

Appointment

Castles Consultants for Extension to Enamel Castle

This Appointment	made on 30 February 2017
records the Client (you)	Mrs Rowena Fairy
of	Enamel Castle, On a Cloud, Sk17 BLU (0800-tooth)
and the Consultant	Castles Consultants LLP
of	8 Rheology Lane, Bristle B20 17AD (0800-castle)
agreeing to work together on the Project	To extend your home, Enamel Castle, to provide a covered heated outdoor pool and sauna
The key aim of the Project is	To assist with your rehabilitation after a serious night-time flying accident
and your expectations are	The complex will be complete and ready for use within 12 months of the start date. If our understanding of your Project is wrong or incomplete, please let us know immediately.
The Consultant will provide the Services	<ol style="list-style-type: none"> 1 Define brief, check programme and survey of your property 2 Undertake role of principal designer for CDM Regulations 3 Develop designs based on advice from Fairy Hospital 4 Prepare and submit planning application 5 Prepare documents for Building Regulations 6 Prepare electrical layouts 7 Prepare tender documents for contractors 8 Contract administration, handover & defects
and will neither provide nor be responsible for	verifying the designs from any specialists including Fairy Hospital's occupational health team; supervising the works of specialist subcontractors or the workmanship of the building contractor.
starting on	14 March 2017. The Consultant will provide the Services until the Project is complete (after the defects period).
The Fees for the Services are	FD\$30,000 exclusive of VAT at 25%
The Consultant will invoice the Fees under this Payment Schedule (the due dates) which the Client will pay within 14 days of receipt:	<ol style="list-style-type: none"> 1 FD\$2,000 when we send you the survey 2 FD\$2,000 as stage 3 3 FD\$4,000 when we agree brief and programme 4 FD\$2,000 when we submit application 5 FD\$2,000 when we submit application 6 FD\$3,000 as stage 5 7 FD\$5,000 when tender review complete 8 FD\$10000 10 equal instalments due monthly
The Client will pay interest	on overdue sums of 5% above the Bank of Fairyland base rate
The Client may cancel the Services by	written notice within 14 days of the date of this appointment without charge using the form below, if you wish.
The Consultant's total liability for any claim is	FD\$150,000 excluding claims for death or personal injury.

Many thanks for approaching Castle Consultants LLP to assist you with your Project. Please sign this document so we know you have read it and want us to start providing the Services. Please use the detachable form below if you change your mind within 14 days of signing.

The Consultant will:

- provide the Services. The Consultant is not responsible for delays to the Services or the Project beyond its reasonable control or due to your failure to provide instructions on time.
- use all the reasonable skill and care of an experienced architectural designer so that the Services meet your expectations. The Consultant will act impartially when acting as the contract administrator.
- send invoices stating the sum it considers payable and its calculation.
- re-perform any Services which were unsatisfactory (performed late or without reasonable skill and care) without charge, within a reasonable time and without inconveniencing you. If repeat performance is not possible, the Consultant will refund 20% of the fees payable by you for that Service.

The Client will:

- use reasonable skill and care in carrying out your obligations including those under the Construction (Design and Management) Regulations 2015.
- pay the Fees quickly and fairly against correct Consultant invoices.

Copyright in all documents, designs and information prepared by or for the Consultant for the Project belongs to the Consultant. The Consultant licenses the Client non-exclusively without royalties to use, copy and share those documents for all Project purposes except any extension of the Project. The Consultant’s liability is limited to the purposes for which those documents were originally prepared.

The parties will keep information relating to the Project, Client or Services confidential except where required by law, the Project or where publicly known.

The parties agree that the Services can only be decreased, extended or modified by written agreement detailing the changes to the Services, fees and time required.

If there is a serious breach of this appointment either party may end this agreement by giving 14 days’ written notice to the other (or immediately for insolvency). After that period, the Consultant will not provide further services, and will invoice the Client for a reasonable proportion of the next instalment of the fees to cover all Services provided.

Signed as a contract

<p>Robert the Chateau, Managing Director</p> <div style="border: 1px solid purple; height: 30px; width: 100%;"></div> <p>As authorised signatory for the Consultant</p>	<p>Rowena Fairy</p> <div style="border: 1px solid teal; height: 30px; width: 100%;"></div> <p>As authorised signatory for the Client</p>
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Cancellation Form

To **Castles Consultants** LLP, 8 Rheology Lane, Bristle B20 17AD email: Chateau@castlesconsultants.fl
The **Client, Rowena Fairy**, Enamel Castle, On a Cloud, SY17 BLU gives notice that she is cancelling the appointment for architectural design services for the project to provide a pool and sauna at her home, address as stated.

Date