

CAA FOR LIMITED SERVICES 2019

AGREEMENT MADE ON _____ / _____ / _____ **BETWEEN:**
(insert date when the last person signs)

THE CLIENT	THE ARCHITECT	is a person who or entity which is registered by the relevant Architects Registration Board
Name	Name	
Client's representative	ABN	Registration No.
ABN	Architect's representative	
Email	Email	

By signing, you agree to be bound by the terms and conditions of this Agreement:

If the Client is an individual, individual trustee, or partnership:	If the Architect is an individual, individual trustee, or partnership:
Signed	Signed
If the Client is a corporation, executed in accordance with section 127 of the <i>Corporations Act 2001</i> :	If the Architect is a corporation, executed in accordance with section 127 of the <i>Corporations Act 2001</i> :
Signed director/sole director	Signed director/sole director
Signed director/secretary	Signed director/secretary
Date	Date

FOR

the Project: _____ A brief description of the project scope:

located at the Site: _____ The address or location of the site for the Project:

Cost of Works forecast: _____ The initial forecast which is subject to change during the Project is:
For the definition, see section K. \$ _____ (excl GST)

SCHEDULE A_SCHEDULED ITEMS

Item 1: Fees (excl. GST)	Service (see SCHEDULE B)	Tick box if included in the Services:	Amount of percentage fee allocated to each service component:	Amount of lump sum fee allocated to each service component (excl. GST):	Hourly Rates: (see Item 2)
See clauses C.1 to C.4	A.0 Mobilisation Fee ‡	<input type="checkbox"/>		\$	<input type="checkbox"/>
	A.1 Concept design	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	A.2 Design development	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	A.3 Planning/Development Application	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	A.4 Construction documentation	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	A.5 Contractor selection	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	A.6 Contract administration	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	B.1 Feasibility study	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	B.2 Record documents	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	B.3 Planning/Development Application: Negotiation	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	B.4 Illustration	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	B.5 Trade package documentation	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
	B.6 Other services	<input type="checkbox"/>	% OR	\$ OR	<input type="checkbox"/>
Total Fee (ex. GST):				\$	

‡ Note: an applicable Code of Practice may prohibit or impose a cap on the amount of any Mobilisation Fee payable.

Item 2: Hourly Rates (excl. GST)	Personnel	Hourly rate	
See clauses C.1 to C.4	Principal/Director	\$	per hour (excluding GST)
	Team Leader	\$	per hour (excluding GST)
	Senior Architect	\$	per hour (excluding GST)
	Architect	\$	per hour (excluding GST)
	Graduate	\$	per hour (excluding GST)
	Technician	\$	per hour (excluding GST)
		\$	per hour (excluding GST)
		\$	per hour (excluding GST)
		\$	per hour (excluding GST)
		\$	per hour (excluding GST)

Item 3: Disbursements (excl. GST)	Item	Rate or basis to be charged, plus 15% administration fee (excluding GST unless stated otherwise)
See clause C.5	Fees, taxes, levies or charges paid to authorities	
	Advertisements and notices	
	Special presentation material, models, perspectives	
	Rental of special equipment	
	Digital data file transfers and digital file conversions	
	Photographic records	
	Courier and parcel postage services	
	Copies of documents other than to Client for Client's own use	
	Colour reproductions of documents	
	Building contracts	
	Travel time	
	Vehicle use beyond 30km from office	
	Interstate, intrastate travel	

Item 4: Insurances and Liability	Details	
See clause A.1.9	Professional Indemnity Insurance	Not less than: \$

Disclaimer: This Client Architect Agreement for Limited Services should only be used for small projects or limited engagements, with a low value and complexity. For all other engagements, including full architectural services, we recommend using the comprehensive Client Architect Agreement 2019. If you are unsure which form of agreement is appropriate for your project, you should seek legal advice. When using this agreement form, the Architect must also complete and give the Client a Cover Letter that sets out terms and details not addressed in these pages.

Defined terms are in **Bold**. For definitions, see **page 5**.
Item means an item set out in **SCHEDULE A, page 1**.

A. SERVICES (SEE SCHEDULE B)

A.1. Architect's Obligations

The Architect must:

1. deliver the **Services** described in this agreement with the reasonable skill, care and diligence expected of an architect who has experience with projects of a similar type, size, complexity and value to the **Project**;
2. act as the Client's agent for the **Project** and, if included in the **Services**, as required under the selected building contract;
3. maintain accurate records and keep the Client informed of progress at all stages by way of meetings, reports and other means;
4. notify the Client promptly when an instruction from the Client or any other requirement changes the scope of **Services** or requires services that are not delivered under this agreement;
5. notify the Client of any matter connected with the **Services**, that may give rise to an ethical or regulatory conflict of interest;
6. if a conflict of interest arises, notify the Client and (if required) suspend the services until the conflict is removed or the agreement is terminated under clause J, in which case clause J.2 applies;
7. comply with the applicable **Code of Practice**;
8. maintain all necessary registration and accreditations to deliver the **Services** in the state or territory of the **Site**; and
9. for the duration of this agreement, maintain professional indemnity insurance, for not less than the value stated in Item 4.

A.2. Services or Responsibilities Not Included

Despite anything expressed or implied elsewhere in this agreement, the parties acknowledge and agree that:

1. the Architect is not responsible for ensuring the constructed Project complies with the building contract documents, but if the Architect performs contract administration services as part of the **Services**, will instruct the building contractor according to the building contract terms;
2. the Architect gives no express or implied warranty that the Project or the design is fit for the Client's purposes;
3. the scope of the **Services** does not include any services relating to or in connection with asbestos, other hazardous materials, or any other site contaminant;
4. the Client bears the full risk and responsibility for items, materials, fixtures and fittings sourced or supplied and requested by the Client to be incorporated into the **Project**; and
5. the Architect's cost of preparing data or file conversion is not included and the Client must reimburse these costs as a **Disbursement**.

A.3. The Cost of Works

1. The Client agrees that its budget for the **Total Project Cost** appropriately takes into account the initial budget for the forecast **Cost of Works** set out on page 1 of this agreement and the Client accepts that any forecast **Cost of Works** are not guaranteed and may be revised during the **Project** in accordance with advice of the Architect.
2. If this agreement is for partial services that do not include the construction of the **Project**, the forecast **Cost of Works** will be the Architect's reasonable forecast of the likely cost (excluding GST) to construct the Architect's design for the Project.

3. Whenever revised forecasts of the **Cost of Works** are prepared, the Client and the Architect must first agree the revised forecast **Cost of Works**.

A.4. Program of Services

1. The Client must inform the Architect of the initial program for the **Project**. The Client and the Architect will agree an initial program for the **Services**, which may then be revised by agreement.

A.5. Protracted Services

1. If the **Services** are protracted by any cause beyond the Architect's control:
 - a. the Architect must promptly notify the Client of the cause and, where possible, the anticipated extent of the delay;
 - b. the parties must meet to negotiate in good faith and agree a change to the **Fee** in accordance with clause C.6; and
 - c. at that meeting, the parties must agree a revised program under clause A.4.1.
2. If the parties do not agree a change to the Fee and a revised program, the Architect may terminate this agreement effective immediately by giving the Client a notice and clause J.2 applies.

A.6. Suspended Services

1. If the **Services** are suspended for any reason by the Client or the Architect, the Architect is entitled to payment of all **Fees** and Disbursements due under this agreement up to the date the **Services** are suspended and all other rights and entitlements of the Architect continue as though the suspension had not taken place.
2. If the **Services** are suspended by the Client or under clause C.15, the Architect is also entitled to reimbursement of all costs associated with the suspension.

B. CLIENT OBLIGATIONS

The Client agrees to:

1. appoint the Architect to act as its agent for the **Project** as necessary for the Architect to carry out the **Services**;
2. if a builder has been appointed and contract administration forms part of the **Services**, only issue instructions for the builder through the Architect;
3. agree with the Architect a reasonable budget for the **Cost of Works**;
4. provide all information required by the Architect to complete the **Services**;
5. cooperate fully with the Architect to ensure efficient and satisfactory progress through all stages of the **Project**, including prompt confirmation of approvals given for the **Services**;
6. engage directly any specialist consultants specified after consultation with the Architect, on the conditions in clause D.1;
7. comply with the Architect's reasonable requirements or directions in respect of access to the **Site**; and
8. authorise the named representative to exercise all rights, powers, authority and functions of the Client under this agreement.

C. FEES (SEE SCHEDULE A)

C.1. Fees, claims and payment

1. For the **Services**, the Client must pay to the Architect the Fee plus all adjustments to the **Fee**, plus all applicable **Disbursements**.
2. The Architect may each month submit to the Client one claim for payment (including GST) in the form of a tax invoice. The claim must clearly state those amounts that relate to the **Fee** and **Disbursements** being claimed.

3. The Client must pay the amount in a claim for payment (including GST) within 10 business days after receiving it.
4. The Client must pay interest at the rate of 15% on all payments not made by the date for payment set out in the agreement. Interest is calculated from the date that payment was due.
5. If any payment under this agreement is overdue, the Architect is entitled to suspend the provision of **Services** and clause A.6. applies.
6. The total lump sum fee or percentage fee stated in Item 1, overrides any error, omission or ambiguity in the amounts stated or claimed at any stage prior to the final claim for payment.

C.2. Percentage Fee

1. If a percentage fee is selected and applies under Item 1 for a component of the **Services**, the total Fee the Client must pay for that component is that percentage multiplied by the **Cost of Works**.
2. Subject to clause C.2.3, percentage fees are calculated and adjusted progressively against the forecast **Cost of Works** and are subject to final adjustment against the final **Cost of Works** when known.
3. The Client is not entitled to recover any part of the Fees that it has previously paid to the Architect for **Services** that have been performed if the scope of **Services** is reduced or the **Project** has changed, reducing the final **Cost of Works**.

C.3. Lump Sum Fee

If a lump sum fee is selected and applies for a component of the **Services** under Item 1, the total **Fee** the Client must pay for that component is the amount stated in Item 1.

C.4. Hourly Rate Fee

1. If an hourly rate fee is selected and applies under Item 1 for a component of the **Services**, the total **Fee** the Client must pay for that component is the hourly rate in Item 2 multiplied by the number of hours of each employee engaged in providing the component of the **Services**.
2. If the Client requests, the Architect must give the Client time sheets or other records to show all actual hours spent on the **Project**.

C.5. Disbursements

1. The Client must reimburse the Architect the cost of those **Disbursements** listed in Item 3 plus an additional 15% fee to cover the Architect's administration costs (where indicated in Item 3).

C.6. Change to the Services

1. If during the course of this agreement, the Architect considers that the **Project** requires a greater or reduced scope of **Services**, the parties must negotiate and agree:
 - a. the changed scope of **Services**;
 - b. the changes to the **Fee** in Item 1 and any **Disbursements** in Item 3 (as appropriate);
 - c. the date which any changes will take effect; and
 - d. the reimbursement due to the Architect if any **Services** the subject of the change have already been performed.
2. If the parties agree to a change under clause C.6.1:
 - a. the **Services** and **Fees** under this agreement will be varied as from the date agreed by the parties; and
 - b. in the case of any agreed reimbursement for **Services** performed, the Architect will be entitled to include this amount in its next claim for payment.
3. If the parties cannot agree on the changed scope of **Services**, or a changed **Fee**, then either:

- a. the **Services** and the **Fee** will continue to apply without change; or
- b. if the Architect cannot perform the **Services** because the parties cannot agree to a change, the Architect may terminate this Agreement provided that it first gives the Client 10 business days' notice of its intention to terminate and clause J.2. applies.

D. SPECIALIST CONSULTANTS

1. If the **Project** requires a specialist consultant, the Client will directly engage each specialist consultant on the basis that:
 - a. the Client must pay the specialist consultant all its fees and disbursements;
 - b. the Architect is authorised and responsible for coordinating the specialist consultant's services but is not responsible for the services delivered by the specialist consultant; and
 - c. the Architect can use, and rely upon, the specialist consultant's deliverables to the extent required for performance of the **Services**.

E. INTELLECTUAL PROPERTY

1. The Architect retains copyright in all **Services**, design concepts, drawings and documents produced or delivered under this agreement (**The Design**).
2. The Architect grants the Client an express, non-exclusive, non-transferrable, revocable licence to use **The Design** only for the **Project** on the **Site**, however, the licence may be revoked by the Architect if any invoice that the Architect is entitled to submit under this agreement is overdue. The licence will be automatically reinstated when the Architect's receives all overdue amounts.
3. If the Client's use of **The Design** is inconsistent with or in breach of clause E.2, the Client indemnifies the Architect from all costs (including legal costs) it may incur.
4. On completion of all **Services** under this agreement and on full payment of all invoices that the Architect is entitled to submit under it, the licence becomes irrevocable.
5. If the Architect issues data electronically to all parties involved in the **Project**, the Architect is not responsible for the accuracy, completeness or any contamination of electronically transmitted data.

F. LIABILITY

1. To the maximum extent permitted by law:
 - a. the Architect's maximum aggregate liability to the Client under this agreement (including the performance or non-performance of the **Services**), whether under the law of contract, in tort, in equity, under statute or otherwise, is the net amount actually recovered under the Architect's professional indemnity insurance policy.
 - b. the Architect has no liability to the Client in respect of any indirect, consequential or special losses (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement).
2. If any of this clause F is void as a result of section 64 of the Australian Consumer Law (or equivalent state or territory legislation) then the Architect's liability for a breach of a condition or warranty is limited to (at the Architect's election):
 - a. supplying the relevant **Services** again; or
 - b. the payment of the cost of having the **Services** supplied again by the Architect.

G. GENERAL CONDITIONS

1. Every change or variation to this agreement or a consent, approval, request, notification or notice given or required under this agreement must be recorded and given in writing (which includes email).
2. The applicable law of this agreement is the law of the State or Territory in which the **Site** is located.
3. This agreement plus the **Cover Letter** constitutes the entire agreement and supersedes all prior agreements, representations or understandings between the Client and the Architect in relation to the **Project**.
4. This agreement applies to all services delivered by the Architect before the formal execution of this agreement.
5. Unless otherwise stated, all figures are in Australian dollars and are exclusive of GST.

H. DISPUTE RESOLUTION

1. Without limiting the Architect's rights under clause C.1.5, if a dispute arises out of or in relation to this agreement, the Client and the Architect must continue to perform their obligations under the agreement.
2. When a dispute arises:
 - a. either party may deliver a notice to the other party outlining the details of the dispute and requiring a meeting within 5 business days after the notice and the parties will make a bona fide attempt to resolve the dispute;
 - b. if the dispute is not resolved by that meeting or if the parties fail to meet, either party may then refer the dispute to mediation by a jointly agreed mediator or failing agreement, a mediator appointed by the Chair of the Resolution Institute in the place of the law that applies to this agreement;
 - c. if the parties are unable to resolve the dispute by mediation, confirmed by the mediator in writing, either party may only then take legal action to resolve the dispute.

J. TERMINATION

1. Either party may at any time, without reason, terminate this agreement by giving 20 business days' notice to the other.
2. Unless otherwise agreed in writing, on termination of this agreement:
 - a. the Client must pay:
 - the amount due to the Architect for all **Services** completed prior to the termination date; and
 - the amount for all **Services** carried out and costs or expenses incurred in connection with the **Services** by the Architect, up to and including the termination date; and
 - b. the Architect must, after receiving payment, issue to the Client a copy in PDF format of the relevant design documents relating to the **Services** up to the date of termination; and
 - c. the Client will have no claim in relation to the adequacy or completeness of any documents delivered by the Architect under clause J.2.b.

K. DEFINITIONS

Defined terms have the meaning given on page 1 of this agreement and:

Code of Practice means the Australian Institute of Architects' Code of Professional Conduct (if applicable to the Architect) and the Architects Act or Architectural Practice Act and associated regulations, as amended or replaced from time to time, that apply in the state or territory where the Services are performed.

Cost of Works is the final cost of all work designed, specified or scheduled by the Architect, including all work designed, specified or scheduled by specialist consultants coordinated by the Architect and, unless clause A.3.2 applies, includes:

1. the final adjusted contract price (excluding GST) in accordance with a building contract for the Project, plus
2. the equivalent final cost (excluding GST) of work or items supplied by the Client to the building contractor (as if provided by the building contractor under the building contract), plus
3. the final cost (excluding GST) of any part of the Project provided under a contract other than the building contract;

but excludes GST and the fees, costs and charges of:

4. an authority, agency or tribunal;
5. any other consultant; and
6. in connection with finance, removal or relocation.

Cover Letter means the terms and conditions set out in the letter of engagement to the Client that is provided with or attached to this agreement and titled 'Cover Letter'. If any term in the Cover Letter is inconsistent with this agreement, or is otherwise ambiguous, the terms of the Cover Letter apply to and take precedence over all other terms of this agreement.

Disbursement means the disbursements payable in accordance with clause C.5, as set out in Item 3.

Fee means the fee for **Services** set out in Item 1 and calculated in accordance with clause C and includes the **Mobilisation Fee**, if applicable and all fees of a Specialist Consultant engaged by the Architect under clause E.1.2.

Mobilisation Fee means the fee set out in Item 1 (if any) to be paid by the Client to the Architect within 5 business days of the date of this Agreement and is a non-refundable advance payment for Services rendered under this agreement.

Project means the project briefly described on page 1 of this agreement.

Services means the services for the Project, described in Schedule B that are marked as "Included".

Site means the location identified on page 1 of this agreement.

The Design has the meaning given in clause E.1.

Total Project Cost is the **Cost of Works** plus all other costs to the Client associated with the **Project**, including but not necessarily limited to:

1. removal and relocation costs
2. design and construction contingencies, including escalation costs
3. architectural, consultant and other professional fees
4. authority fees and charges
5. legal fees
6. landscaping
7. loose or unaffixed furniture, fittings and equipment
8. finance charges, marketing and promotional costs.

SCHEDULE B – SCOPE OF SERVICES

The parties should mark a box in each line item below (as applicable) and add any additional services which are required.

This **Schedule B** sets out the **Services** that are included and those that are available at an 'Additional' cost under this agreement. Only those marked as 'Included' will form part of the **Services** under this agreement unless the parties agree to a change under clause C.6. Where no box has been marked for a line item, or in the case of any ambiguity, that item is 'Excluded' from the Services.

A CORE ARCHITECTURAL SERVICES			
	Included	Excluded	Additional
A.1 Concept Design			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.2 Design Development			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.3 Planning/Development Application			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.4 Construction Documentation			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.5 Contractor Selection			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.6 Contract Administration			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B ADDITIONAL ARCHITECTURAL SERVICES			
B.1 Feasibility Study			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.2 Record documents			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.3 Planning/Development Application: Negotiation			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.4 Illustration			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.5 Trade Package Documentation			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.6 Other Services			
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>