

Terms and Conditions of Business

This Statement:

- Sets out the basis on which we will provide our professional services.
- Authorises us to do anything which in our opinion is reasonably and lawfully necessary in furtherance of your instructions.
- Will apply in full to any and all future instructions given by you to this practice, whether verbal or in writing. Instructions will be subject to the application of the stated hourly rates or fees as otherwise agreed.
- Unless otherwise agreed, and subject to the application of the appropriate/stated hourly rate charges, will apply to any and all future instructions given by you to this firm, whether verbal or in writing.
- These Terms constitute a legally binding contract, which you should enter into only if you are satisfied as to its meaning and effect. Although your continuing verbal instructions will amount to an acceptance of these terms and conditions, under certain circumstances, it may not be possible for us to start work on your behalf until one copy of our quotation has been signed and returned to us to keep on our file. Where necessary, we will act in good faith upon your verbal instruction in order to achieve a timely execution of those instructions. Where this is the case, your verbal instruction will be taken as binding, and equal in meaning to a written instruction.
- Where relevant to a given commission, and/or where referred-to in a letter of offer of service issued by this practice, it may be appropriate to complete a copy of the RIBA Professional Services Contract. For more straightforward commissions, this document may be considered unnecessary. Where this is the case, the general conditions set-out within that document and/or any other documents referred to within the letter of offer of service shall prevail and shall form the basis of the contract between the parties.

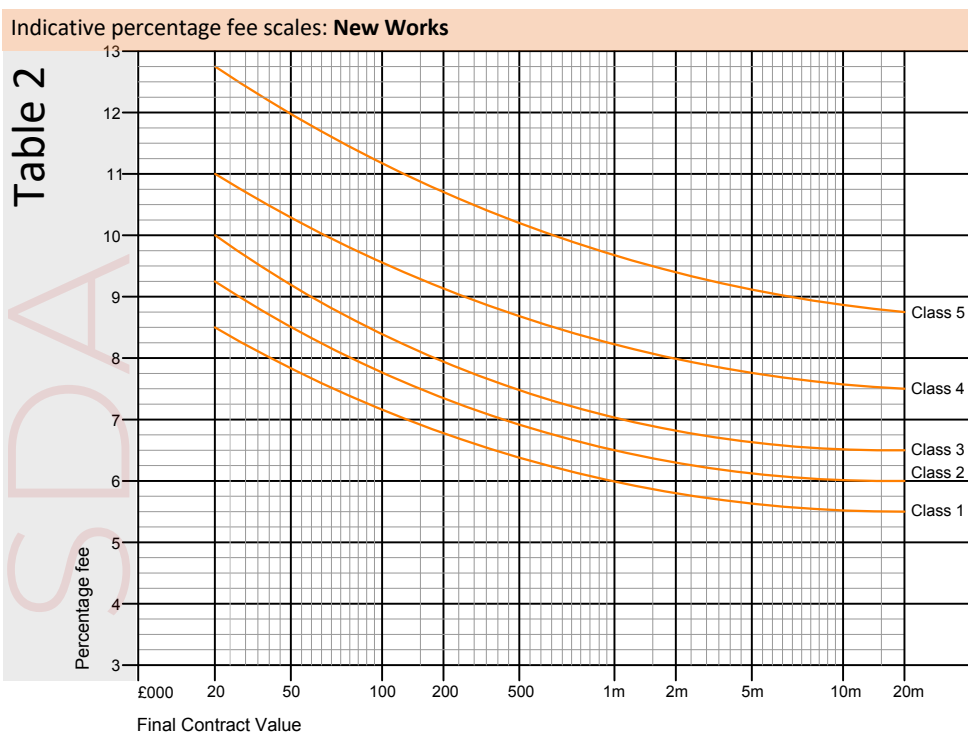
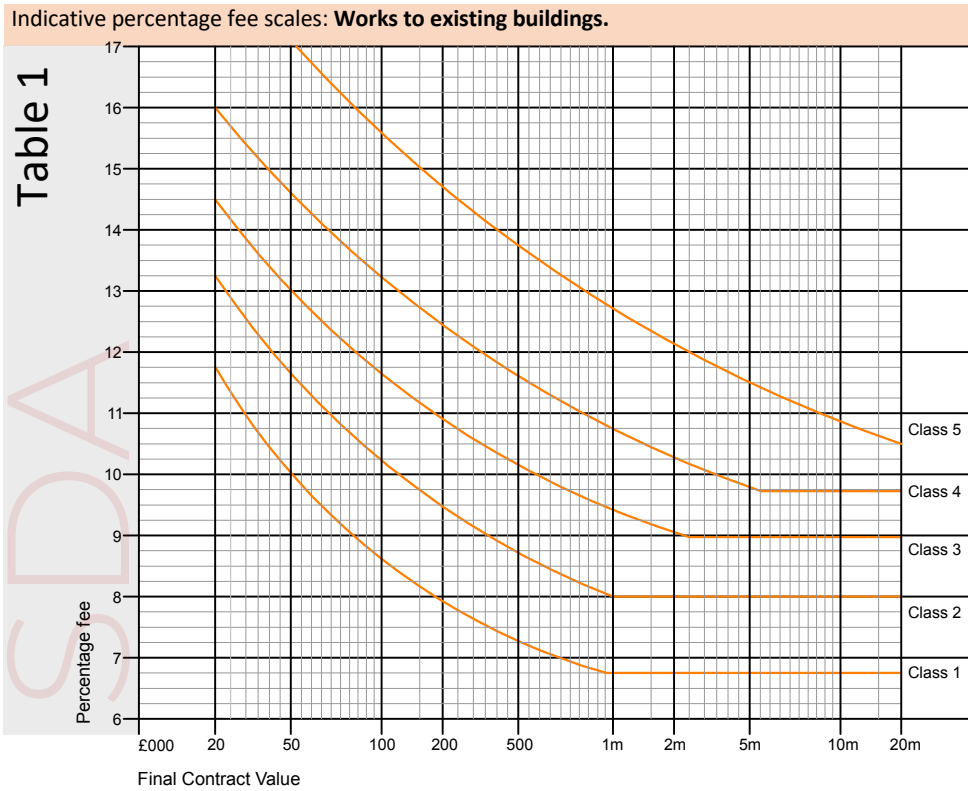
Charges and Expenses:

- Our charges will be calculated mainly by reference to the time actually spent by our professional staff and other staff in respect of any work that they do on your behalf. This will include meetings with you and others (and time taken in travelling to and from those meetings), telephone calls, background reading and working on papers, correspondence and emails, preparation of detailed design solutions and time spent travelling away from the office when this is necessary.
- These hourly rates have to be reviewed periodically to reflect staff changes, increases in overhead costs and other variables. Normally, the rates are reviewed annually each year. If an hourly rate is offered, and the review is carried out before the commission has been concluded, we will endeavour to inform you of any variation in the rate before it takes effect

- Hourly rates are related to staff designation and experience as follows:

Partner/Director	£105:00
Architect	£85:00
Graduate Architectural Technician	£52:50
Architectural Technician	£42:50
Junior CAD Technician/Architectural Assistant	£29:50

- Where a full-service commission is agreed on a percentage-based fee, this will normally be related to the tables set out below:



Proportion of fee by work stage (full service):

Feasibility		Pre-Construction						Construction		
Stage A	Stage B	Stage C	Stage D	Stage E	Stage F	Stage G	Stage H	Stage J	Stage K	Stage L
Appraisal	Strategic Brief	Outline Proposals	Detailed Proposals	Final Proposals	Production Information	Tender Documentation	Tender Action	Mobilisation	Practical Completion	Handover
Identification of Client's requirements. Preparation of studies to enable the Client to decide whether to proceed and to select the probable procurement method.	Preparation of Strategic Brief by or on behalf of the Client confirming key requirements and constraints.	Commencement of development of strategic brief into full project brief.	Completion of development of the Project Brief. Preparation of detailed proposals. Application for detailed Planning Approval	Preparation of final proposals for the Project sufficient for co-ordination of all components and elements of the project.	F1: Preparation of production information in sufficient detail to enable a tender or tenders to be obtained. F2: Preparation of further production information required under the building contract.	Preparation and collation of tender documentation in sufficient detail to enable a tender or tenders to be obtained for the construction project.	Identification and evaluation of potential contractors and/or specialists for the construction of the Project. Obtaining and appraising tenders and submission of recommendations to the client.	Letting the building contract, appointing the Contractor. Issuing of production information to the Contractor/ Arranging site handover to the Contractor.	Administration of the building contract up to and including practical completion. Provision to the Contractor of further information as and when reasonably required.	Administration of the building contract after practical completion. Making final inspections and settling the final account.
Charged Separately	Charged Separately	10%-15%	15% - 20%	20%	20%		25% - 35%			
Cumulative Total:		10%-15%	25% - 35%	45% - 55%	65% - 75%		100%			

The work classifications given in the sliding-scale tables above relate to the “Classification of Building Types” tables below:

Classification of Building Types					
Type	Class 1	Class 2	Class 3	Class 4	Class 5
Industrial	<ul style="list-style-type: none"> Storage Sheds 	<ul style="list-style-type: none"> Speculative factories and warehouses Assembly and machine workshops Transport Garages 	<ul style="list-style-type: none"> Purpose-built factories and warehouses 		
Agricultural	<ul style="list-style-type: none"> Barns and sheds 	<ul style="list-style-type: none"> Stables 	<ul style="list-style-type: none"> Animal Centre 		
Commercial	<ul style="list-style-type: none"> Speculative shops Surface car parks 	<ul style="list-style-type: none"> Multi-storey and underground car parks 	<ul style="list-style-type: none"> Supermarkets Banks Purpose-built shops Office developments Retail warehouses Garages/showrooms 	<ul style="list-style-type: none"> Department stores Shopping centres Food processing units Breweries Telecomms and computer buildings 	<ul style="list-style-type: none"> High risk research and production buildings Research and development labs Radio, TV and recording studios
Community		<ul style="list-style-type: none"> Community halls 	<ul style="list-style-type: none"> Community centres Ambulance, Fire & Police stations Bus & Railway stations Airports Prisons Postal buildings 	<ul style="list-style-type: none"> Civic centres Specialist Libraries Churches and crematoria Museums and art galleries County Courts 	<ul style="list-style-type: none"> Theatres Opera houses Concert halls Cinemas Crown Courts
Residential		<ul style="list-style-type: none"> Dormitory hostels 	<ul style="list-style-type: none"> Estate housing & flats Barracks Sheltered housing Single Occupancy Student Housing 	<ul style="list-style-type: none"> Parsonages/manse Apartment blocks Housing for the disabled Housing for the elderly 	<ul style="list-style-type: none"> Houses and flats for individual clients
Education			<ul style="list-style-type: none"> Primary/nursery/first schools 	<ul style="list-style-type: none"> Other schools inc. middle and secondary University complexes 	<ul style="list-style-type: none"> University laboratories
Leisure			<ul style="list-style-type: none"> Sports halls Squash courts 	<ul style="list-style-type: none"> Swimming pools Leisure complexes Restaurants Public Houses 	<ul style="list-style-type: none"> Leisure pools Specialist complex Hotels
Medical			<ul style="list-style-type: none"> Clinics 	<ul style="list-style-type: none"> Health Centres Nursing Homes Doctors Surgeries 	<ul style="list-style-type: none"> Hospitals Dental surgeries

- Once tenders for a project are received any additional work involved in the amendment of drawings and or other tender documents arising from endeavours to vary the work content and/or reduce the main contract tender for the works will be the subject of additional charges reflecting the cost of the work required to fulfil the client’s requirements. Charges for work of this type will be made on an hourly rates basis and charged in addition to the percentage-based full-service fees referred to above.
- All emails generated in dealing with a project will be charged at a minimum of 5minutes per email (sent or received) where these are not separately charged on a time-charge basis.
- Fee prices are exclusive of VAT, which will be added at the rate prevailing on the day of invoice. We reserve the right to alter fee proposals should it become evident that our brief has altered significantly during the course of the work.
- Hourly rates quoted are exclusive of normal disbursements incurred in the connection with the work, which are chargeable at cost. Time spent travelling in connection with the work is chargeable.

- The costs of all statutory fees (planning, building regulations or other fees) and costs related to the need for subcontractors or consultants (such as structural engineers, ecologists, thermal design consultants, or similar) are excluded from any fees quoted and will be charged extra or appointed directly by the client, perhaps at our recommendation. Under no circumstances will SDA Ltd be responsible for accuracy, provenance and/or copyright in work produced by subcontractors or consultants acting on behalf of either SDA or the client.
- Any offer to compile and present to the Local Authority a Planning Application in no way implies a guarantee of success in obtaining Permission. We will act with due diligence in the preparation of the application and in negotiations with the Local Authority concerned but cannot be responsible for the eventual decision of the Planning Officer or Committee. Where permission is refused, or where alterations to plans submitted are required to achieve compliance, and additional work is required in order to revise the application to an acceptable level, then we must reserve the right to make additional charges for the input required. The fee quoted for the submission of a Planning Application excludes the preparation of any supplementary reports, Flood Risk Assessments, Design and Access Statements, etc. unless specifically stated to the contrary.
- Any fee indicated for the submission of a Building Regulations application includes for all input that we would normally expect to provide to the relevant Local Authority. Where the actual requirements of a Local Authority vary, we must reserve the right to charge extra for the provision of certain specialist services. We will endeavour to advise clients accordingly when these circumstances arise. All fees quoted exclude the preparation of specialist thermal calculations or other supplementary technical data as may be requested by the Local Authority. Specifically, drawings prepared for the purposes of a Building Regulations application will be fit for that purpose only and will not, under any circumstances, constitute full working drawings for a project. A separate fee quotation will be provided where this level of detail is required.
- Where an offer is given for the traditional “Full” Architects service, this service shall for the include for administration of the contract terms ONLY, and in accordance with the form of JCT Building Contract in place. For the avoidance of doubt, such an offer specifically excludes services such as ‘contract management’, ‘site supervision’ or ‘construction management’. These are services provided by a building contractor and do not constitute a service to be provided by the Architect under any circumstances. Clients requiring clarification should ask for this at the outset. The services provided by the Architect under any agreement shall be strictly limited to the definition set out in the commissioning documents and, specifically, any RIBA Professional Services Contract in place.
- Where SDA pays statutory fees or other expenses on behalf of the client, these will be subject to an appropriate level of commission to reflect the expense of dealing with the matter. This would normally be between 10-15% of the amount concerned.
- Our accounts are subject to VAT and are payable within 21/28 days of presentation as set-out in the relevant invoice. Work is normally invoiced on a monthly basis, unless otherwise offered or agreed.
- We shall carry out all of our work using reasonable skill, care and diligence.
- Whilst reasonable care will be taken in relation to the accuracy and practicality of proposed solutions, we cannot guarantee the accuracy of Ordnance Survey, land ownership, or other plans supplied, or the accuracy of solutions based on such plans. Where a measured Land Survey is not executed, we cannot be responsible for inaccuracies of any Ordnance Survey data utilised on your behalf.

- It is not Steven Dunn Architects Ltd. (SDA) policy to be party to development risk as part of any fee agreement.
- Steven Dunn Architects Ltd. current insurance levels for each and every claim are as follows:
 - Public Liability £5 million
 - Employers Liability £10 million
 - Professional Indemnity £1 million (per project for larger schemes).
- In calculating fees due for a project, in addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise which the case may demand and the value of the matter to you (all of which are referred to as the value element). It is not always possible to indicate how these aspects may arise but, where a charge reflecting any value element is to be added, we will explain this in full to you.
- Occasionally, we have to pay out expenses on behalf of clients for example, Section 106/278/104 fees, Local Authority fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses, and we refer to such payments generally as “disbursements”.
- We may have agreed with you a special charging arrangement as specified in the accompanying fee quotation. If for any reason the matter does not proceed to completion, we will be entitled to charge you for expenses incurred and for work actually done by reference to the time spent.
- Sketch designs are subjective/exploratory by their very nature. Sketch design work is always chargeable in full, even where that the client might feel their desired outcome has not been achieved.
- Where SDA Ltd becomes in discussions/negotiations or similar in respect of land or buildings on behalf of the client and where no specific agreements to the contrary exists, should that input be directly linked to the sale of said land or buildings then SDA Ltd will be entitled to a commission of not less than 2% of selling price.
- Where SDA Ltd fulfils the role of Contract Administrator under a formal contract, these terms shall authorise SDA to act unilaterally and where necessary without further reference to any third party in the matter of the expenditure of contingency monies allocated within the contract documents. This shall be deemed an express term of this agreement.
- Where Steven Dunn Architects Ltd are commissioned on a plans-only basis, their duty as Principal Designer ends at completion of the pre-construction phase. Thereafter it is the clients responsibility to assume the role of Principal Designer or appoint a third party.

Payment Arrangements:

- It is normal practice to request payment of invoices from clients on a monthly or lump sum basis, depending on the terms agreed at quotation stage. If such requests are not met with prompt payment, delay in the progress of a project may result. In the unlikely event of any bill or request for payment not being met, we must reserve the right to stop acting for you further. Overdue invoices will be subject to the addition of interest in accordance with the appropriate Act(s) as may be described in the invoice. We reserve the right the right to cease work and withdraw copyright in the event of breach of contract.

Storage of Papers and Documents, and Copyright in Information Provided:

- After completing the work, we are entitled to keep all your papers and documents whilst there is any money owing to us for our charges and expenses. In addition, we will keep your project file for you in storage for not less than 12 years. After that, storage is on the clear understanding that we have the right to destroy your file without further reference to you.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions.
- Copyright: All work undertaken by this practice on your behalf will be the subject of full protection of title under the Copyright Designs and Patents Act 1988. This practice will not specifically discharge copyright or grant license in any piece of work to a third party unless specifically actioned in writing. Copyright remains vested in us as authors of the unique work, even after completion of the contract between us. This practice takes no responsibility for the misuse or misappropriation of documents prepared by us. In all cases, drawn and any other information produced by/provided by us shall remain the entire property of the originator, and copyright shall not be assigned to any other party even after payment has occurred. Such copyright may only pass only when detailed plans suitable for the intended purpose (planning application, building regulations working drawings, or similar) have been prepared, full payment made and received, and specific assignment of copyright has occurred. This practice will not, under any circumstances assign copyright or issue a Letter of Reliance for documentation without appropriate payment being made.

Termination:

- You may terminate your instructions to us in writing at any time, but we will be entitled to keep all of your papers and documents whilst there is any money owing to us for your charges and expenses. Under these circumstances, for the avoidance of doubt, copyright in any information we have prepared shall remain vested in us and shall not transfer to any third party. If at any stage you do not wish us to continue doing work and/or incurring any charges and expenses on your behalf, you must tell us this clearly in writing. Subsequently, we will advise you of the level of fees due to us at termination of the agreement.
- If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reasons and may give you notice in writing.

Appendix:

Reprographic Charges:

Black and White:

Paper Size	Fee per copy (ex.VAT)
A1	£2.45
A2	£1.95
A3	£0.85

Colour:

Paper Size	Fee per copy (ex.VAT)
A1	£3.45
A2	£2.45
A3	£0.85

Notes:

- If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reasons and may give you notice in writing.
- First generation print quality is ensured for every copy.
- Default printing is undertaken in Black and White (Greyscale). Colour reproduction may be necessary to meet Local Authority requirements for technical approval or to enhance submissions (e.g. for Planning consultation etc.).

It is not Steven Dunn Architects Ltd. policy to release email/digital copies of reports and drawings without accompanying hard copies.