



## CONSULTANCY AGREEMENT

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<b>APS Reference:</b>	
<b>Property Address:</b>	
<b>Primary Contact:</b>	
<b>Client/Company:</b>	
<b>ABN:</b>	
<b>Street Address:</b>	
<b>Postal Address:</b>	
<b>Phone:</b>	
<b>Email</b>	

Please note: Under the *NSW Building and Construction Industry Security of Payment Act 1999* all accounts must be addressed to the client or company for which the job is being performed. We can send a copy of your account to your representative if you request.

Do you request a copy of your account/s be sent to your representative listed below? Yes/No

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<b>Client Representative:</b>	
<b>Company:</b>	
<b>Postal Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	

I /We accept the Fee Proposal dated (insert date), in the amount of (insert total amount). I/We have also read and accept Allen Price & Scarratts Pty Ltd Terms of Engagement listed over. I confirm that I am authorised to sign and agree with these terms.

Signed by client

Signature:

Print Name:

Position:

Date:

## TERMS OF ENGAGEMENT

### DEFINITIONS

"APS" = Allen Price and Scarratts Pty Ltd

### PROFESSIONAL FEES AND DISBURSEMENTS

1. The professional fees outlined in any fee proposal covers the cost of completing the work detailed in the 'scope of works'.
2. Additional work carried out that has not been included in the agreed 'scope of works' will be charged at our standard hourly rates, which do change from time to time.
3. Our current hourly rates (excluding GST) are:
  - Director \$253/hour
  - Registered Surveyor \$215/hour
  - Town Planner \$195/hour
  - Senior Civil Engineer \$205/hour
  - Engineer Level 1 \$173/hour
  - Survey Technician \$141/hour
  - Drafting \$100/hour
  - Graduate Engineer \$105/hour
  - Administration \$71/hour(These rates are generally reviewed on 1 July of each year)
4. If a fee proposal or fee estimate has not been provided (either verbal or in writing), all works will be deemed to be undertaken on a time and expense basis.
5. If it is the case that the nature of the work being carried out by APS involves the lodgement of any kind of planning application (e.g. development application, major project application, section 4.55 modification application, subdivision certificate application etc) with either a local Council or government authority, the fee quoted (unless otherwise explicitly stated) only covers the cost of all work associated with getting the planning application submitted to the council or government authority. The quoted fee therefore excludes additional work that may be necessary after lodging the planning application, including responding to correspondence or attendance at community or Council meetings, and any other work associated with obtaining the relevant approval / consent.
6. Disbursements will be charged at cost and may include:
  - Photocopying charges
  - Photography, artwork and colour production costs
  - Printing by commercial printers
  - Courier or freight services
  - 'Dial Before You Dig' fees
  - Property information search costs
7. Our fees DO NOT include fees associated with lodgement of development applications with Council (i.e. Council fees and charges) or other service authorities.
8. Any time spent chasing the client for payment of fees to other consultants will be charged to the client on an hourly rates basis.
9. CPI increases may be applicable on projects that progress over a period longer than 6 months after engagement.

### FEE PROPOSAL VALIDITY

1. Unless noted otherwise, fee proposals are valid for a period of 3 months from the date of the proposal. APS may revise the proposal based on the current rates at the time if the proposal is not accepted within 3 months.

### PAYMENT OF FEES

1. The fee structure is based on prompt payment; hence the acceptance of any valid fee proposal issued by APS also acknowledges acceptance of payment of fees as follows:
  - Payment to be made upfront unless prior agreement with a Director of APS. If an agreement has been made, the following will apply
  - Payment shall be made within 14 days from the date of an invoice.
  - All fee proposals exclude GST
  - For on-going work, invoicing will occur on a regular basis.
  - All claims for payment of fees by APS are made under the *NSW Building and Construction Industry Security of Payment Act 1999*.

### PAYMENT TERMS AND CONDITIONS

1. Should the project be halted at any time for 6 months or more by the client, for any reason, APS reserves the right to update the fee proposal and / or relevant hourly rates.
2. All overdue accounts attract interest charged at 10% per annum on the balance outstanding, calculated daily from the due date.
3. If any account is overdue by more than 14 days, APS reserves the right to cease working on the project until the account is settled.
4. Overdue accounts may be passed onto a debt collector for recovery action.
5. If it is necessary to engage our debt collectors then all collection fees, solicitor's costs and disbursements shall be due and payable by the client.

### CHANGES TO THE PROJECT

1. Where changes to the project are required by the client at any time after the proposal has been accepted, APS reserves the right to seek a project fee variation.

### TERMINATION OF WORK

1. Either party may terminate the work by giving ten (10) days notice in writing.
2. Termination will not affect the rights or duties of either party with respect to confidentiality or payment of fees.

### GENERAL CONDITIONS

1. Section 94 and Section 64 contributions and other costs may be payable to Council if a development application is approved.
2. Once a planning application is lodged with a Council or other authority, more information may be requested from the applicant.
3. APS cannot guarantee that the relevant Council or consent authority will approve any planning application regardless of its nature.
4. When a planning application is submitted to a Council or State Government Authority, applicants are required to disclose any political donations or gifts made to either elected representatives or political parties or employees of a local Council within the last 2 years by anyone with a financial interest in the application.
5. Should the hiring of a specialist consultant be required (e.g. ecologist or geotechnical engineer), APS may arrange this on the Client's behalf with the approval of the Client. The Client will be responsible for ensuring that all fees are paid to any specialist consultants hired within the required payment terms.
6. If APS lodges a planning application to a Council or State Government Authority, APS will act as your agent for purposes of obtaining consent only. The owner of the land to which the consent applies is responsible for ensuring such a consent is lawfully implemented.
7. When APS is engaged to perform work on a construction site, the Principal contractor shall induct staff from APS prior to the commencement of work.
8. APS own all intellectual property arising from or in connection with the services we provide. We grant you a royalty free licence to use our intellectual property for the purposes of the project.
9. APS may destroy hard and soft copies of documents we hold in connection with the project after 7 years of the date of the final invoice we send you for our services.

### LODgement OF PLANS OF SURVEY WITH NSW LAND REGISTRY SERVICES

1. Before lodging any Plan of Survey with NSW Land Registry Services for registration, APS will require a cheque made payable to the appropriate government department for the required registration fees.
2. All APS fees are to be paid in full prior to release of any executable documentation required by NSW Land Registry Services.