

Terms and Conditions of Business

Scope of Appointment/Services

The scope of your instructions and the basis of our appointment in relation to your project (the "Project") has been confirmed in our letter of appointment and/or Schedule of Services and Fees, sent via letter or e-mail to you ("Letter of Appointment").

The services that you have asked us to provide (the "Services") will be subject to our letter of appointment, together with these conditions; these documents together represent the entire agreement between us (this "Agreement"); you undertake not to have relied on any representation or term which does not appear in this agreement.

The provision of services over and above those set out in our letter of appointment shall be deemed a new instruction, subject to additional fees; you acknowledge that your requirements may increase over time, resulting in a request for us to carry out additional work at extra cost.

We shall exercise reasonable skill, care and diligence in accordance with the normal standards of our profession in relation to our performance of the services.

We shall keep you reasonably informed, at all times, so far as progress in the performance of the services is concerned.

The letter of appointment will set out the person with day to day responsibility for the project and the provision of services by us to you.

In order to give the best possible service, we may on occasions consider it appropriate to sub-contract part of the provision of our services to a third party any such sub-contractor will accept full responsibility and liability for their work or advice.

Your Responsibilities

You agree to provide to us all relevant and necessary information concerning the project and the services that you have asked us to undertake and shall promptly keep us informed of all changes to such information.

If there is to be a particular point of contact for the project, you will confirm this to us in writing and all communications with that person shall be deemed to have been made to anyone else involved in the project from your side; we shall be entitled to rely on decisions and instructions provided to us by that person, even though others may have an interest, or be involved, in the project.

On an ongoing basis, you will co-operate with us in all matters relating to the services, including providing all necessary information and other items that we reasonably requires in a timely manner; you accept that any delay on your part may cause delay to the overall project or our ability to deliver the services within any particular anticipated timeframe.

Fees and Payments

Our fees are charged either on the basis of a fixed fee or calculated based on the number of hours worked, multiplied by our standard hourly rate. Unless specified otherwise, any estimate shall not be deemed to be a firm offer or fixed price but instead an indication of the likely costs associated with the services. VAT is chargeable on all fees at the standard rate. Invoices will be submitted monthly on a time charge basis or reasonable estimate of the percentage of the work completed and/or at completion of each stage of the project.

Payment of fees shall be due 14 (fourteen) days after the invoice date; time shall be of the essence for this purpose. We shall be entitled to invoice you for each stage of work; upon termination of this agreement (however arising) we shall be entitled to immediately charge all fees and expenses for work undertaken up to that point; all sums payable to us shall be paid in full without any deduction or set off, except for credit notes or where a credit has been agreed by us, in writing.

Any failure to pay invoices promptly when due shall be a breach of these terms, entitling us to charge without prior notice and without prejudice to any of our other rights or remedies (whether before or after judgment) default interest on any sum then outstanding. Interest shall accrue daily and be charged at the rate imposed by the late payment legislation, including the Late Payment of Commercial Debts Regulations 2002.

In the event that any invoice is overdue, we may suspend or terminate the provision of the services, acting at our sole discretion.

Abortive Fees

In the event that the appointment is terminated or cancelled (for whatever reason), we shall be entitled to invoice for the number of hours worked up to that point, or in the case of work agreed to be carried out for a fixed price, for a sum equivalent to our reasonable estimate of the percentage of the work completed.

Confidentiality and Publicity

We may, without the need for prior approval, take and publish photographs relating to the project or the site where the services are being provided and, so far as other information is concerned, we may use and publish such information with your prior consent, which shall not be unreasonably withheld or delayed.

With regard to any information, the above provisions shall not apply where disclosure is either necessary for the proper performance of the services, or for the purposes of other professional advice or any regulatory or insurance requirements, or where it is already in the public domain other than through a breach of confidentiality or such disclosure is otherwise required by law/a court or tribunal of competent authority.

Intellectual Property

All copyright and other intellectual property rights in or arising from the provision of the services remain wholly owned by us, to include any preparatory or draft versions of any such work; upon completion and payment of all fees and expenses due to us, we grant you a non-exclusive license to use our work, for your sole use as contemplated by our appointment.

Timing and Progress

You accept and acknowledge that certain aspects of the project and its progress generally will depend upon the actions of third parties and therefore we do not warrant and shall not be liable in the event of any delay in or arising from (without limitation) planning permission, building control or other approvals or consents necessary for completion of the project.

Complaints Policy

We aim to provide a high quality and professional service at all times; however we recognise that on occasion issues can arise; usually, we hope that complaints and issues can be resolved between you and the person responsible for your project; any concerns or issues should be raised with them in the first instance. If this does not resolve the matter, or where this is not considered appropriate, any complaint can be made in writing and addressed to Mr Rob Hilton, or if you consider it inappropriate for Mr Hilton to handle your complaint, this should be addressed in writing to another company director.

We will acknowledge any written complaint within 10 working days of its receipt and will provide a response addressing the issues raised within 30 working days of receipt; should we require any additional information to allow us to consider the matter fully, we will request this from you, which you confirm will be provided to us promptly. Practising Architects are registered with the ARB and the practice is an RIBA Chartered Practice so you have the right to complain to either body should your complaint not be satisfactorily dealt with.

Termination

Either you or us may give reasonable notice to the other terminating this agreement. This may include circumstances where we are prevented from or impeded in the performance of the services, whether at all or within the timescale originally anticipated, for reasons beyond our control. We shall be entitled to terminate our appointment immediately in the event of persistent or material breach(es) committed by you or in the event of your bankruptcy, insolvency or where you make or agree any arrangement with creditors generally.

Extent of Liability

In performing the services, we may provide additional or related advice in connection with the project, but this shall be at our sole discretion and we shall not be bound to do so where this falls outside of the scope agreed by you in our letter of appointment. Unless stated otherwise, any date(s) referred to for the completion of all or any part of the services are approximate only; in the event of any delay or non-performance, those circumstances shall not entitle you to terminate our appointment.

We shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under these terms, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or that of our employees or agents) arising out of or in connection with the provision of the services.

Except in respect of death or personal injury caused by our negligence or in the event of fraud, our maximum liability to you shall not exceed the amount of our professional indemnity insurance, in force from time to time, provided that we have notified the insurers of the relevant claim(s) as required by the terms of such insurance. The extent of our insurance cover may be confirmed in our letter of appointment; otherwise, such confirmation and a copy of the certificate can be provided upon written request.

You undertake not to take or bring any action or proceedings in connection with our provision of the services at any time more than 6 (six) years from the date that the last services were performed or from practical completion of the project, whichever is the earlier; until the expiry of that period, we shall maintain such professional indemnity insurance as described above.

It is accepted and acknowledged that no liability shall arise in the event that we are prevented or delayed in the performance of the services as a result of any circumstances beyond our control, to include delay by or actions of third parties and no liability relating to any consequential losses, to include (without limitation) changes in market prices or effects on any collateral contract or arrangement, shall exist.

General

A person who is not party to these terms (apart from any assignee) has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms but this shall not affect any right or remedy of a third party which exists or is available apart from that act. The construction, validity and performance of these terms shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

In the event of any dispute concerning this agreement or matters related to the provision of the services, you and us agree to use all reasonable endeavours to resolve the matter amicably, to include via mediation, but this shall be without prejudice to either party's right to issue and pursue formal court proceedings.

Any notice to be given under these terms, shall be in writing and may be served by hand or by pre-paid first class post addressed to the last known address of the addressee; communications shall be deemed to have been received on the date that the communication was left at the relevant address or, if posted, on the second day (excluding weekends, bank and public holidays) after the date that the envelope containing the communication was given to the postal authorities, provided that the communication was pre-paid and correctly addressed.