



Standard Terms & Conditions

Short Form Online Version 2 (Issued July 2024)

The providing entity of the Services described in these terms is Engenuity Solutions Holdings Pty Ltd ACN 623 006 673 ATF Engenuity Solutions Unit Trust (**Engenuity**).

Agreement

1. These terms constitute an agreement between Engenuity and the Client and, together with any Proposal, will govern the provision of the Services.
2. The Client shall be deemed to have accepted these terms by providing Engenuity with instructions to provide the Services after receiving a link to these terms.
3. Unless otherwise stated herein, these terms are intended to be read together with any Proposal and both documents are to be taken as mutually explanatory of one another. If there is any inconsistency between these terms and any Proposal, these terms will apply to the extent of any inconsistency.
4. The term of this agreement shall commence on the date that the Client accepts these terms and will expire upon completion of the Services or termination of this agreement pursuant to clause 38, whichever occurs first.
5. Unless these terms are replaced by equivalent terms, these terms will continue to apply to any other services provided by Engenuity to the Client after the term of this agreement.

Services

6. The Client can request Engenuity to provide the Services by providing Engenuity with oral or written instructions.
7. Engenuity shall be deemed to have accepted the Client's request by providing the Services. Engenuity shall be entitled to reject any request for Services at any time prior to provision of the Services. Engenuity shall not be bound by any terms contained or referred to in the Client's request for Services, including, for the avoidance of doubt, any purchase order issued by the Client.
8. Engenuity will provide the Services to the standard of skill, care and diligence expected of a skilled and competent professional practising in the particular fields relevant to the Services.
9. Engenuity is permitted to use subcontractors to provide some or all of the Services, subject to Engenuity being responsible for the work of its subcontractors.
10. Engenuity is engaged as an independent contractor and shall be entitled to determine, in its discretion, which employees or subcontractors provide the Services.
11. The Client shall:
 - a. promptly provide all information and documents reasonably required by Engenuity to provide the Services;
 - b. refrain from preventing, impeding or delaying Engenuity's provision of the Services;
 - c. provide Engenuity (including its subcontractors) with safe access to any location as is reasonably required to provide the Services, and make available, without charge, such facilities at the location as reasonably required to provide the Services; and

- d. generally cooperate and assist Engenuity to provide the Services.

12. The Client warrants that all information provided to Engenuity is accurate in all material respects. The Client acknowledges and agrees that any material error or omission in such information will require a variation.

Variations

13. Either party may request to vary the Services by such variation as is nevertheless of a character and extent contemplated by and capable of being carried out under any Proposal and, if none, the general scope of the Services requested by the Client pursuant to clause 6.
14. Engenuity shall be entitled to adjust its Fees for each variation. Unless the amount of the adjustment is agreed, the adjustment will be calculated and payable on the basis of the Rates.
15. Where a variation is required to enable Engenuity to complete the Services, Engenuity shall be entitled to suspend provision of the Services until such time that the Client agrees to the variation or terminates this agreement pursuant to clause 38.b.

Fees

16. The Client shall pay to Engenuity:
 - a. the Fees; and
 - b. the Disbursements.
17. Except where a Proposal provides otherwise:
 - a. Fees shall be calculated on a time-costed basis according to the Rates; and
 - b. Disbursements shall be calculated at the Disbursement Rate.
18. Engenuity may invoice the Client, at its election:
 - a. during each calendar month of the term of this agreement; or
 - b. upon completion of the Services; or
 - c. upon completion of milestones specified in a Proposal; or
 - d. otherwise, as specified in a Proposal.
19. Each invoice shall specify an amount of GST applicable to any Taxable Supply, which shall be payable by the Client at the same time as the payment in respect of the Taxable Supply to which the invoice relates. Unless otherwise stated in a Proposal, all amounts under this agreement are exclusive of GST.
20. Upon request by the Client, Engenuity shall provide the Client with timesheets (where applicable) in support of each invoice. Engenuity's timesheets shall be conclusive evidence of the actual time spent by Engenuity in providing the Services.
21. The Client shall pay each invoice in the Currency, by the Method and in accordance with the Payment Terms.
22. If the Client fails to make payment of invoices when due, without prejudice to any other rights, Engenuity shall be entitled to charge the Client interest from the day on which payment was due to the date of payment in full, calculated daily at the Interest Rate. If no due date for payment is specified, the amount is payable within fourteen (14) days of demand by Engenuity.
23. Engenuity shall be entitled to request that some or all of the Fees or Disbursements be paid in advance of provision of the Services. In such case, Engenuity shall be entitled to delay commencement of the Services until such time that the relevant Fees or Disbursements are paid in full. Engenuity shall not be liable for any losses sustained by the Client due to Engenuity delaying commencement of Services pursuant to this clause.

24. Without prejudice to any other rights, if the Client fails to make payment of any invoice which is due and payable, Engenuity may notify the Client in writing that it will suspend performance of the Services (including services to which the invoice does not relate), after the expiry of at least five (5) business days written notice to the Client. Unless payment has been made, Engenuity may suspend performance of the Services (including services to which the invoice does not relate) any time after expiration of the notice period. Engenuity must promptly lift any suspension after the Client has made payment of outstanding invoices, unless Engenuity has already terminated this agreement for material breach in accordance with clause 38.c.

Intellectual Property

25. The Client grants to Engenuity and its subcontractors a non-exclusive, non-transferrable, royalty-free, revocable licence to use the Client's Intellectual Property Rights to the extent required by Engenuity for the purpose of providing the Services.

26. Subject to the Client's compliance with clause 16, Engenuity grants to the Client a non-exclusive, non-transferrable, royalty-free and revocable licence to use any Intellectual Property Rights created or coming into existence at a future time as a result of Engenuity providing the Services, for the sole purpose of consuming the Services.

27. Subject to the licences granted by clauses 25 and 26, the parties acknowledge and agree:

- a. each party will continue to own all of their respective Intellectual Property Rights existing prior to this agreement;
- b. Engenuity shall own all Intellectual Property Rights created by it, or coming into existence at a future time in providing the Services; and
- c. neither of them shall use each other's Intellectual Property Rights other than in accordance with the licences granted by clauses 25 and 26.

28. The Client must not infringe any Intellectual Property Rights in providing information to Engenuity.

29. Engenuity must not infringe any Intellectual Property Rights in performing the Services.

Confidential Information

30. Confidential Information disclosed by one party to the other party may only be used by the recipient party as necessary to perform its obligations under this agreement.

31. Subject to clause 32, neither party shall disclose to any third party Confidential Information belonging to the disclosing party without the prior written consent of the disclosing party.

32. Clause 31 does not apply to Confidential Information to the extent that such information is:

- a. publicly available, other than due to a breach by a party of this agreement;
- b. already in the recipient's possession or lawfully received from sources not subject to confidentiality obligations;
- c. required to be disclosed under compulsion of law; or
- d. disclosed confidentially by a party on a need to know basis to employees, subcontractors or professional advisers.

Liability

33. Other than as expressly set out in these terms, Engenuity makes no warranties in relation to itself or the Services. To the maximum extent permitted by law, Engenuity excludes all conditions,

warranties and terms implied by statute, general law or custom, except any Non-Excludable Conditions.

34. Engenuity's maximum aggregate liability to the Client shall be limited, to the maximum extent permitted by law:

- a. for breach of contract, tort, statute or otherwise – to the total Fees paid by the Client to Engenuity in respect of the Services giving rise to the liability during the twelve (12) month period immediately prior to the liability arising;
- b. for breach of a Non-Excludable Condition in relation to the Services – supplying those Services again, or paying the reasonable cost of having those Services supplied again, whichever is lower.

35. The parties' liability to each other under this agreement in respect of any liability, loss, damage, cost or expense, howsoever sustained, shall be reduced proportionally to the extent that such liability, loss, damage, cost or expense was contributed to by party who sustained such liability, loss, damage, cost or expense, including by its officers, employees, agents or subcontractors.

36. Neither party shall, under any circumstances whatsoever, be liable for any indirect, special or Consequential Loss sustained by the other party, howsoever caused, including whether or not caused by the negligence of a party, its employees or subcontractors, or arising out of contract, negligence or otherwise, even if:

- a. the party was advised of the possibility of such Consequential Loss;
- b. the party knew the Consequential Loss was possible; or
- c. the Consequential Loss was otherwise foreseeable.

37. The Client acknowledges and agrees that it may not commence any claim or proceedings against Engenuity in respect of any liability, loss, damage, cost or expense sustained by the Client under or in connection with this agreement after the expiration of two (2) years after the date on which the circumstances giving rise to liability, loss, damage, cost or expense arose, and expressly waives all rights in this regard with respect to any limitation period provided for under statute or general law and further covenants that this clause may be pleaded as a bar by Engenuity to any claim or proceedings commenced by the Client.

Termination

38. This agreement may be terminated

- a. by mutual agreement, at any time;
- b. by the Client, by giving twenty (20) days written notice; or
- c. by either party for material breach of this agreement which remains unremedied for at least fourteen (14) days after notice of the breach is given to the defaulting party.

39. Upon termination:

- a. Engenuity shall immediately cease providing the Services;
- b. Engenuity shall invoice the Client for
 - i. Fees in respect of Services provided prior to termination; and
 - ii. Disbursements incurred prior to termination which would have been payable by the Client had this agreement not been terminated.

40. Clauses 38 and 39 do not exclude any other right of Engenuity at law.

41. It shall not be a breach of this agreement if Engenuity is unable to provide the Services due to a Force Majeure Event. If a Force

Majeure Event affects Engenuity's ability to provide the Services for a period of more than sixty (60) days, either party may terminate this agreement with immediate effect by giving notice to the other party. The process in clause 39 will apply to such termination.

42. Following termination of this agreement, the parties will return all Confidential Information belonging to each other party within fourteen (14) days.

Hire

43. The following clauses 44 to 62 will apply if a Proposal provides for the hire of Equipment by Engenuity to the Client. These clauses are intended to be read together with other provisions of this agreement which will apply *mutatis mutandis*. However to the extent that these clauses are inconsistent with other provisions of this agreement, these clauses will apply to the extent of any inconsistency.

44. Except where the Proposal provides otherwise, Engenuity will make the Equipment available for collection by the Client or its carrier in one or multiple parcels at Engenuity's address. The costs of collecting the Equipment (if any) shall be borne by the Client.

45. Where the Proposal provides that Engenuity will deliver the Equipment in one or multiple parcels at the Client's nominated address, the Client will make all arrangements necessary to take delivery of the Equipment. In the event The Client is unable to accept delivery of the Equipment, Engenuity will be entitled to recover its costs associated with any failed delivery or re-delivery.

46. The Client will inspect the Equipment upon delivery and notify Engenuity of any alleged defects or damage to the Equipment within 24 hours of delivery. The Client will afford Engenuity the opportunity to inspect the Equipment within a reasonable time thereafter. In the absence of notice by the Client, the Equipment will be presumed to be free of any defect or damage upon the commencement of the Hire Period.

47. Risk in and to the Equipment (and any of its component parts) will pass to the Client upon delivery and will remain with the Client until the Equipment is returned to Engenuity.

48. Title in and to the Equipment will remain with Engenuity and no legal or equitable interest or property in the Equipment will pass to or vest in the Client.

49. During the Hire Period and thereafter until the Equipment is returned to Engenuity, the Client will ensure the Equipment is stored in a manner that is safe, secure and protected from theft, seizure, loss or damage.

50. The Client must only use the Equipment for the purpose for which it is designed to be used and in accordance with the Proposal and any instructions provided by Engenuity to the Client.

51. The Client will maintain the Equipment in good and substantial repair and condition, save for reasonable wear and tear. Engenuity will be entitled to charge the Client for any costs incurred by Engenuity arising out of the Client's failure to properly clean, care for or maintain the Equipment.

52. The Client must not permit any person(s), other than Engenuity or its subcontractors, to alter or modify or repair the Equipment.

53. During the Hire Period, the Client will be responsible for any loss or damage to the Equipment, including where the Equipment is damaged, seized or stolen, whether or not such loss or damage is caused by the negligence of the Client.

54. In the event of a breakdown, failure or default of the Equipment during the Hire Period, the Client will:

- a. immediately notify Engenuity and make the Equipment available for inspection by Engenuity or collection by Engenuity's carrier (as appropriate); and
- b. not repair or attempt to repair to the Equipment without the express consent of Engenuity.

55. At the end of the Hire Period, the Client will deliver the Equipment to Engenuity's nominated address. The costs of return delivery will be borne by the Client.

56. The Client will pay to Engenuity:

- a. the Hire Fees as consideration for hire of the Equipment; and
- b. the Security Deposit as collateral for hire of the Equipment.

57. Engenuity will invoice the Client for the Hire Fees and the Security Deposit (as applicable), in accordance with the Proposal or otherwise at the commencement of the Hire Period and at reasonable intervals thereafter.

58. Each invoice shall specify an amount of GST applicable to any Taxable Supply, which shall be payable by the Client at the same time as the payment in respect of the Taxable Supply to which the invoice relates. Unless otherwise stated in the Proposal, all amounts under this agreement are exclusive of GST.

59. The Client will pay each invoice in the Currency, by the Method and in accordance with the Payment Terms without deduction or set-off.

60. Without prejudice to any other rights, if the Client fails to make payment of any invoice which is due and payable, Engenuity may do any or all of the following:

- a. to suspend all hire of the Equipment;
- b. enter into or upon any premises where the Equipment is stored to recover the Equipment.

61. Engenuity must promptly lift any suspension after the Client has made payment of outstanding invoices, unless Engenuity has already terminated this agreement.

62. If the Client fails to return the Equipment to Engenuity by the end of the Hire Period, Engenuity may (without prejudice to any other rights):

- a. appropriate any Security Deposit paid by the Client to mitigate any damages that Engenuity may incur; and
- b. charge the Client a Hire Fee prorated for each additional day that the Client continues to possess the Equipment after the Hire Period.

Goods

63. The following clauses 64 to 86 will apply if a Proposal provides for the sale of Goods by Engenuity to the Client. These clauses are intended to be read together with other provisions of this agreement which will apply *mutatis mutandis*. However, to the extent that these clauses are inconsistent with other provisions of this agreement, these clauses will apply to the extent of any inconsistency.

64. Engenuity warrants to the Client that the Goods will, at delivery:

- a. be free from defects in materials or workmanship;
- b. conform to the description in the Proposal; and
- c. be fit for the purpose(s) stated in the Proposal.

65. Other than the warranties in clause 64 or any additional warranties provided for in the Proposal, Engenuity excludes to the extent permitted by law, all conditions, warranties, purposes and terms

- implied by statute, general law or custom, except any Non-Excludable Conditions.
66. Except where the Proposal states otherwise, Goods will be deemed to be delivered when they are made available for collection by the Client's or its carrier at Engenuity's address
 67. Any time specified by Engenuity for delivery of the Goods is an estimate only and Engenuity shall not be liable for any loss or damage incurred by the Client as a result of delivery occurring later than estimated.
 68. The Client or its carrier must collect the Goods within fourteen (14) days of the Goods being made available for collection, or such other period provided for in the Proposal. If the Client is unable to collect the Goods within this time, Engenuity will be entitled to charge the Client a reasonable fee for storage or demurrage (as applicable) in addition to the Price.
 69. The cost of transporting the Goods shall be the sole responsibility of the Client.
 70. To the extent that Engenuity arranges transport of the Goods to any address nominated by the Client, it shall be without prejudice to clauses 66 to 69, and the cost of such transport shall be in addition to the Price.
 71. Risk in and to the Goods shall pass to the Client upon delivery.
 72. The Client will be responsible for insuring the Goods from delivery, including (but not limited to) during transit to the Client's nominated address.
 73. Except where the Proposal states otherwise, the Client will be responsible for arranging installation and commissioning of the Goods. If a Proposal provides that Engenuity will be responsible for installation or commissioning of the Goods, such works shall constitute a Service for the purpose of this agreement.
 74. The Client will pay the Price to Engenuity as consideration for supply of the Goods.
 75. Engenuity will invoice the Client for the Price, in accordance with the Proposal.
 76. Each invoice shall specify an amount of GST applicable to any Taxable Supply, which shall be payable by the Client at the same time as the payment in respect of the Taxable Supply to which the invoice relates. Unless otherwise stated in the Proposal, all amounts under this agreement are exclusive of GST.
 77. The Client will pay each invoice in the Currency, by the Method and in accordance with the Payment Terms without deduction or set-off.
 78. Title in and to the Goods will pass to the Client upon payment of the Price to Engenuity.
 79. Where any Goods have been delivered by Engenuity prior to receiving payment of the Price, the Client:
 - a. shall hold the Goods as bailee and return the Goods to Engenuity on request;
 - b. shall hold the benefit of the Client's insurance of the Goods on trust for Engenuity and must pay to Engenuity the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
 - c. must not sell, dispose or otherwise part with possession of the Goods. If the Client does so, then the Client must hold the proceeds of any such act on trust for Engenuity and must pay or deliver the proceeds to Engenuity on demand;
 - d. must not convert or process the Goods or intermix them with other goods. If the Client does so, then the Client holds the resulting products on trust for the benefit of Engenuity and must sell, dispose of or return the resulting product to Engenuity as it so directs;
 - e. must allow Engenuity, or its nominated agent, to enter any premises where the Goods are located for the purpose of taking possession of the Goods at any time after the due date for payment of the Price has passed and the Goods have not been paid for;
 - f. agrees that Engenuity may recover possession of any Goods in transit;
 - g. must not charge or grant any encumbrance over the Goods nor grant or otherwise any interest in the Goods while they remain the property of Engenuity; and
 - h. agrees that Engenuity may commence proceedings to recover the Price, including any interest payable on outstanding amounts, notwithstanding that title of the Goods has not passed to the Client, at any time after the due date for payment of the Price has passed and the Goods have not been paid for.
80. Clause 79 is without prejudice to any other rights of Engenuity under this agreement or at law.
 81. Without prejudice to clauses 34 to 37 if the Client is a consumer for the purpose of the CCA, Engenuity's liability in respect of the Goods is limited to the maximum extent permitted by section 64A of Schedule 2 to the CCA.
 82. If the Client is not a consumer for the purpose of the CCA, Engenuity's liability in respect of the Goods is limited to the extent provided by clause 34. In such case, any return of Goods will only be accepted if:
 - a. Engenuity has been given a reasonable opportunity to inspect the Goods and agrees, acting reasonably, that the Goods do not comply with the warranties in clause 64;
 - b. the Goods are returned to Engenuity's address within a reasonable time and at the Client's cost; and
 - c. the Goods are returned in as close a condition to that in which they were delivered as is possible.
 83. Notwithstanding any provision of this agreement, but subject to the CCA, Engenuity shall not be liable for any defect or damage to Goods to the extent caused or contributed by:
 - a. improper storage, transportation or handling of the Goods;
 - b. use of the Goods for any purpose other than which they were supplied, including use after defects or damages become apparent (or should have become apparent to a reasonably prudent person); or
 - c. failure to follow any instructions or guidelines provided by Engenuity in respect of the Goods.
 84. Engenuity owns, or holds a licence to, all Intellectual Property Rights in and to the Goods. Subject to clause 85, nothing in this agreement modifies ownership of, or grants any right, title or interest in or to the Client in respect of Engenuity's Intellectual Property Rights in and to the Goods.
 85. Subject to the Client's compliance with this agreement, Engenuity grants to the Client a non-exclusive, non-transferrable, non-sublicensable, revocable licence to use Engenuity's Intellectual Property Rights in the Goods solely for the purpose(s) stated in the Proposal.
 86. The Client warrants that it shall not use Engenuity's Intellectual Property Rights other than in accordance clause 85.

General

87. Any notice or demand given under this agreement must be in writing, in English and, in the case of Engenuity, delivered to:

Engenuity Solutions Pty Ltd

Unit 8/249 Scottsdale Drive, Robina QLD 4226

Email: info@engenuitysolutions.com

88. Engenuity shall be entitled to deliver any notice or demand to the Client to the last used postal address or email provided by the Client.

89. The Client may not assign, novate or otherwise transfer its rights or obligations under this agreement without Engenuity's express written consent.

90. A right under this agreement can only be waived by notice signed by a party waiving the right. A party does not waive its rights under this agreement because it grants an extension or forbearance to another party. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully at a given time, the party may still exercise it later.

91. The following survive termination or expiration of this agreement:

- a. rights accrued to a party up to the date of termination or expiration;
- b. indemnities and obligations of confidence given by a party under this agreement.

92. These terms, and any Proposal, constitute the entire agreement between the parties with respect to its subject matter.

93. If any term, agreement, or condition herein is or becomes illegal, invalid, or unenforceable in any jurisdiction it will be severed and neither the remaining terms and conditions nor the application, validity, or enforceability of the severed term, agreement, or condition in any jurisdiction will be affected.

Governing law and jurisdiction

94. This agreement is governed by and construed in accordance with the laws of Queensland.

95. The parties submit to the exclusive jurisdiction of the courts in Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this agreement.

96. The parties waive any objection they may now or in the future have to the venue of any proceedings, and any claim they may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 95.

Definitions

In this agreement, capitalised words have the following meanings:

CCA means the Competition and Consumer Act 2010 (Cth).

Client means the party or parties who receive a Proposal and / or request the Services pursuant to these terms. If there is more than one party, the definition of Client includes both of them and this agreement binds each one of them separately and any two or more of them jointly.

Confidential Information means information provided by one party to the other relating to the disclosing party's business, operations, strategies, Intellectual Property Rights, actual and prospective customers and suppliers.

Consequential Loss means any loss, damage, cost or expense which is indirect or consequential, including any of the following:

1. loss of revenue, loss of profits, loss of opportunity to make profits, loss of contracts, loss of goodwill, loss of business reputation, loss of business opportunity, loss of use, loss of interest, damage to credit rating, special exemplary or punitive damages, increased or wasted overhead costs;
2. arises as a result of production or other downtime which relates to expenses caused by breach of this agreement, or outgoings rendered futile by such breach;
3. is not an immediate result of a breach of this agreement;
4. any loss which does not directly or naturally flow in the normal course of events from the occurrence of the events giving rise to the liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this agreement; or
5. is suffered as a result of a claim by a third party.

Currency means Australian Dollars (AUD) or such other currency specified in the relevant Proposal.

Disbursements means any costs incurred by Engenuity in providing the Services, including (but not limited to) travel costs, accommodation, photocopying, courier services, postage, equipment and parts.

Disbursement Rate means cost plus ten percent (10%).

Engenuity means Engenuity Solutions Holdings Pty Ltd can 623 006 673 ATF Engenuity Solutions Unit Trust.

Equipment means the equipment made available for hire by Engenuity to the Client.

Fees means Engenuity's professional fees and charges to provide the Services, calculated pursuant to clause 17.

Force Majeure Event means a circumstance beyond the reasonable control of a party, causing that party to be unable to observe or perform on time an obligation under this engagement, including lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, pandemic, public health emergency, government imposed travel restrictions, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and acts of war and general strikes, embargos and any power, water or other utility shortage.

Goods means all types of tangible property, including but not limited to manufactured products and devices.

GST has the meaning given to it in the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hire Fees means the fee(s) specified in the Proposal for hire of the Equipment

Hire Period means the duration for which the Client is granted the right to use and possess the Equipment. The Hire Period shall commence on the date of collection or delivery of the Equipment and shall continue until the earlier of: expiration of the period specified in the Proposal (if any), or termination of this agreement.

Intellectual Property Rights means any and all intellectual property rights including current and future registered and unregistered rights in respect of, or in connection with: copyright, designs, circuit layouts, codes, trademarks, trade secrets, know-how, Confidential Information, patents, inventions and discoveries.

Interest Rate is the maximum percentage specified by the Reserve Bank of Australia as the 'cash target rate' as at the date the relevant invoice is issued plus six percent (6%).

Method means electronic funds transfer in immediately available funds or such other method specified in the relevant Proposal.

Non-Excludable Conditions means an implied condition, warranty or guarantee, including under the CCA or similar legislation, the exclusion of which from a contract would contravene any applicable laws or cause any part of these terms to be void.

Payment Terms means thirty (30) days from the date of invoice or such other currency specified in the relevant Proposal.

Price means the price(s) specified in the Proposal for purchase of Goods.

Proposal means a quote, estimate, correspondence or other document issued by Engenuity detailing the scope of the Services to be provided by Engenuity to the Client.

Rates means the rates specified in the relevant Proposal or, if there is no Proposal, the Scheduled Rates or, if there are no Scheduled Rates (or if the Scheduled Rates are not applicable), reasonable rates that would be charged by a professional practising in the particular fields relevant to the Services.

Scheduled Rates means the following rates:

Position	Rate per hour (ex GST)
Principal Consultant	\$245.00

Lead Engineer	\$230.00
Senior Engineer	\$220.00
Auditor	\$225.00
Engineer	\$185.00
Graduate Engineer	\$145.00
Undergraduate Engineer	\$100.00
Lead / Senior Designer	\$160.00
Designer	\$130.00
Project Manager	\$190.00
Inspector / Supervisor	\$170.00
Document Control	\$110.00
Administration	\$100.00

Security Deposit means the security deposit amount (if any) specified in the Proposal.

Services means the services which have been requested by the Client pursuant to these terms. If a Proposal has been issued, the services will be as specified in the Proposal. If a Proposal has been issued and a service is not listed in a Proposal, it is excluded from the scope of services that Engenuity is obligated to provide, however, these terms shall apply to the extent that Engenuity provides any services outside the scope of a Proposal or in the absence of a Proposal.

Taxable Supply has the meaning given to it in the GST Law.