

Consultant and Service Agreement

This Home Design Emporium (Pty) Ltd Consultant and Service Agreement (“Agreement”), is made and effective from ____/____/____

BETWEEN: Home Design Emporium (Pty) Ltd (the “Consultant”), a Private Company, with their main address located at 897 Netball Street, Weltevredenpark, Roodepoort, 1709

AND: _____, (the “Client”), with their main address located at Stand Number _____
 And street address located at _____

PROJECT TYPE:	Mark with X	Date	Signature
Décor and Revamping			
Additions and Alterations to existing structure			
New build			

PACKAGE TYPE: (VAT incl.)		Size/Value	Signature
Basic	From R 150-00 per m ² Minimum fee = R780-00/hr		
Standard	From R 200-00 per m ²		
Premium	From 2,9% of Project Value		

1. CONSULTATION SERVICES

The Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement. The Consultant will consult with the Client concerning matters relating to the selected Package Type ("Package"), as selected by the Client as aforementioned.

2. TERMS OF AGREEMENT

This agreement will begin ____/____/____ and will end ____/____/____. Either party may cancel this agreement on a 14-day notice period to the other party in writing, by certified mail or personal delivery.

3. TIME DEVOTED BY CONSULTANT

It is anticipated the Consultant will spend approximately _____ hours / days / weeks (delete what is not applicable) in fulfilling its obligations under this contract. The amount of time may vary from day to day or week to week. However, the Consultant shall devote a minimum of _____ hours / days / weeks to its duties in accordance with this agreement.

4. PLACE WHERE SERVICES WILL BE RENDERED

The Consultant will perform most services in accordance with this contract at a location of Consultant's discretion. In addition, the Consultant will perform services on the telephone and other media formats available and at such other places as deemed necessary to perform these services in accordance with this agreement.

5. PAYMENT TO CONSULTANT

The Consultant will be paid at the rate of, as per 'Package Type' selected by the Client, for work performed in accordance with this agreement. However, the Consultant will be paid at least 50% deposit upfront for the following Package Types - Basic Package and Standard Package. The balance to be paid on completion of the work performed and specified for these packages, or as mutually agreed upon

by all Parties. The Consultant will be paid at least 25% deposit upfront for the Premium Package type, with the balance due, split as follows. 50% of fees due at ½ way (halfway) mark of Project as determined by the relevant Controlling Body(s) involved with the Project, with the balance of 25% of fees due on completion of Project or at a date and time as agreed upon by all Parties privy to this agreement.. The Consultant will submit an itemized statement setting forth the time spent, and services rendered, and the Client will pay the Consultant the amounts due as indicated by statements submitted by the Consultant within 7 days of receipt.

6. INDEPENDENT CONTRACTOR

Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, State tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

Both the Client and the Consultant agree that the Consultant will act in an advisory capacity only.

7. CONFIDENTIAL INFORMATION

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial, or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms, or organizations. The Consultant further agrees to act in compliance with Act No. 4 of 2013: Protection of Personal Information Act, 2013, as amended. Commonly referred to as the POPI Act.

8. EMPLOYMENT OF OTHERS

The Client may from time-to-time request that the Consultant arrange for the services of others. All costs to the Consultant for those services will be paid for and or borne by the Client but in no event shall the Consultant employ others without the prior authorization of the Client.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year first above written.

Authorized Signature (The Client)

Authorized Signature (The Consultant)

Print Name and Title

Print Name and Title

Home Design Emporium

Package Details

PACKAGE # 1 – BASIC PACKAGE

The Basic package consists of the following.

- Consultation, Project assessment, and 3D schematic drawings
- Completion and signing of Agreement contract between both parties.
- The Client to supply the Consultant with latest set of approved building plans of the existing structure for usage to generate Schematic Drawings, or drawings deemed necessary for the proposed project.
- Site measurements to verify accuracy of presented building plans.
- Discussion of design requirements in Project
- Discussion of décor design and layout
- Generation of 1 set of A4 sheet size, 3D Schematic drawings, comprising 3 different views of the proposed Project, for the Client's personal usage.
- 3 site visits.
 - Initial site visit
 - 2nd visit to present final 3D drawings for the Clients usage
 - 3rd visit on completion of Project.

PACKAGE # 2 – STANDARD PACKAGE

The Standard package consists of the following.

- Everything offered in the Basic Package, plus
- 2 sets of A1 drawing sheet size, architectural working drawings

- Working drawings to comply with National Building Regulations and SANS 10400, which are presentable for submission to the Local Building Authority for plan approval.
- Plan submission to the Local Building Authority for approval, to be done by the Client and or as mutually agreed upon by both parties. Submission fees are for the Client's account. Should the Client wish the Consultant to submit the Plan(s) for approval, a Power-of-Attorney document, appointing the Consultant, needs to be supplied to the Consultant by the Client.
- The Consultant to ensure that rectifications required, if any, by the Local Authority on the working drawings generated, are attended to. This is for the Consultant's account
- Advisory discussions for the appointment of contractors, sub-contractors to attend to the Project will be offered at an additional cost of R780-00 per hour consultation.

PACKAGE # 3 – PREMIUM PACKAGE

The Premium package consists of the following.

- Everything offered in the Standard Package, plus
- 4 sets of A1 drawing sheet size, architectural working drawings, with relevant detailing sheets added.
- Once weekly site visits, for the duration of the project, to discuss the Project and progress, with the Client and the Client's appointed Contractors.
- Site visits to be maximum 1 hour long.