



Contract of Engagement

Access Consulting Services

Engagement type: Professional consulting services for disability access, accessibility compliance and universal design advice

Date:

1. Parties

This Contract of Engagement is made between, you **[The Client]** and GMA Access Pty Ltd **[Consultant]** The Consultant and the Client are together referred to as the **Parties**.

Client Details			
Name			
ABN		Contact name	
Email		Phone	
Postal Address			

2. Background and Purpose

The Client wishes to engage the Consultant to provide professional access consulting services for the project described in this agreement. The Consultant agrees to provide those services on the terms set out below. The purpose of the engagement is to assist the Client and project team to identify and address accessibility requirements relevant to the built environment across Australia, including requirements arising under the National Construction Code, the Disability Discrimination Act 1992 (Cth), the Disability (Access to Premises—Buildings) Standards 2010 (Cth), applicable Australian Standards, applicable State and Territory legislation, local government requirements, project-specific approval conditions and, where the project involves Specialist Disability Accommodation, applicable National Disability Insurance Scheme requirements and SDA Design Standard requirements.

3. Project Details

Project name	
Site address	
Project stage	
Building classification or use	
Relevant authority	



4. Scope of Services

The Consultant will provide the services set out in the accepted fee proposal, quotation, schedule or written instructions attached to or referenced in this agreement. Unless otherwise stated, the services may include one or more of the following:

- Review of architectural drawings, specifications and supporting project documentation for accessibility matters.
- Advice regarding access requirements under the National Construction Code, Disability (Access to Premises—Buildings) Standards 2010, relevant Australian Standards, applicable State and Territory requirements and, where applicable, Specialist Disability Accommodation requirements.
- Preparation of access design advice, access compliance reports, accessibility statements, audit reports or marked-up drawings.
- Attendance at meetings, design workshops, inspections or site visits where agreed.
- Advice on performance solutions or alternative compliance pathways where agreed in writing.
- Advice on Specialist Disability Accommodation matters where included in the agreed scope, including review against the NDIS Specialist Disability Accommodation Design Standard, relevant SDA Rules, nominated SDA design category requirements and certification-stage documentation requirements.
- Final access inspection or completion report where included in the agreed scope.
- General access consulting and universal design advice reasonably required for the project.

5. Exclusions

Unless expressly included in writing, the services do not include building certification, town planning services, architectural design, engineering design, legal advice, fire engineering, occupational therapy, quantity surveying, specialist product certification, project management, construction supervision, certification of building work, or lodgement of applications with authorities. The Consultant's advice is professional consulting advice only and does not replace approvals, certificates, permits or determinations required from a building certifier, local government, regulator or other statutory decision-maker.

For Specialist Disability Accommodation projects, unless expressly included in writing, the services do not include SDA provider registration, participant eligibility assessment, tenancy or service agreement advice, NDIS funding advice, preparation or lodgement of SDA enrolment applications, third-party SDA certification, occupational therapy assessments, support model design or certification by an accredited SDA assessor.



6. Consultant's Obligations

- The Consultant must perform the services with reasonable skill, care and diligence expected of a suitably qualified access consultant providing similar services in Australia.
- The Consultant must use reasonable endeavours to meet agreed timeframes, subject to receiving complete and accurate information from the Client and project team.
- The Consultant must notify the Client of material access-related issues identified during the services, within the limits of the agreed scope.
- The Consultant must maintain professional indemnity insurance and public liability insurance at levels reasonably appropriate for the services, unless otherwise agreed.
- The Consultant must comply with applicable work health and safety requirements when attending site.

7. Client's Obligations

- The Client must provide all drawings, specifications, reports, approvals, instructions, briefs and other information reasonably required by the Consultant.
- The Client warrants that information provided to the Consultant is accurate, current and complete to the best of the Client's knowledge.
- The Client must promptly notify the Consultant of design changes, site changes, authority requirements or other matters that may affect the services or advice previously provided.
- The Client must arrange safe and lawful access to any site, building or premises required for inspections.
- The Client remains responsible for project decisions, appointment of other consultants, authority submissions, construction work and implementation of recommendations.

8. Fees, Expenses and Payment

The Client must pay the Consultant the fees and expenses set out in the accepted proposal or schedule. Unless otherwise stated, fees are exclusive of GST and are payable in Australian dollars. The Consultant may issue invoices at the milestones, intervals or completion points set out in the proposal, or monthly for services performed and expenses incurred.

Payment is required before any services are commenced. The Consultant is not obliged to perform, commence, continue or deliver any services until the required payment has been received in cleared funds. If payment is not received, the Consultant may withhold or suspend all services without further notice. The Consultant may charge reasonable interest on overdue amounts at the rate specified in the proposal or, if no rate is specified, at a rate not exceeding the rate permitted by law.



9. Variations

A variation occurs where the Client requests services outside the agreed scope, the project changes, additional meetings or inspections are required, documents are reissued after review, timeframes are accelerated, or authority requirements create additional work. The Consultant is entitled to charge additional fees for variations on a time-charge basis or as otherwise agreed in writing before the additional services are performed, except where urgent action is reasonably required to avoid delay or loss.

10. Compliance Framework

The Consultant's services will be assessed against the compliance framework identified in the agreed scope. This may include the National Construction Code, relevant parts of the Building Code of Australia, the Disability Discrimination Act 1992 (Cth), the Disability (Access to Premises—Buildings) Standards 2010 (Cth), applicable Australian Standards, applicable State and Territory legislation, State and Territory building and development provisions, local government requirements and project-specific approval conditions. Where the project involves Specialist Disability Accommodation, the compliance framework may also include applicable requirements under the National Disability Insurance Scheme Act 2013 (Cth), the National Disability Insurance Scheme (Specialist Disability Accommodation) Rules, the NDIS Specialist Disability Accommodation Design Standard, nominated SDA design category requirements, SDA certification requirements and any applicable requirements of the NDIA or NDIS Quality and Safeguards Commission. The Consultant does not warrant that compliance with one instrument will necessarily satisfy every obligation under another instrument, including obligations under anti-discrimination law, planning law, building law, tenancy law, NDIS requirements or participant-specific funding or support arrangements.

11. Reports, Reliance and Intellectual Property

Reports, marked-up drawings, certificates, memoranda, emails and other deliverables prepared by the Consultant are prepared for the Client and the project identified in this agreement only. No other person may rely on the deliverables without the Consultant's prior written consent. The Consultant retains copyright and intellectual property rights in all methods, templates, know-how and pre-existing materials. Upon payment of all amounts due, the Client receives a non-exclusive licence to use the deliverables for the project purpose.



12. Limitation of Liability

To the maximum extent permitted by law, the Consultant's total aggregate liability to the Client arising out of or in connection with this agreement, whether in contract, tort, statute or otherwise, is limited to the amount recoverable under the Consultant's applicable professional indemnity insurance for the relevant claim. The Consultant is not liable for indirect, consequential or economic loss, loss of profit, loss of opportunity, loss of rent, loss of goodwill, delay costs, financing costs or costs arising from reliance on incomplete, inaccurate or superseded information.

Nothing in this agreement excludes, restricts or modifies any consumer guarantee, statutory right or liability that cannot lawfully be excluded, restricted or modified.

13. Insurance

The Consultant must maintain professional indemnity insurance and public liability insurance for the period of the engagement and for any run-off period required by law or professional obligation. Evidence of insurance will be provided on request. The availability of insurance does not extend the Consultant's liability beyond the limits set out in this agreement.

14. Confidentiality and Privacy

Each Party must keep confidential information received from the other Party confidential and must not disclose it except as required for the project, with consent, to professional advisers, insurers or as required by law. The Consultant may collect, use and disclose personal information only as reasonably necessary to perform the services, administer the engagement and comply with legal obligations.

15. Suspension and Termination

Either Party may terminate this agreement by giving written notice. The Consultant may suspend or terminate the services immediately by written notice if the Client fails to pay an overdue invoice, fails to provide necessary information or access, materially changes the project without agreement, or breaches this agreement and fails to remedy the breach within a reasonable time after notice. On termination, the Client must pay all fees, expenses and variation charges incurred up to the termination date.

16. Dispute Resolution

If a dispute arises, either Party may give written notice describing the dispute. Senior representatives of the Parties must meet or confer within 10 business days to attempt to resolve the dispute in good faith. If the dispute is not resolved within 20 business days after notice, either Party may refer the dispute to mediation in the State or Territory in which the services are principally performed, through an agreed mediator or, failing agreement, a mediator appointed by the relevant law society, bar association, professional body or another appropriate body. Nothing prevents a Party from seeking urgent injunctive or declaratory relief from a court.



17. Governing Law

This agreement is governed by the laws of Australia and, where applicable, the laws of the State or Territory in which the services are performed. The Parties submit to the non-exclusive jurisdiction of the courts of Australia, including any State or Territory court with jurisdiction and any courts entitled to hear appeals from those courts.

18. Notices

Notices under this agreement must be in writing and delivered by hand, prepaid post or email to the addresses stated in the project details or otherwise notified in writing. Email notices are taken to be received when sent, unless the sender receives an automated delivery failure message, provided that notices sent after 5:00 pm on a business day or on a non-business day are taken to be received on the next business day.

19. Acceptance

By signing below, the Client agree to be bound by this Contract of Engagement.

Signed for and on behalf of the Client
Name: Position:
Signature: _____
Date: _____