

IMPORTANT NOTICE

YOU SHOULD ENSURE THAT YOU HAVE READ THESE TERMS AND CONDITIONS OF BUSINESS CAREFULLY BEFORE SIGNING THE LETTER AGREEMENT.

YOUR PARTICULAR ATTENTION IS DRAWN TO CLAUSE 7 (SUSPENSION & TERMINATION) AND CLAUSE 10 (WARRANTIES & LIABILITIES).

G.A.ARCHITECTS LIMITED ARCHITECTURAL SERVICES TERMS AND CONDITIONS OF BUSINESS

1. Definitions

- (1) "ARCHITECT" – G. A. Architects Limited whose registered office is situated at Four Oaks, St. Johns Road, Sandhurst, Berkshire GU47 9AD.
- (2) "ARCHITECTURAL FEES" - the fees quoted by the Architect from time to time, for the provision of the Specified Service
- (3) "CLIENT" - the person requesting the Specified Service
- (4) "LETTER AGREEMENT" - the letter agreement attached to these terms and conditions for the provision of the Specified Service
- (5) "DOCUMENT" includes, in addition to any written document, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data, whether in electronic form or otherwise
- (6) "INPUT MATERIAL" - any Document or other materials, and any data or other information, provided by the Client relating to the Specified Service whether in electronic form or otherwise
- (7) "OUTPUT MATERIAL" - any Documents or other materials, and any data or other information provided by the Architect relating to the Specified Service whether in electronic form or otherwise
- (8) "PROJECT" - the project to which the Specified Service relates as detailed in the Letter Agreement
- (9) "SPECIFIED SERVICE" - the service to be provided by the Architect for the Client as detailed in the Letter Agreement

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

2. Whole Agreement & Severance

The Client and Architect acknowledge that this agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representatives made to it by the other or its employees or agents.

3. Supply of the Specified Service

- (1) The Architect 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 Architect and the Client.
- (2) The Client shall at his own expense supply the Architect with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Architect to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material. The Architect will rely upon the accuracy of the Input Material
- (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
- (4) The Specified Service shall be provided in accordance with the Letter Agreement subject to these terms and conditions
- (5) The Architect may correct any typographical or other errors or omissions in any document relating to the provision of the Specified Service without any liability to the Client unless such errors or omissions amount to fraudulent misrepresentation
- (6) The Client must respond and deal with the Project expeditiously and the drawings must be ready for the Planning Application submission within 3 weeks of the date when the preliminary set of drawings are issued to the Client, unless an Extension of Time is Agreed with the Architect. An Extension of Time is subject to the Agreed Fee being paid and any additional Fee as per Clause 4, paragraph 8.
- (7) The Architect shall provide 3rd Parties, such as Planning Authorities, Building Control Bodies and Thames Water, with the Clients (Applicants) personal contact details specifically for the purposes of carrying out the Specified service. The Clients contact details will not be used for any other purposes without the express consent of the Client.

4. Charges

- (1) The Client may cancel the Contract at any time during the first seven (7) days after the Letter Agreement is signed by the Client in which case the Client will then be refunded the total price of the Contract. Where the Client agrees in writing or by e-mail to the Architect that the Contract may be performed before the end of the seven days then the Client shall no longer have the right to cancel
- (2) Subject to any special terms agreed, the Client shall pay the Architectural Fees as detailed in the Letter Agreement and any additional sums, which are agreed between the Architect and the Client for the provision of the Specified Service. Payment shall be made by cheque or electronic bank transfer to the Architect within ten (10) days from the date of invoice.
- (3) Additional Fees shall be payable if the Architect, for reasons beyond their control, is involved in extra work or incurs extra expense, such as where:
 - (i) The scope of the Specified Service is varied by the Client
 - (ii) It is necessary to vary any item of work commenced or completed due to the nature of the Project
 - (iii) Services by others are not provided or are delayed
 - (iv) The Client requests amendments to any sketch designs, scheme level drawings or detail level drawings submitted by the Architect. The Specified Service allows for up to 4 amendments/ revisions of the sketch designs, scheme level drawings or detail level drawings.
 - (v) Provided always that no additional fees shall be incurred without the prior written authority of the Client.
- (4) The Architectural Fees and any additional sums payable shall be paid by the Client to the Architect without any set-off or other deductions in two payments. The first payment representing 50% of the Architectural Fees shall be made immediately upon signature of the Letter Agreement. The remaining 50% of the Architectural Fees shall be paid upon practical completion of the Specified Service but in all cases prior to any submission to any statutory consent application being submitted. The Architect shall have the right, from time-to-time as it deems appropriate, to send an interim invoice to the Client for work undertaken to date but prior to completion of the Specified Services.
- (5) If payment is not made when due, the Architect shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 8% above the base rate from time to time of Barclays Bank PLC from the due date until the outstanding amount is paid in full

(6) Where the performance of the Specified Service is suspended or terminated by the Client or suspended or terminated by the Architect because of a breach of contract by the Client, the Architect shall be entitled to payment of all fees and expenses incurred to the date of suspension or termination such fees to be calculated on a time basis by reference to the Architects hourly architectural services rate of £100.00 per hour, together with any expenses incurred to the date of suspension or termination

(7) Where the Architect has provided a fixed-fee for the Specified Services, the Architect shall make its best efforts to provide the Specified Services without any additional charge. The Architect shall have the right to levy additional charges, at the rate specified in clause 4 paragraph 6, should the client specifically require the Architect to undertake additional work, or if the client acts unreasonably in requiring the Architect to undertake significant additional work within the Specified Services, which shall include (but not be limited to) extensive design alterations, site meetings (see clause 9), meetings with local authority officers, and the production of any drawings more detailed than necessary for a planning application. The Architect will give the Client at least seven (7) days written notice before incurring any additional cost not previously agreed by the client.

(8) Extension of Time Fee is £100.00 per week.

(9) Site Meetings are any meetings required to discuss the design and/ or any amendments whether the meeting is held at the Clients address, the Project address of any other location. The Meeting Fee is £100.00 per hour + travel expenses.

5. Rights in Input Material and Output Material

(1) The property and any copyright or other intellectual property rights in any Output Material shall, unless otherwise agreed in writing between the Architect and the Client, belong to the Architect

(2) Subject to payment of the Architectural Fees, the Client shall have a licence to copy and use and allow other consultants and contractors providing services to the Client to use and copy Output Material for purposes related to the Project to which the Specified Services relates, provided that:

(i) The Architect shall not be liable if the Output Material is used for any purpose other than that for which it was prepared;

(ii) In the event of the Client being in default of payment of any fees or other amounts due, the Architect may suspend use of the licence on giving seven (7) days notice of intention to do so. Use of the licence may be resumed on receipt of outstanding amounts

(3) The Client warrants that any Input Material and its use by the Architect for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Architect against any loss, damages, costs, expenses or other claims arising from any such infringement

(4) Subject to clause 5 paragraph 3, the Architect warrants that any Output Material and 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, and the Architect shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement

(5) Subject to clause 2 and payment of an Agreed additional Fee, the Client shall have a licence to use and allow other consultants and contractors providing services to the Client to use and copy the Computer Aided Design (CAD) File.

6. Rights of Third Parties

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

7. Suspension and Termination

(1) Save for the right to cancel as detailed within clause 4 paragraph 1, the Client shall have no right to cancel the contract once the Architect has commenced work on the Specified Services.

(2) The Architect may suspend performance of the Specified Services and its obligations under the Contract on giving at least seven (7) days notice to the Client of its intention and the grounds for doing so in the event that the Client:

(i) is in default of payment of any fees or other amounts due; or

(ii) fails to comply with the requirements of the Construction (Design & Management) Regulations 1996 (CDM) and any subsequent applicable amendments (the majority of these Regulations do not apply to private domestic projects)

(3) The Architect shall resume performance of its obligations on receipt of any outstanding amounts

8. Statutory Requirements

(1) Unless otherwise agreed in writing, the Architect shall make applications for planning permission or certificate of lawfulness. The Client shall pay any statutory charges and fees and any expenses and disbursements made in respect of such applications The Client shall be responsible for making applications under building acts, regulations and other statutory requirements, and applications for consent by freeholders and all others having an interest in the Project.

(2) Where applicable, the Client shall comply with any obligations under the CDM Regulations, including the appointment of a competent Planning Supervisor as soon as practicable

9. Other Appointments

(1) Unless otherwise expressly agreed with the Client in writing with the Architect, the Client shall appoint and pay any consultants and other persons as may be required under separate contracts. The Architect's appointment shall be limited to the Specified Service as detailed in the Letter Agreement

(2) The Client, in respect of any work or services in connection with the Project performed or to be performed by any person other than the Architect shall:

(i) hold such person responsible for the competence and performance of his services and for visits to the site in connection with work undertaken by him;

(ii) hold any principal Contractor and/or other Contractors responsible for his management and operational methods, for the

proper carrying out and completion of their works and for health and safety provision

(3) The Architect may, from time-to-time, provide the client with details of consultants and other persons including surveyors, engineers and builders. Such details are provided for information purposes only and the Architect makes no warranty or representation as to the competency or otherwise of such persons. In engaging such persons the Client shall rely on his own assessment and judgment

(4) In the event of the Specified Services including a 'survey' of the existing property, such survey shall be limited to the provision of measured drawings. The survey will not address the condition of the property nor any structural issues

10. Warranties and Liability

(1) The Architect warrants to the Client that the Specified Service will be provided using reasonable care and skill in conformity with the normal professional standards. Where the Architect supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, the Architect 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 the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Architect. Notwithstanding anything to the contrary in these Conditions, the Architect shall not be construed as owing any greater duty or obligation than to perform the Specified Service according to the standard of skill and care under this clause.

(2) The Architect shall have no 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 any other fault of the Client

(3) The purpose of the Architect's architectural services is to enable Clients access to a tailor made service, which suits their project and budget. The degree of involvement and control of each Project will vary according to each Client's requirements and resources. In recognition of the uncertainty of the degree of involvement of the Architect in any Project and to enable the Specified Service to be provided at the most competitive price possible, the Client and the Architect agree that the Architect's liability under and in connection with this agreement shall be limited AND THE CLIENT'S ATTENTION IS DRAWN IN PARTICULAR TO THE LIMITATION OF LIABILITY PROVISIONS BELOW:

(4) All warranties, conditions and 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.

(i) Except in respect of death or personal injury caused by the Architect, negligence or fraudulent misrepresentation, or as expressly provided for in these Conditions, the Architect's liability for any damages or losses arising out of any single matter, as a result of any proven negligence or breach of contract or otherwise in respect of the Specified Services, will be limited to cover under the Architect's Professional Indemnity Policy which is £250,000.

The above limitations will take effect to the maximum extent permitted by law. The Architect will not be liable for indirect or consequential damages or losses, or for any loss of profits.

(5) The Architect 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 the Architect's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Architect's reasonable control

(6) Subject to clause 9.1 and without prejudice to the generality of clause 9.4, the Architect specifically does not warrant:

(i) That the Specified Service will be completed in accordance with any program or timetable for the Project;

(ii) That planning permission or any other statutory consent will be granted;

(iii) The performance, work or products of others;

(iv) The solvency of any other body appointed by the Client whether or not such appointment was made on the advice of the Architect

(7) The Architect's liability shall be limited to that proportion of loss which it would be just and equitable to require the Architect to pay having regard to the extent of the Architect's responsibility for the same and on the basis that those other contractors, consultants and suppliers who were engaged in connection with the Project shall be deemed to have provided contractual undertakings on terms no less onerous than in these Conditions to the Client in respect of the performance of their services and shall be deemed to have paid to the Client such proportion as it would be just and equitable for them to pay having regard to the extent of their responsibility.

11. Severability

If any provision of this agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this agreement will remain in full force and effect and will not in any way be impaired or prejudiced.

12. Law and Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this agreement.