

STANDARD CONTRACT TERMS AND CONDITIONS

Applicable Standard	AS4122-2010 General Conditions of Contract for Consultants
Applicable Annexure	PART A - Annexure to the Australian Standard General Conditions of Contract for Consultants (refer below)
Revision	2
Date	22-Feb-24
Notes	Items left blank indicate no specific condition applies.

Item	Clause	Description	Standard Terms
1	1.1	The Client is:	Party that the FES Quotation has been addressed to.
2	1.1	The Consultant is:	Foresight Engineering Services Pty Ltd of 9/2 Star Road, Bright, Victoria 3741. ABN 32 619 099 142
3	1.1	The Contract Documents are:	1. These General Conditions of Contract. 2. FES Quotation
4	1.1	The Scope is described in the following Documents, or the Scope is:	The scope of works outlined in FES Quotation.
5	5.1	The purpose(s) for which the Services will be suitable is/are:	The Services will be deemed to satisfy their intended purpose if performed to the standard required by Clause 4
6	6.1	The Client's representative is:	Party that the FES Quotation has been addressed to.
7	6.2	The Consultant's representative is:	The FES signatory on the quotation provided.
8	10.1	Claims for payment must be made on the following basis:	1. Refer quotation documentation 2. GST Exclusive
9	10.2	Disbursements for which the Consultant may claim payment:	All disbursements listed in the quotation documentation
10	10.3	Time to claim payment is no later than:	90 days from date of disbursement
11	10.6	The time for payment is no later than:	14 calendar days from claim date
12	10.9	The rate of interest for overdue payment is:	1.5% per calendar Month
13	12.1	Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is:	
14	12.3(c)	Other causes of delay for which the Consultant may notify an extension of time:	
15	13.2	The Approvals to be obtained by the Consultant are:	
16	18	The key personnel are:	
17	19.2	Existing conflicts of interest:	
18	21.3	Copyright and other Intellectual Property Rights, the Alternative that applies is:	Alternative 1

Item	Clause	Description	Standard Terms
19	21.3	List excluded Intellectual Property Rights:	
20	21.4	The additional amount payable to the Consultant for granting of Intellectual Property Rights to the Client is:	
21	22.1	Does clause 22 (Moral Rights) apply?	No
22	23.1	The following Documents are confidential:	
23	24.4	Maximum period for which Client may suspend the Services at any one time, after which the Consultant may terminate:	4 weeks
24	29.1	The Consultant's liability is limited to:	Up to sum of works performed by consultant under this contract
25	30.2	The amount of public liability insurance is:	\$20M
26	30.4	The amount of the professional indemnity insurance is:	\$5M
27	30.4	The professional indemnity insurance must be maintained for the following period:	7 Years - All Building related works. 3 Years - All other works
28	30.7	The Client must effect the following insurances and maintain them for the following periods:	
29	33.1	The address for the service of notices is:	9/2 Star Road Bright, Victoria, 3741
30	35	The law governing this Contract is:	The state or territory where the Services are to be substantially performed.
31		Has this Contract been amended from its original form?	No