



## Conditions of Engagement

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1. Insitu Geotech Services Pty Ltd (IGS) is a testing contractor working under instructions from our client. IGS is not a consultant company and does not provide interpretation of test results or advice or recommendations. Neither does IGS accept or agree to any form of liability for any interpretation of test results or advice or recommendations made by our clients or by others using our test data.
2. IGS owns and operates a number of operating platforms (the rigs) and is prepared to push and test or sample with our own equipment, or to push and test or sample with our clients' provided equipment. When we push and test using our clients' provided equipment this is done entirely at the direction of our client and all risk associated with loss or damage of provided equipment is the client's.
3. All site access, selection of test or sample positions and specifics of testing or sampling adopted is to our client's specification and requirements. IGS is equipped to test or sample using a variety of techniques and to a variety of test loads. Testing and sampling techniques and/or test loads chosen by the client directly dictate productivity rates.
4. Test or sample locations are chosen by the client, not by IGS. It is always necessary to check for services before testing or sampling on a site. This services checking is our client's responsibility. IGS takes no responsibility for damage to in-ground services unless that damage is occasioned entirely by our own negligence.
5. IGS personnel may be required to undertake site-specific safety or environmental inductions (or similar). On such occasions, and for the full period of time spent in these inductions, or waiting for them, or otherwise delayed by them, or as a consequence of them, or of any other project-specific requirements of the client, IGS will charge for that time at the daily rate for rig and crew listed in the applicable proposal/quotation/agreement/understanding. Note that the cost of any inductions or medicals or equipment modifications dictated by client will be on-charged at cost+15%.
6. IGS is a Queensland registered company and by law holds workers compensation insurance under WorkCover Queensland and Public Liability insurance to a value of \$20,000,000. This cover is Australia-wide. Should any additional or different insurances be required by Client or by others in regard to this work, then the cost of these additional or different insurances shall be charged at cost + 10% handling fee.
7. All pricing will be plus 10% GST. Unless otherwise agreed, IGS will invoice at the immediate completion of the field testing or sampling work and/or at fortnightly intervals. Unless otherwise agreed, Client agrees to pay IGS's invoices within 14 days of their issue date, plus 1% increase per each 14 days delay in payment after that date.
8. Should client request IGS to operate under alternative conditions of engagement and should IGS agree to negotiate on this matter, the time spent in perusal, liaison, negotiation, etc will be charged to the client as an addition to the establishment charge for the work.
9. Our rates quoted are based on the assumption that we will, when working away from our home base, be permitted to work weekends. Should this not be permitted, client agrees that IGS may charge (at cost + 15%) for our employees travelling expenses so they may return to their homes over those un-worked weekends. Client also accepts any time losses associates with this scenario.