**Quotation Form – Professional Services**

|  |  |  |
| --- | --- | --- |
| **Project Details** |  |  |
| **Project:** |  | [Insert full project name] |
| **Site:** |  | [Insert site description or reference] |
| **Services Required:** |  | [Description of works. If insufficient space add and refer to Appendix 1 Scope of Services.]. |
| **Completion Date:** |  | [Insert either completion date, or working days from date of acceptance of this RFQ by ACU] |

|  |  |  |  |
| --- | --- | --- | --- |
| **Principal** | Australian Catholic University Limited ABN: 15 050 192 660 | | |
|  | Address: | 40 Edward Street, North Sydney, New South  Wales 2060 | |
|  | Phone: (0x) 9739 xxxx | | Facsimile: (0x) xxxx xxxx |
|  | Attention: | [Insert ACU project/contract manager, Name & Title] | |
|  | Email: | [Insert details] | |

|  |  |  |
| --- | --- | --- |
| **Insurances required** |  |  |
|  | Public Liability | $20 million per occurrence |
|  | Workers Compensation | As required by legislation |
|  | Professional Indemnity | [Insert - See ACU Professional Indemnity Insurance requirements or contact OGC] |

|  |  |  |
| --- | --- | --- |
| **Payment terms** | If the Project is in NSW, ACT or Queensland | 15 Business Days from Principal’s receipt of an invoice in compliance with clause 7 of the Contract Conditions |
|  | If the Project is in Victoria or South Australia | 21 Business Days from Principal’s receipt of an invoice in compliance with clause 7 of the Contract Conditions |

|  |  |
| --- | --- |
| **Liability Cap**  **(clause 6)** | [insert appropriate cap on Consultant's liability OR insert N/A] |

**Quotation submission**

|  |  |  |
| --- | --- | --- |
| **Closing Date and Time:** | [ Weekday, DD Month, YYYY] | |
|  | Email to: | [Insert Principal’s email or other as directed by ACU ] |

|  |  |  |  |
| --- | --- | --- | --- |
| **Consultant** | Insert name of organisation ABN: XX XXX XXX XXX | | |
|  | Address: | Insert Street and PO Box [STATE] Postcode | |
|  | Phone: [work or mobile] | | Facsimile: xx xxxx xxxx |
|  | Attention: | [Name of consultant’s representative] | |
|  | Email: | [[email](mailto:rconbc@gmail.com) of consultant’s representative] | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Documents to be submitted with quotation**   |  |  | | --- | --- | | 1. Certificate of Insurance (Public Liability) | Yes/No | | 1. Certificate of Insurance (Professional Indemnity) | Yes/No | | 1. OHS Plan | Yes/No | | 1. Environmental Management Plan | Yes/No | | 1. Work Delivery Plan | Yes/No | | 1. Other [Include title(s) of document] | Yes/No |   **Schedule of Fees**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Item** | **Description of Work** | **Unit e.g. (Hours/ day)** | | **Fee $ per unit (GST Excl)** | **Amount $ (GST Excl)** | |  |  |  | |  |  | |  |  |  | |  |  | |  |  |  | |  |  | |  |  |  | |  |  | |  |  |  | |  |  | |  |  |  | |  |  | | **Lump Sum Total** | | | **TOTAL** (excl GST) | | **$xx,xxx.xx** | |   **Disbursements not included in Fee**  [The following disbursements are not included in the Fee and will be reimbursed if:  prior written approval is given by the Principal before they are incurred; and  receipts are provided to the reasonable satisfaction of the Principal when claimed.  [Insert list and rates for disbursement items and recommended budget allowance]  ] |

I confirm that I am duly authorised to submit this Quotation to ACU which if accepted by ACU will constitute a binding contract to satisfactorily undertake the Services to which this Quotation relates at the rate and/or price stated, and in accordance with the Conditions of Contract and Addenda included herein.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Conditions of Quotation**

1. Quotations must be lodged not later than the nominated closing time and date. Quotations submitted after this date may be rejected at the discretion of the Principal.
2. The Principal will not be bound to accept the lowest or any Quotation.
3. Quotations are submitted on the basis that the quoting firm accepts the Terms and Conditions of Contract herein and are not to be submitted by way of a counter offer. Any inclusion in the Quotation of additional terms and conditions will render the Quotation invalid. In such a circumstance, the Principal reserves the right to accept the Quotation on the basis that any additional terms and conditions are excluded and do not form part of the Contract between the Principal and Consultant.
4. The Quotation will remain valid for a period of not less than sixty (60) days after the nominated closing date.
5. The Principal will not be liable in any circumstances for any costs incurred in the preparation of a Quotation.
6. Quotations submitted in response to this Request are final and are to include any required documentation including the Schedule of Fees, Scope of Services and any other Addenda.
7. Quoting firms are expected to be thoroughly familiar with the extent of the Services required and the Principal makes no representation or warranty in this regard. The Quoting firm is encouraged to undertake all investigations that are necessary prior to submitting a Quotation. The Consultant will not be entitled to any adjustment by reason or failure to do so. Arrangements to visit and inspect the site may be made by contacting the Principal.
8. Quoting firms will provide the names and addresses of all Sub-Consultants, if any, proposed to be engaged to carry out any of the Services specified in the Quotation, together with a statement of the respective extent of such sub-contract work.
9. A Quotation is accepted when the Quotation Document is signed by an authorised representative of the Principal and returned to the Quoting Firm and will constitute the entirety of the Contract between the Principal and Consultant.

**CONDITIONS OF CONTRACT**



DEFINITIONS AND INTERPRETATION

* 1. Definitions

In this Agreement, unless the context clearly indicates otherwise:

**Agreement** means the agreement between the Principal and the Consultant for the performance and execution of the Work contained in the Contract Documents.

**Australian Standards** means all Australian Standards published by Standards Australia Limited and which are applicable to the Services;

**Authority** means any government or any public, local or statutory authority (including, where applicable, any relevant certifying authority) or utility provider having jurisdiction in respect of the Services or the Site;

**Address for Service** means the address of each party appearing in the Details or any new address notified by any party to all other parties as its new Address for Service;

**Brief** means the Principal's brief as stated under “Services Required” on page 1 of this Quotation Form;

**Confidential Information** means the terms of this Agreement and all information, material and technology disclosed or provided in any form by any party to any other party in connection with the subject matter of this Agreement;

**Contract Documents** means Quotation Form Professional Services, Conditions of Quotation and Conditions of Contract and any Addenda.

**Contract Material** means those Documents, designs, materials, methods of work, specifications and other information and materials, samples, models, patterns and the like created or required to be created under this Agreement and to be handed over to the Principal;

**Consultant** means the Person, Firm, Company or Corporation whose Quotation is accepted together with the agents and/or employees of the Consultant, and will include the Executors, Administrators, Successors and Assigns as the case may be, of such person, Firm, Company or Corporation.

**Document** includes but is not limited to any document, drawing, plan, specification, chart, map or computer program and data whether in hard copy or electronic form.

**Fee** means the fee quoted in the quotation submitted by the Consultant.

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

**Intellectual Property** means any patent, registered design, trademark or name, copyright or other protected right;

**Legislative Requirements** means:

* + 1. Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction in which the Site is located;
    2. certificates, licences, consent, permits, approvals, requirements and codes of any Authority having jurisdiction in connection with the carrying out of the Services; and
    3. fees and charges payable in connection with the foregoing;

**Material Default** includes:

* + 1. the Consultant:
       1. failing to provide evidence of insurance;
       2. failing to achieve the standards of Services required by this Agreement;
       3. failing to comply with Legislative Requirements;
       4. wrongfully suspending the Services; or
       5. substantially departing from a Program without reasonable cause or the Principal’s approval or failing to proceed with due expedition or without delay; or
    2. the Principal failing to make a payment that is due and payable under this Agreement.

**Program** means the program specified by the Principal for delivery of the Services as notified to the Consultant from time to time.

**Quotation** means the tender in writing to perform and execute Services.

**Schedule of Fees** means the aggregate amount payable by the Principal to the Consultant in relation to the provision of the Services in accordance with this Quotation.

**Relevant Approvals** means any development consent, construction certificate and any other consent, permit or approval required by any Legislative Requirement or Authority arising out of or in any way connected with the Services;

**Rules** means the rules and operating procedures applicable to the building or buildings:

1. which are situated on the Site; or
2. in which the Site is located,

including any rules relating to work health and safety or requirements to incorporate sustainable processes and procedures into performing the Services, as varied from time to time in accordance with clause 15(b);

**Services** means the services to be performed under this Agreement as described in the Contract Documents and includes all incidental services which are to be reasonably inferred from the Contract Documents;

**Site** means the site (and any building on the site) specified on page 1.

**Variation** means any one or more of the following:

* + 1. an increase, decrease or omission of any part of the Services;
    2. a change in the character or quality of the Services; or
    3. additional services;

**WHS Laws** means the Work Health Safety Act, the Work Health Safety Regulation and any other Acts, regulations, by-laws, orders, awards, proclamations, standards and codes of the Commonwealth and any State or Territory in which the Site is located, and the requirements of any Authority, relating to work health and safety issues applicable to the Services;

1. Consultant obligations
   1. Performance
      1. The Consultant agrees that it will perform the Services:
         1. properly and diligently with the degree of skill, care and competence expected of a consultant experienced in the performance of the Services;
         2. with due expedition and without delay and in accordance with any Program;
         3. in accordance with this Agreement, any direction of the Principal, all Legislative Requirements and the Rules (if any); and
         4. in a manner that is coordinated and integrated with services to be performed by other consultants and Consultants engaged by the Principal in connection with the Site (if any and if relevant).
      2. The Consultant must promptly give the Principal written notice if it discovers any inconsistency, ambiguity or discrepancy in or between the rights and obligations of the Principal or the Consultant under this Agreement.
      3. At any time that the Principal requests, the Consultant must provide the Principal a written report relating to the Services and the products of the Services (including the Contract Material) in a form reasonably directed by the Principal at the relevant time.
      4. Unless advised otherwise in writing by the Principal, the Consultant acknowledges that included in its obligations under this Agreement (and therefore in the Fee) is the obligation to comply with all Legislative Requirements (and changes in Legislative Requirements) and all relevant conditions of the Relevant Approvals.
   2. Contract Material
      1. The Contract Material must be submitted by the Consultant to the Principal in the quantity and format and within the period specified by the Principal in the Program or in this Agreement. Where no period is specified, the Contract Material will be submitted to the Principal within a reasonable time before it is to be issued by the Principal for use, giving due allowance for review by the Principal and any other person nominated by the Principal.
      2. The Principal may, within a reasonable time, give the Consultant notice as to whether or not the Contract Material complies with the requirements of this Agreement. If the Principal notifies the Consultant that the Contract Material does not comply with the requirements of this Agreement, the Consultant must:
         1. amend the Contract Material so that it complies with the requirements of this Agreement; and
         2. promptly submit such amended Contract Material to the Principal, in which case clauses 2.2(a) and 2.2(b) will apply in relation to the amended Contract Material.
      3. The review of any Contract Material by the Principal in accordance with this Agreement is solely to monitor the performance of the Consultant. The Consultant is solely responsible for performing the Services.
      4. The Consultant must not make any material amendments to the Contract Material, unless the proposed amendments have been reviewed by the Principal in accordance with clause 2.2.
2. Principal obligations

The Principal will:

* + 1. pay the Consultant the Fee in accordance with this Agreement;
    2. provide the Consultant with Documents and other information in the Principal's control sufficient to enable the Consultant to perform the Services; and
    3. provide the Consultant with such access to the Site as is reasonably necessary for the Consultant to perform the Services.

1. Intellectual Property Rights
   1. Copyright

Copyright in any Documents will remain vested in the person who prepared the documents but the Principal is hereby granted an irrevocable royalty free licence together with the right to sub-licence to use all such Documents prepared by the Consultant in connection with the Project or any works which may be carried out on the Site at any time, or any extension of the Site including without limitation construction by a building contractor, maintenance, refurbishment and similar works, notwithstanding any dispute which may arise between the Principal and the Consultant.

* 1. Moral Rights

The Consultant acknowledges and agrees that it will obtain or has obtained from each of its employees and contractors involved in performing the Services:

### all copyright in the Documents and the design prepared by it; and

### written consent for the benefit of the Consultant in relation to any Moral Right in respect of any Work made, created or developed as part of any of the Project.

* 1. Copyright indemnity

The Consultant indemnifies and will keep indemnified the Principal for any loss, damage, expense or liability the Principal may suffer which is caused by or is related to:

### a breach of this clause 4; and

### any employee of the Consultant or employee of any sub-consultant of the Consultant attempting to otherwise enforce their Moral Rights pursuant to the *Copyright Act 1968* (Cth).

### **4.4 Definitions**

In this clause 4:

**Moral Right** has the meaning given to it by section 189 of the *Copyright Act 1968* (Cth);

**Work** has the meaning given to it by section 189 of the *Copyright Act 1968* (Cth).

### **4.5 Agreement as to rights**

The Consultant warrants that it is entitled to provide to the Principal the rights granted to the Principal pursuant to this clause 4.

1. Insurances
   * 1. The Consultant must, prior to commencing the Services, take out and maintain the following insurances, and provide the Principal with certificates of currency for those insurances:
        1. public liability insurance nominating “the Principal” as an additional insured covering the parties for their respective rights, interests and liabilities against liability to third parties for at least the sum stated on page 1 of this document in respect of any one occurrence anywhere in Australia, which must be maintained until the Consultant completes carrying out the Services;
        2. workers compensation insurance as required by law, which must be maintained until the Consultant completes carrying out the Services; and
        3. professional indemnity insurance in the annual amount stated in on page 1, which must be renewed by the Consultant as necessary to ensure that there is always a current policy in place to cover all claims made against the Consultant for a period of 6 years (or 10 years if the Project is in Victoria) after the completion of the Services to be provided by the Consultant under this Agreement and which otherwise complies with the requirements of this clause,

subject always to the overall sum insured not being increased.

1. INDEMNITY
   * 1. The Consultant will indemnify the Principal against, and compensate the Principal in respect of, any loss, injury or damage to property or persons to the extent that such arise out of any negligent act, error, omission or statement by the Consultant, its servants, agents or employees in the performance of its duties under this Agreement.
     2. The Consultant’s total liability arising out of or in connection with this Agreement, whether arising in contract (including under any warranty or indemnity), tort (including negligence), in equity, in restitution or pursuant to statute will be limited to the greater of:
        1. to the extent that the liability is subject to indemnity under a policy of insurance required under this Agreement, then the minimum amount of insurance required by clause 5; and
        2. the Liability Cap amount set out on page 1.
     3. Neither party will be liable to the other under this contract for in relation consequential losses or damages in the form of loss of profits, loss of opportunity or productivity, loss of goodwill, loss of anticipated or actual revenue or saving or increased capital or financial costs.
     4. Consequential losses or damages in clause 6(c) does not include:
        1. additional internal administrative and management costs and expenses;
        2. expenditure or fees rendered unnecessary;
        3. costs of procuring replacement Services; or
        4. costs of rectification of any work done in connection with the Services;
     5. The indemnity will be reduced proportionally to the extent that any breach of this Agreement by the Principal or any negligent act or negligent omission of the Principal or its contractors, consultants or agents (excluding the Consultant) may have contributed to the injury, death, loss, disease, illness, damage, cost, expense or liability.
     6. This clause 6 will survive termination or expiry of this Agreement.
2. Payment
   * 1. The Consultant must render an invoice (the “**Invoice**”) to the Principal in relation to the Services at the end of each month during the period in which Services are provided and calculated by reference to the Schedule of Fees.
     2. Invoices must:
        1. set out the amount claimed on account of the Fee, for Services performed;
        2. contain a brief description of the work provided in the period covered by the Invoice; and
        3. include any further verification or documentation in relation to the Invoice as reasonably required by the Principal.
     3. Subject to the provisions of this Agreement, the Principal will assess the Invoice within 10 Business Days of its receipt from the Consultant, and the Principal will pay the Consultant (or the Consultant will pay the Principal) the amount assessed as due, within the amount of days stated on page 1.
     4. The Principal will bear, or reimburse to the Consultant, the disbursements (if any) stated on page 2 or in Schedule 1 and the Consultant will bear all other disbursements incurred by the Consultant in performing the Services.
3. variations
   * 1. The Consultant will not vary the Services except as directed in writing by the Principal.
     2. The Principal may direct the Consultant to undertake a Variation, but such Variation must be of a character and extent contemplated by, and capable of being carried out under, this Agreement.
     3. The Consultant will be bound to comply with a direction from the Principal.
     4. If the Consultant considers any instruction or direction, whether in writing or otherwise amounts to a Variation, it must notify the Principal within 7 days with a cost for the Variation which will be calculated in accordance with clause 8(e). The Consultant must not proceed with the Variation until such time as the Principal agrees in writing to the Variation and adjustment to the Fee.
     5. If relevant, the Fee and Program will be adjusted by the Principal to reflect its reasonable assessment of the time for performance and the increased or decreased cost arising from the Variation (which cost will be based on prior agreement between the parties, applicable rates or fees in this Agreement, or reasonable rates or fees, in that order).
4. REPRESENTATIVES
   1. Principal’s representatives

The Principal may appoint a representative or representatives to exercise the Principal’s delegated functions. The name and function of each of the Principal’s representatives will be notified to the Consultant in writing.

* 1. Consultant’s representatives and personnel
     1. If the Consultant appoints a representative, the Consultant must give the Principal prior written notice of the representative’s name.
     2. The Consultant must ensure that personnel engaged in the performance of the Services are competent and professional with qualifications and experience appropriate to ensure full and proper performance of the Services in accordance with this Agreement.
     3. If the Principal gives the Consultant notice in writing requiring any one or more of the Key Personnel to be withdrawn from providing the Services, the Consultant must immediately:
        1. comply with the notice;
        2. provide a suitable replacement; and
        3. ensure that those persons named in the notice do not carry out any work in connection with the Services.

1. termination
   1. Default

If either party is in Material Default of this Agreement, the other party may by written notice to the defaulting party:

* + 1. terminate this Agreement; and/or
    2. take any other action available to it, including instituting proceedings for damages against the Consultant.
  1. Termination

In the event of any termination of this Agreement the Consultant must deliver up to the Principal all Contract Material and other Documents and material in the Consultant's possession or control relating to the Services or the Site.

* 1. Early termination
     1. Despite any other clause in this Agreement, the Principal may terminate this Agreement for the Principal's convenience at any time by giving the Consultant not less than 5 Business Days written notice.
     2. If clause 10.3(a) is held to be unenforceable, then the Principal may terminate this Agreement at any time by giving the Consultant written notice with a reasonable time by which the Agreement ends having regard to the nature of the Services and size of the Fee.
     3. If this Agreement is terminated by the Principal:
        1. the Principal will pay the Consultant for the Services performed up to and including the date of termination; and
        2. the Principal will not be liable to the Consultant for and the Consultant will not be entitled to claim from the Principal any losses, expenses, costs, damages or liabilities suffered or incurred by the Consultant under this Agreement or otherwise arising out of or as a consequence of the termination, other than the amounts to be paid by the Principal under clause 10.3(c)(i).
  2. Insolvency
     1. If an Insolvency Event occurs in respect of a party then, where the other party is:
        1. the Principal, the Principal may, without giving a notice to show cause, exercise the rights under clause 10.1; or
        2. the Consultant, the Consultant may, without giving a notice to show cause, exercise the right under clause 10.1.
     2. The rights and remedies given by this clause 10.6 are additional to any other rights and remedies. They may be exercised even if there has been no breach of this Agreement.

1. GST
   1. Definitions

Words and phrases used in this Agreement that are defined in the GST Legislation have the meaning given in that legislation where used in this Agreement.

* 1. Consideration is GST-exclusive

Unless otherwise specified, all amounts payable under this Agreement are exclusive of GST and must be calculated without regard to GST.

* 1. GST payable on taxable supply
     1. If a supply made under this Agreement is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
     2. The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.
     3. If there is an adjustment to a taxable supply made under this Agreement then the Supplier must provide an adjustment note to the Recipient.
     4. The amount of a party’s entitlement under this Agreement to recovery or compensation for any of its costs, expenses, losses, damages or other liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses, losses, damages or liabilities.
  2. Survival of clause

This clause 11 will survive the termination of this Agreement.

1. DISPUTE RESOLUTION
   * 1. Where either party has a dispute or difference arising out of this Agreement it may give written notice to the other party identifying the matter in dispute or the difference.
     2. Within 5 Business Days of receipt of the notice referred to in clause 12(a), the parties’ senior representatives (who have authority to settle the dispute or difference) must meet and seek to resolve the dispute or difference.
2. rules
   * 1. the Principal or the Site owner may amend, cancel, add to or suspend all or any of the Rules, in the Principal’s or the Site owner’s absolute discretion, as may be required for the management, safety, care or cleanliness of the Site.
     2. Where the Principal or the Site owner varies all or any of the Rules in accordance with clause 13(a), the Consultant must comply with any variation within 7 days receipt of written notice from the Principal.
     3. If there is an inconsistency between the provisions of this Agreement and the Rules, the provisions of this Agreement prevail.
3. no responsibility

Without limiting clause 15:

* + 1. the Principal does not warrant, guarantee or make any representation about the accuracy or adequacy of any information, data and Documents made available to the Consultant by the Principal or anyone on behalf of the Principal before the date of commencement of the Services and which does not form part of this Agreement; and
    2. to the extent permitted by law, the Principal will not be liable upon any claim by the Consultant arising out of, or in any way in connection with, that information, data and Documents.

1. Non-reliance

The Consultant:

* + 1. warrants that it did not in any way rely upon:
       1. any information, data, representation, statement or Document (not forming part of this Agreement) made available to the Consultant by the Principal or anyone on behalf of the Principal; or
       2. the accuracy or adequacy of any such information, data, representation, statement or Document,

for the purposes of entering into this Agreement; and

* + 1. warrants that it enters into this Agreement based on its own investigations, interpretations, deductions, information and determinations.

1. GENERAL PROVISIONS
   1. Assignment, subcontracting and novation
      1. The Consultant must not assign, subcontract or otherwise deal with the whole or any part of this Agreement without the prior written consent of the Principal. Subcontracting will not relieve the Consultant from liability or any obligation under this Agreement.
      2. The Principal may at any time transfer, assign, novate or otherwise deal with the whole or any part of this Agreement.
      3. The Consultant hereby irrevocably consents to any novation of this Agreement directed by the Principal in writing (without being entitled to compensation) and must enter into a deed of novation with the Principal and a third party in a form as the Principal may require to give effect to the novation.
   2. Work prior to date of Agreement

The parties agree that:

* + 1. any services (including those forming part of the Services) performed by the Consultant prior to the date of this Agreement are deemed to have been performed by the Consultant under this Agreement; and
    2. any payment made by the Principal to the Consultant in relation to such services prior to the date of this Agreement is deemed to have been made on account of the Fee.
  1. Amounts due

Where no time is stated in this Agreement for payment of an amount due from the Consultant to the Principal, that amount is payable on demand being made by the Principal.

1. Work health and safety

The Consultant must:

* + 1. comply with all statutory requirements for work health and safety, including the WHS Laws, codes of practice and Australian Standards that are applicable to the performance of the Services; and
    2. comply with all directions of the Principal Consultant for the Site and the Services, and any other person managing work, health and safety for the Site or the Services.

1. CONFIDENTIALITY
   * 1. Subject to clause 18(b), the Consultant must maintain in confidence all Confidential Information and ensure that the Confidential Information is kept confidential.
     2. The Consultant may only reveal Confidential Information:
        1. if required by law or by any stock exchange to disclose, in which case the Consultant must immediately notify the Principal of the requirement and take lawful steps and permit the Principal to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the Confidential Information;
        2. if the Confidential Information is in or enters the public domain for reasons other than a breach of this Agreement;
        3. if the Confidential Information is disclosed to the Consultant by a third party legally entitled to disclose that information and who is not under an obligation of confidentiality to the Principal; or
        4. to its professional advisers to obtain professional advice.
     3. This clause 18 will survive the expiration, termination or frustration of this Agreement.
2. entirEty of contract

This Quotation Document including the Conditions of Contract herein, and Addenda, will constitute the entirety of the contract documentation between the Principal and Consultant and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

Any additional terms and conditions submitted as part of the Quotation are excluded and do not form a part of the contract documentation between the Principal and Consultant.

The Quotation submitted hereto is hereby accepted by the Australian Catholic University by its Authorised Representative:

Signed: …………………………………………….

Name of ACU   
Authorised Representative: ……………………………………………..

Position: ……………………………………………..

Date: ……………………………………………..