Landlay
A Strata Remedial Consultancy

CONSULTANT FEE PROPOSAL

REMEDIAL BUILDING SPECIFICATION & PROJECT MANAGEMENT

REMEDIATION OF WATER INGRESS – VARIOUS UNITS

STRATA PLAN: 50785
c/- WALTER ZENARI

‘COTE D’AZUR’
1 McDONALD STREET,
CRONULLA

Date: 16 March 2023

(Reference: 23-065 FP 230221.docx)

Dear Walter,

1.0 INTRODUCTION

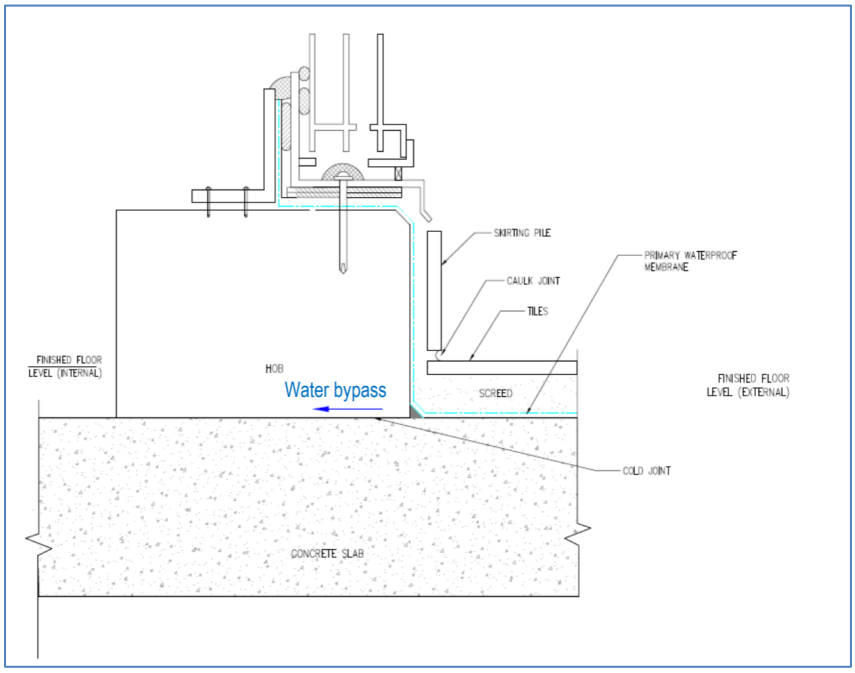
We thank you for the invitation to submit a fee proposal for consultancy services for the Owners Corporation of Strata Plan 50785 at 'Cote D'Azur' 1 McDonald Street, Cronulla.

Further to the initial inspection of the subject premises on 24 February 2023 by our John Vikiarellis, we understand that the Owners Corporation has been experiencing internal water ingress within several units.

To assist with this fee proposal and offer guidance to the extent of remedial works necessary to rectify the water ingress, we inspected Units 69, 70, 71, 72, 73, 74, 75, 76 and 77. At the time of the inspection we observed active water penetration to Units 69, 71, 72, 73, 74, 75 and both penthouses (76 and 77).

The majority of the water ingress to the nominated units is emanating from the failure of the balcony and terrace waterproofing membrane system. We noted the construction of the complex does not feature a step down along the external balcony/terrace threshold and constructed level. With this construction there is no vertical separation along this junction and the terrace surface finish becomes higher than the internal finish by the screed and tiling. We would assume a concrete hob is constructed along this threshold however a cold joint is created as its likely it would not have been constructed monolithically when the main concrete slabs was poured. Without a sheet waterproofing membrane system, this junction (hob and slab) is prone to fail (with normal movement) with the current liquid applied membrane system.

We provide the below with our interpretation of the threshold detail and the likely failure location:



Unit 70 balcony is recently waterproofed and appears that a sheet waterproofing has installed. They have also turned the sheet membrane into the cavity walls and through the dividing walls which is good building practices and what we would endorse.

The water ingress to Unit 69 appears to be a window sill flashing and window issue and accordingly the replacement of the sill flashing and window is required.

We also wish to add as part of the waterproofing works, new compliant sliding doors will need to be installed. We noted the current would not be compliant to today's codes and given the likely damage they would be sustained during the removal process new doors is necessary.

With that said we recommend the following consultancy services:

1. Technical Specification and Tender Documentation;
2. Waterproofing regulated design;
3. Tendering process;
4. Contract administration;
5. Supervision in the capacity of Superintendent.

We confirm we have the expertise and qualifications to undertake these works and provide the following for consideration.

2.0 OUR CONSULTANCY SERVICES

Item 1: Remedial Building Specification / Tender Document

- Review all relevant available documentation that is provided to our office from the Strata Manager, Building Manager and Owners Corporation;
- Co-ordinate access into subject premises to Units 69, 71, 72, 73, 74, 75, 76 and 77 and collate all site specific data;
- Preparation of Remedial Building Specification / Tender Document to reflect the extent of the proposed remedial works as outlined above, following our site inspection and requirements of the Owners Corporation;
- The extent of the proposed works to include any legislative requirements to ensure compliance with current National Construction Code;
- Remedial Building Specification / Tender Document to reference the appropriate materials, work methodology, OHS requirements, and applicable standards.
- Remedial Building Specification / Tender Document to include technical sketches as required.

NOTES:

- All site observations are from ground level or where safe access is gained;
- We have allowed one site inspection (unless otherwise stated);
- We have not allowed for any destructive testing or investigation.
- The above specification is for waterproofing only and excludes any design work, statements or certification (hydraulic/stormwater, structural, fire, electrical, geotechnical, or the like designs.)
- We will issue this report in draft to the SC for commenting and have allowed one review change.

Item 2: Administering of Tender Process

- Issue Remedial Building Specification / Tender Document to four (4) selected qualified remedial builders suitable for the required building works. A tender period of three-four weeks will be allocated;
- Conduct pre-tender site meeting with all tendering Contractors;
- Review of tender submissions;
- Preparation and issue of detailed Tender Assessment Report to Owners Corporation.

Item 3: Preparation of Contracts

- Preparation of contract documents to reflect AS4905 Superintendent Administered, Master Builder (BC4), or NSW Fair Trading, contract conditions;
- Remedial Building Specification / Tender Document to be incorporated into the contract documents including approved tender;
- Draft contracts to be issued for review and feedback from Principal and chosen Contractor;
- Finalise contracts and arrange for contract documents to be executed via DocuSign.

Item 4: Superintendent Role

The role of the Superintendent is summarised as follows:

- Conduct regular site inspections with respective representatives;
- Conduct site inspections with the Contractor during Hold Points;
- Issue regular status reports detailing the progress of works under contract (WUC);
- Supervision of building works to ensure compliance with the following:
    - Tender document/ Specifications;
    - Addendum/s (if any);
    - Current Building Code of Australia/National Construction Code;
    - Relevant Australian Standards for the respective building item.
- Administer the conditions of contract between the parties;
- Resolve any disputes between the Principal and Contractor that may arise throughout the course of the project;
- Assess the quality of the work under contract undertaken by the Contractor;
- Assess payment claims submitted by the Contractor,
- Certify and issue payment certificates to the Principal;
- Assess variation claims submitted by the Contractor and issue certificates;
- Assess extensions of time (EOT) submitted by the Contractor;
- Issue certificate of practical completion for the project once practical completion has been established by the Superintendent.

Item 5: Regulated Designs (DBP Act)

Landlay employs registered Design Practitioners who can assist in preparing regulated design and design declarations in accordance with the Design and Building Practitioners (DBP) Act/Regulations. We are Practitioners in the field of façade which involves external waterproofing.

For the purpose of this fee proposal we have provided an estimate cost for the preparation of regulated designs based on the expected extent of work. However, this fee will be re-assessed and confirmed once the full extent of work bound under the Act is determined.

The *Consultancy Services* do not include the *Excluded Services* as detailed in the enclosed Agreement for the Provision of Consultancy Services.

3.0 FEES

Our professional consultancy services fees are:

		Ex GST	Inclusive GST
Item 1	Remedial Building Specification/Tender Document	$6,000.00	$6,600.00
Item 2	Administering of Tender Process	$1,700.00	$1,870.00
Item 3	Preparation of Contracts	$2,000.00	$2,200.00
Item 4	Superintendent Role	8% of final contract sum +GST	
REGULATED DESIGNS (DBP ACT)			
Item 5a	Regulated Designs (DBP Act) - ESTIMATE	$12,000.00	$13,200.00
Item 5b	Variations/Other Requirements – per hour	As per Schedule 1 below	

The above fees are based on all items being engaged under the one Work Order. The fee for Item 1 will remain unchanged regardless of whether it is approved individually or as a part of the complete fee structure.

Item would be undertaken at contract stage once the Owners appoint a contractor.

Any consultancy services provided beyond the scope of Consultancy Services set out in section 2 above will be charged in accordance with Schedule of the Terms.

3.1 Other Charges

Landlay does not foresee any requirement for other charges at this point.

4.0 PAYMENT TERMS

In respect of the provision of reports:

- invoices will be submitted following completion of our services or 50% following the inspection phase; and
- Trading terms for professional services rendered is 5 Business Days from the date of invoice.

In respect of 'contract superintendent services' or 'supervision projects':

- invoices will be submitted progressively on the last Business Day of each month; and
- trading terms is 5 Business Days from the date of invoice.

The Client shall remit payment for the full amount as shown on the invoice prior to release of the report from our office.

5.0 ACCEPTANCE OF FEE PROPOSAL

Commencement of our Consultancy Services is subject to the signing of the terms and conditions attached to this fee proposal. Should the Client fail to sign the terms and conditions attached to this fee proposal, any instruction given by the Client to commence the Consultancy Services will be deemed as acceptance of our terms and conditions.

We thank you again for the opportunity to submit this fee proposal.

If you require any further information, please contact us on the office number or via email.

Regards,
For Landlay Consulting Group



John Vikiarellis | **Director**

P: 02 8095 8556
E: johnv@landlay.com.au

Enclosed:- *Agreement for the provision of consultancy services*
Fees for additional work
Insurance details

Agreement for the Provision of Consultancy Services

BETWEEN	LANDLAY CONSULTING GROUP PTY LTD	(the Consultant)
AND	STRATA PLAN 50785 C/- WALTER ZENARI	(the Client)
ADDRESS	'COTE D'AZUR' 1 McDONALD STREET, CRONULLA	(the Premises)

INTRODUCTION

These terms and conditions (**Terms**) govern the supply of consultancy services by Landlay Consulting Group Pty Ltd ACN 149 926 358 (**Consultant**) to the Client. The Contract Documents constitute the entire agreement between the parties.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1 Definitions

In these Terms, unless the context indicates otherwise:

Additional Work has the meaning given to it in clause 3.2.

Business Day means any other day other than:
(a) a Saturday, Sunday or public holiday, or
(b) 27, 28, 29, 30 or 31 December.

Claims means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

Client means the client (or any person acting on behalf of and with the authority of the Client) as described in these Terms.

Commencement Date means that date that the Parties agree that the Consultant is to commence the Consultancy Services.

Confidential Information includes any information marked as confidential and any information received or developed by the Consultant during the term of these Terms, but excludes information that: is not publicly available; or was known by the Consultant prior to the Client disclosing the information to the Consultant.

Consultant's Personnel means any person or persons that the Consultant designates to perform the Services on the Consultant's behalf.

Consultancy Services means the consultancy services to be provided by the Consultant under these Terms as outlined in the Proposal.

Contract Documents has the meaning given to it in clause 1.3.

Excluded Services has the meaning given to it in clause 2(d).

Fees means the fees set out in the Proposal.

GST has the meaning given in the GST Law.

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

Intellectual Property includes trademarks, patents, copyrights, processes know-how, registered designs or other like rights or any right to apply for registration of any of the former.

Loss means all loss including financial loss, damages, legal costs and other expenses of any nature whatsoever.

Parties means the Consultant and the Client, and **Party** mean eithers one of them.

Premises means the premises set out in these Terms.

Project Material means all material created or developed by the Consultant under the Proposal or otherwise in connection with the Consultancy Services.

Proposal means the Consultant fee proposal to which the Terms are attached.

Termination Date means the date of termination of these Terms by the Client or the Consultant.

Third Party Contractor means third party contractors or consultants engaged by the Client or otherwise not engaged by the Consultant.

1.2 Interpretation

In these terms, unless the context clearly indicates otherwise:

a) clause headings are inserted for convenience only and do not form part of these Terms;
b) a reference to legislation or a legislative provision include:
   (i) any modification or substitution of that legislation or legislative provision; and
   (ii) any subordinate legislation issued under that legislation or legislative provision as modified or substituted;
c) the introduction forms part of these Terms;
d) reference to a person includes that person's successors, permitted assignees and novatees;
e) including and includes are not words of limitation;
f) a reference to a time is that time in New South Wales;
g) monetary amounts are expressed in Australian dollars; and
h) if:
   (i) the time for doing any act or thing required to be done; or
   (ii) a notice period specified in these Terms,
   expires on a day which is not a Business Day, the time for doing that act or thing or the expiration of that notice is extended until the following Business Day.

1.3 Contract

Agreement for the Provision of Consultancy Services

BETWEEN LANDLAY CONSULTING GROUP PTY LTD (the Consultant)

AND STRATA PLAN 50785 C/- WALTER ZENARI (the Client)

ADDRESS 'COTE D'AZUR' 1 McDONALD STREET, CRONULLA (the Premises)

a) The contract between the Consultant and Client comprises the following documents:
   (i) the Proposal;
   (ii) these Terms; and
   (iii) the Schedules of the Terms,
   (**Contract Documents**).
b) Without limiting any part of these Terms, in the event of there being any ambiguity, discrepancy or inconsistency, in or between the documents comprising the Contract Documents, the order of precedence set out in clauses 1.3(a)(i) to 1.3(a)(iii) applies.

2 Consultancy Services

a) The Consultant will provide the Consultancy Services to the Client in consideration for the Client paying the Fee to the Consultant, subject to the provisions of these Terms.
b) The Consultant will use reasonable endeavours to provide the Consultancy Services in a timely manner.
c) The Fees set out in the Proposal provided to the Client are valid for a period of three months from the date of the Proposal. The Consultant reserves the right to adjust any of the Fees listed in the Proposal after the three-month period.
d) For the avoidance of doubt, the Consultancy Services exclude pest inspection services and the identification of hazardous building materials such as asbestos and lead contamination (**Excluded Services**). The Client is responsible to procure an independent assessment of the Excluded Services. The Consultant may, but is not required to, recommend an independent Third Party Contractor to inspect and report on the Excluded Services where appropriate.
e) Where the Consultant has been provided with the incorrect information regarding the Premises or where there are environmental factors that the Consultant would not have reasonably foreseen that affect the outcome of the Report, the Consultant's liability is limited in accordance with clause 13.2.
f) The Client agrees that the Consultant will not be liable for any damage to the Premises whilst the Consultant or the Consultant's Personnel are at the Premises undertaking inspections.
g) The Client holds insurances as set out in Schedule 2 of these Terms.
h) To the extent that the Consultancy Services are captured by the *Design and Building Practitioners Act 2020* (NSW) (**DBPA**), the Consultant shall perform the Consultancy Services in accordance with the DBPA, including, but not limited to the provision of any certification required under the DBPA.

3 Fees

3.1 Payment of Fees

a) In consideration of the provision of the Consultancy Services in accordance with these Terms, the Client will pay the Consultant the Fees. The Consultant will claim payment of the Fee in accordance with the payment terms set out in the Proposal.
b) Each payment claim shall be given to the Client, in the form of a tax invoice, and shall include:
   (i) the amount claimed on account of the Fees;
   (ii) set out any other amounts claimed to be due to the Consultant under these Terms;
   (iii) may state that it is made under the *Building and Construction Security of Payment Act 1999* (NSW); and
   (iv) where, the Consultant has engaged subcontractors under clause 5, the Subcontractor Statement.
c) The Client may assess the payment claim; and, if the Client does not agree with the full amount claimed in the payment claim (**Claimed Amount**), it must provide its assessment of the amount payable (**Assessed Amount**), together with reasons, within 3 Business Days of receipt of the payment claim from the Consultant.
d) The Assessed Amount must be paid within 5 Business Days of the receipt of the payment claim.
e) If the Client does not, or fails to, assess the payment claim within 3 Business Days, the Client shall be liable for the Claimed Amount, and will pay the Consultant the Claimed Amount within 5 Business Days of the receipt of the payment claim.
f) Where the Consultant's charges for additional work, pursuant to clause 3.2, are based on an hourly rate, any time spent which is less than an hour is charged on a pro-rated basis.
g) If requested, the Client will provide evidence that it has the required funds to cover at least 75% of the Fee, or that it has sufficient funds to make full payment of payment claims as they become due.
h) The Client acknowledges that the Fees are

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exclusive of any GST that may be charged by the Consultant to the Client, and therefore, the Consultant will be entitled to add on GST.

3.2 Additional work

Any work carried out by the Consultant, that is beyond the scope of the Consultancy Services (**Additional Work**), is to be valued by reference to any rates and prices set out in Schedule 1, or where there are no applicable schedule of prices or rates, reasonable prices or rates.

3.3 Costs and disbursements

The Consultant is permitted to charge for all costs and expenses incurred in performing the Consultancy Services as set out in section 3.1 "Other Charges" of the Proposal.

3.4 Failure to pay

a) If the Client does not make a payment by the time required for payment under these Terms, and where a further 15 Business Days have expired,the Consultant is entitled to do any or all of the following:
   (i) charge interest on the outstanding amount at the rate of 2% per year above the base lending rate of the National Bank of Australia, accruing daily;
   (ii) require the Client to pay, in advance, for any Consultancy Services (or any part of the Consultancy Services) which have not yet been performed;
   (iii) enter into a payment agreement with the Client for payment of outstanding Fees (and other costs incurred by the Consultant);
   (iv) suspend the whole of the Consultancy Services (or any part of the Consultancy Services); or
   (v) terminate these Terms in accordance with clause 15.

b) Where the Consultant and the Client enter into a payment agreement, failure to adhere to the payment arrangement will have the same effect as non-payment and the Consultant may exercise any of its rights under clause 3.4(a).

c) The Consultant is not liable for any costs incurred by the Client in relation to the suspension of consultation services due to failure to pay.

4 Client's obligations

During performance of the Consultancy Services the Client will:

a) co-operate with the Consultant and provide the information and documentation that the Consultant reasonably requires in a timely manner; and

b) grant the Consultant and the Consultant's Personnel with reasonable access to the Premises.

5 Use of subcontractors

The Consultant is permitted to use other persons to provide some or all of the Consultancy Services provided that the Consultant is responsible for the work of any of the Consultant's subcontractors.

6 Use of Third Party Contractors

Where the Client engages Third Party Contractors, the Client acknowledges and agrees that:

a) it is responsible for such engagement including remittance of all applicable fees to each Third Party Contractor;

b) it must satisfy itself that the Third Party Contractor has the necessary qualifications and insurances in place to complete the brief/scope of work; and

c) the Consultant is not responsible for, and the Client agrees to hold the Consultant harmless in respect of any Claim made against it, the Consultant and/or the Third Party Contractor, in relation to the work performed by the Third Party Contractor.

7 Contract superintendent

Where the Consultancy Services include contract superintendent services the following conditions apply:

a) the Consultant is authorised to act as agent of the Client to carry out those services;

b) all communications by the Client, the Third Party Contractors or others relevant to the Consultancy Services will be made to or through the Consultant;

c) the Consultant may make such decisions and issue such instructions as are in its opinion necessary for the safety of persons or property, or the proper performance of the Consultancy Services;

d) the Consultant may make all decisions, which it is authorised or required to make under the relevant contracts (by which the Third Party Contractors are engaged and the Consultant is stated to be the 'superintendent' (or such similar term)), including:
   (i) administration of the relevant contracts;

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(ii) decisions on claims under the relevant contract made by Third Party Contractors or the Client as required;
(iii) decisions relating to the interpretation of documents forming part of those contracts, subject to the Consultant reasonably consulting with the Client in regard to any material time and costs impacts of an interpretation on the works, the subject of the relevant contract. The Client will nominate a representative for this purpose from time to time; and
(iv) the Consultant may obtain or issue all certificates required or permitted by relevant contracts, which it administers.

e) the relevant Third Party Contractor is responsible for the proper execution of the work under the relevant contract;
f) the superintendent services are not rendered for the benefit of nor does the Consultant undertake a duty of care towards any Third Party Contractor;
g) the Client indemnifies the Consultant in respect of any Claim made as a consequence of, or arising out of, the Third Party Contractor performing, or failing to perform the Third Party Contractor's work under the relevant contract;
h) the Consultant is not responsible to the Client for the means, methods, techniques, sequences, procedures and use of equipment, design, specification or use of any materials, of any nature whatsoever, whether approved by the Consultant or not, which are employed by the Third Party Contractor or others in executing any phases of a project; and
i) the superintendent services are completed upon the works, the subject of the superintendent services, reaching 'practical completion' (as that term is defined in the relevant contract between the Client and a Third Party Contractor in respect of the works) unless noted elsewhere.

8 Expert witness

Where the Consultancy Services include expert witness services the following conditions apply:

a) the Client acknowledges that the expert (being an individual who is one of the Consultant's Personnel, and nominated by the Consultant as the expert (**Expert**)) is not an advocate for the Client and has a paramount duty to assist the court impartially in accordance with the Expert witness code of conduct under the *Uniform Civil Procedure Rules 2005* (NSW);
b) the Client acknowledges that it will provide the Expert with such information, documentation and assistance that the Expert requires to perform the expert witness services;
c) where the Consultant determines that a building defect has the potential to become a health and safety risk, the Consultant may refer such matters to Council or other regulatory bodies, after consultation with the Client;
d) The Client acknowledges that it is liable for all hazards that may arise a result of not complying with its requirement to provide the Expert with the information, documentation and assistance that the Expert requires; and
e) if the Expert nominated by the Consultant becomes unavailable because of sickness or death, and is unable to be replaced by an other of the Consultant's Personnel to act as the Expert, the Consultant has the right to elect to either:
(i) terminate these Terms in accordance with clause 15; or
(ii) omit the portion of the Consultancy Services relating to the provision of expert witness services provided by the Expert who becomes unavailable, without penalty.

9 Delay

a) If the Consultant becomes aware of any circumstance that will materially alter the scope or timing of the Consultancy Services, the Consultant will provide written notice to the Client within a reasonable time with reasonable detail of the circumstances that has resulted in the delay of the Consultancy Services.
b) If there are any delays or extensions that cumulatively exceed 6 months from the Commencement Date for reasons outside the control of the Consultant, the Consultant may vary the Fees with 10 Business Days' prior written notice to the Client.

10 Intellectual Property

a) The Client acknowledges that the Consultant owns all Intellectual Property in the Project Material.
b) The Consultant grants the Client a non-exclusive, royalty free and perpetual licence to use,

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reproduce, modify and adapt the Project Material only for the purpose which it was brought into existence and not any other unrelated project.

c) If the Client breaches any obligation to make a payment to the Consultant in accordance with these Terms:
   (i) the Consultant may revoke the licence granted to the Client under clause 10(b) on written notice to the Client; and
   (ii) if requested by the Consultant in writing, the Client must return and/or destroy all Project Material where reasonably practicable within 5 Business Days of such request.

11 Contribution to insurance costs

Where the Consultant has been identified as a potential, subsequent or additional defendant in a Claim against the Client, the Client undertakes to bear all costs and expenses (including any legal fees on a solicitor-client basis) in relation to the Consultant making a Claim against its own insurance including but not limited to professional indemnity insurance and such expenses including any insurance excess payments.

12 Confidentiality

a) The Consultant must keep the Client's Confidential Information confidential and not deal with it in any way that might prejudice its confidentiality.
b) This clause 12 survives termination or expiry of these Terms.

13 Warranties, liability and indemnities

13.1 Warranties

a) The Consultant warrants that it will provide the Consultancy Services in a diligent and professional manner.
b) If the Consultant performs the Consultancy Services (or any part of the Consultancy Services) negligently or materially in breach of these Terms, then, if reasonably requested by the Client in writing, the Consultant will re-perform the relevant part of the Consultancy Services, subject to paragraph 13.1(c)below.
c) The Client's request referred to in paragraph 13.1 (b) must be made within 30 days of the date the Consultant completed performing the Consultancy Services.

13.2 Limitation on liability

a) To the maximum extent permitted by law:
   (i) notwithstanding 13.2(a)(ii), the maximum liability of the Consultant under or in connection with these Terms whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited to the Fees paid by the Client to the Consultant under these Terms; and
   (ii) neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any Loss incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.
b) The parties acknowledge and agree that:
   (i) in performing the Consultancy Services, the Consultant has relied upon:
      A. documentation prepared by Third Party Contractors, including in relation to design and specification of certain materials; and
      B. the proper performance of works by the Third Party Contractors;
   (ii) the Client indemnifies and hereby agrees to release and discharge the Consultant from any Claim (including Claims by third parties), action, damage, loss, liability, cost or expense (of any kind) which the Client suffers, may suffer, incurs, may incur or is liable for, or may be liable for, arising out of or in any way in connection with any act, default or omission of a Third Party Contractor.
c) The amount the Consultant is liable for under this clause 13.2 shall be reduced to the extent that the Consultant's liability is caused, arises from, or was contributed to by, an act or omission of the Client or a Third Party Contractor.

13.3 No reliance

Each of the Parties acknowledges that, in entering into these Terms, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these Terms. Any conditions, warranties or other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.

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13.4 Survival of obligations

The obligations accepted by the Consultant and the Client under this clause 13 survive termination or expiry of these Terms.

14 Dispute resolution

a) Subject to clause 14(e), if an issue, dispute or difference between or among any of the parties arises out of, or in relation to, these Terms or its subject matters (**Dispute**), a party to the Dispute (**Disputant**) must not commence any court proceedings relating to the Dispute unless the Disputants have complied with this clause except where a Disputant seeks urgent interlocutory relief.

b) A Disputant may give written notice (**Notice of Dispute**) to the other Disputant specifying:
   (i) the nature of the Dispute;
   (ii) the alleged basis of the Dispute; and
   (iii) the position which the Disputant issuing the Notice of Dispute believes is correct.

c) If the Disputants do not agree within 5 Business Days after the last date on which a Notice of Dispute is given (or within another period agreed in writing by them) about:
   (i) the dispute resolution technique (e.g. expert determination) and procedures to be adopted;
   (ii) the timetable for all steps in those procedures; and
   (iii) the selection and compensation of the independent person required for such technique,

   the Disputants must mediate the Dispute in accordance with the mediation rules of the Law Society of New South Wales. Failing agreement between the Disputants as to an agreed mediator the President of the Law Society of New South Wales, or the President's nominee, will select the mediator, and determine the proportion of the mediator's fees to be paid by each Party (to be in equal shares unless otherwise agreed by the Parties).

d) Subject to any interlocutory order obtained under clause 14(a), the referral to, or undertaking of, a dispute resolution process under this clause 14 does not suspend the parties' obligations under these Terms.

e) Any dispute between the Parties will not prevent the Consultant from commencing legal action at any time to recover monies owed by the Client to the Consultant.

15 Termination

a) Either Party may terminate these Terms by notice in writing to the other if the Party notified:
   (i) fails to observe any term of these Terms; and
   (ii) fails to rectify this breach, to the reasonable satisfaction of the notifying Party, following the expiration of 15 Business Days' written notice of the breach by the notifying Party to the other Party.

b) Either Party may terminate these Terms upon the happening of any of the following events:
   (i) the giving of at least 20 Business Days' written notice by one Party to the other Party of the intention to terminate these Terms;
   (ii) if the Client enters into a deed of arrangement or an order is made for it to be wound up;
   (iii) if an administrator, receiver, manager, trustee in bankruptcy or similar is appointed to the Client; or
   (iv) if the Client would be presumed to be bankrupt, insolvent or similar under legislation or by a court.

c) The Client may, at its discretion, pay to the Consultant the equivalent amount of the fees payable by the Client to the Consultant during the notice period in lieu of any notice period relating to termination of these Terms under paragraph 15 (a)(i).

d) Upon termination of these Terms any fees, expenses or reimbursements payable by the Client to the Consultant in respect of any period prior to the Termination Date must be paid by the Client within 5 Business Days after the Termination Date.

16 General

16.1. Force majeure

a) Neither Party has any liability under or may be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that Party.

b) The Party affected by these circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

Agreement for the Provision of Consultancy Services

BETWEEN	LANDLAY CONSULTING GROUP PTY LTD	(the Consultant)
AND	STRATA PLAN 50785 C/- WALTER ZENARI	(the Client)
ADDRESS	'COTE D'AZUR' 1 McDONALD STREET, CRONULLA	(the Premises)

c) If such circumstances continue for a continuous period of more than 3 months, either Party may terminate these Terms by written notice to the other Party.

16.2 Amendment

These Terms may only be amended in writing signed by duly authorised representatives of the Parties.

16.3 Entire agreement

a) The Contract Documents contains the whole agreement between the Parties in respect of the subject matter of the agreement.
b) The Parties confirm that they have not entered into these Terms on the basis of any representation that is not expressly incorporated into these Terms.

16.4 Waiver

a) No failure or delay by a Party in exercising any right, power or privilege under these Terms will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
b) The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.

16.5 Relationship of Parties

a) These Terms will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms.
b) Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

16.6 Severance

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be read down so as to be enforceable, valid and legal. If this is not possible, the provision (or where possible, the offending part) is to be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and will not in any way affect any other circumstances of or the validity or legality or enforcement of these Terms.

16.7 Law and jurisdiction

These Terms takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in New South Wales, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Agreement for the Provision of Consultancy Services

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ADDRESS	'COTE D'AZUR' 1 McDONALD STREET, CRONULLA	(the Premises)

EXECUTED AS AN AGREEMENT

EXECUTED by **the Client** by its Authorised Representative in the presence of:)
)
)

Carey A. Beebe
.....
Signature of Authorised Representative

Carey Beebe
SECRETARY
.....
Name of Authorised Representative

李宗懋
.....
Signature of Witness

Mao Lee
.....
Name of Witness

EXECUTED by **Landlay Consulting Group Pty Ltd ACN 149 926 358** in accordance with section 127 of the Corporations Act:)
)
)

.....
Signature of Director / Associate Director

John Vlkiarellis
.....
Name of Director / Associate Director

Agreement for the Provision of Consultancy Services

BETWEEN	LANDLAY CONSULTING GROUP PTY LTD	(the Consultant)
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Schedule 1 – Rates and Prices for additional work

ADDITIONAL WORK
Should the Consultant be required to undertake supplementary work or incur costs, beyond the agreed scope of the Consultancy Services set out in the section 2 of the Proposal, standard rates will apply based on the Consultant(s) position within the company. The following standard rates will apply -

Time charges (per hour and plus GST)

Director	$450.00
Design Practitioner	$400.00
Expert Witness | Litigation | Author	$450.00
Associate Director	$350.00
Consultant (Engineer - Rope Access)	$250.00
Senior Consultant (Structural Design)	$240.00
Senior Consultant (Engineer/Building)	$240.00
Consultant (Engineer/Building)	$175.00
Draftsman	$150.00
Administration	$99.00
Loading for after-hours meetings	30% Loading

Travel
Additional site visits directed by the client, beyond the Consultant's agreed site visit(s), will incur a travel time reimbursement at a rate of $1.20 per kilometer. This includes any tolls and parking costs incurred. The Consultant's time will be charged at the standard time charge rate.

Additional Copying
Additional photocopying will incur $0.50 per sheet, whether A4 or A3, for documents exceeding 30 pages.

Other Expenses
Expenses necessarily incurred by the Consultant in completing additional services will be forwarded at the invoice cost plus 15%.

NOTE: All aforementioned costs are exclusive of GST.

Agreement for the Provision of Consultancy Services

BETWEEN	LANDLAY CONSULTING GROUP PTY LTD	(the Consultant)
AND	STRATA PLAN 50785 C/- WALTER ZENARI	(the Client)
ADDRESS	'COTE D'AZUR' 1 McDONALD STREET, CRONULLA	(the Premises)

Schedule 2 – Insurance Details

INSURANCE DETAILS

Landlay Consulting Group Pty Ltd
ABN 84149926358
Lots 39 &40, 76b Edinburgh Road, Marrickville NSW 2204 Australia
T +61 2 8095 8556 F +61 2 8084 9246
admin@landlay.com.au www.landlay.com.au

The company has the following insurances in place:

Public & Products Liability Insurance *Allianz Insurance*	*$20,000,000* *Policy No: 171SV05416COM* *Expiry: 30/04/23*
Professional Indemnity Insurance *Cover Force*	*$2,000,000* *Policy: G03B0003019D* *Expiry: 30/04/23*