

28 March 2019

191028 SAAA

Structural Consultancy Proposal for Sylvania Waters Seawall Inspection

Client: As noted in acceptance slip at end of this letter
Bruce Duff
TTW Contact: Email: bruce.duff@ttw.com.au
Mobile: 0411 884 529

Scope of Work & Fee Structure

	Amount
Seawall inspection & report	\$500 + 10% GST

Commencement

We would commence work on receipt of this agreement with the acceptance section below duly signed by your authorised representative. By signing this agreement, you confirm that you shall be bound by the terms of the TTW fee proposal unless we mutually agree on alternative written terms. Please reply via email to bruce.duff@ttw.com.au.

Yours faithfully,
TAYLOR THOMSON WHITTING (NSW) PTY LTD
in its capacity as trustee for the
TAYLOR THOMSON WHITTING NSW TRUST



DAVID CAROLAN
Director

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Acceptance of Above Commission:

We confirm our acceptance of the terms of this agreement and request Taylor Thomson Whitting (NSW) Pty Ltd to undertake the described works.

Client Name:.....
.....

Address:

Phone Number:

Email:

Signed:

Client

Comments:

.....

.....

Please sign, scan and return in PDF format via email to: bruce.duff@ttw.com.au
cc Rebecca.wilson@ttw.com.au
& grace.zhou@ttw.com.au

Appendix A

Conditions of Engagement

Annexure to the Australian Standard General Conditions for Consultants AS4122-2010

TTW operates under the AS 4122 - 2010 standard contract with any deletions, amendments and additions to the Australian Standard General Conditions of Contract for Consultants are listed below. A copy of AS4122 – 2010 contract can be provided on request. Clause numbers reflect clauses in AS4122-2010.

37.0	Trustee Limitation of Liability
37.1	Taylor Thomson Whitting (NSW) Pty Ltd (ABN 81 113 578 377), (the Trustee) is executing this Contract, and entering into the transaction contemplated by this Contract, only in its capacity as trustee of the Taylor Thomson Whitting NSW Trust (ABN 59 514 956 558) (Trust) and in no other capacity. A party to this Contract may not seek the appointment to the Trustee of a receiver (except in relation to property of the Trust), a liquidator, administrator or any similar person or prove in any liquidation, administration or arrangement of or affecting the Trust (except in relation to the Trust).
37.2	A liability arising under or in connection with this Contract can be enforced against the Trustee only to the extent to which the Trustee is actually indemnified for the liability out of the property of the Trust. Each party waives all rights and releases the Trustee from all other liability (including personal liability). The Trustee has no obligation to meet any liability under this Contract out of any assets held by the Trustee in its own right nor in any circumstances out of assets held by it in any other capacity.
37.3	The limitation of the Trustee's liability survives termination of this Contract.
38.0	Other matters
38.1	The Client acknowledges and accepts that TTW will not design new structures to withstand any act of terrorism or review existing structures to determine their response to any act of terrorism. Should the Client require that structure be so designed or reviewed, the Client shall notify TTW of that requirement in writing, and further shall indemnify TTW against any claim or liability relating to, arising from or connected with any act of terrorism.
38.2	After the expiration of one (1) year from the date of invoice for any investigation report, TTW shall be discharged from all liability in respect of the services provided whether under the law of contract, tort or otherwise.
38.3	Alterations to drawings after the TTW drawings have been issued for tender/design development will be charged on a time basis with a budget estimate agreed with the Client prior to commencement. This would be applicable for any variations in the scope of work including modifications to existing, extra design and documentation, or work requested by the builder or any other party.
38.4	TTW reserves the right to withhold our documentation and/or certification and/or stop our work on the project and charge interest if, after notice from us, the account remains unpaid for a period of 90 days from the date on which the payment became due.
38.5	TTW's liability to the Client shall not exceed \$1,000,000. TTW's liability shall be limited to direct costs only and we shall have no liability for loss of profit or consequential damages. If any loss suffered by the Client has been caused or contributed to by the Client, its employees, contractors, agents, or third parties, TTW's liability shall be reduced proportionately.
38.6	The Client acknowledges and accepts that any and all liability TTW has or may have to the Client will cease 7 years after Practical Completion of the Project.
38.7	TTW's insurer provides professional indemnity insurance for work completed in our role as professional engineer. The insurer does not provide insurance in respect of any claim against TTW for any assumed liability under any express warranty, guarantee or agreement unless such liability would have attached to TTW notwithstanding such express warranty, guarantee or agreement.