

Terms and Conditions of Engagement Contract

Contract

AS4122 General Conditions of Engagements of Consultants for the conditions of our professional engagement or other mutually acceptable contract.

Intellectual Property

Copyright in all drawings, specifications and other documents remains the property of BCA Engineers, regardless of whether the project for which they are made be executed or not.

The client is licensed to use the drawings, specifications and other documents for the project for which they have been prepared. They shall not be used for any other project except by agreement with BCA Engineers.

BCA Engineers may terminate this licence if any payment due under this agreement has not been made.

CAD Files

Electronic CAD files remain the property of BCA Engineers. The issuing of documents in electronic format to the client or any other parties shall be wholly at our discretion, notwithstanding any drawings issued electronically shall be issued in portable document format (PDF). The client agrees that BCA Engineers shall bear no responsibility or liability in contract, or in tort for negligence or otherwise or at law generally in relation to the alteration of the electronic documents by the client or any other person or entity which has obtained those electronic documents.

Scope of Services

BCA Engineers shall perform the services referred to in this agreement, and in the performance of the services shall exercise a reasonable level of skill and care ordinarily provided by an engineer practicing in the same or similar circumstances.

Consultants

Whenever other consultants are engaged by the client in respect of any part of the project, BCA Engineers shall be responsible only for the integration of such work into our services. BCA Engineers shall not be responsible for checking the work of any other consultants and shall bear no responsibility or liability whatsoever in contract or in tort for negligence or otherwise or any law generally in relation to the work of those consultants or for any failure of BCA Engineers to notice or detect any error, omission, defect, inadequacy or unsuitability for the project in respect of the work of such consultants.

Sub-Consultants

Should sub-consultants be engaged by BCA Engineers in respect of any part of the project, BCA Engineers shall be responsible for the integration of such work into our services. The client agrees that they will keep each consultant and sub-consultant entirely responsible for their own individual services.

Changes in Instructions & Protracted Services

The client must grant BCA Engineers a reasonable extension of time for any delay to completion of the services caused by any changes in the clients instructions or requirements, or an act or omission of the client or its agents, other consultants or contractors, or a force majeure, provided that BCA Engineers notifies the client of the cause and the anticipated extent of the protraction.

Asbestos

The client acknowledges that BCA Engineers do not include any services relating to asbestos or hazardous or toxic substances / materials. The client agrees, notwithstanding any other provisions of this agreement, to indemnify and hold harmless BCA Engineers against any and all claims associated with the identification, abatement and / or removal of the asbestos or hazardous or toxic substances / materials.



Novation

Neither party shall assign this agreement or any part thereof without the prior written consent of the other party.

Cost Estimates

The client agrees that any opinion of probable cost prepared by BCA Engineers is intended to be indicative only and in the event that they are in error then, whatever the magnitude or error, BCA Engineers shall not be liable in contract, in tort for negligence or otherwise or any law generally for any loss or damage including economic loss suffered thereby.

Publicity

The client gives their implicit consent for BCA Engineers to use information and photographic material relating to the project for advertising and publishing purposes.

(Optional) Additionally the client grants BCA Engineers the right to erect reasonable signage on the site.

Previous Engineer

If BCA Engineers take over the project from another consultant or from any other person or entity, all earlier work must be reviewed by BCA Engineers. The client acknowledges that BCA Engineers shall not be liable for any errors, omissions or inconsistencies in the previous work that could not have been reasonably noticed.

Limitation of Liability

The liability of BCA Engineers to the client under this agreement (including the performance or non-performance of the services), whether under the law of contract, in tort, in equity, under statute or otherwise, is limited to the maximum amount BCA Engineers is entitled to recover under any contracts of insurance in respect of any fact, matter or circumstance giving rise to the liability.

The extent of BCA Engineer's liability, whether in contract, in tort, in equity, under statute or otherwise, is reduced proportionately to the extent that the client and/or any other person, including any third party, has contributed to the claim, liability, damage, loss or expense and irrespective of whether such contribution arises in contract, tort or otherwise.

Applicable Law

This agreement shall be governed by and construed with reference to the law for the time being in force in South Australia.

Severability

In the event that anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.