



Terms & Conditions

Conditions of Engagement for Residential Projects England and Wales

1. General

1.1 The “Architectural Designer” is a person that provides Architectural Design Services to the Client from Alresford Design & build Ltd.

1.2 “the Client” is a home owner/occupier who commissions services from the Architectural Designer.

1.3 “the agreement” means the written agreement between the Architectural Designer and the Client including these Conditions of Engagement.

2. Alresford Design & Build Services

2.1 Alresford Design & Build will provide the Client with a list of services to be provided by Alresford Design & Build Ltd where Alresford Design & Build Ltd and the Client will agree the services and any specific design details to be provided by Alresford Design & Build Ltd.

3. Client’s responsibilities

3.1 The Client will provide a clear explanation of the project and any relevant information to the Architectural Designer’s needs to carry out their services.

3.2 The Client will provide The Architectural Designer with clear information about the Client’s budget and required timescales for completion of the Architectural Designer’s services and the project.

3.3 The Client shall appoint any other professional specialist services whose fees shall be separate from, and additional to, those charged by the Architectural Designer. The Architectural Designer shall not be responsible or liable for the work of those other professional specialist services.

3.4 The Client will be available at all reasonable times throughout the project in order to give prompt consideration to the Architectural Designer's advice and the Architectural Designer's queries and to provide prompt responses.

3.5 Where the Architectural Designer is acting as contract administrator under the building contract, the Client will not impede or interfere in the Architectural Designers communication with the building contractor nor in the giving of instructions to the building contractor nor in the provision of certificates issued by the Architectural Designer.

4. Architectural Designer's responsibilities

4.1 The Architectural Designers will advise the Client regarding a realistic timetable for the implementation of the project and shall inform the Client of methods to ascertain the estimated costs of the building work.

4.2 Where the Architectural Designer considers other consultants, specialist contractors or sub-contractors are required to undertake part of the design work, the Architectural Designer shall advise the Client of this requirement.

4.3 The Architectural Designer shall integrate into the design for which he is responsible the designs of the other consultants, specialist contractors or sub-contractors.

4.4 The Architectural Designer, if specifically instructed to do so by the Client, shall make such periodic inspections of the building works as he considers reasonably necessary to check the progress of the works and to see that the building contractor is generally complying with the requirements of the building contract documents.

4.5 The Architectural Designer shall not be responsible for the work of the building contractor nor for any failure of the building contractor to complete the building work in accordance with the terms of the building contract.

4.6 The Architectural Designer shall act in a fair and impartial manner as between the Client and the building contractor, if administering the building contract.

4.7 The Architectural Designer will act as the Client's agent to apply for any necessary statutory approvals (such as planning permission and building regulations approval) but does not guarantee that such approvals will be obtained.

4.8 The Architectural Designer shall carry out his duties and obligations and provide the services with reasonable skill and care.

5. Fees

5.1 The amount of the Architectural Designer fee and the dates relative to invoicing, the Architectural

Designer's fee shall be agreed between the Architectural Designer and the Client.

5.2 The Client shall pay the invoiced fees within 14 days of the date of the Architectural Designer invoice, unless otherwise agreed.

5.3 The Architectural Designer fee shall not include VAT which shall not chargeable to the Client unless the Architectural Designer registers for VAT, the Architectural Designer shall inform the Client if the Architectural Designer becomes VAT registered.

5.4 The Architectural Designer's fees shall not include local authority fees or charges associated with statutory approvals and other professional or specialist services.

5.5 The amount of any expenses (including but not limited to printing, photography, hotels, travel and subsistence) to be charged to the Client in addition to the Architectural Designer fee but shall be agreed between the Architectural Designer and the Client.

5.6 The Architectural Designer shall be entitled to charge interest on any fees that are unpaid after the agreed date for payment. Interest shall be charged at 5% above the Bank of England base rate over the period of time.

5.7 If the Client changes the services to be provided by the Architectural Designer:

5.7.1 Any increase to the services will entitle the Architectural Designer to charge the Client an additional fee. Such additional fee shall be provided in writing by the Architectural Designer and agreed between the Architectural Designer and the Client as soon as possible.

5.7.2 Any reduction to the services will entitle the Client to a reduction in the Architectural Designer's fee. Such reduction shall be provided in writing by the Architectural Designer and agreed between the Architectural Designer and the Client as soon as possible.

6. Copyright

6.1 The copyright in all designs, drawings, reports, models, specifications, bills of quantities, calculations and any other documents prepared by the Architectural Designer ("the Documents") shall remain vested in the Architectural Designer. As long as the Architectural Designer has received the payment of any fees properly due and owing, the Architectural Designer grants a licence to the Client to copy and use the Documents for the purposes of the project only (excluding any extension of the project). The Architectural Designer shall not be liable for any use of the Documents for any purpose other than that for which they were prepared and provided by the Architectural Designer.

7. Duration of Architectural Designer liability

7.1 The Architectural Designer shall have no liability unto the Client under the agreement after the expiry of six years from the completion of the services.

8. Termination

8.1 Either the Client or the Architectural Designer may terminate the agreement by giving the other

fourteen days written notice of termination of the agreement. No reason needs to be given for terminating the agreement.

8.2 The agreement shall terminate immediately if:

8.2.1 the Client (or any one of them if there is more than one) is adjudged to bankrupt or enters into a voluntary arrangement with creditors;

8.2.2 the Architectural Designer dies.

8.3 Upon termination of the agreement, the Client will pay the Architectural Designer's fee for those services provided up to the date of termination of the agreement.

9. Disputes

9.1 If the Client and the Architectural Designer are themselves unable to resolve any disputes between them arising out of the agreement:

9.1.1 the Client or the Architectural Designer can start Court proceedings;

9.1.2 the Client or the Architectural Designer can refer the dispute to another third party suitably qualified in company law and disputes, Arbitration or Mediation, which is run independently from the law courts, save as to costs.

10. Law

10.1 The laws of England and Wales apply to the agreement. I understand and accept these Conditions of Engagement.

Signed: _____

Date: _____

Name: _____

Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008

In accordance with the above Regulations, if the Conditions of Engagement agreement has been signed in the client's home or place of work, the client has 7 days cooling off period from the date of signing in which the agreement can be cancelled.

Cancellation Notice

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to, but you do not have to. (Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

To _____ (Name of Architectural Designer and Company)

Address: _____

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract _____ (Architectural Designer to insert reference number, code and other details to enable the contract or offer to be identified. He may also insert the name and address of the client.)