

## Supplement of Client's Agreement:

### 1.0 GENERAL MATTERS & DEFINITIONS

- 1.1 The 'Agreement' means the entire contractual agreement between the parties.
- 1.2 'The Client' shall be defined as the party who signed this Contract, and that party shall be the party to which invoices shall be sent and held responsible for the payment of such invoices. No work shall commence until a completed Contract has been signed and returned to RPecture Architects, and an agreed payment paid.
- 1.3 These Terms of Engagement shall be read in conjunction with the Proposal, and the Letter of Engagement. Together these documents shall form the basis of a Contract of Services between RPecture Architects and the Client.
- 1.4 'Confidential Information' means all information, knowledge, ideas, concepts, technologies, marketing and commercial knowledge relating to developed in connection with or in support of the Project, and includes this Agreement and such information as the Architect may designate as confidential.
- 1.5 'IP Rights' means all rights in and to all design, discoveries, patents, copyright, processes, methods, inventions, product formulations, eligible layout rights, improvements in procedure and other intellectual property rights whether or not registered and whether within or outside Australia;
- 1.6 'The Proposal' means the letters and other documents prepared by RPecture Architects and submitted to the Client to describe the scope of works being undertaken, the amount of the fee and reimbursable expenses.
- 1.7 'Site' means the land described in the Project Description.
- 1.8 'Services' means functional services ancillary to the supply of the agreed services, such as documentation and any other incidental services, provision of technical assistance, and other such obligations of the Architect covered under the scope of works in the fee contract.
- 1.9 'Company' means RPecture Architects which is supplying the services under contract.
- 1.10 'Proposal' means the Company's written offer to provide the services.
- 1.11 'Project' means the specific project, venture or mission for which the Client has engaged the Company to provide the services described in the scope.
- 1.12 'Scope' means the description and the limits of the services.
- 1.13 'Program' means the time period and/or the programmed delivery dates agreed for the supply of the services.
- 1.14 'Fee' means the fee/s to be paid by the Client to the Company for supply of the service included in the scope.
- 1.15 'Other Costs' means fees, taxes, levies or charges paid to Authorities; advertisements and notices; and planning consultant fees.
- 1.16 'Variation' means a change to the scope or the program and any consequential change to the fee.
- 1.17 'Works' means the substance of any building, civil or landscape construction that may be part of the project.
- 1.18 'Contractor' means a Contractor engaged by the Client (Principal) or by the Company on behalf of the Client (Principal) to undertake the works.
- 1.19 'Principal' means the Client in the context of a construction contract between the Client and the Contractor.
- 1.20 'Responsible Authority' means any Federal, State or Territory government of Australia or governmental, regulatory, semi-governmental or judicial entity or authority having jurisdiction over, affect or are applicable to the Project and the carrying out of the Works.
- 1.21 'Approval' means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any variations to them) necessary to complete the Project which may be imposed by any Responsible Authority, including any modification of them.
- 1.22 'Documents' means any architectural drawings, specifications, and other outputs of the Architect consisting, among others, of vicinity maps, site development plans, architectural program, perspective drawings, architectural floor plans, elevations, sections, ceiling plans, schedules, detailed drawings, technical specifications and cost estimates, and other instruments of service in any form.

### 2.0 RESPONSIBILITIES & ENTITLEMENTS OF THE ARCHITECT

- 2.1 Details refer to The RAIA Client & Architect Agreement, page 2, version Feb 1998.

### 3.0 RESPONSIBILITIES & ENTITLEMENTS OF THE CLIENT

- 3.1 Details refer to The RAIA Client & Architect Agreement, page 2, version Feb 1998.

### 4.0 Fee

- 4.1 The fee basis is nominated by the Company in the proposal.
- 4.2 The fee may be based on lump sum, price per unit, schedule of hourly rates, a percentage of the cost of works, a percentage of gross project revenue or any other measure or combination of the preceding measures depending on the preferences of the Client, the Company and the project specifics.
- 4.3 A fee quoted is not a fixed price unless specifically stated so in the proposal and only where the scope is specifically defined.
- 4.4 Where a fee is stated to be "estimated", "approximate" or similar in the proposal this does not constitute a fixed fee and is subject to variation.
- 4.5 An estimate of the number of hours of service involved in the scope may be provided based on the company's understanding of the scope of the services but where additional time is required to deliver the scope the Client will be notified of a revised estimate and the fee varied accordingly.
- 4.6 Where a schedule of hourly rates is provided these fees will apply to hourly rate services and to variations of scope.
- 4.7 Regardless of the fee basis, penalty rates may apply where staff overtime is payable or other expenses are incurred by the Company as a result of the Client requesting a compression of the agreed project program.
- 4.8 Where the fee is based on a percentage of works, Fair Construction Value shall apply as defined in these Terms of Engagement.

### 5.0 Escalation

- 5.1 The fee will be annually varied on 1 July, in accordance with the greater of the CPI and the Wage Cost Index (WCI) Table 6B – Total hourly rates of pay (Professional) published by the Australian Bureau of Statistics.

### 6.0 PAYMENT TO RP TECTURE ARCHITECTS

#### 6.1 DISBURSEMENTS & EXCLUSIONS

All disbursement including preparation of specialist marketing tools such as model, presentation perspectives, finishes display boards and the like which shall be charged at market costs. Please refer to attached Appendix.

Costs not included in the above are: Town Planning Application fees; permit Levy; Application Certification Fee; Titles Office Lodging Fees; Head works charges and contributions; Fees, taxes, levies or charges paid to authorities and fee for consultants. Advertisement and notices, photographic records, air freight and courier services and provision of documents other than to client for client's own use are to be reimbursed by the client.

#### 6.2 PROGRESS PAYMENTS

We propose all payments shall be invoiced with regards to schedule listed. All accounts are payable within 10 days of the date of issue of our invoice. In the event of non payment, the Client has to bear any legal or any other expenses incurred by RPecture Architects in the recovery of outstanding fees in addition to the agreed amount and interest of 20%. Disbursements and other costs referred to in this clause are subject to an additional 15% fee to cover the Company's administration costs and this cost will be payable at the same time as the payment or reimbursement of the disbursements.

Method of Payment:

Payment can be made via internet banking.

Name of Bank: Westpac  
Name of account: RPecture Architects Pty. Ltd.  
BSB: 033 089  
Account number: 500 001  
Please email receipts to [billing@rptecture.com](mailto:billing@rptecture.com).

- 6.3 Full drawings will only be issued and copy right of work is licensed to be use after received of payment due in full.

- 6.4 Once project is stopped by Client for whatever reason for a period of more than 1 month, a re-start up levy of \$1800+GST will be charged.

- 6.5 Each progress payment claim under the Building and Construction Industry Security of Payment Act 2002.  
6.6 Interest will be calculated at the rate for the time being fixed under Section 2 of the Penalty Interest Rate Act 1983 from the period beginning fourteen (14) days from the date of this invoice until payment.  
6.7 Charge  
The Client charges in favour of **the Architect the Site** to secure:  
a) The payment of all moneys owing by the Client to the Architect from time to time under this Agreement; and  
b) The performance of the Client's and Guarantor's obligations contained or implied in this Agreement.

## 7.0 GOODS & SERVICES TAX

All amounts quoted in the Contract exclude GST.

## 8.0 INTELLECTUAL PROPERTY (IP) RIGHTS

- 8.1 Ownership and licence  
a) All IP rights in Documents or otherwise arising out of the Services remain the exclusive property of the Architect;  
b) The Architect grants to the Client a non-transferable licence to use the Documents to the purposes for which they were supplied, however they may only be used by the Client in respect of the Site to which the Documents relate.  
c) The Architect may revoke the licence by written notice to the Client if:  
i. any payment from the Client to the Architect is not paid when due; or  
ii. this Agreement is terminated by the Architect due to a material breach of this Agreement by the Client. (If the site is sold to third party)
- 8.2 Warranty and Indemnity by Client  
a) The Client warrants and represents that, all Client material is true, complete and accurate and does not infringe the IP Rights of any person.  
b) The Client shall indemnify the Architect against all Harm, injury, loss, damage, costs, expenses, claim or liability incurred by the Architect arising from or in connection with any claim that Client Material infringes the IP Rights of a third party.
- 8.3 Warranty and Indemnity by Architect  
a) The Architect represents to the best of its knowledge that the Client's use of the Documents will not infringe the IP Rights of any person.  
b) The Architect shall indemnify the Client against all harm, injury, loss, damage, costs, expenses, claim or liability arising from or in connection with any infringes the IP Rights of any third party, except where the claim results from:  
i. Modifications to the Documents not Authorised in writing by the Architect; or  
ii. The Architect will not be responsible for and the Client releases the Architect from any liability howsoever arising in connection with any incomplete Documents .....**of that parts not completed by the architect.**
- 8.4 Licence Entitlements for Incomplete work  
Where this Agreement is terminated for any reason other than the Client's default, before the completion of the Services, the Client may use and complete the Documents in conformity with its licence clause 6.1 however:  
a) the Client must first pay all amounts it owes to the Architect; and  
b) the Architect will not be responsible for and the Client releases the Architect from any liability howsoever arising in connection with any incomplete Documents. ....**of that parts not completed by the architect.**
- 8.5 Use of RPTECTURE ARCHITECTS Brand  
Should RPTECTURE ARCHITECTS not be engaged to complete the full scope of works to the completion of all stages up to and including Documentation for Presales and Marketing, the name RPTECTURE ARCHITECTS shall in no way, manner or form be associated with the marketing, branding or advertising of any work completed under this agreement.
- 8.6 Reproduction of Design and Copyright  
a) Where the Client wishes to reproduce the design on another site or another part of the site then the Client may only do so with the written consent of the Architect which consent may include but not be limited to a condition in relation to the payment of an additional fee as the Architect deems fit.

## 9.0 ADDITIONAL WORK

In the event of an additional work requested by Client which is outside of the Scope (including amendments, revisions or alterations to the design of the Project to address the requirements given by a Responsible Authority), a lump sum fee as agreed by Client or an hourly basis charge is applied with a substantiation of the charges by way of time sheets or other records to show all hours expended on the project.

Director:	\$360.0+GST
Project Architect / Senior Interior Designer	\$260.0+GST
Architect / Interior Designer:	\$220.0+GST
Graduate Interior designer/ Draftsperson	\$200.0+GST
Admin. Support:	\$110.0+GST

\* Hourly rate will be changed in 6 months period subjected to the market labour price adjustment.

## 10.0 DISBURSEMENT

This fee is exclusive of all disbursement charges such as plan printing, colour copying, messenger service charges, and special advertising materials.

1	Fees paid by Architect to Statutory Authorities	At cost plus 5%
2	Advertisement and published notices	At cost plus 5%
3	Building and other contracts	At cost plus 5%
4	Photographic records authorised by client	At cost plus 5%
5	Special services	At cost plus 5%
6	Travel:	
	Distance allowance for more than 30km travel from office address	75cents per kilometre
	Time allowance included travel time	At hourly rates
7	Air freight, courier services	At cost plus 5%
8	Reproduction Service (other than the provision of one copy of any drawing or document other than those used in our own office or for the co-ordination amongst consultants)	
	Prints/ photocopies	
	A0: \$12.00	B1: \$10.00
	A1: \$8.00;	A2: \$7.00;
	A3: \$3.00;	A4: \$1.00;
	A3(colour): \$8.00	A4 (colour): \$5.00
	CAD computer plots:	
	A1: \$24.00;	A0: \$36.00;

plus process fee of \$55.00 for each order. All prices are exclusive of GST.

9	Specialised Equipment	At cost plus 15%	
10	Admin charge of each invoice for variation		\$95+GST

## 11.0 SCOPE OF LIABILITY

- 11.1 **The liability of RPecture Architects to the Client in respect of the project shall be only limited to the cost of rectifying the works the subject of the Professional Indemnity Insurance allowed and approval including any claim or deduction of the fee specified in this contract. No collected fee in this contract will be refunded or deducted except the approved pay out by the insurance.**
- 11.2 The scope represents the total services to be supplied by the company and any responsibility and liability associated with supply of the services is limited to the tasks included in the scope.
- 11.3 The Company's expertise and general range of services may extend into areas outside the scope and the Client shall not rely on that expertise if it is not specified in the scope.
- 11.4 The Client acknowledges and agrees that the Company cannot and does not make any guarantee, warranty or representation:  
(a) that any part of the services provided by the Company in relation to the design of the Project, the Scope, the Project or the Works will be Approved by any Responsible Authority; or  
(b) to the outcome of any application made to a Responsible Authority for the Approval of the design of the Project, the Scope, the Project or the Works (or any amendments, revisions or alterations thereto).
- 11.5 The Client acknowledges that the Company shall not be held liable for any loss, cost or expense incurred by the Client, including the Client's obligation to pay the Fees, disbursements, and other costs as a result of the acceptance, part acceptance or rejection of the design of the Project (including all documentation and applications) prepared by the Company in connection to the Project by any Responsible Authority.
- 11.6 Should the design of the Project require amendments, revisions, or alterations as a result of the requirements given by the Responsible Authority, the Client acknowledges that the Company shall be reimbursed for all Fees, disbursements and other costs in connection with preparing all necessary documentation to complete the application for the Project to address the requirements of the Responsible Authority.
- 11.7 References in the Contract to services or expertise outside the scope do not imply that these services are included.
- 11.8 The Company is not responsible for any action or consequence of any action by the Client or others that may relate to the Company's expertise in areas outside the scope.
- 11.9 The Company gives no express or implied warranty that the Project or the design is fit for the Client's purposes.
- 11.10 After the expiration of six (6) years from the date of invoice in respect of the final amount claimed by RPecture Architects, the Architect shall be discharged from all liability in respect of the services whether under the law of contract, tort or otherwise.
- 11.11 The client releases and indemnifies the Company from any claim arising from or in connection with each of the acknowledgements and agreements in this clause.
- 11.12 **DISPUTE DETERMINATION**  
(a) If you are dissatisfied with any part of the work we provided, you must give RPecture Architects written notice specifying the matters about which you are dissatisfied before taking any remedial action.  
(b) Within 28 days of giving the notice, the Client and RPecture Architects shall meet to attempt to resolve the matters.  
(c) If at the expiration of 28 days from the giving of the notice any dispute, controversy or claim arising out of the matters shall remain unresolved, the matters shall be the subject of a mediation to be conducted by a mediator appointed by agreement between you and RPecture Architects or appointed by the Chairperson of The Institute of Arbitrators & Mediators Australia, with the cost of such mediation shared equally by both parties. Alternatively, the matter will be resolved in VCAT.  
(d) In the event that the matter has not been resolved within 28 days after the appointment of a mediator, such dispute, controversy or claim may be submitted to litigation.  
(e) All related legal charges to represent the architect's case will be bore by the clients if the architect is not found at fault.  
(f) Neither the client or Rpective will disparage or denigrate the other at the social media platform locally or overseas, directly or indirectly.

## 12.0 TERMINATION OF SERVICES

The client may terminate his obligation under this Agreement according to The RAIA Client & Architect Agreement, page 2, version Feb 1998. Termination fee of \$1000.0+GST will be charged to cover administrative costs. The first deposit of payment is non-refundable.

## 13.0 PRESERVATION OF RIGHTS

Where this Agreement is terminated:

- A party's rights of action that accrued prior to termination are not affected;
- The Client must, on demand, immediately deliver to the Architect any goods and materials which are in the Client's possession or control which are owned by or licensed to the Architect and, should the Client not do so, the Architect will be entitled to repossess them and the Client shall indemnify the Architect for any Liabilities the Architect may suffer or incur as a result of or from the Client's failure to deliver them to the Architect including those to any third party arising from the Architect's attempts to repossess those goods and materials; and
- Any amounts owed by the Client to the Architect shall be come payable.

## 12.0 EASEMENTS AND COVENANTS ON TITLE

It is the responsibility of the Client to check and to inform the Architect of encumbrances on title, including easements and/or covenants, which may have any impact or place restrictions on the use of the site for the proposed development.

## 13.0 CONFIDENTIALITY

Confidential information

A party may only use confidential information of another for the purposes of this Agreement, and must keep it confidential except where:

- The information is public knowledge (but not because of a breach of this Agreement) or the party has independently created the information;
- Disclosure is required by law or a regulatory body (including a relevant stock exchange), or disclosure is made to a person who must know for the purposes of this Agreement on the basis that the person keeps it confidential.

## 14.0 PUBLICITY

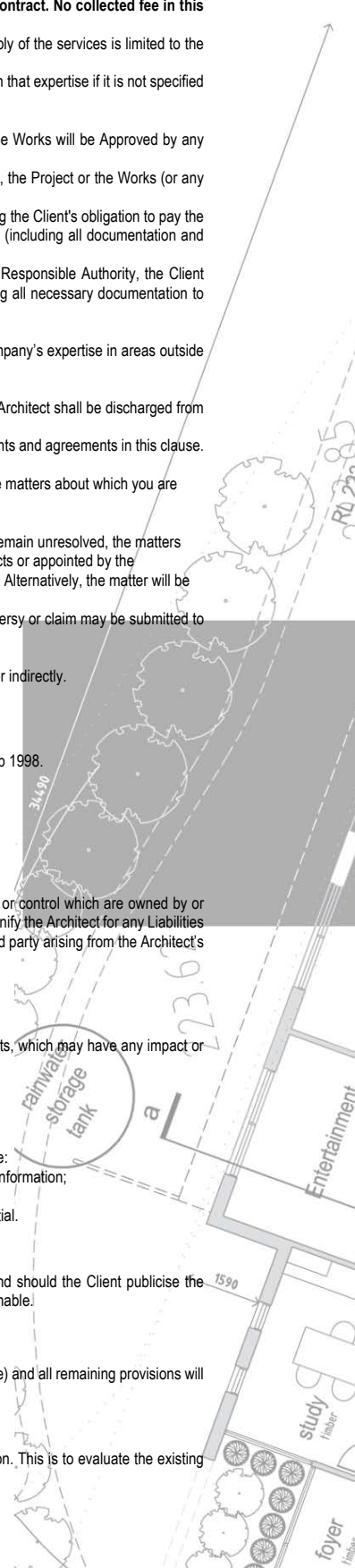
The Client agrees to allow the Architect reasonable access to photograph or otherwise record the project before after settlement and should the Client publicise the Project, the contribution made by the Architect shall always be acknowledged unless such acknowledgement is impractical or unreasonable.

## 15.0 SEVERABILITY

If any provision of this Agreement is illegal, void, invalid or unenforceable for any reason, it is to be read down (to the point of severance) and all remaining provisions will continue to be valid and enforceable.

## 16.0 EXISTING CONDITIONS

Client is recommended to engage an existing condition inspection conducted by a registered building inspector. It is a visual inspection. This is to evaluate the existing structure conditions if applicable. This is to be charged in a separated fee.



## 17.0 NOT A FEE FOR SUCCESS SERVICE

It is important to note, this is not a fee for success service. Payment is not dependent on a successful design and planning approval as we cannot guarantee a planning approval from Council or the owner. We can only offer the highest quality service and processes in seeking an approval. Council staff and processes are not within the control of RP.

## 18.0 Project Time Program

All project time program must be approved in writing by the client. The time program can be delayed due to factors that not under rptecture architect's control. The proposed time program is NOT a guarantee unless otherwise stated.

## 19.0 BUDGET CONTROL

It is the client's responsibility to manage the overall budget.

## 20.0 VALUE ENGINEERING

Any value engineering during and prior the design process is not including in this fee proposal. It will ve considered as additional work and charged based on hourly rate as listed at this fee proposal.

## 21.0 VALIDITY OF THIS QUOTATION

This quotation is valid for 1 month from the day of issuance. It may be subjected to price review after the above said period of time.

## 22.0 ACTION/ INACTION OF THE CLIENT

The Client continually indemnifies the Company against any claim or proceeding that is made, threatened or commenced and any liability, loss, damage or costs (including legal costs on a full indemnity basis) the Company incurs or suffers as a direct or indirect result of anything the Client does or fails to do under the contract.

## 23.0 ALLOCATION OF RISK

Prior to the commencement of the services the Company is entitled on request:

- A. To a formal risk analysis being conducted where it considers this appropriate and;
- B. An agreement to the allocation of risk being included in the contract.

## 24.0 LICENSING ISSUE

The architectural services has been carried out for the exclusive use of the person who signed this contract for the purpose on the subjected site. It should not be used for any other purose or by any other person or corporation.

## 25.0 DECLARATION

By signing this Contract, the Client acknowledge that he/she has been given the opportunity to seek independent legal advice and sign this Contract in full knowledge of the rights, obligations, its significance and without duress of any type.

## 26.0 DISCLOSURE

The client must disclose if the same project/property at the same address had previously been engaged by another architect. The information is to disclose included but not limited to the followings:

- A. The reason why the previous contract with architect was terminated.
- B. The contract was in legal matters.

*We reserve the right to terminate this contract if the information was not disclosed in writing.*

*End of this section*

Discussion on this contract:

Date: - -

- On telephone or in person between Client and Vincent Choi

Note:

## \*1 Responsibilities and entitlements of the architect

The architect:

- 1.1 shall provide the services described in this agreement and shall exercise the skill and professionalism of a reasonable, qualified, registered architect in doing so.
- 1.2 shall act as the client's agent for the project and as required under the selected building contract.
- 1.3 shall provide, where appropriate, indications of the cost of the project which are not a guarantee of the actual cost, a quotation or a tender.
- 1.4 shall, as selected in 3.1:
  - coordinate and integrate the work of all consultants engaged by the client but shall not be responsible for the services provided by them and/or,
  - engage consultants as the architect's sub-consultants in which case the architect shall coordinate and integrate their work and will be responsible for the services provided by them.
- 1.5 shall maintain professional indemnity insurance.
- 1.6 shall maintain registration with the relevant Architects Registration Board.
- 1.7 shall inform the client promptly when an instruction from the client changes the original brief and requires additional services. .
- 1.8 shall provide the client with an estimate of fees for the additional services which may be required.
- 1.9 shall not assign or transfer this agreement without the prior written consent of the client.
- 1.10 shall maintain accurate records and keep the client informed of progress by way of meetings, reports and other means at all stages.
- 1.11 is entitled to:
  - charge fees for the architectural Services and submit regular invoices for progressive payment of the fees.
  - charge interest at the rate stated in this agreement from the due date of payment where the payment is outstanding for more than 10 working days.
  - suspend provision of the services where the payment is outstanding for more than 10 working days until payment is made.
- 1.12 retains copyright and shall allow the client to use the design provided that this licence applies only to the site for which the design was prepared.
- 1.13 is entitled to revoke the licence if any payment due under this agreement has not been made.
- 1.14 is entitled to submit any dispute or difference in any matter arising from this agreement to mediation after serving the client with written notice of dispute or difference and the matter not being resolved by the parties within 5 working days of the date of the notice.
- 1.15 is entitled to;
  - terminate this agreement after giving the client 20 working days notice in writing.
  - payment by the client of all amounts due at the date of termination in accordance with the terms of this agreement.

## \*2 Responsibilities and entitlements of the client

The client:

- 2.1 shall appoint the architect as its agent for the project as required under the selected building contract.
- 2.2 shall provide the architect with a realistic project budget and all relevant information required by the architect to complete the services described in this agreement.
- 2.3 shall recognise that their requirements may alter as the design develops through the design process.
- 2.4 shall pay the architect:
  - for the services and reimbursable expenses provided in accordance with this agreement.
  - for additional services in the event that they are required after the execution of this agreement on the basis of the time charge rates set out in this agreement, including when changes are made which require redesign or redrawing of existing documents.
- 2.5 if selected in section 3.1, shall engage consultants required by the project after consultation with the architect and shall pay all fees and expenses associated with their engagement.
- 2.6 shall:
  - work co-operatively with the architect to ensure satisfactory progress through all stages of the development of the design and other services provided by the architect.
  - pay additional fees at the rate set out in this agreement to cover protracted architectural services where there are delays in the progress of the project beyond the control of the architect.
- 2.7 shall use the design only on the site for which it was intended and shall not use the design for any other purpose without the prior written consent of the architect.
- 2.8 is entitled to submit any dispute or difference in any matter arising from this agreement to mediation after serving the architect with written notice of the dispute of difference add the matter not being resolved by the parties within 5 working days of the date of the notice.
- 2.9 is entitled to terminate this agreement after giving the architect 20 working days notice in writing.
- 2.10 shall pay the architect all amounts due at the date of termination in accordance with this agreement in the event of termination under either clause 1.15 or 2.9.

\*Information extracted from 1998 RAI/ACA Client/Architect agreement.

## Professional Indemnity Insurance:

Insurer: Allianz Australia Insurance Limited ABN 15 000 122 850  
Limit of Indemnity: Up to \$25,000,000  
Status: Current

## Associations:



Registered Architectural Practice since 2000



Member of Royal Australian Institute of Architects since 1998



Member of RAI A Practice Member



Archicentre Accredited Architects  
Inspected over more 60 residential and commercial properties since 2004



Victoria Government Pre-qualified Architect since 2004



Industrial Architectural Consultant specialised in transport and logistic warehousing.  
Projects built across major States in Australia.

