

Wednesday, 25 March 2026



WESTERN
ENVIRONMENTAL

Our Ref: A23.122_PRO_STG15B_BMPC_BAL_0_FINAL

(08) 6162 8980

QUBE Property Group
Suite 3, Level 1
437 Roberts Road
SUBIACO WA 6008

PO Box 437, Leederville, WA 6903
enquiries@westenv.com.au

ATTENTION: Michael Mignacca

SUBJECT: FEE PROPOSAL – BUSHFIRE CONSULTING SERVICES: STAGE 15B APSLEY ESTATE, MANDOGALUP

Thank you for the opportunity to submit a proposal to provide bushfire consulting services for Stage 15B of the Apsley Estate in Mandogalup (the subject site).

Western Environmental Pty Ltd. (WEPL) understand that in order to obtain Titles for lots within the subject site, the development must be assessed against bushfire management measures within the Bushfire Management Plan (BMP) prepared for the subject site, and certified as compliant.

WEPL propose to undertake the scope of works below to assist with the project.

Scope of works

Stage 1: BMP Compliance report

WEPL will undertake a site visit to inform the required compliance assessment. Following this site visit, a BMP compliance report will be prepared which will contain an assessment for Stage 15B.

It is understood that not all civil works on site will be fully complete at the time of assessment. In these cases, likelihood of compliance will be assessed using a combination of approved engineering drawings and works completed.

Stage 2: Bushfire Attack Level (BAL) assessment (Optional)

As per previous stages, WEPL can prepare a BAL assessment report based on current site conditions. The BAL assessment report will be prepared in accordance with *Australia Standard 3959: 2018 Construction of buildings in bushfire prone areas*.

Individual BAL certificate can also be prepared for each lot, if required.

Costs and project team

A fee breakdown of each stage is provided below:

- Stage 1: BMP Compliance Report: **\$3,300 ex. GST**
- Stage 2: BAL Assessment Report: **\$2,800 ex. GST**

If individual BAL certificates are required for each lot, these will be charged at a fee of \$150 ex. GST per lot.

The project will be serviced by a qualified team of bushfire practitioners led by Daniel Panickar (Senior Principal/Partner and Level 3 BPAD accredited practitioner). Daniel has undertaken over 1,500 bushfire assessments across Australia and is highly experienced in bushfire and environmental approvals in the urban development, tourism and infrastructure sectors.

Assumptions and Exclusions

- Alterations to plans after acceptance of proposal which affect the scope of works for the project may incur a fee variation. A variation would likely be required with:
 - A change in the study area or a need for reassessment of the site or bushfire protection measures after site inspection has occurred.
 - Changes in the development design after draft deliverables are provided (not resulting from our report), or a requirement to assess more than one version of the development layout.
- Any services of any kind after the final reports are provided (e.g. response to agency comments) will be charged on a fee for service basis as required.
- The proposal does not include the following services:
 - Method 2 BAL assessments.
 - Updates to the existing BMPs.
 - Bushfire Attack Level (BAL) assessment/s.
 - Site inspections, beyond those identified within the scope of works.
 - Site inductions.

Conclusion

Thank you for the opportunity to provide this proposal, should you wish to proceed, we request that you sign and return the Agreement for Engagement document under the Schedule to our office for execution. If you would like to discuss any aspects of this proposal further, please do not hesitate to contact the undersigned.

Yours sincerely,

Western Environmental Approvals Pty Ltd



DYLAN WRAY
Principal Bushfire Consultant

Schedule

- Agreement for Engagement



SCHEDULE Agreement for Engagement

WESTERN ENVIRONMENTAL APPROVALS PTY LTD

AGREEMENT FOR ENGAGEMENT

PROJECT NAME/ADDRESS:

.....

THIS AGREEMENT IS MADE THE..... DAY OF 20__
between

.....
(Client name)

of

.....
(Client address)

Client ABN Contact telephone number

AND

WESTERN ENVIRONMENTAL APPROVALS PTY LTD (ACN 652 083 013) of Unit 5, 162 Colin St, West Perth WA, 6005 (WEPL).

IT IS AGREED AS FOLLOWS:

1. The Client engages WEPL to provide those services (**the Services**) for the abovementioned project (**the Project**) which are specified in the accompanying Proposal (**the Proposal**). Any reports, notes, specifications, drawings, designs, statistics, models, data, results, estimates, projections, recommendations, costings, calculations, and other information or data required to be compiled or prepared by WEPL in connection with the Services are hereinafter referred to as the "**Deliverables**". Any deliverables issued, will be subject to the Standard WEPL "Statement of Limitations" which relates to, amongst other items, copyright, the scope of services, reliance on data which underpins the report, conclusions stated, and the parties who may rely upon the report.
2. WEPL shall perform the Services described in the Proposal and comply with all lawful and reasonable instructions given by the Client in respect of this Agreement, to the extent those directions are not inconsistent with this Agreement or the Proposal.
3. WEPL shall exercise a professional standard of skill, care and diligence in the performance of the Services and its other obligations under this Agreement.
4. WEPL shall promptly notify the Client of any matter which comes to its attention which will or is likely to change, or has changed the scope, or timing of the provision of, the Services.
5. Client Obligations:
 - (a) The Client shall promptly make available to WEPL all information:
 - i) relating to the Client's requirements for the Services; and



- ii) which WEPL reasonably requires to perform the Services or which may reasonably be expected to impact on the performance of the Services.
 - (b) Without limiting clause 5(a), in the event that any document or report which WEPL is required to prepare as part of the Services is reliant on any designs, data, plans or other information developed or owned by or in the possession of the Client, the Client:
 - i) will promptly provide WEPL with such information; and
 - ii) grants to WEPL an irrevocable, non-exclusive, non-transferable and royalty-free licence to include and use such information, and any trade names, brands or logos of the Client, in, and to the extent required to prepare, such documents and reports.
 - (c) The Client agrees to secure for WEPL reasonable access to all site locations where any of the Services are to be performed and to inform WEPL of the boundary lines of each such site. While WEPL will take reasonable steps to identify services using recognised means it is the responsibility of the Client to inform WEPL of the location of all improvements (including underground structures) and utilities on each such site, including tanks, piping, water, telephone, electric, gas and sewer lines, and of any hazardous site conditions or hazardous materials located on each such site to which WEPL may be exposed while performing the Services.
 - (d) WEPL shall be entitled to rely on all information provided to it by the Client or any other person without any requirement to verify the accuracy or completeness of the same. If any information provided by the Client (including under clause 5(c)) or any other person is incomplete or inaccurate, the Client releases and discharges WEPL from, and indemnifies WEPL from and against, any liability or responsibility in connection with:
 - i) any inaccuracy, error, omission, defect or fault in the Services or any of the Deliverables; and
 - ii) any damage caused by WEPL or its officers, employees, agents or contractors to any improvements, utilities or real or personal property; and
 - iii) any personal injury or death occasioned to any person, including without limitation to WEPL, the Client or any of its or their officers, employees, agents or contractors,to the extent the same is caused, occasioned or contributed to by such incomplete or inaccurate information.
 - (e) Whenever WEPL requests the Client to provide information, make decisions or review materials, the Client shall respond as soon as reasonably possible.
 - (f) The Client is responsible for obtaining all applicable permits, licences and approvals and for giving all notices which are required to be given at law and must pay all costs, fees, deposits, charges, taxes and expenses in connection with the Services (other than WEPL's own income and payroll taxes), unless specifically identified in the fee proposal as being the responsibility of WEPL.
 - (g) The Client must notify WEPL of any matter of which it becomes aware that may impact on WEPL's performance of the Services, including any change in the scope, timing or complexity of the Services.
 - (h) The Client shall be responsible for and indemnifies WEPL from and against any Claim in respect of personal injury including death or disease or loss or damage to property of any person to the extent that such injury, loss or damage is caused by any negligent act or omission of the Client or any breach by the Client of its obligations under this Agreement.
 - (i) The Client shall act reasonably and in good faith in exercising its rights and obligations under this Agreement.
6. Payment and Invoicing:
- (a) The Client must pay to WEPL the fees and reimbursable expenses:
 - i) at the times and in the manner set out in clause 6(b) and the Proposal; and
 - ii) in full, and without any set-off, deduction or withholding.



- (b) WEPL will give to the Client an account for the Services performed and for reimbursable expenses actually incurred each fortnight/month (*mark appropriate term*) or at the conclusion of the provision of the Services. The Client must pay the full amount owing in respect of each account within 14 days of the receipt of the account (unless otherwise provided to the contrary in the Proposal).
- (c) The Client must pay to WEPL (in addition to, and at the same time as payment is due of, the amounts specified in clause 6(a)) any goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999* payable by WEPL, at the then prevailing statutory rate, in relation to any supply of goods and/or services made by WEPL to the Client under this Agreement.
- (d) If the Client fails to pay any amount due by it under this clause 6, without limiting any other right or entitlement of WEPL:
 - i) the amount unpaid will bear interest at a rate of 8% per annum from the date that such amount was first due until it is paid; and
 - ii) WEPL may give the Client written notice stating that payment has not been made and that the performance of the Services may be suspended if payment is not made within 14 days of the date of receipt of such written notice. If the failure to pay continues at the expiration of this fourteen days notice period, WEPL may suspend further performance of the Services until payment is made. The Client must reimburse WEPL for all reasonable costs and expenses incurred as a result of such suspension and subsequent resumption.
- (e) If suspension of the Services under clause 6(d)ii) continues for a period of three months, WEPL may terminate the Services and the provisions of clause 15(d) will apply.

7. Insurance:

WEPL shall, at WEPL's own expense, effect and maintain throughout the term of this Agreement Workers Compensation Insurance; Public Liability Insurance with a limit of \$20M per claim; and Professional Indemnity Insurance with a limit of \$5m per claim and \$10m in the aggregate, in the name of WEPL.
Limitation of Liability:

8. Limitation of Liability

- (a) In this clause 8, "**Claim**" includes any claim, demand, account, costs, expense (including all legal costs and disbursements whether incurred by or awarded against a party), damage, action, suit or proceedings whether arising in contract, tort (including negligence), under statute (including the *Competition and Consumer Act 2010* (Cth) and corresponding State-based legislation) or otherwise at law or in equity.
- (b) To the maximum extent permitted by law, WEPL excludes all implied conditions, guarantees and warranties.
- (c) WEPL will not have any liability under this Agreement (including for damages for breach) unless the Client has given WEPL notice of its Claim on or before the date which is 12 months after the date of completion of the Services.
- (d) WEPL's liability to the Client for a breach of any non-excludable statutory warranty will, to the maximum extent permitted by applicable law, be limited, at the option of WEPL, to:
 - i) supplying the Services again; or
 - ii) paying the cost of having the Services supplied again.

The Client agrees that if WEPL complies with this obligation then, to the maximum extent permitted by applicable law, this will be the Client's sole remedy for that breach of warranty and WEPL will have no further liability to the Client for the breach.

- (e) WEPL will not have any liability for:
 - i) any indirect, incidental, exemplary, consequential, punitive or special loss, damage, cost or expense;
 - ii) loss of profits, business, savings, goodwill or revenue,(of any kind whatever and however caused), whether arising under contract, tort (including negligence) or otherwise and even if WEPL had been advised of their possibility.



- (f) WEPL will not be liable for any liability or loss to the extent that it is caused or contributed to by the fault of the Client or any other person. Where negligence is found to have been contributory, each party must bear responsibility in accordance with that party's proportionate fault.
- (g) Notwithstanding anything to the contrary in this Agreement, except clause 8(d) with respect to non-excludable statutory warranties, WEPL's maximum total aggregate liability to the Client and all third persons arising out of or in connection with any Claim under or in connection with this Agreement (including, without limitation, in connection with rectifying any defective Services) shall be limited to the total fees (exclusive of GST) actually paid by the Client to WEPL under this Agreement in connection with the Project .

9. Emergency Situations:

The Client appoints WEPL as its agent to act in the name of and on behalf of the Client in emergency situations where danger to persons or damage to the Project appears imminent.

10. Intellectual Property Rights:

- (a) In this clause 10 and in clause 11, the following words have the following meanings:
 - i) **Intellectual Property Rights** means all intellectual and industrial property rights, whether protectable by statute, at common law or in equity, including copyright and similar rights which may subsist in works or any subject matter, moral rights, rights in relation to trade marks (whether registered or not registered), rights in relation to inventions (including patents and patent applications), rights in relation to designs (whether registrable or not registrable), circuit layout rights, trade secrets and know-how and any other analogous rights; and
 - ii) **WEPL Background IP** means any Intellectual Property Rights owned or possessed by WEPL prior to and as at the commencement date of this Agreement including any improvements, enhancements or modifications made thereto in the course of the performance of the Services.
- (b) WEPL retains and owns all property in, and all Intellectual Property Rights in and to:
 - i) the WEPL Background IP; and
 - ii) the Deliverables .
- (c) WEPL grants to the Client a non-assignable, non-exclusive, non-transferable, royalty-free, irrevocable licence to use the Deliverables and the Intellectual Property Rights therein for the purpose of the Project only.

11. Deliverables

- (a) WEPL accepts no responsibility or liability in relation to the Services and the Deliverables:
 - i) for use or application in connection with any purpose other than the Project;
 - ii) to the extent that WEPL has relied on information, data or any other material provided by the Client, or its officers, employees, agents or contractors, or any other person in performing the Services or producing the Deliverables;
 - iii) to the extent rendered incorrect or inaccurate as a result of any act, event, matter, circumstance or thing which arises after the date of issue of the Deliverables;
 - iv) if the Client has not fully paid WEPL all amounts due pursuant to this Agreement.
- (b) Any Deliverables provided to the Client may only be reproduced in final form and in their entirety and the Client may only rely on the final form of any Deliverables provided to the Client. WEPL accepts no responsibility or liability for any other form of the Deliverable.
- (c) The Services and Deliverables provided by WEPL in connection with this Agreement are for the sole use of the Client and the Client must not disclose or permit to be disclosed the Services or the Deliverables or any portion of them to any third person without the prior written consent of WEPL.



- (d) Whether or not consent is provided by WEPL under clause 11(c):
 - i) WEPL accepts no liability or responsibility whatsoever in respect of any use of or reliance upon the Deliverables by any person other than the Client; and
 - ii) the Client must indemnify and keep indemnified WEPL and its officers, employees, agents and contractors against all Claims for which they may become liable to any third person in connection with or arising out of the disclosure to or use by that third person of the Deliverables, including disclosure to or use by any bank or financial institution.

12. Reporting:

To the extent that WEPL may be required by law to disclose the results of the Services or any of the Deliverables to any governmental or regulatory agency, the Client acknowledges and agrees that WEPL may, and authorises WEPL to, make those disclosures in consultation with the Client.

13. Force Majeure and Delay:

- (a) In this clause 13, "**Force Majeure**" means an event or cause which is beyond the control of WEPL, not able to be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives, and which could not have been reasonably foreseen, and includes any act of God, cyclones, fire, flood, acts of war, acts of public enemy, terrorists, riots or civil commotion.
- (b) If WEPL is by reason of Force Majeure unable to perform any of the Services, it shall notify the Client as soon as possible specifying the cause and extent of the non-performance, the date of the commencement thereof and the means proposed to be adopted to remedy or abate the Force Majeure.
- (c) If clause 13(b) applies, WEPL shall:
 - i) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible;
 - ii) resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to an extent which permits resumption of performance; and
 - iii) notify the Client when resumption shall occur,provided that WEPL shall not by virtue of this clause be required against its will to adjust or settle any strike, lockout or other labour dispute.
- (d) If WEPL is, by reason of Force Majeure or breach by the Client of any of its obligations under this Agreement, unable to perform any of the Services, it shall not be liable to the Client for any delay occasioned thereby or for any consequential, indirect or special losses or damages of any kind arising out of or in any way connected with that non-performance.
- (e) If by reason of Force Majeure WEPL is unable to perform any of the Services, and that non-performance continues for a period of three (3) months, WEPL may upon giving written notice to the Client terminate this Agreement.
- (f) Termination of this Agreement pursuant to the preceding sub-clause shall not affect the rights of any party against any other in respect of any act matter or thing occurring hereunder prior to termination.

14. Dispute resolution:

- (a) If any dispute between the Client and WEPL arises out of or in connection with or relating to the interpretation of this Agreement or any Services or other act, matter or thing to be performed or done under this Agreement then either party may, by notice in writing served on the other, request that such dispute be resolved by expert determination of an independent third party acceptable to both parties.
- (b) If the parties do not agree to the dispute being resolved by expert determination, or on the appointment of an independent third party to act as expert, within seven (7) days from the date of service of the notice referred to in clause 14(a) then the dispute shall be determined by legal proceedings.
- (c) If the parties do agree to the dispute being resolved by expert determination, the determination of the independent expert will be final and binding on both parties.



15. Termination:

- (a) In this clause 15, "Insolvency Event" means, in relation to the Client (or, if more than one, any of them):
- i) an administrator of the Client being appointed under the Corporations Act 2001;
 - ii) the Client executing a deed of company arrangement otherwise than for the purpose of an amalgamation or reconstruction;
 - iii) the entry by the Client into a scheme of arrangement or a composition with, or assignment for the benefit of, all or any class of its creditors, or a moratorium involving any of them, otherwise than for the purpose of an amalgamation or reconstruction;
 - iv) the Client being insolvent within the meaning of s 95A(2) of the Corporations Act 2001;
 - v) the Client being or stating that it is unable to pay its debts when they fall due;
 - vi) the appointment of a liquidator, receiver, receiver and manager, administrator or trustee in bankruptcy to or of the Client or any part of its property;
 - vii) the making of a winding up order, or the passing of or attempted passing of a resolution for winding up, in respect of the Client except for the purposes of reconstruction or amalgamation;
 - viii) an application being made (which is not dismissed within 30 days) for an order, resolution being passed or proposed, a meeting being convened or any other action being taken to cause anything described above other than for the purposes of an amalgamation or reconstruction;
 - ix) the Client becoming a bankrupt;
 - x) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction; and
 - xi) any valid enforcement of any encumbrance over any of the Client's assets.
- (b) WEPL may terminate this Agreement by serving notice in writing on the Client, effective immediately, if an Insolvency Event happens to the Client.
- (c) Either the Client or WEPL may terminate this Agreement by serving notice in writing on the other party if the other party fails to remedy a breach of this Agreement within 14 days of receipt of a written notice specifying the breach and requiring that the same be remedied.
- (d) Upon termination of this Agreement, the Client must pay WEPL (not later than 7 days after the effective date of termination):
- i) for all Services performed up to the effective date of the termination;
 - ii) the cost of goods, materials or services reasonably ordered by WEPL for the provision of the Services and which the Client is obliged to pay as a reimburseable expense; and
 - iii) if termination is due to the default of the Client:
 - (1) the reasonable cost of removing any equipment and materials used in the performance of the Services by WEPL; and
 - (2) the reasonable additional cost arising from the termination of the return of WEPL's personnel engaged in providing the Services to their place of recruitment.
- (e) The obligations under clauses 5(d), 5(h), 6, 0, 10, 11, 12, 17, 18, 19 and this clause 15 of this Agreement shall survive termination of this Agreement and/or completion of the Services hereunder.

16. Sub-Consultants:

If circumstances arise which require, in WEPL's opinion, expertise outside the field of practice of WEPL, WEPL may engage an appropriate sub-consultant to perform the relevant part of the Services under this Agreement. Unless agreed to the contrary with the Client (including without limitation in the Proposal), WEPL will be responsible for the engagement of, and payment for any Services provided by, any sub-consultant, and will accept responsibility for those Services.



17. Governing Law:

This Agreement will be governed by and construed in accordance with the laws of the State of Western Australia and the parties submit to the exclusive jurisdiction of the courts of the State of Western Australia and the courts entitled to hear appeals from those courts.

18. Entire Agreement:

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

19. Interpretation

In this Agreement, words in the singular include the plural and vice versa; any gender includes the other gender; a reference to a body corporate includes a natural person and vice versa; if a word or phrase is defined, its other grammatical forms have corresponding meanings; “includes” means includes without limitation; no rule of construction will apply to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; a reference to a statute includes a regulation, by-law, requisition, order or other delegated or subordinate legislation made under that statute and any amendment to or re-enactment of that statute or any delegated or subordinate legislation thereunder; headings in this Agreement are for convenience and identification of clauses only and do not affect the interpretation of any clause; a reference to a party includes that party's administrators, personal representatives, successors and assigns; no waiver by either party of any breach of this Agreement will be binding unless made in writing and any such waiver will extend only to the specific breach waived and not to any future breach; if any provision of this Agreement is held to be void, illegal or unenforceable then it is severed and the rest of this Agreement remains in force and the parties will replace the provision with one that is in accordance with applicable law and as close as possible to the parties’ original intent.

EXECUTED as an Agreement.

Signed on behalf of:

Company name

Authorised Person

(Please print name)

In the presence of:

Witness

Signed on behalf of
WEPL Pty Ltd

Director

Witness

