

Agreement made on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ between:  
(insert date when the last person signs)

**The Specialist Consultant**

Name \_\_\_\_\_

ABN \_\_\_\_\_ Specialist Consultant's representative \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_ Facsimile \_\_\_\_\_

If the Specialist Consultant is an individual, individual trustee, or partnership:

Signed \_\_\_\_\_

If the Specialist Consultant is a corporation, executed in accordance with section 127 of the Corporations Act 2001:

Signed \_\_\_\_\_ director/sole director Signed \_\_\_\_\_ director/secretary

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

**AND**

**The Architect**

Under the Architects Acts in each state and territory, an Architect is a person who is registered by the relevant Architects Registration Board.

Name \_\_\_\_\_

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

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_ Facsimile \_\_\_\_\_

If the Architect is an individual, individual trustee, or partnership:

Signed \_\_\_\_\_

If the Architect is a corporation, executed in accordance with section 127 of the Corporations Act 2001:

Signed \_\_\_\_\_ director/sole director Signed \_\_\_\_\_ director/secretary

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

**FOR**

**the Specialist Service:**

A brief description of the discipline and work which requires the Specialist Consultant: \_\_\_\_\_

**the Project:**

A brief description of the project scope which requires the Specialist Consultant: \_\_\_\_\_

**located at the Site:**

The location of the site for the Project: \_\_\_\_\_

**the Client**

The name of the Architect's Client(s): \_\_\_\_\_

REFERENCE COPY

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*This ASCA2017 is recommended for projects where the Architect directly engages a Specialist Consultant with the appropriate skill, competence and expertise, to enable the Architect to give specialist advice to the Client. It is not suited to projects where the Client directly engages a Specialist Consultant, even if the Architect is to direct or co-ordinate the work of the Specialist Consultant.*

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Every reference in this document to an “Item” is a reference to that numbered item in Schedule A on pages 7 and 8.

## A. The Extent of Work

The Specialist Consultant must deliver to the Architect the Specialist Service that consists of all the included services set out in A.1, A.2, A.3 and A.4 (*the Extent of Work*):

*Rule a line through those services not required. If you require additional services not listed below, insert these "Other Specialist Services" under Item 2 of Schedule A.*

### A.1 Pre-Design

- a review and report on the Client's brief as it relates to the Specialist Service
- b if requested, give recommendations for the appointment of other specialist consultants considered necessary for the Project
- c give an assessment of site conditions and constraints relevant to the Specialist Service
- d give preliminary analysis of authority requirements relevant to the Specialist Service
- e prepare concept drawings to adequately explain the Specialist Service as it relates to the preliminary architectural scheme
- f give preliminary construction cost estimates of the Extent of Work
- g give a concept design report for inclusion in the Architect's schematic design report
- h get the Architect's approval to proceed to the detailed design development stage of the Specialist Service
- i the "Other Specialist Services" related to Pre-Design specified in Item 2a of Schedule A.

### A.2 Design Development

- a develop the Specialist Service concept into a developed design solution with details to adequately explain the design
- b integrate the design component with the information and design prepared by other specialist consultants, within the overall architectural design
- c give preliminary schedules of all equipment and/or components
- d give outline notes describing components, materials, workmanship and standards of finish
- e review the developed design solution against the Project budget and give revised construction cost estimates of the Extent of Work
- f give necessary supporting documents and assist the Architect and the Client in lodging and obtaining planning approval
- g get the Architect's written approval to proceed with construction documentation related to the Extent of Work
- h the "Other Specialist Services" related to Design development specified in Item 2b of Schedule A.

### A.3 Construction Documentation

- a prepare drawings related to the Specialist Service at an appropriate scale including plans, elevations and sections together with other details and schedules and other information to enable the Project to be tendered
- b prepare specifications describing the quality of materials, finishes and workmanship necessary to complete the work in accordance with the drawings
- c consult with other consultants in the preparation of their component drawings and specifications
- d assist the Architect in the submission of documents to the relevant authority to obtain approval to construct

- e assist in the preparation of pre-tender estimates
- f the "Other Specialist Services" related to Construction Documentation specified in Item 2c of Schedule A.

### A.4 Contract Formation and Site Administration

- a assist the Architect in calling tenders
- b give the Architect responses to inquiries from tenderers regarding the Extent of Work
- c report on tenders in relation to the Extent of Work and give recommendations to the Architect
- d if requested by the Architect, negotiate with services tenderers and subcontractors to achieve performance and budget targets
- e review shop drawings and the contractor's submissions in relation to the Specialist Service
- f give supplementary details and information in relation to the Specialist Service, as required or requested by the Architect
- g carry out periodic site inspections of the Specialist Service, in regard to conformity with construction documentation
- h give recommendations to the Architect regarding variations
- i as requested by the Architect, attend site meetings and other meetings
- j give the Architect regular reports regarding time, cost and progress
- k assess progress claims and other relevant advice in relation to the Specialist Service and assist the Architect in valuing the work completed
- l prepare defects lists related to the Specialist Service, prior to practical completion, and where relevant, performance testing and commissioning
- m inspect rectification and issue acceptance to the Architect
- n inspect the works and prepare the final defects list related to the Specialist Service, prior to the end of the defects liability period
- o assist the Architect in assessing the final certificate in accordance with the building contract for the Project
- p the "Other Specialist Services" related to Contract Formation and Site Administration specified in Item 2d of Schedule A.

## B. Administration

At all times during this Agreement:

1. The person named in Item 1 is the Architect's representative under this Agreement and is authorised by the Architect to give instructions to the Specialist Consultant in connection with the Project.
2. When needed, the Architect must arrange the required authorisation for the Specialist Consultant to go onto the Site to deliver the Specialist Service.
3. The Architect must consider the Specialist Consultant's submissions and requests for information or clarification; and give all decisions or instructions, information or clarifications, within a reasonable time so as not to delay the Specialist Consultant delivering the Specialist Service.
4. The Specialist Consultant is not, and must not act as, the Architect's agent in connection with this Agreement, except for the limited purposes stated in clause H.5.

## C. Fees

In this clause C:

**Service Fee** means the dollar amount (excluding GST) the Architect must, in accordance with clause C.1, pay to the Specialist Consultant for the Extent of Work, either by way of a Lump Sum Fee, Percentage Fee, Hourly Rate or a combination of each as indicated in Item 3.

**Delay Costs** means fees (excluding GST) calculated at the Hourly Rate set out in Item 4, in addition to the Service Fee, payable to the Specialist Consultant for additional time incurred where the Specialist Consultant is delayed in delivering the Extent of Work, but only if:

- the architect confirms in writing that the cause of the delay was beyond the Specialist Consultant's reasonable control and
- the Specialist Consultant took all reasonable steps to minimise the costs under this Agreement to the Architect of the delay.

### C.1 Fees payable

In exchange for delivering the Extent of Work, the Architect must pay to the Specialist Consultant:

- the Service Fee (and if adjusted under clause D),
- plus Delay Costs, if applicable.

The Specialist Consultant must not make a claim for Delay Costs arising from a mistake, failure or omission by the Specialist Consultant, whether or not as a result of a request for correction or clarification referred to in clause H.12.

### C.2 Submitting Claims

The Specialist Consultant may each month submit to the Architect ONE claim for payment (including GST). The claim must clearly state those amounts that relate to the Service Fee and Delay Costs being claimed. If the claim is made in accordance with security of payment legislation in the relevant state or territory (**the SOP Act**), the claim is a **Payment Claim**. If not made under the SOP Act, the claim is an **Invoice Claim**.

The Architect and Specialist Consultant may in writing agree on a different payment schedule.

### C.3 Paying Claims

For Invoice Claims:

- a The Specialist Consultant may submit an Invoice Claim only on or after the date the Architect has submitted its own claim or invoice to the Client for payment of the Architect's services. If the Architect has not advised the Specialist Consultant of such a date, or has not submitted a claim or invoice to the Client in a given month, the date for submitting a claim is the 15th day of that month.
- b If the Architect disputes part of the amount in the Invoice Claim, the Architect must pay within 21 days that amount (including GST) of the Invoice Claim it doesn't dispute. The Specialist Consultant must then issue to the Architect a tax invoice for the corresponding amount paid.
- c Subject only to clause C.3b, the Architect must pay the amount on an Invoice Claim (including GST) within 21 days after receiving it.

For Payment Claims:

- a The Architect must within 10 business days, give the Specialist Consultant a statement in accordance with the applicable SOP Act of the amount the Architect agrees to pay, including GST. If the Specialist Consultant agrees with the Architect's statement, it must issue to the Architect a tax invoice for a corresponding amount.
- e The Architect must within the time required by the SOP Act, pay the Specialist Consultant the amount on that or any other tax invoice issued in accordance with the SOP Act.

The total Lump Sum Fee or Percentage Fee stated in Item 3, overrides any error, omission or ambiguity contained in an invoice, in the amounts

allocated to separate services in Item 3 or invoiced at any stage prior to the final invoice.

### C.4 Disbursements

The Architect must reimburse to the Specialist Consultant only those disbursements listed in Item 5 and that are not marked in item 5 as included in the Service Fee. The Architect may at its discretion agree to reimburse the Specialist Consultant additional disbursements not anticipated and not listed in Item 5. The payment or reimbursement of a disbursement is made at the rate and by the method indicated in Item 5.

### C.5 Percentage Fee

In this clause C.5, **Total Project Cost** means the final cost of all Project works executed by the Architect for and on behalf of the Client, including the cost of any work approved by the Client but later abandoned or not completed, but excluding the Service Fee.

If a **Percentage Fee** is selected and applies under Item 3, the total Service Fee the Architect must pay is that Percentage Fee allocated to a particular service in Item 3, divided by 100 and then multiplied by the Total Project Cost.

However, if this Agreement is terminated under clause M before the Project is complete or completed, or before the Extent of Work is delivered in full, the Service Fee the Architect must pay is the Percentage Fee specified in Item 3, divided by 100 and then multiplied by that proportion of the Extent of Work the Architect reasonably assesses has been delivered up to and including the date this Agreement is terminated.

### C.6 Lump Sum Fee

If a **Lump Sum Fee** is selected and applies under Item 3, the Lump Sum Fee payable under clause C is the amount stated in Item 3.

However, if this Agreement is terminated under clause M before the Project is completed, or before the Extent of Work is delivered in full, the Service Fee the Architect must pay is the Lump Sum Fee specified in Item 3, multiplied by the proportion of the Extent of Work the Architect reasonably assesses has been delivered up to and including the date notice under clause M is received by the Specialist-Consultant.

### C.7 Hourly Rate Fee

If an **Hourly Rate Fee** is selected and applies under Item 3, the Architect must multiply the applicable hourly rate set out in Item 4 by the number of hours worked on the Extent of Works by each employee of the Specialist Consultant listed under Item 4, up to the date the Extent of Work is delivered in full, or the date that the Agreement is terminated under clause M, whichever is sooner.

If requested by the Architect, the Specialist Consultant must, within 7 days of the request, give the Architect time sheets or other records (in written, printed or digital format) to show all actual hours spent on the Extent of Work for the Project.

### C.8 Overdue Payments and Suspension of Services

The Specialist Consultant may suspend the Specialist Service only if:

- a an undisputed Invoice Claim or Payment Claim (or part of) is payable and not paid within 30 days after the date it is to be paid under clause C.3, and
- b the Specialist Consultant gives the Architect 14 days' written notice of the intention to suspend the Specialist Service.

This right is additional to any other rights the Specialist Consultant has, including the right to terminate under clause M. If the Specialist Service has been suspended in accordance with this clause C.8 but the Specialist Consultant has not terminated this Agreement under clause M, the Specialist Consultant must resume the Specialist Services no later than one business day after all outstanding monies due and payable are paid.

## D. Change in Extent of Work

In this clause D:

**Changed Services** means a change in the scope or extent of the services to be delivered that is greater or less than the Extent of Work that the Architect reasonably believes is from time to time required for the Project.

**Changed Service Fee** means the dollar amount that replaces the original Service Fee and is payable to the Specialist Consultant in exchange for the agreed Changed Services. If the Changed Services is greater than the Extent of Works, any increase in the Changed Service Fee greater than the Service Fee, will be calculated by the method set out in clause C.7, unless the parties agreed differently in writing.

### D.1 Negotiating changes to services

If during the course of this Agreement, the Architect considers that the Project requires a greater or reduced Extent of Work scope, the parties must meet to negotiate and agree to the changed scope of the Changed Services and the Changed Service Fee that will be payable for those changed services. This agreement must then be recorded in writing.

If the parties have agreed to an increase in the Changed Service Fee under this clause D, then the Client must first agree to reimburse the Architect for that increase, before the Changed Services are delivered by the Specialist Consultant.

### D.2 Change to services agreed

If so agreed under clause D.1,

- a the Changed Services replaces the Extent of Work for the purposes of clause A and Item 2 and
- b the Changed Service Fee replaces the Service Fee for the purpose of clause C and Item 3.

If the parties cannot agree on the Changed Services, or a Changed Service Fee for the Changed Services, or the Client has not agreed to an increase in the Changed Services Fee, then the Extent of Work and Service Fee will continue to apply.

## E. Sub-Consultants

In this clause E, **Sub-Consultant** means a consultant with expertise in a particular field, reasonably required in connection with the Project, and engaged by the Specialist Consultant.

### E.1 Additional Specialist Sub-Consultants

The Architect and Specialist Consultant agree that the Project may require the services of one or more Sub-Consultants to be paid for by the Specialist Consultant. The parties agree that the discipline, service or identity of the Sub-Consultants stated in Item 6 will be required in connection with the Project.

The Architect may, in accordance with this sub-clause, object to the Specialist Consultant engaging a particular Sub-Consultant not listed in Item 6. To do so, the Architect must act reasonably and must promptly in writing give the Specialist Consultant the specific reasons for objecting to the engagement. If written reasons are given, the Specialist Consultant must not engage that Sub-Consultant, or must promptly terminate the existing engagement.

### E.2 Terms of Sub-Consultant Engagement

The Specialist Consultant will engage each Sub-Consultant on the basis that:

- a the Architect is not responsible or liable for the services delivered by the Sub-Consultant nor the cost of those services;
- b the Architect will have authority to coordinate the Sub-Consultant's services for the project and the Specialist Consultant must take reasonable steps to ensure that the Sub-Consultant is

contractually required to follow a direction given by the Architect; and

- c the Specialist Consultant is responsible, unless agreed otherwise in writing under clause E.1, to pay the Sub-Consultant all its fees and disbursements directly.

If requested by the Architect, the Specialist Consultant must confirm the extent to which the services invoiced by the Sub-Consultant have been delivered.

## F. Intellectual Property

### F.1 Copyright

In this clause F.1:

**Specialist Designs** means the material for the Project created by or on behalf of the Specialist Consultant in the form of designs, documents, drawings, data, computations or schedules, in any format or media.

**Project Materials** means all designs, drawings, documents or materials, in any format or media, which the Architect has copyright or moral rights in, or has been licensed by the Client, the contractor, or others involved in the Project.

During the course of this Agreement:

- a The Specialist Consultant transfers to the Architect the irrevocable ownership of all copyright in the Specialist Designs when they are created, provided that the Specialist Consultant has been paid the proportion of the Service Fee payable for that part of the Extent of Work completed up to the date of creation.
- b The Specialist Designs become the property of the Architect, in accordance with this clause F.1, whether the Project is completed or not.
- c When the Architect gives Project Materials to the Specialist Consultant or a Sub-Consultant, the Architect also gives a revocable copyright licence to use the Project Materials solely for the purpose of preparing the Specialist Designs.
- d The Architect, Client, building contractor or others involved in the Project, as applicable, retain their respective ownership of and copyright in the Project Materials. This includes Project Materials incorporated by the Specialist Consultant into any document, drawing or other work, whether in printed or digital format, prepared by the Specialist Consultant.

### F.2 Moral Rights

In this clause F.2:

**Public Material** means all information or material, whether in digital or printed format, containing a 2- or 3-dimensional representation of the Project, or a substantial part of it, that is published, exhibited or communicated by either party to Third Parties, whether or not the Project is completed, complete, is or will be modified, extended or demolished.

**Third Parties** means persons other than the Client, the Architect, the Specialist Consultant, a Sub-Consultant, or others involved in the Project and each of their nominated representatives.

- a If the necessary information has been inserted in Item 7, this sub-clause F.2a applies: The Specialist Consultant represents, and the Architect relies on, the information given by the Specialist Consultant about the authors of the Specialist Designs and that they have agreed to the Form of Attribution stated in Item 7. The Architect must take reasonable steps to attribute wherever practical those authors in all Public Material using the attribution stated in Item 7.
- b If subclause F.2a does not apply: then the Specialist Consultant represents and the Architect and the Client rely on this representation that the individual authors of the Specialist Designs

have expressly consented to not being identified or attributed in Public Material as an author of the Specialist Designs.

### F.3 Digital Data Transfer

The Specialist Consultant and Architect agree that:

- a each party may issue data, including drawing files in digital format, electronically to the other party and to others involved in the Project;
- b the party issuing the data electronically is not responsible for the accuracy, completeness or any contamination of data transmitted;
- c the parties will not assume or rely on the other to provide data electronically or provide drawing files in digital format, unless clause F.3d applies; and
- d this sub-clause d applies only if a valid digital file format is stated in Item 8: The parties will, at no cost to the other party nor the Client, provide and exchange drawing files in the format stated in Item 8.

## G. Insurances and liability

In this clause G, **Loss or Liability** means costs, expenses, fees (including legal costs on a party-party basis), losses (including indirect losses and all types of consequential and special losses), damage or liability, whether in contract, tort, equity or under statute.

### G.1 Insurances

For the duration of this Agreement, the Specialist Consultant must hold:

- a professional indemnity insurance, for not less than the value shown in Item 9.
- b public liability insurance, for not less than the value shown in Item 9.
- c insurance to cover liability for its employees in accordance with statutory requirements.

### G.2 Liability

The Specialist Consultant indemnifies and must compensate the Architect for a Loss or Liability, to the extent caused or contributed to by a negligent, reckless or illegal act or omission of the Specialist Consultant in connection with this Agreement, except to the extent that a Loss or Liability was caused or incurred as the direct result of a negligent, reckless or illegal act or omission of the Architect.

Nothing in this Agreement excludes, restricts, or modifies any of the warranties in the *Consumer and Competition Act 2010*, or equivalent legislation, to the extent they apply to the parties and this agreement.

## H. Specialist Consultant Obligations

The Specialist Consultant must:

1. deliver the Extent of Work exercising the reasonable skill, care and diligence of an ordinary, skilled consultant in the relevant discipline.
2. work co-operatively with the Architect through all stages of the Extent of Work to contribute to the efficient progress and satisfactory development of the design and other services for the Project delivered by the Architect to the Client.
3. consult regularly with the Architect and attend briefings and meetings related to the Project as requested by the Architect.
4. if providing contract administration services as part of the Extent of Work, give all instructions intended for the contractor, to the Architect only.
5. act as the agent of the Architect only in respect of giving or receiving instructions, requests, notices, advice, information, data

or materials, in connection with the Project, to or from Specialist Sub-Consultants, or other consultants for the Project.

6. first get the Architect's permission before making any contact with the Client.
7. at all times keep confidential all information, in any form (including details of the Client), the Architect tells the Specialist Consultant is confidential.
8. notify the Architect immediately when the Specialist Consultant becomes aware of any matter relating to the Project which may affect the interests of the Architect or the Client, or which is reasonably likely to affect the Service Fee.
9. give, where appropriate or requested by the Architect, estimates of the cost of the Extent of Work, but the Specialist Consultant is not required to offer or give any warranty or make any representation that tenders will reflect or accord with the estimates.
10. at all times during this Agreement, maintain professional or technical registration required by legislation or regulation in the state or territory from which the Specialist Service is delivered.
11. maintain accurate records of all aspects of the Extent of Work and keep the Architect informed, in the form approved by the Architect, of the progress of all stages of the Extent of Work.
12. at its cost, correct or clarify any error or omission in the Specialist Consultant's completed designs, data or documentation that becomes apparent during the Project if the Architect directs the Specialist Consultant to do so. The Specialist Consultant must then promptly give to the Architect the correction or clarification in writing. If the Architect directs orally, the Specialist Consultant must, as soon as practicable, confirm the direction in writing.

## J. Architect Obligations

During this Agreement, the Architect must:

1. work co-operatively with the Specialist Consultant through all stages of the Extent of Work and receive and communicate instructions intended for the contractor.
2. take all reasonable steps to obtain all information or data held or controlled by the Client, which is required by the Specialist Consultant to deliver the Extent of Work.
3. with the information obtained from the Client, give the Specialist Consultant adequate written instructions, information, data and documentation, including preparing a program of the Extent of Work, to define the Client's requirements for the Project.
4. maintain registration with the architects' registration board (or equivalent) in the state or territory where the Project is located.
5. maintain current professional indemnity insurance for the duration of this Agreement.

## K. General Conditions

The parties agree that:

1. except by operation of law, neither party can assign, novate or transfer this Agreement without obtaining the prior written consent of the other party.
2. all variations to the Agreement agreed between the parties are not effective unless and until put in writing.
3. the applicable law of this Agreement is the law of the State or Territory in which the Site is located. If the Site is outside Australia, the applicable law is the law of the State or Territory of the Architect's address Stated in this Agreement.
4. nothing in this Agreement makes ineffective, or reduces, the protection at law from liability which either party is entitled to in the State or Territory of the applicable law.

5. this Agreement supersedes all prior agreements, representations or understandings between the Specialist Consultant and the Architect and constitutes the entire Agreement.
6. a notice or other document that is sent in connection with this Agreement by mail will be deemed to have been received 3 business days (7 business days in the case of overseas mail) after it is posted.
7. if:
  - a document is delivered by fax or an error-free transmission report is received after 5.00pm in the time zone of the Site; or
  - an email delivery receipt is received after 5.00pm;
 the fax document or email (as appropriate) will be deemed to have been delivered at the beginning of the next business day.

## L. Dispute Resolution

### L.1 Resolution Method

If a dispute or disagreement arises out of this Agreement, the Architect and the Specialist Consultant must continue to perform their obligations in accordance with this Agreement. Either party may give notice, in writing, to the other party that they consider that a dispute or disagreement has arisen in connection with this Agreement and must set out the details of the dispute (**the Dispute Notice**).

If a Dispute Notice is delivered, the parties must follow each step of this procedure:

- a Not more than 7 days after a Dispute Notice has been received, both parties must meet at a mutually convenient time to discuss, negotiate and make a genuine attempt to resolve the dispute (**the Resolution Meeting**).
- b If the parties cannot agree to a resolution in writing within 21 days after the Resolution Meeting, either party may refer the dispute to mediation by giving the other party a written **Proposal of Mediation** that must specify the name of a mediator who is independent and willing to act and is accredited by the **Resolution Institute** (or its successor organisation) in the state or territory where the Site is located.
- c If the parties cannot agree on a mediator within 7 days after the Proposal of Mediation is received, either party may ask the President of the Chapter of the Resolution Institute in the state or territory where the Site is located, to nominate a suitable mediator.
- d The mediation must then proceed in accordance with the rules of the Resolution Institute for mediation, but in any case, the costs of the mediation must be borne equally by the parties.
- e Only if the parties are unable to resolve the dispute by mediation, confirmed in writing by the mediator, may either party take legal action to resolve or settle the dispute.

### L.2 Other Disputes

If the Architect has a dispute or disagreement with either the Client, the contractor, another consultant, or a Specialist Sub-Consultant (**the Disputing Party**), that has a connection with the Specialist Service, the Specialist Consultant must comply with all reasonable requests by the Architect to attend meetings between the Architect and the Disputing Party and to assist in dispute resolution procedures between the Architect and the Disputing Party.

## M. Termination

Even if this Agreement is terminated in accordance with this clause M, the parties must continue to comply with the rights and obligations in clauses F.1 and F.2 and clauses G.1a and H.7.

### M.1 Either Party may terminate with notice

A party may at any time terminate this Agreement by first giving the other party 30 days' notice in writing.

### M.2 Termination of head contract

If the agreement or retainer between the Architect and the Client is terminated for whatever reason, this Agreement terminates on the day the Architect notifies the Specialist Consultant that the agreement or retainer with the Client is terminated.

### M.3 Architect may immediately terminate

In this clause M.3, an **Essential Term** means clauses A, B.4, F.1a and G.1 and clauses H.1, H.2, H.4, H.6 and H.10.

Without affecting other rights or entitlements, the Architect may terminate this Agreement immediately by notice in writing if, in the opinion of the Architect, the Specialist Consultant breaches or does not strictly comply with an Essential Term of this Agreement. The Architect's notice must identify the Essential Term that the Specialist Consultant has breached.

### M.4 Architect must pay outstanding fees owed

Within 30 days after this Agreement is terminated under clause M.1, M.2 or M.3, the Architect must pay all outstanding amounts owed to the Specialist Consultant, made up of the following:

- a all outstanding amounts of the Service Fee on tax invoices submitted in accordance with clause C.2, but if an Invoice Claim has been submitted, less any amounts claimed in that Invoice Claim the Architect has disputed in writing; plus
- b all Delay Costs claimed and approved in accordance with clause C.2, before the date of termination; plus
- c all outstanding disbursements submitted for payment by the Specialist Consultant in accordance with clause C.4; but
- d less the dollar value of reasonable costs that are incurred by the Architect, as determined by the Architect, in connection with either the Specialist Consultant terminating under clause M.1 or the Architect terminating under clause M.3, as the case may be.

## N. Special Conditions

The parties agree to the Special Conditions stated in Schedule B. These special conditions apply to and take precedence over all other terms of this Agreement.

REFERENCE COPY

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## SCHEDULE A. SCHEDULE ITEMS

**Item 1:**

Architect's Representative

**Item 2:**

Other Specialist Services, in relation to:

See clauses A.1, A.2, A.3 and A.4    2a Pre-design    {

2b Design development    {

2c Construction documentation    {

2d Contract administration    {

**Item 3:**

Service Fee (ex. GST)

Service	Percentage	Lump Sum	Hourly Rate	Amount of percentage fee allocated to each service	Amount of lump sum fee allocated to each service (excl. GST)
See clause C	<input type="checkbox"/> or	<input type="checkbox"/> or	<input type="checkbox"/>	%	\$
3a Pre-design	<input type="checkbox"/> or	<input type="checkbox"/> or	<input type="checkbox"/>	%	\$
3b Design development	<input type="checkbox"/> or	<input type="checkbox"/> or	<input type="checkbox"/>	%	\$
3c Construction documentation	<input type="checkbox"/> or	<input type="checkbox"/> or	<input type="checkbox"/>	%	\$
3d Contract administration	<input type="checkbox"/> or	<input type="checkbox"/> or	<input type="checkbox"/>	%	\$
<b>Total Percentage Fee and/or Lump Sum Fee (ex. GST):</b>					<b>% \$</b>

*Includes the 'Other Specialist Services' listed in Item 2.*

**Item 4:**

Hourly Rates

Personnel	Hourly rate
See clause C.7	
Principal/Director	\$ per hour (excluding GST)
Associate Director	\$ per hour (excluding GST)
Senior Consultant	\$ per hour (excluding GST)
Consultant	\$ per hour (excluding GST)
Technician	\$ per hour (excluding GST)
Assistant	\$ per hour (excluding GST)
	\$ per hour (excluding GST)
	\$ per hour (excluding GST)
	\$ per hour (excluding GST)

*For all Projects, insert hourly rate figures in this item. These rates are used to calculate the Service Fee payable in accordance with either clause C.7 or clause D.2.*

Architect's initials:

Consultant's initials:

**Item 5:  
Disbursements  
(including GST)**

Item	Architect to pay	Architect reimburses	Service Fee inclusive	Rate or basis (incl. GST unless stated otherwise)
See clause C.4				
Fees, taxes, levies or charges paid to authorities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Advertisements and published notices for the Project authorised by the Architect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Special presentation material, models, perspectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rental of special equipment for the Project authorised by the Architect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Photographic records authorised by the Architect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Courier and parcel postage services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Providing more than one hard copy of documents or drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Colour reproductions of documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Travel time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vehicle use beyond 50km from office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Interstate, intrastate, or overseas travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Preparation of submissions and attendance at planning/building appeals	<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"/>	
	<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"/>	
	<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"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Item 6:  
Specialist Sub-Consultant**

Details of the discipline, service or identity of the Sub-Consultant needed and to be engaged by the Specialist Consultant:

See clause E.1

**Item 7:  
Form of Attribution**

Insert the preferred form of attribution for the Specialist Consultant and every creator/author of the **Specialist Design**:

See clause F.2

**Item 8:  
Digital File Format**

State the preferred digital file format the parties will provide and exchange drawings in:

See clauses F.3c and d

**Item 9:  
Insurances**

Details

See clause G.1a

Professional Indemnity Insurance Not less than: \$

See clause G.1b

Public Liability Insurance Not less than: \$

Architect's initials:

Consultant's initials:

