

aurecon

*Bringing ideas
to life*

PRO BONO TERMS OF BUSINESS

Aurecon Australasia Pty Ltd

ACN 005 139 873

Revision: 0

1 AURECON'S OBLIGATIONS

- 1.1 Aurecon will perform the services ("Services") as agreed with you, as our client ("You" of "Your") with care, skill and diligence and in a timely manner to the standard reasonably expected of a competent professional service provider in the technical field relating to the Services.
- 1.2 Aurecon will carry out the Services in compliance with: applicable laws and mandatory codes and standards; and with due regard to health, safety and the environment.

2 YOUR OBLIGATIONS

- 2.1 You will:
 - (a) promptly provide Aurecon with all information and documents relating to Your requirements relevant to the performance of the Services;
 - (b) avoid doing or omitting to do anything which may:
 - (i) delay the performance of the Services;
 - (ii) unacceptably or unlawfully expose any of Aurecon's employees or contractors to any danger to their health or safety;
 - (iii) cause or lead Aurecon to breach any applicable anti-bribery or anti-corruption laws;
 - (c) be responsible for obtaining consents, permits, or approvals, to enable Aurecon to perform its Services; and
 - (d) comply with all laws, codes and any other legal requirements governing the Project and these Terms.

3 FEES AND EXPENSES

- 3.1 No fee will be payable for the provision of the Services by Aurecon under these Terms.
- 3.2 You must promptly reimburse Aurecon for all duly incurred third party expenses and disbursements incurred in conjunction with the performance of the Services.

4 DOCUMENTS

- 4.1 You accept the risk of:
 - (e) using drawings, specifications, reports or any other documents or deliverables issued by Aurecon ("Documents"); and
 - (f) the Documents being used for any purpose other than by You for the purpose for which they were issued; and
 - (g) the consequences of any error or inaccuracy of any information supplied to Aurecon for the purposes of performing the Services.
- 4.2 The Documents have been produced by Aurecon for You and solely for the purposes for which they were produced. You are not entitled to sell, assign, transfer or licence the Documents, or any rights or entitlements in or in relation to the Documents, to any third party without the prior written approval of Aurecon.
- 4.3 Aurecon's only duty of care is to You. If any other person wants to rely on the Documents, they do so at their own risk, unless we agree in writing that they may also rely on the Documents.
- 4.4 Unless agreed otherwise in writing, Aurecon is entitled to rely upon the accuracy of any information and documentation supplied by You or third parties for the purposes of performing the Services.
- 4.5 Copyright and all other intellectual property rights in the Documents or any part or aspects of the Documents:
 - (a) in the course of performing the Services, will vest in Aurecon on creation; and
 - (b) is licenced on a non-exclusive basis to You for the purposes of the Project.

5 CONFIDENTIALITY

- 5.1 Aurecon and You will maintain confidentiality in relation to any information that is confidential relating to the other party, the Services or these Terms, unless the prior written consent of the other party has been given, with the exception of information:
 - (a) required to be disclosed for the purposes of the Services;
 - (b) for the purposes of Aurecon publicising or clarifying any aspects of its involvement in the Project to the public or prospective clients as a demonstration of its experience or competency; and
 - (c) required to be disclosed in compliance with its statutory, legal and insurance obligations, including disclosure to professional consultants.
- 5.2 Except as a result of a breach of these Terms, information which is available in the public domain or obtained by either Party through legal means, will not be considered confidential.

6 DELAYS

- 6.1 Aurecon will be entitled to a reasonable extension of time for the performance of the Services and will not be liable for any costs, loss or damages incurred by You arising out of any delays in the performance the Services.

7 TERMINATION AND SUSPENSION OF SERVICES

- 7.1 Aurecon may at any time without further notice suspend or terminate the performance of the Services or these Terms.
- 7.2 You may end the engagement and ask us to suspend or end the performance of the Services at any time.
- 7.3 Clause 8 survives any termination of these Terms.

8 RESPONSIBILITY AND LIABILITY

- 8.1 Aurecon's total liability to You arising from or in connection with this agreement, the Services and these Terms is limited to \$50,000.
- 8.2 Aurecon's liability to You (if any) will be reduced to the extent such liability is caused or contributed by anyone else or anything beyond Aurecon's reasonable control.
- 8.3 Aurecon will not be liable for any loss of profits or any indirect or consequential loss or damage arising in connection with the Services.
- 8.4 Any liability which Aurecon may have in connection with these Terms or the Services will be deemed to have been discharged at the expiration of 2 years after the Aurecon finishes performing the Services or the termination of these Terms, whichever is the earlier. You are thereafter barred from commencing any legal action or making any claims against Aurecon in connection with the Services.
- 8.5 Aurecon will not be liable to You if we are unable to perform our Services as a result of any cause beyond our reasonable control.

9 MISCELLANEOUS

- 9.1 If Aurecon began to perform the Services before these Terms were finally agreed by all the parties, these Terms will apply retrospectively from when the Services began to be performed.
- 9.2 These Terms will be interpreted in accordance with and governed by the law of Victoria, Australia ("Governing Law").
- 9.3 Any additional conditions or special conditions attached to these Terms will take precedence over any other clause in these Terms.
- 9.4 Any changes to these Terms must be agreed and confirmed by Aurecon and You in writing.
- 9.5 Your continued instructions in this matter will confirm acceptance of these Terms.