

Terms and Conditions Of Appointment

1.0 DUTY OF CARE

1.1 The Consultant shall exercise reasonable skill and care in conformity with the normal standards of the Architect's profession in performing the Services defined in the Client Agreement and discharging all our obligations.

2.0 FEES

2.1 The Client will pay the Consultant the fee and expenses set out in the Client Agreement.

2.2 Unless otherwise agreed, invoices will be submitted monthly in arrears at the beginning of the month or, if appropriate, a programme of instalments shall be drawn up. Instalments may not necessarily reflect the progress of our works and, in such cases, payment shall be made in accordance with Clause 9.0 thereunder if suspension or termination occurs.

2.3 Payments are due within 28 days of the date of the invoice and the Consultant reserves the right to cease work on the project if fees are not paid by the due date.

2.4 Interest is payable on all outstanding amounts at the rate of statutory interest applicable on the payment due date,

8% above the Bank of England base rate. Interest is chargeable from the due date for payment accruing on a daily basis up to the date of receipt of cleared funds.

2.5 The Consultant reserves the right to cease work in the case of breach of contract or the non-payment of fees.

3.0 EXPENSES

3.1 Out of pocket expenses include the cost of hotel charges and travelling expenses within the United Kingdom, but exclude postage, telephone, internet and fax charges and various minor items, which are included in our fee. Mileage will be charged at .45p/mile

3.2 Disbursements to be charged additionally include such items as:

3.2.1 Drawings and documents required by agents, funds or third parties with an interest in the development.

3.2.2 Colour prints and drawings. (A3 B&W prints at 5p and colour at 50p. A1 Prints at £4 each).

3.2.3 Physical and computer models.

3.2.4 Site surveys, structural investigations and load tests (unless otherwise agreed).

3.2.5 Fees for specialist professional advice not covered by the Client Agreement.

3.2.6 All costs relating to the engagement and payment of resident site staff.

3.2.7 Special reports and photographs for publicity or progress records.

3.2.8 Letting specification, drawings, brochures, lease plans.

3.2.9 Planning and Building Control Submission fees.

3.2.10 Courier charges.

4.0 CHANGE CONTROL

4.1 Should there be a variation in the agreed scope of works the Consultant will identify and issue this in a Change Notification Form or by way of an email which will identify any fee or programme implications. All Change Notification Forms or emails issued will need to be agreed by the Client before the Consultant progresses with any variations.

4.2 Time Charges - Hourly rates include direct staff costs as well as indirect overhead costs apportioned across all technical staff.

Architectural Assistant - £50/hr

Architect - £65/hr

Director - £90/hr

5.0 CLIENT'S INSTRUCTIONS

5.1 Although the Consultant is responsible for guiding the Client, the success of the project will depend to a large extent upon the Client's instructions and approvals being given when required to suit the project timetable. The Client therefore will provide the Consultant with such information and make such decisions as are necessary for the proper performance of the agreed service.

5.2 Additional charges may be made for extra work arising from changes or delays in Client instructions in accordance with clause 5.1.

6.0 COPYRIGHT

6.1 Intellectual property rights including copyright in the original work produced in the performance of the Service shall remain the property of the Consultant and the Consultant generally asserts the moral right to be identified as the author of such work. However, the Client shall be entitled to use such documents and drawings under a non-exclusive license and subject to payment having been received by the Consultant of a license fee.

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6.2 The Consultant shall not be liable for the consequences of any use of information or designs prepared by them except for the purposes for which they were provided.

7.0 CLIENT FEEDBACK/POST OCCUPANCY EVALUATION

7.1 As a practice, we continuously strive to improve upon our service and approach and as such may request Client feedback at key project stages including post occupancy evaluations on completion with the Client's consent.

8.0 ASSIGNMENT

8.1 Neither the Client or the Consultant shall at any time assign the benefit of this agreement or any rights arising under it without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

9.0 SUSPENSION AND TERMINATION

9.1 In the event of our appointment being suspended the Consultant shall be entitled to fees for all work executed at that time.

9.2 During such a period of suspension the Consultant shall be reimbursed for all expenses, and disbursements necessarily incurred under this appointment.

9.3 On the resumption of a suspended service within six months previous payments will be regarded solely as payments on account towards the total fee. The Consultant shall be entitled to treat as terminated any Appointment under which the service remains suspended for six months or more, and the provisions of 9.4 below shall then apply.

9.4 Should the Consultant's appointment with you be terminated at any stage of the project because you decide to

9.4.1 Relinquish your interest in the site or project to others

9.4.2 Proceed with the development without ourselves acting as your consultant Architects

9.4.3 Abandon the development for any reason

9.4.4 Terminate the appointment for any reason

Then the fee due to the Consultant at the time of termination shall be calculated on a time charge basis at the agreed hourly rates or, in the event of no rates having been agreed, at the Consultant's hourly rates current at that time such sum shall be recoverable as a debt. Use of the Consultants documents and drawings in the event of termination shall be subject to Clause 6.0 above.

10.0 LIABILITIES AND INSURANCE

10.1 Limit of liability – in any such action or proceedings:

10.1.1 The Consultants liability for loss or damage shall not exceed £1m or the amount of the professional indemnity insurance specified in the Project, providing the Consultant has notified the insurers of the relevant claim or claims as required by the terms of such insurance.

10.1.2 No employee of the Consultant, including any officer or director of a company or a member of a limited liability partnership or any agent of the Consultant, shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

10.2 Net contribution – Without prejudice to the provisions of clause 10.1, the liability of the Consultant shall not exceed such sum as it is just and equitable for the Consultant to pay having regard to the extent of the Consultants responsibility for the loss and/or damage in question and on the assumptions, that:

10.2.1 All other consultants, contractors and other persons involved in the project have provided to the Client contractual undertakings on terms no less onerous than those of the Consultant under this Agreement;

10.2.2 All the persons referred to in this clause have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and /or damage.

11.0 RIGHTS OF THIRD PARTIES

11.1 Nothing in this appointment shall confer or is intended to confer any right to enforce any of its terms on any person who is not a party to it other than lawful assignees.

12.0 DISPUTES

The Architect aims to provide a professional standard of service, but if at any time you are not satisfied, please bring the issue to our attention as soon as possible and we can discuss how to resolve the issue. However, either of us can refer the matter to adjudication or the courts in accordance with the following:

In the event of any dispute or difference arising under the agreement, the parties may:

1. Attempt to settle the matter by negotiation or mediation; or,
2. Start court proceedings to settle the dispute at any time; or,
3. Have disputes decided within 21 days by an adjudicator appointed under the RIBA Adjudication Scheme for Consumer Contracts.

If appointed, the adjudicator may allocate between the parties the costs relating to the adjudication, including the fees and expenses of the adjudicator.

The Client can refer any complaints to the ARB if the conduct or competence of the Architect falls short of the standards in the code.

13.0 PRIVACY POLICY

13.1 SEAM Architects are committed to maintaining the trust and confidence of our visitors to our web site. We are not in the business of selling, renting or trading contact details with other companies and businesses for marketing purposes.

13.2 We retain contact data (names, email addresses, telephone numbers, home and business addresses) for clients, suppliers and organisations that we work with or have an intention to work with or for. The information is retained only where there is a legitimate interest to do so.

13.3 We collect geographic data for visitors to our website in the interest of marketing purposes. This information is not linked to any information that would enable us to identify an individual.

13.4 We retain information relating to projects for 6 years (or 12 years where we are required to do so) as required by our professional governing body, client agreement and/or the Limitations Act. The information we hold is necessary for the carrying out of our obligations to customers and clients and is retained only where it is in their interest for us to do so.

13.5 Information is stored securely with an external organisation conforming to ISO 27001/2, ISO27018/17 and SOC 2 privacy standards.

13.6 Information is shared with external organisations where it is in the legitimate interest to do so. In accepting this agreement the Client accepts that data relating to the project will be shared where necessary and in the interest of the Client, with other organisations.

13.7 Persons are entitled to request that their information be accessed, rectified, erased, restricted and informed of how their data is used as required by the GDPR. SEAM Architects are committed to complying with their responsibilities where Data Subjects make requests.

14.0 CLIENT ACCEPTANCE

14.1 Client confirmation of acceptance of this fee agreement is necessary for the Consultant to commence work.

Confirmation may be by way of an email.