

SERVICES AGREEMENT

This Services Agreement (**Agreement**) is made on **Contract Date**

between

Name of Customer (Customer) [ABN **ABN of Customer**], with address at **Address of Customer**;

and

Mossbosstudios Pty Ltd (**Draftsperson**) [ABN 54 647 441 567], with registered address at **Registered Address of Draftsperson**.

Recitals

1. The Customer requires the performance of the Service.
2. The Draftsperson has agreed to provide the Service to the Customer subject to the terms of this Agreement.

Agreement

3. The parties acknowledge and agree that the Agreement is comprised by the following:
 - a. these general terms and conditions;
 - b. any Special Terms and Conditions specified in Schedule 2 of this Agreement; and
 - c. any letter, purchase order, scope of services, exclusions and/or inclusions issued by the Draftsperson in relation to the performance of the Service.

Definitions and Interpretations

4. In this Agreement, unless the context otherwise indicates:
 - a. **Agreement** means this agreement, including any schedules and annexures attached thereto.
 - b. **Associate** means any of person who acts with the actual or apparent authority of the Customer, including:
 - i. representatives;
 - ii. relatives;
 - iii. Consultants;
 - iv. tenants;
 - v. agents;
 - vi. advisors; or
 - vii. any other person engaged by the Customer.
 - c. **Authority** means any:
 - i. government, or government department, agency, authority or body;
 - ii. local government council;
 - iii. statutory authority or body; or
 - iv. other body, instrumentality or person (including a utility services providers), that has any jurisdiction (whether national, state, territory or local) in connection with the Service or any part thereof, or whose certificate, licence, consent, approval or permission is required in connection with Service or any part thereof.
 - d. **Business Day** means any day in New South Wales other than:
 - i. a Saturday, Sunday or public holiday;
 - ii. 27, 28, 29, 30 or 31 December; or
 - iii. any day on which banks are not open for business generally in New South Wales.
 - e. **Customer** means the person specified at Schedule 1, item 2 of this Agreement.
 - f. **Commencement Date** means the date specified at Schedule 1, item 4 of this Agreement.

Customer

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- g. **Completion** means the stage in the provision of the Service (or any agreed stage of the Service) when the Design Documents and other Deliverables have been issued or delivered by the Draftsperson to the Customer, any Authority or any other relevant person in its final form.
- h. **Consultant** means any architect, engineer, expert or other licenced professional who provides advice in relation to the Services.
- i. **Design Documents** means all design documentation (including drawings, plans, specifications, reports, samples, calculations and other documents) in computer readable or written forms, or stored by any other means, which are required for the performance of the Service, or which the Draftsperson prepared or produced (or will prepare or will produce) as a result of performing the Service.
- j. **Deliverables** means any summary, schedule, forms, submissions or other documents (other than Design Documents) which the Draftsperson prepared or produced (or will prepare or will produce) as a result of performing the Service.
- k. **Disbursements** means:
 - i. costs incurred by the Draftsperson, including travel, copying and printing;
 - ii. fees for attendance of meetings and other consultations with the Customer or any Authority;
 - iii. any fee or cost paid to a Consultant in connection with the Service or any part thereof;
 - iv. any fee or cost imposed by any Authority in connection with the Service or any part thereof, including for obtaining any certificate, licence, consent, approval or permission; or
 - v. any other cost incurred by the Draftsperson on behalf of the Customer.
- l. **Draftsperson** means the person specified at Schedule 1, item 1 of this Agreement.
- m. **Due Date** means the date specified in Schedule 1, item 8 of this Agreement on which the Customer must pay the Draftsperson.
- n. **Fee** means the fee specified at Schedule 1, item 5 of this Agreement.
- o. **Intellectual Property** means copyright and neighbouring rights, registered and unregistered trade and service marks, business and domain names, all rights in relation to inventions (including patents and patent applications), designs, plant varieties, circuit layouts, trade secrets, know how, research data, recipes, formulae, discoveries, process, procedure, methods, developments, computer software, code, flow charts, databases, development tools and any other intangible proprietary rights whether registered or not arising from intellectual activity related in any way to the invention, software, plant variety, circuit layouts, products or services.
- p. **Legislation** means:
 - i. any act of parliament;
 - ii. any subordinate legislation, rules, regulations or by-laws; and
 - iii. binding rules, guidelines, regulations, policies, standards, procedures, codes of practice or requirements
 relating to or affecting any part of the obligations under this Agreement as may be published by the Commonwealth, the New South Wales government or any Authority, with which a party is legally or contractually required to comply.
- q. **Margin** means the fixed percentage of the:
 - i. Disbursements; or
 - ii. cost of the Variation.
 The applicable percentage is specified in Schedule 1, item 6 of this Agreement.
- r. **Project** means the construction project to be carried out at the property specified at Schedule 1, item 3 of this Agreement.
- s. **Schedule of Rates** means the schedule of rates specified in Schedule 4 of this Agreement.
- t. **Service** means the services outlined in Schedule 3 of this Agreement.
- u. **Variation** means:

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- i. any amendment, revision, or other change to a Design Document or Deliverable after the Design Document or Deliverable has been completed and submitted by the Draftsperson to the Customer, any Authority or any other relevant person;
 - ii. any further work required in relation to a Design Document or Deliverable that exceeds the time allowed in Schedule 3 of this Agreement;
 - iii. any cost incurred for the re-printing or re-publication of any Design Document or Deliverable; or
 - iv. the carrying out of any service or the performance of any work that is not expressly specified in writing as an inclusion to the Service.
5. In this Agreement:
 - a. headings are for convenience only and do not affect the interpretation of this Agreement; ~~and~~
 - b. no rule of construction applies to the disadvantage of a party on the basis that the party put forward this Agreement or any part of it,
and unless otherwise stated or the context otherwise indicates:
 - c. words in the singular include the plural, words in the plural include the singular and words importing a gender include all genders;
 - d. where a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
 - e. a reference to a 'party' includes the party's executors, administrators, successors and permitted assigns;
 - f. a reference to any Legislation or to any section or provision of any Legislation includes any:
 - i. statutory amendment or re-enactment of, or any statutory provision substituted for, that Legislation, section or provision; and
 - ii. ordinances, by-laws, regulations, subordinate and delegated legislation and other statutory instruments, issued under that Legislation, section or provision;
 - g. a reference to this Agreement or any other agreement includes this Agreement and the other agreement (as applicable) as amended, novated, supplemented, varied or replaced from time to time;
 - h. a reference to 'the date of the Agreement' (or similar) means the date on which this Agreement is executed by or on behalf of the parties, but if that document is executed by or on behalf of the parties on different dates, it means the later of those dates;
 - i. the word:
 - i. 'day' means calendar day and 'month' means calendar month;
 - ii. 'person' includes an individual, firm, unincorporated association, corporation, company and a government or statutory body or Authority;
 - iii. the words 'include', 'including' and 'includes' and the expressions 'for example' and 'such as', are not words or expressions of limitation; and
 - iv. the expressions 'at law' and 'by law', include under common law, in equity and under any applicable Legislation;
 - j. the expression 'to the extent permitted by law' means to the fullest extent that is permitted by law; and
 - k. all monetary amounts and rates stated in this Agreement are in Australian currency and all payments due under this Agreement must be made in Australian currency.

Term and Application

6. This Agreement commences on the Commencement Date and expires on the Completion of the Service.
7. The terms of this Agreement apply to the performance of the Service, whether before, on or after the Commencement Date.

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Scope of Service

8. The scope of the Service is limited to the services described in Schedule 3 of this Agreement. For the avoidance of doubt, the Service does not include any other works or services not specified as an inclusion.
9. Further to clause 8 above, the works or services specifically described at clause 15 of this Agreement are excluded from the scope of the Service.

Use of the Design Documents

10. The Design Documents are:
 - a. intended for use for the Project only; and
 - b. unless otherwise specified by the Draftsperson in writing, not:
 - i. "for construction" drawings;
 - ii. "as installed," "as built" or "as executed" drawings;
 - iii. architectural drawings;
 - iv. engineering drawings;
 - v. structural drawings; or
 - vi. drawings that comply with any Legislation or requirement of any Authority; and
 - c. concept designs only to assist persons involved in the Project on the aesthetics of the Project.
11. The Design Documents must not be used:
 - a. for any other construction project;
 - b. unless otherwise specified by the Draftsperson in writing, for the purpose of carrying out construction work; or
 - c. for any other purpose not specified in this Agreement.

Disclaimers and Limitations

12. The Customer acknowledges and agrees that the Draftsperson:
 - a. prepares the Design Documents in accordance with the Customer's instructions and information provided by the Customer; and
 - b. will carry out the Service within a reasonable time.
13. To the maximum extent allowed by law, the Contractor disclaims any liability to the Customer or any other person for any:
 - a. delay in the carrying out of the Service or in the preparation of any Design Documents, including any claim for delay damages;
 - b. failure of the Design Documents to comply with any Legislation or requirement of any Authority;
 - c. failure of the Design Documents to comply with any code, specification, Australian or other standard not specified under this Agreement; and
 - d. representation, guarantee or warranty, whether the same is express or implied, whether by Legislation, custom or otherwise.

Supply of Service to Others

14. The Customer acknowledges and agrees that the Draftsperson may, at the Draftsperson's sole discretion and subject to the Draftsperson's obligations under this Agreement, provide service of a similar nature to the Service to any person.

Customer Obligations

15. In addition to and without prejudice to any other obligations under this Agreement, the Customer acknowledges that the Customer is solely responsible for and agrees to, by itself or by engaging others:
 - a. keep the Draftsperson fully informed of any relevant facts, issues, events, or other circumstances that may affect the Project, the Service or any part of the Service;
 - b. provide true, accurate and complete information and/or documents required by the Draftsperson within the time required by the Draftsperson;
 - c. obtain relevant and independent advice from Consultants in relation to the:
 - i. accuracy of the Design Documents and Deliverables;

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- ii. suitability of the Design Documents and Deliverables for the Customer's intended purpose; and
 - iii. compliance of the Design Documents and Deliverables with relevant Legislation (such as without limitation the *Building Code of Australia, Environmental Planning and Assessment Act 1979* (NSW), and the *Home Building Act 1989* (NSW)) and requirements of relevant Authority (including the Council or any relevant development consent or complying development certificate);
- d. if required:
- i. prepare "as installed," "as built" or "as executed" drawings;
 - ii. obtain and maintain any licence, approval, certificate, or other requirement required by any Authority and/or Legislation in relation to the Customer's use of the Service or the carrying out of any construction work in relation to the Project; and
 - iii. obtain certificates and other documents as may be required for the purpose of obtaining an interim and/or final occupation certificate; and
- e. approve and sign off the Design Document.

Customer Warranties

16. The Customer warrants that details, documents and information provided by the Customer to the Draftsperson with respect to the Project and/or the Service are at all times true, accurate and complete.

Payment

17. In consideration of the Draftsperson performing the Service under and in accordance with this Agreement, the Customer agrees to pay the Draftsperson in accordance with this Agreement.
18. The parties acknowledge and agree that the Fee is inclusive of:
- a. one cycle of preparation of each Design Document or Deliverable that forms part of the Service;
 - b. the Draftsperson's time specified in Schedule 3 of this Agreement for the preparation of each Design Document or Deliverable; and
 - c. printing one (1) set of hard copies and providing the final and approved version of the Design Documents and Deliverables only.
19. The Draftsperson may issue to the Customer an invoice for payment of:
- a. the Fee;
 - b. the Disbursements;
 - c. the Margin; and
 - d. any Variations
- on the day specified at Schedule 1, item 7 of this Agreement.
20. The Customer must pay the Draftsperson the relevant invoice by the Due Date.
21. If the Customer fails to pay the Draftsperson any invoice by the Due Date, the Customer is liable to pay the Draftsperson interest at the rate specified at Schedule 1, item 9 of this Agreement, calculated daily from the Due Date until the overdue payment is paid.
22. The Customer acknowledges and agrees that the Draftsperson may require payment in advance in relation to any part of the Service or the preparation of any Design Document or Deliverable. For the avoidance of doubt, there is no requirement that the Draftsperson complete the relevant part of the Service or any specific Design Document or Deliverable before the Draftsperson is entitled to payment.
23. To the maximum extent allowed by law, the Customer may not holdback or set-off or assert any claim against the Fee that may be owed by the Customer to the Draftsperson under this Agreement any amount that may be owing by the Draftsperson to the Customer under this Agreement, any ancillary agreement, any claim or right under the law of contract, tort, equity or otherwise, or any other commercial arrangement entered into in between or among the parties.

Variation

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24. A Variation may arise:
- a. as requested by the Customer, whether verbally or in writing;
 - b. from a direction of relevant Authority;
 - c. for revisions beyond the 4 hours allowed for by the Draftsperson; or
 - d. if the Draftsperson, for any reason, carries out any service or performs any work that is not expressly specified in writing as an inclusion to the Service.
25. The value of the Variation is subject to the Margin.
26. If the Draftsperson carries out a Variation:
- a. The Draftsperson may claim for the cost of the Variation and the Margin by issuing an invoice in accordance with clause 19.
 - b. The cost of the Variation will be determined by the Draftsperson and will comprise of:
 - i. cost of materials purchased in relation to the Variation;
 - ii. cost of time spent by the Draftsperson's personnel in performing the Variation, as evidenced by the Draftsperson's timesheets, calculated at the rate specified in the Schedule of Rates; and
 - iii. any Disbursements incurred in relation to the Variation.
27. Variations are subject to the terms and conditions of this Agreement.

Watermark

28. The Draftsperson may, at its sole discretion, use suitable watermarks (including "Draft" or "For Consideration") on any Design Document or Deliverable.
29. The Draftsperson may refuse to remove any watermark from any Design Document or Deliverable until the Customer has paid for such Design Document or Deliverable in accordance with this Agreement.

Intellectual Property

30. Title to all Intellectual Property created under this Agreement vests in the Draftsperson on creation, and the Draftsperson grants the Customer a non-exclusive licence to use any such Intellectual Property for the Customer's use of the Service or the carrying out of any construction work resulting from the Service.
31. If any Design Document, Deliverable, material or other document produced by the Draftsperson (whether on its own or through collaborations with others) in relation to the Service is published (whether in hard copy, electronically or otherwise), the Draftsperson must be credited as a designer or author, as appropriate.
32. If the home, dwelling or other construction work constructed as a result of any Design Document, Deliverable, material or other document produced by the Draftsperson in relation to the Service (whether on its own or through collaborations with others) is featured, mentioned or otherwise showcased in a public document or publication (whether in hard copy, electronically or otherwise), the Service Provider will be acknowledged and/or appropriately mentioned.
33. Unless otherwise agreed to in writing by the Draftsperson the Customer must:
- a. on demand, return to the Draftsperson all Intellectual Property belonging to the Draftsperson; and
 - b. not use, copy or reproduce Intellectual Property belonging to the Draftsperson (or have the same used, copied or reproduced by others) for any purpose other than the performance of the Service or the carrying out of any construction work resulting from the Service.
34. The Customer warrants that any Intellectual Property supplied by the Customer or embodied in or used in connection with the Service (including any design) is the property of the Customer or the Customer is legally entitled to use that Intellectual Property for that purpose.
35. The Customer indemnifies the Draftsperson on an indemnity basis and holds the Draftsperson harmless against any claim associated with or arising out of:
- a. the use of Intellectual Property supplied by the Customer; or
 - b. any infringement or alleged infringement of any Intellectual Property rights or moral rights in relation to any Intellectual Property used or fixed or supplied by the Customer for the purposes of the Service.
36. Clauses 30, 31, 32, 33, 34 and 35 survive the expiration or termination of this Agreement.

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Indemnity

37. The Customer indemnifies the Draftsperson on an indemnity basis and holds the Draftsperson harmless against all claims, expenses, losses, damages, penalties and costs that the Draftsperson may sustain or incur as a direct or indirect result of any:
- a. breach of this Agreement by the Customer or the Associates;
 - b. act or omission (including fraudulent, negligent or unlawful acts or omissions) of the Customer or the Associates; and/or
 - c. details, documents or information provided by the Customer or the Associates to the Draftsperson.
38. The indemnities under clauses 35 and 37 are continuing obligations, separate and independent from the other obligations of the parties. It is not necessary for the Draftsperson to incur expense or make any payment before enforcing a right of indemnity under clause 35 or 37.
39. To the maximum extent permitted by law:
- a. the liability of the Draftsperson to the Customer arising out of the performance or non-performance of the Service, whether under the law of contract, tort, equity or otherwise, is limited to a maximum of \$1.00; and
 - b. the Draftsperson is deemed to have been discharged from all liability in respect of the Service, whether under the law or contract, tort, equity or otherwise, at the expiration of the period of thirty (30) calendar days from Completion of the Service or earlier termination of this Agreement, and the Customer (and persons claiming through or under the Customer) will not be entitled to commence any action or claim whatsoever against the Draftsperson in respect of the Service or any part of the Service after that date.
40. Clauses 37 and 39 survive the expiration or termination of this Agreement.

Insurance

41. The Draftsperson may maintain insurance policies:
- a. as required by relevant Legislation; and
 - b. the Draftsperson chooses to obtain and maintain, at the Draftsperson's sole discretion.
42. Insurance obtained by the Customer does not limit the Customer's obligations or liabilities under this Agreement.

Suspension and Termination

43. If the Customer commits a breach of this Agreement, the Draftsperson may suspend the carrying out of the Service immediately upon the Draftsperson providing written notice to the Customer of the suspension.
44. The Draftsperson will recommence performance of the Service upon the Customer remedying its breach of this Agreement to the satisfaction of the Draftsperson.
45. The Draftsperson is not liable to the Customer or any other person for any damage, cost, liability or expense resulting from the Customer exercising its right to suspend the carrying out of the Service under clause 43 above. The Customer holds the Draftsperson harmless from any and all damage, cost, liability or expense it incurs from the Draftsperson exercising its right to suspend the carrying out of the Service under clause 43 above.
46. If the Customer does not remedy its breach within five (5) Business Days of receiving a suspension notice under clause 43 above, the Draftsperson may terminate this Agreement by providing the Customer notice in writing. The termination of this Agreement under this clause does not limit any other rights and remedies available to the Draftsperson at law or under the other terms of this Agreement, including a claim for damages.
47. The Draftsperson may terminate this Agreement for convenience and without cause by giving the Customer at least ten (10) Business Days' written notice. If the Draftsperson terminates the Agreement under this clause, the Customer will pay to the Draftsperson the relevant Fee for the Service completed in the relevant period up to the date of termination. For the avoidance of doubt, should the Draftsperson exercise its rights to terminate this Agreement in accordance with this clause, the Customer is not entitled to any consequential costs, losses, damage or expense arising from the termination. The Customer holds the Draftsperson harmless

 Customer

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from any and all damage, cost, liability or expense it incurs from the Draftsperson applying its rights under this clause.

Notices

48. Any notice to be given or served under or arising out of a provision of this Agreement must be in writing and:
- a. delivered by hand;
 - b. sent by post;
 - c. sent by facsimile; or
 - d. sent by email
- to the relevant address, facsimile number or email address stated in Schedule 1, item 1 and 2 of this Agreement or last notified in writing to the party giving the notice.
49. Each party must notify the other in writing of a change of address, facsimile number or email address within five (5) Business Days of such change occurring.
50. A notice delivered or sent in accordance with clause 48 will be deemed to have been given or received:
- a. on delivery, if delivered by hand, provided that if delivery is made after 4:00 PM on a Business Day or if delivery is made on a day which is not a Business Day, then in such case the notice is deemed given or received at 9:00 AM on the next following Business Day;
 - b. on the third Business Day after the date of posting, if delivered by post;
 - c. upon confirmation of correct transmission of the facsimile as evidenced by the transmission report, if delivered by facsimile, provided that if delivery is made after 4:00 PM on a Business Day or if delivery is made on a day which is not a Business Day, then in such case the notice is deemed given or received at 9:00 AM on the next following Business Day; or
 - d. upon sending of the email, if delivered by email, provided that if delivery is made after 4:00 PM on a Business Day or if delivery is made on a day which is not a Business Day, then in such case the notice is deemed given or received at 9:00 AM on the next following Business Day.

Dispute Resolution

51. If any dispute or difference arises between the parties as to the interpretation of this Agreement or as to any matter out of or in connection with this Agreement or the Service, the party raising the dispute or difference must serve a notice of dispute.
52. The notice of dispute under clause 51 must:
- a. be given to the other party within five (5) Business Days from the date the act(s), event(s) or circumstance(s) giving rise to the dispute or difference occurred; and
 - b. contain detailed particulars of the dispute or difference and words indicating that the notice is issued under this clause.
53. The parties must meet ~~at~~ to discuss and attempt to genuinely settle the dispute or difference within ten (10) Business Days of receiving the notice of dispute under clause 51.
54. If the parties fail to resolve the dispute or difference within a further ten (10) Business Days from the meeting under clause 52 taking place, then either party has the right to pursue resolution of the dispute or difference through litigation.
55. Notwithstanding the provisions of clause 51 to 54, the Customer must make payments under this Agreement of any amount not subject of the dispute or difference.

Miscellaneous

56. Time is of the essence in respect of all the Customer's obligations under this Agreement.
57. None of the terms of the Agreement can be amended, waived, discharged or released at law unless both parties agree in writing.
58. In relation to its subject matter, this Agreement constitutes the entire agreement and understanding between the parties and takes effect according to its tenor despite:
- a. any prior agreement or dealings in conflict or at variance with this Agreement; or

Customer

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- b. any correspondence or other documents relating to the subject matter of this Agreement which may have passed between the parties or their agents before the date of this Agreement and which are not part of the documents that constitute this Agreement.
59. The parties agree that a construction of this Agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result.
 60. Any provision in this Agreement that is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any other provision of this Agreement.
 61. All obligations to indemnify under the Agreement are continuing, separate and independent obligations and survive the completion of this Agreement and any termination of this Agreement.
 62. The Draftsperson may assign this Agreement or engage its own Consultants, contractors or other relevant persons to perform the Service or any portion of the Service without the express prior written consent of the Customer.
 63. This Agreement is governed by the laws of New South Wales.

Customer

Draftsperson

Executed as an Agreement

Signature

By Name of Representative
Authorised Representative
For an on behalf of
Mossbosstudios Pty Ltd
(Draftsperson)
[ABN 54 647 441 567]

Signature

By Name of Representative
Authorised Representative
For an on behalf of
Name of Customer
(Customer)
[ABN **ABN of Customer**]

Date

Date

Witness Signature

Witness Signature

Witness Name

Witness Name

Date

Date

Customer

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Schedule 1

Item	Reference	Terms and Conditions	
1. Draftsperson	Clause 4(l) Clause 48	Name	Name of Company
		ABN	ABN of Company
		Representative	Name of Representative
		Address	Registered Address of Company
		Fax	Fax Number of Company
		Email	Email of Company
2. Customer	Clause 4(e) Clause 48	Name	Name of Customer
		ABN	ABN of Customer
		Representative	Name of Representative
		Address	Registered Address of Customer
		Fax	Fax Number of Customer
		Email	Email of Customer
3. Project	Clause 4(r)	Address of Project Site	
4. Commencement Date	Clause 4(f)	Commencement Date	
5. Fee	Clause 4(n)	\$Fee (Inclusive of GST)	
6. Margin	Clause 4(q)	Rate of Margin %	
7. Reference Date	Clause 19	Prior to commencing each stage of the Service described in Schedule 3	
8. Due Date	Clause 4(m)	Number Business Days from receipt of the Draftsperson's invoice	
9. Interest for late payment	Clause 21	Rate of Interest % per annum	

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Schedule 2

Note: Refer to clause 3.

The Customer and the Draftsperson agree that:

1. The following Special Conditions form part of this Agreement.
2. In the event of any discrepancy or inconsistency between the Special Conditions and the other terms of this Agreement, the Special Conditions will prevail to the extent of such discrepancy or inconsistency.

Special Conditions

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Schedule 3

Note: Refer to clause 8.

SCOPE OF SERVICES

Stage	Description of Service	Maximum Time Allowed	Fee (Inclusive of GST)
1	PROJECT ANALYSIS <i>Consultation with the Customer to define Project requirements, budget and level of design required to achieve goals. Includes discussion of design possibilities, options and ideas using the information available.</i>	Maximum Number of Hours for this Stage Hours	\$ Amount
	Stage 1 Design:		Included (Yes/No)
	Review the project parameters, including Deliverables required		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Define Scope of Works		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Define Project expectations/goals. What does creating value look like?		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	One round of edits following Stage 1 meeting		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 1 Deliverables:		Included (Yes/No)
	New Project Meeting		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Summary of Project Information		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Summary of Project goals/expectations, including foreseeable challenges		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Design Agreement v1: Scope of Works		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 1 Meeting to review Stage 1 Deliverables		<input type="checkbox"/> Yes / <input type="checkbox"/> No
2	CONCEPT DESIGN <i>Combining the desired Project outcome with the limitations of what is allowed to be built. A solution is designed for the Customer’s needs as identified in Stage 1. Through research and sketching of initial concept iterations, spaces and 3D model perspectives are created. Consultants will likely be engaged at this point. Stage 2 Deliverables explain the design solution.</i>	Maximum Number of Hours for this Stage Hours	\$ Amount
	Stage 2 Design:		Included (Yes/No)
	Collect information on-site [photograph, measure, analyse]		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Investigate relevant regulations & limitations		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Coordinate necessary Consultants		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Create spaces & propose suitable solutions		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Investigate Project precedents		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Gather images of intent to support design concept		<input type="checkbox"/> Yes / <input type="checkbox"/> No

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	Coordinate with Customer on direction and style	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Meeting with approval Authority	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	One round of changes following Stage 2 meeting, if required	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 2 Deliverables:	Included (Yes/No)
	Scaled (measured) drawings	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Design Agreement v1: Estimated Design timeline	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Cover Page	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Site Analysis Page	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Site Photographs Page	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Site Aspect / Exposure Page	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Moodboard Page	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Concept Plan	<input type="checkbox"/> Yes / <input type="checkbox"/> No
3	<p>DESIGN DEVELOPMENT <i>Spaces and volumes are defined by inserting building components to refine all feedback from Stages 1 and 2. Dimensioned 2D drawings are taken from the mass model that start to detail the floor plan's interior rooms. Specific images are chosen to help define the look and feel of the areas, and we begin to select the materials palette.</i></p>	<p>Maximum Number of Hours for this Stage Hours</p>
	Stage 3 Design:	Included (Yes/No)
	Engage Consultants (including for and on behalf of the Customer)	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Feedback from Stages 1 and 2 is used to refine design	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Finalise design and spatial configurations	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Define construction systems	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Calculate all relevant standards that design needs to adhere to	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Collaborate and co-ordinate with Consultants and/or Subcontractors	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Begin to define materiality	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 3 Deliverables:	Included (Yes/No)
	2D drawings [basic plans, elevations, sections, etc.] derived from 3D Revit	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Maximum Building Envelope defined	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Basic finishes and fixtures schedule	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Mood Board	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Cover Page	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Site Analysis Page	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Site Photographs Page	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Site Model/Aspect	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Excavations and Drainage Plan	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Moodboard / Plant and Material Palette	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Concept Plan	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Hardscape/Surfaces Plan	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Softscape Plan	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Plant Schedule	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	1x Lighting Plan	<input type="checkbox"/> Yes / <input type="checkbox"/> No

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	1x Irrigation Plan		<input type="checkbox"/> Yes / <input type="checkbox"/> No	
	1x Relevant Elevations Page		<input type="checkbox"/> Yes / <input type="checkbox"/> No	
	1x Specifications Page		<input type="checkbox"/> Yes / <input type="checkbox"/> No	
	1x Relevant 3D Page		<input type="checkbox"/> Yes / <input type="checkbox"/> No	
4	DESIGN SUBMISSION FOR APPROVAL [DA or CDC] <i>Translation of the approved Design for submission to the relevant approval Authority [Local Council or Private Certifying Authority]. Creation of a drawing set and submission package to suit application requirements. Submission of the application.</i>	Maximum Number of Hours for this Stage Hours	\$ Amount	
	Stage 4:			
	Create Architectural drawings in required scale and format			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Seek, gather, review and collate Consultant's final reports			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Compile all documents according to approval authority			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Responding to authority's requests for more information			<input type="checkbox"/> Yes / <input type="checkbox"/> No
5	CONSTRUCTION DOCUMENTATION <i>Detailing the approved documentation for the purpose of construction. The design is dimensioned and translated to a set of instructions for the Builder and Trades. This is the final set of drawings which will inform all Trades what is to be quoted and built.</i>	Maximum Number of Hours for this Stage Hours	\$ Amount	
	Stage 5 Design:			
	Create drawings that provide technical starting points and alignments			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Evolve design to incorporate all feedback in previous stages			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Finalized details in all plans, sections, and elevations			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Coordinate locations for services as required			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Define schedules, finishes, and fixtures			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Liaise with Builder on Cost of Works estimate			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 5 Deliverables:			
	Drawing set issued for construction			<input type="checkbox"/> Yes / <input type="checkbox"/> No
6	CONSTRUCTION CERTIFICATE [CC] <i>Submission to Authority for approval to build. Requires submission of detailed drawings which address Project-specific requirements from approval Authority. This process assures the proposed construction adheres to the relevant Australian Building standards and will be safe and suitable for the duration of the construction phase.</i>	Maximum Number of Hours for this Stage Hours	\$ Amount	
	Stage 6 Design:			
	Update documentation noting local council Conditions of Approval			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Work with Authority to achieve design approval			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Coordinate with Consultants			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Complete certifying party's application requirements			<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Package information as per format required			<input type="checkbox"/> Yes / <input type="checkbox"/> No

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	Stage 6 Deliverables:		Included (Yes/No)
	Construction Certificate submission package		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Submission of CC Application		<input type="checkbox"/> Yes / <input type="checkbox"/> No
7	SPECIFICATIONS <i>Selection of all materials, fittings, fixtures, textures and colours - from walls to door handles - everything that you will see and touch in your new home.</i>	Maximum Number of Hours for this Stage Hours	\$ Amount
	Stage 7 Design:		Included (Yes/No)
	Compile and schedule all building components		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Compile all surface finishes		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Compile all fixtures		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	One round of changes to selections following Stage 7 meeting		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 7 Deliverables:		Included (Yes/No)
	Finishes Schedule		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Fixtures and Fittings Schedule		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Window and Door Schedule		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Lighting Specification		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Joinery Schedule		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 7 Meeting: Client approval of selections		<input type="checkbox"/> Yes / <input type="checkbox"/> No
8	TENDER PACKAGE <i>Development of highly detailed design documentation to inform a selection of Builders and other Trades of every detail of the design, to enable them to provide an accurate and detailed construction quote.</i>	Maximum Number of Hours for this Stage Hours	\$ Amount
	Stage 8 Design:		Included (Yes/No)
	Defining tender conditions for fair estimation purposes		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Quality assurance & conditions to ensure compliance		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Explanation of site conditions and identification of challenges foreseen		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Building Codes, Standards, regulations and requirements pertaining to each building element		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Develop submission requirements for Builders / Trades to follow		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 8 Deliverables:		Included (Yes/No)
	Tender Package		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Invitation to Quote		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Submission Requirements and conditions		<input type="checkbox"/> Yes / <input type="checkbox"/> No
9	ADMINISTRATION AND CONTRACTS <i>Review Tender submissions and make recommendations as to the most appropriate Builder/ Trades. Provide ad-hoc assistance to Client throughout the Builder/Trades preparation of Building Contracts.</i>	Maximum Number of Hours for this Stage Hours	\$ Amount
	Stage 9 Design:		Included

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			(Yes/No)
	Review Tender submissions, requesting extra information where necessary		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Prepare a shortlist for Client review		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 9 Deliverables:		Included (Yes/No)
	Shortlist of Contractors		<input type="checkbox"/> Yes / <input type="checkbox"/> No
10	DESIGN MANAGEMENT & PROCUREMENT <i>Design Management performed during pre-construction and construction phases of your Project to ensure that small changes resulting from construction are accurately documented. [Note this Stage does not provide for Client's change of mind resulting in need to update documentation.</i>	Maximum Number of Hours for this Stage Hours (Per calendar week)	Note: This is an on-going weekly fee based on Project requirements \$ Amount
	Stage 10 Design:		Included (Yes/No)
	Arrange, attend, and record regular site meetings with Builders / Trades, Consultants and other required		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Liaise with Builders / Trades to provide clarifications, assist with details, solve latent conditions and find solutions		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Review drawings and submissions from Builder		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Assess and determine variations raised by Builder & make recommendations as to Client approval		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Defects walkthrough to assess resemblance to design intent		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Compile defects list with construction documentation as reference point		<input type="checkbox"/> Yes / <input type="checkbox"/> No
	Stage 10 Deliverables:		Included (Yes/No)
	Provide Builder/ Trades with instruction and details as required		<input type="checkbox"/> Yes / <input type="checkbox"/> No

OTHER INCLUSIONS

Included in Stage	Description of Service	Maximum Time Allowed	Fee (Inclusive of GST)
Stage Number	Description of Service	Maximum Number of Hours for this Stage Hours	\$ Amount
Stage Number	Description of Service	Maximum Number of Hours for this Stage Hours	\$ Amount
Stage Number	Description of Service	Maximum Number of Hours for this Stage Hours	\$ Amount
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Schedule 4

Note: Refer to clause 4(s).

SCHEDULE OF RATES

Personnel	Rate Per Hour (Exclusive of GST)
Position / Job Title	\$Rate Per Hour
Position / Job Title	\$Rate Per Hour
Position / Job Title	\$Rate Per Hour
Position / Job Title	\$Rate Per Hour
Position / Job Title	\$Rate Per Hour
Position / Job Title	\$Rate Per Hour
Position / Job Title	\$Rate Per Hour
Position / Job Title	\$Rate Per Hour

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