

# TERMS AND CONDITIONS AND ACCEPTANCE OF APPOINTMENT

## TERMS AND CONDITIONS OF APPOINTMENT

applicable from 27<sup>th</sup> November 2013

### THANKS

We are delighted that you have chosen to appoint Raynes Architecture Ltd, here are our terms and conditions.

### PAYMENT

- We reserve the right to reconsider our fee proposal should client led changes be required following completion of design work, and we would agree this with you in advance.
- Once we have a contract in place, then we will start work on your project. You can ask us to stop work at any point without incurring the full fees, as we would seek to agree a reasonable fee with you for work undertaken. The stage payments are designed to aid cash flow and do not mean fees are not payable for work carried out before reaching that marker. For instance if the first agreed payment states 50% the client does not have the right to terminate work at 49% without fees being due.
- Significant delays to the project that are not caused by Raynes Architecture Ltd may result in additional stage payments being due.
- We will raise an invoice for our fees due plus any disbursements incurred at regular stages, and upon planning permission submission, planning permission determination, building regulations submission and building regulations determination and completion of our services.
- Our terms for payment are 7 days from the date of the Notice of Fees. Please note that if payment of any sums properly due is not made within 7 days we reserve the right to charge interest under the Late Payment of Commercial Debts (interest) Act 1988 (simple interest at 8% over the Bank of England base rate, together with reasonable debt recovery costs would be payable. We would give at least seven days written notice on our intention to suspend further work on your project, use of the copyright license and apply the interest.
- In the event the client is unable to pay fees on the date due then they must agree to an alternative payment schedule in writing with Raynes Architecture Ltd
- Failure to agree such alternative terms will result in works being suspended
- Failure to agree alternative contractual arrangements within 1 month of the breach may result in termination of the contract
- Raynes Architecture Ltd is not registered for VAT charges are exclusive of VAT and we will charge VAT should we require to be registered.
- Disbursements will be added to our fees as listed in the schedule below

### SERVICES

- Where option appraisals are required, these are generally limited to three schemes.
- Where planning permission is sought, our fees are provided on the basis of a single application unless stated otherwise. Amendments to the scheme once submitted may be charged extra in agreement with the client
- Please note that we cannot guarantee your success in any planning application
- Where a conditional Planning Permission is given, further information provided by Raynes Architecture to satisfy outstanding conditions may be subject to additional fees.
- Where Building Regulation approval is sought, Raynes Architecture Ltd can only be responsible for the architectural information to be submitted. Any failure by other consultants to provide necessary information to Building Control that result in a delay in the approval will not affect any fee due to Raynes Architecture Ltd
- Where a conditional Building Regulation approval is given, further information provided by Raynes Architecture to satisfy outstanding conditions may be subject to additional fees.
- Unless RIBA Stage K is indicated as being included in the fee Raynes Architecture Ltd will not provide any site inspections or further drawings required as a result of unforeseen occurrences on site or variations made by the contractor or client whilst on site
- Where RIBA Stage K is indicated as included please note that this does not include site supervision. We are able to carry our periodic inspections only
- The basis of our appointment is the RIBA Standard Agreement 2010, a copy of which is available upon request, and the schedule of services as stated in the fee proposal
- We own the copyright in the drawings and documents that we produce for your project, and we generally assert our moral rights to be identified as the author of the work under the Copyright, Design and Patents Act 1988, but subject to payment of our fees and other amounts properly due you may copy and use those drawings and documents for purposes related to your project only.
- Please note drawings issued at the end of each stage are only suitable for the use at that stage. Any drawings used for subsequent stages are at the clients risk eg do not set out from planning drawings

- Drawings will be provided in pdf or jpeg format only, unless required by consultants in dwg format for use during each design stage.
- Threatening, bullying or intimidating behaviour by the client, consultants or contractor will not be tolerated. And may result Raynes Architecture Ltd terminating our services. If this happens we are not liable for any subsequent losses
- We aim 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 matter.
- We maintain adequate and appropriate professional indemnity insurance as required by the Architects Registration Board.
- Printing is limited to a reasonable quantity. Where extra copies of drawings and other information is required by planners, stakeholders, end users, or clients specialist designers extra cost may be required.
- Our architect (Lisa Raynes) is registered with the Architects Registration Board and her work is subject to the Architect's Code: Standards of Conduct and Practice. Should an architect's conduct or competence appear to fall short of the standards in the Code then you can refer a complaint to the Architects Registration Board.

### COMPLAINTS HANDLING POLICY

We have a complaints handling policy and will provide a copy of it upon request.

### FEES AND EXPENSES SCHEDULE

	Person	Grade	rate
Time charges	Lisa Raynes	Director	£100
	Simon Casey	Project Manager & Lead Architectural Designer	£80
	Jane Leach Magdalena Haener John Flinn	Architect	£80
	Abadhur Choudhury	visualisation	£45

### EXPENSES AND DISBURSEMENTS

- The specified expenses listed below will be charged in addition to the fees at net cost plus a handling charge of 25%
- Other expenses and disbursements made on behalf of the Client Such as payments to the Local Authority for planning submissions or Building Regulations approval will be charged at net cost plus 25%
- Where applicable, travel will be charged at 55p per mile

	A4	A3 Plus £5 disk charge and £10 travel	A2 Plus £5 disk charge and £10 travel	A1 Plus £5 disk charge and £10 travel	A0 Plus £5 disk charge and £10 travel
B+W copying	6p	11p			
B+W printing	15	31p	£1.80	£2.50	£3.00
colour copying	11p	£1.00			
colour printing	56	£1.53	£10.99	£21.98	

### CLIENT'S ACCEPTANCE

Please sign to acknowledge your acceptance of the terms and conditions and the basis of your appointment as per the fee proposal

Name	
Signature	
Date	

Please can you email a scan of the signed form to [lisa@raynesarchitecture.co.uk](mailto:lisa@raynesarchitecture.co.uk) or post to Lisa Raynes, Raynes Architecture Ltd West House 15 Warren Drive Hale Altrincham Cheshire WA15 0RP

Services

RIBA Outline Plan of Work 2007 as amended November 2008

The Outline Plan of Work divides the process of managing and designing building projects and administering building contracts into a number of Work Stages. The sequence or content of Work Stages may vary or they may overlap to suit the procurement method.

PREPARATION	<b>A Appraisal</b>	Identification of client's needs and objectives, business case and possible constraints on development.  Preparation of feasibility studies and assessment of options to enable the client to decide whether to proceed.	<b>OGC Gateways</b>
	<b>B Design Brief</b>	Development of Client's initial statement of requirements into the Design Brief by or on behalf of the client confirming key requirements and constraints. Identification of procurement method, procedures, organisational structure and range of consultants and others to be engaged for the project.	<b>1</b> Business justification  <b>2</b> Procurement strategy
DESIGN	<b>C Concept</b>	Implementation of Design Brief and input to Project Brief.  Preparation of Concept Design including outline proposals for structural and building services systems, outline specifications and preliminary cost plan.  Review of procurement route.	<b>3A</b> Design brief and concept approval
	<b>D Design Development</b>	Preparation of Developed Design to include structural and building services systems, updated outline specifications and cost plan.  Completion of Project Brief.  <i>Application for detailed planning permission.</i>	
	<b>E Technical Design</b>	Preparation of technical design(s) and specifications, sufficient to co-ordinate components and elements of the project and <i>information for statutory standards and construction safety.</i>	<b>3B</b> Detailed design approval
PRE-CONSTRUCTION	<b>F Production Information</b>	<b>F1</b> Preparation of production information in sufficient detail to enable a tender or tenders to be obtained.  <i>Application for statutory approvals.</i>  <b>F2</b> <i>Preparation of further information for construction required under the building contract.</i>	
	<b>G Tender Documentation</b>	<i>Preparation and/or collation of tender documentation in sufficient detail to enable a tender or tenders to be obtained for the project.</i>	
	<b>H Tender Action</b>	<i>Identification and evaluation of potential contractors and/or specialists for the project.</i>  <i>Obtaining and appraising tenders; submission of recommendations to the client.</i>	<b>3C</b> Investment decision
CONSTRUCTION	<b>J Mobilisation</b>	Letting the building contract, appointing the contractor.  Issuing of information to the contractor.  Arranging site hand over to the contractor.	
	<b>K Construction to Practical Completion</b>	Administration of the building contract to Practical Completion.  Provision to the contractor of further Information as and when reasonably required.  Review of information provided by contractors and specialists.	<b>4</b> Readiness for service
USE	<b>L Post Practical Completion</b>	<b>L1</b> Administration of the building contract after Practical Completion and making final inspections.  <b>L2</b> Assisting building user during initial occupation period.  <b>L3</b> Post-occupation evaluation – review of project performance in use.	<b>5</b> Benefits evaluation

The activities in italics may be moved to suit project requirements, ie:  
**D** Application for detailed planning approval;  
**E** Information for statutory standards and construction safety;  
**F1** Application for statutory approvals;  
**F2** Further information for construction;  
**G+H** Invitation and appraisal of tenders.