Date

Name

Role  
Organisation  
Address  
Town State Postcode

Dear ,

Re:

Yours sincerely,

[Electronic Signature]

**Title**

T:

M:

E: [[Name]@aecgroupltd.com](mailto:ashley@aecgroupltd.com)

# Enclosure A: Scope of Services

## Scope & Deliverables

The Scope of Services includes the delivery of the following specific outcomes and deliverables based on the methodology outlined in the preceding letter:

* INSERT DELIVERABLE 1
* INSERT DELIVERABLE 2
* INSERT DELIVERABLE N

## Fee Structure

It is agreed AEC Group Pty Ltd will be paid $XX (excl. GST)

Payment will be made on the following milestone-based delivery program:

* Milestone 1: Project Commencement XX%
* Milestone 2: <<INSERT DESCRIPTION>> XX%
* Milestone n: <<INSERT DESCRIPTION>> XX%

### Receipt of Feedback

It is agreed where feedback is not received on draft materials within four weeks, AEC Group Pty Ltd reserves the right to assume no feedback will be forthcoming and will close the project invoicing the full amount.

### Variations

Any variation to this fee proposal will need to be agreed in writing and will be charged at our standard hourly rates.

# Enclosure B: Project Team

##### NAME – Project Role

HEADSHOT

#### AEC Title

**Qualifications:** xxx, xxx

CV Blurb

* Project experience 1
* Project experience 2
* Project experience 3
* Project experience n

# Enclosure B: Terms and Conditions of Engagement

1. The scope of the Services is as described in the accompanying letter and your instruction to proceed, whether given verbally or in writing, is confirmation of your acceptance of our services, professional charges and AEC Group Pty Ltd (AEC) Terms and Conditions of Engagement.
2. The Client shall be responsible for providing AEC with sufficiently adequate instructions and information to define the Client’s requirements, including the timing, approach and budget as specified in the Terms of Reference (if attached).
3. No aspect of AEC’s analysis or reporting should be taken as investment advice.
4. Unless otherwise stipulated in the preceding proposal, the Client shall be responsible for engaging and managing input from any secondary consultants (if required).
5. AEC will retain all intellectual property rights. Copyright in all documents, including electronic files, prepared by AEC shall remain the property of AEC or on creation vest in AEC.
   1. AEC grants the client a non-transferable perpetual license to use the intellectual property rights referred to in clause 5 for the purpose they were intended and the fees due to AEC in accordance with this Agreement have been paid.
   2. AEC shall be given full credit for the services contributing to and related to the project where the outcomes from the projects are used in other material/ collateral.
6. Neither party shall assign, transfer or sublet any obligation under this Agreement without the written consent of the other.
7. AEC agrees to provide the Services and the Client agrees to pay AEC the fees and reimbursable expenses in accordance with this Agreement. Fees for our services will be invoiced on the basis outlined in Fee Structure of the Scope of Services (typically milestone based). Payment is to be received within 7 days from the date of invoice. Payment not received by the due date will attract interest at the rate of 1% per month or part thereof from the date of invoice until payment. If any account is outstanding for more than 14 calendar days from the due date, AEC may immediately suspend all Services upon giving the Client notice of such intention to suspend.
8. If the scope or nature of the Services is increased, altered, delayed or reduced due to the Client’s instructions or causes beyond the control of AEC then an additional fee will be applied based on AEC’s standard hourly rates or agreed fixed lump sum shall be chargeable, provided AEC has promptly notified the Client. Time extensions to the project delivery program may apply.
9. This Agreement and the services of AEC shall not be novated to any other party without the written consent of AEC and payment in full for all services rendered (invoiced or not) to the date of notification.
10. The Client shall reimburse AEC for expenses reasonably and properly incurred in connection with the Services provided under this Agreement, and as agreed by the Client. These expenses will have a minimum 10% administration and processing fee applied to them.  Such expenses shall include but are not limited to:
    1. Travel and accommodation
    2. Specific technical input from sub-consultants
    3. Printing and other disbursements
    4. Courier services, air freight, international telephone calls.
11. The liability of AEC to the Client arising out of the performance or non-performance of the Services shall be limited to the cost of rectifying the works, which are the subject of the Services.
12. The Client shall indemnify and hold harmless AEC and its officers, employees and agents from all damage, claims, liability and loss incurred or suffered arising out of a breach of contract by the client, unlawful or negligent act or omission of the client.
13. Should the Services be terminated during any particular stage of the agreement then the Client shall only be entitled to use the documents for the partially completed stage(s) in order to complete the works. The documents for the partially completed stage(s) may only be used with the written consent of AEC which consent may include, but not be limited to conditions in relation to payment of fees, including licence fees, recognition of AEC, responsibility for incomplete materials and any other conditions which AEC deems fit. Such consent shall not be unreasonably withheld.
14. Either party may terminate this Agreement on the expiration of reasonable notice (30 days) given in writing. Upon termination, the Client shall pay AEC all costs incurred up to and including the end of the notice period following the termination advice, together with reasonable costs associated with early termination.
15. Any dispute or difference between the Client and AEC shall first be subject to at least one meeting to resolve the difference, and should this fail, escalate to mediation or arbitration and subsequently legal action if resolution cannot be achieved.
16. The agreement will be governed according to the laws applicable in the State of Queensland.
17. For the purposes of this Agreement, "GST" means any consumption tax imposed by government, whether at the point of provision of a service of a sale or at some other specified occurrence, by whatever name, which operates during the term of this Agreement and includes (without limitation) a goods and services tax, a broad-based consumption or indirect tax and a value-added tax.

Accepted for and on behalf of:

Company: <<INSET COMPANY>>

ABN/ ACN: << INSERT COMPANY ABN>>

Registered Address: <<INSERT COMPANY REGISTERED ADDRESS>>

By its duly authorised representative:

|  |  |
| --- | --- |
| Signature: |  |
| Print name: |  |
| Position: |  |
| Date: |  |