

These special conditions apply only if the Site is in Victoria. They are drafted to align the provisions of this Client Architect Agreement (CAA2024) with the Victorian Architects Code of Professional Conduct (being Schedule 1 to the *Architects Regulations 2026* (Vic)) which commenced on 26 April 2026.

These special conditions are only required for a client architect agreement entered into on or after 26 April 2026.

SPECIAL CONDITIONS	Clause No.	Details
See Section L	L.1	No retrospective application L.1.1 This agreement does not apply to Services or other work the Architect provided to the Client before both parties signed this agreement. L.1.2 Clause H.7 does not apply.
	L.2	Additional costs for use of intellectual property (copyright licence) In addition to clause F.1, the Client acknowledges that it may need to pay additional costs in any of these circumstances: L.2.1 to reinstate the licence under clause F.1.2(c): the Architect's reasonable administration costs; L.2.2 to obtain the Architect's consent under clause F.1.3: a fee to be agreed in writing before consent is given; L.2.3 if the Architect must adapt, update or reissue The Design for use beyond the scope and conditions of the copyright licence in clause F.1.2: a fee calculated under clause D.6 (Time-based Rate Fee). The Client pays no additional cost using The Design in accordance with the copyright licence in clause F.1.2.
	L.3	Project team L.3.1 The Project team is listed in the Project team table below. L.3.2 The table sets out the names, roles and registration status of each person who, as at the date of this agreement, the Architect reasonably expects will provide the Services. L.3.3 The Architect must promptly notify the Client in writing of any material change to the Project team during this agreement.
	L.4	Complaints handling L.4.1 The Client may submit a complaint about the Architect's conduct or the Services in writing to the Architect's representative. L.4.2 After receiving a written complaint, the Architect must: (a) acknowledge the complaint within 5 business days; (b) respond to the Client in writing within 20 business days; and (c) handle the complaint promptly, professionally and courteously. L.4.3 This clause does not limit either party's rights under section J.
	L.5	Written reasons for termination If the Architect gives notice under clause K.2.1 and the Client has at the time of that notice paid any part of the Fee, the Architect must also give the Client written reasons for the termination.

Special Condition L.3: Project team table

Officers and employees of the Architect, approved partnership or approved company who will provide the Services as at the date of this agreement:

Name	Role	Registration status

INFORMATION TO THE CLIENT: About the Fee payable to the Architect

This summary helps you understand how the Fee and other costs under this contract will be calculated. It does not change the contract's terms in Section B and D.

What will the Fee be? The Fee payable and the method of calculating it is set out in Schedule B. Your Architect may charge by lump sum, a percentage of construction cost, time-based rates, or a mix.

You also pay Disbursements (project expenses), plus GST. Disbursements may attract a 15% administration fee.

Your Fee can change:

- if the project scope changes (clause D.8),
- if the cost of building your project changes (for percentage fees, clause D.4), or
- as hourly rates are reviewed yearly against CPI (clause D.6.3).

When and How to pay the Fee: Your architect invoices monthly and monthly invoices may reflect a change in the Fee for the reasons above. Payment is due within the period in Item 7A. Late payments attract interest at the rate in Item 7B.

INFORMATION TO THE CLIENT: Complaints to the Architects Registration Board of Victoria

You may make a complaint about the Architect to the Architects Registration Board of Victoria (ARBV) at any time. Complaints can relate to the Architect's professional conduct or fitness to practice.

You are not required to use the process in clause L.4 before making a complaint to the ARBV.

Information about how to make a complaint to the ARBV is at www.arbv.vic.gov.au.

SCHEDULE C_ ANNEXURE — ARBV CHECKLIST

Reproduced unamended from the ARBV publication “Working with an Architect Checklist” issued April 2026.

This Checklist does not form part of the contract.

These Checklist and the questions are intended to apply to an engagement for Class 1 and Class 10 buildings.

WORKING WITH AN ARCHITECT CHECKLIST

Issued April 2026 · www.arbv.vic.gov.au

1 WHAT TO CONSIDER WHEN CHOOSING AN ARCHITECT

Before selecting an architect to work with, consider your priorities and whether the architect you are considering is the right architect for your project. The following checklist may assist you with this decision.

- ☐ Have I done my research?
- ☐ Do I like the architect's work?
- ☐ Have I looked at their previous work on their website?
- ☐ Have I considered multiple architects?
- ☐ Is the architect registered with the ARBV? Check the register on the ARBV website: www.arbv.vic.gov.au
- ☐ Have I done a reference check?
 - ☐ Is the architect a good communicator?
 - ☐ Does the architect meet deadlines?
 - ☐ Was the client satisfied with the service received?
 - ☐ Would they recommend the architect?
 - ☐ Would they do anything differently?
- ☐ Does the architect understand my brief & priorities?
- ☐ Has the architect provided a clear fee breakdown for their services?
- ☐ Is this architect a 'good fit'?

2 WHAT TO CONSIDER WHEN ENGAGING AN ARCHITECT

Before starting work with an architect ensure you have a client-architect agreement in place. This agreement should outline the roles and responsibilities of both parties under the agreement. It must be provided to you before any work is undertaken and you must be given 7 days to read and understand the agreement.

The agreement must be in writing and must include the following:

- ☐ The names of the parties to the agreement (this may be a company, partnership or an individual architect)
- ☐ The name, registration number and contact details of the architect responsible for the services
- ☐ The scope and nature of the project, as well as any specific requirements
- ☐ The timeframes
- ☐ How the architect's fees and costs related to the services will be calculated and paid
- ☐ Estimates of costs related to the services (if possible)
- ☐ How a change or amendment to the services may impact the fees and costs
- ☐ The circumstances that may result in an escalation of fees or costs
- ☐ How progress updates will be provided to you

- ☐ How you can authorise the architect to proceed with work
- ☐ How you can vary the agreement
- ☐ How the architect can obtain my authority to change or amend the services

- ☐ The right of an architect to withdraw from the services if they believe they breach the law or the Victorian Architects Code of Professional Conduct
- ☐ How the agreement may be terminated
- ☐ Who owns copyright for the paid-for design and plans/drawings
- ☐ If and how you can use the design and plans/drawings and any additional costs that may apply
- ☐ If additional costs or the architect's consent are required to use the design or plans/drawings
- ☐ Details of the architect's current professional indemnity insurance
- ☐ How you can make a complaint to the architect
- ☐ How you can make a complaint the ARBV

The architect must also provide the names of all people who will be involved in providing the services, including their role and registration status.

3 BEFORE SIGNING THE SERVICE AGREEMENT CONSIDER:

- ☐ Is the architect registered with the ARBV?
- ☐ Have I read the agreement?
- ☐ Do I understand the agreement?
- ☐ Does the agreement contain all the required information (see above)?
- ☐ Is the budget as agreed?
- ☐ Do I understand what the fees and charges are and how they are calculated?
- ☐ Do I understand what my rights and obligations are if the agreement is terminated?
- ☐ Is there any limit on what I can do with the design and plans/drawings?
- ☐ Has the architect answered all my questions about the agreement/services?
- ☐ Have I sought external / legal advice on anything I do not understand?

Find out more on the ARBV website · www.arbv.vic.gov.au