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## FEE PROPOSAL

28 Jan 2020

Mr. L Spencer  
c/o  
Gosford Tennis Club  
10 Racecourse Road  
Gosford, NSW

**RE: Proposed Additions & Alterations at  
Gosford Tennis Club – Upper Complex  
10 Racecourse Road, Gosford**

Dear Lee,

I take this opportunity to thank you, for your interest in my services, and submit to you, the following fee proposal to initially undertake design work at the proposed Masterplan for the Upper Complex to the Gosford Tennis Club complex.

## SCOPE OF WORKS

### Masterplan Concept Designs

Site Visit and Site Analysis;

Formulate Client Brief;

Site measure to Clubhouse, shed, amenities block and all relevant outbuildings;

Preparation of concept layouts

Overall Masterplan

Liaise with consultants and co-ordinate documentation as required

#### You will be supplied with the following documents;

Proposed Masterplan for overall

Site Analysis Plan

Concept – Plans, Sections, Elevations

**External Consultants required for the purpose of Council approval are not included in these fees, any relevant consultant required for these purposes will be engaged after consultation with you.**

## SCHEDULE OF PROFESSIONAL FEES

1.0	<b>Schematic Design</b> <ul style="list-style-type: none"><li>• \$ 500 Deposit to commence project</li></ul>	\$ 700 Incl tax
2.0	<b>Development Application (DA)/ Construction Certificate (CC) architectural documentation</b> <ul style="list-style-type: none"><li>• \$ 2,000 Deposit to commence DA/CC</li></ul>	\$ 1,500 Incl tax
	<b>TOTAL</b>	<b>\$ 2,200 Incl tax</b>

## DIRECT DEPOSIT

**Bank:** NAB, 35 Pitt St, Sydney

**Account Name:** Ranieri by Design

**BSB:** 082-309

**Account No.** 39-524-1422

Fees for services rendered shall be in accordance with **THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENTS ACT 1999** and payable as follows:

- in full upon collection of documents
- to a progress payment scheme agreed prior to the collection or dispatch of documents

-A total of 5 site inspection and/ or meetings have been allowed for. Further site meetings will incur a further charge of **\$195** per meeting.

-Any further works resulting in a change to the scope of works, will incur a further charge of **\$120.00** (excl. GST) / per hour.

-All accounts must be settled before any documents are released to the client, or any works or future stages are to be commenced.

-Commencement of works to begin on receipt of all necessary information ie : Survey to Australian Height Datum, completion and return of this fee proposal and deposit.

## • Consultants

The following consultants **MAY** need to be engaged to satisfy council.

- Surveyors
- ABSA thermal performance consultant
- BASIX consultant
- Arborist
- Landscape Architects
- Hydraulics Engineer
- Traffic Engineer
- Acoustics Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Geo Technical Engineer
- Flood Study Expert

I trust the above information is satisfactory, and look forward to receiving your signed letter of engagement and deposit.

We strongly hope the following information is to your satisfaction. I would like to once again, thank you for the opportunity to be of assistance and look forward to a mutually satisfying relationship.

Yours truly,

A handwritten signature in blue ink, appearing to be 'Ric Ranieri', with a long horizontal flourish extending to the right.

Ric Ranieri

# Client Authority

Project Details: **Proposed Additions & Alterations at  
Gosford Tennis Club – Upper Complex  
10 Racecourse Road, Gosford**

- The client hereby accepts the fees, scope of works and conditions of engagement as outlined by this document.
- The client authorizes ric ranieri by design to liaise with the necessary consultants and authorities to execute the works.
- The client acknowledges the responsibility for full payments of fees to ric ranieri by design applicable to this work in accordance with the conditions of engagement.
- The clients accepts that no work can commence or proceed until a signed authority is received by ric ranieri by design.

.....  
Company Seal

.....  
ABN

.....  
Director / Authorised Person (sign)

.....  
Address

.....  
Name & Position (Block Letters)

.....  
Phone

.....  
Date

.....  
FAX

.....  
Email

# Conditions of Engagement

## 1.0 Responsibility and Authority

### 1.1 SERVICE

ric ranieri by design shall perform the services referred to in this agreement and in the performances of those services shall exercise reasonable skill and care

### 1.2 AUTHORITY

The client authorises ric ranieri by design to act as the client's agent in such matters as are set out or implied in this agreement

### 1.3 CONSULTANTS

Specialist consultants may be required to assist ric ranieri by design, where these consultants are appointed, Ric ranieri by design shall direct them and integrate their services. Consultants shall be paid directly by the client and shall be responsible to the client. ric ranieri by design's responsibility to the client in such matters shall be limited to directing them and integrating their services

### 1.4 AGREEMENT

These conditions are to be read in conjunction with the fee proposal

## 2.0 Client Responsibilities

### 2.1 CLIENTS INSTRUCTIONS

The client shall give to ric ranieri by design instructions adequate to define the client's requirements in particular, if applicable.

### 2.2 SITE PARTICULARS

The client is responsible for the provision of all legal, survey and other particulars concerning the site, including particulars of existing structures, on site measurements, services and features, sub-surface conditions and adjoining site and structures and for the provision of specialized counselling not normally provided by ric ranieri by design, including electrical, air-conditioning, hydraulic services and survey information. Should ric ranieri by design undertake to obtain such particulars or counselling it is on the instruction of the client and at the client's expense.

### 2.3 CLIENT'S REPRESENTATIVES

The client shall nominate in writing one natural person with authority to instruct ric ranieri by design with respect to the project.

### 2.4 CONSUTLANTS APPOINTED BY THE CLIENT

Where consultants are engaged by the client, the client shall ensure that they are acceptable to ric ranieri by design and that their terms of engagement include a condition giving ric ranieri by design the authority to direct them and integrate their services.

## 3.0 Fee Conditions

### 3.1 PROGRESS PAYMENTS

Payment is not subject to approval from authorities nor financing of the project. Should payment not be received by the allocated date, we reserve the right to postpone work on the project without incurring any liability to the client whatsoever until payment is received. We also reserve the right to withdraw the application from the authorities should payment of our invoices not be received within the due period. Should the project cease at any stage, the fee payable to ric ranieri by design will be a proportion of the above commensurate with the amount of work completed to that date.

### 3.2 OVERDUE PAYMENTS

Interest on overdue payments will be charged at the rate of 12.5%. ric ranieri by design, on completion of work, will retain all originals of documents and drawings associated with the project. We are entitled to retain possession of all copies of your drawings and documents while there is money owing to us for our charges and expenses. The parties agree that in the event that any payment due to be made by the client to ric ranieri by design under this agreement is not paid by the due date for such payment then the client confers ric ranieri by design an interest in the land corresponding to the site to the extent necessary to secure indebtedness of the client to ric ranieri by design under this agreement, and irrevocably authorizes, ric ranieri by design to lodge a caveat on the title of such land in respect of such interest. In addition any costs incurred by ric ranieri by design to recover outstanding money will be added to the outstanding amount.

### 3.3 OVERTIME

If overtime work by ric ranieri by design is required to meet special circumstances and is authorized by the client in advance, then any extra expense thus caused to ric ranieri by design may be charged.

### 3.4 CHANGES OF INSTRUCTIONS AND PROTRACTED SERVICES

If ric ranieri by design work is increased due to the changes in the client's instructions or requirements or if ric ranieri by design work is increased or services are protracted due to causes beyond the contract, then additional fees shall become chargeable, ric ranieri by design shall promptly notify the client.

### 3.5 COUNCIL AND LAND ENVIRONMENT COURT

Discussions with neighbours or their representatives or with council will be charged on an hourly basis. Should the project proceed to the Land and Environment Court, the additional work associated with the provision of advice as well as preparations of modifications to DA documentation and/ or additional documentation will be charged as additional services on an hourly rate plus recovery of disbursements

### 3.6 DEFERRED SERVICES

If due to the client's instruction or lack of instruction, a break in the continuity of ric ranieri by design services occurs, and instructions allowing ric ranieri by design to continue work are not received with 7 days of being requested by ric ranieri by design then fees for the services completed at the time of cessation shall be determined in accordance with the provisions of this agreement.

### 3.7 REVIEW

Where ric ranieri by design is required to take over work provided by or on behalf of the client as a basis for the work for which it is primarily engaged, then before commencing such work ric ranieri by design shall review the work so provided. If following this review it is necessary for ric ranieri by design to make good deficiencies in such work then an additional fee is charge able on a time basis unless some other basis is agreed upon. Should this fee become likely then ric ranieri by design shall promptly notify the client.

### 3.8 TAX

The above fees are inclusive of tax as set out in the schedule of professional fees.

### 3.9 SECURITY OF PAYMENT

ric ranieri by design retains all rights under the "Security of Payment Act 1999 "

### 3.10 OTHER SERVICES

Where for any services provided by ric ranieri by design the fee is not stated in this agreement, such fee shall be on a time basis unless otherwise agreed.

### 3.11 RECORDS

Records of disbursements and expenses pertaining to services, shall be kept by ric ranieri by design, and shall be available for inspection by the client or his authorized representatives.

### 3.12 TRAVELLING EXPENSES

The client shall reimburse ric ranieri by design for expenses incurred by ric ranieri by design in respect of:

- a) Travel between the ric ranieri by design offices and the site of the project or places where work for the project is being carried out where the distance each way exceeds 50km, and
- b) Other travel or accommodation in connection with project where authorized by the client.

The basis for reimbursement is as follows:

Fares – Fares by the means of transport selected ric ranieri by design

Car Expenses – Distance allowance at the rate stated in the fee proposal

Time Allowance – As state in the fee proposal

Living Allowance – Actual cost of accommodation and meals where it is necessary to obtain overnight accommodation

### 3.13 DISBURSEMENTS

All expenses are the responsibility of the client. Where such expenses have been paid directly by ric ranieri by design they will be charged to the client at cost plus an administration charge of 5%. Such expenses include couriers, photography, delivery charges, express post, travelling expenses, tolls, printing, faxes, mobile phone calls, etc.

### 3.14 EXCLUSIONS

The following items and expenses are exclusions from the scope of these terms and conditions.

- Any fees payable to statutory authorities
- Geotechnical and Hydrological Investigations and Reports
- ABSA thermal building consultants
- BASIX Consultant
- Arborist
- Dilapidation Reports
- Town Planner
- Acoustic or Heritage advice
- Traffic Consultant
- Soil Contamination Reports
- Landscape Architect
- Structural Engineer
- Hydraulic Engineer
- Electrical Engineer
- Mechanical Engineer
- Calculation of Strata Plan areas
- Trade package documentation
- Graphic and signage design
- Advice or marketing material to Real Estate Consultants
- Section 96 Amendments or modifications
- Tenancy fit out design
- Preparation for and representation at legal proceedings at the Land and Environment Court



## 4.0 Other Conditions

### 4.1 OWNERSHIP OF DOCUMENTS, COPYRIGHT

Copy right of all plans, drawings, schedules, specification, reports and other documents forming the design and / or documentation for the project produced by ric ranieri by design shall remain with ric ranieri by design. ric ranieri by design permits the client to use the design provided, and the licence only applies to the site for which the design was prepared. This copyright licence shall be revoked if any payment due under this agreement has not been paid to ric ranieri by design. ric ranieri by design may also terminate the licence if the client breaches his obligation to pay ric ranieri by design. Copyright in all drawings, specifications and other documents and other work executed by ric ranieri by design remain the property of ric ranieri by design. ric ranieri by design retains all rights under the "Copyright Amendment ( Moral Rights ) Bill 1999".

### 4.2 TERMINATION

This agreement may be terminated by either party on the expiration of reasonable notice given in writing. Upon termination ric ranieri by design shall be entitled to reasonable payment for services provided in accordance with this agreement.

### 4.3 ASSIGNMENT

Neither the client nor ric ranieri by design shall assign or transfer this agreement without written consent of the other. Consent to assignment shall not be unreasonably withheld.

### 4.4 DISPUTES

In the event that any dispute or difference whatsoever shall arise for the performance or as to the meaning of this agreement such dispute or difference shall be submitted to arbitration in accordance with the rules for the Conduct of Commercial Arbitration as set out by The Institute of Arbitrators Australia. The Arbitrator when making an award shall state his reasons for such award in writing.