

Terms of Engagement

1. Appointment

By accepting the Quotation, the Client requests and Real Property Matters (Australia) Pty Ltd (RPM) agrees to perform the Services on the terms and conditions of this Agreement.

2. Scope

- 2.1 The Services to be provided by RPM are set out in the Quotation.
- 2.2 The Client may issue further directions and request variations to the Services from time to time. RPM may at its discretion accept any such directions or variations and the Client must pay RPM in accordance with Clause 4.3 or 4.4 for any such directions or variations.
- 2.3 RPM will use its best endeavours to perform the Services in accordance with the timeframe estimated in the Quotation, but any such timeframe is an estimate only and RPM will not be liable for any claim for late or non-performance.

3. Information

- 3.1 The Client must ensure that RPM receives all necessary materials, documents, instructions and other information in a timely manner to enable RPM to perform the Services in accordance with this Agreement.
- 3.2 RPM assumes no responsibility in respect of, and is not liable for, any error, omission, discrepancy or defect in any materials, documents, information or instructions provided by the Client to RPM under clause 3 and the Client must pay RPM for the performance of any additional Services by RPM due to any such error, omission, discrepancy or defect in the materials, documents, information or instructions.

4. Fees

- 4.1 The Client must pay RPM the Fees.
- 4.2 The Client must reimburse RPM for all reasonable expenses incurred by RPM arising from or in connection with the performance of any Services under this Agreement, including but not limited to travel costs and costs of undertaking government, council, historical and other searches.
- 4.3 If the scope of the Services is varied by the Client in accordance with clause 2.2 in a manner which requires additional Services to be performed by RPM (including as a result of or in connection with a delay which is beyond the reasonable control of RPM), the Client must pay RPM for the additional Services in accordance with the standard hourly rates charged by RPM.
- 4.4 If the Client varies the scope of work in a manner which reduces the Services required by the Client, the Fees will no longer apply and the Client must pay RPM for the Services in accordance with the standard hourly rates charged by RPM or such other rates as agreed between RPM and the Client.
- 4.5 If this Agreement terminates before RPM completes the Services, the Client must pay RPM for all the Services performed under this Agreement to the date of termination.

5. Terms of Payment

- 5.1 RPM will invoice Fees and expenses as indicated in the Quotation, and the Client will pay each invoice within the time period set out on the relevant invoice.
- 5.2 RPM may at its discretion charge the Client for interest on any fees and expenses remaining unpaid remaining unpaid after the due date and such interest will accrue daily from the due date until the date of payment. This applies without prejudice to any other right or remedy available to RPM.
- 5.3 RPM may withhold performance of any Services if the Client fails to pay all amounts owing under an invoice in accordance with clause 5.2
- 5.4 The Client must not withhold any amount of the fees or expenses under an invoice issued by RPM by reason of any set-off or counter claim by the Client.

6. Intellectual Property

All Intellectual Property Rights arising out of or in connection with the provision of Services by RPM to the Client vest in RPM on their creation and nothing in this agreement confers any such Intellectual Property Rights on the Client.

7. Guarantee and Limitation of Liability

- 7.1 RPM agrees to reimburse the Client an amount equal to the fees if, within the first full financial year after the Services have been performed, the Claimable Amount does not exceed the Fees as set out in the Quotation, where "Claimable Amount" means the amount by which the Client is able to offset their annual tax bill as a result of the property's depreciation. All other terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the provision of the Services or to this Agreement are excluded to the fullest extent permitted by law.
- 7.2 Without limiting the generality of clause 7.1, RPM's total liability for any claim for loss, damage or expense incurred or suffered by the Client arising under or in connection with this agreement or the Services will be limited to the total fees paid by the Client for the Services.
- 7.3 The Client indemnifies RPM from and against any and all loss, damage or expense directly or indirectly arising from or in connection with any breach of this agreement by the Client or any unlawful, negligent or wilfully wrong act or omission by the Client.

8. General

- 8.1 RPM may assign its rights or sub-contract its obligations under this Agreement.
- 8.2 This Agreement is governed by the law of the State or Territory in which the Services are performed by RPM and the parties submit to the non-exclusive jurisdiction of the courts in that State or Territory.
- 8.3 This agreement constitutes the sole and entire agreement between the parties with regard to its subject matter and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this agreement is of no force or effect. Clauses 6, 7, 8 and 9 survive termination or expiry of this Agreement.
- 8.4 The terms and conditions of this Agreement can only be varied by written notice by RPM to the Client.

9. Definitions and Interpretation

9.1 In this document, unless the context indicates otherwise:

- “Agreement” means these Terms of Engagement and the Quotation;
- “RPM” means Real Property Matters (Australia) Pty Limited;
- “Client” means the person that appoints RPM to perform the Services in accordance with this Agreement;
- “Fees” means RPM’s fees as set out in the Quotation or otherwise agreed under this Agreement;
- “Intellectual Property Rights” means trade marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;
- “Quotation” means RPM’s written proposal to provide the Services to the Client in accordance with this Agreement; and
- “Services” means the services to be performed by RPM set out in the Quotation and any other services to be provided by RPM to the Client under this Agreement as agreed between the parties.

9.2 In this document, unless the context indicates otherwise:

- headings are for convenience only and do not affect interpretation;
- a reference to a person includes a natural person, corporation, partnership, and any other organization or legal entity; and
- the singular includes the plural and vice versa.

