



TERMS OF AGREEMENT - 2

Demolition of Existing Dwelling and Proposed New Dwelling
at 19 Epping Avenue, Eastwood ("the Premises")
for Ms S Xia ("the Client")

Dated: 1st September 2020

Ref No: 20P2004

SCOPE OF DESIGN AND DOCUMENTATION SERVICE:

(This project will be designed in accordance with the Building Code of Australia classification 1a and/or 10a and/or 10b for residential use only)

House Plans by Design ("the Designer") shall prepare for the client Concept Design / Council Compliance, Council Pre-DA Meeting, Developed Sketch, Final Sketch / Preliminary BASIX, Development Application Preparation, Coordination & Submission and Construction Certificate Preparation & Coordination for Submission ("the Works"):

In consideration of the Designer carrying out the services above the Client shall pay to it a fee for the above service of \$11,000.00 GST inclusive \$ 11,000.00

Payable as follows:

Deposit to commence the project:	\$ 200.00
Stage 1 Concept Design / Council Compliance	\$ 3,300.00
Stage 2 Council Pre DA Meeting	\$ 500.00
Stage 3 Developed Sketch	\$ 1,200.00
Stage 4 Final Sketch / Preliminary BASIX	\$ 900.00
Stage 5 Development Application Preparation, Coordination & Submission	\$ 4,000.00
Stage 6 Construction Certificate Preparation & Coordination for Submission	\$ 900.00

(Invoices payable at percentage complete of each stage or upon release of drawings)

IF THE CLIENT REQUIRES A VARIATION TO DESIGN:

Work requested by the Client to be carried out by the Designer in addition to or by way of amendment to the initial design as agreed between Client and Designer or requested by Council that is unforeseen shall be charged at an hourly rate of: \$125.00 plus GST.

ADDITIONAL TERMS:

1. Although every effort will be made to comply with the rules and regulations prescribed by Council and by legislation, no representation or warranty is made that the application, accompanied by drawings, will obtain Council approval or that any condition attaching to the approval will be to the Client's satisfaction. Any deviation of council regulations or other relevant authority due to a client request may incur additional fees.
2. All copyright in the Works including the drawings, plans and documentation prepared by the Designer under this Agreement shall remain the property of the Designer. The works may not be modified, reproduced or otherwise copied in part or in full without the prior written approval of the Designer.
3. The Works shall (unless otherwise agreed in writing) be used only for the project contemplated by the terms of this Agreement. In other words the licence for the Client to use the Works shall be a non exclusive non transferable Licence and shall be restricted to the Premises and to no other land
4. Invoices are payable upon completion of each stage or a percentage complete of each stage as described above. Extra charges for plan printing of A3 sheets @ 20c and A4 sheets @ 10c per sheet will be included in applications to Council or Private Certifier. Final drawings and application will be available upon receipt of full payment of fees. Late payments are subject to 1.5% per month interest charge (30 days) from the date of the invoice.
5. The licence conferred on the Client hereunder to use the Works may be revoked by the Designer if any of the fees and incidental expenses payable under this Agreement not be paid on or before the due date for the payment of same herein stipulated.
6. In the event that this Agreement is terminated by the Client or the Designer, confirmation is to be supplied in writing. If this Agreement is terminated prior to the Designer completing the works for any reason, the Client remains liable to the Designer for those fees payable pursuant to the terms of this Agreement applicable to the end of the stage of work in which the Designer was working at the time of such termination.



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WARRANTY:

The Client/s (whose details are set out below), certify/ies as follows:

1. That the Client is the Registered Proprietor of the Premises and has the capacity to enter into this Agreement;
2. That all plans, drawings and other written material, if any, provided by the Client to the Designer for the purposes of assisting the Designer in the performance of its obligations under this Agreement ("the Materials") have either been authored by the Client who is the owner of the Copyright in the same or the Client has received from the copyright owner of the Materials permission for the Client to reproduce or vary or authorise a third party to reproduce or vary the whole or a substantial part of the Materials and the Client hereby agrees to indemnify and keep indemnified the Designer against all and any liability the Designers is exposed for damages and costs including legal costs (on the greater of a full indemnity basis and on a Solicitor and own client basis) arising out of a breach of this warranty.
3. That the Client accepts the terms and conditions as set out in this Agreement:-

CLIENTS:

NAME(S): _____

ADDRESS: _____

SIGNATURE(S): _____ **DATE:** _____

SIGNED FOR AND ON BEHALF OF DESIGNER **DATE:** _____

Nicole Porter

t/as House Plans by Design | ABN 39 213 203 432 | PO Box 224 Leichhardt NSW 2040 | T 9568 6502 | E nporter@houseplansbydesign.com.au