

# Fee Acceptance & Conditions of Engagement for Consulting Services



**AQUALOGICAL**  
Smarter Plumbing Design

## Aqualogical Project Details (Information required for council application)

Project Number / Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
Real Property Description Lot \_\_\_\_\_ on SP / RP \_\_\_\_\_  
Property Owner \_\_\_\_\_  
(as per rates notice) \_\_\_\_\_  
Owner's Phone Number \_\_\_\_\_ Postal \_\_\_\_\_  
Owner's eMail \_\_\_\_\_ Address \_\_\_\_\_

## Client Details

Full Legal Name (Client) \_\_\_\_\_  
 Sole Trader     Individual     Partnership     Pty Ltd Company     Other e.g. Trust  
Ref/PO \_\_\_\_\_ A.B.N. \_\_\_\_\_  
Phone \_\_\_\_\_ eMail \_\_\_\_\_  
Postal \_\_\_\_\_ Street \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_

## Project Contact

Name \_\_\_\_\_  
eMail \_\_\_\_\_  
Mobile \_\_\_\_\_

## Accounts Payable

Name \_\_\_\_\_  
eMail \_\_\_\_\_  
Phone \_\_\_\_\_

## Invoicing Details – if as above tick here

Full Legal Name (Client) \_\_\_\_\_  
 Sole Trader     Individual     Partnership     Pty Ltd Company     Other e.g. Trust  
Ref/PO \_\_\_\_\_ A.B.N. \_\_\_\_\_  
Phone \_\_\_\_\_ eMail \_\_\_\_\_  
Postal \_\_\_\_\_ Street \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_

## Acceptance Signature

Signature \_\_\_\_\_ Name (Please Print) \_\_\_\_\_  
Position at Company \_\_\_\_\_  
Date of Acceptance \_\_\_\_\_

The above signed is an authorised representative & accepts this proposal on behalf of the company.  
All accounts are payable prior to the release of authority approved drawings.

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## Terms and Conditions



1. The fee proposal is valid for a period of 90 days or 3 months. Aqualogical reserves the right to review the fee at our discretion, after the initial 90 day / 3-month period.
2. Aqualogical shall provide the Client the consulting services described in the accompanying fee proposal which outlines our scope of services.
3. The Client shall pay Aqualogical the fee as set out in the accompanying fee proposal, or any invoice as provided.
4. The Client agrees to pay all amounts due by clear funds within 14 days from the date of invoice.
5. Payment for any amount outstanding shall be deemed immediately due and payable in any of the following circumstances:
  - a) there is non-payment of any sum by the due date;
  - b) Aqualogical forms the view that the Client will not pay any sum by its due date;
  - c) the Client is bankrupted or enters into administration or receivership;
  - d) a Court judgment is entered against the Client and remains unsatisfied for seven (7) days;
  - e) any material adverse change in the financial position of the Client.
6. The client agrees not to request additional documentation in support of the invoice except for evidence of QBCC licences, PI, PL and Workcover.
7. The Client agrees that Aqualogical may charge a late payment fee of 5% on all amounts unpaid after the due date and charge interest on any amount owing after the due date at the rate of 15% per annum from the first day overdue until payment.
8. The Client shall pay on a full indemnity basis) any and all expenses, disbursements, collection costs and legal costs which Aqualogical has incurred or is liable to pay, in connection with the enforcement of any rights and/or preservation of any rights contained in this agreement.
9. For the purposes of clause 8, the Client acknowledges that collection costs may be calculated on a commission basis at a percentage rate of the amount due (as agreed by Aqualogical and the collection agent) and the Client expressly agrees to pay for those expenses as liquidated damages on demand, irrespective of whether (a) Aqualogical is not liable to pay the collection agent the commission, until the Client has made payment of the Client's overdue debt (or any portion thereof) and/or (b) the amount of work actually performed by the collection agent before the Client makes a payment for an overdue debt.
10. Documents will not be released until payment has been completed.
11. The Client hereby charges in favour of Aqualogical all of the Client's estate and interest in any land, freehold or leasehold, in which the Client now has or which it may later acquire any such interest in, with payment of all monies owing by the Client to Aqualogical from time to time and hereby consents to Aqualogical lodging a caveat or caveats which note Aqualogical's interest.
12. No action shall lie against Aqualogical at the suit of the Client after the expiration of one (1) year from the date of completion in respect of final amount claimed by Aqualogical.
13. Copyright of all drawings, reports, specifications, calculations and other documents provided by Aqualogical in connection with the project shall remain the property of Aqualogical. The Client alone shall have the licence to use these documents.
14. Any dispute between the Client and Aqualogical shall first be the subject of informal mediation provided that this provision shall not prevent Aqualogical from instigating legal action at any time to recover moneys owing by the Client to Aqualogical.
15. The Client may terminate their obligations under these conditions:
  - a) In the event of substantial breach by Aqualogical of its obligations hereunder, which breach has not been remedied within 30 days of written notice from the Client requiring the breach to be remedied; or
  - b) Upon giving Aqualogical 60 days written notice of their intention to do so;
  - c) Once the Client provides written notice to stop work, notwithstanding clause a) and b) the Client is liable to pay the entire fee for the stage of works currently in progress.

16. Aqualogical may suspend or terminate its obligations under these conditions if the client:
- a) Becomes insolvent or enters into a scheme of arrangement with its creditors;
  - b) Fails to supply the required information to an adequate standard as requested in a timely fashion or within the time frame specified;
  - c) Changes the scope of the engagement or introduces additional requirements;
  - d) Introduces their own contract;
  - e) Fails to appoint a person to represent the client with the adequate authority, skills and knowledge to facilitate the communication of information as required, make decisions effecting the project and authorize actions, payments and related activities;
  - f) Should the client engage in needless communication, obstructive behaviour, inadequate communications or excessive interactions as deemed so by Aqualogical;
  - g) Fails to pay Aqualogical in accordance with this agreement;
  - h) Commits a substantial breach of this agreement – Aqualogical may:
    - I. In the case of the default specified in Clause (a) forthwith terminate this agreement by written notice addressed to the Client; and
    - II. In the case of any other specified default, terminate this agreement by written notice addressed to the Client if the Client fails to remedy the default within 30 days from the date of service of a notice by Aqualogical on the Client specifying the relevant default.
17. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Aqualogical, Aqualogical is unable to perform in whole or in part any obligation under these terms and conditions, including delay of services, Aqualogical shall be relieved of that obligation under these terms and conditions to the extent and for that period that it is so unable to perform and shall not be liable to the Client in respect of such inability.
18. The Client shall notify Aqualogical in writing of any change of ownership of the Client or its business, or of directorships in the case of a corporate Client, or of any other change whatsoever affecting these terms and conditions within seven (7) days from the date of such a change.
19. The Client indemnifies Aqualogical from and against any loss or damage incurred as a result of the Client's failure to notify Aqualogical of any change in ownership.
20. The Client cannot assign these terms and conditions without the prior written consent of Aqualogical. Aqualogical can assign these terms and conditions to a third party without the consent of the Client.
21. These terms and conditions and all matters concerning the business relationship between Aqualogical, and the Client shall be governed by the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland for the conduct of any litigation.
22. Pursuant to sections 11 and 12 of the *Electronic Transactions (Queensland) Act 2001*, the parties to this Agreement consent to both give and receive information by electronic communication as defined in that Act. We are able to send and receive documents electronically. However, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically (or you accept any document electronically), you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.
23. Pursuant to section 14 of the *Electronic Transactions (Queensland) Act 2001*, the parties to this Agreement consent to the use of an electronic signature as a means of executing this Agreement and as defined in that Act.
24. Aqualogical collects personal information about the Client (if a sole trader, individual trustee, or partnership of individuals) for the purposes set out in its Privacy Policy. This policy may be located at <https://www.aqualogical.com.au/>. A hardcopy of this policy can also be provided to the Client free of charge, upon request.
- a) The Privacy Policy sets out: the personal information Aqualogical collects; how Aqualogical collects and uses this information; how the Client may access or correct it; and how the Client may make a complaint in respect of Aqualogical management of the information.
25. By the Client providing instructions to Aqualogical for the supply of services, the Client is consenting to Aqualogical's collecting, handling, using, disclosing and otherwise dealing with the Client's personal information (including credit related personal information) in accordance with the terms of Aqualogical's Privacy Policy, and in accordance with Australia's privacy laws.