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| --- | --- | --- |
| **Short Form Agreement for Consultant Engagement** | | |
| **Between:**  **[School name] Board of Trustees** (the **Client**)  **and:**  [**Insert full legal name of Consultant entity**] (Company Number [insert number]) (the **Consultant**)  Collectively referred to herein as the ‘**Parties**’ and individually as a ‘**Party**’ | | |
| **Project:** | [Insert description of project] | |
| **Location:** | [Insert address of School] | |
| **Scope & nature of the Services:** | Refer **attached** Schedule 1 | |
| **Programme for the Services:** | Refer **attached** Schedule 1 | |
| **Fees & timing of payments:** | Refer **attached** Schedule 1 | |
| **Information or services to be provided by the Client:** | Refer **attached** Schedule 1 | |
| The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree that the terms and conditions of this Agreement are those set out in:  a) this Short Form Agreement for Consultant Engagement (including Schedule 1);  b) the Ministry of Education’s Amendments to the Short Form Model Conditions of Engagement;  c) the Short Form Model Conditions of Engagement (February 2019);  d) the other documents identified in Appendix 3 (if any);  e) the Client’s Request for Proposals dated [insert date]; and  f) the Consultant’s Proposal dated [insert date],  (together the **Agreement**).  The Parties further acknowledge and agree that the documents comprising this Agreement are in order of precedence. Where any conflict or inconsistency exists between any of the documents listed above, the document that appears first in the order of precedence shall prevail over the provision of any other document or documents appearing lower in the list.  Once signed, this Agreement will replace all or any oral agreement previously reached between the Parties. | | |
| **Client authorised signatory (ies):**  **Print name:**  **Date:** | | **Consultant authorised signatory (ies):**  **Print name:**  **Date:** |

**Schedule 1**

1. **Scope & nature of Services**

[Insert details of the scope and nature of the Services to be provided by the Consultant]

1. **Programme for the Services**

Commencement Date: [Insert]

Completion Date: [Insert]

[If relevant, insert details of the programme and/or any specific deliverable dates [add to/delete/amend the table below as necessary]]

The Consultant must achieve each of the following milestones by the corresponding due date:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Service / Milestone** | **Due date for delivery** |
|  | [Insert] | [Insert] |
|  | [Insert] | [Insert] |
|  | [Insert] | [Insert] |

1. **Fees, expenses & timings of payments**
2. **Fees**

[Select one of the following fee structures to apply. Delete non-applicable option. Obtain legal assistance if neither of the below fee structures apply to the particular project]

Fixed Price Quote (exclusive of GST)

The Consultant has provided a fixed price quote of $[insert GST exclusive figure].

OR

Agreed Hourly Rates (exclusive of GST)

The fee for the Services shall be calculated according to the following hourly rates [, and shall in no event be greater than $[insert fee cap] [delete if the fee is not capped]]:

|  |  |
| --- | --- |
| **Role** | **Hourly Rate ($)** |
| [Insert (e.g. lead architect)] | $[Insert] |
| [Insert] | $[Insert] |
| [Insert] | $[Insert] |

The Consultant shall record all costs against each task in terms of the rates set out above and shall provide the Client with an itemised assessment of the expected final cost. The Consultant shall provide a detailed breakdown of the fee incurred to date if requested by the Client.

1. **Expenses and Disbursements**

[Select one of the following to apply]

No expenses or disbursements are payable by the Client to the Consultant under this Agreement.

**OR**

The Client shall reimburse the Consultant for the following expenses and disbursements incurred by the Consultant in providing the Services:

[Insert details of agreed expenses and disbursements e.g. travel costs, together with details of any caps or other relevant conditions that must be satisfied before the Consultant can claim the relevant expenses/disbursements]

| **Expense** | **Description** |
| --- | --- |
| [Insert] | [Insert] |
| [Insert] | [Insert] |

Expenses are eligible for reimbursement only where incurred with the Client’s prior written approval (not to be unreasonably withheld), and then only to the extent actually and reasonably incurred in the course of the Services or necessary to enable the performance of the Services.

Unless specifically agreed otherwise in writing, the total Expenses charged to the Client under this Contract shall not exceed [insert cap].

1. **Payment**

The Consultant is entitled to payment(s) [insert timing e.g. on completion of all the Services OR on completion of the milestones as detailed below OR monthly in arrears. The Consultant is not entitled to invoice until the end of the month in which the relevant payment entitlement arises.

The milestones are as follows:

| **Item No.** | **Description of Service / Milestone** | **Portion of fixed price earned on completion of Milestone** |
| --- | --- | --- |
| [Insert] | [Insert] | [Insert] |

Payment shall be as provided for in clause 8 of the Short Form Model Conditions of Engagement (as amended by the Ministry of Education’s Amendments to the Short Form Model Conditions of Engagement).

1. **Information or services to be provided by the Client**

[Insert details of any information and/or services to be provided by the Client]

The Consultant will not be held responsible for any delays caused by the Client’s failure to provide the following in a timely manner:

| **Description** | **Timing** |
| --- | --- |
| [Insert] | [Insert] |

1. **Appendices**

[Add to/delete/amend the table below as necessary]

[Ensure that all Appendices are attached before this Agreement is signed by the Parties]

|  |  |
| --- | --- |
| **Appendix 1** | Ministry of Education’s Amendments to the Short Form Model Conditions of Engagement |
| **Appendix 2** | Short Form Model Conditions of Engagement (February 2019) |
| **Appendix 3** | Other Documents that Form Part of this Agreement |
| **Appendix 4** | Client’s Request for Proposals |
| **Appendix 5** | Consultant’s Proposal |

**Appendix 3**

**Other Documents that Form Part of this Agreement**

[List all other documents that form part of this Agreement **OR** mark this Appendix 3 ‘**Not used**’]

[**Note:** Ensure that any documents referred to here are attached before this Agreement is signed by the Parties]

**Appendix 4**

**Client’s Request for Proposals**

Refer **attached** copy of the Client’s request for proposals dated [insert date]

[**Note:** Ensure that the Client’s request for proposals referred to here is attached before this Agreement is signed by the Parties]

**Appendix 5**

**Consultant’s Proposal**

Refer **attached** copy of the Consultant’s proposal dated [insert date]

[**Note:** Ensure that the Consultant’s proposal referred to here is attached before this Agreement is signed by the Parties]