## **APPENDIX A**

## **Report Limitations**

## **Report Limitations**

This Report/Document has been provided by Bligh Planning and Engagement Limited (BPE) subject to the following limitations:

- i) This Report/Document has been prepared for the particular purpose outlined in BPE's proposal and no responsibility is accepted for the use of this Report/Document, in whole or in part, in other contexts or for any other purpose.
- ii) The scope and the period of BPE's Services are as described in BPE's proposal, and are subject to restrictions and limitations. BPE did not perform a complete assessment of all possible conditions or circumstances that may exist at the site referenced in the Report/Document. If a service is not expressly indicated, do not assume it has been provided. If a matter is not addressed, do not assume that any determination has been made by BPE in regards to it.
- iii) Conditions may exist which were undetectable given the limited nature of the enquiry BPE was retained to undertake with respect to the site. Variations in conditions may occur between investigatory locations, and there may be special conditions pertaining to the site which have not been revealed by the investigation and which have not therefore been taken into account in the Report/Document. Accordingly, if information in addition to that contained in this report is sought, additional studies and actions may be required.
- iv) The passage of time affects the information and assessment provided in this Report/Document. BPE's opinions are based upon information that existed at the time of the production of the Report/Document. The Services provided allowed BPE to form no more than an opinion of the actual conditions of the site at the time the site was visited and cannot be used to assess the effect of any subsequent changes in the quality of the site, or its surroundings, or any laws or regulations.
- v) Any assessments, designs and advice made in this Report/Document are based on the conditions indicated from published sources and the investigation described. No warranty is included, either express or implied, that the actual conditions will conform exactly to the assessments contained in this Report/Document.
- vi) Where data supplied by the client or other external sources, including previous site investigation data, have been used, it has been assumed that the information is correct unless otherwise stated. No responsibility is accepted by BPE for incomplete or inaccurate data supplied by others.
- vii) The Client acknowledges that BPE may have retained subconsultants affiliated with BPE to provide Services for the benefit of BPE. BPE will be fully responsible to the Client for the Services and work done by all of its subconsultants and subcontractors. The Client agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from BPE and not BPE's affiliated companies. To the maximum extent allowed by law, the Client acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against BPE's affiliated companies, and their employees, officers and directors.
- viii) This Report/Document is provided for sole use by the Client and is confidential to it. No responsibility whatsoever for the contents of this Report/Document will be accepted to any person other than the Client. Any use which a third party makes of this Report/Document, or any reliance on or decisions to be made based on it, is the responsibility of such third parties. BPE accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this Report/Document.