

WDG agrees to provide the Services requested by the Client on the terms and conditions set out below. Words in *ITALICS* are defined at clause 22.1 below.

1. Acceptance

- 1.1 Clauses 6.6, 8.3, 11.4, 15.4, 18.1, 20.1 and 21.1 shall apply to the Agreement unless or to the extent the Proposal expressly specifies otherwise.
- 1.2 The Client shall be deemed to have accepted these terms and conditions and the Proposal if the Client:
 - (a) gives or continues to give WDG instructions in relation to the Services after receiving the Proposal, or
 - (b) verbally accepts the Proposal.
- 1.3 Notwithstanding clause 1.2, WDG may insist on the Client accepting the Proposal and these terms and conditions in writing by signing the Acceptance or another form of written acceptance.

2. Services & Insurances

- 2.1 WDG shall provide the Services in accordance with the Agreement. The Client and WDG agree that the items referred to as Exclusions in the Proposal, if any, are excluded from the Agreement.
- 2.2 WDG warrants that:
 - (a) it holds all qualifications and licenses required to provide the Services,
 - (b) the Services will be provided with due care and skill, and
 - (c) WDG will provide the Services in accordance with the relevant professional and ethical standard applicable to WDG and specified in the Proposal.
- 2.3 WDG shall not be required to commence the Services until the Client has paid the deposit, if any, in accordance with clause 5.3.
- 2.4 Subject to clauses 2.3 and 7, WDG shall provide the Services within a reasonable time and as far as reasonably possible by the date for completion specified in the Proposal, if any.
- 2.5 WDG holds Professional Indemnity Insurance and Public Liability Insurance. Upon request, WDG will produce details of the said insurance policies to the Client.

3. Client's Responsibilities & Acknowledgments

- 3.1 The Client shall promptly provide all information requested and reasonably required by WDG for the purpose of providing the Services.
- 3.2 WDG shall not be responsible for any errors brought about by the Client's failure to provide information or documentation or failure to provide material that is later found to be material to the Client's requirements.
- 3.3 The Client acknowledges that unless otherwise specified in the Proposal (if applicable):
 - (a) the Services will be performed in accordance with the Consult Australia Contract for Consulting Engineers which is incorporated into this Agreement except to the extent of any inconsistencies,
 - (b) the Fees are based on:
 - (i) existing services drawings being available,
 - (ii) existing services being available in the vicinity of the site area having satisfactory capacity,
 - (iii) CADD-DWG (all disciplines) supplied at no cost to WDG, and
 - (iv) addressing all issues that could be reasonably foreseen.
 - (c) the Fees do not allow for:
 - (i) design changes after completion of documents,
 - (ii) an Alternate Fire Solution, and
 - (iii) travel expenses.
 - (d) services during construction/construction surveillance, other than noted, would be on call at WDG's usual charge out rates,
 - (e) the following will not be provided by WDG and is not included in the Fees:
 - (i) existing services locating i.e. CCTV inspection,
 - (ii) site survey information (including all features and levels), and
 - (iii) geotechnical investigation (including all laboratory tests).
- 3.4 The Client warrants that all designs and documentation provided by the Client are in accordance with Codes & Standards.

4. Confidentiality

- 4.1 WDG shall maintain confidentiality in relation to all information disclosed by the Client or any other party to WDG and shall only use such information for the purpose of providing the Services.
- 4.2 The obligation in clause 4.1 shall not apply to any information which:
 - (a) WDG is authorised or compelled by law to disclose, reproduce, use or disseminate,
 - (b) is in or enters the public domain, other than as a result of a breach by WDG of its duty hereunder or disclosure by any person receiving the confidential information from WDG; or
 - (c) is established by means of written records and otherwise as already known to WDG prior to the date of the Proposal.

5. Fees & Invoices

- 5.1 The Client shall pay to WDG the Fees and other money that becomes payable under the Agreement (without any set off) in the manner and at the times stated in the Agreement.
- 5.2 Unless provided for in the Proposal, WDG is not required to issue any documents or certificate in respect of the Services until the Client has paid all relevant Invoices. Normal drawings may be issued to the Client prior to payment of invoices for coordination, information and costing purposes only at the discretion of WDG.
- 5.3 The Client shall pay to WDG the deposit specified in the Proposal, if any, within seven (7) days of the Acceptance.
- 5.4 The Client shall indemnify WDG for reasonable expenses incurred on behalf of the Client and costs borne in connection with the performing of the Services.
- 5.5 WDG may issue an Invoice in respect of work carried out by WDG:
 - (a) on or after the dates, periods or milestones specified in the Proposal, if any,
 - (b) on a fortnightly basis unless another period is set out in the Proposal,
 - (c) prior to issuing documentation and certificates to the Client, and
 - (d) when in WDG's opinion the Services or any Variation have been completed.
- 5.6 The Client must pay the Fees progressively as claimed by WDG within seven (7) days, or such other period as specified in the Proposal, of service of an Invoice on the Client.
- 5.7 Where the Fees are determined according to an hourly rate, WDG shall provide an itemised account of fees and charges upon the Client's written request.
- 5.8 If WDG engages a third party consultant in connection with the Services with the Client's prior consent, the Client shall indemnify WDG against all fees and disbursements charged by that third party to WDG. WDG will charge, and the Client agrees to pay, a 15% commission in addition to all fees and disbursements charged by that third party to WDG. The Client acknowledges that WDG may require that the Client enter into a service agreement with the third party directly.

6. Variations

- 6.1 A Variation occurs if:
 - (a) the Agreement deems a Variation,
 - (b) the Client requests WDG to perform a Variation and subsequently WDG performs the Variation in accordance with the Client's direction, or
 - (c) the Client and WDG agree in writing to a Variation, including Agreement as to the price of the Variation.
- 6.2 The price of a Variation is payable progressively as the Variation is performed and is due at the same time as the next Account after it is carried out unless a different time is agreed.
- 6.3 If the Client has requested WDG to perform a Variation and WDG has provided the Client with a cost proposal in respect of the Variation, unless the cost proposal is rejected by the Client in writing within two (2) Business

Days the amount of the cost proposal is deemed to be the price of the Variation for the purposes of clause 6.1(b).

- 6.4 If there is insufficient time to calculate the price of a Variation, or this Agreement deems a Variation, the price of the Variation will be charged to the Client at WDG's reasonable cost plus a Profit Margin.
- 6.5 There shall be a deemed Variation if:
 - (a) the requirements of any statutory or other Authority necessitate a change to the Services, such Variation being that work required to effect that change,
 - (b) additional work is required, or the work is required to be performed in a manner not anticipated,
 - (c) after the Agreement is made a statutory or other Authority introduces or increases any tax, charge, levy or other regulation or any requirement that affects the Services that causes any increase in the costs of the Services.
- 6.6 The Client acknowledges that the Fees have been agreed on the basis of WDG performing the Services during WDG's ordinary operating hours. Where no work schedule was provided to WDG prior to the date of the Proposal, WDG will be entitled to a Variation if the Services are required to be carried out outside the aforementioned working hours to comply with any subsequent work schedule.
- 6.7 Where extra cost in labour, materials and overhead is occasioned to WDG by virtue of the acceleration of an agreed work schedule or of the presence of obstructions or conditions which could not reasonably have been anticipated by WDG the Agreement is deemed to have been varied and the Fees shall be adjusted accordingly.
- 6.8 Notwithstanding any other clause herein, WDG is under no obligation to carry out any deemed Variation or Variation requested by the Client.

7. Acknowledgement of Possible Delays

- 7.1 The Client acknowledges that completion of the Services may be suspended by WDG pursuant to clause 8 or delayed by any cause beyond the control of WDG including: (a) a Variation or a request by the Client for a Variation; (b) an act of God, fire, explosion, earthquake or civil commotion; (c) any weather condition that, in the reasonable opinion of WDG, prevents services from being provided in the usual manner; (d) an industrial dispute; (e) anything done or not done by the Client; (f) delays in getting any approvals; (g) WDG's period usual Christmas shutdown period, if any, in each year; and (h) the Contract Documents not being fully completed or made available to WDG by the date of the Agreement.
- 7.2 WDG shall not be liable for the failure to perform the Services or the Agreement to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by WDG because of a circumstance referred to in clause 7.1.
- 7.3 Where the costs of the Services has increased due to any delay beyond the control of WDG, there shall be a deemed Variation and WDG shall be entitled to a reasonable increase in the Fees.

8. Suspension

- 8.1 If the Client is in breach of the Agreement WDG may suspend the carrying out of the Services and must promptly give to the Client written notice of the suspension and details of the breach.
- 8.2 WDG must recommence the providing the Services within a reasonable time after the Client remedies the breach and gives WDG written notice of that fact.
- 8.3 WDG may suspend the Services without prior notice if any director or company secretary of the Client or spouse of the Client or spouse of any director or company secretary of the Client refuses to execute a personal guarantee of the obligations of the Client under the Agreement in a form approved by WDG.

9. Dispute Resolution

- 9.1 The parties must attempt to resolve any dispute or claim arising out of or under the Agreement by negotiation in good faith before either party commences any litigation in relation to the dispute or claim. Accordingly, if a party considers that a dispute or claim has arisen under the Agreement, they must give written notice to the other party adequately setting out and providing details of the dispute.
- 9.2 WDG and the Client must meet within ten (10) Business Days of the giving of a notice pursuant to clause 9.1 to attempt to resolve the dispute or claim or to agree on methods of doing so. The parties must be represented at the meeting by a person with authority to agree to a resolution of the dispute.
- 9.3 If the dispute is resolved the parties must write down the resolution and sign it.
- 9.4 The parties agree that anything done or said in the negotiations cannot be revealed in any other proceedings.
- 9.5 Nothing in this clause affects the rights of the parties pursuant to the Security of Payment Law or prevents either party from commencing urgent injunctive or interlocutory proceedings in a competent Court or affects WDG's right to take recovery action in relation to any overdue Account.

10. Default & Termination of Contract

- 10.1 Without limiting clause 10.2, a party may terminate the Agreement if:
 - (a) the other party is in default of the Agreement,
 - (b) the non-defaulting party has served notice in writing on the party setting out details of the default and stating that the party will be entitled to terminate the Agreement unless the default is remedied within a specified time of not less than 14 days,
 - (c) the party fails to remedy the default within 14 days of receiving a notice under clause 10.1(b), or such longer period as may be specified in the notice, and
 - (d) the non-defaulting party serves written notice of termination whilst the default remains unsatisfied.
- 10.2 If the Client fails to pay any money under the Agreement within seven (7) days of the due date for payment:
 - (a) WDG may terminate the Agreement by notice in writing to the Client,
 - (b) WDG shall be entitled to interest on the outstanding amount at the rate of 2.5% per calendar month calculated daily from the due date for payment and compounding monthly on the first day of each month until payment is received,
 - (c) the Client shall indemnify WDG from and against all costs and disbursements incurred or payable by WDG in connection with the recovery of monies owing by WDG (including, without limitation, legal fees on an indemnity basis, collection agency costs and bank dishonour fees), and
 - (d) WDG may cancel all or any part of the Services or Services in connection with any other contract or contracts made with the Client to which these terms and conditions apply whereafter all amounts payable by the Client to WDG shall become payable immediately.

11. Warranties & Representations

- 11.1 The Client warrants that the Services relate to 'construction work' or 'related goods and services' within the meaning of the Security of Payment Law and that the Security of Payment Law will apply to the Agreement unless the Client has specified otherwise in writing in the Acceptance.
- 11.2 Subject to clause 2.2 and except as expressly provided to the contrary in the Proposal, Acceptance or elsewhere in these terms and conditions, all representations, warranties, guarantees and conditions in relation to the Services (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- 11.3 If the Client is aware (or should be aware) that the Services are for a particular purpose, the Client agrees to clearly specify that purpose in writing in the Acceptance.
- 11.4 The Client warrants that it has made its own enquiries in relation to the suitability of the Services and has not relied on any representation made by WDG in relation to their suitability for any particular purpose.

12. Limitation of Liability

- 12.1 Unless the Proposal specifies otherwise, WDG disclaims any assumption of responsibility for reliance on the Services or any document:
 - (a) by any party other than the Client; and
 - (b) for any purpose other than the purpose for which the document was prepared.
- 12.2 Subject to clause 12.3, WDG's liability to the Client (and any party claiming through the Client against WDG) for any claim for loss or damage (including legal expenses), whether arising in contract, tort or otherwise, in connection with the Agreement shall be limited to the lesser of the costs of:
 - (a) supplying the services again, or
 - (b) payment of the costs of having the services supplied again, or
 - (c) \$100,000.00.

- 12.3 WDG shall be deemed to have been discharged from all liability in respect of the *Services*, whether under the law of contract, tort or otherwise, on the expiration of one (1) year from the completion of the *Services*, and the *Client* shall not be entitled to commence any action or claim whatsoever against the WDG in respect of the *Services* after that date.
- 12.4 WDG shall not be liable for any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the carrying out of the *Services*.

13. Guarantee

- 13.1 In consideration for WDG entering into the *Agreement*, the *Guarantor* guarantees to WDG the performance by the *Client* of all of the *Client's* obligations under the *Agreement* including any *Variation*.
- 13.2 If the *Client* does not pay any money due under the *Agreement* the *Guarantor* must pay that money to WDG on demand without deduction, set-off or counterclaim even if WDG has not tried to recover payment from the *Client*.
- 13.3 Even if WDG gives the *Client* extra time to comply with an obligation under the *Agreement* or does not insist on strict compliance with the terms of the *Agreement* the *Guarantor's* obligations will not be affected.
- 13.4 Where a payment made by the *Client* or the *Guarantor* to WDG is set aside by law, the parties are restored to their respective positions prior to the payment being made and are entitled to exercise all rights which they had under the *Agreement*.
- 13.5 If there is more than one (1) *Guarantor*:
- this guarantee shall be binding on each of them jointly and severally, and
 - the release by WDG of any *Guarantor* from this guarantee does not affect the liability of any other *Guarantor*.
- 13.6 The *Guarantor's* liability under this clause is continuing and unlimited.

14. Personal Property Security

- 14.1 In this clause "attaches", "financing statement", "financing change statement", "personal property", "security agreement", "security interest" and "verification statement" have the meanings given to them by the PPSA.
- 14.2 The *Client* and the *Guarantor*, if any, hereby charge all their respective interest in their *personal property* as security for the performance by the *Client* of the *Client's* obligations under the *Agreement*.
- 14.3 The *Client* acknowledges and agrees that: (a) the *Agreement* constitutes a *security agreement* for the purposes of the PPSA, (b) a *security interest* exists in all of the *Client's* existing and future *personal property* (and their proceeds), and (c) WDG has not agreed to postpone the time the *security interest* attaches to the *Client's* *personal property*.
- 14.4 The *Client* shall: (a) promptly sign all documents and provide any further information that WDG may reasonably require to register a *financing statement* or *financing change statement* in relation to a *security interest* granted to WDG under the *Agreement* or any other document required to be registered under the PPSA, and (b) on demand reimburse WDG for all costs and expenses incurred in registering a *financing statement* or *financing change statement*.
- 14.5 The *Client* irrevocably appoints WDG and each director of WDG as the *Client's* true and lawful attorney for the purpose of performing all acts and signing all documents necessary to give effect to this clause.
- 14.6 Any requirement under the PPSA on the part of WDG to give a notice to the *Client* or any *Guarantor* shall not, to the extent that the requirement may be contracted out of (including, without limitation, under Section 115(1) of the PPSA), apply to the *Agreement*. Further, to the extent that the *Client* and/or the *Guarantor* may waive the right to receive a notice under the PPSA (including, without limitation, notice in relation to a *verification statement* under Section 157(1) of the PPSA), the *Client* and the *Guarantor* waives that right.
- 14.7 The *Client* irrevocably authorises and licenses WDG to enter upon the *Client's* property or premises, without notice, and without being in any way liable to the *Client*, if WDG has cause to exercise any of WDG's rights under Section 123 of the PPSA, and the *Client* shall indemnify WDG from any claims made by any third party as a result of such exercise.
- 14.8 WDG and the *Client* agree to treat information of the kind referred to in Section 275(1) of the PPSA as confidential. Neither WDG or the *Client* will disclose, send or make available any of the information referred to in Section 275(1) of the PPSA to any person except as required by law or the *Agreement*.
- 14.9 WDG and the *Client* acknowledge and agree that clause 14.8 constitutes a confidentiality *Agreement* pursuant to Section 275(6) of the PPSA.

15. Intellectual Property

- 15.1 Where WDG has designed, drawn or developed unique and/or original works, designs or drawings in connection with the *Services*, copyright in such works, designs or drawings shall vest in WDG.
- 15.2 Provided that the *Client* makes payment of the *Fees* in accordance with this *Agreement*, WDG grants the *Client* a non-exclusive, non-transferable licence to use the drawings and designs in connection with the *Services* until advised otherwise in writing by WDG.
- 15.3 The *Client* warrants that WDG is entitled to use all documents and drawings provided by the *Client* for the purposes of providing the *Services* and that such use will not infringe any third party's intellectual property rights.
- 15.4 The *Client* shall indemnify WDG from and against all claims and all losses and damages incurred by WDG as a consequence of any claim against WDG for infringement of a third party's intellectual property rights in connection with the provision of the *Services* in accordance with a document that is; supplied by, prepared under the instruction of, or prepared from sketches provided by, the *Client*.
- 15.5 The *Client* authorises WDG to use any documents, designs, drawings or goods that WDG has created for the *Client* including photographs thereof for the purposes of marketing WDG's business or entry into any competition.

16. Subcontracting & Assignment

- 16.1 WDG may subcontract the whole or any part of the *Services* but remains responsible for all of the *Services*.
- 16.2 WDG may assign the *Agreement* to any person. In the event of the assignment the *Client* may, if it has reasonable grounds to believe that the assignee will not comply with the *Agreement*, within seven (7) days of receiving notice of the assignment terminate the *Agreement* by 30 days written notice to WDG whereafter the termination will be effective unless the assignment is withdrawn.

17. Cancellation

- 17.1 Notwithstanding any other clause herein WDG may cancel any agreement to which these terms and conditions apply at any time before the *Services* are commenced by giving written notice to the *Client* whereafter any deposit or other amount paid by the *Client* on account of the *Services* shall become immediately repayable to the *Client*. WDG shall not be liable for any consequential loss or damage in relation to any such cancellation.
- 17.2 If the *Client* purports to cancel the *Agreement*, without limiting any other right available to WDG, the *Client* shall be liable to WDG for any and all loss or damage suffered by WDG in connection with the cancellation including, without limitation, loss of profit in respect of the *Services* and/or loss of profits in respect of orders and opportunities foregone as a result of the scheduling of the *Services*.

18. Privacy Act 1988 (Cth)

- 18.1 The *Client* and the *Guarantor*, if any, consent to WDG obtaining a Credit Report from a credit reporting agency in relation to the *Client* and the *Guarantor* respectively for the purpose of: (a) assessing the creditworthiness of the *Client*, and (b) the collection of payments that are overdue in respect of commercial credit.
- 18.2 The *Client* and the *Guarantor*, if any, agree that WDG may exchange information about the *Client* and the *Guarantor* with those credit providers either named as trade referees by the *Client* or named in a Credit Report issued by a credit reporting agency for the following purposes: (a) to assess an application for commercial credit by the *Client*, (b) to notify other credit providers of a default by the *Client*, (c) to exchange information with other credit providers, where the *Client* is in default with other credit providers, and (d) to assess the creditworthiness of the *Client*.
- 18.3 The *Client* and the *Guarantor*, if any, consent to WDG using any personal information collected by WDG for the following purposes or as required by law: (a) the performance of the *Services*, (b) the marketing of the supply of services by WDG, (c) the analysing, verifying and checking of the *Client's* credit and/or payment status in relation to the performance of the *Services*, (d) the processing of any payment instructions, direct debit facilities and/or credit facilities requested by the *Client*, and (e) enabling the daily operation of the *Client's* account and/or the collection of amounts outstanding in the *Client's* account in relation to the performance of the *Services*.
- 18.4 WDG may give information about the *Client* and the *Guarantor* to a credit reporting agency for the following purposes: (a) to obtain a consumer credit report about the *Client* and/or the *Guarantor*, or (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the *Client* and/or the *Guarantor*.

19. GST

- 19.1 The *Fees* and all other monies payable by the *Client* pursuant to the *Agreement* are exclusive of GST.
- 19.2 If WDG incurs a liability to pay GST in connection with a supply to the *Client* pursuant to the *Agreement*, the consideration that the *Client* must pay to WDG for the supply is increased by an amount equal to the GST liability that WDG incurs in making the supply and the amount of the GST liability is payable at the same time and in the same manner as the consideration in respect of the supply is payable.
- 19.3 WDG shall provide the *Client* with a tax invoice for any GST included in any payment made pursuant to the *Agreement*.

20. Notices

- 20.1 The parties agree that email shall be the primary method of contact and communication in relation to any matters arising under the *Agreement*.
- 20.2 A notice is deemed to have been given or serviced if the notice is:
- delivered by hand to the other party,
 - posted by ordinary prepaid mail to the other party's address (including a Post Office Box) stated in the *Proposal* or *Acceptance* on the second *Business Day* following the date of posting, or
 - sent by facsimile transmission to the parties' facsimile number stated in the *Proposal* or *Acceptance* upon receiving confirmation of delivery of the transmission, or
 - sent by email to the parties' email address stated in the *Proposal* or *Acceptance* upon receiving confirmation of delivery of the email without error.

21. General

- 21.1 Payments may only be made by cash, bank cheque or electronic funds transfer (unless WDG agrees otherwise in relation to a payment). The *Client* agrees to pay a surcharge equal to 2.5% in respect any payment made via credit card.
- 21.2 The *Client* may not; (a) set off against or deduct from any monies payable under the *Agreement* any sums owed or claimed to be owed by WDG to the *Client*, or (b) withhold payment of any *Account* because the *Account* or part of it is in dispute.
- 21.3 The *Agreement* embodies the whole agreement between the parties relating to the subject matter of the *Agreement* and supersedes any and all oral and written negotiations and communications by or on behalf of any of the parties.
- 21.4 The terms in the *Agreement* may not be varied, waived, discharged or released, except with the prior written consent of the parties.
- 21.5 No right under the *Agreement* is waived or deemed to have been waived in relation to any particular instance unless in writing and signed by the party waiving the right. A party does not waive its right under the *Agreement* by granting an extension of time or any other forbearance to another party.
- 21.6 The *Agreement* shall be governed by and construed pursuant to the laws of the State or Territory in which the *Acceptance* is received. The parties irrevocably submit to the jurisdiction of the Courts of that State or Territory in connection with any dispute relating to the *Agreement*. The parties further agree that the Court of competent jurisdiction located closest to WDG's principal place of business in the relevant State or Territory shall be the appropriate Court for the hearing of any claims in connection with this *Agreement*.
- 21.7 The parties agree that a construction of the *Agreement* that results in all provisions being enforceable is to be preferred to a construction that does not so result.
- 21.8 If, despite the application of clause 21.7, a provision of the *Agreement* is illegal or unenforceable:
- if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed; and
 - in any other case, the whole provision is severed,
- and the remainder of the *Agreement* continues in force.

22. Definitions & Interpretation

- 22.1 In these terms and conditions:
- "*Acceptance*" means the acceptance document signed by the *Client* in relation to the *Proposal* and these terms and conditions;
 - "*Account*" means both a statement of the *Fees* claimed to be due to WDG under the *Agreement* and a tax invoice as defined in the *A New Tax System (Goods and Services Tax) Act 1999* and a Payment Claim as defined by the relevant *Security of Payment Law*;
 - "*Agreement*" means the agreement between the *Client* and WDG arising from the *Client's* acceptance of WDG's offer comprised by the *Proposal*;
 - "*Authority*" means the Local Government, State or Federal Government, or any Government agency that has power to affect the *Services*;
 - "*Business Day*" means any day other than Saturdays, Sundays or public holidays;
 - "*Client*" means the party named as the *Client* or customer in the *Proposal*, or if there was no written *Proposal*, in the *Acceptance*;
 - "*Codes & Standards*" means:
 - those standards produced by Standards Australia from time to time setting out specifications, procedures and guidelines in relation to construction and engineering works and services, and
 - the a uniform set of technical provisions for the design and construction of buildings and other structures throughout Australia produced and maintained by the Australian Building Codes Board as amended from time to time;
 - "*Consult Australia Contract for Consulting Engineers*" dated 2011 produced by Consult Australia and amended from time to time;
 - "*Exclusions*" means the exclusions described in the *Proposal*;
 - "*Fees*" means the amount or rates stated as the price in the *Proposal*, or if there was no written *Proposal*, in the *Acceptance*;
 - "*GST*" has the same meaning as given to it in the *A New Tax System (Goods and Services Tax) Act 1999*.
 - "*Guarantor*" means the person or persons who have signed the *Acceptance* as *Guarantor* and includes their executors, administrators, successors and assigns;
 - "*PPSA*" means the *Personal Property Securities Act 2009* (Cth);
 - "*Profit Margin*" means a margin of 20% plus GST or such other margin specified in the *Proposal*.
 - "*Proposal*" means the proposal, if any, provided by WDG to the *Client* in respect of the *Services*;
 - "*Security of Payment Law*" means the laws in the State or Territory applying to the *Agreement* governing the rights of parties in the building and construction industry to obtain security for payment and, in New South Wales being the *Building and Construction Industry Security of Payment Act 1999*;
 - "*Services*" means the work/services described in the *Proposal* and includes *Variations* but excludes the *Exclusions*.
 - "*Variation*" means to vary the *Services* by; carrying out additional work, omitting any part of the *Services* or changing the scope of the *Services*.
 - "*WPPFD*" means Wallace Plumbing & Fire Design Pty Ltd ACN 154 894 952, it's successors and assigns;
 - "*WID*" means Wallace Infrastructure Design Pty Ltd ACN 632 518 739, it's successors and assigns;
- 22.2 In the *Agreement*, unless otherwise indicated by the context: (a) the singular includes the plural and vice versa; (b) a reference to one gender includes a reference to all other genders; (c) headings to clauses are included for the sake of convenience only and will not affect the interpretation of the clauses to which they relate; (d) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute; (e) the word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not; (f) the *Agreement* will bind each party's legal personal representatives, successors and assigns; and (g) where a party comprises two (2) or more persons the rights and obligations of such persons pursuant to the *Agreement* will ensue for the benefit of and bind each of them jointly and severally.