

Standard Terms and Conditions

1. Definition

In these Terms & Conditions:

“**Balangkas Consulting**” means Balangkas Consulting Pty Ltd and its authorised representatives, employees, agents, and subconsultants engaged in the delivery of the Services.

“**Client**” means the party that has engaged Balangkas Consulting to provide the Services.

“**Confidential Information**” means all information relating to Balangkas Consulting, the Client, the Project, or the Services, whether oral, written, digital, or otherwise, including deliverables, templates, data, intellectual property, commercial information, and any information identified as confidential.

“**Deliverables**” means the documents, drawings, reports, models, data, or other outputs produced by Balangkas Consulting as part of the Services.

“**Legal Requirements**” means all applicable laws, regulations, standards, codes, authority requirements, guidelines, and any Client-specific requirements notified to Balangkas Consulting.

“**Privacy Laws**” means all applicable privacy, data protection, and information handling laws, regulations, and guidelines.

“**Project**” means the project for which Balangkas Consulting has been engaged by the Client and to which the Services relate.

“**Required Purpose**” means the purpose for which the Deliverables are intended, including design, approval, certification, construction, authority submission, or any purpose communicated by Balangkas Consulting.

“**Services**” means the services described in the proposal, including any approved variations or additional services instructed in writing.

“**Variation**” means a change to the scope, deliverables, program, or fees approved in writing by Balangkas Consulting.

2. Scope of Services

Balangkas Consulting will provide only the Services expressly described in the proposal and any approved Variations. Only the items specifically listed in the proposal form part of the Services.

2.1. Scope Boundaries

Any task, activity, deliverable, meeting, analysis, redesign, modelling, or support not expressly included in the proposal is excluded, even if:

- implied or assumed
- discussed verbally
- shown in Client-provided documents
- referenced in third-party information

The Services do not extend beyond the agreed scope unless approved in writing as a Variation.

2.2. Multi-Site Engagement

Where the Project comprises multiple sites, each site is treated as a separate engagement with its own scope, deliverables, program, and fee.

Work on one site does not include, extend to, or imply work on any other site unless expressly agreed in writing.

2.3. Standard of Care

Balangkas Consulting is responsible only for the Services expressly included in the proposal. Balangkas Consulting is not responsible for the design, performance, adequacy, or coordination of works, systems, or disciplines outside its scope, including (but not limited to):

- structural
- geotechnical
- electrical
- mechanical
- traffic
- environmental
- other specialist disciplines

3. Client Responsibilities

The Client must provide, at its own cost and in a timely manner:

- clear instructions, decisions, and approvals
- accurate, complete, and up-to-date information, including drawings, reports, surveys, specifications, and Third-Party Information
- unrestricted access to the site, personnel, records, and relevant documents required for the Services
- safe working conditions in accordance with all applicable OH&S legislation and site-specific requirements

Balangkas Consulting is not responsible for delays, additional work, or increased costs arising from incomplete, inaccurate, late, or changed information provided by the Client or third parties.

The Client warrants that all information, documents, data, and materials provided to Balangkas Consulting:

- are accurate, complete, current, and not misleading, and
- are suitable for the Required Purpose.

Balangkas Consulting is not responsible for verifying the accuracy or suitability of any Client-provided information, drawings, reports, or documents. Any errors, omissions, or deficiencies in such information may result in a Variation.

4. Assumptions

The proposal is based on the assumptions stated in the Scope or Fee section. If assumptions prove incorrect, Balangkas Consulting may issue a Variation.

5. Exclusions

Unless expressly included in the proposal, the Services do not include:

- construction supervision or full-time site attendance
- permit lodgement, authority submissions, or application management
- traffic modelling, SIDRA analysis, or transport impact assessments
- environmental assessments, contamination investigations, or ecological studies
- detailed design, except where expressly included in the proposal
- additional meetings, workshops, presentations, or stakeholder engagement
- redesign, rework, or amendments arising from authority comments, new information, or changes in interpretation
- redesign or amendments required due to contractor methodology, staging, temporary works, or construction means and methods
- preparation of tender documents, specifications, or procurement packages unless expressly stated
- payment of any authority, council, utility, or regulatory fees associated with the Project,

including but not limited to application fees, lodgement fees, review fees, connection fees, inspection fees, compliance fees, GIS/data fees, or infrastructure contributions

- guarantee of authority approval, certification, acceptance, or endorsement of the Deliverables
- any work, deliverable, analysis, or support not expressly listed in the proposal, even if implied, discussed verbally, or shown in Client-provided documents

6. Variations

A Variation applies where:

- the Client requests additional services
- Third-Party Information is inaccurate or incomplete
- Legal Requirements change
- site conditions differ from expected
- additional meetings, redesigns, or documentation are required
- delays occur outside Balangkas Consulting's control
- authorities request additional information, documentation, modelling, redesign, clarification, or resubmission beyond what was originally included in the Services
- authorities impose new or revised requirements, standards, guidelines, or conditions after the commencement of the Services

Variations must be approved in writing before commencement.

7. Fees and Payment

Fees are exclusive of GST.

GST will be added to all taxable supplies.

- Invoices will be issued fortnightly or monthly, subject to what is specified in the proposal and the practical requirements of the Project.
- Payment terms are 14 days from the date of invoice.
- Balangkas Consulting may suspend the Services and withhold Deliverables for unpaid invoices.
- Interest may apply to overdue amounts at the rate permitted by law.
- The Client must pay for all work completed, including partially completed work, up to the date of suspension or termination.
- Balangkas Consulting is not required to continue work, attend meetings, respond to queries, or release Deliverables while any invoice remains unpaid.
- Resumption of suspended Services may be subject to revised timeframes and additional fees.
- Where the Client requests changes, additional work, or accelerated timeframes, Balangkas Consulting may require upfront payment or fee adjustment before commencing such work.

8. Outgoings

Disbursements (e.g., travel, printing, specialist equipment) will be charged at cost unless otherwise agreed.

9. Program and Timeframes

Balangkas Consulting will use reasonable efforts to meet the agreed timeframes. All timeframes are estimates only and do not constitute a guarantee or fixed commitment unless expressly stated otherwise in the proposal.

- Timeframes may be impacted by factors outside Balangkas Consulting's control, including but not limited to:
 - authority response times, review periods, or processing delays
 - delays in receiving information, instructions, or approvals from the Client or third parties
 - site access restrictions or unsafe site conditions
 - contractor performance, staging, sequencing, or methodology
 - weather, latent conditions, or unforeseen circumstances
 - changes in Legal Requirements or authority interpretation

Balangkas Consulting is not liable for delays, additional costs, or impacts to the Project program arising from any cause outside its control.

10. Force Majeure

Neither party is liable for delays or failure to perform any obligation under this agreement where such delay or failure is caused by events beyond their reasonable control, including but not limited to weather events, industrial action, authority delays, supply chain disruptions, natural disasters, or other unforeseen circumstances. Timeframes will be extended to the extent affected by such events.

11. Third-Party Information

Balangkas Consulting will rely on Third-Party Information provided by the Client or others. Balangkas Consulting is not responsible for verifying the accuracy, completeness, currency, or suitability of any Third-Party Information.

- Balangkas Consulting accepts no liability for:
 - errors, omissions, inaccuracies, or inconsistencies in Third-Party Information
 - outdated, incomplete, or superseded data
 - incorrect or unreliable survey, geotechnical, environmental, utility, or authority information
 - information provided by subconsultants engaged directly by the Client
 - information that changes after Deliverables have been prepared

Where Third-Party Information is inaccurate, incomplete, late, changed, or unsuitable for the Required Purpose, Balangkas Consulting may issue a Variation for any additional work, redesign, re-assessment, or delay.

Balangkas Consulting is not responsible for any consequences arising from the Client's or third parties' reliance on incorrect or incomplete information.

12. Subconsultants

Balangkas Consulting may engage qualified subconsultants.

Subconsultants operate under their own professional responsibility and insurance.

Balangkas Consulting is not liable for:

- errors or omissions in subconsultant work
- delays caused by subconsultants
- non-compliance by subconsultants

Where the Client engages subconsultants directly, Balangkas Consulting will rely on their information without verification.

Balangkas Consulting's liability for the acts or omissions of subconsultants is limited to the extent recoverable under the subconsultant's own professional indemnity insurance.

13. Legal and Authority Requirements

Balangkas Consulting will perform the Services in accordance with the Legal Requirements current at the time the Deliverables are prepared. Balangkas Consulting does not warrant or guarantee that any authority, council, utility, or regulatory body will grant approval, certification, acceptance, or endorsement of the Deliverables.

Balangkas Consulting is not responsible for:

- changes in legislation, standards, guidelines, or authority interpretation occurring after the Deliverables have been prepared
 - additional work, redesign, modelling, documentation, or resubmissions required by authority comments, conditions, or requests
 - delays in authority reviews, approvals, responses, or processing times
 - inconsistent, unclear, or conflicting authority requirements
 - authority decisions that differ from industry practice or previous advice
- Any additional work, redesign, re-assessment, or delay arising from authority requirements, comments, or changes will be treated as a Variation.

14. Site Limitations and Latent Conditions

Balangkas Consulting is not responsible for:

- restricted or unsafe site access
- inaccurate as-constructed information
- contamination or hazardous materials
- unexpected underground services
- environmental hazards
- contractor staging or methodology

If site conditions differ from expected, Balangkas Consulting may issue a Variation.

15. Safety in Design

Balangkas Consulting will undertake Safety in Design activities appropriate to the Services.

Balangkas Consulting is not responsible for:

- contractor means and methods
- temporary works
- construction staging
- site safety management

16. Confidentiality

Balangkas Consulting will keep confidential all information provided by the Client, except where disclosure is required by law. This obligation survives termination.

17. Marketing and Portfolio Use

Balangkas Consulting may request the Client's consent to reference the Project, the Deliverables, or Balangkas Consulting's role in the Project for marketing, capability statements, case studies, award submissions, or portfolio purposes.

No confidential information, commercially sensitive material, or Client-identifying details will be published without the Client's prior written approval.

18. Intellectual Property

Balangkas Consulting retains all ownership rights in the intellectual property, methodologies, templates, calculations, models, drawings, reports, and Deliverables created during the Project, including any modifications, updates, or derivative works. The Client receives a non-exclusive, non-transferable licence to use the Deliverables solely for the Required Purpose and solely for the Project for which they were prepared.

Deliverables must not be:

- reused
- adapted
- modified
- relied upon for other projects or stages
- provided to third parties
- incorporated into other designs
- used for construction beyond the Required Purpose
- without Balangkas Consulting's prior written consent.
- Balangkas Consulting accepts no liability for any use of the Deliverables:
 - outside the Required Purpose
 - after modification by others
 - after being incorporated into other documents
 - after being reused on other projects or stages
 - after changes in site conditions, standards, or information

Draft, preliminary, or incomplete Deliverables must not be relied upon for construction, procurement, or authority submission. Balangkas Consulting accepts no liability for any use of draft Deliverables.

If the Client or a third-party reuses or modifies the Deliverables without approval, the Client indemnifies Balangkas Consulting for any resulting loss, claim, or liability.

19. Digital Delivery and File Formats

Deliverables will be provided in PDF format unless otherwise agreed in writing. Editable files (including but not limited to CAD files, models, spreadsheets, or native design files) are not included unless expressly stated in the proposal or approved as a Variation.

Balangkas Consulting is not responsible for data loss, corruption, version conflicts, or compatibility issues arising from Client systems, software, storage platforms, or third-party applications.

20. Use of Technology and AI-Assisted Workflows

Balangkas Consulting may use industry-standard digital tools, automation, or AI-assisted workflows to support the preparation of Deliverables. All Deliverables are reviewed, validated, and approved by qualified personnel.

The use of such tools does not diminish the professional nature of the Services, and Balangkas Consulting remains responsible for the Services to the extent required under the Standard of Care.

21. No Third-Party Reliance

Deliverables are prepared solely for the Client and for the Required Purpose. No third party may rely on the Deliverables without Balangkas Consulting's prior written consent.

22. Return of Property

Upon termination or completion, the Client must return any Balangkas Consulting property, documents, or Confidential Information.

23. Records Retention

Balangkas Consulting will retain project records for seven (7) years unless otherwise required by law.

24. Insurance

Balangkas Consulting maintains Professional Indemnity insurance appropriate to the Services and project risk profile. Certificates of Currency can be provided upon request.

25. Limitation of Liability

Balangkas Consulting's liability is limited to the extent permitted by law and capped in the aggregate at the level of its Professional Indemnity insurance actually recoverable

in respect of the claim.

Balangkas Consulting is not liable for:

- consequential, indirect, special, or punitive loss
- loss of profit, revenue, opportunity, or reputation
- delays, disruptions, or additional costs caused by the Client, contractors, authorities, utilities, or third parties
- authority decisions, conditions, interpretations, or refusal to grant approvals
- contractor performance, staging, sequencing, temporary works, or construction means and methods
- any use of the Deliverables for purposes other than the Required Purpose
- any use, modification, or reliance on the Deliverables by third parties without Balangkas Consulting's written consent

Balangkas Consulting's liability will be reduced to the extent that any loss or damage is caused or contributed to by the Client, contractors, third parties, or inaccurate or incomplete information provided to Balangkas Consulting

26. Fitness for Purpose

Balangkas Consulting does not warrant that the Services or Deliverables will be fit for any purpose other than the Required Purpose expressly stated in the proposal.

27. Proportionate Liability

To the extent permitted by law, the parties agree that proportionate liability legislation applies to all claims. Balangkas Consulting will not be liable for any loss or damage to the extent caused or contributed to by others.

28. Indemnity

Each Party indemnifies the other for losses arising from its own negligent acts or omissions, except to the extent covered by insurance. This obligation survives termination.

- The Client indemnifies Balangkas Consulting for any loss, claim, cost, liability, or damage arising from:

- the Client's use of the Deliverables for any purpose other than the Required Purpose
- any modification, adaptation, or reuse of the Deliverables without Balangkas Consulting's written approval
- any reliance on the Deliverables by third parties without Balangkas Consulting's written consent
- inaccurate, incomplete, outdated, or misleading information provided by the Client or third parties
- authority decisions, conditions, interpretations, or refusal to grant approvals
- contractor performance, staging, sequencing, temporary works, or construction means and methods
- delays, disruptions, or additional costs caused by the Client, contractors, authorities, utilities, or third parties

Balangkas Consulting's liability will be reduced to the extent that any loss or damage is caused or contributed to by the Client, contractors, or third parties

29. Dispute Resolution

If a dispute arises, the parties will:

- negotiate in good faith
 - escalate to senior representatives
 - proceed to mediation
- No litigation may commence unless mediation has failed.

30. Termination

Either Party may terminate the agreement with 14 days' written notice.

- Upon termination for any reason, the Client must pay for:
 - all work completed up to the termination date
 - partially completed work and draft Deliverables
 - committed costs, including subconsultant fees and cancellation charges
 - approved Variations
 - any additional work required to close out or hand over the Project

Balangkas Consulting retains ownership of all Deliverables until all fees, costs, and approved Variations have been paid in full.

Balangkas Consulting is not required to continue work, attend meetings, respond to queries, or release Deliverables during the notice period if any invoice remains unpaid.

If the Client terminates the agreement and later requests recommencement of the Services, Balangkas Consulting may:

- treat the recommencement as a new engagement, and
- apply revised fees, timeframes, and conditions.

This clause survives termination.

31. No Duty to Update

Balangkas Consulting has no obligation to update, revise, or amend Deliverables after completion unless engaged under a separate written agreement.

32. Reliance Period

Deliverables may only be relied upon for a period of six (6) months from the date of issue unless otherwise agreed in writing. After this period, changes in site conditions, authority requirements, standards, or third-party information may render the Deliverables outdated.

Where site conditions, authority requirements, or third-party information change within this period, the Deliverables may no longer be valid and a Variation may be required to update or reassess the Services.

33. Modification of Agreement

Any amendment must be in writing and signed by both parties.

34. Governing Law

These Terms & Conditions are governed by the laws of Victoria.

35. Priority of Documents

If there is any inconsistency between these Terms & Conditions, the proposal, and any Client-issued documents, these Terms & Conditions and the proposal take precedence unless expressly agreed otherwise in writing.

36. Severability

If any clause is invalid, the remainder remains enforceable.

37. Waiver

Failure to enforce a clause does not constitute a waiver of future rights.

38. Commercial Acceptance

Where Balangkas Consulting is required to accept Client-issued terms that cannot be amended, the Services are provided on a commercial basis subject to these Terms & Conditions, the proposal qualifications, and documented scope assumptions.

39. Acceptance

By accepting the proposal (in writing or by issuing a purchase order), the Client agrees to these Terms & Conditions.