



# Once-off Service Agreement

BROSM-001-2019

Ph Décor & Design Solutions

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# R Ph Decor & Design Solutions

## Project's Briefing Questionnaire

Client's Details							Proj.Ref. Number		BROSM-001-2019	
Name & Surname		Shane & Melany Brown			Contact Number		+1-417-669-XXXX			
Email Address		client@email.com			Other Number		+1-417-147-XXXX			
Email Address		client@email.com			Other Number					
Projects Details					Address		158 Alberts Street			
Newly Build							*****			
Reno / Convert		✓					*****			
Add-on / Extension							*****			
Domestic										
Commercial										
Function Spaces					XXXXX		Zip Code			
Reference			Length		Weight	Height	Sq Feet	Sq Meter		
Basement Guest En-suite Bedroom			20'		15'	110'	✓			
Basement Laundry & Storeroom			20'		10'	110'	✓			
Problem Areas/Challenges Identified Versus Solutions										
#1	One Big Open Space - Divide Into Laundry/Storeroom & Guest En-suite Bedroom									
#2	Old Carpet - New Flooring									
#3	Old Electrical Wiring - Rewire Whole Basement To Code									
#4	Limited Natural Sun Light - Additional Artificial Lighting Layers & Reflective Surfaces									
#5	Limited Storage Space - Utilize Maximum Storage Space In Laundry & Storeroom									
#6										
#7										
#8										
#9										
#10										
Desired Design Style										
Casual		Colonial	✓	Formal		Ultra Modern				
Chic	✓	Contemp		Industrial		M/Century Modern				
Classic		Cool	✓	Warm	✓					
Clean		Country		Rustic						
Coastal		Cultural		Tradition						
Colours			Like	Dislike	Combinations					
Primary	Warm	Yellow			Mono / Solo					
Inter	Warm	Yel/Or			Comp / Double					
Second	Warm	Orange	✓		Triadic / Trio					
Inter	Warm	R/Or			Tetrad / Quad					
Primary	Warm	Red			Analogic (3)					
Inter	W/C	R/Violet			Accented-Analogic		✓			
Second	Cool	Violet		✓	Notes					
Inter	Cool	B/Violet			Turquoise Accent Colour					
Primary	Cool	Blue	✓							
Inter	Cool	Turquoise								
Second	Cool	Green								
Inter	C/W	Y/Green								

Building Facing Direction			North-East	L&L	°	"	'	
Hemisphere			Northern			Southern		
Sun Light (H/M/L)			Morning	L	Mid-day	L	Noon	L
Artificial Lighting Needed			Type				P/S-LED	
Function	Décor	Atmos	Storeroom				✓	
Function	Décor	Atmos	Laundry				✓	
Function	Décor	Atmos	Bedroom				✓	
Function	Décor	Atmos	En-suite Bathroom				✓	
Function	Décor	Atmos						
Proposed / Required Services								
Functional Space Layout Planning			YES	Whole Basement				
Kitchen Layout Design								
Bathroom Layout Design			YES	Guest En-Suite				
Furniture Layout Planning			YES	Guest Bedroom				
CAD 2D Floor Plan								
CAD 2D Floor Plan + Dimensions			YES					
CAD 2D Wall Elevation (B&W-Technical)			YES	Laundry   Storeroom   En-Suite				
CAD 2D Wall Elevation (Furnishes)								
CAD Electrical Scheme								
CAD Electrical Scheme + Table			YES	Whole Basement				
One Point Perspective Views (B&W)								
Colour Scheme Recommendations			YES	Guest Bedroom				
Colour Scheme Application			YES	Guest Bedroom				
Furnishes Recommendations			YES	Guest Bedroom   En-suite Bathroom				
Furnishes Application			YES	Guest Bedroom   En-suite Bathroom				
Texture Recommendations								
Texture Application								
Furniture Recommendations			YES	Guest Bedroom				
Accessories Recommendations			YES	Guest Bedroom				
Mood Boards (Max x3)			YES	Guest Bedroom				
Furnishes Procurement*								
Texture Procurement*								
Furniture Procurement*								
Accessories Procurement*								
Lighting Layer Identification			YES	Guest Bedroom				
Light Fixture Recommendations								
Lighting Fixture Procurement*								
360 View - Panoramic								
360 View - Doll House								
Image Renders								
3D Walk-Through Video								
Time-Lapse Video Clip								
Lighting Layers Video Clip								
Other / Extra*								
Other / Extra*								
Other / Extra*								
Other / Extra*								
Deadline	2019/11/31			Budget	10,000-00	US\$	ZAR	
Renovations All Done Before Xmas				All Inclusive				





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# CONTRACTOR AGREEMENT FOR ONCE-OFF CAD & 3D SERVICES

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DATED 2019-07-15

BETWEEN

Shane & Melany Brown (the "Customer")

AND

Ph Decor & Design Solutions (the "Contractor")

# CONTRACTOR AGREEMENT FOR SERVICES

DATED: 2019-07-15

**BETWEEN:** Customer of Project Address (the “**Customer**”);

**AND** **Ph Decor & Design Solutions** of *Koelte Street Onverwacht Lephalale Limpopo 0557*  
*South Africa* (the “**Contractor**”)

## 1. THE APPOINTMENT

- 1.1. The Customer by this agreement (the “Agreement”) engages the Contractor to perform the services (the “Services”) described in Item One of the Schedule and the Contractor has agreed to perform the Services for the Customer for the price (the “Contractor’s Fees”) set out in Item Two of the Schedule on the terms set out in this Agreement.
- 1.2. The Contractor represents and warrants to the Customer that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the Services and will perform the Services to a good and proper standard.
- 1.3. The Contractor holds all necessary licences and permits required in order to allow the Contractor to perform the Services.
- 1.4. Where any Manuals are required in order for the Customer to enjoy or use the Services, the Contractor will provide these to the Customer in such form as the Customer may reasonably require and for no additional fee.

## 2. THE PRICE, PAYMENT AND VARIATIONS

- 2.1. The Customer has agreed to pay the Contractor the Contractor’s Fees at the times set out in Item Three of the Schedule. The Price is the full amount which the Customer will pay for the performance of the Services.
- 2.2. In respect of the Contractor’s Fees, the Contractor will issue a tax invoice for the Services setting out the Services performed, the date they were performed and by whom. The tax invoice will also separately identify all expenses.
- 2.3. The tax invoice will be issued by the Contractor at each phase of the payment schedule for payment of the Contractor’s Fees or any instalment thereof as so invoiced or the instalment (which is due) as set out in the tax invoice. Notwithstanding anything else the Customer is not obliged to pay at the time set out in Item Three of the Schedule unless the Contractor has provided a tax invoice in proper form for the Contractor’s Fees or any instalment thereof.

Initial: \_\_\_\_\_

2.4. The method of payment of the Contractor's Fees is as set out in Item Four of the Schedule.

### **3. STANDARD OF SERVICES**

3.1. The Contractor will perform the Services in a proper and competent manner. Where there are any applicable industry standards and codes, they will to the extent to which they are not inconsistent with any of the terms of the Agreement be at all times complied with by the Contractor. All those standards and codes to the extent they are not inconsistent with the terms of the Agreement are to apply as if they were express terms of this Agreement.

3.2. The Contractor represents to the Customer that the Contractor and all the Contractor's employees and permitted subcontractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the Services to the required standards and codes.

### **4. EQUIPMENT AND MATERIALS**

4.1. The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the Services other than the materials described in Item Seven of the Schedule. Unless otherwise agreed in writing all materials used will be new and of high-quality fit for their purpose. All equipment will be safe for use, be properly maintained and capable of being used to carry out the Services.

4.2. The Customer agrees with the Contractor that the Customer will pay for all the materials described in Item Seven of the Schedule at the times set out in Item Seven.

### **5. TIME**

5.1. The Services will be completed by the date or dates set out in Item Five of the Schedule.

5.2. If the Contractor, being an individual, is unable to perform the Services due to illness or injury by any time stated in Item Five of the Schedule then unless the Customer may suffer material loss or damage by such delay the Contractor will be entitled to a reasonable extension in order to complete the Services.

5.3. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the Services by the date set out in Item Five of the Schedule, the Contractor will immediately notify the Customer in writing the details of the event and give an estimate of the time for completion of the Services and in those circumstances unless the Customer may suffer material damage by such delay the Contractor will be entitled to a reasonable extension to complete the Services.

5.4. Where in either of the circumstances in 5.2 or 5.3 the Customer is of the opinion that the delay may cause the Customer loss or damage then the Customer may by written notice to the Contractor terminate the Agreement in which event the Customer has no obligation or liability to pay for any uncompleted Services but must pay for all Services completed up to the date of termination.

## **6. VARIATION TO THE SERVICES**

6.1. The Customer may require a Change Order / Variation (the "Variation") within in reason to the Services. All request(s) must be in writing setting out full details of such Variation. The first two (2) reasonable requests will be at no additional costs to the Customer. These requests need to be submitted prior to the settlement of the (35%) TAX Invoice. Thereafter the Contractor will provide a quotation for performing these additional Services as varied which additional sum will be added to the Price if accepted by the Customer. In consequence the delivery of services for these Variations will be amended and confirmed in writing to the Customer. If the Customer does not accept the new quotation, the Contractor is not obliged to carry out the Variation.

6.2. The Customer must pay for these additional Variations in the manner and at the time set out in the Contractor's quotation of by principle an additional 10% for each variation request of the original total signed off.

6.3. If the Variation requests exceed the scope of work or additional costs of 10% stipulated with the original quotation – as per the discretion of the Contractor – the Contractor has the full right to scrap/terminate the current agreement and inform the Customer in writing accordingly.

6.4. Under these circumstances a new quote and agreement will be presented to the Customer in writing, whom will be liable to pay this new agreement's balance as per the new Payment Schedule. If the Customer does not accept this new quotation, the Contractor is not obliged to carry out the new Variation.

## **7. OCCUPATIONAL HEALTH AND SAFETY**

7.1. The Customer must ensure that if the Services are to be performed on the Customer's property that at all times the property is safe and that all facilities provided by the Customer to the Contractor for the purposes of enabling the Services to be performed are also safe.

7.2. The Contractor will ensure that at all times in performing the Services it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.



## **8. BREACH BY CONTRACTOR**

- 8.1. If the Contractor breaches any of its contractual obligations under the Agreement and fails to remedy that breach promptly and in any event within 3 days then the Customer may by written notice to the Contractor terminate the Agreement.
- 8.2. Upon termination of the Agreement the Customer must pay the Contractor for the Services actually done to that date (the date of termination) less any loss or additional cost which the Customer may suffer or incur to have the remainder of the Services completed.
- 8.3. Where the Contractor fails to perform the Services properly to the standard required in the Agreement then the Customer is entitled to claim all damages, loss and compensation which directly or indirectly are a consequence of the Contractor's failure to perform the Services properly.

## **9. BREACH BY THE CUSTOMER**

- 9.1. If the Customer fails to pay the whole or any part of the Contractor's Fees as per the Payment Schedule without reasonable and lawful excuse, the Contractor may at the Contractor's absolute discretion:
  - (a) suspend the performance of the Services until the Contractor's Fees then outstanding are paid and/or;
  - (b) serve a written notice on the Customer requiring the outstanding amount of the Contractor's Fees to be paid within 7 days and if not so paid by written notice terminate the Agreement and/or;
  - (c) sue the Customer for the outstanding Contractor's Fees as a debt immediately due and owing.

## **10. CONFIDENTIALITY**

- 10.1. The Customer undertakes to keep all information which the Customer acquires from the Contractor or about the Contractor strictly private and confidential and must not disclose that information to any person without the Contractor's prior written consent. Nothing in this clause prevents the Customer from fully using and enjoying the Services.
- 10.2. The Contractor undertakes to keep all information which the Contractor acquires from the Customer or about the Customer's business strictly private and confidential and will not disclose that information to any person without the Customer's prior written consent. The Contractor will not use any such confidential information so acquired except for the proper purpose of performing and providing the Services.
- 10.3. Unless informed in writing by the Customer, the Contractor has the full right to use the source picture files of the services rendered for their own marketing efforts once the contractual services have been completed in full to the satisfaction of both the Contractor and Customer.

10.4. This agreement is based upon the fact none of these source picture files will compromise the Customer's identity, location or anything else the Contractor deems confidential.

## **11. UNDERTAKINGS BY CONTRACTOR**

11.1. The Contractor undertakes to the Customer that it will not during the performance of the Services and for a period 6 months thereafter solicit or attempt to solicit any employees of the Customer to resign or take up employment with the Contractor or with any other person.

11.2. The Contractor undertakes to the Customer that it will not during the performance of the Services and for a period of 6 months thereafter solicit, approach or induce any customer or client of the Customer or any supplier to the Customer to become a customer or client of or supplier to any other person or company that competes with the Customer.

11.3. Where the Contractor has created or holds any passwords, domain names or other authorisations which in any way relate to the Customer's business or to the Services, the Contractor acknowledges that they are all held by the Contractor exclusively for the benefit of the Customer and will be promptly transferred or assigned on request to the Customer or as the Customer may direct and without the requirement of any fee being paid in respect thereof by the Customer to the Contractor.

## **12. INTELLECTUAL PROPERTY**

12.1. If the Services involve the creation of any intellectual property including any copyrightable materials or works then unless otherwise expressly agreed in writing or otherwise set out in Item Eight of the Schedule, the Customer acknowledges that the Contractor is the legal and beneficial owner of all such intellectual property.

12.2. Notwithstanding clause 12.1, provided the Customer has paid the Contractor's Fees in full, the Customer will have a perpetual non-exclusive licence to use the Contractor's intellectual property but only to the extent that such use is reasonably necessary to enable the Customer to enjoy the Services.

12.3. Subject to 12.2, where the Contractor uses the Contractor's intellectual property to carry out or produce or deliver the Services, nothing herein gives the Customer any interest, right or title in the Contractor's intellectual property.

12.4. Where the Customer provides access to the Contractor to the Customer's intellectual property, nothing in the Agreement gives the Contractor any interest in the Customer's intellectual property and the Contractor will only use the Customer's intellectual property for the proper performance of the Services.

### **13. LIMITATION ON WARRANTY**

- 13.1. The Contractor warrants to the Customer that all the Services it performs will be fit for their intended purpose, will be capable of being used by the Customer for their intended purpose and will perform in accordance within their applicable specifications (if any).
- 13.2. All Statutory Warranties that can be lawfully excluded are hereby expressly excluded.
- 13.3. Where the Services are not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to Consumer Affairs (Unfair Business Practices) Act, 1988 to, at the discretion of the Contractor:
- (a) the supplying of the Services again; or
  - (b) the payment of the costs of having the Services supplied again.

### **14. SUB CONTRACTING**

- 14.1. The Contractor may use sub-contractors to provide any of the Services. In such circumstances, it will be the responsibility of the Contractor to ensure that:
- (a) the sub-contractors so engaged are suitably qualified, hold all necessary licences, and are otherwise able to perform the Services in a proper and workman-like manner;
  - (b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach any of the terms of this Agreement;
  - (c) the sub-contractors so engaged have current or necessary insurances.
- 14.2. The Contractor is solely responsible for all fees payable to sub-contractors.

### **15. OVER-RIDING PROVISION**

- 15.1. Notwithstanding anything else where contained in the Agreement, any provisions in Item Six of the Schedule apply and over-ride any term of the Agreement, which term to the extent of its inconsistency with the provisions in Item Six, will have no effect whatsoever and will be deemed not to have been included in the Agreement.

**EXECUTED BY THE PARTIES** on the date first mentioned.

**SIGNED BY:**  
**Ph Decor & Design Solutions**

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**Please Print Name**

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**Contractor' Signature**

**SIGNED BY:**  
**Customer**

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**Please Print Name**

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**Customer' Signature**

**SIGNED BY:**  
in the presence of:

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**Please Print Witness Name**

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**Witness Signature**

**Initial:** \_\_\_\_\_

## SERVICE SCHEDULE

### Item One SERVICES

The Contractor will provide the following Services to the Customer:

Functional Space Layout Planning	YES	Whole Basement
Kitchen Layout Design		
Bathroom Layout Design	YES	Guest En-Suite
Furniture Layout Planning	YES	Guest Bedroom
CAD 2D Floor Plan		
CAD 2D Floor Plan + Dimensions	YES	
CAD 2D Wall Elevation (B&W-Technical)	YES	Laundry   Storeroom   En-Suite
CAD 2D Wall Elevation (Furnishes)		
CAD Electrical Scheme		
CAD Electrical Scheme + Table	YES	Whole Basement
One Point Perspective Views (B&W)		
Colour Scheme Recommendations	YES	Guest Bedroom
Colour Scheme Application	YES	Guest Bedroom
Furnishes Recommendations	YES	Guest Bedroom   En-suite Bathroom
Furnishes Application	YES	Guest Bedroom   En-suite Bathroom
Texture Recommendations		
Texture Application		
Furniture Recommendations	YES	Guest Bedroom
Accessories Recommendations	YES	Guest Bedroom
Mood Boards (Max x3)	YES	Guest Bedroom
Furnishes Procurement*		
Texture Procurement*		
Furniture Procurement*		
Accessories Procurement*		
Lighting Layer Identification	YES	Guest Bedroom
Light Fixture Recommendations		
Lighting Fixture Procurement*		
360 View - Panoramic		
360 View - Doll House		
Image Renders		
3D Walk-Through Video		
Time-Lapse Video Clip		
Lighting Layers Video Clip		
Other / Extra*		
Other / Extra*		
Other / Extra*		
Other / Extra*		

### Item Two CONTRACTOR'S FEES

The Contractor will be paid the total / average rate of ...

<b>TOTAL + TAX</b>	<b>\$</b>	<b>567,03</b>
<u>Ave / sq-ft</u>	\$	1,314

Initial: \_\_\_\_\_

**Item Three TIMES OF PAYMENT OF CONTRACTOR’S FEES**

- 50% Prior To Any Draft/Design Work Starts
  - 35% After First Submission For Approval Or (Max x2) Amendments (*Proforma*)
  - 15% After Final Draft Received (*Proforma Watermarked*)
- Customer Receive Source Files (*NO Proforma Watermarks*)

**Item Four METHOD OF PAYMENT**

The Customer and the Contractor have agreed to the payment via their online payment platform - **PayPal**. The Contractor will invoice & schedule all Fully Inclusive Service Packages based on the overall scope of work. The Customer will be invoiced for the Contractor’ Specializing Services in the same manner. The Customer will pay the Contractor it’s Fees by principle as follows upon completion of the following milestones of the project:

- 50% Prior To Any Draft/Design Work Starts
- 35% After First Submission for Approval Or (Max x2) Amendments (*Watermarked*)
- 15% After Final Draft Received (*Watermarked*)

The Contractor will, as a pre-condition to payment, provide the Customer with a Tax Invoice for the Services performed up to the relevant milestone.

**Item Five TIMES FOR COMPLETION OF SERVICES**

- **First Revision – 2019-07-28**
- **Final Draft – 2019-08-15**
- **Receive Source Files – 2019-08-21**

**Item Six OVER-RIDING PROVISIONS**

- Additional Unreasonable Variants/Change Orders More Than +10% Of Total Quote

**Item Seven MATERIALS TO BE PAID FOR BY THE CUSTOMER**

**Item Eight CUSTOMER’S INTELLECTUAL PROPERTY**