



DISCLAIMER: The standard terms in the ACAA Consultant-Client Agreement are intended to be used without amendment. Accordingly, anyone intending to amend them should seek legal advice.

ACAA CONSULTANT-CLIENT AGREEMENT LETTER AND SERVICES SCHEDULE – REFERENCE COPY

[Date]

[Client Name]

[Street Address]

[SUBURB] NSW [Postcode]

Attention: [Name]

Email: [Email address]

Dear [Client Name(s)]

[Project Address] – Proposal for access consultancy services

Thank you for inviting [me / us / name of firm] to [provide a fee proposal to] access consultancy services on [description of the project, including address] (the **Project**).

Note: The Consultant may add a personalised paragraph or two to mitigate the feel of the balance of the letter, which may come across as too detached or business-like. It is an opportunity, for instance, to explain the Consultant's enthusiasm for the project and what challenges the Consultant sees.

The scope of the **Services** is set out in the attached **Services Schedule**. It shows:

- the Services [I / we] (the **Consultant**) will carry out and complete for you (the **Client**) in respect of the Project;
- how [my / our] **Fees** are calculated, whether as a lump sum, on the basis of hourly rates, or a combination of these; and
- the **Reimbursable Expenses** [I / we] may reasonably incur in the performance of the Services and in respect of which [I am / we are] entitled to be reimbursed.

This offer to carry out and complete the Services is subject to my standard terms, a copy of which is **attached**. You may accept this offer within 30 days after the date of this letter by:

- giving [me / us] a written notice that you accept my offer;
- returning a signed copy of this letter to [me / us] by email or otherwise; or
- directing [me / us] verbally to proceed with the Services, in which case [I / we] will promptly confirm your direction in writing.

Please contact me on [telephone number] if you would like to discuss any aspect of this offer.

Yours faithfully

[CONSULTANT]

SERVICES SCHEDULE

*Services and Fees	Services	Lump Sum (ex GST)
	<input type="checkbox"/> 1. Design Stage	LS / HR
	<input type="checkbox"/> 2. Documentation Stage	LS / HR
	<input type="checkbox"/> 3. Detailed Documentation Stage	LS / HR
	<input type="checkbox"/> 4. Construction Stage	LS / HR
	<input type="checkbox"/> 5. Expert Witness	LS / HR
	<input type="checkbox"/> 6. Audit	LS / HR
	<input type="checkbox"/> 7. Performance Solution	LS / HR
	<input type="checkbox"/> 8. Home Modification	LS / HR
	Totals	
	Legend: 'LS' means lump sum; 'HR' means hourly rates.	
Hourly Rates	Personnel	
	Principal / Director (\$ / hr, ex GST):	
	Senior Consultant (\$ / hr, ex GST):	
	Assistant (\$ / hr, ex GST):	
Reimbursable Expenses	Item	
	Couriers	
	Meetings	
	Additional site inspections	
	Travel costs	
Payment		
	Time for Consultant to provide tax invoices (CI 4.2):	<input type="checkbox"/> As agreed or, if not agreed, as advised by the Consultant from time to time <input type="checkbox"/> Last business day of each month
	Time for Client to pay tax invoices (CI 4.3(a)):	10 business days after the date of the invoice
	Interest rate on overdue payments (CI 4.3(b)):	12% per annum

SERVICES*1 Design Stage**

- carry out a generalised analysis of the proposed design by reference to relevant codes and standards
- provide advice relating to access for people with a disability and adaptable housing, including on any significant areas of concern
- prepare a statement of compliance in a form suitable for submission for development consent
- attend meetings with relevant authorities if required
- assist, as required, with the lodgement process

2 Documentation Stage

- carry out a generalised analysis of the detailed design by reference to relevant codes and standards
- provide advice relating to access for people with a disability and adaptable housing, including on any significant areas of concern
- prepare a statement of compliance or an access report (as may be required) for submission for a construction certificate
- attend up to [two] meetings with relevant authorities if required

3 Detailed Documentation Stage

- provide advice relating to access for people with a disability and adaptable housing
- review construction details (including door schedules) and provide advice as to compliance with codes and standards
- review shop drawings and other submissions by the contractor
- if appropriate, prepare a statement of compliance

4 Construction Stage

- visit the site as required
- observe, generally, whether the relevant works are in accordance with the construction documents and the relevant codes and standards
- respond to requests for information from the contractor
- if appropriate, prepare a statement of compliance on completion of the relevant works

5 Expert Witness

- provide independent assistance to the court
- comply with the relevant code of conduct that applies to expert witnesses
- attendance at any conclave of experts

6 Audit

- carry out inspection of relevant building by reference to relevant codes and standards
- if appropriate, prepare a scope of works to be carried out
- if appropriate, prepare a statement of compliance at the completion of the works

7 Performance Solution

- carry out inspection of relevant building
- prepare a scope of works to be carried out to allow for a performance solution
- prepare relevant construction documentation in relation to the scope of works
- prepare a statement of compliance at the completion of the works