

TERMS AND CONDITIONS OF ENGAGEMENT

1 Appointment and scope of work

- 1.1 Upon acceptance of an adjudication by an Australian Institute of Quantity Surveyors Authorised Nominating Authority (AIQSANA) panel adjudicator, the parties to an adjudication accept these terms and conditions of this agreement.
- 1.2 The AIQSANA acts as agent for the the nominated adjudicator in invoicing and collecting fees on behalf of the adjudicator. An invoice for adjudication fees may include application fees, adjudication certificate fees, expenses and disbursements as noted in the AIQSANA Fees and File Size Schedule.
- 1.3 The AIQSANA will provide an online system to facilitate communication between the parties and the adjudicator.
- 1.4 The Parties are responsible to ensure that information included in the AIQSANA system with respect to names, addresses, telephone, fax and email addresses are correct and active.
- 1.5 The parties are responsible to ensure that all information and submissions with respect to applications and responses is uploaded to the AIQSANA adjudication system.
- 1.6 AIQSANA will not be responsible to the Parties for any error, omission, discrepancy or other defect in any information provided to AIQSANA.
- 1.7 The AIQSANA will be paid in accordance with the provisions of Clause 2.

2 Fees

- 2.1 The Parties will pay the AIQSANA the adjudication fees upon invoice. Adjudication fees are calculated at the rates and prices set out in Application Acceptance Details for each adjudication together with all expenses (which include but are not limited to travelling, telephone, facsimile, scanning, copying, printing and courier charges). The application details may be accessed by the parties by logging to the adjudication application at www.aiwqsana.com.au.
- 2.2 The claimant and respondent are jointly and severally liable to pay all the adjudication fees and expenses. [sections 34,35 BCIPA].
- 2.3 The claimant and respondent are each liable to contribute to the payment of the adjudicators fees and expenses in equal proportions or in the proportions the adjudicator decides.[sections 34,35 BCIPA].
- 2.4 If either party applies for a correction of an adjudication, or the adjudicator is required by the Court or the parties to undertake any extra work beyond the original decision, the Parties will also pay AIQSANA for extra work calculated according to the hourly rates for this application, or if no rate in the application, at the rates set out in the AIQSANA Fee and File Size Schedule, together with all of its expenses relating to the extra work.
- 2.5 If an adjudication application is withdrawn by the claimant, in writing (including by system notice), the parties will pay the AIQSANA for any time the adjudicator has spent on the application to the date of withdrawal of the application, plus a cancellation fee and any expenses incurred up to the date of the withdrawal. If the parties do not make payment by the time stipulated by the adjudicator, the adjudicator may continue to decide the matter, in accordance with the provisions of the Act.

- 2.6 Where adjudication fees are to be calculated according to hourly rates, they will be calculated by reference to the adjudicator's and AIQSANA time records. The minimum block of time for the purpose of calculating fees is 0.1 hours.

3 Terms of payment

- 3.1 An adjudication decision will not be released to the parties until payment of the adjudication fees is made to the AIQSANA, in full.
- 3.2 In any event, adjudication fees must be paid within 5 business days of the date of notice that the adjudication is published.
- 3.3 The Parties will pay interest on any fees and expenses remaining unpaid after the due date at the RBA 90 day Bank bill rate (at the date of invoicing interest), plus 10% per annum, from the due date until the date of payment.
- 3.4 The Parties will pay all expenses incurred by the AIQSANA in collecting overdue accounts including legal and collection agency fees.
- 3.5 No term of this agreement shall override the provisions of the Qld Building and Construction Industry payments Act 2004.

4 Limitation of liability [Section 107 - BCIPA]

- (1) An adjudicator is not personally liable for anything done or omitted to be done in good faith—
- (a) in performing the adjudicator's functions under this Act;
 - or
 - (b) in the reasonable belief that the thing was done or omitted to be done in the performance of the adjudicator's functions under this Act.
- (2) No action lies against an authorised nominating authority or any other person for anything done or omitted to be done by the authorised nominating authority in good faith—
- (a) in performing the nominating authority's functions under this Act; or
 - (b) in the reasonable belief that the thing was done or omitted to be done in the performance of the nominating authority's functions under this Act.

4.1

5 Applicable law and jurisdiction

- 5.1 The law governing this Agreement will be the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland.

6 Tax

- 6.1 Fees quoted herein exclude Government taxes introduced or levied after the date of this agreement. New government taxes and charges shall be added to invoiced amounts.
- 6.2 Fees quoted herein exclude goods and services tax (GST), which is added separately.