1. INTERPRETATION
The Consulting Engineer’s accompanying proposal sets out the scope of services (the “Services”) and is incorporated into this Agreement. This Agreement should be read in conjunction with that proposal.

2. PERFORMANCE
(i) The Consulting Engineer shall exercise reasonable skill, care and diligence on the performance of the Services as set out in the proposal and its obligations under this Agreement and shall only be liable to the extent it has failed to exercise such skill and care
(ii) The Consulting Engineer shall perform the Services in compliance with applicable laws and with due regard to applicable local standards
(iii) To the extent required by the Services, the Consulting Engineer shall direct and co-operate with other consultants engaged by the client and use reasonable skill and care to co-ordinate with their work but shall not be responsible for them or their performance.
(iv) The Client shall provide all information, approvals and access relevant and/or necessary to the provision of the Services and decisions on matters properly referred to it by the Consulting Engineer within a reasonable time so as not to delay the provision of the Services.

3. PAYMENT
(i) The Client shall pay the Consulting Engineer for the services the amount of fees and expenses set out in the proposal at the time and manner set out in the proposal.
(ii) All sums due shall be paid within 30 days of submission by the Consulting Engineer of its accounts to the Client and interest will accrue on late payments daily at 2% above the Bank Prime Rate.

4. DELAY
If the Consulting Engineer is delayed in performing the services it shall notify the client and if the cause of the delay is outside of the Consulting Engineers delay the Consulting Engineer will be able to recover any reasonable additional costs associated with the delay.

5. VARIATIONS & MODIFICATIONS
(i) The client may request variations to the services in writing and the Consulting Engineer shall prepare a proposal, indentifying any change to the fees and reimbursable costs at the Client’s cost.
(ii) If any specification, drawing or other document is required to be modified or revised for any reason that could not have been foreseen by the Consulting Engineer, including instructions from or on behalf of the Client the Client shall make additional payment to the Consulting Engineer to cover the additional costs incurred.

6. LIABILITY
(i) If it is found that either party is liable to the other damages (except where the claim arises from deliberate or reckless misconduct):
(a) damages shall be limited to the amount of reasonably foreseeable loss and damage suffered as a direct result of the breach
(b) the maximum amount of liability, whether in contract, tort (including negligence) or otherwise is limited to the amount stated in the proposal or if no amount is stated the lesser of $250,000 or two times the value of fees payable under this Agreement
(c) Each party’s liability shall be limited to that proportion which is attributable to that party’s breach.
(ii) The Client shall not make any claim against any individual employee or employees of the Consulting Engineer.
(iii) Neither party shall be liable for any loss or damage arising out of or in connection with this Agreement after the expiry of the period stated in the proposal or if no period is specified 6 years from completion of the Services.

7. INSURANCE:
The Consulting Engineer agrees to maintain professional indemnity insurance to the extent of its liabilities in Clause 6 and appropriate public liability and workers compensation insurance for the duration of the Agreement.

8. INTELLECTUAL PROPERTY
The Consulting Engineer shall retain all intellectual property rights in documents prepared the Consulting Engineer. The Client shall, subject to payment of fees due under this Agreement, be entitled to use them for the purpose for which they were intended.

9. CONFIDENTIALITY
Both parties shall keep all commercially sensitive information obtained by them confidential and shall not use it for any purpose other than as necessary to perform its obligations under this Agreement without the written approval of the other except where the information is required by law to be disclosed or is already in the public domain.

10. DISPUTES
(i) In the event of a dispute under this Agreement, the party shall inform the other party of the details of the dispute. The parties will endeavour to resolve the dispute by conciliation. (ii) If the parties are unable to resolve the dispute then the matter shall be referred to arbitration. The arbitrator shall be mutually agreed upon or failing such agreement shall be referred to arbitration as prescribed by the Arbitration Act in force in Singapore.

11. TERMINATION
(i) The Client may suspend the Services on written notice or terminate the Agreement on 30 days notice or in the event of the Consulting Engineer failing to remedy a breach within 10 days.
(ii) The Consulting Engineer may terminate the Agreement on 30 days notice if the Client fails to make payment within 30 days of the due date for payment or if the Services have been suspended for a period of more than 6 months.
(iii) The Consulting Engineer shall be entitled to payment for services carried out up to the date of termination and unless the Agreement is terminated because of the Consulting Engineer’s default to consequential costs, expenses, disruption incurred as a result of the suspension or termination.

12. GENERAL
(i) This Agreement shall be governed by Singapore law.
(ii) A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.
(iii) Notices under this Agreement shall be in writing and will take effect upon receipt of at the address stated in the Proposal. Delivery may be by hand, registered letter or by facsimile message against a written confirmation of receipts.

Signed for on behalf of the Consulting Engineer:
Signed for and on behalf of the Client:
Dated:

ASSOCIATION OF CONSULTING ENGINEERS SINGAPORE
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