

Thor Architects

1. Terms & Conditions of Business

We are the local Architect/Designer named in the Order Form. Please note that any contract entered into for the provision of those services set out in the Order Form will be between you & us

1.1 In these Conditions:

"Architect/Designer" (Arch/Des) means the person or company or practice whose name & address is shown on the top right hand corner of the front of the Order Form & on whose behalf the Company is acting as agent in concluding the Contract or such other person or company or practice agreed upon in writing between the Company & the Client to be substituted in its place;

"Architect's/Designer's Fees" means the fees quoted by the Arch/Des from time to time based on the Architect's/Designer's hourly rate detailed in the Order Form, for the provision of the Specified Service as such service may be revised & fees adjusted in accordance with clause 4.3;

"CDM" means the Construction (Design & Management) Regulations 2015;

"Client" means the person submitting the First Contact or Order Form;

"Conditions" means these terms & conditions,

"Contract" means the contract for the provision of the Specified Service formed in accordance with clause 2;

"Customer Portal" means an on-line facility, intended to be private to the Client & the Arch/Des, which is password protected & where project information is shared & stored as a project record;

"Document" includes, in addition to any document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images & any disc, tape or other device embodying any other data, whether in electronic form or otherwise;

"First Contact Form" means the initial completed form submitted by the Client to the Arch/Des by electronic mail or completed by the Company on initial contact with the Client by telephone or otherwise;

"Input Material" means any Documents or other materials, & any data or other information provided by the Client relating to the Specified Service (including, but not limited to, any information provided in the First Contact Form) whether in electronic form or otherwise;

"Order Form" means the Order Form overleaf submitted by the Client to the Arch/Des requesting provision of the Specified Service;

"Output Material" means any Documents or other materials, & any data or other information provided by the Arch/Des relating to the Specified Service whether in electronic form or otherwise;

"Project" means the project to which the Specified

Service relates as detailed in the Order Form;

"Project Location" means the place where the Project is to be executed as specified in the Order Form;

"Specified Service" means the service to be provided by the Architect/Designer for the Client as detailed in the Order Form.

1.2 The headings in these Conditions are for convenience only & shall not affect their interpretation.

2. Application of Terms

2.1 The Conditions apply to any order placed by the Client with the Company (as agent for the Arch/Des).

2.2 By placing an order (by completing & submitting an Order Form) the Client agrees to be bound by these Conditions & must therefore read them carefully before placing an order.

2.3 The Contract is formed once the Arch/Des has accepted the order placed by the Client. These Conditions are incorporated into & shall govern the Contract to the exclusion of all other terms & conditions.

3. Supply of the Specified Service

3.1 The Architect/Designer shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Arch/Des & the Client.

3.2 The Client shall at his own expense supply the Architect/Designer with all necessary Documents or other materials, & all necessary data or other information relating to the Specified Service, within sufficient time to enable the Arch/Des to provide the Specified Service in accordance with the Contract. The Client warrants & represents the accuracy of all Input Material & acknowledges that the Arch/Des will rely upon the accuracy of the Input Material.

3.3 Responsibility for the safe keeping of all Output Material shall be at the sole risk of the Client from the time of delivery to the Client.

3.4 A password will be issued by the Arch/Des to the Client to allow access to the Customer online content. The Client agrees that the CHP may be used to store & share all project related Documents, Input Material, Output Material & Order Forms solely between the Client & the Arch/Des & use of the CHP shall be accessible by the Arch/Des & the Company to share, view, upload & download documents & materials relating to the Project.

3.5 The Specified Service shall be provided in accordance with the Order Form & otherwise in accordance with the Arch/Des current brochures & as published on its website relating to the Specified Service from time to time, subject to these Conditions.

3.6 Further details about the Specified Service, & advice or recommendations about its provision or utilisation, which are not given in the Company's brochures or website may be made available on written request.

3.7 The Arch/Des may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to

the provision of the Specified Service without any liability to the Client unless such errors or omissions amount to fraudulent misrepresentation.

3.8 Where the Architect/Designer cannot perform the Contract the Company shall notify the Client & with the Client's consent shall substitute an alternative & suitably qualified Architect/Designer in its place.

4. Charges

4.1 The Client may cancel the Contract by written notice to the Arch/Des using the cancellation form appended to these Conditions or available from the Arch/Des website (www.thorarchitects.com) at any time during the first fourteen days starting on the day after the Order Form is signed by the Client in which case the Client will be refunded the total price of the Contract except if the Client indicates in the Order Form that they wish the Contract to be performed (in whole or in part) before the end of the fourteen days the Arch/Des shall be entitled to invoice the Client for services provided between signing the Order Form & the date of cancellation.

4.2 Subject to the statutory 'cooling off' period in clause 4.1 above & any special terms agreed, the Client shall pay the Architect's/Designer's Fees as detailed in the Order Form & any additional sums, which are agreed between the Arch/Des & the Client for the provision of the Specified Service. Payment shall be made by bank transfer, at the discretion and to the Arch/Des.

4.3 In addition to the fees referred to in clause 4.2, additional fees shall be payable if the Arch/ Des, for reasons beyond its control, is involved in extra work or incurs extra expense, such as where: 4.3.1 the scope of the Specified Service is varied by the Client; 4.3.2 it is necessary to vary any item of work commenced or completed due to the nature of the Project; 4.3.3 services by others are not provided or are delayed; 4.3.4 The Client requests amendments to any sketch designs, scheme level drawings or detail level drawings submitted by the Arch/ Des; provided always that no additional fees shall be incurred without the prior written authority of the Client.

4.4 All fees quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

4.5 The Arch/Des shall invoice the Client following the provision of each stage of the Specified Service as specified in the Order Form. All Architect's/Designer's Fees & any additional sums payable including (without limitation) expenses shall be paid by the Client to the Arch/Des (together with any applicable Value Added Tax, & without any set-off or other deductions) no more than 48 hours before delivery of the services.

4.7 If payment is not made when due, the Arch/Des shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before & after any judgment) at the rate of 3% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full. The Arch/Des reserves the right in its sole discretion not to provide Output Material to the Client in the event of non-payment.

4.8 The Client shall pay the expenses specified in the Order Form. Expenses other than those specified shall only be charged with the prior authorisation of the Client.

4.9 Where the performance of the Specified Service is suspended or terminated by the Client or suspended or terminated by the Arch/Des because of a breach of the Contract by the Client, the Arch/Des shall be entitled to payment of all fees & expenses incurred to the date of suspension or termination plus VAT (if applicable), together with any expenses incurred to the date of suspension or termination.

5. Rights in Input Material & Output Material

5.1 The property & any copyright or other intellectual property rights in any Output Material shall, unless otherwise agreed in writing between the Arch/Des & the Client, belong to the Architect/Designer.

5.2 Subject to payment of the Architect's/Designer's Fees, the Client shall have a licence to copy & use & allow other consultants & contractors providing services to the Client to use & copy Output Material for purposes related to the implementation of the Project to which the Specified Services relates, provided that: 5.2.1 the Arch/Des shall not be liable if the Output Material is used for any purpose other than that for which it was prepared;

5.2.2 in the event of the Client being in default of payment of any fees or other amounts due, the Arch/Des may suspend use of the licence on giving seven days notice of its intention to do so. Use of the licence may be resumed on receipt of outstanding amounts.

5.3 The Client warrants that any Input Material & its use by the Arch/Des for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, & the Client shall indemnify the Arch/Des & keep them fully & effectually indemnified against any loss, damages, costs, expenses or other claims arising from any such infringement.

5.4 Subject to paragraph 5.3, the Arch/Des warrants that any Output Material & its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party, & the Arch/Des shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

6. Company's promotional rights

6.1 The Client agrees to permit the Arch/Des: (i) for the duration of the Client's Project to erect a sign outside the Project Location to advertise the Company's services; (ii) to take photographs & shoot videos of the Client's Project Location (both internal & external) & publish & otherwise disseminate such resulting images & videos (including still images derived therefrom) in any medium or in any format for the purposes of promoting the business of the Company; (iii) to use Client testimonials given or made in relation to a Project in any Arch/Des

promotional material (offline & digital); & (iv) to publish & disseminate for promotional purposes any images of designs, drawings, models & visualisations of work in progress at any stage during, on or after completion of a Project. All intellectual property rights in photographs, videos, images of designs, drawings, models, visualisations, or the like, shall vest in & belong absolutely to the Arch/Des.

7. Rights of Third Parties

For the avoidance of doubt, save as expressly provided for in this agreement nothing in the Contract shall confer or purport to confer on any third party, any benefit or right to enforce any term of the Contract.

8. Suspension & Termination

8.1 Either the Client or the Arch/Des may, following the expiry of the statutory 'cooling off' period in clause 4.1, suspend or terminate performance of the whole or part of the Specified Services by giving 7 days written notice to the other. If the performance of the Specified Service is suspended & not resumed within three months, either the Client or the Arch/Des may by notice in writing to the Client terminate the Contract.

8.2 The Arch/Des may suspend performance of the Specified Service & its obligations under the Contract on giving at least seven days' notice to the Client of its intention & the grounds for doing so in the event that the Client: 8.2.1 is in default of payment of any fees or other amounts due; or 8.2.2 fails to comply with the requirements of the CDM.

8.3 The Arch/Des shall resume performance of its obligations to complete any unfinished part of the Project on receipt of any outstanding amounts.

9. Statutory Requirements

9.1 Unless otherwise agreed in the Specified Services, the Client shall be responsible for making necessary applications for planning permission & approval under building acts, regulations & other applicable statutory requirements, & applications for consent by freeholders & all others having an interest in the Project. The Client shall pay any statutory charges & fees & any expenses & disbursements made in respect of such applications.

9.2 The Client acknowledges that, unless expressly agreed in the Specified Services, for the purposes of the CDM the Arch/Des is not: (i) in control of or responsible for the preconstruction phase of the Project; or (ii) principal designer or principal contractor of the Project. The Client warrants that it shall comply with its obligations under the CDM, including the appointment of a third party as principal contractor &/or principal designer under CDM Regulation 5(1).

10. Other Appointments

10.1 Unless otherwise expressly agreed in writing by the Client & the Arch/Des the Client shall appoint & pay any consultants & other persons in accordance with the Client's contract with such consultants &/or persons. The appointment of the Architects/Designers shall be limited to the Specified Service as detailed in the Order Form.

10.2 The Client shall, in respect of any work or services in connection with the Project performed or to be performed by any person other than the Arch/Des: 10.2.1 hold such person responsible for the competence & performance of his services & for visits to the site in connection with work undertaken by him; 10.2.2 hold any principal contractor &/or other contractors responsible for his management & operational methods, for the proper carrying out & completion of their works & for health & safety provision.

10.3 If at sometime the Company's website contains details of consultants & other persons including surveyors, engineers & builders, such details are provided for information purposes only & the Arch/Des makes no warranty or representation as to the competency or otherwise of, & in no way endorses, such persons. In engaging such persons the Client shall rely on his own assessment & judgment.

10.4 In the event of the Arch/Des being specifically instructed in writing to arrange a land survey, such survey shall be limited to the provision of measured drawings. The survey will not address (i) the condition of any property; (ii) its suitability for the Project; or (iii) any structural issues.

11. Warranties & Liability

11.1 The Arch/Des warrants to the Client that the Specified Service will be provided using reasonable care & skill in conformity with the professional standards usually expected of the Arch/Des. Where the Arch/Des supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, the Arch/Des is acting as agent of that third party & the Arch/Des does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client or procure the assignment of the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Arch/Des.

11.2 The Arch/Des shall not have any liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or from any other fault of the Client.

11.3 The purpose of **Thor Architects** is to enable every Client access to a tailor-made service, which suits their project & budget. The degree of involvement & control of each Project will vary according to each Client's requirements & resources. In recognition of the uncertainty of the degree of involvement of the Arch/Des in any Project & to enable the Specified Service to be provided at the most competitive price possible, the parties agree that the liability of both the Arch/Des under & in connection with this Contract shall be limited & the client's attention is drawn in particular to the limitation of liability provisions in clauses 11.4 to 11.9 (inclusive) below.

11.4 The Client acknowledges that the Company is acting as agent for & on behalf of the Arch/Des in performing its obligations under these Conditions & shall not be liable to the Client by reason of any act, omission, default of the Arch/Des, its servants or agents or otherwise arising out of or in connection with the provision of the Specified Service or their use by the Client under the Contract. 11.5 All warranties, conditions & other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law excluded from the Contract.

11.6 Except in respect of death or personal injury caused by the Arch/Des or any of their employees', agents' & sub-contractors' negligence or fraudulent misrepresentation or as expressly provided for in these Conditions the Arch/Des shall not be liable to the Customer for any: 11.6.1 indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise); 11.6.2 costs; 11.6.3 expenses or 11.6.4 other claims for consequential compensation whatsoever & howsoever caused which arise out of or in connection with the Contract. In no event shall the Arch/Des be liable for any amount in excess of the aggregate charges paid by the Client for the Specified Services.

11.7 The Arch/Des shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of their respective obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond their reasonable control.

11.8 Subject to clause 11.1 & without prejudice to the generality of clause 11.5, the Arch/Des specifically makes no warranty: 11.8.1 that the Specified Service will be completed in accordance with any programme or timetable for the Project; 11.8.2 that planning permission or any other statutory consent required for successful completion of the Project will be granted; 11.8.3 as to the performance, work or products of others; 11.8.4 the solvency of any other body appointed by the Client whether or not such appointment was made on the advice of or procured by the Arch/Des

11.9 The Arch/Des gives no warranty & excludes all liability for any service or advice provided to any Client in respect of any Project taking place outside the UK, to the extent that this is permitted by the laws of the jurisdiction in which the Project is carried out or the Specified Service performed.

12. Termination

Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions & (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors (other than for the purposes of a solvent reconstruction) or has a receiver or administrator appointed. This is subject to clause 4.1 (the cooling off period) of these Conditions.

13. General

13.1 These Conditions (together with the terms, if any, set out in the Order Form) constitute the entire agreement between the parties, supersede any previous agreement or understanding & may not be varied except in writing between the parties.

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its principal place of business or by email with electronic confirmation of transmission.

13.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, & no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions & the remainder of the provision in question shall not be affected.

13.5 In the event of any dispute or difference arising out of the Contract, which cannot be resolved through good faith negotiations the Client & the Arch/Des shall attempt to settle such difference or dispute in accordance with the Royal Institute of British Architects Conciliation Procedure.

13.6 Any dispute or difference arising out of the Contract must be notified by the Client to the Arch/Des in writing within 14 days of the Client becoming aware of the dispute or difference.

13.7 This Contract & any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by & construed in accordance with the law of England & Wales, & the parties agree to submit to the exclusive jurisdiction of the English Courts in relation to any such disputes or claims.