

# CONDITIONS OF ENGAGEMENT

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## FEE CONDITIONS:

1. Following a deposit of 10% of the fee, tax invoices shall be issued at monthly intervals; or when the accumulated time accounts for \$30,000 of work; or at the completion of any stage of Architectural service.
2. The term for payment of tax invoices is strictly fourteen days.
3. Tax invoices for previous stages to be paid in full prior to work commencing on subsequent stages of Architectural service.
4. Tax invoices provided by us will be issued as Payment Claims under Building and Construction Industry Security of Payment Act 1999 NSW. Non-payment of the Payment Claims will be subject to the Act as appropriate.
5. Overdue payments shall be subject to interest calculated at 15% per annum. In addition, all expenses, costs and disbursements incurred recovering any outstanding monies, including debt collection agency fees, Security of Payment Act Adjudication fees and solicitors' costs will be charged to you. We reserve the right to withhold the provision of services or documents without notice, at any time, while there are outstanding monies. We reserve the right to suspend provision of Architectural services if unpaid tax invoices reach a limit of \$20,000 (excluding GST), for 10 business days. Work will recommence when unpaid tax invoices are paid.
6. If you choose to contract through a registered Company, we will require an indemnity form to be signed by all Directors prior to the Architectural service commencing.

## HOURLY RATES: (for the period ending 31 December 2018)

Hourly charge out rates (excluding GST), which apply for services outside the scope of a fixed fee, shall be:

Director	Senior Architect/ Designer/Technician	Architect/ Technician	Assistant Architect	Student Architect	Administration
\$300	\$180	\$170	\$145	\$95	\$95

## DISBURSEMENTS:

The Client shall reimburse the Architect for expenses reasonably and properly incurred in connection with services provided under this agreement. Such expenses shall include but shall not be limited to the following:

- Fees paid by the Architect to statutory authorities having jurisdiction over the project.
- Advertisements and published notices authorised by you in connection with the project.
- The provision of more than six copies of any drawings or documents.
- The provision of all forms of building or other contracts.
- Photographic records authorised by you.
- Special services as requested by you, which may include artist coloured perspective drawings, walk-through movies, models, maintenance manuals, and work-as-executed drawings.
- Freight and courier services.

## CONSTRUCTION COST:

The opinion of the probable construction cost of the project will be provided by others.

## CONSULTANTS:

Consultants are employed by you with us acting as your agent. Our responsibility to you in respect of such consultants shall be limited to directing and integrating their services. The services of Consultants are not included in the Architectural fee.

## COPYRIGHT:

We hold copyright and property in drawings, specifications and other documents provided by us, both in electronic and printed format, whether work for which they are made is executed or not subject to all due fees having been paid, you are licensed to use the drawings, specifications and other documents only for the works which they are intended. Electronic documents shall only be provided in Portable Document Format (PDF).

## CHANGES IN INSTRUCTION AND PROTRACTED SERVICES:

If our work is increased due to changes in your instruction, or services are protracted due to causes beyond control, then an additional fee shall be chargeable on a time basis, unless otherwise agreed. We shall promptly notify you should any such additional fee become or appear likely to become applicable.