JHA Standard Terms and Conditions

JHA Consulting Engineers (NSW) Pty Ltd, ABN:48 612 666 172
JHA Consulting Engineers (QLD) Pty Ltd, ABN:50 613 042 809
JHA Structures & Civil Pty Ltd, ABN 54 684 729 502

Agreement for the provision of Consulting Engineering Services and is subject to the following terms and conditions.

1. ENTIRE AGREEMENT AND RELIANCE

1.1 These JHA Standard Terms and Conditions (the Contract) form the entire agreement between the parties and take precedence over any other terms or agreements.

1.2 JHA has relied on the information provided to it for the purpose of pricing and scoping the Works and in the event such information is incorrect or inaccurate may advise the Principal and claim for any time or cost associated with those inaccuracies.

2. STANDARD OF CARE

JHA will perform the Works to the standard of skill, care and diligence expected of a competent professional practicing in its field of services.

3. SCOPE AND DIRECTIONS

3.1 JHA will deliver the Works or services in accordance with the agreed scope or specifications outlined in the Proposal. JHA will advise the Principal as soon as practicable of any errors or omissions in the information provided.

3.2 All directions provided to JHA with respect to the Works or services must be in writing.

4. TIME AND PROGRESS

4.1 JHA will proceed with the Works or services in accordance with any agreed schedule or completion date in writing between the parties. JHA supports the use of AI where it is approved, risk-assessed, and used in accordance with this policy.

4.2 JHA will not be liable for any late completion costs or damages.

5. PAYMENT TERMS

5.1 FEES

The payment terms for the project are as set out in the **JHA** Engineers Proposal for this project. Should the **Principal**'s financial responsibility be or become unsatisfactory to **JHA**, advanced cash payments or security satisfaction to **JHA** may be required. **JHA** reserves the right to charge interest on all outstanding invoices. Interest where applicable, shall be charged at the equivalent of the National Australia Bank overdraft rate plus 2%. **JHA** further reserves the right, either to terminate this contract or to suspend further works in the event the **Principal** fails to make payments when due.

Unless otherwise agreed, the **Principal** shall pay the fee payable to the Consultants under the Contract and JHA reserves all rights pursuant to payment claims under the *THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENTS ACT (NSW) 1999*.

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JHA shall submit to the **Principal** during the Contract a claim for a progressive payment of the fee (Progress Claim). The claim shall be in the form of a Tax invoice and shall include not less than the following details:

a) Work under the Contract performed by **JHA** during the period of which the claim relates (the Claim Period).
b) Mandatory Estimate of the proportion of the fee payable to **JHA** by the **Principal** for services provided during the Claim Period.
c) If the **JHA** is claiming payment for costs and disbursement reimbursable to the Claim Period.

Within thirty (30) days of the date of receipt by the **Principal** of a Progress Claim, the **Principal** will pay to **JHA** all amounts claimed by **JHA** that are properly due and payable to the **JHA** under the Contract. **JHA** shall provide any further details in regard to the work upon request by the **Principal**.

Failure by the **Principal** to pay the amount by the due date:

Will entitle **JHA** to make a claim for interest penalties on the late payment.

6. DISBURSEMENTS AND EXPENSES

Where not already included in the negotiated fee, **JHA** shall be reimbursed for disbursements and expenses as have been reasonably and properly incurred in performing work under the Contract. Such expenses must have the prior approval of the **Principal** and shall be limited to the following:

a) travelling time allowance, where applicable, shall be paid at the appropriate hourly rate for the time spent in travelling.

b) Car allowances shall be paid per kilometre in accordance with the current Australian Taxation Office rates.

c) Fares for travel means of public transport shall be reimbursed at the actual costs except for travel by air, which shall be limited to cost of economy class fares.

d) Unless provided otherwise in the Contract, the cost of reproducing final documents in quantity where directed by the **Principal**, shall be reimbursed at commercial rates agreed in advance.

e) The cost of other approved expenses shall be reimbursed at cost.

JHA shall submit a claim for such authorised expenses and disbursements and provide the **Principal** with evidence of those costs.

7. QUOTED PRICE

JHA agrees to provide the Works on the terms set out in the Proposal, for the **JHA** quoted price set out in the Quotation Item of the Proposal. The quoted price payable to **JHA** is subject to a Variation by giving a written notice to the **Principal** at any time.

7.1 VALIDITY OF OFFER

This offer is valid for 28 days from the date of this offer or until this offer is rescinded by JHA Consulting Engineers.

Should the work extended beyond 120 days from the date of this offer, we reserve the right to revisit our quote.

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7.2 INTELLECTUAL PROPERTY

The intellectual and physical ownership of any designs shall remain with JHA Consulting Engineers until all sums owing are paid under this contract or any other contract after which ownership is transferred to the Principal.

8. VARIATIONS

JHA is only obliged to perform the Works as set out in the Proposal. There is no obligation on **JHA** to perform any other works. Any Variation to the Works must be in writing and signed by **JHA** and the **Principal**.

The **Principal** may, by written notice direct or permit **JHA** to vary the scope or nature of work under the Contract including the program without prejudice to the Contract. Any resultant adjustment to the fee payable to **JHA** shall be negotiated and agreed by the parties.

9. CONFIDENTIALITY

JHA shall not use or permit to be accessed, used, published or disclosed Confidential Information except where such disclosure is required by law or an order of a court.

Confidential Information means all and any information whether of a technical, scientific, industrial, commercial, business or private nature expressly designated by the **Principal** in writing as confidential, but does not include:

a) Information which is in the public domain or of which **JHA** was aware prior to entering into this Agreement.
b) Information which is reasonably required by **JHA** for the purpose of providing and developing works programs services or assistance for other manufactures or
c) Information which is to be used by **JHA** for case studies or other specified purposes where the use of such information for such purpose has been approved by the Principal. Subcontracting, Assignment and Novation.

10. SUBCONTRACTING, ASSIGNMENT AND NOVATION

a) JHA may subcontract work with the Principal's written approval.
b) Neither party shall assign or novate their rights under the Contract without the written approval of the other party.

11. LIMIT OF LIABILITY

The aggregate liability and indemnity of JHA, howsoever arising is limited to the replacement of such services or the value of the Contract Works determined at JHA's sole discretion. **JHA** is not liable to the **Principal** for any consequential or indirect loss or damage including but not limited to loss of use, loss of profits or revenue, loss of capital or like items of loss or damage where that loss does not arise in the usual course of things.

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12. INSURANCE - WORKERS COMPENSATION INSURANCE , PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY

Before commencing work under the Contract, **JHA** shall maintain for the duration of the Contract appropriate insurance policies.

12.1 LODGEMENT OF CERTIFICATES OF CURRENCY

JHA shall, if so requested, provide the **Principal** with copies of Certificates of Currency.

13. DELAY AND FORCE MAJEURE

JHA shall not be liable for any delay in, or failure to perform, the Works to the extent that such delay or failure is caused by a Force Majeure Event or any other event or circumstance beyond JHA's reasonable control. A **Force Majeure Event** means an intervening event or circumstance beyond the reasonable control of JHA which prevents or delays JHA from performing the Works.

JHA shall use reasonable endeavours to minimise the effect of the delay and recommence performance as soon as reasonably practicable.

14. NOTICES

All notices under the Contract are only deemed to be complying if served to the address shown in the signing page.

15. JURISDICTION

This contract is to be read as consistent with the laws of NSW, Australia with disputes also dealt with under that jurisdiction.

16. TERMINATION

The **Principal** may terminate the provision of the works by giving two (2) weeks written notice to **JHA** of termination for any reason whatsoever whereupon this Agreement shall automatically cease and determine on the expiry of that notice.

In the event that this agreement is terminated the **Principal** shall pay (within 30 days) all costs expenses and fees incurred by **JHA** (including all staff, consultants and sub-contractors employed by **JHA**) in the conduct of the works to the date of termination at the charge out rates or fee scales. **JHA**'s determination of such termination charges shall be conclusive.

17. JURISDICTION

All costs, charges and expenses (including legal costs and expenses on a solicitor and client basis and out of pocket expenses) resulting from any breach by any party of its obligations pursuant to this Agreement and

suffered, sustained or incurred by any other party to this Agreement shall be payable to the aggrieved party by the defaulting party upon demand on a fully indemnity basis.

18. DISPUTE RESOLUTION

18.1 If either party believes the to be a dispute under the Contract, it may advise the other in writing.

18.2 Within 14 days of a dispute notice, the parties will convene to attempt to negotiate an outcome.

18.3 If negotiation fails, either party may refer the dispute to mediation, sharing cost equally and conducting the mediation in accordance with the mediators rules.

18.4 If mediation fails, a party may refer the matter to litigation.

19. PARTIES

Principal – the Customer/ Client

JHA– JHA Consulting Engineers (Consultant)

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I hereby agree to the Terms and Conditions of **JHA.**

Name:	
Company:	
Address:	
ABN:	**Phone No:**
Email:	
Signature:	**Date:**
Email address for invoices and billing:	

Please sign acceptance sheet and return to us by email: accounts@jhaengineers.com.au

Invoices are to be sent to: ☐ directly to the client at the above billing address

(please tick as appropriate box) ☐ c/- the architect for processing and forwarding on to the client

Revision:	Date:	Maintained by:
C	06 June 2022	CK
D	7 Feb 2026	CK