

# *Blue Designs*

**Architectural Designers (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**

You are aware that 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. Blue Designs will not be responsible for paying any damages or costs arising from accidents, injuries, deaths or losses on site.

Blue Designs is not responsible for paying the Client's or any agents/employees of the Clients insurance or taxes.

### **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. Blue Designs 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 Blue Designs 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.

In addition the Printing and Sundries fees will also be paid. Thereafter a payment of R..... plus 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.

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 R...../hour including travelling time payable by bank transfer with Proof Payment emailed through or a cash payment prior to the start of the meeting. Consultations at Blue Designs Studio will be billed at R...../hour or part thereof. Meetings held after 6pm or on Sundays will be charged at R...../hour,

7. Blue Designs will make every effort to work within the design budget as set forth by the Owner. Blue Designs 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. Blue Designs 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 & Blue Designs 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 Blue Designs 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 Blue Designs and are for the Client's Account.

4. Revisions and Addendums requested after the issuance of the Final Council Submission Drawings will be billed R...../hour, unless such revisions are made necessary by the Blue Designs 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, Blue Designs 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, Blue Designs 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 Blue Designs in writing of the desired changes. Blue Designs will revise the plans accordingly and resubmit prints for approval. Failing such notification in writing, Blue Designs 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 R...../hour. Substantial changes requested to the drawings by the Client may be billed by Blue Designs on an hourly rate of R...../hour. Blue Designs 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 Blue Designs the cost will be R..... per application. If required the Client shall provide Blue Designs 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 Blue Designs 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 Joburg 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 Blue Designs belong to Blue Designs. Plans, sketches, drawings, graphic representations and specifications, including computer generated designs, are instruments of Blue Designs services and shall remain the property of Blue Designs whether the Project for which they are made is executed or not. Submissions or distribution of Blue Designs 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 Blue Designs reserved rights. The Client's use of Blue Designs design and drawings is contingent upon full payment to Blue Designs for services rendered.

12. Council Departments may change regulations or requirements for the submission of plans (without prior notice) – Blue Designs will charge an additional fee of R...../hour to meet the new requirements including any travelling time, plus R..... for printing costs. Blue Designs 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 .....)

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**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 & Roof)**

**Energy Demand Calculations (lighting)**

**Hot Water Demand Calculations**

**Submission to Building Control and follow up for approval**

**Additional Services ?**

**Submission to Heritage Department and follow up for approval**

**Site Development Plan**

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**Signature of Client**

**Signature of Architectural Designer**

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**ANNEXURE B** (Confirmation of Appointment, dated )

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**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 ...../m2 for new & as built work and printing fees & sundries of R.....(plus Council Fees, Council Submission Fees, Energy Efficiency Fees, Fire Department Fees (if required) & Engineering Fees) is applicable to this agreement. 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 R..... (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**

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