

1. DEFINITIONS

“**Services**” means engineering, consulting, project management, inspections, design, drafting, or related services provided by KELKIE GROUP.

“**Client**” means the party engaging KELKIE GROUP.

“**Deliverables**” means any drawings, reports, models, calculations, or outputs.

2. ENGAGEMENT

2.1 These Terms apply to all Services unless otherwise agreed in writing.

2.2 Any scope, proposal, or quotation forms part of this agreement.

2.3 In the event of inconsistency, the following order applies:

- (a) Executed Agreement
 - (b) Proposal / Scope
 - (c) These Terms
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3. FEES & PAYMENT

3.1 Fees are as stated in the proposal, scope, estimate, quote or as per agreed rates.

3.2 Invoices are payable immediately for all clients without an account with KELKIE GROUP, or within 7–14 days for approved account holders, or as agreed in writing.

3.3 Late payments will incur interest at 15% p.a.

3.4 KELKIE GROUP may suspend Services for non-payment.

3.5 Nothing in these Terms limits or excludes any rights or obligations under applicable Security of Payment legislation

4. VARIATIONS

4.1 Any change to scope must be agreed in writing.

4.2 KELKIE GROUP is entitled to adjust fees and programme for variations.

5. CLIENT OBLIGATIONS

The Client must:

- (a) Provide accurate and complete information
- (b) Provide timely access to site, personnel, and data
- (c) Ensure a safe working environment (WHS compliance)
- (d) Obtain all necessary approvals and permits unless agreed otherwise

6. RELIANCE ON INFORMATION

6.1 KELKIE GROUP is entitled to rely on information provided by the Client or third parties.

6.2 KELKIE GROUP is not responsible for errors arising from incorrect or incomplete information.

6.3 The Client acknowledges that KELKIE GROUP is not responsible for site conditions, latent conditions, or third-party performance unless expressly agreed.

7. LIMITATION OF LIABILITY

7.1 Liability is limited to the lesser of:

- Fees paid, or
- the available limit of indemnity under KELKIE GROUP's Professional Indemnity insurance policy

7.2 KELKIE GROUP is not liable for:

- Indirect or consequential loss
- Loss of profit, revenue, or opportunity

8. PROFESSIONAL SERVICES DISCLAIMER

8.1 Services are provided using reasonable skill and care.

8.2 KELKIE GROUP does not guarantee outcomes where external factors apply (construction, third parties, site conditions, etc.).

8.3 KELKIE GROUP does not warrant that the Services or Deliverables will be fit for any particular purpose unless expressly agreed in writing.

9. INTELLECTUAL PROPERTY

9.1 All Deliverables remain the property of KELKIE GROUP until full payment is received.

9.2 The Client is granted a limited, non-transferable licence to use Deliverables for the specific project only. This licence is conditional upon full payment of all fees.

9.3 Deliverables must not be reused, modified, or relied upon for other projects without written consent.

10. CONFIDENTIALITY

10.1 Both parties must keep confidential information secure.

10.2 The NDA (if executed) applies in addition to these Terms.

KELKIE GROUP PTY LTD

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11. NON-CIRCUMVENTION

11.1 The Client must not directly engage KELKIE GROUP's subcontractors, consultants, or introduced parties without written consent.

11.2 This clause applies during the engagement and for 24 months after completion.

12. INSURANCE

12.1 KELKIE GROUP maintains appropriate insurance (e.g. PI, Public Liability).

12.2 Evidence can be provided upon request.

13. TERMINATION

13.1 Either party may terminate this agreement with 7 days written notice.

13.2 KELKIE GROUP is entitled to payment for Services performed up to termination.

13.3 KELKIE GROUP may terminate immediately for non-payment or breach.

14. SUSPENSION

KELKIE GROUP may suspend Services where:

- Payment is overdue
- Safety risks are identified
- Required information is not provided

KELKIE GROUP is not liable for any delay, cost, or consequence arising from such suspension.

15. FORCE MAJEURE

Neither party is liable for delays caused by events outside reasonable control (e.g. weather, supply issues, industrial action).

16. GOVERNING LAW

This agreement is governed by the laws of **Queensland, Australia**.

17. ENTIRE AGREEMENT

These Terms form the entire agreement unless otherwise agreed in writing.