

PROPOSAL

PET HAVEN CREMATORIUM

DANGEROUS GOODS ASSESSMENT & ADVICE



PROPOSAL

Pet Haven Crematorium

Dangerous Goods Assessment & Advice

CLIENT: Pet Haven Crematorium Pty Ltd (Pet Haven Crematorium)

ADDRESS: Unit 3, 41 Steel Place, Morningside QLD 4170

TFA REFERENCE: 26388

TFA CONTACT: Thiago Rocha

Document Control

REVISION	DATE	PREPARED BY	REVIEWED BY	COMMENTS
A	28/07/2026	Z. Ibe	T. Rocha	Issued for Review

TFA Group Pty Ltd, trading as Tfa Project Group (TfA), advises that this fee proposal is based on information provided by the client, TfA's understanding of the site conditions, and TfA's experience, having regard to the assumptions that TfA can reasonably be expected to make in accordance with sound professional principles.



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1. INTRODUCTION

We thank you for the opportunity to submit a fee proposal for provision of Dangerous Goods consultancy services to assist with the development approval process of your site located at Unit 3, 41 Steel Place, Morningside QLD 4170.

TfA understands that the proposed development location is an existing single-story warehouse which lies within the General Industry B Zone of the Brisbane City Council City Plan. It is surrounded by industrial uses to the west and sport/recreational areas to the east.

TfA also understands that the proposed development is a change of use of the existing warehouse into a pet crematorium, which include an incinerator/furnace with an integrated 300 L diesel tank. Diesel is used as the fuel for the furnace. Currently, the proposed diesel tank refuelling method is via a certified diesel delivery tanker truck. A 10 m fuel hose is used to connect the tanker to the diesel tank when refuelling. There are on-going discussions regarding parking the truck outside or letting it drive into the warehouse temporarily to load the diesel storage tank.

Brisbane City Council's information request of 10 June 2026 requires the applicant to, under Performance Outcome PO9 of the City Plan 2014 Industry Code:

- Demonstrate the locations of the bulk fuel delivery point, diesel storage, and stormwater drain; and
- Demonstrate that the development is designed such that major spills will be contained and will not flow towards the stormwater drain, on land, on water, or beyond the subject site.

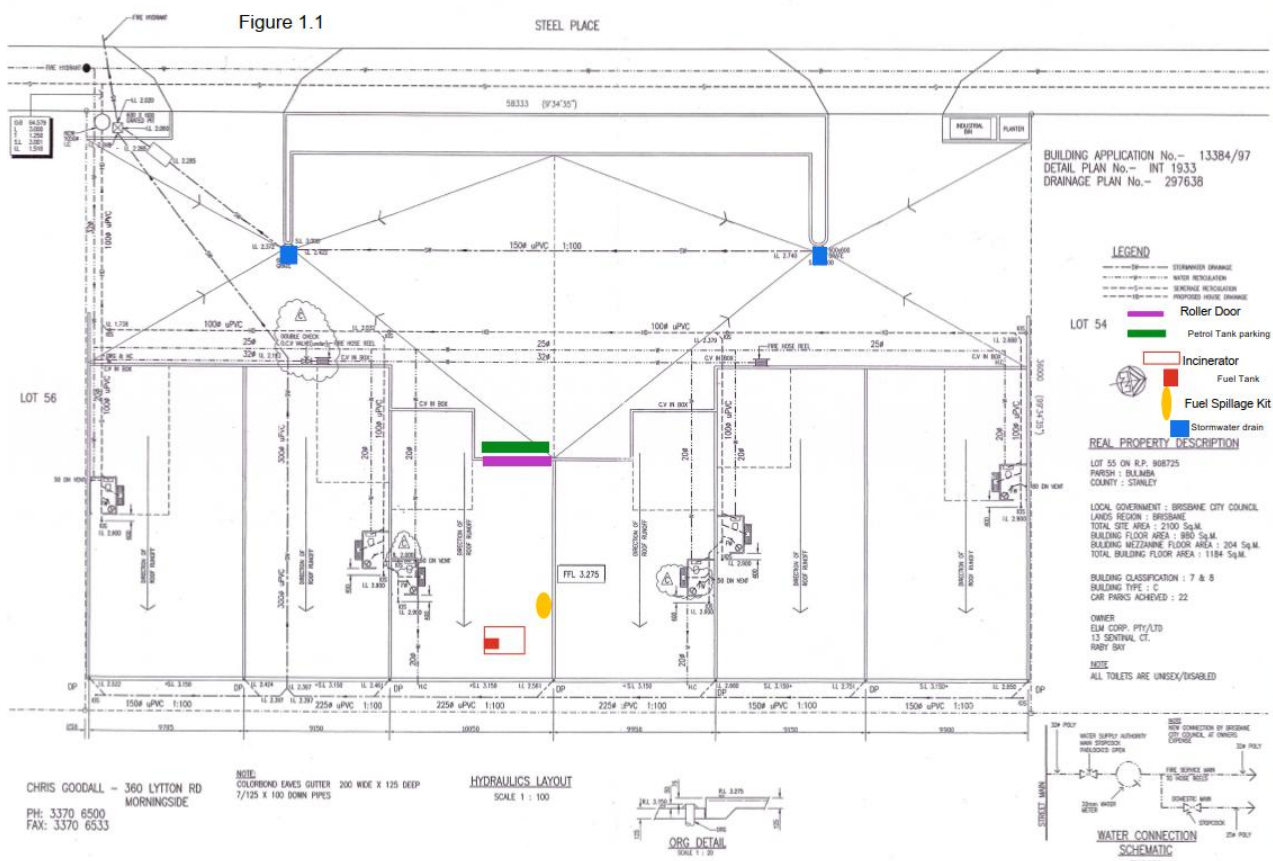


Figure 1: Proposed Development Layout with Markups (Spaceframe Hydraulics Layout 822-600 Rev C)

2. SCOPE OF WORKS

Our scope of works under this proposal includes the following items:

- **ITEM 1: DG Assessment and Advice:** Client correspondence, review of provided information, review of standards and regulations (i.e., AS1940), confirmation of DA/PO requirements.

In addition, TfA can also provide assistance with the following services:

- Site visit/inspection if required
- Town planning for DA and PO approvals/advice
- Architectural and building design services

2.1 ITEM 1: DG Assessment and Advice

This stage involves the following activities:

- Review existing information provided by Pet Haven Crematorium
- Client email correspondence & RFIs for additional information required to complete assessment
- Assessment of the diesel storage and delivery arrangement against AO9.1–AO9.4/PO9, AO10/PO10 and AO11/PO11 of the City Plan 2014 Industry Code, focused on containment of a major spill and separation from the mapped stormwater drain.
- Identification of any additional bunding, secondary containment, or drainage isolation measures required to demonstrate compliance, based on desktop review of the supplied plans.
- Preparation of a short-form Dangerous Goods/Fuel Storage Compliance Advice letter, addressing Council's two specific PO9 items (a) and (b), suitable for identifying additional actions to comply with PO09 requirements or lodge as part of DA Further Advice response.

3. PROPOSED FEES

Please find below TfA's proposed fees to carry out the planning approval stage works as described in Section 2 above.

CONSULTANCY SERVICES	PROPOSED FEE
ITEM 1: DG Assessment and Advice	\$5,000.00 + GST (Budget Estimate)
GRAND TOTAL	\$5,000.00 + GST (Budget Estimate)

NOTE:

1. Refer to item 4 for clarifications and exclusions

PAYMENT TERMS

- To proceed, 100% of the quoted fee is payable upfront
- Payment must be received by TFA prior to commencement of works
- Payment is due upon return of the signed proposal (refer Appendix B for payment details)

TfA are in a position to commence works on your project immediately following receipt of the signed acceptance form (Appendix B) and a Purchase Order from Pet Haven Crematorium.

4. CLARIFICATIONS

In addition to the clarifications outlined throughout, the following clarifications apply to TFA's proposed scope of works and extent of fees outlined under this proposal:

- Excludes a full AS 1940:2017 Dangerous Goods site compliance audit, manifest, or placarding assessment.
- Excludes air quality, odour, or incinerator emissions matters — these remain the responsibility of Trinity Consultants Australia.
- Excludes response to any other outstanding BCC information request items (air quality, refuse, or otherwise).
- Excludes a site visit; assessment is desktop-based on documentation supplied. A site visit can be added as a variation if required.
- Excludes design of any new bunding, containment, or civil/stormwater infrastructure — should Council or our review identify a need for design changes, this would be scoped separately.
- Excludes assessment or investigation of any other class dangerous goods or storage. This proposal is exclusive for the review of diesel storage as outlined.
- Assumes the diesel tank remains at 300 L capacity; any increase in storage volume may change the applicable regulatory framework and require re-scoping.
- Assumes all site plans, reports, and prior correspondence provided are current, accurate, and complete.

5. TFA SERVICES & KEY CAPABILITIES

TFA Group Pty Ltd, trading as TFA Project Group, is a unique vertically integrated consultancy focussed on servicing the petrochemical and downstream fuels industry with specialist services in project management, town planning, design, and engineering.

With offices in Brisbane, Sydney, Melbourne and Perth, we work for all major fuel companies across Australia and overseas, offering:

- **An Australian based multi-disciplined consulting team** specialising in downstream hydrocarbon distribution solutions
- **Established for over 30 years** – Continually offering industry best design & service to our clients
- **Integrated service capability** – Involvement at all stages of the project lifecycle from audits and concept design through planning approvals and detail design into construction management and support
- **Experienced industry personnel** offering a diverse range of capabilities & services under the one roof from town planning to multi-disciplinary engineering design & documentation (civil, structural, mechanical & electrical) and project management
- **Core Values:**
 - Provide a leading & constantly reliable professional service which exceeds our clients expectations
 - We are a client focused organisation and aim to be efficient and cost effective
 - Commitment to the highest standard of design, safety, delivery, and environmental management
 - Our people are our most significant assets
- **Services provided to all areas of Australia & the Pacific**

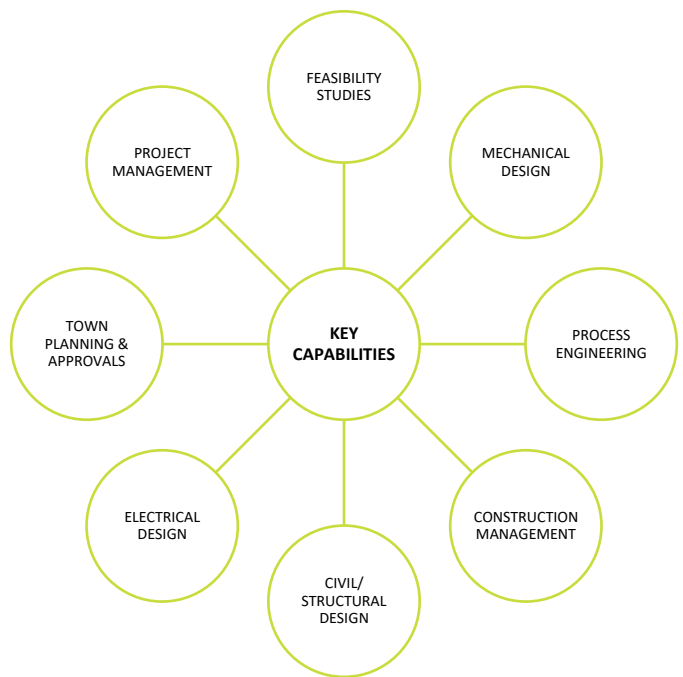


5.1 Our Capabilities

Our in-house projects team produce all core project requirements including, town planning, architectural, structural, civil, electrical, oily water & fuel/LPG design, project management etc. to deliver a fully integrated design and documentation service. Detailed below is a list of our key provided services:

- | | | |
|---------------------------------------|--------------------------------|------------------------|
| • Feasibility Studies | • Structural/Civil Engineering | • Construction Support |
| • Due Diligence Studies | • Architectural Design | • Site Supervision |
| • FEED Study | • Process Engineering | • Commissioning |
| • Town Planning Advice & Service | • Electrical Design | • Project management |
| • Development & Operational Approvals | • Detail Design Documentation | • Superintendent Role |
| • Cost Plans | • HAZOP/ HAZAN | • Tender Management |
| • Concept Layouts | • Auditing & Inspections | • Procurement Support |

- Proven industry reputation & track record
- Diverse team with unique expertise and experience in all fuel related industries
- **All** facets of project delivery are handled in-house by our professional staff
- Senior TfA staff are recognised as global authorities in retail petroleum sites
- High standard of work, safety, and environmental management
- A committed proactive approach
- Project coordination & management covers all areas of a project
- One point of call for clients throughout the entire project lifecycle



APPENDIX A: TFA CONSULTANCY SERVICES AGREEMENT

STANDARD COMMERCIAL CONDITIONS

The following represents the standard charge out rates and conditions applicable for the services provided by us for schedule of rates contracts and for variations to our fixed price contracts where applicable.

1. CONDITIONS OF ENGAGEMENT

Our standardised commercial terms and conditions are in the document titled 'Appendix C - Conditions of Engagement'.

2. INSURANCE POLICIES

TFA Group Pty Ltd ACN 612 132 233 currently holds the following insurance policies:

- (a) Professional Indemnity Insurance for the value of \$10,000,000 per claim with Pacific Indemnity Underwriting having Policy Number 03-ENG-I-0000907; and
- (b) Workers Compensation Insurance with the following insurers:
 - i. Work Cover Queensland having Policy Number WAD160798020 (Queensland);
 - ii. iCare Workers Insurance having Policy Number 106393001 (New South Wales);
 - iii. Allianz having Policy Number 14762910 (Victoria); and
 - iv. Allianz having Policy Number WWC0006216 (Western Australia).

3. RATES (EXCLUDING GST)

FUNCTION	RATES	FUNCTION	RATES
Director	A\$ 330.00 per hour	Principal Architect	A\$ 250.00 per hour
Discipline SME	A\$ 330.00 per hour	Senior Architect	A\$ 225.00 per hour
Principal Project Manager	A\$ 275.00 per hour	Architect	A\$ 210.00 per hour
Senior Project Manager	A\$ 225.00 per hour	Lead Designer	A\$ 195.00 per hour
Project Manager	A\$ 210.00 per hour	Senior Designer	A\$ 180.00 per hour
Junior Project Manager	A\$ 185.00 per hour	Designer	A\$ 165.00 per hour
Project Administration	A\$ 170.00 per hour	Junior Designer	A\$ 140.00 per hour
Principal Engineer	A\$ 275.00 per hour	Cadet Designer	A\$ 120.00 per hour
Senior Engineer	A\$ 225.00 per hour	Principal Town Planner	A\$ 275.00 per hour
Engineer	A\$ 210.00 per hour	Senior Town Planner	A\$ 225.00 per hour
Intermediate Engineer	A\$ 195.00 per hour	Town Planner	A\$ 210.00 per hour
Graduate Engineer	A\$ 165.00 per hour	Junior Town Planner	A\$ 185.00 per hour
Cadet Engineer	A\$ 145.00 per hour	Graduate Town Planner	A\$ 165.00 per hour
Admin Assistant	A\$ 110.00 per hour	Cadet Town Planner	A\$ 140.00 per hour

Budget estimates provided by us are **only estimates** and do not constitute fixed quotations. Such estimates are subject to change depending upon the extent of work and services we actually perform for you and the resources utilised.

4. VALIDITY OF THIS OFFER

The terms of this offer are valid for a period of **30 days** from the date of issue of this offer.

5. TRAVEL EXPENSES & DISBURSEMENTS

- a) Expenses and disbursements incurred on your behalf (including third-party supplier or service provider expenses) will be charged at cost-value plus a 10% processing fee.
- b) Any use of vehicles incurred in connection with the provision of services will be charged at 90c per km rate for all work and travel outside of the city metropolitan area.

APPENDIX B: PROPOSAL ACCEPTANCE RECORD

Client:	Pet Haven Crematorium Pty Ltd 19 689 625 438		
Client Address:	Unit 3, 41 Steel Place, Morningside QLD 4170		
Client Representative:	Deanne Brock		
Contact Phone:	-		
Email:	team@pethavencrematorium.com		
Project:	26388 – Pet Haven Crematorium – Dangerous Goods Assessment & Advice		
Site Address:	Unit 3, 41 Steel Place, Morningside QLD 4170		
Proposal Revision:	Rev A		
Proposal Date:	28/07/2026		
Proposed Fee:	ITEM 1: DG Assessment and Advice	\$5,000.00 + GST (Budget Estimate)	
	GRAND TOTAL	\$5,000.00 + GST (Budget Estimate)	

Payment Terms: 100% of the total estimated works is required to be paid and received by TfA prior to commencing work.

To accept this proposal, please sign the Proposal Acceptance Record and return signed copy. Upon receipt of the signed acceptance, we will issue a new customer form to complete, and following, a Tax Invoice will be issued for full payment.

Please Note: Any budget estimates provided by TfA (including the 'Proposed Fee' above): (a) are estimates only and, as such, do not constitute fixed quotations; and (b) are subject to change depending upon the extent of the work performed and the Services required, and any and all Services provided in accordance with variations to the scope of Services, or works outside the defined scope of Services, are to be carried out at the Rates.

TfA Public Liability Insurance Cover:	\$20,000,000
TfA Professional Indemnity Insurance Cover:	\$10,000,000
Limit of Liability:	As stated in the Conditions of Engagement
Payment Terms:	30 days from invoice, billed monthly and on completion
Governing Law and Jurisdiction	QLD

TfA Group Pty Ltd

Name: Thiago Rocha

Signature:



Pet Haven Crematorium Pty Ltd 19 689 625 438

Client Authorised Representative Name: Deanne Brock

Signature:



The signature of the client representative signifies acceptance of TfA's Standard Commercial Conditions and Conditions of Engagement and approval to conduct work as described.

Please return the signed form prior to work commencing to TfA. If you instruct or permit TfA to commence work for the provision of the services prior to signing and returning this Proposal Acceptance Record, you are deemed to have accepted TfA's proposal on the terms set out in this Proposal Acceptance Record and TfA's Consultancy Services Agreement and Conditions of Engagement.

Please return to:
Attn: Thiago Rocha
Email: thiago.rocha@tfa.com.au

APPENDIX C: CONDITIONS OF ENGAGEMENT

1. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions, these meanings apply unless the contrary intention appears:

Affiliate or Affiliates where the party to whom the reference relates is a body corporate, means:

- (a) a Related Body Corporate (within the meaning of section 50 of the Corporations Act) of the party;
- (b) an associate of the party (within the meaning of section 15 of the Corporations Act);
- (c) any entity (such as a natural person, body corporate, partnership or trust) which the party controls, or which is controlled by the party (within the meaning of section 50AA of the Corporations Act);
- (d) a director or secretary of the party or a body corporate referred to in subclauses (a), (b) and (c) above, and their spouses and de facto spouses;
- (e) any Relative (within the meaning of section 9 of the Corporations Act) of the individuals referred to in clause (d) above;
- (f) an entity (such as a natural person, body corporate, partnership or trust) controlled (within the meaning of section 50AA Corporations Act) by the individuals referred to in clauses (d) and (e) above;
- (g) a body corporate in which an individual referred to in clauses (d) and (e) above owns or holds in the aggregate more than 20% of the voting shares (as defined in the Corporations Act); or
- (h) a trust of which the party or any person referred to in clauses (a) to (g) above:
 - (i) has received 50% or more of the distributions made from that trust in the three years before the date of the proposed event or transaction being considered; or
 - (ii) is the responsible entity, trustee, manager or investment adviser of the trust; or

where the party to whom the reference relates is an individual, means:

- (i) the spouse or de facto spouse of the party;
- (j) an entity (such as a natural person, body corporate, partnership or trust) controlled (within the meaning of section 50AA of the Corporations Act) by the party or by an individual referred to in clause (i) above;
- (k) a body corporate in which the party or a person referred to in clause (i) above owns or holds in the aggregate more than 20% of the voting shares (as defined in the Corporations Act); or

(l)

(m) a trust of which the party or any person referred to in clauses (i) to (k) above:

- (i) has received 50% or more of the distributions made from that trust in the three years before the date of the proposed event or transaction being considered; or
- (ii) is the responsible entity, trustee, manager or investment adviser of the trust.

Associate or Associates has the meaning in section 318 of the *Income Tax Assessment Act 1936* (Cth).

Australian Consumer Law or ACL means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Business Day means a day on which banks are open for retail banking, other than a Saturday, Sunday or public holiday, in Brisbane, Australia.

Claims means liabilities, actions, suits, proceedings, claims, demands, costs (including without limitation taxes or duties), loss, damage, expenses and/or other amounts of any nature (including but not limited to legal costs on a solicitor/client basis and disbursements in defending or settling the claim giving rise to same and any special, incidental, indirect, consequential, aggravated, exemplary and/or punitive damages of any type or kind such as those in relation to loss of revenue, profits, goodwill, tangible or intangible losses or other economic losses).

Client Information means all information, data, documents, reports, or materials (including, without limitation, site surveys, geotechnical reports, and any other technical or non-technical information) provided to TfA by you or on your behalf, whether directly or indirectly, which is used or may be used in connection with the delivery of the Services.

CPI means the 'All Groups' consumer price index published by the Australian Bureau of Statistics for all capital cities, or if the Australian Bureau of Statistics stops publishing the CPI, then CPI means the index determined by TfA (acting reasonably) as the index that most appropriately replaces the CPI.

CPI Rate means the increase in the CPI (if any) measured from the CPI for the quarter ending immediately before the last date on which the Fees and any other fees or rates agreed in writing by the parties from time to time (as applicable) was reviewed to the CPI for the quarter ending immediately before the relevant review date, expressed as a percentage.

Corporations Act means the *Corporations Act 2001* (Cth).

Deposit means 50% of the Proposed Fee, being the amount specified in the Fee Proposal Acceptance Record.

Event of Default means:

- (a) where a party fails to cooperate or act in good faith;
- (b) where a party creates unreasonable commercially unworkable expectations;
- (c) you breach your warranty at clause 13.3 or 13.4;
- (d) you provide Client Information that is materially inaccurate, incomplete, or misleading, which TFA relies on to perform the Services; or
- (e) a party otherwise breaches a Material Term of this document.

Fees means the fees payable by you to us as described in clause 5 in exchange for the provision of the Services.

Final Deliverables means the final version of all documents, reports, designs, plans, specifications, calculations, or other materials prepared by TFA in connection with the Services, which are to be provided to the Client upon the completion of the Services and full payment of all Fees.

Fee Proposal Acceptance Record means Appendix B of this document.

GST Amount has the meaning given to that term in clause 12.2.

GST Law has the meaning given to “GST law” in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all present and future rights including copyright, moral rights, all proprietary rights in relation to inventions (including patents), trade marks, trade dress, trade or business or company names, indications of source or appellations of origin, rights in confidential information (including trade secrets and know-how), design rights, circuit layout rights (including rights in relation to semiconductors), registered or unregistered plant breeder’s rights, rights in relation to databases and domain names, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including any right to register any such rights, and all other rights generally falling within the term “intellectual property rights” anywhere in the world, whether registered or not and whether registrable or not.

Invoice has the meaning given to that term by GST Law.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by a State, Territory, Commonwealth, or a local government, and includes common law and the principles of equity as applicable from time to time, and any applicable legally binding industry codes of conduct.

Material Term means clauses 2, 4, 5, 6, 9, 14 and 15.

Privacy Policy means our privacy policy, which may be amended from time to time and is accessible at <https://www.tfa.com.au/privacy-policy/>.

Project means the Project referred to in Appendix B.

Proposed Fee means the ‘Proposed Fee’ as that term is described in the Fee Proposal Acceptance Record.

Rates means the rates our employees charge out at per hour as described in the table located in the TFA Consultancy Services Agreement.

Restricted Periods means each of the following periods:

- (a) the period from the termination of this document until the date which is 12 months after that date, or if that is not enforceable;
- (b) the period from the termination of this document until the date which is 9 months after that date, or if that is not enforceable;
- (c) the period from the termination of this document until the date which is 6 months after that date, or if that is not enforceable;
- (d) the period from the termination of this document until the date which is 3 months after that date, or if that is not enforceable.

Service Fee means:

- (a) the Fees for the Services, calculated by reference to the Rates; less
- (b) the Deposit (if applicable).

Services means the services to be provided by us to you in accordance with this document, being services in connection with the delivery of each ‘Item’ as set out in the Fee Proposal Acceptance Record, and any other services agreed from time to time

Term means the term of how long we will provide you the Services in accordance with the terms of this document and clause 3.

TFA Consultancy Services Agreement means Appendix A of this document.

You or your means the Client referred to in Appendix B.

We, us, our, or TFA means TFA Group Pty Ltd ACN 612 132 233 trading as the TFA Project Group.

1.2. In these terms and conditions:

- (a) a reference to a document (including these terms and conditions) includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority, and includes the person’s executors, administrators, successors, substitutes (including,

but not limited to, persons taking by novation) and permitted assigns;

- (d) a reference to any legislation or to any provision of any legislation includes any enactment, modification consolidation or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it; and
- (e) headings are inserted for convenience and do not affect interpretation of these terms and conditions.

2. APPOINTMENT

In consideration for you agreeing to pay us the Fees, you appoint us to carry out the Services for the duration of the Term in accordance with the terms and conditions of this document.

3. TERM

This document will commence on the date that both parties execute the document and will cease when terminated in accordance with clause 9.

4. AUTHORITY AND INSTRUCTIONS

- 4.1. You authorise us to carry out the Services for the Term.
- 4.2. For the avoidance of doubt, you do not authorise us to enter into or execute any contracts on behalf of you.
- 4.3. You will provide us with a proper and accurate briefing of and all relevant information concerning the services you require from us.
- 4.4. With your prior written approval (not to be unreasonably withheld), we may arrange specialist third-party consultants for defined tasks. Unless agreed otherwise in writing:
 - (a) you will contract directly with, and be responsible for paying, such consultants; or
 - (b) if you ask us to engage and pay such consultants on your behalf (and we agree to do so), we may do so in and on-charge those costs to you under clause 6 (including any processing fee under clause 6.3).
- 4.5. You may, from time to time, provide us updated instructions or authorities in writing which will only become binding upon written agreement between you and us.

5. SERVICES AND FEES

- 5.1. We agree to provide the Services to a reasonable degree of skill, care and diligence expected of a services provider in similar circumstances.
- 5.2. In consideration for the Services, you agree to pay us the Fees as follows:
 - (a) if specified in this document or requested by us in writing, the Deposit, being a fixed amount, is due and payable by you to us within 3 Business Days

after the date you sign and return this document to us; *plus*

- (b) the Service Fee.
- 5.3. You acknowledge and agree, where a Deposit is payable under this document:
 - (a) we may defer commencement of the Services until the Deposit is received in full;
 - (b) if this document is terminated before we commence the Services, we will refund to you the Deposit less our reasonable, documented costs incurred; and
 - (c) if we have commenced the Services, we will apply the Deposit to Fees for work performed and refund the balance (if any).
- 5.4. For the avoidance of doubt, if a Deposit is requested by us in writing to be payable, then we are not obliged to begin performing any of the Services until after the Deposit is paid in full to us.
- 5.5. Alternatively, where requested by us in the Fee Proposal Acceptance Record, for Services quoted below a total of \$10,000 (plus GST and disbursements), you must pay the Fees in full upfront prior to delivery of any Services.
- 5.6. You agree and acknowledge that:
 - (a) the Rates charged by us in providing the Services may be reviewed by us annually, provided such increase does not exceed the CPI Rate; and
 - (b) we will inform you by providing at least 30 days' written notice in advance of any increase in Rates under this clause.
- 5.7. You must pay the Fees within 30 days of receiving an Invoice from us for Services performed for the relevant period of time.
- 5.8. Notwithstanding clause 5.7, any and all Fees owing to us must be paid in full prior to completion of the Services and the issue of any Final Deliverables, and TfA is entitled to withhold completion of the Services and the issue of Final Deliverables until all such Fees are paid.
- 5.9. We will submit a correctly rendered Invoice to you. If the Invoice is not correctly rendered, you may return the Invoice to us for correction and resubmission. The Invoice will include:
 - (a) the Fee payable;
 - (b) information required by GST Law and the Law;
 - (c) payment terms and payment details;
 - (d) a description of the Services to which the Invoice relates including the relevant Rates of employees who contributed to the Services; and
 - (e) any other information specified by us.

5.10. We may suspend providing the Services to you:

- (a) in the event of any monies payable under an Invoice issued by us to you has been outstanding for more than 60 days, until that Invoice has been paid in full; or
- (b) if you have committed an Event of Default which has not been remedied in accordance with clause 11.2, until that default has been remedied.

5.11. Failure to pay any of our Invoices within the 30-day payment period will result in interest being charged on top of the outstanding amount at a rate of 1.5% calculated daily and capitalised at the end of each calendar month.

5.12. Where applicable by law, you acknowledge that Invoices issued by us under this document are 'payment claims' made pursuant to the following legislation (as amended from time to time, and dependent on the Australian State or Territory in which the Services were provided to you):

- (a) *Building Industry Fairness (Security of Payment) Act 2017* (QLD);
- (b) *Building and Construction Industry Security of Payment Act 1999* (NSW);
- (c) *Building and Construction Industry Security of Payment Act 2002* (VIC);
- (d) *Building and Construction Industry (Security of Payment) Act 2021* (WA),

or any equivalent legislation in any other Australian jurisdiction, if applicable.

For clarity, if any Invoice does not satisfy a statutory requirement for a valid payment claim, it will still constitute a contractual Invoice for the Services performed, and we may issue a replacement or further payment claim without prejudice to our underlying entitlement.

6. COSTS AND EXPENSES

6.1. The parties acknowledge that, unless agreed otherwise in writing, that we do not:

- (a) hold funds for you; or
- (b) facilitate payments to third-party providers for you.

For the avoidance of doubt, you must engage and pay any third-party suppliers or service providers directly, unless agreed otherwise between the parties in writing.

6.2. Subject to clause 6.3, any and all reasonable expenses and disbursements (including third-party supplier or service provider expenses) we do incur as part of providing the Services on your behalf must be reimbursed fully by you within 30 days of receiving an Invoice from us for payment.

6.3. All reasonable expenses and disbursements incurred by us will be charged to you at cost-value *plus* a 10%

processing fee (being a reasonable and genuine estimate of our administrative costs in handling, reconciling and paying third-party charges), unless agreed otherwise in writing.

6.4. Any use of vehicles incurred in connection with the provision of the Services will be charged to you at a \$0.90 per km rate for all work and travel outside of the city metropolitan area.

6.5. You acknowledge and agree that any budget estimates provided by us (including the Proposed Fee):

- (a) are estimates only and, as such, do not constitute fixed quotations; and
- (b) are subject to change depending upon the extent of the work performed and the Services required,

and any and all Services provided in accordance with variations to the scope of Services, or works outside the defined scope of Services, are to be carried out at the Rates.

7. NATURE OF RELATIONSHIP

7.1. Nothing in this document will be construed as establishing a partnership or joint venture between us and you and should any provision of this document be inconsistent with this clause, this clause will prevail to the extent of any inconsistencies.

7.2. No party has the authority to bind the other party, unless agreed otherwise in writing or expressly provided in this document.

8. LIABILITY AND INDEMNITY

8.1. You will be liable for and will indemnify and hold us and any of our Associates (**Indemnified Parties**) harmless from and against any and all Claims suffered or incurred by the Indemnified Parties, except to the extent that the Indemnified Parties have failed to take reasonable steps to mitigate such loss or damage, arising directly in connection with:

- (a) any unremedied breach by you of a Material Term of this document;
- (b) any unlawful act or omission or gross negligence of you; or
- (c) any acts or omissions of the Indemnified Parties in the course of the proper exercise of the powers, duties or authorities which you authorised the Indemnified Parties to undertake under this document.

8.2. Your liability to indemnify the Indemnified Parties under clauses 8.1(a), 8.1(b), or 8.1(c) will be reduced proportionally to the extent only that a negligent act or omission of the Indemnified Parties or a breach of their obligations under this document has caused the loss, damage, expense, injury, disease, illness, death or other liability.

9. LIMITATION OF LIABILITY

- 9.1. Nothing in this document limits or excludes the liability of a party for:
- (a) fraudulent or criminal conduct (including fraudulent misrepresentation), gross negligence or willful misconduct, death or personal injury caused by negligence, or any other liability to the extent it cannot be excluded or limited by applicable law; and
 - (b) fees payable by you under this document, including the Fees.
- 9.2. Subject to clause 9.1, the total aggregate liability of each party and their Affiliates and their respective personnel, whether in contract, tort (including negligence), breach of statutory duty, strict liability, misrepresentation, restitution or otherwise, arising from or in connection with this document is capped at the greater of \$1,000,000 and the total Fees you paid under this document in the 12 months before the event giving rise to the claim.
- 9.3. Subject to clause 9.1, neither party nor their Affiliates or their respective personnel are liable for any:
- (a) loss of profits or revenue;
 - (b) loss of business, business interruption or loss of business opportunity;
 - (c) depletion of goodwill or similar loss;
 - (d) pure economic loss; or
 - (e) special, indirect, incidental, exemplary, punitive or consequential damages, charges, losses or expenses arising from or in connection with this document, even if a party has been advised of that possibility and notwithstanding the failure of essential purpose of any remedy.
- 9.4. If you are a 'consumer' for the purposes of the Australian Consumer Law, then if the Services fail to meet any consumer guarantee under the ACL, and the total amount paid by you for the Services under this document is less than the statutory minimum, our liability to you for failure to meet such consumer guarantee is limited, to the extent permitted by law, to (at our election) supplying the Services again or paying for the cost of having the Services supplied again.
- 9.5. You acknowledge and agree that we have based our pricing on and entered into this document in reliance upon the limitations of liability in this clause 9 and the disclaimers and exclusions in clause 10 and that those terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this clause 9 and clause 10, our liability will be limited to the maximum extent permitted by applicable law.
- 9.6. To the maximum extent permitted by Law, and subject to clauses 9.1 and 9.4, TfA's sole obligation and your sole remedy for any defective Services is limited to TfA

re-performing the relevant Services within a reasonable time, without limiting clauses 9.2 and 9.3. To the extent monetary compensation is payable notwithstanding the foregoing, any such liability is subject to clause 9.2, and the exclusions in clause 9.3.

10. DISCLAIMERS AND EXCLUSIONS

- 10.1. Subject to clause 13, except as expressly provided by this document, and to the maximum extent permitted by applicable law neither party gives any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied conditions, warranties and rights, including any warranties of merchantability, satisfactory quality, accuracy, non-infringement or fitness for a particular purpose, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade; and
- 10.2. To the maximum extent permitted by applicable law, TfA is not responsible for, and disclaims all liability for the Services (including the accuracy, reliability, currency, completeness or usefulness of any information provided by TfA in the course of delivering the Services) to the extent such a Claim arises in connection with a breach of the warranties at clause 13.3 and 13.4.
- 10.3. After the earlier of one year after:
- (a) date of termination of this document in accordance with clause 11; or
 - (b) the last date that the Services are delivered to you,

TfA shall be discharged from all liability in respect of the Services, whether under the law of contract, tort, or otherwise. This clause 10.3 does not apply to contracts that are deemed to be 'standard form small business contracts' or 'standard form consumer contracts' for the purposes of the unfair contract terms provisions under Part 2-3 of the Australian Consumer Law, and except to the extent prohibited by Law.

11. TERMINATION

- 11.1. Either party may terminate this document by providing 60 days' written notice to the other party.
- 11.2. Where an Event of Default occurs:
- (a) the non-defaulting party must provide the defaulting party with written notice of such default and the defaulting party must remedy (in the reasonable opinion of the non-defaulting party) that default within 20 Business Days of being provided with such notice; and
 - (b) if the defaulting party fails to rectify such default in accordance with clause 11.2(a), then the non-defaulting party may immediately terminate the document upon providing written notice to the defaulting party.

11.3. You acknowledge and agree that should there be a significant extension or variation to the Services required by you, then we reserve the right to enter into a new arrangement with you on new terms and have this arrangement terminated.

11.4. For the avoidance of doubt, all and any Fees payable by you to us as at the date which this document is terminated must be paid for in full.

12. GST

12.1. GST Exclusive Amounts

Unless otherwise specified (including that amounts are inclusive of GST), all amounts payable under or in connection with this document are exclusive of GST.

12.2. Payment of GST

- (a) A recipient of a taxable supply under or in connection with this document must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply (**GST Amount**).
- (b) The recipient must pay the GST Amount to the supplier when the GST exclusive consideration or part of it is provided, except that the recipient need not pay the GST Amount unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply

12.3. Reimbursements

Where a supplier incurs a cost or expense for which it may claim payment, reimbursement or indemnity from a third party under or in connection with this document, the amount to be paid or credited to the supplier is the cost or expense (reduced by the input tax credit that the supplier is entitled to claim in respect of that cost or expense) plus the amount in respect of GST payable by the recipient as calculated under clause 12.2.

12.4. Interpretation

Terms defined in the GST Law have the same meaning if used in this clause 12 unless the context makes it clear that a different meaning is intended.

13. ACKNOWLEDGEMENT AND WARRANTIES

13.1. You agree and acknowledge that:

- (a) you have received a copy of all documents, appendices and annexures that form part of this document; and
- (b) you have read and fully understood this document, including but not limited to any warranties and indemnities.

13.2. You warrant that you have the full power and authority to enter this document and have obtained all necessary authorisations and approvals to do so.

13.3. You warrant, represent, and undertake that all Client Information provided to TfA is complete, accurate, and

not misleading in any respect, whether by omission or otherwise, and that it has been prepared with reasonable skill, care, and diligence.

13.4. You further warrant that all Client Information provided to TfA is fit for the purposes for which it is intended to be used in connection with the delivery of the Services and that it complies with all applicable laws, regulations, and standards.

13.5. You acknowledge and agree that TfA shall be entitled to rely on the Client Information without independent verification and that TfA shall not be liable for any loss, damage, or delay arising from any inaccuracy, incompleteness, or misleading nature of the Client Information.

13.6. You agree to indemnify and hold harmless TfA, its employees, agents, and subcontractors from and against any and all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising out of or in connection with any breach of the warranties set out in this clause.

14. INTELLECTUAL PROPERTY

14.1. Intellectual Property Rights in all drawings, reports, specifications, budget estimates, letters, calculations, spreadsheets, planning data or any other material or other document provided by TfA in connection with the Project shall remain the property of TfA.

14.2. Subject to Clause 14.3, you alone shall have a non-exclusive, royalty-free, revocable, non-transferable, non-sublicensable licence to use the documents referred to in Clause 14.1 solely for the purpose of completing the Project, but you must not use, or make copies of, such documents in connection with any work not included in the Project or the Services.

14.3. If you are in breach of any obligation to make a payment to TfA, TfA may revoke the licence referred to in Clause 14.2, and you shall then cause to be returned to TfA all documents referred in clause 14.1, and all copies thereof.

15. PRIVACY POLICY

You acknowledge the existence of our Privacy Policy.

16. RESTRAINT

16.1. You must not (and must procure that each of your Affiliates do not) during the Restricted Period, do or attempt to do any of the following:

- (a) solicit or entice any person who is an employee or contractor of ours to terminate their employment or contracting arrangement with us; or
- (b) otherwise interfere to the detriment of our relationship with any of our suppliers, clients, employees or contractors.

16.2. Each restraint described in clause 16.1 is separate, severable and an independent restraint and:

- (a) clause 17.8 applies to each of those restraints; and
- (b) the invalidity or unenforceability of any of the restraints in clause 16.1 does not affect the validity or enforceability of any of the other restraints in that clause.

17. GENERAL

- 17.1. This document is governed by and construed in accordance with the laws of the Australian State or Territory specified in the Fee Proposal Acceptance Record. If none is specified, Queensland law applies. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.
- 17.2. The invalidity or unenforceability of any provision of this document shall not affect the validity of enforceability of any other provision of this document, which shall remain in full force and effect.
- 17.3. You acknowledge that this document constitutes the whole agreement between the parties and you have not relied upon any oral or written representation made by us in entering this document.
- 17.4. This document and all rights under it may not be assigned or transferred by either party without the prior written consent of the other party.
- 17.5. This document supersedes all communications, negotiations, arrangements and agreements, either oral or written, made or entered into between the parties prior to the date of this document.
- 17.6. Our failure or delay to exercise or enforce any right under this document or partial exercise or enforcement of any right under this document is not a waiver of that right or any other right provided by law.
- 17.7. Except for recovery of undisputed debts, the making of any statutory payment claim, or seeking urgent interlocutory, injunctive, or declaratory relief, a party must give written notice of any dispute and the parties must meet in good faith. If not resolved within 14 days, either party may refer the dispute to mediation administered by Resolution Institute ABN 69 008 651 232 under its Mediation Rules, with the mediation to take place in Brisbane, Queensland. If not resolved within 30 days after the mediator is appointed, either party may commence proceedings.
- 17.8. If the whole, or any part, of a provision of this document is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance materially alters the nature or intended effect of this document.
- 17.9. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document.
- 17.10. If this document is inconsistent with any other agreement between the parties, this document will prevail to the extent of the inconsistency.
- 17.11. The following survive termination or expiration of this document:
- (a) rights accrued to a party up to the date of termination or expiration of this document;
 - (b) indemnities and obligations of confidence given by a party under this document; and
 - (c) any other provisions which are otherwise expressed to survive termination or which by their nature are intended to survive termination.
- 17.12. This document can only be amended, supplemented, novated or replaced by another document signed by the parties.
- 17.13. This document may be in physical or electronic form, physically or electronically signed, and physically or electronically communicated by a party to another party when signed.
- 17.14. This document may be executed in counterparts, and clause 17.13 applies to any counterparts.