

CONSULTING SERVICES AGREEMENT

FORWARD

This agreement consists of three parts and when accepted is accepted as whole. Part A: Terms Sheet, Part B: Standard Terms, of which are referenced by Part A, and Part C: Special Conditions that apply to Part A and B.

PART A: TERMS SHEET

1A Client / Principal

Company:		ABN:	
Address:			
Agreement Representative:		Email:	
		Mobile:	

1B Consultant

Company:		ABN:	
Correspondence Address:			
Agreement Representative:		Email:	
		Mobile:	

2A Project

[insert details of the project and its location]

2B Services

[insert description of services and purpose/objectives or cross-reference the relevant separate scope document. Also specify whether the Consultant is to be the Lead Consultant]

2C Other Contract Documents

Item	Name	Ver	Date

3 Insurance

(a) \$10,000,000 professional indemnity; (b) \$20,000,000 public liability

4 Key Personnel

Name	Role	Email	Mobile

5A Fee and Stages

The Fee is comprised of the following amounts, divided into the following Stages:

Fee ID	Milestones to be Completed (insert Milestone IDs)	Stage Date	Fee Basis (Lump Sum, Milestone, Rates)	Fee Amount (\$ ex GST)
F1			Milestone	\$
F2				\$
F3				\$

5B Milestones and Deliverables

Milestone	Milestone Deliverables	Milestone Acceptance Criteria (insert how work is to be assessed as complete - eg Lodged, Client Consent)	Deliverable Format (eg DWG, PDF)	Milestone Date (DD MMM YYYY)
Pre DA				
D1				
DA				
D2				
CC				
D3				
Construction				
D4				
Occupation/Subdivision Certificate				
D5				
Closure				
D6				

5C Deliverables Repository

All Deliverables are to be emailed or uploaded to: [insert email or web address](#)

5D Schedule of Rates

Rates Item (eg, Consultant Grade, or disbursement)	Rates Unit	Rates Amount (\$ ex GST per Unit)

5E KPI

KPI	KPI Penalty (insert amount and whether it is per day or one off – Default is 5% of fee for each day late)
If the Consultant achieves a Deliverable, between 1 and 3 days later than a corresponding Milestone Date	5% per day
If the Consultant achieves a Deliverable, 3 or more days' later than corresponding Milestone Date	5% per day
If the Consultant achieves a Milestone, 5 or more days' later than the Milestone Date	\$

5F Standard Term Contract Applicable

The following Standard Terms are included in Part B and apply.

Applicable (only one to be selected)	Standard Applicable	Dated
Yes/No	Edan Consulting Agreement v4.1	2022
Yes/No	AS4122 - 2010 : Contract for Consultants	2010
Yes/No	AS4000 -1997 : Construction	1997
Yes/No	SFAC2019 - Architecture	2019
Yes/No	NSW Home Building Contract for work over \$20,000	Nov 2020

PART B: STANDARD TERMS

(Intentionally left blank. Applicable standard terms as identified in Part A Terms Sheet: 5F to be inserted)

PART C: SPECIAL CONDITIONS

The following special conditions apply to Part A and B of this agreement

AS4122 – Consulting (Delete Section if Not Applicable)

Part Applicable (ie Part A, B)	Term affected (insert ID)	Replaced By (term to be replaced in full or added by the provided text)
Definitions and interpretation		
Part B	1.1 Consultant	Consultant means the Consultant stated in Item 1B
Part B	1.1 Brief	Brief means Item 2B and any documents provided by the Client referred to therein
Part B	1.1 Contract Documents	Contract Documents means in order of precedence: (a) the Formal Instrument of Agreement; (b) the General Conditions; (c) the Contract Details; (d) Annexures A-D; and (e) the documents identified in Item 2C, in the order in which they appear;
Part B	1.1 Fee Item	Fee Item, Fee Basis and Fee Amount have the meanings given to them in Item 5A;
Part B	1.1 Head Consultant	Head Consultant means the consultant appointed by the Client to act as the head or lead consultant for the Project for the purpose of coordinating the work of all Other Consultants, as indicated in Item 2B;
Part B	1.1 Intellectual Property Rights	Intellectual Property Rights means all beneficial and legal ownership and intellectual and industrial protection rights throughout the world, both present and future, including rights in respect of or in connection with any confidential information, copyright (including future copyright) Moral Right, trade secrets, innovations, inventions (including patents), trademarks, service marks, utility models, circuit layout, mask rights, know-how and designs (whether or not now existing and whether or not registered or registrable) and includes any right to apply for the registration of such rights and all renewals and extensions;
Part B	1.1 KPI	KPI and KPI Penalty have the meanings given in Item 5E;
Part B	1.1 Scope	Removed and replaced with: Milestone, Milestone Deliverables, Milestone Acceptance Criteria, Deliverable Format, and Milestone Date each have the meanings given in Item 5B;
Part B	1.1 Project	Project means the project in relation to which the Services are to be provided as specified in Item 2A;
Part B	14.1 Qualifying Cause	Qualifying Cause means a Variation, or a material breach of this Contract by the Client (not including any acts or omissions of the Client carried out pursuant to, permitted under or required by this Contract);
Part B	1.1 Rates	Rates Item, Rates Unit and Rates Amount are references to those items in Item 5D;
Part B	1.1 Schedule of Rates	Schedule of Rates is a reference to the Schedule of Rates in Item 5D;
Part B	1.1 Stage	Stage and Stage Due Date each have the meanings given in Item 5A;
Copyright and other intellectual property rights		
Part B	21.3 Ownership	<ul style="list-style-type: none"> a) Upon creation, the Intellectual Property Rights in or relating to the Deliverables shall vest in the Client. The Client grants to the Consultant a licence to use those Deliverables solely for the purpose of carrying out the Services. b) The Consultant shall retain the Intellectual Property Right in any original ideas, equipment processes or systems created outside the terms of the Contract and used in carrying out the Services. The Consultant shall grant (or cause to be granted) to the Client an irrevocable licence to use such Intellectual Property Right for the purpose of the Project (including any subsequent repairs, servicing or supply of replacement parts, additions or alterations). c) To the extent that the Intellectual Property Rights in or relating to the Deliverables are not capable of being vested in the Client, the Consultant shall ensure the Client is granted an irrevocable license by the relevant holder of the Intellectual

		Property Rights to use those Intellectual Property Rights for the Project.
TIME		
Part B	12.2	<p>COMPLETION, DELAY AND EXTENSION OF TIME</p> <p>12.2.1 Completion The Consultant must:</p> <p>(a) proceed with the work under the Contract with due expedition and without delay and shall complete the Services in accordance with the Program so as to achieve the Milestone Dates; and</p> <p>(b) perform the Services in a manner that does not delay the Project and must not interfere with, delay or hinder the performance of activities by other consultants or contractors in respect of the Project.</p> <p>12.2.2 Notice of Delay The Consultant must notify the Client in writing of any event which the Consultant believes will or is likely to delay the performance of the Services within 5 Business Days after the Consultant first becomes aware of the event.</p> <p>12.2.3 Extension of Time</p> <p>(a) If the Consultant is or will be delayed in performing the Services by a Milestone Date by a Qualifying Cause, the Consultant may claim an extension of time by giving the Client a written EOT Claim within 3 Business Days after the Consultant became aware of the delay or should have become aware of the delay (and every 5 Business Days thereafter to the extent that the delay persists for more than 10 Business Days). The EOT Claim must set out the following details:</p> <ul style="list-style-type: none"> (i) the Variation, or the Client's act, which is the cause of the delay; (ii) the consequences of the delay on the Milestone Dates and Program; and (iii) the steps the Consultant has taken (and will take) to mitigate the delay, and must attach such documentation and information as is reasonably necessary to support its claim for an extension of time. <p>(b) Following receipt of an extension of time claim, the Client will review the claim and, if in the Client's opinion (acting reasonably) the Consultant has satisfied all of the requirements in clauses 12.2, 12.3(a) and 12.3(c), the Client will grant a reasonable extension of time to the Consultant and adjust the relevant Deliverable Date accordingly.</p> <p>(c) The Consultant is not entitled to any extension of time in relation to a claimed delay unless:</p> <ul style="list-style-type: none"> (i) the delay has been caused by Quantifying Cause; (ii) the delay will prevent the Consultant from meeting the Milestone Date; (iii) the delay is not caused or contributed to by the Consultant; (iv) the Consultant has taken proper and reasonable steps both to preclude the occurrence of the cause of the delay and / or minimise the consequences thereof; (v) the delay is not concurrent with a delay for which the Consultant is not entitled to any extension of time; and (vi) the Consultant has complied with clauses 12.2 and 12.3(a).

SFAC2019 - Architecture (Delete Section if Not Applicable)

Part Applicable (ie Part A, B)	Term affected (insert ID)	Replaced By (term to be replaced in full or added by the provided text)
Part B	1.1.c	communicate with you reasonably promptly, respectfully and regularly. Respond to client calls or emails within 48hrs.
Part B	1.1.f	
Part B	1.1.h	
Part B	1.1.j	Attend bi-weekly progress meeting
Part B	1.2.f	No signage at the project site is to be erected unless approved prior in writing by the client
Part B	1.2.g	The architect or their agent is not permitted to photograph the project, and use the project, and any material generated by it for awards programs, publications, marketing and promotion unless agreed prior in writing by client.
Part B	1.3	Deleted
Part B	2.b.i	Deleted
Part B		
Part B	3.b.ii	the architect is to confirm the terms of the variation in writing including: (A) the scope of the variation; (B) the fee, hourly rates to apply, or other proposed mechanism for valuing the variation; and (C) updated tables for Part A: Terms Sheet, 5B Fee and Stages or Part A: Terms Sheet, 5C Milestones and Deliverables , clearly detailing the line items updated, replaced or removed.
Part B	3.2	Deleted
Part B	4.2.a	The architect may provide a tax invoice to you for any deposit set out in Part A: Terms Sheet, 5B Fee and Stages ;
Part B	4.3.a.i	the amount of each tax invoice within the time provided for in Part A: Terms Sheet, 5B Fee and Stages .
Part B	4.3.a.ii	Deleted
Part B	5.a	Before the Consultant commences carrying out the Services, the Consultant shall effect a professional indemnity insurance policy for the Services covered in the Contract with a total aggregate cover of not less than the sum stated in Item 3(a) for any single claim in respect of legal liability arising from a breach of professional duty, whether owed in contract, by reason of any negligent act, error or omission by the Consultant or its employees, agents or subconsultants or otherwise. The policy shall include provisions for one automatic reinstatement of the sum insured and for loss of documents. The policy and such level of cover shall be maintained until the Consultant completes carrying out the Services and thereafter for a period of 10 years; and
Part B	5.c	The Consultant shall maintain a public liability policy for an amount in respect of any one claim or series of claims arising from the one original cause of not less than the sum stated in Item 3(b). The policy shall be maintained until the Consultant completes carrying out the Services. The policy shall cover the Consultant in respect of liability to the Client and third parties in respect of any claim for loss of or damage to property or death or injury to any person arising from the acts or omissions of the Consultant, its employees and subconsultants in the course of carrying out the Services and shall extend to indemnify the Client as one of the class of persons constituting the Insured but not in respect of liability to the extent that the loss, damage, death or injury is due to or results from an act or omission of the Client; and
Part B	5.d	the Consultant shall insure against liability for death or injury to persons employed by the Consultant including liability by statute and at common law. The insurance cover shall be maintained until the Consultant completes carrying out the Services. Where permitted by law, the insurance cover shall be extended to indemnify the Client for the Client's statutory liability for persons

		employed by the Consultant. The Consultant shall ensure that employees of the Consultant's subconsultants are similarly insured.
Part B	6.a	<p>(i) Upon creation, the Intellectual Property Rights in or relating to the Deliverables shall vest in the Client. The Client grants to the Consultant a licence to use those Deliverables solely for the purpose of carrying out the Services.</p> <p>(ii) The Consultant shall retain the Intellectual Property Right in any original ideas, equipment processes or systems created outside the terms of the Contract and used in carrying out the Services. The Consultant shall grant (or cause to be granted) to the Client an irrevocable licence to use such Intellectual Property Right for the purpose of the Project (including any subsequent repairs, servicing or supply of replacement parts, additions or alterations).</p> <p>(iii) To the extent that the Intellectual Property Rights in or relating to the Deliverables are not capable of being vested in the Client, the Consultant shall ensure the Client is granted an irrevocable license by the relevant holder of the Intellectual Property Rights to use those Intellectual Property Rights for the Project.</p>
Part B	6.b	Deleted
Part B	6.c	Deleted
Part B	6.d	Deleted
Part B	6.e	Deleted
Part B	6.f	Deleted
Part B	7	<p>the Consultant indemnifies, and agrees to keep indemnified, the Client from and against any Claim or Loss (including any legal costs, on a full indemnity basis) arising out of or in connection with the Services or any act or omission of the Consultant including:</p> <p>(a) any breach of this Contract by the Consultant (including the existence of any defect);</p> <p>(b) fraudulent, reckless, unlawful or negligent act or omission by the Consultant it's officers, employees, agents, subconsultants or subcontractors;</p> <p>(c) personal injury to, disease of or death of any person;</p> <p>(d) loss of or damage to and the resultant loss of use of any property, including the Deliverables and/or property of the Client.</p> <p>The Consultant's liability under this clause is reduced to the extent a breach of this Contract by, or the negligence of, the Client or its employees or agents contributes to the Claim or Loss.</p>
Part B	10.d	The Architect must supply to the client all partially or wholly completed deliverables within 5 days of termination notice being given.
Part B	13	<p>COMPLETION, DELAY AND EXTENSION OF TIME</p> <p>13.1 Completion The Consultant must:</p> <p>(a) proceed with the work under the Contract with due expedition and without delay and shall complete the Services in accordance with the Program so as to achieve the Milestone Dates; and</p> <p>(b) perform the Services in a manner that does not delay the Project and must not interfere with, delay or hinder the performance of activities by other consultants or contractors in respect of the Project.</p> <p>13.2 Notice of Delay The Consultant must notify the Client in writing of any event which the Consultant believes will or is likely to delay the performance of the Services within 5 Business Days after the Consultant first becomes aware of the event.</p> <p>13.3 Extension of Time (a) If the Consultant is or will be delayed in performing the Services by a Milestone Date by a Qualifying Cause, the Consultant may claim an extension of time by giving the Client a</p>

		<p>written EOT Claim within 3 Business Days after the Consultant became aware of the delay or should have become aware of the delay (and every 5 Business Days thereafter to the extent that the delay persists for more than 10 Business Days). The EOT Claim must set out the following details:</p> <ul style="list-style-type: none"> (i) the Variation, or the Client's act, which is the cause of the delay; (ii) the consequences of the delay on the Milestone Dates and Program; and (iii) the steps the Consultant has taken (and will take) to mitigate the delay, and must attach such documentation and information as is reasonably necessary to support its claim for an extension of time. <p>(b) Following receipt of an extension of time claim, the Client will review the claim and, if in the Client's opinion (acting reasonably) the Consultant has satisfied all of the requirements in clauses 12.2, 12.3(a) and 12.3(c), the Client will grant a reasonable extension of time to the Consultant and adjust the relevant Deliverable Date accordingly.</p> <p>(c) The Consultant is not entitled to any extension of time in relation to a claimed delay unless:</p> <ul style="list-style-type: none"> (i) the delay has been caused by Quantifying Cause; (ii) the delay will prevent the Consultant from meeting the Milestone Date; (iii) the delay is not caused or contributed to by the Consultant; (iv) the Consultant has taken proper and reasonable steps both to preclude the occurrence of the cause of the delay and / or minimise the consequences thereof; (v) the delay is not concurrent with a delay for which the Consultant is not entitled to any extension of time; and (vi) the Consultant has complied with clauses 12.2 and 12.3(a).
Part B	14	Definitions
Part B	14.1 Consultant	Consultant means the Consultant stated in Item 1B
Part B	14.1 Brief	Brief means Item 2B and any documents provided by the Client referred to therein
Part B	14.1 Contract Documents	Contract Documents means in order of precedence: (a) the Formal Instrument of Agreement; (b) the General Conditions; (c) the Contract Details; (d) Annexures A-D; and (e) the documents identified in Item 2C, in the order in which they appear;
Part B	14.1 Fee Item	Fee Item , Fee Basis and Fee Amount have the meanings given to them in Item 5A;
Part B	14.1 Head Consultant	Head Consultant means the consultant appointed by the Client to act as the head or lead consultant for the Project for the purpose of coordinating the work of all Other Consultants, as indicated in Item 2B;
Part B	14.1 Intellectual Property Rights	Intellectual Property Rights means all beneficial and legal ownership and intellectual and industrial protection rights throughout the world, both present and future, including rights in respect of or in connection with any confidential information, copyright (including future copyright) Moral Right, trade secrets, innovations, inventions (including patents), trademarks, service marks, utility models, circuit layout, mask rights, know-how and designs (whether or not now existing and whether or not registered or registrable) and includes any right to apply for the registration of such rights and all renewals and extensions;
Part B	14.1 KPI	KPI and KPI Penalty have the meanings given in Item 5E;
Part B	14.1 Scope	Removed and replaced with: Milestone , Milestone Deliverables , Milestone Acceptance Criteria , Deliverable Format , and Milestone Date each have the meanings given in Item 5B;
Part B	14.1 Project	Project means the project in relation to which the Services are to be provided as specified in Item 2A;
Part B	14.1 Qualifying Cause	Qualifying Cause means a Variation, or a material breach of this Contract by the Client (not including any acts or omissions of the

		Client carried out pursuant to, permitted under or required by this Contract);
Part B	14.1 Rates	Rates Item, Rates Unit and Rates Amount are references to those items in Item 5D;
Part B	14.1 Schedule of Rates	Schedule of Rates is a reference to the Schedule of Rates in Item 5D;
Part B	14.1 Stage	Stage and Stage Due Date each have the meanings given in Item 5A;

AS4000 – Construction (Delete Section if Not Applicable)

Part Applicable (ie Part A, B)	Term affected (insert ID)	Replaced By (term to be replaced in full by the provided text)

FORMAL INSTRUMENT OF AGREEMENT

1. Definitions and Construction
 - (a) Unless otherwise stated, words and expressions in this document have the same meanings as are respectively assigned to them in the General Conditions attached hereto.
 - (b) The Contract Documents comprise the Contract and what is required or contained in one of them is as binding as if required or contained in all of them.
 - (c) Any inconsistency between the documents forming the Contract shall be resolved by applying the order of precedence set out in Item 2C.
 - (d) No rule of construction shall apply to the disadvantage of one party on the basis that that party put forward the documents comprising the Contract.

2. Obligations
The Consultant must (acting at all times in utmost good faith and in accordance with best practice):

- (a) carry out and complete the Services in conformity with the provisions of the Contract; and
- (b) perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulations and requirements which it is expressly or impliedly required to perform under the Contract.

3. Counterparts
This document may be executed in any number of counterparts which, when taken together, will constitute one instrument. A party may execute this document by signing any counterpart.

4. Entire Agreement
The parties acknowledge that the Contract (Parts A, B and C) forms the entire agreement between the parties and that it shall take effect according to its tenor, notwithstanding any prior agreement in conflict or at variance with it or any correspondence or documents relating to the subject matter of this agreement which may have passed between the parties prior to its execution.

EXECUTION CLAUSE

Signed sealed and delivered by each party as a deed

Signed for and on behalf of the **Client** in accordance with section 127 of the *Corporations Act 2001* (Cth)

sign / print name

sign / print name

office / date

office / date

Signed for and on behalf of the **Consultant** in accordance with section 127 of the *Corporations Act 2001* (Cth)

sign / print name

sign / print name

office / date

office / date