

Claire Cardwell (Blue Designs)

Architectural Designer (SACAP - D1350)

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CONSULTANCY AGREEMENT

CONFIRMATION OF APPOINTMENT

Name

ID.No.....

Address

.....

Tel.No.....

Email.....

Dear Sir/Madam,

CONFIRMATION OF APPOINTMENT

I/we hereby wish to confirm that you have appointed me/us as your Architectural Professional to render services on the project(s) and for a fee as listed in ANNEXURE A hereof.

INSURANCE AND TAXES

I have Professional Indemnity Insurance cover – this cover is only for Errors and Omissions Insurance in the drawing up of the plans and not for accidents and injuries or losses on site. Claire Cardwell will not be responsible for paying any damages or costs arising from accidents, injuries, deaths or losses on site. My insurance cover is held by my voluntary body SAIAT (South African Association for Architectural Technologists). My SAIAT number is 33427, and the insurance company is VKNFS. I am insured for R2M, VKNFS – info@vknfs.co.za 011 023 7265 / 082 920 3695 reference (SAIAT”) NPC

Claire Cardwell will not be responsible for paying any damages or costs arising from accidents, injuries, deaths or losses on site. Claire Cardwell is not responsible for paying the Client's or any agents/employees of the Clients insurance or taxes. Claire Cardwell is not responsible for any latent defects in 'as built' structures or structures built without a structural engineer's design & supervision.

PAYMENT OF FEES

1. Payments for basic services, additional services, and reimbursable expenses are due and payable on receipt of Invoice (including Proforma Invoices)

2. Claire Cardwell reserves the right to cease work on a project and/or terminate the contract should there be a delay in payment. Failure of the Owner to promptly pay Claire Cardwell outstanding fees will be construed a breach of contract.

3. Invoices will be issued after the completion of each stage.
4. General Payment Schedule: An initial payment retainer of R shall be paid upon execution of this Agreement (50% of Drawing Fees) and will be credited to the final payment. Thereafter a payment of R and energy efficiency fees will be made on receipt of the first draft and the remaining fees of R will be paid plan completion. No plans will be released without final payment in full. Payments for work done are not refundable. Council Submission Fees and Council Fees will be paid prior to submission to Council and are not included in the drawing fees. Construction costs and engineering fees are also not included in the drawing fees. Claire Cardwell will be responsible for the Council Submission process.
5. Reimbursable expenses include, but are not limited to, the expenses of Consultants, typesetting, copying, reproduction expenses, CAD plotting expenses, delivery, courier, fax, telex, long distance telephone charges, travel, lodging, photography and applicable sales and value added taxes.
6. Site Meetings are R500 payable by bank transfer with Proof Payment emailed through or a cash payment prior to the start of the meeting. Consultations at Claire Cardwell's Studio will be billed at R700/hour or part thereof. Meetings held after 6pm or on Sundays will be charged at R850/hour.
7. Claire Cardwell will make every effort to work within the design budget as set forth by the Owner. Claire Cardwell cannot be held responsible for significant changes for labour and material costs in the construction market.

NOTICE

1. The Architectural Fees listed in this Contract are based on current rates & may be increased if services are required beyond (4) months.
2. Claire Cardwell shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes.
3. The Owner shall be issued a copy of the design documents including, but not limited to, the Final Council Documents for their records. They may use this copy for the purposes of completing, maintaining the Project and for future alterations and additions.

GENERAL CONDITIONS

1. The Owner & Claire Cardwell has the right to cancel Architectural Services at any time for cause or for the Owner's convenience and will be responsible for payment for services performed up to the date of cancellation. Any cancellation of Architectural Services shall be done in writing & signed by both parties. Fees already paid & the Deposit are not refundable.
2. If the Owner fails to make payment on any undisputed amount, then Claire Cardwell has the right to suspend work & shall not be held responsible for any delays as a result.
3. If any dispute arises and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Mediation costs and any legal costs for the Client will not be paid by Claire Cardwell and are for the Client's Account.
4. Revisions and Addendums requested after the issuance of the Final Council Submission Drawings will be billed R850/hour, unless such revisions are made necessary by Claire Cardwell's error or omission.
5. Termination of this agreement may be affected at any time by either party by notification in writing. Termination shall be deemed to be effected on receipt of such notice. In the event of termination, Claire Cardwell shall be paid within 7 days of the date that an invoice is submitted for all services performed to the effective termination date, together with reimbursable expenses and all termination expenses and applicable taxes then due.
6. Upon termination by either Party, Claire Cardwell shall be paid in full all outstanding fees and disbursements. This figure will be pro rata for incomplete phases.
7. Should either the client or architectural designer be prevented by a cause beyond their control from performing their obligations in terms of this agreement, it may be terminated without prejudice to the accrued rights of either party against each other. Notice of termination must be received in writing from either party.
8. Prints of each drawing shall be submitted to the Client for approval. The Client agrees to indicate approval or disapproval within ten (10) days of receipt. If disapproved, the Client shall promptly advise Claire Cardwell in writing of the desired changes. Claire Cardwell will revise the plans accordingly and resubmit prints for approval. Failing such notification in writing, Claire Cardwell may deem the drawings approved by the Client. The proposed fees will comprise of no more than one re-design during the design stage, thereafter fees will be charged on a time basis for changes at R850/hour. Substantial changes requested to the drawings by the Client may be billed by Claire Cardwell on an hourly rate of R850/hour. Claire Cardwell will determine what constitutes substantial changes.
9. The Previously Approved Plans, SG Diagram, Contour Map, Zoning Certificate, Sewer and Water Map & Title Deeds, will be supplied by the Client. If the Client requires Council Documentation & Sewer and Water Maps to be supplied by Claire Cardwell the cost will be R2,500 per application. If required the Client shall provide Claire Cardwell details of any other pertinent constraints related to the project and shall establish site boundaries, beacons, datum levels and such other features as may be relevant. He/she shall also give Claire Cardwell a survey drawing and any certificates related thereto if required.
10. If additional stamps are required for the plans by Council – Fire Department, Roads Department and Water the costs involved are for the Clients Account – Invoices to be paid in advance.
11. Copyright for the design and drawings prepared by or on behalf of Claire Cardwell belong to Claire Cardwell. Plans, sketches, drawings, graphic representations and specifications, including computer generated designs, are instruments of Claire Cardwell's services and shall remain the property of Claire Cardwell whether the Project for which they are made for is

executed or not. Submissions or distribution of Claire Cardwell's plans, sketches, drawings, graphic representations and specifications to meet official regulatory requirements or for other purposes in connection with the Project are not to be construed as publication in derogation of Claire Cardwell's reserved rights. The Client's use of Claire Cardwell's design and drawings is contingent upon full payment to Claire Cardwell for services rendered.

12. Council Departments may change regulations or requirements for the submission of plans (without prior notice) – Claire Cardwell will charge an additional fee of R500/hour to meet the new requirements including any travelling time, plus R1,500 for printing costs. Claire Cardwell will not be held responsible for any delays ensuing from regulation changes. Any change to the contents of this agreement is not valid, unless it is recorded in writing and signed by both parties hereto. This Confirmation of Appointment consists of three pages, plus Annexure A and B hereto and constitutes the whole of the agreement between us.

The effective date of this agreement shall be the day of
I/we trust that the contents hereof reflect the full and the true meaning of everything we have previously discussed. Please sign the attached copy hereof as accepted.

.....
Signature of Architectural Designer Date

Signature of Client..... Date.....

ANNEXURE A

(Confirmation of Appointment, dated)

SCOPE OF SERVICES
Pages

Page 1..... of 1...

Name of Project(s):

.....

Services to be supplied:

Plans to be drawn up for

Energy Efficiency Calculations (currently Fenestration, walls & Roof)

Energy Demand Calculations (lighting)

Water Demand Calculations

Submission to Building Control and follow up for approval (Town Planning Approval and PHRAG (Provincial Heritage Resources Authority may also be required).

Signature of Client

Signature of Architectural Designer

ANNEXURE B (Confirmation of Appointment, dated)

FEES AND DISBURSEMENTS

It is hereby further agreed that the following fees are to be paid and disbursements are to be refunded:

1.0 FEES

1.1 * The fee of R plus printing fees and sundries of R , Plus Council Fees, Council Submission Fees and Energy Efficiency Fees & Engineering Fees is applicable to this agreement. If a Fire Rational Design or Fire Department fees are required this is an additional charge. If PHRAG or Town Planning Consent is required then an additional fee will be charged. An Occupation Certificate is also required and fees paid to a consultant will be for the Client's cost.

OR

1.2 * the hourly rate of R /hr.and..printing fees & sundries of R3,500 (plus Council Fees, Council Submission Fees, Energy Efficiency Fees, Fire Department Fees (if required) & Engineering Fees) will be applicable to this agreement

In case of an hourly rate has been agreed to, I/we shall submit, together with my/our invoice, a signed Time Record of the hours spent on your behalf The signature of the signatory to this agreement on the Time Record shall be accepted as sufficient proof of the correctness of the time spent on a project.

DEPOSITS AND PAYMENTS FOR WORK COMPLETED ARE NOT REFUNDABLE

2.0 DISBURSEMENTS

I/we shall be reimbursed all costs which have incurred within the ambit of the services and which are provided by me/us to you and/or on behalf of your Client. Proof of disbursements, where applicable, will be attached to my/our invoices. The following rates have been mutually agreed:

2.1 Extra Printing/copying, excluding documents for internal office use by the Architectural Designer - Prices subject to fluctuation. Fees below are for Black & White/Mono Copies only.

A0-size each R . 100 . ; A1-size each R .55 . ; A2-size each R .35

;

A3-size each R . 20 ; A4-size each R . 15 ;

2.2 Maps, models, 3d visualisations, presentation materials, photography and similar documentation, reproduction or purchase costs of documents, excluding documents for internal office use by me/us are for the Client's cost. (Costs and proof of payment will be added to the invoice.)

2.3 Any payments made by me/us on your behalf, including fees and other charges for specialized professional and other services. (Costs and proof of payment will be added to the invoice.)

2.4 Telephonic, electronic and facsimile communication, other than within a radius of 100 km from my/our office, and for special postage and courier deliveries. (Costs and proof of payment will be added to the current month's invoice.)

2.5 Any other disbursements (Costs and proof of payment will be added to the invoice.):

Signature of Client

Signature of Architectural Designer
