



Australian Institute of Architects

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AN10.01.131

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April 2009

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**Reference***Copy*

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**CLIENT AND  
ARCHITECT  
AGREEMENT**

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## Agreement made between:

### The Client

By signing this Agreement the client authorises the architect to commence the services as soon as practicable.

Name \_\_\_\_\_

ABN (if any) \_\_\_\_\_ Client's representative \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

If the client is an individual, individual trustee, partnership, or unincorporated association

Signed \_\_\_\_\_

or

If the client is an incorporated association

Signed \_\_\_\_\_ officer Signed \_\_\_\_\_ officer/secretary  
(cross out alternative not applicable)

or

If the client is a corporation, executed in accordance with s.127 of the Corporations Act 2001

Signed \_\_\_\_\_ director/sole director Signed \_\_\_\_\_ director/secretary  
(cross out alternative not applicable) (cross out alternative not applicable)

Date \_\_\_\_\_ Date \_\_\_\_\_

## AND

### The Architect

This agreement has been developed as a formal basis for the relationship between a client and an architect. Under the Architects Acts in each state and territory, an architect is a person who is registered by the relevant Architects Registration Board (or equivalent).

Name \_\_\_\_\_

ABN \_\_\_\_\_ Registration No. \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

The client should be aware that the person nominated as architect under this agreement may not be entitled to use the title 'architect' in the place the project is located. The client should check with the relevant Registration Board that the person named as architect is entitled to be described as an architect in that place.

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

Architect's representative \_\_\_\_\_

If the architect is an individual, individual trustee, or partnership

Signed \_\_\_\_\_

or

If the architect is a corporation, executed in accordance with s.127 of the Corporations Act 2001

Signed \_\_\_\_\_ director/sole director Signed \_\_\_\_\_ director/secretary  
(cross out alternative not applicable) (cross out alternative not applicable)

Date \_\_\_\_\_ Date \_\_\_\_\_

## FOR

### The Project

The project scope, its location and the extent of work which requires the architectural services are as follows:

### The Budget

This budget may be reasonably relied on by the client and the architect in determining the architect's fees. Estimates of the *Cost of Works* may be revised and the parties must agree any resultant changes to the scope of services and fees.

Agreed initial budget for the *Cost of Works* (refer Clause C.2): \$ \_\_\_\_\_ (excl GST)

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The following terms are defined terms under the this Agreement:

### **Total Project Cost (as set out in Clause C.1)**

The *Total Project Cost* is inclusive of GST and is defined as the *Cost of Works* plus all other costs to the client associated with the project, including but not necessarily limited to:

- removal and relocation costs
- design and construction contingencies, including escalation costs
- architectural, consultant and other professional fees
- authority fees and charges
- legal fees
- landscaping
- loose furniture, fittings and equipment
- finance charges, marketing and promotional costs

### **Cost of Works (as set out in Clause C.2)**

The *Cost of Works* is exclusive of GST and is defined as the final cost of all work designed, specified or scheduled by the architect, including all work designed, specified and/or scheduled by specialist consultants coordinated by the architect, including:

- a the final adjusted contract price (excluding GST) in accordance with any building contract, plus
- b the equivalent final cost (excluding GST) of any work or items supplied to the building contractor by the client (as if provided by the building contractor under the building contract), plus
- c the final cost (excluding GST) of any part of the project provided under a contract other than the building contract.

### **The Design (as set out in Clause G.1)**

The architect retains copyright in *The Design*. *The Design* means, design concepts, drawings and documents provided under this agreement.

### **Public Information (as set out in Clause G.2)**

*Public Information* means any information containing a 2- or 3- dimensional representation of the project, or a part of it published, exhibited or communicated to persons other than the client or architect or their representatives.

## A. Core Architectural Services

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*Core architectural services are the professional services required by most clients for a building project from the initial design to completion of construction. The majority of projects require all core architectural services. Some projects may not require them all, or may require additional services as described in Clause B.*

The architect will provide the following services in relation to the project *[strike out those services not required]*:

### A.1 Concept Design

#### Pre-design

- obtain the client's design brief and other requirements
- arrange, attend and record meetings with the client
- provide recommendations for the appointment of other specialist consultants as required, including their fees
- attend the site and assess site conditions and constraints
- make initial inquiries regarding authority regulations and requirements
- review the project budget
- other Pre-design services as shown in Schedule A

#### Design

- arrange, attend and record meetings with the client, authorities, other consultants and other relevant parties
- undertake preliminary assessment of authority regulations and requirements
- prepare sketches, diagrams and other information to adequately explain the concept
- prepare design briefs for other consultants
- coordinate preparation of a preliminary estimate of the *Cost of Works*
- undertake preliminary selection of materials and finishes
- other Design services as shown in Schedule A

#### Approvals

- obtain the client's approval of the design concept
- obtain the client's approval to proceed with Design Development
- obtain the client's approval to prepare the Town Planning/Development Application, where required

### A.2 Design Development

#### Developed Design

- develop the approved Design Concept and present documents and other information to adequately explain the developed design
- arrange, attend and record meetings with the client
- arrange, attend and record meetings with authorities, other consultants and other relevant parties
- coordinate the work of other specialist consultants
- provide schedule of proposed materials and finishes

- review the developed design against the budget and coordinate the preparation of an updated estimate of the *Cost of Works*
- other Design Development services as shown in Schedule A

#### Approvals

- obtain the client's approval of the developed design
- obtain the client's approval to submit Town Planning/Development Application, where required
- obtain the client's approval to proceed with Construction Documentation

### A.3 Town Planning/Development Application

- confirm statutory authority requirements
- attend pre-application meetings with relevant authorities prior to submission of formal application
- prepare application, including plans, diagrams, analyses, studies, reports and other information for the submission
- assist the client in coordinating required specialist consultants
- assist the client with lodging formal application
- other Town Planning/Development Application services as shown in Schedule A

### A.4 Construction Documentation

#### Documents

- arrange, attend and record meetings with the client
- coordinate and integrate the work of other specialist consultants
- prepare drawings including plans, elevations and sections, together with other details and schedules to enable statutory approval to construct the project
- prepare specifications in accordance with the drawings and the client's requirements describing the quality of materials, finishes and quality of work necessary to obtain statutory approval
- submit required documents for statutory approval
- prepare further drawings, specifications and schedules to enable the construction of the project
- coordinate the preparation of a pre-tender estimate of the *Cost of Works*
- provide recommendations to the client on the preferred method of building contractor selection
- other Construction Documentation services as shown in Schedule A

#### Approvals

- obtain the client's approval to submit for statutory approval
- obtain the client's approval of all construction documents
- obtain the client's approval to proceed with Contractor Selection

## A.5 Contractor Selection

Undertake one of the following two methods for the selection of a building contractor *[strike out the option not selected]*:

### Tender

- assist client in determining the preferred tender process
- prepare tender documents and issue to all tenderers
- respond to inquiries from tenderers
- receive and open the tenders
- together with the cost consultant, if any, assess the tenders
- negotiate with the preferred tenderer if required to obtain an offer acceptable to the client
- prepare reports on tenders and recommendation for client acceptance
- other services as shown in Schedule A, or

### Negotiated Offer

- assist client in determining the preferred negotiation process
- issue relevant documents to the prospective contractor to describe the scope of the works
- arrange and coordinate negotiations and enquiries with the prospective contractor
- together with the cost consultant, if any, assess all submissions from the prospective contractor required to establish the contract price and final project scope
- prepare report and provide recommendations for client acceptance
- other services as shown in Schedule A

### Approvals

- obtain the client's approval to prepare the contract documents

## A.6 Contract Administration

### Pre-construction

- prepare the contract documents
- arrange for signing and execution of the building contract documents by the building contractor and owner

### Construction

- report regularly to the client regarding time, cost and progress of the project
- visit the site periodically to observe the general conformance of the construction works with the building contract documents and instruct the building contractor regarding design quality control, materials selections and performance in regard to the building contract documents
- arrange, attend and arrange for recording of site meetings at regular intervals
- review shop drawings and submissions by the building contractor
- provide the building contractor with instructions, supplementary details and clarification of the contract documents

- coordinate the construction services provided by other specialist consultants
- assess and determine variations and obtain client approvals where required
- assess and determine the building contractor's progress claims and issue progress certificates
- assess the building contractor's claims for extensions of time
- adjust prime cost and provisional sums and other monetary sums
- instruct the building contractor in regard to incomplete work and rectification of any defects
- assess and determine practical completion and issue the notice of practical completion
- other Construction services as shown in Schedule A

### Post-construction

- during the defects liability period, instruct the building contractor in regard to incomplete work and rectification of defects
- if required, advise the client and coordinate the procedure for the rectification of any defective work by others
- assess and determine final completion and issue the final certificate
- other Post-construction services as shown in Schedule A

## B. Additional Architectural Services

*This Clause describes project specific services that may be required in addition to the Core Architectural Services described in Clause A.*

The architect will provide the following additional services in relation to the project *[strike out those services not required]*:

### B.1 Feasibility Study

- establish with the client the project objectives and constraints
- arrange, attend and record meetings with the client, consultants and other relevant parties
- review statutory planning controls and guidelines
- analyse site opportunities and constraints
- prepare relevant functional relationship and spatial diagrams.
- determine key financial indicators for the project
- provide report of findings and recommendations
- other Feasibility Study services as shown in Schedule A

### B.2 Record Documents

- undertake detailed photographic survey of existing site and buildings
- coordinate survey of existing site and building conditions by specialist consultants
- undertake detailed existing building measurement
- prepare drawings showing existing buildings, visible services and finishes

- prepare Record documents showing completed buildings, visible services and finishes
- other Record documents services as shown in Schedule A

### **B.3 Town Planning/Development Application: Negotiation**

- arrange, attend and record meetings with the client
- as directed by the client, negotiate and attend meetings with relevant authorities, adjoining owners or other relevant parties
- prepare additional drawings and documentation and/or amend existing drawings and documentation to comply with additional authority requirements
- submit additional or revised documentation to the relevant authority for endorsement
- assist the client in preparing instructions for relevant specialist consultants
- prepare additional documentation or evidence for planning courts or tribunals
- attend hearings and give evidence at planning courts/tribunals
- other Town Planning/Development Application: Negotiation services as shown in Schedule A

### **B.4 Illustration**

- provide 2D marketing drawings
- provide 3D illustrations
- provide digital animations
- other Illustration services as shown in Schedule A

### **B.5 Trade Package Documentation**

- assist client appointed programmer (or programmer appointed by selected building contractor/construction manager/ project manager) in preparation of agreed program trade documentation packages
- provide documentation, including relevant drawings, specifications and schedules in trade package format
- provide matching specification for each trade package
- provide set of standard preliminaries suitable for inclusion with all Trade Package Documentation
- coordinate client appointed consultants in preparing Trade Package Documentation for specialist sections of the works
- assist client appointed building contractor/construction manager/ project manager in responding to queries from trade contractors
- other Trade Package Documentation services as shown in Schedule A

### **B.6 Other Services**

- Other Services as shown in Schedule A

### **B.7 Changes to Services**

The agreed services may be changed by mutual agreement in writing in accordance with Clause I and Clause J.

## **C. Cost**

The client and the architect must agree an initial budget for the *Cost of Works*. The client agrees that their initial agreed budget for the *Total Project Cost* appropriately takes into account the initial budget for the *Cost of Works*.

Estimates of the *Cost of Works* may be revised during the project and such revisions must be in accordance with client or consultant advice, tenders or offers received and any adjustments during construction.

As revised estimates of the *Cost of Works* are prepared, the client and the architect must agree the adjusted budget for the *Cost of Works*. As revised estimates of the *Cost of Works* are prepared, the client agrees that the adjusted budget for the *Total Project Cost* appropriately takes into account the agreed adjusted budget for the *Cost of Works*.

Estimates of the *Cost of Works* are not a guarantee of the actual cost, a quotation or a tender.

### **C.1 Total Project Cost**

The *Total Project Cost* is inclusive of GST and is defined as the *Cost of Works* plus all other costs to the client associated with the project, including but not necessarily limited to:

- removal and relocation costs
- design and construction contingencies, including escalation costs
- architectural, consultant and other professional fees
- authority fees and charges
- legal fees
- landscaping
- loose furniture, fittings and equipment
- finance charges, marketing and promotional costs

The architect is not responsible for monitoring or controlling the *Total Project Cost* for the client.

### **C.2 Cost of Works**

The *Cost of Works* is exclusive of GST and is defined as the final cost of all work designed, specified or scheduled by the architect, including all work designed, specified and/or scheduled by specialist consultants coordinated by the architect, including:

- a the final adjusted contract price (excluding GST) in accordance with any building contract, plus
- b the equivalent final cost (excluding GST) of any work or items supplied to the building contractor by the client (as if provided by the building contractor under the building contract), plus
- c the final cost (excluding GST) of any part of the project provided under a contract other than the building contract.

At the execution of this Agreement the initial budget for the *Cost of Works* (excluding GST) is as stated on page 1.



## D. Time

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The client must inform the architect of their initial program for the project and from this, the client and the architect must agree an initial program for the architect's services.

The initial program may be revised during the project by mutual agreement in writing.

### D.1 Protracted Services

If the architect's services are protracted by any cause beyond the architect's control:

- a the architect must notify the client in writing of the cause and anticipated extent of the protraction, and
- b the architect is entitled to additional fees and to a reasonable extension of the agreed program.

### D.2 Suspended Services

Where the architect's services are suspended for any reason by the client or the architect, the architect is entitled to payment of all fees and Disbursements due.

Where the architect's services are suspended by the client, the architect is also entitled to reimbursement of any associated costs.

In either case, all other rights and entitlements of the architect continue as though the suspension had not taken place.

## E. Fees

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Fees for the architect's services will be on the basis of at least one of the following:

- a percentage of the *Cost of Works*
- a lump sum fee
- an hourly rate fee
- if applicable, a combination of these

The agreed basis of fees is set out in Schedule E1.

All fees are GST exclusive, with accounts submitted under this agreement to be tax invoices as applicable.

Additional services required by the client after this agreement is signed will be assessed at an agreed hourly rate, or as otherwise agreed in writing.

The total percentage or lump sum fee shown in Schedule E1 takes precedence over any error, omission or ambiguity in the amounts allocated to individual services or invoiced at stages prior to the final invoice.

### E.1 Percentage Fees

Where Percentage Fees apply, the total percentage fee is allocated to specific architect's services as shown in Schedule E1.

Percentage Fees are calculated and adjusted progressively against the budget for the *Cost of Works* adjusted in accordance with Clause C, subject to final adjustment against the *Cost of Works*, when determined.

### E.2 Lump Sum Fees

Where Lump Sum Fees apply, the total lump sum is allocated to specific architect's services as shown in Schedule E1.

If Lump Sum Fees apply and the project scope or any of the architect's services under this agreement are changed, the resulting work is subject to the hourly rates shown in Schedule E2, or as otherwise agreed in writing.

### E.3 Hourly Rate Fees

Where hourly rate fees apply, the respective rates for different services or different personnel are shown in Schedule E2.

Hourly rates are subject to annual review in line with the Consumer Price Index.

For fees calculated on the basis of agreed hourly rates, the architect must provide, if requested, time sheets or other records to substantiate all hours claimed.

### E.4 Fee Invoices

Fee Invoices may include, but are not necessarily limited to:

- a amounts due for services provided up to the day before the date of invoice, and
- b amounts for reimbursement of Disbursements due in accordance with Clause E6.

Fee Invoices may be submitted monthly or as otherwise agreed in writing.

### E.5 Disbursements

Disbursements not included in the agreed fees for architect's services are to be paid directly by the client, or paid by the architect and reimbursed by the client, as shown in Schedule E3.

If reimbursement of the architect relates to a Disbursement and a service fee is also shown in Schedule E3, the amount reimbursable to the architect will be the Disbursement plus 15%.

### E.6 Payment of Invoices

Amounts due under an invoice must be paid within 14 days of the date of the invoice.

Amounts due under an invoice and not paid within the above period will be subject to interest at a rate of 15% per annum.

Interest will be applied pro rata on the outstanding balance by dividing the rate by 365 to obtain a daily rate and multiplying that percentage by the number of days the balance is outstanding.

The architect is entitled to suspend provision of services if any payment in relation to a properly submitted invoice is overdue.

## F. Other Specialist Consultants

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Most projects require additional specialist consultant services in support of the architectural services provided under this agreement.

### F.1 Specialist Consultant Engagement

The architect and the client agree the project will require the services of the specialist consultants specified in Schedule F.

Schedule F indicates those specialist consultants to be engaged directly and paid by the client as well as those to be engaged directly and paid by the architect as part of the architectural fees provided for in Clause E of this agreement.

In relation to any specialist consultant engaged directly and paid by the client, the client will engage each such consultant on the basis that:

- a the architect is not responsible for the services provided by the specialist consultant;
- b the architect is responsible for coordination of the specialist consultant's services, and
- c the client is to pay the specialist consultant all its fees and Disbursements, but the client may seek the architect's confirmation that the consultant services invoiced have been provided.

### F.2 Additional Specialist Consultants

Where the architect and the client agree that additional specialist consultant services are required beyond those specified in this agreement, such additional consultants may be:

- a engaged directly and paid by the client, subject to Clause F1, or
- b engaged directly and paid by the architect, in which case the associated fees will be charged in addition to the architectural fees provided for in Clause E of this agreement.

## G. Intellectual Property

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### G.1 Copyright

The architect retains copyright in *The Design*. *The Design* means, design concepts, drawings and documents provided under this agreement.

The architect grants the client an express but revocable licence to use *The Design* for the project on the site for which it was intended, subject to the conditions that:

- a no licence is granted or implied under this agreement other than the express licence;
- b the licence may be revoked by the architect in writing if any invoice that the architect is entitled to submit under this agreement is overdue, in which case the licence is automatically reinstated on the architect's receipt of all overdue amounts, and
- c the licence is automatically revoked by any event or action by the client or a third party that changes the client's ownership or legal interest in the site in any way, in which case the client may request in writing the architect's consent to reinstate the licence and such consent must not be unreasonably withheld.

On completion of all services under this agreement, and on full payment of all invoices that the architect is entitled to submit under it, including after Termination under Clause M, the licence becomes irrevocable.

### G.2 Moral rights

The architect must be attributed in any *Public Information* about the project promulgated by, or on behalf of, the client or architect, whether the project is complete or not.

The form of attribution must be as stated in Schedule G, and the architect must obtain any consent of the authors of the project required by the *Copyright Act 1968* to enable this form of attribution.

*Public Information* means any information containing a 2- or 3-dimensional representation of the project, or a part of it published, exhibited or communicated to persons other than the client or architect or their representatives.

### G.3 Electronic Data Transfer

The client agrees that:

- a the architect may issue data electronically to it and to others involved in the project;
- b the architect is not responsible for the accuracy, completeness or any contamination of electronically transmitted data;
- c the cost of electronic data preparation and file conversion is to be reimbursed by the client, as shown in Schedule E3.

## H. Insurances and Liabilities

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### H.1 Insurances

The architect must maintain:

- a professional indemnity insurance, not less than the value shown in Schedule H
- b public liability insurance, not less than the value shown in Schedule H
- c insurance to cover liability to employees, to statutory requirements.

### H.2 Limited Liability

To the maximum extent permitted by law:

- a subject to b, c and d below, the architect's total liability to the client under this agreement (including the performance or non-performance of the architect's services), whether under the law of contract, in tort, in equity, under statute or otherwise, is limited to the amount specified in Schedule H;
- 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);
- c the architect has no liability in respect of the architect's services after the expiration of 3 years from the completion of the architect's services, and



- d if any of this clause is void as a result of section 68 of the *Trade Practices Act 1974* (Cth), or parallel state and territory legislation, then the architect's liability for a breach of a condition or warranty is limited to the:
  - supplying of the relevant architect's services again; or
  - payment of the cost of having the architect's services supplied again.

## I. Client Obligations

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The client must:

- a appoint the architect to act as its agent for the project as necessary for the architect to carry out the services;
- b agree with the architect in accordance with Clause C.1, a reasonable budget for the *Cost of Works*;
- c provide all information required by the architect to complete the services described in this Agreement;
- d cooperate fully with the architect to ensure efficient and satisfactory progress through all stages of the project;
- e pay in accordance with Clause E, all fees due plus the applicable GST for the services and Disbursements specified in this Agreement, and any subsequently required services or Disbursements, and pay interest on overdue accounts;
- f engage directly any specialist consultants specified in Schedule F after consultation with the architect on the terms set out in Clause F.2, and pay all fees and expenses associated with their engagement;
- g allow the architect reasonable access to photograph or otherwise record the project before or after completion;
- h allow the architect to publicise the project for marketing purposes unless agreed otherwise;
- i attribute the architect in accordance with Clause G.2, and
- j notify the architect in writing of any details of the project required to be kept confidential.

## J. Architect Obligations

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The architect must:

- a provide the services described in this agreement with the skill and professionalism of a reasonably competent architect;
- b act as the client's agent for the project and as required under the selected building contract;
- c together with the cost consultant, if any, coordinate the preparation of all estimates of the *Cost of Works*;
- d coordinate and integrate the work of all specialist consultants engaged for the project;

- e maintain accurate records and keep the client informed of progress by way of meetings, reports and other means at all stages;
- f notify the client promptly in writing when an instruction from the client or any other requirement changes the scope of services or requires services not provided for by this agreement;
- g for any required services not provided for by this agreement, provide the client with:
  - an estimate of fees, and
  - the likely impact on the estimated *Cost of Works* or on the program;
- h notify the client promptly in writing of any matter connected with the architect's services, ethical or regulatory, that may give rise to a conflict of interest;
- i if a conflict arises, notify the client promptly in writing and suspend the services until the conflict is removed, or the agreement is terminated, and
- j maintain registration with the Architects Registration Board (or equivalent) in the state or territory where the project is located.

## K. General Conditions

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Despite anything expressed or implied elsewhere in this agreement, the architect and the client agree that:

- a the architect is not responsible for ensuring the constructed project complies with the building contract documents, but when engaged for contract administration services, is required to instruct the building contractor regarding requirements of the building contract documents, according to the contract terms;
- b the architect gives no express or implied warranty that the project or *The Design* is fit for the client's purpose;
- c any natural materials selected for a project may change in appearance or dimension following exposure to use or climatic conditions and this is normal behaviour for such materials;
- d the scope of the architect's services does not include any services in relation to asbestos, other hazardous materials, or any other site contaminant;
- e upon completion the client is responsible for ongoing and regular maintenance of the project, including its systems, finishes and equipment;
- f except by the operation of law and as set out in Clause G, neither party can assign or transfer their entitlements or obligations under this agreement without the prior written consent of the other party;
- g the applicable law of this agreement is the law of the state or territory in which the site of the project is located, unless it is outside Australia, in which case it is the law of the state or territory of the architect's address stated in this Agreement;
- h nothing makes ineffective, or reduces, any protection at law from liability which the architect is entitled to in the state or territory of the applicable law;
- i this agreement supersedes all prior agreements relating to the architect's services for the project, and applies to all services provided by the architect before the formal execution of this agreement.

## L. Dispute Resolution

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If a dispute arises out of or in relation to this agreement the client and architect must continue to perform their obligations under the agreement.

When a dispute arises:

- a either party may deliver a notice in writing to the other party outlining the details of the dispute and requiring a meeting within seven days of the date of the notice to make a bona fide attempt to resolve the dispute;
- b if the dispute is not resolved by the meeting, either party may submit the dispute to mediation by delivering to the other a written proposal of mediation;
- c a proposal of mediation must state the name of a mediator accredited by the Institute of Arbitrators and Mediators Australia (IAMA) in the state or territory of the law that applies, who is independent and willing to act;
- d if the parties do not agree on the mediator in writing within seven days after the proposal is delivered, the President of the Chapter of the IAMA in the place of the law that applies, must be requested to nominate the mediator;
- e the mediation must then proceed in accordance with the rules of the IAMA for mediation except that in no case will one party be required to pay more than half of the costs of mediation, and
- f if the parties are unable to resolve the dispute by mediation, confirmed by the mediator in writing, either party may take legal action to resolve the dispute.

## M. Termination

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Either party may terminate this agreement after giving the other party 30 days notice in writing without being required to give any reason.

On Termination of this agreement, unless otherwise agreed in writing:

- a the client must:
  - pay the outstanding balance of all properly submitted invoices delivered prior to the notice, and
  - pay the architect for all services reasonably undertaken and any reimbursable expenses, including those shown in Schedule E3, reasonably incurred by the architect since the delivery of the notice, and
- b the architect must, on receipt of payment, issue to the client a copy of *The Design* as it exists up to the date of termination.

## N. Special Conditions

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Any special conditions applicable to this agreement are nominated at Schedule N and take precedence over any other condition in this agreement.

## O. Schedules

### Schedule A: Other Architectural Services

See Clauses A.1-B.6

Other services not listed in Clauses A.1–B.6 (if any)		
A.1	Concept Design	•
A.2	Design Development	•
A.3	Town Planning/Development Application	•
A.4	Construction Documentation	•
A.5	Contractor Selection	•
A.6	Contract Administration	•
B.1	Feasibility Study	•
B.2	Record Documents	•
B.3	Town Planning/Development Application: Negotiation	•
B.4	Illustration	•
B.5	Trade Package Documentation	•
B.6	Other Services	•

### Schedule E1: Fees (excluding GST)

See Clauses E.1, E.2 & E.3

Service	Percentage	Lump Sum	Hourly Rate	Amount of percentage fee allocated	Amount of lump sum fee allocated (excl.GST)
A.1	Concept Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A.2	Design Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A.3	Town Planning/Development Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A.4	Construction Documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A.5	Contractor Selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A.6	Contract Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B.1	Feasibility Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B.2	Record Documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B.3	Town Planning/Development Application: Negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B.4	Illustration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B.5	Trade Package Documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B.6	Other Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Total (percentage and/or lump sum)</b>		(lump sum amounts exclude GST)		%	\$

### Schedule E2: Hourly Rates (excluding GST)

See Clause E.3

Personnel	Hourly rate
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)
Assistant	\$ per hour (excluding GST)
	\$ per hour (excluding GST)

**Schedule E3:  
Disbursements  
(including GST)**

See Clause E.6

Item	Client to pay	Reimbursable	Service fee	Rate or basis (incl. GST unless stated otherwise)
Fees, taxes, levies or charges paid to authorities	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Advertisements and notices	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Special presentation material, models, perspectives	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Rental of special equipment	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Electronic CAD data transfers and CAD file conversion	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Photographic records	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Courier and parcel postage services	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Copies of documents other than to client for client's own use	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Colour reproductions of documents	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Building contracts	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Travel time	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Vehicle use beyond 30km from office	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
Interstate, intrastate, or overseas travel	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	or <input type="checkbox"/>	<input type="checkbox"/>	

**Schedule F:  
Specialist Consultants**

See Clause F.1

Consultant	Client to engage	Architect to engage	Notes
Quantity surveyor/cost consultant	<input type="checkbox"/>	or <input type="checkbox"/>	
Structural/civil engineer	<input type="checkbox"/>	or <input type="checkbox"/>	
Mechanical engineer	<input type="checkbox"/>	or <input type="checkbox"/>	
Electrical engineer	<input type="checkbox"/>	or <input type="checkbox"/>	
Hydraulic engineer	<input type="checkbox"/>	or <input type="checkbox"/>	
Fire services engineer	<input type="checkbox"/>	or <input type="checkbox"/>	
Certification (building surveyor)	<input type="checkbox"/>	or <input type="checkbox"/>	
Land surveyor	<input type="checkbox"/>	or <input type="checkbox"/>	
Planning consultant	<input type="checkbox"/>	or <input type="checkbox"/>	
Geotechnical engineer	<input type="checkbox"/>	or <input type="checkbox"/>	
Landscape architect	<input type="checkbox"/>	or <input type="checkbox"/>	
Interior design consultant	<input type="checkbox"/>	or <input type="checkbox"/>	
	<input type="checkbox"/>	or <input type="checkbox"/>	
	<input type="checkbox"/>	or <input type="checkbox"/>	
	<input type="checkbox"/>	or <input type="checkbox"/>	
	<input type="checkbox"/>	or <input type="checkbox"/>	
	<input type="checkbox"/>	or <input type="checkbox"/>	

**Schedule G:  
Form of attribution**

See Clause G.2

Attribution of the architect must be as shown below

