



E2E Design Group

Account Application Form

Including Standard Terms & Conditions

ABN: 17 880 418 558

Address: 7 Ivanhoe Court, Thomastown, Vic 3074 **Phone:** 03 9465-1191

Email: Admin - admin@e2edesign.com.au **Accounts department:**
accounts@e2edesign.com.au **Website:** www.e2edesign.com.au

T&Cs: <https://www.e2edesign.com.au/termsandconditions>

Welcome

Thank you for choosing to use E2E Design Group for your engineering and design services.

To apply for an **Credit Account** with E2E Design Group the “**E2E Design Group Account Application Form**” must be completed, signed, and sent back to us for approval.

Once work commences, invoices will be sent based on percentage of work completed at monthly intervals. Monthly invoices are payable within 30 days from the invoice date within the terms of your account. Unless payment is made by the due date, work may be suspended until the progress invoice has been paid.

Our “**Terms & Conditions**” of service, including credit terms, are detailed on the application. A credit account will be opened subject to our review and approval of the information you provide.

Work will commence upon approval of your application or the agreed to start date specified in your quotation, whichever is the latter.

If you have any queries regarding the information above, please contact your account manager for further assistance.

Kindest Regards
E2E Design Group

1 Account Application Form

To: E2E Design Group ABN 17 880 418 558

Of: 7 Ivanhoe Court, Thomastown VIC 3074

1.1 Application for Credit

- a. The Client named below (Client) applies to establish credit facilities with E2E Design Group in relation to the provision by E2E Design Group of professional services. In support of this application the Client furnishes relevant business details of the Client.
- b. The Client warrants the accuracy of the information in this application.
- c. If the Client is a company, the Client represents to E2E Design Group that the persons named below,
(Guarantors) will guarantee due payment of the Client's account in the form set out in Schedule B. By countersigning this application the Guarantors bind themselves to its terms and to the terms of Schedules A, B and C forming part of this application.
- d. The Client warrants that the signatures to this application of the Guarantors are the true signatures of the Guarantors.
- e. The Client warrants that any person signing this Schedule A on behalf of the Client has the authority to do so.

1.2 Terms of Trading

The Client and the Guarantors (if any) acknowledge that the terms of trading with E2E Design Group are as set out in the terms and conditions of sale set out in Schedule D of this application.

1.3 The Privacy Statement

A copy of the E2E Design Group Privacy Statement is contained in Schedule C for your information.

2 Business Details (Schedule A)

Legal Name of

Client: Trading As:

Address:

Phone:

Fax:

Website:

Operations Contact: Name: Title:

Email:

Mobile:

Accounts Payable Contact: Name:

Title:

Email:

Mobile

Structure of Business: (circle applicable) Partnership / Individual / sole trader / Company / Trust / Other

ABN: ACN:(if a company)

Name of Parent Company (if a subsidiary):

Main Business Activity:

Number of years business has traded:

Maximum credit sought: \$

***If the credit limit is not stipulated, we will automatically default the limit to \$5,000**

Personal Details of Principals (if sole trader or partnership)

Principal One

Name:

Title:

Telephone:

Residential Address:

Principal Two

Name:

Title:

Telephone:

Residential Address:

Principal Three

Name:

Title:

Telephone:

Residential Address:

This document is executed in full acknowledgement and acceptance of all the terms and conditions detailed herein, including all Schedules A, B, C & D

I /We have read and understood E2E Design Groups Terms and Conditions

Signed: 

Date:

Name:

Position:

.....

.....

3 Guarantee (Schedule B)

To: E2E Design Group ABN 17 880 418 558 7

Of: Ivanhoe Court, Thomastown VIC 3074

1. E2E Design Group has agreed to enter into the Contract and supply Services to the Client only on the basis that the Guarantor:
 - a. guarantees to E2E Design Group the payment of all monies the Client is liable to pay under the contract and the due performance and observance by the Client of the terms of the Contract; and
 - b. has executed this Guarantee as a deed.
2. The Guarantor acknowledges that by executing this Guarantee as a deed it guarantees to E2E Design Group the payment of all monies the purchaser is liable to pay under the Contract and the due performance and observance of the Client's obligations under the Contract.
3. If this Guarantee is unenforceable because of any legal limitation, disability or incapacity affecting the Client for any reason, then the Guarantor indemnifies E2E Design Group as a separate and additional liability for the payment of all monies which the Client may be obliged to pay E2E Design Group under the Contract.
4. The Guarantor will not prove in bankruptcy, assignment of liquidation in competition with E2E Design Group.
5. This Guarantee is a continuing guarantee and will remain in force until the payment of all monies owed.

SIGNED SEALED and DELIVERED by the Guarantor (or, if a company by its duly authorised representative):

X

.....
Signature of Witness

.....
Full Name of Witness

X

.....
Signature of Guarantor (first Guarantor)

.....
Full Name of Guarantor (first Guarantor)

.....
Residential Address of Guarantor
(first guarantor)

X

.....
Signature of Witness

.....
Full Name of Witness

X

.....
Signature of Guarantor (second Guarantor)

.....
Full Name of Guarantor (second Guarantor)

.....
Residential Address of Guarantor
(second guarantor)

Once Form is completed please print out pages 1 to 6. SIGN and SEND to our accounts department.

EMAIL: accounts@e2edesign.com.au or
MAIL: Accounts Department
7 Ivanhoe Court, Thomastown VIC 3074

4 Privacy Statement (Schedule C)

4.1 Our Commitment

We are committed to preserving your privacy and complying with the Privacy Act 1988.

4.2 Collection of Personal Information 4.2.1

Information we collect from you

We collect personal information about our clients including contact, financial and trading information and any other personal information you may give us. We collect this information in order to provide commercial services to our clients.

4.2.2 Information we collect from other parties We may also collect information about you from other parties such as credit reporting agencies.

4.2.3 Sensitive Information

We do not collect sensitive information such as your race, religious beliefs or sexual preference except where you have consented to or where we are permitted by law to do so.

4.2.4 Web Site Cookies

We make limited use of "cookies" technology on our website. We use cookies to improve the functionality of our website, not to store any of your personal information. We only use cookies during the e-ordering process. The cookies are used to keep track of your order. When the order is sent, the cookie or cookies used will be deleted.

4.3 What happens if you choose not to provide the information

You do not have to give us your personal information. However, if you choose not to, we may not be able to provide you with our full range of support and services.

4.4 Disclosure of Personal Information

We will not disclose information we collect about you to any third parties without your prior consent. Similarly, we will not sell any information we collect about you.

However, we may disclose personal information for the purpose specified to you at the time of collection or for other purposes if:

You would reasonably expect us to disclose such information for that purpose

- that purpose is related to the purpose specified to you at the time of collection, or
- where we are permitted or required by law, or it is in the interests of public safety to do so.

For instance, we may disclose your personal information to entities related to E2E Design Group that are part of the E2E Design Group Group of Companies and to contractors which may from time to time be required to provide services to the company. If we do so, we will ensure that they are contractually bound to comply with our Privacy Policy.

4.5 You can access and correct information

We will take all reasonable steps to ensure that your personal information which we collect, use or disclose is accurate, complete and up-to-date.

If you wish to access the information we hold about you, you are welcome to contact our Privacy Compliance Officer who will respond to you within 30 days. A handling fee may be payable so that we can obtain the information you require.

You can also request that information about you be corrected or deleted.

4.6 Right to refuse access or correction

We reserve our right to refuse your request for access or correction if, for example, we consider your request to be frivolous or vexatious, or if we are legally entitled to do so.

If we refuse your request, we will give you our reasons. If we refuse your request to correct information we hold about you, we will give you the opportunity to post a statement of your claim where we hold your personal information.

4.7 Security

We will take all reasonable steps to protect the security of the personal information that we hold. This includes appropriate measures to protect electronic materials and materials stored and generated in hard copy. You should be aware that the Internet is not a secure environment. If you use the Internet to send us information, including your email address, it is sent at your own risk.

4.8 Updating our Privacy Statement

We may revise or update our privacy statement occasionally.

4.9 Complaints and further information

If you have any complaints about our privacy practices or would like further information about our privacy policy, please contact our Privacy administration department.

4.10 Contact Details for our Privacy

Telephone: +61 3 9465 1191

Email: admin@e2edesign.com.au

Address: 7 Ivanhoe Court, Thomastown VIC 3074

5 Standard Terms and Conditions (Schedule D)

1. Definitions & interpretation

In these conditions, unless expressed or implied to the contrary:

- a. "ACL" means the Australian Consumer Law as applicable as a law of the Commonwealth and in each State and Territory of Australia.
- b. "Background IP" means any Intellectual Property Rights in connection with the Services developed by E2E Design Group independently of a Contract and or prior to the date of a Contract.
- c. "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- d. "Claim" includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgements either at law or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.
- e. "Conditions" means these Standard Terms and Conditions.
- f. "Contract" means the contract for the supply by E2E Design Group to the Client of Services which is formed by the acceptance by E2E Design Group of any order for services or acceptance of a Fee Proposal received from a client, and which incorporates these Conditions and any other terms and conditions set out in any other document forwarded by E2E Design Group to the Client;
- g. "Client" means, as the context requires, the business or individual named in the Fee Proposal/Quote. The person who submits an order for Services or accepts a Fee Proposal, or the purchaser of the Services.
- h. "Deliverables" means all documents delivered by E2E Design Group to the Client as part of the Services under a Contract.
- i. "Fee Proposal", means the document, however titled, including any document titled "Quote" or similar, given to the Client explaining the Services being provided by E2E Design Group to the Client and the pricing for each;
- j. "GST" (Goods and Services Tax) Act 1999.
- k. "Insolvency Event" means an event where the Client suffers an act of bankruptcy or has a receiver, receiver and manager, administrator or controller appointed over any of its assets or goes into liquidation (including provisional liquidation) or any similar event occurs.
- l. "Intellectual Property Right" means all intellectual property and proprietary rights (whether registered or unregistered) including:
 - m. copyright and similar industrial or intellectual property rights;
 - n. any right to have information (including confidential information) kept confidential; and
 - o. rights in respect of patents, patent applications, inventions, trade secrets, trademarks, technical data, formulae, knowhow and registered designs;
- p. "Interest Rate" means the penalty rate fixed under the Penalty Interest Rates Act 1983 (Victoria);
- q. "E2E Design Group " means Tricat Group Pty Ltd Trading as E2E Design Group Unit Trust Pty Ltd ABN 17 880 418 558 or any subsidiary or associated entity (as defined in section 9 of the Corporations Act 2001 (Cth));
- r. "Invoice" means the E2E Design Group invoice to the Client for the Services performed.
- s. "Loss or Damage" means loss or damage however caused whether based in tort, contract or otherwise and includes without limitation any direct, indirect, special, or consequential loss or damage, loss of profits, loss of production, loss or corruption of data, loss of trades, opportunity or business reputation, direct or indirect labour costs and overhead expense and damage to property.
 - "Security of Payment Law" means, as applicable:
 - Building and Construction Industry Security of Payment Act 2002 (Vic)
 - Building and Construction Industry Security of Payment Act 1999 (NSW)
 - Building Industry Fairness (Security of Payment) Act 2017 (Qld)
 - Building and Construction Industry Security of Payment Act 2009 (Tas)
 - Building and Construction Industry Security of Payment Act 2009 (SA)
 - Construction Contracts Act 2004 (WA)

- t. Building and Construction Industry (Security of Payment) Act 2009 (ACT)
- u. Construction Contracts (Security of Payments) Act 2004 (NT)
- v. "Services" means Professional, Geotechnical, Civil, Structural, Electrical, Mechanical, Hydraulic, Survey, Forensic, Architectural or other engineering or drafting services and any other services named and described on the Fee Proposal and/or the Invoice;
- w. "Variations" means changes to the scope of Services specified in a Fee Proposal or purchase order. Unless the context otherwise requires, in these Conditions:
- x. If a Client consists of more than one person or corporate body, a Contract binds them jointly and each of them severally;
- y. A reference to a person includes a firm, partnership, joint venture, association, corporation or other corporate body; and a person includes the legal personal representatives, successors and assigns of that person;
- z. A reference to the singular includes the plural and vice versa; and a gender includes the other genders; and
- aa. Headings are inserted for ease of reference and do not affect the interpretation of these Conditions.

2. Trade

E2E Design Group agrees to provide, and the Client agrees to purchase Services under these Conditions to the exclusion of any terms and conditions of the Client or any other document. E2E Design Group's agreement to provide the Services does not constitute E2E Design Group's acceptance of any terms and conditions purported to be imposed by the Client. The Services to be provided are set out in the Fee Proposal and in any Variations agreed in writing by E2E Design Group and the Client.

3. Credit Facilities

A credit account is only available to the Client if the Client has completed an Account Application Form which has been processed and approved by E2E Design Group . Until an Account Application Form is approved or where no Account Application Form has been submitted, all trade for the provision of Services is strictly on a cash prior to delivery basis, or in accord with any other written agreement made at the time of the acceptance of the order. A 50% deposit is required to commence all jobs /site inspections. Final payment must be made in full before the release of final documentation.

Payment for Services supplied under the credit account must be received by E2E Design Group as per the trading terms granted. Any amount outstanding 30 days from the date of invoice may be subject to an interest charge.

E2E Design Group reserves the right to require earlier settlement of accounts. The provision of a credit account to a Client may be withdrawn at any time without notice to the Client. If the Client fails to make any payment due under Condition 3, all debt recovery costs, including legal costs or a solicitor/own client basis and any mercantile agent costs and expenses, will form part of the monies owing by the Client to E2E Design Group.

If account credit is in rears of over 60 days account will be put on 'STOP" and all work will be put on hold until account has been paid up to date in full. Once account is on 'STOP" all documentation will be the property of E2E Design Group until account has been cleared.

4. PPSR

If E2E Design Group agrees to provide Services on credit, this Condition 4 applies. The Client acknowledges that these Conditions and each Contract will comprise a Security Agreement for the purposes of the PPSA.

The Client acknowledges that until such time as E2E Design Group receives full payment in cleared funds for all Services supplied to the Client, these Conditions and each Contract creates a Purchase Money Security Interest in the Deliverables as security for the Client's obligations to E2E Design Group under these Conditions and each Contract, registrable on the Personal Property Securities Register. Until E2E Design Group has been paid in full for Services provided under a Contract:

- a. the legal and equitable rights in the Deliverables will remain with E2E Design Group ;
- b. if a receiver is appointed over the assets or undertaking of the Client or winding up order is made against the Client or the Client goes into voluntary liquidation or calls a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy the Client will place the Deliverables at the disposal of E2E Design Group who will be entitled to enter upon any premises of the Client for the purpose of removing such Deliverables and to remove such Deliverables from the premises.

For the purpose of this Condition 4:

- a. "Personal Property Securities Register", "Purchase Money Security Interest", "Security Agreement" and "Security Interest" each have the meanings given in the PPSA.
- b. "PPSA" means the Personal Property Securities Act 2009

5. Price

Services will be charged as outline and specified in the Fee Proposal or Quote address to the client. If Services are required or provided outside the scope of work set out in the Fee Proposal/Quote the client will be notified verbally or by email, to which the client will accept or deny before additional works have commenced.

E2E will notify the Client as soon as possible if additional works are required. If the client isn't notified due to unforeseen circumstances or emergency situations, all additional works performed to complete the existing/open job and not specified in the fee proposal will be subjected to the current E2E Design Group price guide. Additional works will be listed on a job invoice with details of the work completed to that date.

Any Fee Proposal given by E2E Design Group to the Client will remain valid and capable for acceptance by the Client for a period of 30 days from the date when the Fee Proposal/Quote was given, or such other period as nominated in the Fee Proposal/Quote.

A Client may accept a Fee Proposal by returning a signed copy to E2E Design Group, or by otherwise advising E2E Design Group in writing that they accept the Fee Proposal and would like to engage E2E Design Group as their preferred Consulting Engineers.

6. FEE PROPSAL

All fees and services specified in the Fee Proposal is based on the quantity agreed and outlined in the Fee Proposal. If job quantities fail to meet amounts outline in the Fee Proposal within the first 6-8 months, prices are subject to change, and a new Fee Proposal will be discussed.

7. OTHER FEES

Our fees include the supply of documentation via electronic submission. A fee will apply for additional hard copies of plans.

8. EXCLUSIONS

The following matters are not included in the total fee and where required will be charged to you at the hourly rates set out below or as a fee by an independent consultant or council / authority.

Building surveying/permit	Fee from independent consultant
Council and Authority fees (Incl. application fees, Unless Noted Otherwise)	Fee from Council
Document retrieval fees (Unless Noted Otherwise)	Fee from Relevant Authority
Other Consultant's Reports and Alternative Solutions	Fee from independent consultant
Design Consultant's meetings	Hourly Rates
Site visits or inspections	Hourly Rates
Construction meetings	Hourly Rates
Additional work or changes that require redesign	Hourly Rates
Any works carried out if the project does not proceed, this Includes site visits, attendance at meetings, attendance on site etc.	Hourly Rates
Expenses including (but not limited to) travel, accommodation and living expenses of E2E Design Group personnel when away from their normal workplace, secretarial, printing and reproduction costs, couriers, and postage.	Hourly Rates

9. HOURLY RATES

Architectural	\$200.00 per hour exc. GST
Engineering	\$200.00 per hour exc. GST
Drafting	\$110.00 per hour exc. GST

A higher fee of 50% increase in the normal hourly rates will apply for work in courts, tribunals or commissions of inquiry and time spent in courts or at inquiries and for meeting with lawyers relating to a court hearing or an inquiry.

10. PAYMENT OF TOTAL FEE

Invoices will be submitted as follows (fees are exclusive of GST)

1. Payment in full prior to commencement of work	Fee < \$500
2a. 50% Deposit payment prior to commencement of work	\$501 < Fee < \$2000
2b. Final balance to be paid on completion of work	\$501 < Fee < \$2000
3a. 30% Deposit payment prior to commencement of work	\$2001 < Fee < \$5000
3b. Final balance to be paid on completion of work	\$2001 < Fee < \$5000
4. Payment to be made in accordance with fee schedule	Fee > \$5001

NB. full set of construction documentation will be issued on payment of final invoice

11. PAYMENT OPTIONS

We offer 3 payment options

EFT (details are stated on our invoices)

Credit Card payments

-In person when Credit Card is present 1.4% Charge on top of invoice amount.

- Moto; Manually over the phone payments 1.7 – 1.9% charge on top of invoice amount.

12. OVERDUE INVOICES AND ACCOUNTS

To our discretion any outstanding invoices will be subject to additional fees. Outstanding accounts will either incur a ***10% Penalty interest rate**. This will be added to your account and your account will be put on **HOLD**. (*The interest payable on late payments will be in accordance with existing Victorian legislation, namely, the Penalty Interest Rates Act 1983)

Or a \$100.00 per month account keeping fee until overdue invoices have been paid in full.

If the client defaults payment of any invoice when due. All outstanding amounts will also be forwarded to our credit management agent. Legal action will commence to recover the debt. You will be responsible for any debt recovery expenses and/or legal fees incurred during this process.

on any property currently owned or acquired in the future by you, the signatory of this document on your own behalf and on behalf of the company.

13. FINANCIAL HARDSHIP

If you or your company are experiencing financial hardship, a payment plan via 'Ezidebit' can be arranged *Ezidebit is a 3rd party direct debit service.

Account processing and service fees will be the responsibility of the payee. For more information visit <https://www.ezidebit.com/en-au>

14. GST

The price payable for the Services is exclusive of GST unless the Contract states otherwise. If the price set out in an invoice or Fee Proposal is exclusive of GST, the price payable by the Client will be increased by the applicable amount of GST.

15. Cancellation of Order

A Contract can only be cancelled by a Client where written request for cancellation has been made by the Client and accepted by E2E Design Group. Cancellation will only be accepted by E2E Design Group if the Client accepts full liability for all commissions, fees, costs, work produced to that date, and administration costs incurred by E2E Design Group arising out of such cancellation.

16. Force Majeure

E2E Design Group is not liable for any delay or failure to perform an obligation (other than to pay money) under a Contract caused by:

- a. act of God;
- b. war, riot, insurrection, vandalism or sabotage;
- c. strike, lockout, ban, limitation of work or other industrial disturbance; or
- d. law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.

E2E Design Group must notify the Client as soon as practical of any anticipated delay or failure caused by an event referred to in Condition 10.1 ("Event"). The performance of E2E Design Group's obligation is suspended for the period of delay caused by the Event.

If: a. performance of an obligation is prevented by an Event; or

17. Services Provided to Deadline

E2E Design Group will use its best efforts to provide services to the Client by a date specified, when a date has been agreed upon by the Client and E2E Design Group. E2E Design Group will not take responsibility for third party service providers requested or engaged by the Client or E2E Design Group for the delay of services outside of E2E Design Group's control.

The Client acknowledges that E2E Design Group does not warrant or represent that the Service will be delivered on that date.

Where a site visit is required, and access to the site by E2E Design Group employees is delayed, hindered or prevented:

- a. By an act, default, or omission the Client; or
- b. Because the site is not ready for the Services to be undertaken; or
- c. Due to climatic conditions; or
- d. By any person, including any Authority, or employee, subcontractor, agent or consultant of the Client; or
- e. Because of an agreed variation to the Services; or
- f. Because the condition of the site poses an unacceptable risk to E2E Design Group employees; the Client acknowledges that E2E Design Group's ability to deliver to deadline may be impeded and, if such circumstances require additional site visits to be undertaken by E2E

Design Group employees, E2E Design Group reserves the right to impose one or more additional site visit fees as applicable.

The failure to deliver the Services by the date required will not:

- a. Avoid or give the Client the right to avoid the Contract; or
- b. To the extent permitted by law, render E2E Design Group liable for any Loss or Damage.

18. No Warranty

If the Client is a consumer under the ACL, the Client also has extensive rights under the ACL including consumer guarantees and remedies. Nothing in these Conditions limits those rights and remedies in any way. Except as required by law, all warranties beyond those expressly given in these Conditions, whether expressed or implied and whether statutory or otherwise, with regard to the Services are excluded.

19. Liability

Nothing in these Conditions is to be read as excluding, restricting, or modifying the application of any legislation which by law cannot be excluded, restricted, or modified.

The liability of E2E Design Group for a breach of a Condition or warranty implied by law in relation to the supply of Services is limited, at E2E Design Group's option, to the provision of equivalent Services, the payment of the cost of making rectification to the structure or the payment of the cost of acquiring equivalent Services.

Without limiting the generality of Conditions 12.3 and to the extent permitted by law, E2E Design Group will not be liable to the Client for any Loss or Damage suffered by the Client as a result of any negligence or default of E2E Design Group under the Contract or otherwise or any other act or omission whatsoever of E2E Design Group, its employees, agents or sub-contractors.

20. Provision of information

The Client warrants to E2E Design Group that E2E Design Group will be able to rely on all information, advice or other material provided by or on behalf of the Client without any obligation to verify its accuracy or completeness.

21. Indemnity

To the extent permitted by law, the Client indemnifies and shall keep indemnified E2E Design Group, its employees, contractors, agents, or sub-contractors on demand for and against any Loss or damage suffered or incurred by any of them relating to or arising out of:

- e. Any enforcement by E2E Design Group of a Contract or these Conditions;
- f. Any breach by the Client of a Contract or these Conditions or of the warranty given by the Client in Condition 13;
- g. Any Claim by a third party in respect of personal injury, death or damage to property whether or not they relate to an error in the Services;
- h. Any false, misleading, or deceptive conduct; representation or statement made by the Client to any person relating to the supply of the Services. Except to the extent any act, omission, or infringement of E2E Design Group has contributed to such Loss or Damage.

22. Termination

E2E Design Group with written notice immediately terminate a Contract and/or the Client's credit account if the Client:

- a. Fails to pay an invoice when due;
- b. Breaches these Conditions or a Contract; or
- c. Becomes or threatens to become insolvent or subject to any form of external administration.

If E2E Design Group terminates a Contract, under this Condition 15 or either party terminates a Contract under Condition 10:

- a. E2E Design Group's obligations under it are at an end;
- b. E2E Design Group's accrued rights and remedies are not affected.
- c. E2E Design Group may retain all monies paid under it; and
- d. E2E Design Group may invoice the Client, and the Client must pay, for all services provided up to the termination date.

23. Dispute Resolution

If a difference or dispute between the parties arises in connection with a Contract and/or Services, then either party can provide the other party with written notice of dispute. If a notice of dispute has been issued, then representatives of the parties with the authority to agree will meet within 10 Business Days to try and resolve the dispute.

If the dispute has not been resolved within 20 Business Days of the notice of dispute, then that dispute can be referred by either party to, or finally resolved by, arbitration administered by the Australian Disputes Centre ("ADC").

The arbitration shall be conducted in Melbourne in accordance with the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to ADC ("Rules")

The terms of the Rules are hereby deemed incorporated into these Conditions. Unless otherwise agreed in writing, each party shall bear its own costs and pay for half of all fees in relation to the arbitration, with the determination of the arbitrator being binding on both parties.

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under a Contract or to seek injunctive or urgent declaratory relief.

24. Inconsistency

To the extent that there is an inconsistency between a provision in any of the documents comprising a Contract and another provision in such document or between a provision in any of those documents and a provision in any other document comprising a Contract:

- a. A specific provision takes precedence over a general provision
- b. Otherwise, to the extent necessary to resolve the inconsistency, the following order of precedence applies:
 - An agreed Variation.
 - A Fee Proposal
 - These Conditions.

25. Governing Law and Jurisdiction

A Contract is governed by and is to be construed in accordance with the laws of Victoria. E2E Design Group and the Client irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria and waive any right to object to proceedings being brought in these courts.

26. Severance

If a provision in a Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unforeseeable. If it is not possible to read down a provision as required in this Condition, then that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in the Contract.

27. Intellectual Property Rights

E2E Design Group retains all copyright and all other Intellectual Property Rights in the Background IP and everything of general application that E2E Design Group develops in the course of providing the Services, including, but not limited to, methodologies, development tools, processes, procedures, designs, data, know-how, software and working papers.

Upon payment of all moneys due to E2E Design Group under the Contract, E2E Design Group grants to the Client a non-exclusive, royalty free licence to use the Deliverables but only to the extent necessary for the Client to obtain the benefit of the Services provided.

When using computations, drawings, designs, and the like delivered by E2E Design Group as part of the Services, the Client must comply with the law including, without limitation, copyright laws.

28. Entire Understanding

A Contract contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations, and commitments, expressed or implied, affecting this subject matter are superseded by the Contract and have no effect.

29. Notices

Any notice or communication under a Contract will be effective if it is in writing, signed and delivered to the E2E Design Group or the Client as the case may be, at the address, email address set out in the Fee Proposal or any purchase order.

30. For the avoidance of doubt, the parties agree that a claim under a Security of Payment Law may be given or served via email. Variation to these Conditions

E2E Design Group may in its absolute discretion change these Conditions at any time by publication on its website www.e2edesign.com.au. The change will take effect from the time specified in the publication.

31. Privacy Policy

E2E Design Group may collect, use and disclose personal information about the Client and any guarantor of the Client in accordance with E2E Design Group's privacy policy. A copy of the privacy policy is available from the E2E Design Group website at www.e2edesign.com.au.