

Road and Civil Surveys Pty Ltd

ABN 87 614 537 078

Standard Terms and Conditions

[Privacy Policy](#) · [Website Disclaimer](#) · [Communications](#)

Effective: April 2026

Privacy

Intent

Road and Civil Surveys Pty Ltd is committed to providing quality services to you, and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at www.oaic.gov.au.

1.0 What is Personal Information and why do we collect it?

1.1 Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect includes names, addresses, email addresses, phone and facsimile numbers.

1.2 This Personal Information is obtained in many ways including interviews, correspondence, by telephone and facsimile, by email, via our website rcsurveys.com.au, from your website, from media and publications, from other publicly available sources, from cookies and from third parties. We don't guarantee website links or policy of authorised third parties.

1.3 We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

1.4 When we collect Personal Information, we will where appropriate, and where possible, explain to you why we are collecting the information and how we plan to use it.

2.0 Sensitive Information

2.1 Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

2.2 Sensitive information will be used by us only:

For the primary purpose for which it was obtained

For a secondary purpose that is directly related to the primary purpose

With your consent, or where required or authorised by law.

2.3 Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case, we will take reasonable steps to ensure you are made aware of the information provided to us by the third party.

3.0 Disclosure of Personal Information

3.1 Your Personal Information may be disclosed in a number of circumstances including the following:

Third parties where you consent to the use or disclosure

Where required or authorised by law.

3.2 Your Personal Information is stored in a manner that reasonably protects it from misuse and loss, and from unauthorised access, modification or disclosure.

3.3 When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is, or will be stored in client files which will be kept by us for a minimum of seven years.

4.0 Access to your Personal Information

4.1 You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

4.2 Road and Civil Surveys Pty Ltd will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

4.3 In order to protect your Personal Information, we may require identification from you before releasing the requested information.

5.0 Maintaining the Quality of your Personal Information

5.1 It is important to us that your Personal Information is up to date. We will take reasonable steps to make sure your Personal Information is accurate, complete and up to date. If you find the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

5.2 Policy Updates — This Policy may change from time to time and is available on our website.

5.3 Privacy Policy Complaints and Enquiries — If you have any queries or complaints about our Privacy Policy, please contact us.

Services

Road and Civil Surveys Pty Ltd provides professional surveying services (“the Services”) to the Client (as noted on the quote form) (“the Client”) under commercial arrangements in accordance with the following Standard Terms and Conditions.

The Client agrees to be bound by and comply with the Standard Terms and Conditions as outlined below;

1. Scope of Works

The Client shall provide to Road and Civil Surveys Pty Ltd all necessary information and specifications relating to the Client’s requirements for the project (“Scope of Works”). The nature and extent of the services which Road and Civil Surveys Pty Ltd provides to the Client shall be determined on the basis of this Scope of Works. The Scope of Works shall be fully documented and agreed upon by Road and Civil Surveys Pty Ltd and the Client prior to the provision of the services.

2. Project Team

Road and Civil Surveys Pty Ltd will provide a Project Team capable of providing the services specified in the Scope of Works. Members of the Project Team may vary from time to time subject to availability, requirements of other Road and Civil Surveys Pty Ltd projects; leave requirements, specific skill sets applicable to different stages of the project, and other factors which may arise from time to time.

3. Fees

The fees for the project will be based upon the hourly and/or fixed rates as agreed in writing between Road and Civil Surveys Pty Ltd and the Client in respect of the provision of equipment, labour and ancillary services.

4. Operating Hours

Standard operating hours are between 06:00 and 18:00 Monday to Friday. Unless otherwise agreed between Road and Civil Surveys Pty Ltd and the Client, Road and Civil Surveys Pty Ltd will endeavour to complete all services during standard operating hours. If a situation arises which requires services to be provided outside the standard operating hours, reasonable attempts will be made by Road and Civil Surveys Pty Ltd to gain prior approval from the Client.

5. Amendment

No amendment or variation of the Road and Civil Surveys Pty Ltd standard terms and conditions is valid and binding on Road and Civil Surveys Pty Ltd unless it is in writing and signed by a director or other authorised officer of Road and Civil Surveys Pty Ltd.

6. Waiver

A provision of the Road and Civil Surveys Pty Ltd standard terms and conditions may not be waived except in writing and signed by a director or other authorised officer of Road and Civil Surveys Pty Ltd. No waiver or breach of any provision of the Road and Civil Surveys Pty Ltd standard terms and conditions shall constitute a waiver or breach of any other provision.

7. Disbursements

The Client shall reimburse Road and Civil Surveys Pty Ltd for all expenses reasonably and properly incurred in connection with the services provided to the project. Such disbursements shall include but not be limited to consumables, air travel and freight, accommodation, title and survey searching fees, data licence fees and the like.

8. Payment Terms

The Client shall pay the fees, including GST without any set-off or counterclaim whatsoever, to Road and Civil Surveys Pty Ltd within thirty (30) days of the date of the Road and Civil Surveys Pty Ltd invoice. Invoices will be submitted by Road and Civil Surveys Pty Ltd on either a weekly, bi-monthly or monthly basis, depending upon the nature of the project.

9. Variation to Costs

In the event that the Scope of Works for the provision of services is amended, Road and Civil Surveys Pty Ltd shall be entitled to review the value of the fees previously agreed, and the Client shall be obliged to pay all additional costs associated with such amended scope as is agreed in writing between Road and Civil Surveys Pty Ltd and the Client. Road and Civil Surveys Pty Ltd will only accept variation work from the Client's duly authorised representative. Where not instructed by the Client in writing, the Road and Civil Surveys Pty Ltd works docket shall effect the authorisation that variation works have been carried out as described. Variation charges apply for meetings and/or briefings, calculations, plan checking, issue of RFI's, field survey work, quality assurance checks and processes, plans and/or sketches, delivery of survey data and filing. The minimum site visit fee will also apply for variations.

10. GST

Goods and Services Tax (GST) shall be paid on the Road and Civil Surveys Pty Ltd fees in accordance with the current taxation laws. The amount of GST applicable to the fees will be identified separately in any fee proposal, and all Tax Invoices.

11. Overdue Payments

Road and Civil Surveys Pty Ltd shall be entitled to charge interest on the outstanding fees, the percentage rate being the current Reserve Bank of Australia cash rate plus three (3) per cent. Payment of the interest charges will not relieve the Client of the obligation to pay the outstanding fees. In relation to any Building and or Construction projects, all claims for payment made by Road and Civil Surveys Pty Ltd shall be subject to the Building and Construction Industry Security of Payment Act 1999 (NSW) or the equivalent legislation in the state or territory in which the Scope of Works is completed.

12. Set Off

The Client agrees and irrevocably authorises Road and Civil Surveys Pty Ltd to apply, or set-off, against the Client's account under this Agreement any sums which may be owed to the Client by any company within Road and Civil Surveys Pty Ltd group of companies.

13. Legal Costs

All legal costs (on a full indemnity basis), charges, duties and other expenses incurred by Road and Civil Surveys Pty Ltd in respect of this Agreement or the securities or other documentation required hereunder or in relation to registering, maintaining or releasing any security interest, charge or caveat (including the cost of registering any financing statement or financing change statement), or incurred as a result of the Client failing to perform its covenants and obligations contained herein, shall be paid by the Client to Road and Civil Surveys Pty Ltd. The expenses include, but are not limited to; the commission payable to a mercantile agent or a debt collector to pursue or recover outstanding monies pursuant to this agreement and the liability to pay this commission arises at the time the recovery is placed in the hands of the debt collector. The Client agrees that it is liable for and will pay any stamp duty assessed on this document.

14. Default

If the Client defaults in the due and punctual observance of all or any of its obligations or covenants under these terms and conditions, all monies owed by the Client to Road and Civil Surveys Pty Ltd shall become immediately due and payable.

15. Copyright Retained

Road and Civil Surveys Pty Ltd shall retain copyright in all proposals, tenders, documents, drawings, calculations, designs, plans and data ("the Data") prepared by it in relation to the project, and in any works executed from them. Road and Civil Surveys Pty Ltd also reserves all present and future moral rights in all intellectual property in the Data, and in any works executed or to be executed from them. The Data must not be given, reproduced or disseminated, to any person, public authority, institution or organisation without the express permission of a duly authorised representative of Road and Civil Surveys Pty Ltd.

16. Licence to Use the Data

Road and Civil Surveys Pty Ltd shall grant the Client a licence to use the Data in connection with the project, conditional upon the following:

the licence applies only to the project or that part of the project to which the Data relates;

Road and Civil Surveys Pty Ltd has completed the particular stage or stages of the project for which Road and Civil Surveys Pty Ltd has been commissioned; and

all fees properly due to Road and Civil Surveys Pty Ltd have been paid.

17. Employment of Road and Civil Surveys Pty Ltd Personnel

Approaches made whether directly or indirectly to Road and Civil Surveys Pty Ltd personnel regarding employment opportunities with the Client or a related entity or associate of the Client (as defined in the Corporations Act) during the provision of services by Road and Civil Surveys Pty Ltd to the Client, or within 12 months of cessation of those services, would place those individuals in breach of their Road and Civil Surveys Pty Ltd Employment Contracts. Consequently, irrespective of which party initiates discussions in this regard, the process for determining an equitable outcome for all parties shall be as follows:

Should the Client or a related entity or associate of the Client (as defined in the Corporations Act) wish to make an Employment Offer to a Road and Civil Surveys Pty Ltd employee, the Client shall ensure direct contact in the first instance should be made with the Road and Civil Surveys Pty Ltd Director responsible for that project.

The Road and Civil Surveys Pty Ltd Director will then act as the point of liaison between the Client or a related entity or associate of the Client (as defined in the Corporations Act) and the respective Road and Civil Surveys Pty Ltd employee in relation to the offer, as well as in relation to the logistics of the transfer of employment should the offer be accepted.

The Client shall acknowledge that Road and Civil Surveys Pty Ltd develops and trains its employees to a high standard in order to provide the highest level of service to its Clients. Accordingly, should any offer of employment by the Client or a related entity or associate of the Client (as defined in the Corporations Act) to a Road and Civil Surveys Pty Ltd employee be accepted, the Client shall recompense Road and Civil Surveys Pty Ltd to the value of 50% of the total remuneration package offered and accepted by the employee.

18. Dispute Resolution

In the event of a dispute between the parties, either party may serve a notice on the other detailing matters of dispute and requiring that senior representatives of each party meet and attempt to settle the dispute within five (5) working days. If the dispute is not settled by the senior representatives within ten (10) working days of the service of the notice, the parties shall agree to refer the dispute to mediation by a single mediator. Either party may initiate mediation, the costs of which shall be shared equally by the parties. If the parties cannot agree upon the identity of the mediator, the dispute shall be referred for mediation to a mediator nominated by the Resolution Institute.

19. Termination

Road and Civil Surveys Pty Ltd may terminate the Agreement entered into with the Client:

If the Client defaults in the due and punctual observance of all or any of its obligations or covenants under that Agreement

In the event of monies payable to Road and Civil Surveys Pty Ltd pursuant to these terms and conditions being outstanding for more than thirty (30) days;

In the event of any other breach by the Client of its obligations under such Agreement, which breach is not remedied within thirty (30) days of written notice from Road and Civil Surveys Pty Ltd requiring the breach to be remedied;

In the event the Client requires Road and Civil Surveys Pty Ltd to act unlawfully or unethically, or fails to provide an adequate Scope of Works and associated instructions;

Upon giving the Client thirty (30) days written notice of its intention to do so; and

If the Client takes or shall have taken against it any action for its winding up, placement under official management, administration or receivership or is unable to pay its debts or anything analogous, or having substantially similar effect, occurs.

The Client may terminate its obligations under any Agreement entered into with Road and Civil Surveys Pty Ltd:

In the event of a breach by Road and Civil Surveys Pty Ltd of its obligations under such Agreement, which breach is not remedied within thirty (30) days of written notice from the Client requiring the breach to be remedied;

Upon giving Road and Civil Surveys Pty Ltd thirty (30) days written notice of its intention to do so.

If the Agreement is terminated by either party, the Client is still obligated to pay all monies owed to Road and Civil Surveys Pty Ltd for services performed up to and including the date of termination pursuant to these terms and conditions as well as for the costs incurred by Road and Civil Surveys Pty Ltd in relation to demobilising personnel and equipment from site.

20. Project Site — Construction, Building and Civil

The project site must be prepared by the Client prior to any survey works commencing. Any delays or rescheduling costs incurred will be an additional charge under the terms and rates herein. Specifically, the Client must ensure that the working area is clear, dry, clean and free of materials, plant and equipment, and above all, a safe working environment. Road and Civil Surveys Pty Ltd shall not be providing task lighting, scaffold, stairs or the like on the designated project site.

21. Project Site — Road and Civil Surveys Pty Ltd

Access arrangements to the site are to be the responsibility of the Client. The price quoted assumes that access to the site will be unhindered. The Client must ensure that the site is a safe working environment and complies with all occupational health and safety requirements and that any potential dangers are communicated to Road and Civil Surveys Pty Ltd before entry to the site. Any delays or rescheduling costs incurred will be an additional charge under the terms and rates herein.

22. No Warranties

Notwithstanding anything contained herein the Client acknowledges that no representation, warranty or condition, express or implied, is given by Road and Civil Surveys Pty Ltd that the services provided comply with the rules, regulations, laws and legislation of the place where the services are being provided and Road and Civil Surveys Pty Ltd will not be liable under any circumstance for any claims, losses or damages of any kind whatsoever (including but not limited to any indirect, special or consequential damage or injury to any person, corporation or other entity) by reason of or arising out of the services not complying with such rules, regulations, laws and legislation, or by reason of or arising out of any inaccuracy, error or omission in the information provided by or to Road and Civil Surveys Pty Ltd.

Where the Australian Consumer Law and other laws imply conditions or warranties in certain contracts and also give parties to those contracts certain other rights against suppliers of goods and services, to the extent that it is not lawful or possible to exclude them, then such conditions, warranties or other rights shall (but only to the extent required by law) apply to these terms and conditions and all other conditions, warranties or rights which might but for this provision be implied are hereby expressly excluded. Where the law implies any term or warranty into these terms and conditions which cannot be excluded, then the liability of Road and Civil Surveys Pty Ltd for any breach of such term will be limited in the manner permitted under section 64A of the Australian Consumer Law to either supply of the services again or payment of the cost of having the services supplied again (as Road and Civil Surveys Pty Ltd may determine).

23. Charge

The Client hereby in favour of Road and Civil Surveys Pty Ltd charges and mortgages with the due and punctual payment of all monies due to Road and Civil Surveys Pty Ltd and the due and punctual and complete performance of all its liabilities and obligations herein or on any account whatsoever all its legal and equitable interest of whatsoever nature held in any real property both present and future and the Client hereby consents to Road and Civil Surveys Pty Ltd lodging a caveat or caveats noting its proprietary interest hereunder.

24. Security Interest

The Client grants a security interest in all of its present and after acquired property and in all of its present and future rights, title, estate and interest, whether legal and equitable, in relation to any personal property, including any debts owed to the Client, in favour of Road and Civil Surveys Pty Ltd to secure the performance of its liabilities and obligations hereunder or on any account whatsoever.

For the purpose of this clause and other relevant clauses in this Agreement “PPSA” means the Personal Property Securities Act 2009 and the expressions “accession”, “collateral”, “financing statement”, “financing change statement”, “security agreement”, “security interest”, “perfected security interest” and “verification statement” have the meanings given to them under, or in the context of the PPSA.

- (i) If requested by Road and Civil Surveys Pty Ltd the Client must immediately sign any documents, provide all necessary information and do anything else required by Road and Civil Surveys Pty Ltd to ensure that the security interest created in Road and Civil Surveys Pty Ltd’s favour is a perfected security interest.
- (ii) The Client must not grant any other security interest in favour of any party until Road and Civil Surveys Pty Ltd has perfected its security interest created under this Agreement.
- (iii) The Client must not do or permit anything to be done that may result in the security interest granted to Road and Civil Surveys Pty Ltd ranking in priority behind any other security interest.
- (iv) To the fullest extent permitted by the PPSA the Client agrees to contract out of the application of the provisions listed in sections 115(1) and 115(7) and the sections listed therein shall not apply.
- (v) The Client hereby waives any rights the Client may otherwise have to:
 - (a) receive any notices or statements the Client would otherwise be entitled to receive under sections of the PPSA including for the avoidance of any doubt the sections referred to in sections 115(1) and 115(7) of the PPSA;
 - (b) apply to a Court for an order concerning the removal of an accession under section 97 of the PPSA;
 - (c) object to a proposal of the Client to purchase or retain any collateral under sections 130 and 135 of the PPSA; and
 - (d) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest created under this document.

25. Trustee

The Client warrants and agrees that where it is, at the time of executing this document or at any time thereafter, a trustee of any trust (the “Trust”): (a) to produce a stamped copy of the Trust deed (with all amendments) if and when requested by Road and Civil Surveys Pty Ltd; (b) that it has full power and authority to execute, or continue with its obligations under, this Agreement on behalf of the Trust as it is doing so in its individual capacity and in its several capacity as trustee; (c) that it shall be bound by the terms and conditions of this Agreement in its individual capacity, or further or alternatively, in its

several capacity as trustee; and (d) that the assets of the Trust shall be available to meet payment of its obligations to Road and Civil Surveys Pty Ltd.

26. Default

If the Client (a) defaults in the due and punctual observance of all or any of its obligations or covenants under this agreement; or (b) takes or shall have taken against it any action for its winding up, placement under official management, administration or receivership or is unable to pay its debts or anything analogous, or having substantially similar effect, occurs, then all monies owed by the Client to Road and Civil Surveys Pty Ltd shall become immediately due and payable to Road and Civil Surveys Pty Ltd without prejudice to any right or remedies open to it may:

- (a) treat as discharged all or any obligation arising from any agreement with the Client;
- (b) retain any security given or monies paid by the Client or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum of money owed or owing by the Client to Road and Civil Surveys Pty Ltd;
- (c) appoint in writing any person or persons to be a receiver or receiver and manager of the property charged under clauses 23 and 24 above or any part of the charged property. The receiver so appointed shall be the agent of the Client and the Client shall be solely responsible for all acts and omissions by the receiver appointed under this clause and for the remuneration of the receiver.

Disclaimer

1.1 Road and Civil Surveys makes every effort to ensure that information contained in these pages are accurate. However, no liability is accepted arising from reliance upon the information contained in these pages or any other information accessed via this site.

1.2 We are not liable for any special or consequential damages resulting from your use of, or your inability to use, the materials in this site or any linked site, including, but not limited to, lost profits, business interruption and loss of programs or other data on your information handling system. In no event shall our total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing this site or any linked site.

1.3 Road and Civil Surveys Pty Ltd is not responsible for the content or reliability of the linked websites and does not necessarily endorse the views expressed within them. Listing shall not be taken as endorsement of any kind. We cannot guarantee that these links will work all of the time and we have no control over availability of the linked pages.

1.4 The materials at this site and any linked site are provided “as is” and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, warranties of title and implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the functions contained at this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components.

2.0 Third Party Links

2.1 This website contains links to information hosted on other internet sites, which are maintained by third parties. Road and Civil Surveys Pty Ltd is not responsible for any content that is being provided by others.

Communications

1.0 Hours of communication 7am–5pm Monday – Friday. Communication will not occur outside of business hours unless there is evidence of mutual emergency.

2.0 Accepted methods of communication

Communication should be directed to a staff member authorised to make related decisions.

2.1 Via email — RFI's, Scope of work, Contracts, Quotes, Feedback, Support.

2.2 Over-the-phone — Emergencies, General correspondence and follow-up of emails.

2.3 Social Media — Non-job or project specific subject matter and general feedback on our services only.

3.0 Communication Turn Around

3.1 Missed calls within 1 business day.

3.2 Emails within 2 business days.

3.4 Emergencies should be directed to a personal mobile phone with a follow up SMS message titled 'Emergency'. We will respond ASAP.

4.0 Unacceptable methods of communication

4.1 We will not respond and/or take action against you to desist and seek compensation for unnecessary damages if we observe use of language, including divisiveness of action or inaction.

5.0 Enquiries

5.1 Use the provided channels of communication on our website and published media via click-through, email or phone number to the relevant staff member.