



PURCHASE ORDER

- MINOR SERVICES (INCLUDING DESIGN)-

Contract Number: _____

Purchase Order No.:

Date of Purchase Order: / /

Consultant name and address:

.....
.....

Australian Business Number (ABN):.....

.....

Consultant

Contact:.....

Phone:

Fax:

Email:

Send invoices and correspondence to:

.....
.....

Australian Business Number (ABN):.....

.....

Qantas

Contact:.....

Phone:

Fax:

Email:

Description of Services [state briefly the required Deliverables including Design, Documentation, report, etc.
Detailed description in Schedule 5]:

Site: **Qantas' Representative:**

Scope Documents: [state briefly the required Deliverables including Design, Documentation, report, etc.]

.....
.....

Detailed description in Schedule 5

Insurance Policies: Public Liability of not less than \$10m per occurrence, Professional Indemnity of not less than \$5m per occurrence, Workers' Compensation for common law and statutory liability.

The Purchase Order No should be quoted on all invoices and correspondence.

TERMS AND CONDITIONS OF THIS PURCHASE ORDER ARE ATTACHED

Type of Contract [MUST TICK ONE]:

Lump Sum Time Charge

Lump Sum Fee:

\$..... OR

Time Charge Fee capped at \$.....:

Personnel Hourly Rate

1..... \$..... per hour

2..... \$..... per hour

Disbursement

Charge

1..... \$.....

2..... \$.....

GST is excluded from the above Fees.

Start Date: _____

Completion Date: _____

Signed for and on behalf of Consultant

Signature:.....Date:

Name:

.....

Signed for and on behalf of Qantas

Signature:.....Date:

Name:

PURCHASE ORDER TERMS FOR MINOR SERVICES (INCLUDING DESIGN)

Definitions and Interpretation:

In this Contract:

'Apportionment Legislation' means:

- (a) in Victoria, Part IVA of the *Wrongs Act 1958* (Vic);
- (b) in New South Wales, the *Civil Liability Act 2002* (NSW);
- (c) in Queensland, the *Civil Liability Act 2003* (Qld);
- (d) in Western Australia, Part 1F of the *Civil Liability Act 2002* (WA);
- (e) in South Australia, the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- (f) in Tasmania, the *Civil Liability Act 2002* (Tas);
- (g) in the ACT, the *Civil Law (Wrongs) Act 2002* (ACT) and the *Building Act 2004* (ACT); and
- (h) in the Northern Territory, the *Proportionate Liability Act 2005* (NT) and the *Building Act 1996* (NT).

as amended from time to time, or any other legislation similar to these Acts, in the State or Territory in which the Site is located;

'Capped Amount' means the maximum amount payable by Qantas under a time charge contract, as specified in the Completed Purchase Order;

'Completed Purchase Order' means the completed purchase order form attached and signed on behalf of Qantas and the Consultant;

'Contract' means these purchase order terms, the Completed Purchase Order and the Scope Documents;

'Design' means the design evidenced by the Design Documents and includes any materials and methods of using, fixing or working required or contemplated by the Design Documents;

'Design Documents' means the drawings, specifications, and other information, samples, models, calculations, reports patterns and the like in computer readable and written form required by the Contract or created or to be created by the Consultant;

'General Safety Health and Environmental Conditions' means any general requirements set out in **Schedule 3**, as varied by notification by Qantas from time to time;

'GST' means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights, including but not limited to a tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**'GST Act'**) and the related imposition Acts of the Commonwealth;

'IPR' means all intellectual property rights in Australia and throughout the world, including:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade or service marks, trade, business or company names, indication of source or appellation of origin, and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of, or assert or waive, any of the rights referred to in subparagraph (a) above; and
- (c) Moral Rights, trade secrets, ideas, concepts, materials, know-how and techniques;

'Moral Rights' means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute anywhere in the world;

'OHS Legislative Requirements' means all applicable occupational health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;

'OHS Obligations' has the meaning given to it in the section titled "Occupational Health and Safety: (a) OHS Obligations".

'Personnel' of a party means:

- (a) the officers, employees, agents and contractors (including their employees and contractors) of that party; and
- (b) in the case of Qantas, includes officers, employees, agents and contractors of any Qantas Group Company (except the Consultant and its Personnel);

'Project Brief' means the overall description of the project as described in Schedule 5;

'Qantas' means Qantas Airways Limited (ABN 16 009 661 901);

'Qantas Contact' means the person identified by Qantas in the Completed Purchase Order or as notified from time to time;

'Qantas Group' means Qantas and its related bodies corporate (as defined by the *Corporations Act 2001* (Cth));

'Qantas Group Company' means a company in the Qantas Group;

'Qantas Premises' means any place or thing used by any Qantas Group Company in the course of conducting its business, (whether or not owned by or within the exclusive control of a Qantas Group Company) including aircraft, vehicles, offices, car parks, terminals, hangars, workshops, warehouses, kitchens and airports;

'Qantas OHS Requirements' means the 'OHS Requirements' section of the Supplier Requirements;

'Qantas Representative' means the representative named in the Completed Purchase Order (if any) or any replacement notified to the Consultant by Qantas;

'Qantas Site' means Qantas Premises or any other workplace controlled by a Qantas Group Company;

'Services' includes all the Services expressed in Schedule 5, necessarily implied from or contemplated by this Contract and includes Variations;

'SOPA' means

- (a) where the Works are carried out in Victoria, the *Building and Construction Industry Security of Payment Act 2002* (Vic);
- (b) where the Works are carried out in New South Wales: (i) the *Building and Construction Industry Security of Payment Act 1999* (NSW); and (ii) the *Contractors Debts Act 1997* (NSW);
- (c) where the Works are carried out in Queensland, the *Building and Construction Industry Payments Act 2004* (Qld);
- (d) where the Works are carried out in Western Australia, the *Construction Contracts Act 2004* (WA);
- (e) where the Works are carried out in South Australia, the *Worker's Liens Act 1893* (SA);
- (f) where the Works are carried out in the Northern Territory, the *Construction Contracts (Security of Payment) Act 2004* (NT);
- (g) where the Works are carried out in the Australian Capital Territory, the *Contractors Debts Act 1897* (ACT),

or any other legislation similar to these Acts, in the State or Territory in which the Site is located;

'Specific Safety Health and Environmental Conditions' means any specific requirements set out in **Schedule 4**, as varied by notification by Qantas from time to time;

'Supplier Requirements' means the supplier requirements set out in **Schedule 2**, as varied by notification by Qantas from time to time;

'Variation' means an omission, addition or other change in the Services directed or approved by Qantas in writing, and any other term which starts with a capital letter and used in these standard terms will have the meaning given to it in the Completed Purchase Order.

Contract Formation: This Contract becomes binding between Qantas and the Consultant when the Consultant receives (including electronically) the Completed Purchase Order.

Services: The Consultant acknowledges that Qantas is relying on the Consultant's advice, skill and judgement in the performance of the Services and must:

- (a) carry out the Services in compliance with this Contract, including Variations and ensure that the Services conform with the Scope Documents;
- (b) ensure that the Consultant and its Personnel are suitably qualified and licensed and have sufficient expertise to provide the Services;
- (c) provide the Services efficiently, with due care and skill and to the best of the knowledge and expertise of a Consultant experienced in providing the same or similar services;
- (d) provide the Services in accordance with all reasonable directions Qantas may give from time to time and within the time prescribed in the direction or, if no time is prescribed, within a reasonable time; and
- (e) ensure that the Services (including but not limited to the Design Documents) as provided are fit for their intended purpose in the context of the obligations set out in or reasonably to be inferred from the terms of this Contract.

Unless expressly stated to the contrary, the Consultant bears all risks and costs (whether or not ascertainable at the date of the Contract) of the Services and complying with its obligations under the Contract.

Variations: Qantas is not liable to pay additional costs associated with a Variation unless before the Variation commences, Qantas has agreed either the full cost of the Variation or the specific method of calculating such cost. The Consultant waives any claim for payment if it performs a Variation other than in accordance with this paragraph, even if Qantas benefits from the Variation and knows it is being performed.

Design: This paragraph applies to any Design services performed by the Consultant. The Consultant bears the entire risk of any Design prepared as part of the Services. The Consultant must:

- (a) progressively prepare the Design Documents in accordance with the Contract and any directions given by Qantas;
- (b) maintain a copy of the Design Documents at the place where the Services are being performed;
- (c) allow Qantas (and any person authorized by Qantas and involved in the Project) to review and/or comment on each Design Document;
- (d) amend or replace any Design Documents which do not comply with the Contract or as required by Qantas to obtain approval of those documents under the Contract; and
- (e) comply with all laws applicable to each Design Document.

Review and Approval: No review, approval rejection or change by Qantas will relieve the Contractor of its responsibility to comply with this Contract, impose any responsibility on Qantas or evidence the proper performance of the Services by the Consultant.

Intellectual Property Rights: The Consultant assigns to Qantas all existing and future IPR in any Design Documents or other materials created by or supplied to Qantas by the Consultant in providing the Services. The Consultant must ensure that the Design Documents and the methodologies which it uses or provides do not infringe any IPRs. The Consultant must not use any Qantas trade mark without obtaining the prior written consent of Qantas (which may be given or withheld in its absolute discretion).

Moral Rights: To the extent that the Consultant is not an individual, or is otherwise not the holder of Moral Rights in the Design Documents, the Consultant warrants that all Personnel of the Consultant have provided consents and waivers, to the fullest extent possible under the laws of any applicable jurisdiction, in relation to their Moral Rights in the Design Documents, sufficient to ensure Qantas' continued unimpeded use of the Design Documents. To the extent that the Consultant is the holder of Moral Rights in relation to the Design Documents, so far as the Consultant is able at law, the Consultant waives the Moral Rights in respect of the Design Documents. The Consultant must do all things requested by Qantas to give full effect to this paragraph including, without limitation, signing or procuring the signature of particular forms.

Fee: For lump sum Contracts, the Fee is a fixed lump sum, subject to adjustment only on account of Variations.

For Time Charge Contracts, the Consultant will be paid for the Services on a time charge basis in accordance with the hourly rates set out in this Contract and up to a maximum of the Capped Amount. The Consultant will be obliged to complete the Services despite the Capped Amount having been reached. Full substantiation and records of actual time incurred must be submitted weekly to Qantas or at such other times as directed by Qantas. The Fee or hourly rates (as applicable) include all duties, taxes (except GST, unless expressly stated as being inclusive of GST), charges, levies, fees, insurance, delivery and handling costs and margins.

Payment: Unless otherwise agreed, the Consultant may issue a payment claim to Qantas for the Fee or other amounts payable under this Contract when the Services have been completed to Qantas' satisfaction (and not before unless Qantas agrees to allow the Consultant to claim payment progressively). Each payment claim must itemise the GST and any other indirect tax included in the fee for each product or service, state the Purchase Order No. and be addressed to the Qantas at the address for payment claims specified in the Completed Purchase Order. Within 10 business days from receipt of a payment claim, Qantas shall issue a payment schedule specifying its assessment of the payment claim and reasons for differences. Qantas

PURCHASE ORDER TERMS FOR MINOR SERVICES (INCLUDING DESIGN)

shall pay the payment claim (less any amounts due to Qantas from the Consultant) on a net 45 day monthly basis (meaning 45 days from the end of the month in which the payment claim is received), unless: the Services are performed in: Queensland in which case payment shall be made within 15 business days of the payment claim; or Western Australia in which case payment shall be made within 50 days of the payment claim. Payment does not mean that Qantas has accepted the Services.

Security of Payment: If the SOPA applies to the Services:

- (a) the Consultant must: (i) promptly give Qantas a copy of any written communication it delivers or arranges to deliver to any other person in relation to the SOPA; and (ii) ensure that a copy of any written communication it delivers or arranges to deliver to Qantas in relation to the SOPA (including a payment claim under the SOPA), is provided to the Qantas and Qantas' Representative (if any) at the same time;
- (b) a payment claim for the purposes of the SOPA is a valid payment claim pursuant to the payment paragraph;
- (c) the times prescribed in this Contract as the times for delivering payment claims by the Consultant are, for the purposes of the SOPA, the 'reference date';
- (d) a payment schedule for the purposes of the SOPA is the assessment by Qantas of the Consultant's claim under the Payment paragraph;
- (e) if required by the SOPA, where the scheduled amount in a payment schedule is less than amount claimed in the payment claim, then the payment schedule shall state why the scheduled amount is less and if it less because Qantas is withholding payment for any reason, Qantas' reasons for withholding payment;
- (f) failure by Qantas to set out in a payment schedule an amount which Qantas is entitled to retain, deduct, withhold or set-off (whether under this Contract or otherwise) from the amount which would otherwise be payable to the Consultant by Qantas will not prejudice Qantas' right to subsequently exercise that right to retain, deduct, withhold or set-off any amount;
- (g) upon an adjudication application under the SOPA, the authorised nominating authority for the purpose of the SOPA shall be the Institute of Arbitrators and Mediators Australia;
- (h) if the adjudicator determines an adjudication application made by the Consultant under the SOPA by determining that Qantas must pay any amount to the Consultant, subject to the SOPA, Qantas may give security for payment of that amount pending the final determination of matter;
- (i) if the Consultant suspends the whole or any part of the Services pursuant to the SOPA, the suspension shall not of itself affect the date for completion of the Services and Qantas will not be liable for any loss, cost or expense incurred by the Consultant as a result of the suspension.

Method of Payment: Method of payment will be Electronic Funds Transfer (EFT), with payments made to the Consultant. The Consultant's details are set out in **Schedule 1**.

In compliance with the relevant withholding tax legislation or any ATO Public Ruling, Qantas will withhold an amount of tax (at the date of this Contract being 46.5%) from any payment it makes to the Consultant for a supply, unless the Consultant provides to Qantas an invoice or other document relating to the supply that quotes the Consultant's Australian Business Number ('**ABN**') or the Consultant provides Qantas with a written statement in a form approved by the ATO as to the reason for not quoting an ABN.

Unless expressly stated to be inclusive of GST, the consideration for the supply of any goods, services or other things under this Contract (other than as required by this paragraph), has been calculated exclusive of any GST. If GST is imposed on any supply made pursuant to this Contract, the recipient must pay, in addition to the GST-exclusive consideration an amount equal to the GST payable by the supplier in respect of the supply.

Where GST is imposed on a supply, the Consultant shall ensure that any invoice or other request or demand for payment of supplies provided by it to Qantas shall constitute a tax invoice and will, where applicable, enable Qantas to claim tax credits

for the GST in respect of the supplies to which the invoice relates and acknowledges that no amount shall be due and payable by Qantas in respect of such supply unless Qantas has received from the Consultant an invoice that complies with this paragraph.

Completion: The Consultant must not start supplying the Services until the Start Date and must ensure that the Services are completed on or before the Completion Date. The Consultant accepts the risk of delay and increased costs resulting from delay or disruption to the Services, except where the delay is caused by a wrongful act or omission of Qantas or its Personnel, in which case the Consultant will be granted a reasonable extension of the Completion Date as its sole remedy. Qantas also has a no obligation to exercise its discretion to extend the Completion Date at any time.

Defects and Non-Compliance: If the Services or any part including the Design Documents do not comply with any part of this Contract ('**Defective Item**') Qantas may: (a) reject the Defective Item or instruct the Consultant to, and the Consultant must rectify the Defective Item within the time specified in the instruction; (b) withhold payment for the Defective Item or the cost of rectifying the Defective Item and recover any amounts already paid by Qantas for the Defective Item; or (c) accept the Defective Item and reduce the Fee by a reasonable amount (in its discretion).

Termination: Qantas may terminate this Contract:

- (a) on 1 month's notice (without liability), or
- (b) immediately by giving notice to the Consultant if the Consultant: (i) commits a breach of this Contract which is not rectified within 30 days of notification by Qantas; or (ii) becomes insolvent.

Despite the foregoing, Qantas may terminate this Contract in whole or in part immediately by giving notice to the Consultant if:

- (a) the Consultant fails to rectify any breach of the OHS Obligations; or
- (b) the Consultant breaches its OHS Obligations more than once; or
- (c) a breach of the OHS Obligations by the Consultant results in the serious injury or illness or death of any person or a dangerous occurrence (as defined in the OHS Legislative Requirements) on a Qantas Site; or
- (d) other damage results from the Consultant's failure to comply with the OHS Obligations.

Indemnity: The Consultant indemnifies Qantas Group against all losses and damages (on a full indemnity basis and whether incurred by or awarded against Qantas Group) that Qantas Group may sustain or incur as a result, whether directly or indirectly, arising out of:

- (a) a breach of the Contract by the Consultant;
- (b) any negligent, wilful, reckless or unlawful act or omission of the Consultant or any of its employees, agents or subcontractors;
- (c) a claim, demand, suit, action or proceeding by a third party arising from an act or omission of the Consultant in connection with this Contract whether negligent or not; or
- (d) without limiting paragraph (b), any act or omission of the Consultant in connection with this Contract resulting in or contributing to (i) claims by any third party against Qantas Group in respect of personal injury or death, or (ii) loss of or damage to Qantas Group's or a third party's physical property.

Insurance: The Consultant must take out and maintain the Insurance Policies with a reputable insurer for Workers Compensation and Public Liability for the period from commencement of the Services until the completion of the Services and for Professional Indemnity for the period from commencement of the Services until the expiry of 3 years following completion of the Services on terms which comply with Qantas' insurance policy requirements current at the Date of Purchase Order, a copy of which can be obtained from Qantas. The Consultant must, on the request of Qantas from time to time, demonstrate to Qantas' satisfaction, compliance with this obligation.

Assignment and Subcontracting: The Consultant must not assign part or all of this Contract. The Consultant must not change any subcontractors agreed at the time this Contract is made without Qantas' written approval. The Consultant is liable for

the acts and omissions of its subcontractors. Qantas may assign all or part of this Contract without the Consultant's consent.

Apportionment Legislation: To the extent permitted by law, the operation of the apportionment of liability provisions in the Apportionment Legislation is excluded in relation to any and all claims, rights, obligations and liabilities arising under or in relation to this Contract howsoever such claims, rights, obligations or liabilities are sought to be enforced. Qantas and the Consultant agree and acknowledge that, for the purposes of the Apportionment Legislation, the Consultant is entirely responsible for any loss, damage, cost, claim or expense suffered or incurred by Qantas arising out of or in connection with any breach or negligent act or omission on the part of the Consultant, its employees, agents, subcontractors or consultants,

Confidential Information: The Consultant will not disclose to any person information in respect of the Services except for the purpose of carrying out the Services.

Occupational Health and Safety:

- (a) **OHS Obligations:** In providing services at a Qantas Site under this Contract, the Consultant must comply, and must ensure that its Personnel comply, with: (i) its obligations as set out in this paragraph (a); (ii) the OHS Legislative Requirements; (iii) the Qantas OHS Requirements; (iv) the General Safety Health and Environmental Conditions; (v) the Specific Safety Health and Environmental Conditions; and (vi) any other directions to the Consultant regarding health, safety or the environment issued by Qantas from time to time, (together '**OHS Obligations**').
- (c) **Occupational Health and Safety Plan:** (i) Qantas may, at its discretion, require the Consultant to provide Qantas with an occupational health and safety plan in respect of the Consultant's provision of services under this Contract ('**OHS Plan**'). (ii) The OHS Plan must address those matters specified by Qantas at the time of it requesting the OHS Plan.
- (d) **Training:** The Consultant must ensure that its Personnel undertake any training: (i) required by Qantas from time to time; (ii) required by law; or (iii) which is necessary to ensure the safe performance of the Consultant's obligations under this Contract.
- (e) **Supervision:** The Consultant must ensure that its Personnel are adequately supervised to ensure their health and safety and that of other persons on the Qantas Site at all times while involved in the provision of services on a Qantas Site under this Contract.
- (f) **Monitoring:**
 - (i) Qantas may monitor the Consultant's compliance with its OHS Obligations including: (A) conducting audits of the Consultant's occupational health and safety performance; (B) requiring the Consultant to provide it with whatever documents and other information Qantas requires regarding the Consultant or its Personnel in relation to: (1) certification of insurances; (2) licences of the Consultant's Personnel; (3) registration of any vehicles; and (4) any other matter which it considers appropriate.
 - (ii) The Consultant must cooperate with any monitoring undertaken by Qantas under this paragraph (f) and must provide any documents or information requested by Qantas from time to time.
- (g) **Breach:**
 - (i) If, at any time, the Qantas Contact is of the opinion that the Consultant is in breach of its OHS Obligations, the Qantas Contact will notify the Consultant in writing of the alleged breach and the Qantas Contact may direct the Consultant to suspend the provision of services in whole or in part.
 - (ii) If the Consultant has been notified by the Qantas Contact of an alleged breach, the Consultant must: (A) if directed to do so by the Qantas Contact, immediately suspend the provision of services to the extent directed by the Qantas Contact; (B) not resume providing any part or whole of the services which has been suspended at the direction of the Qantas Contact until the Consultant fully satisfies the Qantas Contact that its OHS Obligations will be fully complied with; and (C) immediately rectify the breach at its own expense.
 - (iii) If the Consultant fails to comply with its obligation under paragraph (g)(ii)(C) to rectify the breach, Qantas may, in addition to its other rights

PURCHASE ORDER TERMS FOR MINOR SERVICES (INCLUDING DESIGN)

and remedies, have the obligation performed by others. The cost incurred in doing so will be a debt due and payable by the Consultant to Qantas and may be set off against any fees otherwise payable to the Consultant by Qantas.

- (iv) Without limiting the foregoing, if the Qantas Contact reasonably believes that a member of the Consultant's Personnel has breached the OHS Obligations or otherwise endangered the health or safety of any person on a Qantas Site, the Qantas Contact may take any step it considers appropriate including: (A) directing the Consultant to remove that member of the Consultant's Personnel from the Qantas Site; and/or (B) directing the Consultant not to allow that member of the Consultant's Personnel to be involved in providing services under this Contract.
- (h) *Suspension of Services:* Qantas shall not be required to make any payment to the Consultant in respect of the whole or part of the services which the Consultant has been directed to suspend in accordance with paragraph (g) above.

Law: The Consultant must comply with all relevant legislation, regulations, the Building Code of Australia, requirements of government and public authorities and applicable Australian Standards in the performance of this Contract. The laws of the State or Territory in which the Site is located apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.

Entire Agreement and Variation: The Purchase Order Terms, the Completed Purchase Order and the Scope Documents in order of priority:

- (a) constitutes the entire agreement between the parties as to its subject matter. For the avoidance of doubt, this Contract does not incorporate or include the Consultant's standard terms of supply or performance;
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party; and
- (c) may only be amended in writing signed by both parties.

EXECUTED as an agreement

<p>SIGNED for QANTAS AIRWAYS LIMITED by a duly authorised officer in the presence of</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person (print)</p> <p>_____</p> <p>Title of authorised person (print)</p> <p>_____</p> <p>Signature of witness</p> <p>_____</p> <p>Witness name and title (print)</p>	<p>SIGNED for _____ by a duly authorised officer in the presence of</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person (print)</p> <p>_____</p> <p>Title of authorised person (print)</p> <p>_____</p> <p>Signature of witness</p> <p>_____</p> <p>Witness name and title (print)</p>
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Schedule 1 – Consultant's Bank Details

Payee: [insert]
 Bank: [insert]
 BSB number (or equivalent): [insert]
 Account Number: [insert]

Schedule 2 – Supplier Requirements

[Please attach Qantas standard form from Precedents Database]

Schedule 3 – General Safety Health and Environmental Conditions

In accordance with the Supplier Requirements and Site Induction

Schedule 4 – Specific Safety Health and Environmental Conditions

In accordance with the Supplier Requirements and Site Induction

Schedule 5 – Project Brief and Services

[Insert a description of the project and details of the Services to be provided by the Consultant ie Project Brief and Scope of Service. Please include sufficient detail to allow the Consultant, a quantity surveyor and a judge who has no prior understanding of the Project, to understand exactly what is required of the Consultant.]