



Premium Consulting Engineers
Suite 802, 299 Sussex Street,
Sydney, NSW

15th May 2024

ATTENTION: Felix Ye

25 Waller Avenue, Armidale NSW 2350

CONSULTANCY AGREEMENT

It is with pleasure that we enclose our signed Consultancy Agreement, being for **Mechanical Service design and documentation Consultancy Service** package to the above project for the agreed lump sum of Eight Thousand and Two Hundred Dollars **[\$8,200.00] Plus. GST) plus rates as set out in the Fees - attached**

To evidence your acceptance, please;

1. Provide C of C for insurances including: Professional Indemnity Insurance

During execution of the works, please send invoices directly to myself and:

Accounts

Claudia Caicedo

Ph: 02 9740 3334

E: accounts@raptinbuilding.com.au

For all other matters relating to the Works, please contact the undersigned.

Thanks again for your co-operation and we look forward to the opportunity to complete a successful project together.

Yours faithfully,

Antonella Habib

General Manager

0450 442 448

E: Antonella@raptinbiuilding.com.au

CONSULTANCY AGREEMENT – SPECIAL CONDITIONS

1. The Consultant must:
 - a) provide the Services described in the Documentation and any services incidental thereto in accordance with this Agreement.
 - b) perform the Services so as to meet the Principal Project requirements of the Project as they appear on the information and documents provided by BMA to the Consultant. If the Consultant is uncertain as to those requirements it must seek instructions from BMA.
 - c) provide the Services by no later than the date specified by BMA in the Scope of Works or if no date is specified within a period reasonably required by BMA.
 - d) comply with any reasonable instructions given by BMA in relation to the Scope of Works or delivery of the Services.
2. If the consultant becomes aware of any matter which may delay it in the performance or completion of the Services it must advise BMA immediately.
 - a. The Consultant must perform the Services with the degree of professional skill, care diligence expected of a consultant experienced in providing the same or similar services and acknowledges that BMA has entered into this Agreement reliant upon the Consultant's representation that it has the skill, experience and ability to provide the Services.
 - b. The Consultant must ensure that designs, documents, types of materials and methods of construction proposed or specified by the Consultant or BMA:
 - i. comply with all relevant codes, legislation, ordinances, regulations and Australian Standards, unless otherwise instructed by BMA, and
 - ii. do not infringe any patent, registered design, copyright or other protected right.
 - c. BMA may instruct the Consultant to make a change to the scope or delivery of the Services in which event, BMA must agree with the Consultant on any change to the Fee. Notwithstanding any other clause in this Agreement, BMA will not be liable for the payment of any fees in addition to the Fees unless the nature and approximate extent of any additional fees and the associated work or services are approved in writing by BMA prior to commencement of additional work and services.
 - d. Approvals given or reviews undertaken by or on behalf of BMA will not alter or relieve the Consultant of its obligations under this Agreement.
 - e. At monthly intervals (25th of each month) the Consultant may submit a Progress Claim for the Fees due and the GST thereon for the value of Services provided accompanied by information sufficient to allow BMA to verify each invoice to its satisfaction.
 - f. Subject to the proper performance of the Services, BMA must pay the amount by / on 30th of the following month to which the claim relates. BMA must pay the amount on each invoice unless any amount is disputed by BMA in which case BMA must pay the amount, if any, not in dispute. Note: should the dates herein fall on a public holiday or Sunday, the next business day shall prevail.



- g. Copyright and ownership in all designs and other information prepared by the Consultant under this Agreement will remain with the Consultant however BMA are licensed to use such designs and information for the purpose of the Project.
- h. If BMA provides any concept designs or other preliminary information ("Concept Designs") then the copyright and ownership of the Concept Designs remains with BMA.
- i. The Consultant must keep secret and confidential and must not disclose to a third party without the prior written consent of BMA any information in relation to the Project including information, data, specifications, drawings, reports, accounts or other documents and things supplied or made available by BMA to the Consultant or brought into existence by the Consultant in the performance of or for the purpose of performance of the Services and must take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality and prevent disclosure, including obtaining confidentiality agreements in a form satisfactory to BMA from its employees, agents and subcontractors.
- j. BMA, for its sole convenience, may terminate this Agreement by written notice to the Consultant.
- k. This Agreement is the entire agreement between the parties for the Services and supersedes all previous agreements, proposals, representations, correspondence and discussions in connection with the Services.
- l. Goods and Services Tax ("GST")
All amounts and consideration in respect of a supply made under or in connection with this Agreement are exclusive of GST to the extent it is not otherwise expressly included.
- m. In this Agreement:
"Fees" means the consideration agreed between the parties as adjusted under this Agreement and which does not include GST;

"Scope of Works" means the Principal Project Requirements, Drawings and Fee Proposal attached to this Agreement in which the Fees, the Project and the Services are described.

Signed for the Consultant:

Signed for BMA Construction:
