



CERTIFIED | EXPERIENCED | ENGINEERING

Waterline Services Terms & Conditions

April 2021

CIVIL ⚙️ STRUCTURAL ⚙️ MECHANICAL ⚙️ ELECTRICAL ⚙️ DESIGN + DRAFTING ⚙️ CONTROL SYSTEMS ⚙️ OPERATIONAL SUPPORT

waterlineprojects.com   



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1. Services

- Waterline Projects (Waterline) agrees to perform the Services for the Client in accordance with the Terms and Conditions of this document.

2. Payment Provisions

- Waterline takes its responsibility to provide value to our Clients very seriously and in return we rely on our Clients to honour the payment terms we agree on. In consideration of Waterline carrying out the Services, the Client shall pay the Service Fees to Waterline within 14 days of receipt of an invoice. The Client shall also pay any Out of Pocket Expenses within 14 days of receiving an invoice from Waterline.
- All amounts specified in this agreement are exclusive of all taxes such as GST, VAT and Withholding Tax, unless otherwise specified. The Client agrees to pay Waterline the additional full amount of any such taxes.
- All amounts specified in this agreement are exclusive of out of pocket expenses such as Travel and Incidental costs as described in the definitions below. The Client agrees to pay Waterline the additional full amount of all out of pocket expenses within 14 days of issue of invoice.
- Waterline is a professional company and is mindful to manage its cash flow. As such we rely on our valued clients paying on time. All amounts not paid to Waterline by the due date shall, without limiting any other right of Waterline, accrue a late payment fee of \$1,500 (which will be invoiced immediately) and interest at the rate of twelve per cent (12%) per annum on the overdue amount. Any interest will be calculated and invoiced after receipt of payment of the outstanding amount. Both late payment fees and interest accrued on outstanding amounts are to be paid within 14 days. We appreciate your support and understanding in this matter.
- Should the client fail to pay Waterline within the payment terms, Waterline may at its sole discretion and without limiting any other right of Waterline, suspend the Client's access to the Waterline solution until the outstanding payment has been received.

3. Intellectual Property

- This agreement gives the client no ownership over any material, methodology, relationship or approach used or provided by Waterline for the execution of work outlined within this agreement.
- This agreement gives Waterline no ownership over any of the Client's data or material produced on behalf of the Client during the performance of the Services.

4. Confidential Information

- Each party must always keep the Confidential Information secret and confidential.
- This clause shall survive the expiration or termination of this Purchase Order.

5. Warranty

- Waterline warrants that the Services will be provided in a professional manner with due care and diligence. To the extent permitted by law, all other expressed or implied warranties of any kind are excluded.
- Waterline does not warrant the suitability, performance or minimum tenure of any engineering resource presented by Waterline that the client elects to engage under this agreement.

6. Staff Retention and Non-Solicitation

- Waterline is committed to building a strong and ongoing relationship with the Client. The Client agrees that they will not enter into discussions with any Waterline employee or contractor that leads to an offer for engagement, employment contract or commercial agreement between the client and the Waterline Employee or Contractor, either directly or indirectly for the duration of any existing engagement or for a period of 6 months post our last engagement.
- Should the client engage a Waterline employee or contractor either directly or indirectly during this period the client agrees to compensate Waterline as per the following service fee. A Service Fee equivalent to 12 weeks x normal weekly hours x normal hourly rate + the recruitment cost associated with replacing the resource of \$20,000.00 AUD\$ + GST. This compensation is due within 14 days of invoice.

7. Limitation of Liability

- Waterline has a Professional Indemnity insurance to the value of \$2 million and a Public Liability insurance to the value of \$20 million. Outside of this, Waterline' liability to the Client under this agreement is limited to the value of \$5,000.00 regardless of the form of the action whether in contract, tort (including negligence) or under statute.
- In no event shall Waterline be liable to the Client or any other person for any damages, for loss of profits or revenues arising out of this agreement.

8. Term and Termination

- The Terms and Conditions of this agreement shall come into effect on the date that the Client signs this agreement or the date that the Client enters into discussions with a candidate put forward by Waterline (whichever is sooner). This agreement will remain in effect until the Services have been completed by Waterline and paid for by the Client, unless otherwise terminated in accordance with this agreement.
- The engagement period will commence from the actual date the resource commences paid activity for the client and continue for the minimum term or as agreed between the parties.
- Either party can terminate this agreement by providing the other party 90 days' notice in writing.



9. Assignment

- The Client shall not assign, novate or sublicense its rights under this agreement without the prior written consent of the Waterline.
- Waterline may assign the work outlined in this agreement to another suitably qualified, skilled and experienced resource from time to time with 1 months' notice to the client.

10. Force Majeure

- Neither party shall be liable for any failure or delay in performing any obligation under this agreement (other than an obligation to pay money) by reason of a Force Majeure Event.

11. Notices

- All notices under this agreement must be in writing and be sent by email to the representative of a party at the address specified in this agreement.

12. Jurisdiction

- This agreement is governed by and shall be construed in accordance with the laws of Queensland Australia and the parties submit to the non-exclusive jurisdiction of the courts in that place.

13. No Reliance

- The Client acknowledges that, in entering into this agreement, it has not relied on any warranty, representation or other promise of any nature not contained in this Purchase Order.

14. Survival

- Clauses 3, 4 and 7 to 19 will survive the termination or expiration of this agreement.

15. Entire Agreement and Currency

- This agreement constitutes the entire agreement between the parties to the exclusion of all other Terms and Conditions.
- All monetary amounts specified in this agreement are Australian dollars, unless specified otherwise.

16. Definitions

16.1. Confidential Information

- Confidential Information means all information relating to the business or products of either party including financial, legal, trading or marketing information, designs, drawings, know-how, intellectual property, methods, processes, procedures, systems, designs, techniques, manuals, instructions, resumes and other materials apart from that information already in the public domain or information disclosed by a party pursuant to any law or order of any court.

16.2. Client

Client means the party specified as such on the top of each page of this agreement and its successors and permitted assigns.

16.3. Force Majeure

- Force Majeure means any event that occurs beyond the reasonable control of the parties including (but not limited to) natural catastrophes, a failure of suppliers to supply access, parts or materials, government acts or omissions or a change in laws or regulations.

16.4. Insolvency Event

- Insolvency Event means a party is declared bankrupt or has an administrator, receiver or liquidator appointed.

16.5. Intellectual Property Rights

- Intellectual Property Rights means any intellectual or industrial property, including any patent, trademark or service mark, copyright, registered design, trade secret, or confidential information.

16.6. Waterline

- Waterline means the entity providing the Waterline solution and its successors, resellers, agents and permitted assigns.

16.7. Travel and Incidental Costs

- Travel and incidental costs (out of pocket expenses) means the cost of any airfares, car rental, taxi fares or other ground transportation costs, parking, telephone calls, accommodation, meals, safety clothing, induction costs or other incidental costs, incurred by Waterline in providing the Services, to be charged to the Client at cost.
- Other equipment or project costs incurred by Waterline on behalf of the project are to be charged to the client at cost plus a ten percent (10%) administrative fee. Economy class airfares apply to all travel with an elapsed time from airport to airport of less than four (4) hours, and business class applies for all travel with duration of four (4) hours and over.
- Accommodation will be in an appropriate business class hotel for the location.

16.8. Agreement

- Agreement means this document, comprising:
 - A prepared quote from Waterline
 - These Terms and Conditions



16.9. Services

- Services means that work to be performed by Waterline as specified in the Worksheets.