CONDITIONS OF ENGAGEMENT

1.0 FEE CONDITIONS:

1.1 Following a deposit of 10-20% 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 service.

1.2 The term for payment of tax invoices is strictly fourteen days.

1.3 Tax invoices for previous stages to be paid in full prior to work commencing on subsequent stages of service.

1.4 Tax invoices 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.

1.5 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.

1.6 If you choose to contract through a registered Company, we will require an indemnity form to be signed by all Directors prior to the service commencing.

2.0 HOURLY RATES: (for the period ending 31 December 2026)

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

Executive Director	Team Leader	Senior Architect, Designer or Technician	Architect, Designer or Technician	Architectural Assistant	Architectural Assistant (Student)	Administration
$405	$315	$240	$225	$205	$170	$155

3.0 DISBURSEMENTS:

The Client shall reimburse Edmiston Jones 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 Edmiston Jones 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 hard copies of any drawings or documents.
- The provision of all forms of building or other contracts.
- 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.

4.0 CONSTRUCTION COST:

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

5.0 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 Edmiston Jones' fee.

6.0 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).

7.0 CHANGES IN INSTRUCTION AND PROTRACTED SERVICES:

7.1 If our work is increased outside the scope of our proposal, or services are protracted beyond the timeframe stipulated, then an additional fee shall be chargeable on a time basis, unless otherwise agreed.

7.2 Projects delayed or put on hold by you for more than 10 working days shall be subject to a re-establishment charge. We shall promptly notify you should any such additional fees likely become applicable.

WOLLONGONG T 02 4226 1387
NOWRA T 02 4421 6822
BATEMANS BAY T 02 4472 7388

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