



**TERMS AND CONDITIONS OF SUPPLY**

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EnergyQuest Pty Ltd 139 665 295 as trustee for the EnergyQuest Trust ABN 18 503 484 404 (EQ)  
Level 30, 91 King William Street, Adelaide SA 5000 Australia  
Ph: (61 +8) 8431 7903 Mobile: (061) 419 828 617 Email: gbethune@energyquest.com.au  
www.energyquest.com.au

**About these terms**

1. The Client acknowledges having had fair opportunity to read, understand and negotiate with EQ regarding these terms.
2. Subject to any special written offer by EQ or as EQ may agree in writing, these terms form part of each contract for EQ to supply to the Client either:
  - 2.1 a publication of EQ not commissioned by a particular Client (such as EnergyQuarterly, Australian LNG Monthly report, East Coast Gas Outlook), a Multi-client Report (MCR); or
  - 2.2 a report or recommendation of EQ commissioned by a particular Client (a **Consultancy**).
3. The Client accepts these terms if after receipt of a copy of these terms or being able to access these terms on EQ's website, the Client places an order for an MCR or Consultancy. The Client's failure to acknowledge these terms is not evidence these terms do not apply. These terms negate any terms the Client may issue.
4. At any time EQ may change these terms by so notifying the Client or by an alert on EQ's website. Any such change applies to any contract for an MCR or Consultancy that forms 2 days after the change was so notified or alerted.

**Multi-client Reports**

5. If the Client subscribes to an MCR as Single User, the Client must nominate a single team (maximum 3 people) in its enterprise to be afforded access to the MCR; if subscribing as a Corporate User the Client may allow any people in its enterprise to access the MCR.
6. The Client must not allow any other person/s (individuals, consultants, investors, joint venture partners, corporations or government bodies) access to the MCR or any extract from it. Nor may the Client cite or reference the MCR (or extract from it) in any material published in any form by or for the Client, without the written permission of EQ.
7. An MCR is necessarily of a general nature, does not constitute advice based on the particular circumstances of the Client and must not be relied on in making decisions in the Client's enterprise.
8. Unless otherwise stated, material in an MCR (includes text, images, tables and graphics) is copyright of EQ.
9. EQ reserves the right to suspend or terminate a subscription without giving reasons, subject to refund of any subscription fee paid to EQ in advance.

**Consultancy**

10. Any promotional materials EQ publishes only give a general idea of its services on offer and cannot be relied on for any purpose.



11. EQ is not competent or licensed to provide financial services advice (such as whether to acquire, hold, vary or dispose of an investment), taxation advice, legal advice, valuation advice, engineering or technical advice, and if the Client has need of that advice they should always seek it from a qualified person.
12. Unless otherwise stated, an EQ quotation for a Consultancy expires 30 days after sent. A quotation for a stated scope of work is only valid for that particular scope. EQ may vary / withdraw its quotation before EQ in fact receives the Client's acceptance of the quotation.
13. If the Client wishes to engage EQ as a consultant, a contract for the Consultancy (**Consultancy Contract**) only forms when EQ either agrees in writing (including by email exchange) or commences work for that Consultancy.
14. A Consultancy Contract is comprised of these terms as read with and subject to the 'brief' (scope of work, timetable and other particulars) as last issued by the Client before the Consultancy Contract formed. The brief may not change thereafter except with EQ's consent. Consent may be conditional, such as a revision of the fee to be paid to EQ. If the brief changes, these terms also apply to the brief as changed. A Consultancy Contract may only be modified or cancelled as the parties agree in writing (includes by email exchange).
15. If for a Consultancy EQ reasonably requires from the Client any direction, information or access to the Client's staff or records or premises, the Client must provide that input promptly and without charge.
16. If in a Consultancy EQ acts on a direction given by the Client that action is wholly at the Client's risk.
17. If in a Consultancy EQ uses information sourced from the Client or from a third party believed by EQ to be reputable, EQ may rely on that information without enquiry and the use of that information is wholly at the Client's risk. If the Client is the source of such information the Client warrants it has right to disclose that information to EQ and that the information does not infringe any third party's rights or applicable law.
18. If for a Consultancy the Client provides any proprietary information (such as infrastructure information or survey data) to EQ, EQ does not obtain any ownership or security interest in that information, and in addition to term 27 (confidentiality) EQ may use that information only for the purposes of the Consultancy. The Client may require EQ to destroy or erase permanently that information in EQ's possession or control when the Consultancy terminates.
19. The Client acknowledges that EQ almost exclusively conducts this work in a Consultancy through the use of subcontractors. EQ acknowledges that it remains liable for the due performance of the Consultancy notwithstanding EQ's use of subcontractors in the course of the Consultancy.
20. EQ must immediately notify the Client if EQ becomes aware of EQ having a conflict of interest or a significant risk of a conflict in performance of the Consultancy Contract. If EQ has a conflict of interest that cannot be managed to the Client's satisfaction, the Client may terminate the Consultancy Contract without penalty.
21. Where in a Consultancy EQ issues an oral or written report or opinion (a **deliverable**):
  - 21.1 any historical information therein is not necessarily an indicator of future performance;
  - 21.2 any estimate, projection or forecast therein would be based on various assumptions (which might not be stated) and on subjective beliefs, opinions and estimates of EQ as of the date the deliverable issues;
  - 21.3 EQ is not obliged to update any forward-looking information as above if those beliefs, opinions or estimates should change or to reflect other future developments;
  - 21.4 the deliverable is confidential to EQ and the Client must not, without EQ's written approval, allow any person (individuals, consultants, investors, joint venture partners, corporations or government body) outside the Client's enterprise to access the deliverable (or extract from it). In addition the deliverable



must not be cited or referenced in any material published externally by the Client without EQ's written approval.

- 21.5 unless otherwise stated, the deliverable (includes text, images, tables, calculations, models, graphics and intellectual property) is and remains the property and copyright of EnergyQuest. The Client has a non-exclusive, non-assignable, non-delegable, irrevocable licence to use and reproduce the deliverable for, and only for, the purpose for which originally intended and known to EQ, conditional upon the Client having paid EQ for that deliverable.
22. Unless otherwise agreed in writing (includes by email exchange), EQ would charge a fee for a Consultancy in Australian dollars (AUD) (exclusive of GST), for payment by the Client in AUD within 30 days after completion of the Consultancy and by electronic transfer in clear funds to a bank account nominated by EQ in exchange for an invoice from EQ. However, if the Consultancy is expected to run for an extended period EQ may issue interim invoices monthly with a final invoice to follow after completion of the Consultancy.
23. In addition to such fee, EQ may recover from the Client an amount equal to the GST for which EQ becomes liable by the Consultancy being a taxable supply to the Client, conditional upon EQ issuing a tax invoice for that payment.
24. EQ may not claim against the Client for any cost or expense (other than GST) EQ incurs in a Consultancy as an addition to its fee except to the extent provided for in the Consultancy Contract or approved in writing by the Client.
25. The Client must not deduct from EQ's invoice/s any set off, counterclaim or rebates asserted by the Client or other sum (such as taxes, charges).
26. If payment of EQ's invoice is late, then in addition to its other rights and remedies EQ may recover from the Client daily interest at 10% per annum on the unpaid amount calculated from the date the payment was due. Interest not paid for 30 days adds to the debt (is capitalised), and thereafter attracts interest.
27. A party to a Consultancy Contract must not at any time make improper use or disclosure of any information about the affairs of the other party or any information the use or disclosure of which information is regulated by the *Privacy Act 1988*, or the *Australian Privacy Principles* obtained in negotiations for, or in performance of, the Consultancy Contract. The fact and terms of the Consultancy Contract are information to which the above applies to the benefit of all parties jointly. To obtain a copy of EQ's *Privacy Policy*, contact EQ.
28. Subject to term 20 (conflict of interest) and term 27 (confidentiality), a Consultancy does not prevent EQ from consulting to any third party, such as a competitor of the original Client.
29. EQ must use reasonable care in carrying out a Consultancy. Otherwise, EQ does not give any other warranty, condition or guarantee in connection with the conduct of the Consultancy unless required by law (for example, *Australian Consumer Law*).
30. As a continuing obligation (including after the Consultancy Contract terminates) the Client indemnifies and holds harmless EQ against any claim for any loss, damage, personal injury or death to the extent caused by the Client's improper distribution, sharing or use of a deliverable.
31. EQ accepts no liability to anyone other than the Client. The Client may not assign or declare a trust of a Consultancy Contract or the benefit of a service in the Consultancy without EQ's prior written consent. Consent may be conditional.
32. If in a Consultancy Contract, the Client is more than 1 person, that contract binds each such person jointly and severally, and each of them is taken to have authority to bind the other/s in connection with the contract, including that a notice to / from any such person is notice to / from all of them. If the Client nominates a third party as the recipient of service in a Consultancy or as the addressee of an invoice for the Consultancy, the initial Client remains liable.



33. A party is not liable for a failure to perform a Consultancy Contract to the extent its performance is prevented by a circumstance not within that party's reasonable control and without its negligence.
34. Any provision of a Consultancy Contract that is unenforceable at law must be read down to the extent necessary to avoid that result, or if it cannot be read down it must be severed without affecting the validity and enforceability of the remainder of the contract.
35. A Consultancy Contract constitutes the parties as independent contractors and not as partners, joint venturers, principal and agent, or trustee and beneficiary for any purpose.
36. The laws in South Australia govern a Consultancy Contract, and EQ has exclusive right to nominate the court in which any legal action is to be commenced and conducted. The parties submit irrevocably to the jurisdiction of those courts, and any courts that have jurisdiction to hear appeals from those courts.