

DATA TRANSFER AGREEMENT

Hoadley Budge Olphert & Edwards Madigan Torzillo Briggs Pty Ltd and associated companies (HBO+EMTB) are authorised to provide these data files to you ("the recipient") in electronic format.

The data HBO+EMTB will be providing to the recipient may have been prepared by HBO+EMTB wholly or in part by third parties and although HBO+EMTB will use our best endeavours so that no inaccuracies or defects exist in the physical media, data or software, HBO+EMTB makes no representations or warranties of any kind relating to its merchantability or fitness for a particular purpose.

Pursuant to the principles and practices contained in the Royal Australian Institute of Architects Practice Note, *Issuing CAD files to Builders and Consultants*, HBO+EMTB requires that before supplying the data, the recipient agrees to the following conditions:

1. HBO+EMTB assumes no liability in connection with the supply or transfer of the data by electronic means or any use of it by the recipient or any third parties that we would not have incurred if the data had been transferred in the form of documents on paper.
2. Particularly, HBO+EMTB does not warrant the integrity of the data or accuracy or quality of any information contained within the data. All responsibility relating to the use of such information is entirely the recipients.
3. In supply of the data, HBO+EMTB will not be liable for loss of profits, loss of use of data, software or information (or portions thereof) or any damage whatsoever suffered by the recipient or for which the recipient may become liable as a result of using the data.
4. The recipient will perform all system back up necessary so that its system and all data files can be fully recovered in the event of error or corruption as a result of any data transfer.
5. The recipient will perform all reasonable virus and integrity checks on the data provided.
6. The recipient will check and take all reasonable steps so that any system onto which the data is to be transferred (including any software and existing system data) is in good working order and is in a fit state to enable the data transfer to take place.
7. At or before the supply of the electronic data, HBO+EMTB will give the recipient a copy of the data transferred on paper. The recipient may check and confirm that it is identical to the data provided electronically. HBO+EMTB shall be entitled to assume that the data provided on paper and electronically are identical unless the recipient advises us of any discrepancies within seven days of receipt of the data.
8. If a disclaimer is included in any part of the data, the disclaimer must be included in any reproduction of the part of the data to which it applies whether the reproduction is electronic or by some other means.
9. The recipient will not provide the data or documents or any information produced from the data to any third part without prior written approval of HBO+EMTB.
10. It is possible that HBO+EMTB may provide the recipient with later editions of the data from time to time. If the provision of replacement files is exercised, the recipient shall ensure that any work undertaken by the recipient is based on the latest editions of the data supplied.
11. In no event will the recipient bring any claim or legal proceedings against HBO+EMTB, or its agents or employees relating to the supply of data.

HBO + EMTB

Architecture | Interior Design | Urban & Landscape Design | Heritage Conservation | Facility Management | Project Coordination | Consulting

12. The recipient will indemnify HBO+EMTB and our respective employees and agents from and against any and all costs, expenses, fees (including reasonable legal and counsel's fees) and liability arising from the supply of the data.
13. The recipient will pay HBO+EMTB the cost of reasonable disbursements in providing the data to the recipient by electronic means.
14. The data supplied by HBO+EMTB was created for the sole purpose of producing the paper drawing supplied with the data. The use of the data for any other purpose is at the recipient's own risk. The recipient will hold HBO+EMTB harmless for any use of the data for any other purpose by the recipient or any third party the recipient transfers to or allows the data to be used by.
15. The data supplied is current at the time of issuing. Due to the changing nature of design and documentation the data supplied may become obsolete. It is the recipient's responsibility to ensure that the data is current at the time of its use and to keep the information produced from the data current.
16. The recipient or any third party by opening and using this data agrees to be bound by the terms and conditions of this Data Transfer Agreement. If you do not agree to the terms of this agreement return the data supplied to the place from which you obtained it.

HBO + EMTB