

Terms & Conditions of Service

Smithson Environmental

3 Success Road, Bassendean

www.smithsonenvironmental.com.au

ann@smithsonenvironmental.com.au 0434 615655

ABN: 44954618767

Smithson Environmental (S.E.):

Will conduct the consulting or analytical tasks that you contract us to perform efficiently and in a professional manner with all due diligence. S.E. will endeavour to meet Standards and Guidelines given by appropriate authorities for the tasks concerned, along with internal Quality Assurance standards. Staff that conduct consulting or analytical tasks have appropriate professional qualifications and training.

The conclusions of reports are the opinion of Smithson Environmental. We will act with due diligence, but cannot guarantee the results, conclusions or outcomes of the consulting or analytical tasks.

We will act with courtesy and professionalism at all times, and will follow the ethical codes of conduct given by our professional body (Environmental Institute of Australia and New Zealand; www.eianz.org/membership-information/code-of-ethics-and-professional-conduct).

We will provide turn-around times to clients in all good faith and will endeavour to meet these. Schedules cannot be guaranteed, as these may vary due to circumstances beyond our control. Please inform us if tasks are time-critical at the earliest possible opportunity. Smithson Environmental will not circulate reports or results to anyone other than you without your prior agreement, or without notification. S.E. will issue copies of reports to regulatory authorities on your behalf only if you request us to do, or if we are required so to do by law. If we are required to provide information by law, we will inform you of this.

Staff of Smithson Environmental will act safely, and will use appropriate Personal Protective Equipment and safety devices. You will endeavour to identify, minimise, and communicate all site hazards to S.E. If site inductions or specific site Personal Protective Equipment are required, you will undertake to inform us prior, and to provide these at the appropriate time. S.E. will be provided with reasonable access to site to permit the contracted tasks. Additional costs may accrue if difficulties are experienced in accessing sites.

Invoices are issued on a monthly basis for ongoing tasks, or on stage completion. You agree to pay each invoice within 10 days of issue. You agree that invoices that remain unpaid for more than 10 days will attract an additional administration charge of \$20 per repeat invoice and an interest charge of 10% per annum. Should the tasks required exceed those originally agreed, then agreed additional costs will be invoiced.

Reports by Smithson Environmental may be circulated internally or to regulatory authorities, but must be circulated in full, and not in part. S.E. retains Copyright for reports and data. You will not provide any part of a report to external (non-client or non-regulatory) parties without our agreement.

Liability with respect to services is limited to a refund of the invoice. Should you be dissatisfied with a report you must give us notice specifying the matters about which you are dissatisfied within 28 days, and to agree to meet with us to resolve matters. If matters remain unresolved, these will be subject to mediation, by a mediator appointed jointly, with costs apportioned jointly. In the event that the matter has not been resolved within 28 days after the appointment of a mediator, disputes may be submitted to litigation.

I / we have read and understood the above terms and conditions, and agree to commission Smithson Environmental to carry out the tasks indicated on the enclosed quotation.

Name: Signed Dated: