

ANDREW CHERUBIN AND ASSOCIATES

STANDARD AGREEMENT FOR THE PROVISION OF CONSULTING ENGINEERING SERVICES

1. Andrew Cherubin & Associates shall provide to the Client the consulting services described in the provided submission.
2. In providing the services, Andrew Cherubin & Associates shall exercise the degree of skills, care and diligence normally exercised by consultants in similar circumstances.
3. The Client shall provide to Andrew Cherubin & Associates briefing and all information concerning the Client's requirements for the commission.
4. The Client shall provide to Andrew Cherubin & Associates the Fee and the Reimbursable Expenses as set out in the submission. Goods and Services Tax [GST] at the current rate will be payable in addition to these amounts.
5. All monies payable by the Client to Andrew Cherubin & Associates shall be paid within fourteen [14] days of invoice. Monies not paid within that period shall attract interest at existing commercial rate plus five percent [5%] and any incurred costs from the date of invoice until payment.
6. **At the discretion of the consultant final documentation and any required certification of documents may be withheld by Andrew Cherubin & Associates until full and final payment of agreed submission amount and any amount for agreed extra work.**
7. The liability of Andrew Cherubin & Associates to the Client in respect of the project shall be limited to the cost of rectifying the works, the subject of the Commission, or the sum of \$300,000, whichever is the lesser.
8. No action shall lie against Andrew Cherubin & Associates by the Client after the expiration of one [1] year from the date of invoice in respect of the final amount claimed by Andrew Cherubin & Associates pursuant to Clause 4.
9. Copyright and intellectual property rights in all drawings, reports, specifications, bills of quantity, calculations, computations, schedules and other documents provided by Andrew Cherubin & Associates shall remain the property of Andrew Cherubin & Associates unless otherwise agreed in writing with the Client.
When full payment for agreed works is paid then licence is given to the client only to produce the works for which the documents are intended and, when applicable, only at the specific site to which the documents relate. For the purpose of this clause the client is the person(s) who are listed above or when a representative, the person(s) or entity that they represent and whose name must be provided to Andrew Cherubin and Associates prior to acceptance of this agreement.
10. Subject to Clause 9, the Client alone shall have a licence only after all fees are paid to use the documents referred to in Clause 9 for the purpose of completing the project but the Client shall not use, or make copies of, such documents in connection with any work not included in the project.
11. If the Client is in breach of any obligation to make a payment to Andrew Cherubin & Associates, Andrew Cherubin & Associates may revoke the licence and any associated certification referred to in Clause 9 and the Client shall then cause to be returned to Andrew Cherubin & Associates all documents referred to in Clause 9, and all copies thereof.
12. Any dispute between the Client and Andrew Cherubin & Associates shall first be the subject of mediation, provided that this provision shall not prevent Andrew Cherubin & Associates from instigating legal action at any time to recover monies owing by the Client to Andrew Cherubin & Associates.

13. The Client may terminate the Consultant's obligations under this Agreement:
 - (a) in the event of substantial breach by Andrew Cherubin & Associates of their obligation hereunder, which breach has not been remedied within thirty [30] days of written notice from the Client requiring the breach to be remedied; or
 - (b) upon giving Andrew Cherubin & Associates sixty [60] days' written notice of their intention to do so.
14. Andrew Cherubin & Associates may suspend or terminate the Consultant's obligations under this Agreement:
 - (a) in the event of –
 - (i) monies payable to Andrew Cherubin & Associates hereunder being outstanding for more than sixty [60] days;
 - (ii) other substantial breach by the Client of their obligations hereunder, which breach has not been remedied within thirty [30] days of written notice from Andrew Cherubin & Associates requiring the breach to be remedied; or
 - (b) upon giving the Client sixty [60] days' written notice of their intention to do so.
15. If Andrew Cherubin & Associates considers it appropriate to do so they may, with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist Andrew Cherubin & Associates in specialist areas. The Client accepts responsibility for all monies payable to such other consultant.
16. Neither party may assign, transfer or sub-let any obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or sub-letting shall release the assignor from any obligation under this Agreement.
17. This agreement covers all works described in the submission and any associated additional works requested by the client unless a new submission has been provided by Andrew Cherubin and Associates.