

AGREEMENT MADE ON \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ BETWEEN:  
 (insert date when the last person signs)

|   |  |
|---|--|
| <b>THE CLIENT</b>   | <b>THE ARCHITECT</b><br><small>is a person who or entity which is registered by the relevant Architects Registration Board</small> |
| Name  | Name   |
| Client's Representative   | ABN <span style="float: right;">Registration No.</span>  |
| ABN   | Architect's representative   |
| Email   | Email  |
| <b><i>By signing, you agree to be bound by the terms and conditions of this agreement and you consent to either party signing and entering into this agreement using an electronic method or signature:</i></b> |  |
| 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</i> 2001:  | If the Architect is a corporation, executed in accordance with section 127 of the <i>Corporations Act</i> 2001:                    |
| Signed director 1 / sole director:  | Signed director 1 / sole director:   |
| Signed director 2 / secretary:  | Signed director 2 / secretary:   |
| Date:   | Date:  |

## FOR

**the Project:** A brief description of the Client's 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.

\$

*(Note: Does not include GST. The Client pays the GST in addition to the Cost of Works as revised. See clauses A.3 and C.2.)*

## SCHEDULE A\_SCHEDULED ITEMS

| ITEM 1.                |  |                                       |   |   |                            |                          |
|------------------------|--|---------------------------------------|---|---|----------------------------|--------------------------|
| FEES<br>(excl. GST)    | Service (refer also to the Cover Letter or 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 | Mobilisation Fee*  |                                       |   | \$  |                            |                          |
|                        |  |                                       | % OR  | \$ OR   |                            | <input type="checkbox"/> |
|                        |  |                                       | % OR  | \$ OR   |                            | <input type="checkbox"/> |
|                        |  |                                       | % OR  | \$ OR   |                            | <input type="checkbox"/> |
|                        |  |                                       | % OR  | \$ OR   |                            | <input type="checkbox"/> |
|                        |  |                                       | % OR  | \$ OR   |                            | <input type="checkbox"/> |
|                        |  |                                       | % OR  | \$ OR   |                            | <input type="checkbox"/> |
|                        |  |                                       |   | <b>Total Lump Sum Fee (excl. GST):</b>                                  | \$                         |                          |
|                        |  |                                       |   | <b>GST as calculated on the above amount:</b>                           | \$                         |                          |
|                        |  |                                       |   | <b>Total Lump Sum Fee (incl. GST):</b>                                  | \$                         |                          |

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

**ITEM 2.**

| HOURLY RATES   |                           |                           |    |          |
|----------------|---------------------------|---------------------------|----|----------|
| Personnel      | Hourly rate excluding GST | Hourly rate including GST |    |          |
| See clause C.4 | Principal/Director        | \$                        | \$ | per hour |
|                | Team Leader               | \$                        | \$ | per hour |
|                | Senior Architect          | \$                        | \$ | per hour |
|                | Architect                 | \$                        | \$ | per hour |
|                | Graduate                  | \$                        | \$ | per hour |
|                | Technician                | \$                        | \$ | per hour |
|                |                           | \$                        | \$ | per hour |
|                |                           | \$                        | \$ | per hour |

**ITEM 3.**

| DISBURSEMENTS  |  | Item | Rate or basis to calculate disbursement, plus 15% administration fee (excluding GST, unless stated otherwise) |
|----------------|--|------|---|
| See clause C.5 |  |      |   |
|                |  |      |   |
|                |  |      |   |
|                |  |      |   |
|                |  |      |   |

**ITEM 4.**

| INSURANCES      |                                  |                   |  |
|-----------------|----------------------------------|-------------------|--|
|                 | Details                          |                   |  |
| See clause A.19 | Professional Indemnity Insurance | Not less than: \$ |  |

**SCHEDULE B\_SCOPE OF SERVICES**

As at the date this agreement is signed, the **Services** for this Project are set out in the option selected below [*select one only*]:

**Alternative 1:** The **Schedule B** is attached to, or provided at the same time, and forms part of this agreement when both parties sign the front page of this document.

**Alternative 2:** Our **Cover Letter** is included in and forms part of this agreement when both parties sign the front page of this document

**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 2024. Please consider the guidance on Acumen. 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 *either* a Schedule B or a Cover Letter (depending on the alternative selected above) that sets out terms and details not addressed in these pages.

## A. SERVICES (See Schedule B or Cover Letter)

### A.1. Architect's Obligation

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 at least 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**, the **Services** 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 of the **Cost of Works**:
  - a given by the Architect is indicative and not a guarantee of the final, actual **Cost of Works**; and
  - b may be revised during the **Project** whether based on the advice of the Architect or other consultant, tenders or offers from building contractors and variations during construction.
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 under clause A.3.1.b, the Client accepts the revised forecast

Cost of Works and will adjust its **Total Project Cost** budget accordingly.

### 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 discuss and co-operate on 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, if 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 also negotiate in good faith a reasonable revised program under clause A.4.1.
2. If the parties do not agree a change to the **Fee** and a revised program, either party may terminate this agreement effective immediately by giving the other party a notice to this effect and if so, clause J.2 will apply.

### 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 reasonable costs it actually incurs 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. when a building contractor has been appointed and if contract administration forms part of the **Services**, only issue instructions for the building contractor through the Architect;
3. co-operate with the Architect to determine a reasonable budget for the **Cost of Works**;
4. in a timely way, provide all information required by the Architect to complete the **Services**;
5. co-operate with the Architect to ensure efficient and satisfactory progress through all stages of the **Project**, including giving prompt decisions and approvals 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 Client's 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 daily on and from the date that payment was due.
5. If any payment under this agreement is overdue, the Architect is entitled at its discretion to suspend the **Services** and if so, 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 **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 (as 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 in good faith and use reasonable efforts to 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 if so clause J.2.b 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** and in **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 receives all overdue amounts.
3. If the Client's use of **The Design** is inconsistent with or in breach of the terms of the licence given in clause E.2, the Client indemnifies the Architect from all reasonable costs (including legal costs) the Architect actually and directly incurs due to any breach of the licence terms.
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 contract, loss of business opportunity and payment of liquidated sums or damages under any other agreement or settlement).
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 choice):
  - 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) and if given verbally, such actions won't be effective until given or confirmed in writing by that party.
2. The applicable law of this agreement is the law of the state or territory in which the **Site** is located.
3. This agreement together with Schedule B and the **Cover Letter** (if Alternative 2 selected) constitutes the entire agreement and supersedes all prior agreements, representations or understandings between the Client and the Architect in relation to the **Project**.
4. If any term used in the **Cover Letter** (if Alternative 2 selected) is inconsistent with this agreement, or creates any ambiguity, the terms of the **Cover Letter** apply to and take precedence over all other terms or equivalent words used in this agreement.
5. This agreement applies to all services delivered by the Architect before the formal execution of this agreement.
6. 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.15, 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 (see clause G.2);
  - 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 date of the termination notice; and
    - the amount for all **Services** carried out and costs or expenses reasonably incurred by the Architect in connection with ending the **Services**, up to and including the termination date; and
  - b. the Architect must, promptly after receiving payment, issue to the Client a copy in PDF format of the relevant documents to be delivered under the **Services** up to the date of termination; and
  - c. the Client will have no claim in relation to the adequacy or completeness of the **Services** nor any documents delivered by the Architect under clause J.2.b.

3. The rights and obligations in sections E, F, G, and this section J and defined terms in section K survive and continue to be in effect even if this agreement ends or is terminated under this Agreement or a special condition.

## K. DEFINITIONS

Defined terms are shown capitalised and have the meaning and details given in the schedule on page 1 of this agreement and:

**Code of Practice** means the Australian Institute of Architects' Code of Professional Conduct (if it applies to the Architect) and the *Architects Act* or *Architectural Practice Act* and associated regulations and industry codes, as amended or replaced from time to time, that apply to the Architect 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 list of **Services** and any additional terms and conditions set out in the letter of engagement to the Client that is provided with or attached to this agreement (if any).

**The Design** includes all design concepts, drawings and documents created in connection with, or delivered under the **Services**.

**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.

**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 after 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 described in Schedule B (if Alternative 1 applies) or the **Cover Letter** (if Alternative 2 applies) to be performed by the Architect under this Agreement for the **Project**.

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

**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.