



## Lab 247 Terms and Condition of Engagement

1. For the purposes of this document, Lab 247 means Lab 247 Pty Ltd. .
2. If any part of these Terms and Conditions is declared unenforceable or invalid, the remainder of the Terms and Conditions will continue to be valid and enforceable.
3. These Terms and Conditions of Engagement supersede and replace all prior terms / conditions / representations / negotiations, and will endure solely in effect unless a superseding contract or updated terms have been agreed in writing by Lab 247.
4. If a superseding contract or updated terms have been agreed in writing by Lab 247, all parts of these Terms and Conditions not expressly superseded by the superseding contract or updated terms will continue to be valid and enforceable.
5. No claim or liability will arise against Lab 247 under any circumstances to the extent that Lab 247's failure or omission arises by reason of Force Majeure.
6. Any instruction for Lab 247 to conduct work, and any allowance for Lab 247 to continue work, made by or on behalf of a particular Client means that the Client has agreed to be bound by these Terms and Conditions of Engagement, whether they have expressly agreed to them or not.
7. Any fee estimate / quotation is valid for 30 DAYS from the date of the submission of the offer.
8. The timing of the delivery of the proposed Services assumes that all noted inputs required to Lab 247 are provided in a timely manner and according to the Lab 247 program requirements or as conveyed to the Client by the Lab 247 representative.
9. The Fee Estimate or Schedule of Fees allows for the issue of an electronic copy of reports (unless otherwise specified by the client). Hard copy reports may incur additional administration charges.
10. Our commissions are commonly limited in scope, consequently Lab 247 cannot guarantee that we will be able to identify any / all contamination / hazards / issues of concern, if present, on a site.
11. Lab 247 cannot guarantee that we will be able to make conclusive statements in relation to an analytical condition, as the ability to make such statements depends on the outcome of the analysis(es) undertaken.
12. Where a service is offered with a turnaround time in days, this is to be taken as meaning business days', being Monday - Friday and excluding weekends and public holidays in NSW.
13. Quoted analysis prices are for standard 5 day turnaround time (TAT) following receipt by the laboratory, unless specified otherwise. A shorter TAT (eg. next day TAT) may be achieved with the payment of a surcharge.
14. Any sample(s) received after 4pm on any day will be marked as being received the following business day and the TAT will commence (as day 0) from the following business day.
15. All work is conducted in a conscientious and professional manner. The nature of the task and the likely disproportion between any damage or loss which might arise from the analyses or reports prepared, and the cost of our services, is such that Lab 247 cannot offer any guarantee whatsoever.
16. The Client and / or their representative may from time to time, specifically request by verbal and / or written instruction that an aspect of the program / scope deviate from the originally agreed program / scope. In such cases the scope, cost, limitations and / or deliverables of the services will change to correspond to the actual services requested and performed.

17. Should additional services beyond the offer allowed for in the fee estimate be required by the Client, additional fees would be charged at the rates listed in the Lab 247 Fee Schedules. In the event that the services aren't listed within the Lab 247 Fee Schedules or Offer of Services, Lab 247 reserves the right to charge these services at rates that we deem to be fair market rates, including any mark-up for services subcontracted.
18. Fee estimates / quotations are based on the delivery of Services as per the Lab 247's program. Delays, suspension of works and extensions to the program due to external forces have not been allowed for in the Offer of Services and may incur additional costs. Lab 247 reserves the right to claim additional fees as a result of any of these events.
19. A surcharge of \$1000 + GST applies when a Client requests Lab 247 to open the Laboratory for urgent testing and analysis after hours (being 6pm – 6am weekdays and anytime on weekends or Public Holidays).
20. The client agrees that the fees and charges detailed within Lab 247's Fee Schedule(s), including surcharges proposed for out of hours work, are fair and reasonable, and generally in line with industry expectations.
21. Should an extension in services or additional services be required due to significant adverse weather conditions, interference with instrumentation, equipment failure due to excessive loadings or vandalism or any situation beyond Lab 247's control, additional fees may apply in accordance with the Schedule of Fees.
22. All Fee Schedules and Fee Estimates assume that site access (where relevant) is arranged for Lab 247 and there is no significant waiting time for keys or access. If significant extra time in gaining site access is involved, this may be charged in accordance with the Schedule of Fees.
23. Fee estimates do not allow for additional time / costs related to site access / project completion such as inductions, site specific training, escort fees or other similar items. These additional costs may be charged in accordance with the Schedule of Fees.
24. A fee equivalent to the costs associated with time incurred on the job as well as any subcontractor time or any other incurred costs (based on the rates and charges contained in the Schedule of Fees) will apply if the Services are confirmed then delayed or cancelled after Lab 247 have already started preparation for the Services, have allocated time, or have purchased equipment or supplies for the Services.
25. Payment terms are strictly upfront payment for all Non Account Customers. Reports will not be released until payment has been received in full.
26. Payment terms are strictly 30 days from invoice date (unless other terms are approved in writing by management). Where outstanding fees remain unpaid beyond the 30 day period Lab 247 reserves the right to suspend all Services pending resolution of payment. Lab 247 also reserves the right to withdraw Lab 247's intellectual property including reports, where fees remain outstanding beyond the 30 day period.
27. If payment in full is not made within 30 days of invoice then any amount outstanding will be subject to interest at the rate of 5% per annum calculated daily from the day after the date of the invoice until the date of payment in full.
28. In the event that fees remain outstanding, Lab 247 withdraws our intellectual property (reports and the like), we reserve the right to contact any party that we believe may be in receipt of our intellectual property and request for it to be returned. In this event the Client permits Lab 247 to make direct contact with any parties which Lab 247 believes may be in possession of our intellectual property in order to request for its continued use to cease and for it to be returned.
29. All Services performed and reports produced by Lab 247 are prepared for a particular Client's objective and are based on a specific scope, conditions and limitations, as agreed upon between Lab 247 and the Client. Information and / or report(s) prepared by Lab 247 therefore may not be suitable for any other particular use or objective.
30. No explicit or implicit guarantee or warranty relating to any of Lab 247's services or products is provided.

31. Lab 247's liability to the client or any other party resulting from the performance or non-performance of the service or from negligence, whether under contract law, tort law or otherwise, is limited to a maximum of up to five (5) times the fee excluding expenses.
32. In the event of an issue of concern being identified subsequent and related to services provided by Lab 247, Lab 247 is to be provided with a written first right of repair in respect of the identified issue(s) of concern.
33. Lab 247's limitation of liability (being five times the fee excluding expenses) may in certain circumstances be increased by negotiation and agreement in writing with Lab 247. An increase in Lab 247's limitation of liability would normally be associated with an increase in the fee payable to Lab 247 for the services conducted. Any party wishing to pursue this option is encouraged to contact Lab 247 in writing for further information. If no agreement has been formed in terms of an increase to Lab 247's limit of liability, then the standard limit of liability (being five times the fee excluding expenses) is taken to have been agreed to.
34. Any parties that use and / or rely on reports / advice prepared by Lab 247 and that wish to seek further cover or indemnity in excess of Lab 247's limitation of liability (being five times the fee excluding expenses), are advised to seek their own insurance cover to protect themselves to the extent that they wish to be protected.
35. Any parties that use and / or rely on reports / advice provided by Lab 247 agree to firstly check the validity of the reports / advice as provided and to confirm, on behalf of themselves and / or the entity for which they are acting, that the reports / advice are accurate and / or reasonable. If any discrepancies or inaccuracies are identified, no further work should be conducted, access should be restricted to any identified area(s) of concern, and Lab 247 is to be contacted for further advice and first right of repair.
36. If any issue(s) of concern are identified subsequent to services provided by Lab 247, the Client agrees to stop work immediately, restrict access to the impacted area and contact Lab 247 for further advice and first right of repair.
37. Any parties that use and / or rely on reports / advice provided by Lab 247 agree in the event that Lab 247 is not directly provided with a written first right of repair, in doing so agrees to entirely waive all rights to pursue Lab 247 or hold Lab 247 accountable for any costs / damages associated with the identified issue(s) of concern.
38. No action arising out of the supply of services, regardless of form, may be brought more than three (3) months after the entity becomes aware, or reasonably ought to have become aware, of the circumstances giving rise to the action.
39. No parties other than the Client are permitted to use or rely upon any information and / or report(s) provided by Lab 247.
40. It is the responsibility of any / all third parties to investigate fully to their satisfaction if any information and / or report(s) prepared by Lab 247 are suitable for their specific objective, particularly considering that they are expressly not permitted to use / rely on such information / reports.
41. Before passing on to a third party any information and / or report(s) prepared by Lab 247, the Client is to fully inform the third party of the objective and scope, and all limitations and conditions, including any other relevant information which applies to the information and / or report(s). The information and / or report(s) prepared by Lab 247 should not be reproduced and / or presented / reviewed except in full.
42. All copyright and moral rights in relation to reports or documentation prepared by Lab 247 will remain in its absolute ownership.
43. The fee estimate has no allowance for liaison with third parties on issues arising from or associated with the Lab 247 services except as defined in the Offer of Services. It is sometimes the case that different people have different interpretations of how detailed an investigation / analysis should be. Not all assessors of reports have the same experience or skill in making assessments, and further, Lab 247 have found that even two experienced, qualified assessors can view the same circumstance very differently. Lab 247 therefore cannot guarantee that Lab 247 report(s) prepared on the basis of the agreed scope will satisfy independent acceptance from any third parties.

44. Lab 247 staff are instructed not to enter and / or inspect any area which in the opinion of the staff member is unsafe. If there are high areas, roofs, ceilings and / or awnings and access is required to perform the services, safe access will need to be provided by the Client. Should Lab 247 be required to provide the access via scissor lifts or similar, this will be charged to the Client. Lab 247 will not access electrical components unless a licensed electrician is present to make the component and area safe.
45. Ground penetration work will be conducted in a conscientious and professional manner, with due diligence and appropriate care. Lab 247 accepts no liability for damages to any underground services, or subsequent losses.
46. Lab 247 will not enter into any arrangement which, in Lab 247's opinion, involves coercion or undue pressure to bias Lab 247's independent professional findings / opinion. Lab 247 reserves the right in such circumstances to terminate the Services and to recover the costs of the Services up to that point.
47. Lab 247 has not allowed for any monies to be held in retention or any bank guarantees or performance guarantees as security.
48. Lab 247 reserves the right to engage subcontractors and specialised laboratories to perform the tasks outlined in the offer of services without disclosing details of the subcontractors or their contribution to the delivery of the service. We cannot guarantee the confidentiality of information forwarded to any subcontractors. Your acceptance of this proposal is taken as approval to use such organisations / specialist laboratories where Lab 247 deems necessary.
49. If Lab 247 is required to complete works in accordance with any contract or professional services agreement other than our proposal, review of the contract or professional services agreement and any associated liaison will incur additional charges based in accordance with the Schedule of Fees. Lab 247 reserves the right to vary the prices quoted based on the terms and conditions of any such contract or professional services agreement.
50. By using or relying upon report(s) and / or advice prepared by Lab 247, all entities agree to be bound by Lab 247's Terms and Conditions of Engagement (as edited and updated from time to time, available from the downloads section of the website [www.lab247.au](http://www.lab247.au)), else the report(s) and / or advice should not be used or relied upon.

**PAYMENT TERMS: STRICTLY 30 DAYS FROM INVOICE DATE  
UNLESS OTHERWISE AGREED**