1. Application of Terms of Business

1.1 These Terms of Business set out the key trading terms for the supply of Services for the Project, as specified in the Fee Proposal prepared and provided by Veris which outlines any amount or hourly rates. Veris agrees to perform the Project as agreed to in the Client from time to time, by Veris Australia Pty Ltd (ACN 915 735 727 / ABN 63 615 735 727) (Veris).

1.2 If the Client agrees to this Proposal, the Client, as identified in the Project Acceptance Agreement, shall do so by completing and returning to Veris a signed Project Acceptance Agreement, and such acceptance will be deemed to include acceptance of these Terms and Conditions unless varied in writing by mutual agreement.

1.3 Veris reserves the right not to provide the Services until the Project Acceptance Agreement is signed and returned and any payment that the Client agrees to provide in accordance with the Fee Proposal or this Agreement is paid in full and as when it falls due.

1.4 If the Client provides Veris with a form of Consultancy Agreement, Veris agrees to perform the Project in accordance with any terms and conditions until such time as a mutually agreed and executed by Veris and the Client.

1.5 Once accepted by the Client these Terms & Conditions may only be varied or cancelled with the written consent of Veris and will remain in force unless mutually agreed in writing by both parties.

1.6 Veris reserves the right in exceptional circumstances to reduce the scope of work. Veris will notify the Client of this and will refund to the Client any deposit or other moneys paid in connection with any cancellation of the Project.

2. Providing the Services

2.1 Upon acceptance of the Fee Proposal and these Terms and Conditions, the Client engages Veris, and Veris agrees, to provide the Services to the Client as specified in the Fee Proposal and the Agreement in consideration of the Payment of the Fees and Reimbursable Expenses, as described in clause 5.2, by the Client to Veris.

2.2 Veris is entitled to sub-contract to a third party to perform a Credit Application Form and to request payment in advance if deemed appropriate.

2.3 Veris will exercise reasonable care, skill, and diligence in providing the Services.

2.4 Any agreed programme in the Fee Proposal for the provision of the Services is dependent upon Veris receiving all information required as outlined in clause 3.1 to complete the Services including any instructions or other information, as contained in the Agreement.

2.5 Veris will rely on and treat the documentation and directions provided by the Client, or any other party acting on behalf of the Client, and Veris will not be liable for any loss or omission in the Services where it has relied on such documentation and directions.

2.6 Some products provided by Veris in connection with the Services may be subject to acceptance or disclaimer statements and is the Client’s responsibility to review and comply with such statements.

2.7 The Client agrees to grant to Veris unobstructed free access to any relevant site in connection with the Project where access is necessary to perform their obligations under the Agreement.

2.8 If Veris considers it appropriate to do so, Veris may, with the Client’s prior approval, which shall not be unreasonably withheld, engage another consultant to assist Veris in specialist areas.

3. Fee and Payment for Services

3.1 The Client acknowledges that Terms will only be able to provide the Services in a prompt manner provided that all briefing, information and instructions are provided as required within the scope of the Services are provided to Veris within a reasonable time of any request for same being made by Veris. The Client indemnifies Veris from any claim, loss, damage, expense or liability arising out of any failure of Veris to provide the Services as a result of a Client's failure to provide any such requested information within a reasonable time or where any information is inaccurate.

3.2 If any or all of the Services are cancelled or varies in any way, or the scope or timing of the Services they will be as practicable give notice to each other of the matter and as far as practicable, details of the change including any variation to the agreed Fee which may be applicable.

4. Insurance

Veris and the Client must each have insurance for any claim, loss, damage, expense or liability to cover the risks each bears under this Agreement. Veris or the Client shall not be liable for any such claim, loss, damage, expense or liability sustained or suffered by Veris, or recovered or made against Veris arising out of the actions, inactions or default under these Terms and Conditions by the Client, or any party representing the Client.

5. Confidential Information

5.1 Subject to clause 7.2, the neither party will disclose or allow to be disclosed to any person, any information regarding either or both the Project or the terms of the Project.

5.2 A party may disclose the other party’s information to those of its employees, contractors or agents that need to know such information for the purpose of which it was supplied, provided that to: (a) inform such employees, contractors or agents of the confidential nature of the information before disclosure; and (b) at all times, it is responsible for such employees, contractors and agents to maintain the confidentiality obligations set out in this clause 7.

5.3 Subject to clause 7.4, Veris and the Client must only use information of each other for the purpose for which it was disclosed.

5.4 A party may disclose information to the extent such information is required to be disclosed by law.

5.5 Veris shall be entitled to retain a copy of all documents related to the Services and the Project for its records, subject to its continuing obligations under this clause.

6. Copyright and Use of Documents

6.1 Copyright and the intellectual property in all drawings, records, processes, products and other documents produced by Veris shall remain the property of Veris.

6.2 Subject to clause 8.3, provided the Client pays Veris in full for the Fee and any Reimbursable Expenses, the Client shall have an irrevocable, royalty free license to use the documents referred to in clause 6.1 for the purpose of, and until completion of, the Project, but the Client shall not substitute additional fee payments to Veris to Veris commencing the amended Services.

6.3 If the Client wishes to make any obligation to make payment to Veris, Veris may revoke the licence referred to in Clause 6.2, and the Client then shall within 7 days (or such longer period as Veris may allow) of all documents referred to in Clause 6.1, and all copies thereof.

7. Independent Contractor

The Client acknowledges and agrees that Veris renders the Services to the Client as an independent contractor and nothing in the Agreement creates any contract or relationship of employment, partnership, joint venture, association, or trust between the parties. Neither Veris nor its employees or agents may be regarded as an employee, agent, or partner of the Client.

8. Duration of Agreement

8.1 The Client may by notice in writing to Veris terminate the Agreement at any time, other than:

(a) Veris is in breach of this Agreement and the breach has not been remedied within 14 days (or longer period as the Client may allow) of the notice requiring the breach to be remedied, or

(b) the Client gives written notice of at least 14 days.

8.2 Veris may by notice in writing to the Client suspend the provision of the Services or terminate the Agreement at any time, other than:

(a) the Client is in breach of any other obligations under the Agreement and the breach has not been remedied within 14 days (or longer period as Veris may allow) of the notice requiring the breach to be remedied, or

(b) Veris gives written notice of at least 14 days.

8.3 To the extent permitted by law, Veris may by notice in writing to the Client suspend the provision of the Services or terminate the Agreement if the Client is in breach of the Agreement (company) becomes insolvent or appears to be unable to pay its debts.

8.4 If the Agreement is terminated for any reason other than a breach of the Agreement by Veris then the Client shall pay Veris for the services performed prior to the date of termination and all other costs and expenses incurred by Veris as a result or in consequence of the termination.

9. Assignment

The Client is not permitted to assign any part of the Agreement or any payment, right, benefit or interest under the Agreement without the prior written consent of Veris (such approval not to be unreasonably withheld or delayed).

10. Dispute Resolution

10.1 If a dispute arises, the parties must, prior to the initiation of any legal proceedings, use their best efforts in good faith to reach a resolution of the dispute as far as possible and in the interests of the parties.

10.2 If a dispute arises, the dispute must be referred to a senior representative of each party by written notice giving full particulars of the nature and extent of the dispute.

10.3 If the dispute is not resolved within 10 days of a referral in accordance with clause 12.2, either party may commence legal proceedings.

10.4 Unless otherwise agreed in writing by the parties, neither party may commence legal proceedings unless the parties have undertaken that the processes set out in clauses 12.1 and 12.2 and those processes have failed to resolve the dispute or one of the parties has experienced a breach of confidence or the other party has not participated, provided that nothing in this clause will prevent either party from:

(a) applying to a court of competent jurisdiction to seek urgent relief; or

(b) initiating any legal process immediately prior to the end of any statutory limitation period specified by any relevant law.

10.5 Despite the existence of a dispute, the parties must continue to perform their respective obligations under this Agreement.

11. Legal Compliance

Veris would confirm its compliance in relation to:

(a) The Modern Slavery Act 2018; and

(b) Compliance with the Modern Slavery Act 2018, and anti-corruption, and by accepting these Terms and Conditions the Client warrants that it is also compliant.

12. General Matters

12.1 Unless the context otherwise requires: "Agreement" means the agreement between the Client and Veris in connection with the Services, which includes the Fee Proposal, these Terms and Conditions, the Project Acceptance Agreement, and any other documents referred to within these Terms and Conditions.

12.2 A party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance to obligations under, the Agreement.

12.3 The Agreement shall be governed by the laws of the State in which the Services are provided, and each party submits to the non-exclusive jurisdiction of the courts of that State.

12.4 This Agreement may only be varied, supplemented or replaced by an agreement in writing duly executed by the parties and on similar terms and conditions contained in this Agreement or on acceptable terms and conditions to Veris.