

Definitions

Definition	1.	'approved' hereinunder means approved in writing by the Director's Representative before the cost, remuneration or expense is incurred.
Lump Sum fees	2.	(A) The remuneration of the Consultant for the performance of the Services under the Agreement shall be on the basis of the lump sum as appears in Section B(a) of the Fee Proposal, subject to the limitations, reservations and adjustments in Schedule of Fees Clauses 4, 5, 6, & 9. Remuneration for the optional items indicated in Section B(b) & (c) shall be re-measured upon completion (subject to prior instruction) as provided in Clause 9.
*		(B) There shall be no adjustment in the Lump Sum.
		(C) Office administration and overhead costs shall be deemed to be included in the Lump Sum.
		(D) Time spent by secretarial and clerical staff shall be deemed to be included in the Lump Sum.
		(E) Time spent by the staff in travelling and carrying out of all inspections (including abortive inspections), meetings, etc. and discharging all duties required by the project brief shall be deemed to be included in the Lump Sums.
		(F) All other expenses including the vehicles for inspection, tools for inspection, special stationery, cameras and the associated photo developing and copying, etc. as stipulated in the project brief for discharging the duties shall be deemed to be included in the Lump Sums.
Interim Payment	3.	(A) Interim payments on account for the fee stipulated in Clauses 2 shall be made in such amounts and at such times as are set out in the Payment Schedule below:-

Payments Schedule

- (a) Invoices shall be submitted on a monthly basis or as to be agreed;
- (b) The Lump Sum for the Agreement shall deem to be apportioned in the following manner:
 - (i) 35% is apportioned for the Survey/Investigation Stage;
 - (ii) 20% is apportioned for the PWL/Order/WN Serving Stage;
 - (iii) 20% is apportioned for the 1st Compliance Stage;
 - (iv) 20% is apportioned for the 2nd Compliance Stage; and
 - (v) 5% (retention amount) is apportioned for the Completion of the Agreement. This retention amount is deemed to be the summation of retention money of each stage (i.e. 5% of the lump sum fee for each stage) shown on items (i) to (iv) above).
- (c) On the basis of the percentages assigned in sub-clause (b) above, the interim payments for the Agreement will be valued accordingly and invoices submitted will be paid for in the manner as follow:

- (i) The valuated sum for the Survey/Investigation Stage is to be paid upon receipt of invoice after the submission of the Survey Report(s) by the consultant as stipulated in Clause 5.1.6 of the Brief and endorsed by the Director's Representative.
- (ii) The valuated sum for the PWL/Order/WL Serving Stage is to be paid upon receipt of invoice after the submission of the monthly Progress Report by the consultant as stipulated in Clause 9 of the Brief certifying that all the PWL, statutory orders and WN as required by Clause 5.2 and 5.4 of the Brief have been satisfactorily served and the Report endorsed by the Director's Representative.
- (iii) The valuated sum for the 1st Compliance Stage is to be paid upon receipt of invoice after the submission of the 1st Compliance Report and the documents by the consultant as stipulated in Clause 5.3.12 and 5.3.16 of the Brief and endorsed by the Director's Representative.
- (iv) The valuated sum for the 2nd Compilation Stage is to be paid upon receipt of invoice after the submission of the documents and 2nd Compliance Report by the Consultant as stipulated in Clause 5.3.20 of the Brief and endorsed by the Director's Representative.
- (v) Remainder of the valuated fees is to be paid upon receipt of invoice after the satisfactory completion of the agreement and all target buildings being de-listed by the Director's Representative.
- (vi) For the purpose of evaluating interim payments in accordance with the above sub-clauses, the Director's Representative can agree with the Consultant appropriate programme with various batches of buildings. Such batches will be taken as independent sub-agreements for the purpose of valuation and payment, including the retention amount for such batches of buildings as stipulated in Clause 3(A)(b)(v), which will be released upon the total completion of services to each of such batches of buildings.

~~(B) For the avoidance of doubt, where the Assignment/Agreement or any service in respect of any batch of buildings is terminated by the Employer under Clause 41 of the General Conditions of Employment, the Consultant shall only be paid for fees up to the cumulative amount corresponding to the appropriate stages (of respective batches of buildings) as may be apportioned according to Clause 3(A)(b)(i) to (iv) with proportionate amount of retention money of appropriate stages, subject to achievement of Milestones, and subject to the limitations, reservations and adjustments in Clauses 4, 5, 6 & 9. Time charges shall be the basis of payment for services rendered by the consultant subsequent to the appropriate stage after which the assignment/agreement is terminated.~~

~~(C) The Consultant shall have the option to submit a consolidated invoice upon the submission and acceptance of the 2nd Compliance Report for the Agreement.~~