

CONDITIONS OF ENGAGEMENT REVISION E 09 AUGUST 2006

1. PROPOSALS

Unless specifically advised otherwise all fee proposals by the Electrical Design Group (EDG) are offered with the Conditions of Engagement included herein.

The advice and or documentation the fee proposal is based upon is detailed in a specific fee proposal letter generated by EDG for every project. The exact scope and extent of work covered by the fee proposal is detailed in the project-specific fee proposal letter.

1.1 EDG's Obligation

EDG will perform in an efficient, professional and cost effective manner in accordance with relevant professional principles and standards.

EDG will undertake discussions with the relevant client representatives to confirm their requirements in order to establish a brief. EDG's aim is to ensure that the final brief identifies the client's requirements and presents the most appropriate solution within the limitations of the current budget.

At all times EDG will strictly remain within the scope of the authority granted by the client and will not act beyond its authority or hold out that it has authority beyond this agreement.

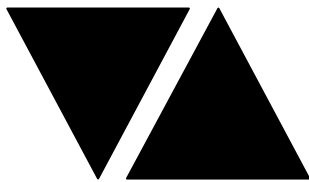
EDG will keep proper commercial records and accounts for any claims it makes on the client for reimbursement and remuneration of fees based on time-charged billing under this agreement, and permit the client to inspect such records and accounts in the event of any disputed claim which needs to be substantiated.

The author of EDG's fee proposal is nominated by EDG as the principle contact within EDG (project engineer) for all correspondence regarding this agreement / project and has the appropriate authority to receive notices, take instruction and bind EDG under this agreement. Where EDG is required to change the project engineer, EDG will advise the client of such giving as much notice as practical.

EDG will comply with instructions given by the client in connection with the services provided by EDG under this agreement, to the extent that EDG is bound by this agreement.

1.2 Client Obligations

The client will at its own cost and in such a manner and timing as to not hinder or inhibit EDG's ability to complete its obligation under this agreement undertake to provide the following:



- Make available to EDG all relevant instructions, information, documents, plans, specifications, drawing and other information in relation to the project and answer EDG's enquiries;
- Nominate a person or persons authorised to give instructions to EDG on behalf of the client;
- Provide EDG with a brief and all such information regarding the client's requirements, on the understanding that EDG is an engineering design firm and claims no specialist knowledge of the client's operations;
- Provide EDG with free unrestricted access to the site of the works as required by EDG;
- Review, approve or endorse briefing, design, documentation and operational information where submitted to the client by EDG for the client's approval. Such approval or endorsement does not alleviate EDG from the technical and authority requirements of the approved or endorsed documents or information. The approval or endorsement by the client is to be the client's final consideration of the extent / scope and / or layout of the information submitted by EDG for the client's approval;
- The client is to immediately notify EDG in writing if the client believes EDG has misunderstood the client's instruction; and
- If the client changes their representative to EDG, they are required to advise EDG in writing of such.

1.3 Liability

EDG's liability is limited to EDG's cost of rectifying the services provided by EDG as covered by this agreement up to the total of the commission, or to the sum of \$300,000.00 + GST, whichever is the lesser.

This agreement does not include EDG accepting liability for costs that may be incurred by the client or any other third party associated with the rectification of errors or omissions on the part of EDG.

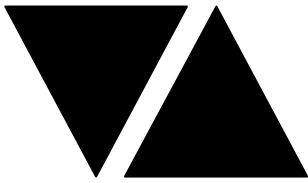
After the expiration of one year from the date of issue of the final invoice by EDG for the amount indicated in the fee proposal letter, EDG is discharged from all liability in respect of the services whether under the law of contract, tort or otherwise.

EDG indemnifies the client against any and all liability, loss, damage, costs, compensation or expense whatsoever incurred by the client, arising out of any action, claim or proceeding brought by a third party in respect of :

- Any proven negligence by EDG in the carrying out of the Services; or
- Any proven infringement by EDG of any third party's intellectual property in the carrying out of the Services.

1.4 Disputes

If the client and EDG are in dispute then either party can by notice in writing served on the other, require such a dispute to be resolved by the determination of an independent third party acceptable to both parties. If the parties cannot agree on any independent third party



within seven (7) days of the date of service of the notice then either party may request the Institute of Arbitrators and Mediators Australia to nominate the third party.

If the dispute is not settled within 30 days, the dispute is to be referred to the arbitration of a person to be agreed between the client and EDG. If the parties fail to agree, within one month of one party giving the other notice in writing of an intention to seek arbitration, then either party may request the Institute of Arbitrators and Mediators Australia to appoint an arbitrator and the arbitrator is to be so appointed. The arbitration is to be in accordance with the Institution of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations.

1.5 Termination

The client may terminate their obligations under this agreement:

- In the event of substantial breach by EDG of EDG's obligations hereunder, which breach has not been remedied within 30 days of written notice from the client requiring the breach to be remedied; or
- Upon giving EDG 60 days written notice of the client's intention to terminate their obligations. In such circumstances, EDG are entitled to, as EDG's total compensation arising out of or in connection with such termination, payment for all work completed to the date of such termination.

EDG may suspend or terminate their obligations under this agreement:

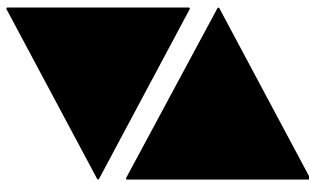
- in the event of:
 - (i) monies payable to EDG hereunder being outstanding for more than 30 days;
 - (ii) other substantial breach by the client of his obligations hereunder, which has not been remedied within 30 days of written notice from EDG requiring the breach to be remedied; or
- Upon giving the client 60 days written notice of EDG's intention to terminate their obligations.

In such circumstances, EDG are entitled to, as EDG's total compensation arising out of or in connection with such termination, payment for all work completed to the date of such termination.

Neither party may assign, transfer or sublet any obligation under this agreement without the written consent of the other. Unless stated in writing to the contrary, assignment, transfer or subletting does not release the client or EDG from any obligation under this agreement.

1.6 EDG's Warranty

EDG warrants it will perform the service, including undertaking and providing all design and documentation so that the following points are achieved:



- The installation is suitable in all respects for the purposes for which it has been designed and is of such quality that the installation will achieve the results for which it has been designed to achieve;
- The installation, design and documentation does not infringe any patent, registered design, copyright or other protected right;
- The installation is fit for the intended purpose and complies with all briefing instructions provided by the client or on the client's behalf as advised to EDG in writing prior to the issuing of tender documentation;
- The installation complies with all authority requirements;
- EDG will maintain during the period it carries out the services a professional indemnity insurance policy with a cover extending to a minimum of \$1 million per event;
- EDG acknowledges that the client has executed this agreement, and appointed EDG, in reliance upon the representations and warranties made by EDG;
- EDG is not aware of any conflicts of interest at the time the fee proposal is submitted;
- Neither EDG, nor the directors of EDG, have any financial relationship with any manufacturer, supplier or contractor of any item specified or firm recommended by EDG;
- EDG will immediately advise the client in writing of any conflict of interest upon EDG becoming aware of such.

1.7 Miscellaneous

The terms or provisions of this agreement can not be amended or varied unless such amendment or variation is in writing and signed by the client and EDG.

This agreement does not create a relationship of partnership or principal and agent between the client and EDG. The client or EDG are not to pledge or purport to pledge the credit of the other party or make or purport to make any representations, warranties or undertakings for the other party.

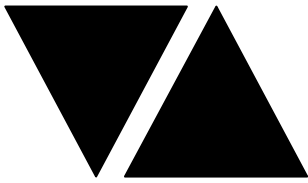
The client and EDG must exercise all such powers as are available to them, do all such acts, matters and things and sign, execute and deliver all such documents and instruments as may be necessary or reasonably required to give full force and effect to the provisions of this agreement.

This agreement is governed by and construed in accordance with the laws for the time being in force in the place where the Project is situated and the parties hereto irrevocably submit to the jurisdiction of the Courts of that State including any Courts having appellate jurisdiction therefrom.

2. SCOPE

The following items where referenced in the fee proposal letter, detail the scope of services being offered as part of the fee proposal: Where items in the following list have not been referenced in the fee proposal letter, the item is not offered as part of the fee proposal:

- Master planning;
- Cost benefit analysis;



- Design and construct brief;
- Design brief;
- Budget;
- Concept design;
- Investigation;
- Report;
- Schematic design;
- Detailed design;
- Building approval documentation;
- Building approval certification;
- Tender documentation;
- Technical specification;
- Construction documentation;
- Services during construction;
- Certification;
- Site visits; and
- Design meetings.

Unless noted otherwise in the fee proposal letter, following are details of the works included as part of each scope to be provided by EDG where allowed for in the fee proposal.

2.1 Master planning

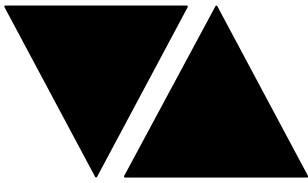
Where included, EDG will produce a master plan of the electrical services addressing the items included in the extent of work. The master plan will be prepared as a report and include as necessary details and information to provide a structured expansion and development. The master plan will address the following:

- Known stages of the project and current program;
- Authority requirements;
- A cost effective expansion / development process;
- Capital outlay for each stage where appropriate;
- Operating costs for each stage where appropriate;
- Critical issues; and
- Limitations presented by each stage.

2.2 Cost benefit analysis

Where included, EDG will produce a cost benefit analysis of the specific item identified in the fee proposal. The cost benefit analysis will be prepared as a report and include as necessary details and information to allow the client to make an informed decision. The cost benefit analysis will address the following:

- The current program;
- Authority requirements;
- A cost effective expansion / development process;
- Capital outlay where appropriate;



- Operating costs where appropriate;
- Critical issues; and
- Limitations and advantages presented by each option.

2.3 Design and construct brief

Where included, EDG will produce a design and construct (D & C) brief to allow a D & C tender to be called for the electrical services. The D & C brief is a technical brief and does not include preliminaries or conditions of contract. The D & C brief will include the following:

- Extent and scope of works to be included in the electrical services sub contract;
- The required level of finish and quality required;
- Process for obtaining client approvals;
- A requirement for installation documents for approval prior to commencing installation;
- A requirement for as build documents and operation and maintenance manuals;
- Assigning the design responsibility to the D & C contractor irrespective of the information offered by EDG; and
- Where applicable, room data sheets.

It is understood that all D & C documents produced by EDG are reviewed and endorsed by the client and that the documents accurately reflect the client's requirements prior to the issuing of such documents for tender.

EDG will include as part of the D & C documents the requirement for the contractor to certify the installation, in that it complies with the tender documents and all authority requirements.

Unless specifically identified in the fee proposal, EDG will include all of the electrical services covered by EDG's extent of work as a single tender package.

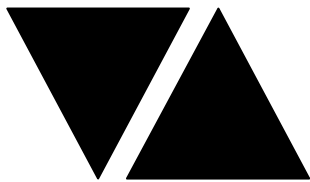
2.4 Design brief

Where included, EDG will produce a design brief in the form of a return brief. The instruction to proceed past the design brief stage will constitute endorsement by the client that the design brief accurately reflects the client's requirements. The design brief will be used as the basis for developing the remainder of the design and documentation.

Changes to the design and documentation due to client requirements that have not been identified or are different to those in the endorsed design brief will constitute a fee variation.

The design brief will include the following:

- Identification of the architectural documents the brief is based upon;
- Identification of the building classifications, fire compartment sizes and height;
- The required level of finish and quality required;
- The extent of electrical services and systems required to be included as part of the electrical services;



- Identification of related services not included as part of the electrical services;
- Identification of works associated with the successful installation and operation of the electrical services that are not included within the electrical services contract documents;
- Details of compliance with the relevant Australian Standards, regulatory codes and the requirements of authorities having jurisdiction over the site; and
- Detail description of each system included within the electrical services.

2.5 Budget

Where included, EDG will provide a budget of the works included in the extent of works. The budget will include a reference to the document the budget is based upon such as the design brief, current architectural drawings or current electrical documents. The electrical budgets will be calculated using square metre and system rates recorded from recent similar tenders. EDG will endeavour to account for specific complexities and market forces that may affect the budget.

As EDG is not a contracting firm and does not have comprehensive access to the pricing and market information available to contractors, EDG is not able to guarantee budgets. Unless noted otherwise, when budgets are included in the fee proposal EDG has allowed to produce three separate budgets over the duration of the project.

2.6 Concept design

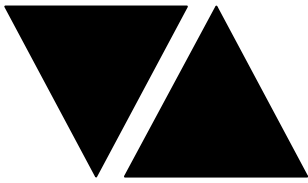
Where included, EDG will undertake the following as the concept design:

- Establish the extent of the authority requirements;
- Preliminary demand calculations;
- Preliminary contact with the relevant authorities;
- Review the site conditions;
- Two meetings within the Brisbane metropolitan area;
- Identify major special requirements;
- Establish the scope for each component of the extent of works; and
- Complete the outline design of each component of the extent of works.

2.7 Investigation

Where included, EDG will undertake the following as the investigation where relevant:

- Obtain the Dial Before You Dig details;
- Visually inspect the relevant parts of the existing installation, site and surrounding areas;
- Establish the capacity of the relevant components of the existing installation;
- Establish the quality and condition of the relevant components of the existing installation; and
- Provide a written request to the client for information and investigation works that are required, that are beyond EDG's capability. Investigation works that are beyond EDG's capability are not included within EDG's fee proposal. Such requests may include:
 - (i) Exploratory underground excavations;



- (ii) Using cable locators;
- (iii) Surveys;
- (iv) Recording usage patterns and demands;
- (v) Recording operating sequences;
- (vi) Installation conditions; or
- (vii) Investigation by appropriately licensed technician.

2.8 Report

Where included, and when EDG has also included an investigation, EDG will provide a written report of the findings of the investigation.

Where included and EDG has not included an investigation, or a specific technical report is identified in the fee proposal, EDG will provide a specific technical written report including the following where applicable:

- Definition of the aim of the report;
- Identification of limitations within the report;
- Summary;
- Identification of relevant information;
- Identification of options;
- Assess options;
- Recommendations; and
- Identification of further actions.

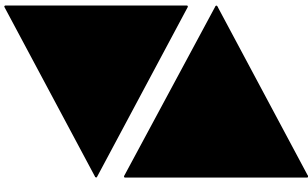
2.9 Schematic design

Where included, EDG will undertake schematic design works which include the production of sketches and letters as required, to relay schematic design information to the client and design team. The schematic design includes:

- Establishment of the spatial requirements for the electrical services;
- Two meetings within the Brisbane metropolitan area;
- Design of the major infrastructure components;
- Establishment of how each of the systems within the electrical services will be addressed;
- Production of schematic layouts of each component of the extent of works;
- Presentation documents;
- Initial services coordination;
- Confirmation of the extent of the authority requirements;
- Development of the demand calculations; and
- Preliminary contact with the relevant authorities.

2.10 Detailed design

Where included, EDG will undertake detail design works to allow a relevantly qualified and licensed person, competent and experienced in understanding electrical services, to



construct the works covered by EDG's extent of work. This includes the production of the following documents:

- Layout drawings;
- Details;
- Specification; and
- Schedules.

The detail design works include:

- General coordination;
- The completion of design calculations;
- Two meetings within the Brisbane metropolitan area;
- Completion of layouts;
- General services coordination;
- Confirmation of the spatial requirements for the electrical services;
- Confirmation of the design of the major infrastructure components;
- Finalisation of layouts and details of each component of the extent of works;
- Finalisation of the authority requirements;
- Coordination of the authorities' services; and
- Finalisation of the demand calculations.

2.11 Building approval documentation

Where included, EDG will undertake building approval documentation including drawings and details to allow a building certifier and the relevant local authority to give building approval over the electrical services described below.

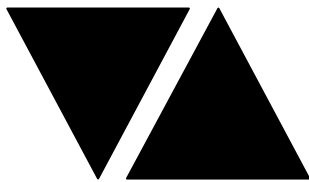
The building approval drawings and details will indicate the extent of the services and the layout of the following services where required:

- Emergency and exit lights;
- Main switchboard location;
- Fire alarm detector locations;
- Manual call point location;
- Alert and evacuation speaker and indicator locations;
- Fire indicator panel location; and
- Warden intercom point locations.

2.12 Building approval certification

Where included, EDG will provide a Form 15 certificate, certifying the building approval documentation produced by EDG, indicating the services on the referenced documents have been designed in accordance with the referenced standards.

2.13 Tender documentation



Where included, EDG will produce the following tender documentation to allow the electrical services covered by EDG's extent of work to be commercially tendered:

- Tender layout drawings;
- Tender details;
- Tender specification; and
- Tender schedules.

It is understood that all tender documents produced by EDG are reviewed and endorsed by the client, and that the documents accurately reflect the client's requirements prior to the issuing of such documents for tender.

EDG will include as part of the tender documents the requirement for the contractor to certify the installation in that it complies with the tender documents and all authority requirements.

The tender documents produced by EDG are technical only and do not contain any preliminaries or conditions of contract.

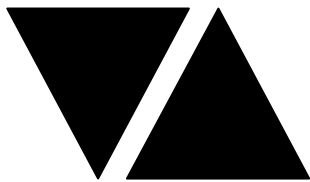
Unless specifically identified in the fee proposal EDG will include all of the electrical services covered by EDG's extent of work as a single tender package.

2.14 Technical specification

Where included, EDG will produce a technical specification covering the extent of the services included by EDG. The technical specification will be in EDG's specification format and style.

EDG's technical specification will define and detail the following:

- Extent of works;
- Associated works;
- Contract documents reference;
- Site conditions reference;
- Definitions reference;
- Preliminaries reference;
- Workmanship requirements;
- Program;
- Alternatives procedure;
- Defects procedure;
- Anomalies procedure;
- Approvals procedure;
- Customer acceptance;
- Quality requirements;
- Identify standards and codes;
- Authorities requirements;
- Shop drawing requirements;



- Installation drawing requirements;
- Custom component drawing requirements;
- General inspection procedures;
- General testing and commissioning procedures;
- Maintenance requirements;
- Operation and maintenance manual;
- Laying out requirements;
- Operating parameters;
- Samples procedures;
- Quality assurance requirements;
- Labelling requirements;
- Training requirements;
- Keying requirements;
- General installation requirements;
- Specific section for each system included in the electrical extent of work;
- Description of each system;
- List major components of each system;
- General requirements for each system;
- Specific installation requirements for each system;
- Specific testing and commissioning requirements for each system;
- Specific requirements for the systems and or components of each system not adequately detailed elsewhere; and
- Specific post commissioning adjustment requirements of each system.

Where appropriate the technical specification will be accompanied with one or more of the following returnable tender schedules:

- Tender price break up;
- List of sub contractors; and / or
- Schedule of unit rates for assessing variation additions and deletions.

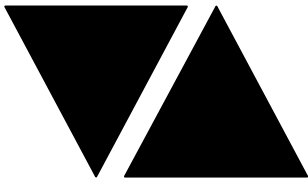
2.15 Construction documentation

Where included, EDG will produce construction documentation that is the tender documentation modified to include changes due to the tender negotiation process and any ongoing design developments. The construction documentation will include the finalised coordination between the electrical services and other services.

2.16 Services during Construction

Where included, EDG will undertake the following services during the construction stage of the project:

- Response to technical queries during the tender process;
- Tender review of the electrical services tenders;
- Assessment of any electrical services variations;
- Assessment of the electrical services progress reports;



- Assessment of the electrical services progress claims;
- Provide a response to contractor requests for information regarding the services included in EDG's fee proposal;
- Visual progress and quality inspections of the electrical services installation if such can be accommodated in the allowed site visits. Such inspections will include a progress and defects report where applicable;
- Attendance at commissioning of the electrical services if such can be accommodated in the allowed site visits;
- Review of the electrical services shop drawings;
- Review of the electrical services as built documents and the maintenance and operational manuals;
- A practical completion / defects inspection if such can be accommodated in the allowed site visits; and
- An expiry of defects and liability inspection if such can be accommodated in the allowed site visits.

2.17 Certification

Where included, EDG will undertake a site inspection of the installation and witness the operation of the electrical services covered by EDG's extent of work, and certify that the installation complies with the electrical services documents and the relevant standards, codes and authority requirements.

2.18 Site visits

Where included, EDG will undertake site visits where applicable as described above: The quantity of site visits that has been allowed for is identified in the fee proposal.

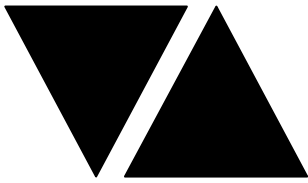
2.19 Design meetings

Where included, EDG will attend the nominated number of design meetings within the Brisbane metropolitan area each up to two hours in duration. Where a specific quantity of design meetings has not been included in the fee proposal EDG will attend one design meeting within the Brisbane metropolitan for every \$8,000.00 + GST or part thereof of the total EDG fee.

3. EXTENT

EDG will undertake the services identified in the scope of work in the fee proposal letter for each item included in the extent of works in the fee proposal letter.

Where EDG has prepared a document to be used as the technical component of a contract, it will include all operating, testing and commissioning of electrical components and services as part of the contract works. Such operating, testing and commissioning of electrical components and services may be witnessed by EDG where appropriate.



Where EDG has not prepared a contract, all operating, testing and commissioning of electrical components and services will have to be carried out by the client or a third party at the client's expense. Such operating, testing and commissioning of electrical components and services may be witnessed by EDG where appropriate.

Costs associated with the following are not included in the electrical contract and have to be borne by the property owner or the operator:

- Replacement lamps post practical completion;
- Energy consumption post practical completion;
- Telecommunications connections, rental and usage costs;
- Testing post the completion of defects and liability period;
- Remote monitoring post the completion of defects and liability period;
- Maintenance post the completion of defects and liability period;
- Third party call outs post practical completion;
- Fuel post practical completion;
- Replacement parts due to normal wear and tear; and
- System modifications due to changes in operation or layout instigated by the operator post practical completion.

The following items, where referenced in the fee proposal letter, detail the extent of works covered by the scope offered as part of the fee proposal. Where items in the following list have not been referenced in the fee proposal letter, the item is not offered as part of the fee proposal.

3.1 Supply authority coordination

This includes the provision of a power supply to the site, and if required, an on-site substation. Also included is the supply authority metering. This does not include any works outside of the site's boundary, or any works associated with subdivisions. The application for power is to be by the operator.

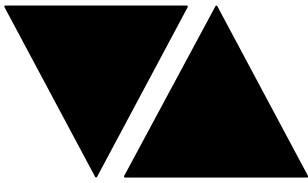
3.2 Telecommunication carrier coordination

This includes the provision of a telecommunication carrier's service to the site. This does not include any works outside of the site's boundary, or any works associated with subdivisions. The application for exchange services is to be by the operator. This does not include any works associated private PABX's or telephone switching systems.

3.3 General lighting and lighting control

This includes the provision of general internal and external lighting and control of such. Due to the decorative nature of some lighting systems, the operator may be required to assist with the set up, aiming and programming of the lighting installation.

3.4 General power reticulation and distribution



This includes the provision of general power reticulation and distribution to control panels, isolators and outlets as required. This does not include any works associated with surge protection, process control, energy management systems, standby power or an un-interruptible power supply.

3.5 Emergency and evacuation lighting as required by the BCA

This includes the provision of an emergency and evacuation lighting as required by the Building Code of Australia.

3.6 Signage power

This includes the provision of power and control to illuminated signage. This does not include any work associated with the design or the provision of the illuminated signage.

3.7 Communications cabling

This includes the provision of private communications cabling including telecommunications and data cabling. This does not include any works outside of the site's boundary, or any works associated with subdivisions. The application for exchange services is to be by the operator. This does not include any works associated private PABX's, telephone switching systems, data networking or active data equipment.

3.8 Standby power

This includes the provision of an on-site diesel engine-powered standby power generator including the associated change over, control, fuel ventilation, exhaust and acoustic systems.

3.9 Lightning protection system

This includes the provision of a building protection lightning protection system. This does not include surge protection or equipment protection.

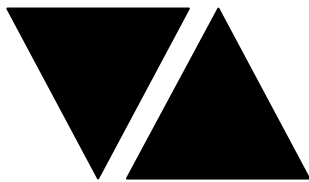
3.10 Surge protection

This includes the provision of surge protection and / or power supply filtering to an agreed level to the required services.

3.11 Fire Alarm and detection as required by the BCA

This includes the provision of an electronic fire alarm, detection and evacuation system as required by the Building Code of Australia. This does not include any works associated with non-electronic fire protection services such as fire extinguishes, hose reels, hydrants or sprinklers.

3.12 Intruder detection



This includes the provision of an internal intruder detection system. Due to the nature of intruder detection systems the operator is required to assist with the programming of the intruder detection system.

3.13 Access control

This includes the provision of an electronic access control system. Due to the nature of electronic access control systems the operator is required to assist with the programming of the access control system. This does not include any works associated with physical access control hardware such as doors, locks, gates, boom gates, roller shutter doors or the like. The motors, drives and controllers of such physical access control hardware are not included.

3.14 Intercom system

This includes the provision of an intercom system. Due to the nature of intercom systems that are interfaced to access control systems, the operator is required to assist with the programming of such intercom system.

3.15 Closed circuit television

This includes the provision of a closed circuit television system (CCTV). Due to the nature of closed circuit television systems the operator is required to assist with the programming of the closed circuit television system.

3.16 Master antenna television

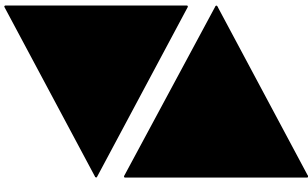
This includes the provision of a master antenna television system (MATV). The application for pay TV services is to be by the operator. This does not include any works associated with television sets beyond the MATV outlet. Other than free-to-air television services it is the operator's responsibility to provide all television content. As EDG is not a Foxtel accredited designer, EDG will nominate the Foxtel component of the MATV system as a design and construct package in accordance with the Foxtel requirements.

3.17 Public address/background music

This includes the provision of a public address/background music system. This does not include any works associated with specialised theatrical or entertainment sound systems. It is the operator's responsibility to provide all audio content.

3.18 Uninterruptible Power Supply

This includes the provision of a battery style uninterruptible power supply (UPS) capable of supplying the required equipment including a power supply and bypass system. This does not include any works associated with general power reticulation and distribution from the UPS to the required equipment.



4. EXCLUSIONS

EDG's works are limited to a technical design and do not include contract conditions and preliminaries.

Following are electrical services related to EDG's extent of work that are specifically excluded from the fee proposal: These works are normally undertaken by the tenant / operator of the facility:

- Authority fees and charges;
- Application for power supply;
- Application for telecommunication exchange lines;
- Application for pay TV services; and
- Operating and maintenance costs.

EDG does not offer the following services and as such the following are excluded from the fee proposal:

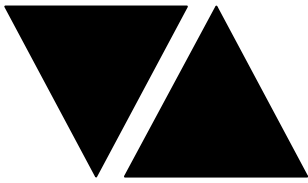
- Specification of appliances;
- URD works;
- Rate 1, 2 and 3 street lighting;
- Specification of active communications equipment;
- Advice regarding operating costs;
- Process control;
- Exploratory underground excavations;
- Underground cable location;
- Surveys;
- Recording usage patterns and demands;
- Recording operating sequences;
- Installation conditions;
- Investigation by appropriately licensed technician;
- Construction and or purchase contracts;
- Works associated with energy modelling as required by the Building Code of Australia; and
- Foxtel accredited design.

EDG staff are not electricians and as such are not able to work on any electrical components. Additionally, EDG's professional indemnity prohibits any EDG staff from working on, operating or testing any electrical component or service.

EDG will not engage contractors on behalf of the client.

Disbursements detailed below are not included in the fee proposal unless specifically noted in the fee proposal.

EDG is not the principle consultant nor the primary consultant.



5. DISBURSEMENTS

Unless specifically included in the fee proposal letter, the following items are not included in the fee proposal and should they be required, the cost of such is to be reimbursed to EDG:

- Specialised presentations;
- Particulars or advice required to be obtained from a third party;
- Rental of specialised equipment;
- Transport to the site or any venue which is more than 200 km away by road from EDG's Brisbane office;
- Accommodation and meal costs where EDG staff is required to be away overnight;
- Third party professional and / or legal fees;
- Authority fees and charges; and
- Cost to other parties of the project team associated with providing information and / or documents to EDG.

EDG will obtain approval of all disbursements prior to incurring any such costs.

6. DOCUMENTATION

6.1 Distribution

Unless agreed to in writing by EDG and the client, EDG will distribute documentation, information and advice according to guidelines set out below.

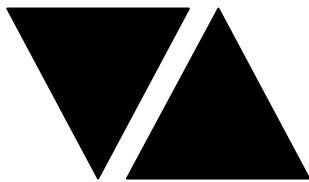
All correspondence regarding a project will be either sent directly to, or cc'd to, the principle consultant, normally the architect or project manager. EDG will address all advice and information required by the contractor to the principle consultant for their action. Such advice and information will be cc'd to the contractor and electrical sub contractor if their contact details are known by EDG and it is deemed appropriate by the EDG project engineer.

At no time will EDG issue instructions directly to a contractor.

The fee proposal is based upon the documents being delivered by general post, handed over at meetings or being picked up. Excessive use of couriers and urgent deliveries may generate a fee variation.

6.2 Quantity

Unless specifically advised in the fee proposal letter, the fee proposal is based upon EDG providing a single hard copy of each revision of each document produced by EDG. Electronic copies of documents produced by EDG can be repeatedly downloaded at no cost from EDG's internet site.



Should multiple hard copies of a single revision of a document produced by EDG, this will constitute a fee variation. The fee variation for multiple hard copies will be charged at the rates detailed in section 6.3.

6.3 Document Costs

Additional hard copies of documents produced by EDG beyond that allowed for in the fee proposal will be charged for at the following rates:

Per A4 sheet	\$0.40 plus GST
Per A3 sheet	\$0.80 plus GST
Per A1 sheet	\$3.00 plus GST
Per B1 sheet	\$4.00 plus GST

If the additional copies are issued as part of a revision change issue, the cost is limited to the above printing costs.

If the additional copies are issued as a separate issue, the cost of the additional hard copies will be \$50.00 plus GST plus the above printing costs.

The cost of other sized documents will be charged at a rate to be agreed to by EDG and the client.

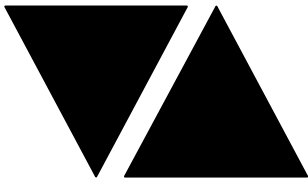
6.4 IT Conditions

All electronic information produced by EDG is issued under EDG's IT Conditions, which are available for viewing and downloading at EDG's website www.edg.net.au or as hard copy by writing to EDG at PO Box 15 Sherwood Q 4075.

To minimise the costs incurred by our clients, it is the intention of EDG to have documents issued on an 'as needed' basis rather than the traditional 'just in case'. To achieve the 'as needed' goal EDG freely distributes electronic copies of relevant documents to interested parties on the understanding the recipient agrees with EDG's IT Conditions.

The advantages of an 'as needed' approach to document issue, utilising the free electronic distribution of relevant documents, include:

- Providing continuous access to the current issue of the information as held by EDG;
- The recipients and users are able to avoid processing and storing information that would traditionally have to be issued multiple times by EDG 'just in case';
- Electronic information can be transmitted and processed considerably more quickly than traditional hard copies of information;
- The cost of storing electronic information is considerably lower than that of storing traditional hard copies;
- Simple procedures can be implemented by recipients and users to more accurately file and retrieve electronic information than traditional hard copy information; and



- Electronic information is not damaged through use, does not fade and is not subject to the ravages of time.

To achieve the issue of documents on an 'as needed' basis EDG posts contractual documents on its internet site for free unrestricted download.

6.5 Document Sizes

EDG's fee proposal is based upon all documents produced by EDG being in A1, A3 or A4 size. Documents required to be produced in an alternative size will constitute a variation and will have to be agreed to in writing between EDG and the client.

6.6 Contract Documents

EDG will produce contract documents where required with each document and page given a unique identification and revision as follows:

- Drawings in EDG's A1, A3 or A4 drawing format;
- Details in EDG's A4 detail format;
- Schedules in EDG's A4 schedule format;
- Specifications in EDG's A4 specification format; and
- Tender addendums in EDG's A4 report format.

Details of EDG's various document formats can be provided to approved parties in electronic or hard format where requested.

6.7 Non-Contract Documents

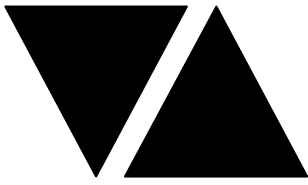
EDG will produce the non-contract documents where required with each document and page given a unique identification as follows:

- Letter / fax in EDG's A4 letter / fax format;
- Reports in EDG's A4 report format;
- Brief in EDG's A4 report format;
- Sketches in EDG's A1, A3 or A4 sketch format; and
- Invoices in EDG's A4 invoice format.

Details of EDG's various document formats can be provided to approved parties in electronic or hard format where requested.

7. INSURANCE

EDG will maintain current Professional Indemnity, Public Liability and Workers Compensation insurance policies for the duration of this agreement plus a further 12 months. Details of the insurance policies maintained by EDG can be provided to approved parties in electronic or hard format where requested.



8. RECORDS

EDG retains copies of all electronic documents and correspondence received and / or produced by EDG regarding a project for seven (7) years. EDG does not retain hard copies of any third party specifications, schedules, sketches, details or drawings.

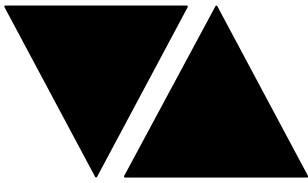
9. TIMING

EDG will endeavor to respond to all non-contract documentation requests in a timely manner being within two (2) working days from the receipt of the request. Should EDG not be able to respond to such a request within this time, EDG will advise in writing as soon as practical when a response will be available.

EDG will undertake its services as much as possible in accordance with the principle consultant's program. Where EDG is unable to meet the principle consultant's program, EDG will advise in writing as soon as practical when EDG are able to meet the program.

EDG is required to be provided with the principle consultant's program in accordance with the following notice unless the program is specifically addressed in EDG's fee proposal.

- For projects where the total of EDG's fee is below \$5,000.00:
One week before EDG is required to commence work, and
Two weeks before EDG is required to complete the component works required by the program.
- For projects where the total of EDG's fee is above \$5,000.00 and below \$15,000.00:
One week before EDG is required to commence work, and
Four weeks before EDG is required to complete the component works required by the program.
- For projects where the total of EDG's fee is above \$15,000.00 and below \$30,000.00:
Two weeks before EDG is required to commence work, and
Eight weeks before EDG is required to complete the component works required by the program.
- For projects where the total of EDG's fee is above \$30,000.00 and below \$60,000.00:
Two weeks before EDG is required to commence work, and
Twelve weeks before EDG is required to complete the component works required by the program.
- For projects where the total of EDG's fee is above \$60,000.00:
Four weeks before EDG is required to commence work, and
Sixteen weeks before EDG is required to complete the component works required by the program.



A significant factor in the timing of the electrical services design and documentation development can be the availability of information from various authorities. The initiation of the process to obtain information and answers from authorities often cannot commence until the design process is developed to an advanced stage. This in turn can delay the development and completion of the design and documentation process. The availability of such information is outside EDG's control and as such EDG cannot accept responsibility for delays in the design and documentation process due to availability of such information.

Clients are advised that authority upgrades can take in excess of eight weeks to arrange and a further 16 weeks to instigate. As the timing of such upgrades is outside of EDG's control EDG cannot accept responsibility for delays or costs incurred due to such lead times.

EDG will endeavor to respond to all requests for the production of contract documentation within ten (10) working days from the receipt of all finalised relevant third party information. Such information includes architectural backgrounds and services equipment information. Should EDG not be able to respond to such a request within this time, EDG will advise in writing as soon as practical when a response will be available.

10. INVOICING AND PAYMENT

All fees proposals are based upon invoices being issued under the Building & Construction Industry Payment Act 2004. EDG's fee proposals and invoices are made in Australian dollars. All payments to EDG must be in Australian dollars.

Upon the progressive completion of the service, EDG will issue an invoice to the client within seven (7) days of the end of each month the work was completed in. Each invoice will be due one calendar month from the date issued. The client will make prompt payment of all invoices prior to the due date.

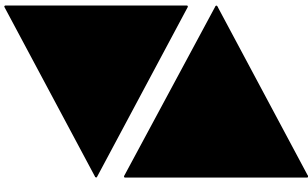
EDG will accept receipt of payment as full consideration for the services to be performed by EDG under this agreement.

Payment is to be made by cheque payable to Electrical Design Group, or by electronic funds transfer to EDG's ANZ Banking Group Limited bank account with a faxed remittance notice to Fax No. (07) 3716 0222.

Notwithstanding any other provision of this agreement, if GST applies to any service and or supply made by EDG pursuant to this agreement, EDG may add to any invoice a claim for the amount of applicable GST (GST Amount).

No payment will be made for work done in correction of incorrect or inadequate services provided by EDG under this agreement. Any such non-payment must be advised to EDG in writing at least seven (7) days prior to the due date of the invoice.

The payment of fees to EDG does not constitute the client's acceptance of work or services or a waiver of the client's rights under this agreement



Payments not made by the due date will attract interest at a rate of 20% per annum. Should the client not make payment to EDG by the due date the client forfeits their right to use the documents produced by EDG.

11. VALIDITY

The fee proposal including these conditions remains valid for 3 months from the date of the fee proposal. Should EDG not be engaged within 3 months from the date of the fee proposal, EDG has the right to revise or withdraw the fee proposal.

The fee proposal is based upon the following:

- The works by EDG, prior to the commencement of construction, being complete within 12 months from the date of the fee proposal.
- Construction being complete within 24 months from the date of the fee proposal.

Should the works by EDG, prior to the commencement of construction, not be complete within 12 months from the date of the fee proposal, or construction not be complete within 24 months from the date of the fee proposal, this will constitute a valid variation.

12. AVAILABILITY

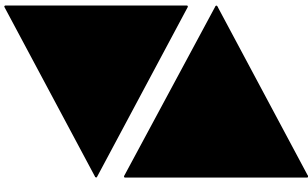
EDG operates from 8.30am to 5.00pm Monday to Friday excluding public holidays. All actions, tasks and attendance at meetings by EDG are to be undertaken during EDG's operating hours.

During the Christmas and New Year period each year EDG will be closed for business from the Friday before 25 December through until the second Monday following 1 January each year.

EDG staff are generally available to attend meetings not exceeding two hours in length within 100 kms of the Brisbane CBD with 48 hours notice. EDG guarantee to attend meetings within 100 kms of the Brisbane CBD when given two weeks notice. Generally EDG's representative at meetings will be EDG's project engineer unless advised otherwise in writing by EDG.

There significant benefits to the client, the design team and to EDG, if EDG has a single person as EDG's project engineer for the entire duration of the project. EDG will undertake all reasonable efforts to ensure the same person remains the project engineer from the conception of the project to finish. Where the project engineer will not be available for more than two working days for reasons such as illness or annual leave, EDG will advise of such in writing and provide an alternative until the original project engineer returns.

13. RESOURCES



EDG will provide the necessary technical and non-technical staff and allocate the staff with the necessary time to complete EDG's services.

EDG will provide its staff with the following software and appropriate training of such as part of the fee proposal: Other software that may be required by the project is not included within the fee proposal unless specifically identified in the fee proposal.

- Microsoft Windows XP operating system
- Microsoft Word XP word processor
- Microsoft Excel XP spread sheet
- Microsoft Internet Explorer internet browser
- Symantec Norton Internet security
- AutoDesk Auto LT 2005. drawing
- Lighting Analysts AGI 32. V1.30 lighting calculations
- BroadGun PDF Machine 9.9. PDF creator
- Visital Calender V1.1.3 Calender
- Visital Director suits V1.0.0 office management system
- Adobe Acrobat Reader
- Symantec Winfax Pro

In addition to the above software EDG operates numerous other software packages as part of its business operation. Details of such software packages can be provided to approved parties in electronic or hard format where requested.

Any specific commissioning, measuring and testing equipment required to complete EDG's services are not included within the fee proposal unless specifically identified in the fee proposal.

14. CONFIDENTIALITY

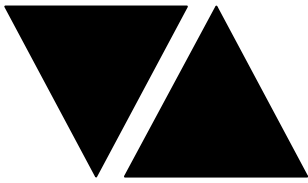
EDG will not disclose to a third party any information provided to EDG by the client that is identified in writing as 'Confidential'. The client will not disclose to a third party any information regarding EDG's fee proposal.

15. INTELLECTUAL PROPERTY

Intellectual property of all drawings, reports, specifications and other documents provided by EDG in connection to the project remains the property of EDG.

Subject to a written agreement, the client alone has a license to use the documents for the purpose of completing the project. The client is not authorised to use or make copies of such documents in connection with any work not included in the project. Should the client not make payment to EDG by the due date the client's right to use the documents produced by EDG is waived.

Copyright of all documents and information provided by EDG remains the property of EDG.



16. VARIATIONS

16.1 Additional Documents

All additional prints provided by EDG beyond that nominated in the fee proposal and section 6.2 above will constitute a valid fee variation. EDG will not seek confirmation for additional prints where requested by the client, architect or project manager. EDG will obtain the client's consent to incur a variation for the provision of additional documents beyond those allowed for in the fee proposal where requested by other parties, prior to the production of such documents. The cost of the additional documents will be charged at the rates detailed in section 6.3 above unless noted otherwise in the fee proposal.

16.2 Changes in Scope

Any changes in scope to those nominated in the fee proposal will constitute a valid fee variation. EDG will obtain the client's consent to incur a variation regarding changes in scope beyond the scope nominated in the fee proposal.

16.3 Changes in Extent

Any changes in extent to that nominated in the fee proposal will constitute a valid fee variation. EDG will obtain the client's consent to incur a variation regarding changes in extent beyond the extent nominated in the fee proposal.

16.4 Changes due to budget over runs or short falls

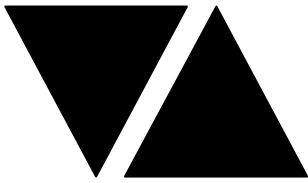
Any additional works required to be performed by EDG to address budget over runs or short falls, irrespective of the reason for the budget over run or short fall, constitute a valid fee variation. EDG will obtain the client's consent to incur a variation regarding changes due to budget over runs or short falls in the contract value of the works.

16.5 Staging

Any additional works required by EDG to stage part or all of the works beyond the staging nominated in the fee proposal, irrespective of the reason for the additional staging, constitute a valid fee variation. EDG will obtain the client's consent to incur a variation regarding changes to staging of the works beyond the allowance for staging nominated in the fee proposal. If staging is not mentioned in the fee proposal, EDG have documented the project as a single stage.

16.6 Post tender changes

Following the receipt of frozen tender documents from the architect to use as backgrounds, any further architectural changes will constitute a valid fee variation. Where EDG have been instructed to produce tender documents and are not provided with frozen architectural



documents to use as backgrounds, EDG will advise in writing which architectural documents they are intending to use as backgrounds for the tender documents.

Following the commencement of production of tender documents by EDG, any further changes to the architectural documents used by EDG as the backgrounds for the tender documents will constitute a valid fee variation. EDG will obtain the client's consent to incur a variation regarding changes due to architectural changes post the receipt of frozen architectural tender documents.

16.7 Meetings

All additional meetings required to be attended to by EDG beyond those nominated in the fee proposal and section 2 above will constitute a valid fee variation. EDG will not seek approval for attending additional meetings where EDG's attendance is requested by the client, architect or project manager. EDG will obtain the client's consent to incur a variation for the attendance of additional meetings beyond those allowed for in the fee proposal where requested by other parties, prior to attendance of such meetings.

16.8 Site inspections

All additional site inspections required to be undertaken by EDG beyond those nominated in the fee proposal and section 2 above will constitute a valid fee variation. EDG will not seek approval for undertaking additional site inspections where EDG is instructed to undertake additional site inspections by the client, architect or project manager. EDG will obtain the client's consent to incur a variation for undertaking additional site inspections beyond those allowed for in the fee proposal where requested by other parties, prior to the conducting of such site inspections.

16.9 Delays

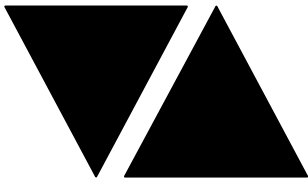
Any delay in the project beyond the fee proposal validity nominated in section 11 above will constitute a valid fee variation. EDG will obtain the client's consent to incur a variation to continue work on the project due to the delay in the project beyond the fee proposal validity nominated in section 11 above, prior to continuing with the works.

16.10 Software

EDG will provide its staff with the software and appropriate training of such detailed above as part of the fee proposal: Cost incurred by EDG due to instruction by the client, architect, project manager or other parties to use other software as part of the project will constitute a valid fee variation. EDG will obtain the client's consent to incur a variation prior to EDG incurring any costs associated with EDG using other software.

16.11 Equipment

Cost incurred by EDG regarding the hiring, purchase or use of specific commissioning, measuring and testing equipment required to complete EDG's services, will constitute a



valid fee variation. EDG will obtain the client's approval to incur a variation for the provision of hiring, purchase or use of specific commissioning, measuring and testing equipment.

All additional works, additional fees and variations are offered by, and will be undertaken by EDG in accordance with this agreement.

17. SUBCONSULTANTS

This agreement entitles EDG to outsource the following at EDG's discretion:

- Site inspections; and
- Design of specialty services included within the fee proposal though not undertaken in-house by EDG.

EDG will obtain the client's prior consent to any proposed sub-consulting other than those nominated above.

18. DEFINITIONS

The following definitions apply to this document and the fee proposal:

'Agreement' means this Consultancy agreement and any written amendments hereto, including variations to scope of services and extent of work.

'Architect' means the person or entity that is responsible for the architectural design and documentation of the project. Unless advised in writing to EDG the architect is deemed to represent the client.

'Authorities' means any federal, state, territory or local government and any department, corporation or body vested with any legal or regulatory power by any such government.

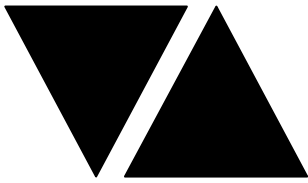
'Business Day' means a day other than a Saturday, Sunday or a public holiday in the Brisbane central business district.

'Client' means the person or entity that has the commission, being the legal binding agreement with EDG.

'Contract' means the legally binding agreement between the client or other third party and an independent third party person or entity to carry out the project works.

'Contract Documents' means the documents produced by EDG as part of this agreement to be used as part of the basis for entering into a separate contract with an independent third party person or entity to carry out the project works.

'Documentation' means all forms of documentation produced by EDG as part of this agreement including contract and non-contract documents including drawings, details,



schedules, specifications, tender addendum's, letter's / fax's, reports, briefs, sketches, invoices and emails.

'EDG' means the Electrical Design Group Brisbane Pty Ltd ACN 092 710 793 trading as the Electrical Design Group.

'EDG Staff' means the employees of EDG.

'Electronic Documents' means any document produced or received by EDG as an electronic medium, being on CD, floppy disc, e-mail or downloaded via the internet.

'Extent' means the components and systems within the project that EDG will address under the agreed scope.

'GST' has the same meaning as in the GST Law.

'GST Law' means A New Tax System (Goods and Services Tax) Act 1999 as amended and other associated Acts as amended.

'Hard Copy Documents' means any document produced or received by EDG as a paper copy.

'Non-Contract Documents' means the documents produced by EDG as part of this agreement that will not be used as part of the basis for entering into a separate contract with an independent third party person or entity to carry out the project works.

'Operator' means the entity or entities that normally occupies and / or operates the facilities covered by the project. Such an entity includes a tenant.

'Principle Consultant' means the person or entity who represents the client to EDG and manages the overall coordination and design of the project. Unless advised in writing to EDG, the architect is deemed to be the principle consultant. Unless advised in writing to EDG, the principle consultant is deemed to represent the client.

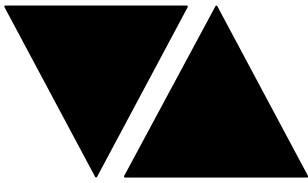
'Project' means the works that EDG's services form part of, that EDG has been commissioned to undertake as part of this agreement.

'Project Manager' means the person or entity that represents the client to EDG and manages the overall running of the project. Unless advised in writing to EDG, the architect is deemed to be the project manager. Unless advised in writing to EDG, the project manager is deemed to represent the client.

'Scope' means the services to be provided by EDG.

'Services' means the works provided by EDG as required by this agreement.

'Site' means the physical address of the project.



ELECTRICAL DESIGN GROUP

ELECTRICAL COMMUNICATIONS FIRE SYSTEMS DESIGNERS

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