

STANDARD TERMS OF APPOINTMENT

The following Terms of Appointment apply to all works carried out by **LLOYD-THOMAS ARCHITECTS** (LTA) unless specifically agreed otherwise in writing.

Written confirmation of acceptance of these terms is required prior to LTA commencing work. Otherwise further client correspondence or communication will be taken as confirmation of acceptance of these Terms or Appointment.

The client is the individual or company instructing LTA to provide Architectural services. Any contract between LTA and the named client, together with all communications and works completed will be for the sole use of that client and shall not be assigned or passed on to any other individual or organisation without prior consent.

1.00 SERVICES and OBLIGATIONS OF LTA and the CLIENT:

- 1.01 LTA shall exercise reasonable skill and care in conformity with the normal standards of the Architects profession.
- 1.02 The services of LTA will be restricted to those works agreed within the appointment letter/agreement. Services appertaining to other professional bodies such as the Institution of Structural Engineers or the Royal Institute of Chartered Surveyors are specifically excluded.
- 1.03 LTA shall not be liable for damages in excess of their responsibility. LTA's liability shall be in line with the Royal Institute of British Architects (RIBA) 'Net Contribution Clause'.
- 1.04 LTA shall not have any responsibility for the quality of materials or workmanship.
- 1.05 LTA will make every reasonable effort to meet the programme for the work. Any programme or schedule produced is offered in good faith, but LTA cannot accept any responsibility for delays or consequential losses incurred.
- 1.06 Subject to the provisions of item 1.01, LTA does not warrant:
 - a) that the services will be completed in accordance with the timetable or the budget cost for construction.
 - b) the planning permission or other approvals from third parties will be granted.
 - c) the performance, work or the products of others.
 - d) the solvency of any other person appointed.
- 1.07 The client shall supply the Architect with accurate information together with the decisions and approvals necessary for the proper and timely performance of the services, and the Architect shall rely on such information.

2.00 FEES:

- 2.01 Fees and Disbursements plus VAT at the prevailing rate will become due for services as defined within the fee estimate. This written estimate will be held open for 3 months from the date of issue.
- 2.02 Interim invoices will be submitted monthly for services provided.
- 2.03 Payment shall become due on issue of Invoice. The final date for payment will be 14 days from the date of the invoice. Where payment is late LTA reserve the right to charge interest on a daily basis on overdue accounts at a rate of 15% over Bank of England base rate and / or suspend the provision of services.
- 2.04 All fees for services provided are due regardless of the outcome of the project or if the client chooses not to complete the project.

- 2.05 The fees quoted are for the type and scale of project defined at the time of pricing. If the scale of services required varies from the original proposal, or if the project does not follow the expected time scale, LTA also reserve the right to adjust or amend the fees stated to suit the variations.
- 2.06 If a fee is offered in the form of a percentage it will be a percentage of the total build cost, excluding VAT. The fees will be estimated for the purpose of submitting invoices during the progress of the works and before the total build cost is known.
- 2.07 All monies due and owing by the Client shall become due and payable forthwith in the event of the bankruptcy or insolvency or in the case of a limited company, limited liability partnership or public limited company, the appointment of a receiver, administrative receiver, administrator or liquidator, or the liquidation (whether compulsory or voluntary) of the client, or if any of the aforementioned are threatened.
- 2.08 The scale of fees and hourly rate charges will be reviewed as required annually on 1st January. Clients will be notified of any changes to the rates applied in connection with their project.
- 2.09 In addition to fees for services, invoices will include reimbursement for out of pocket expenses such as; printing costs, OS Data, mileage, other modes of travel, and VAT at the prevailing rate.
- 2.10 Fees charged by other bodies during the course of the project, such as Local Authorities, are to be paid direct by the client unless otherwise agreed. LTA reserve the right to charge a management fee if paying these fees.

3.00 SURVEYS:

- 3.01 Any survey carried out by LTA will include dimensional information only; it will not be structural, invasive or provide leveling or detailed drainage information unless specifically agreed in writing before the work is carried out.
- 3.02 Every effort will be made to identify all visible above ground features. However, it should be borne in mind that there may have been items obscured at the time of survey. Boundaries shown are indicative only and may not represent the extent of legal ownership.
- 3.03 Information issued by the client will be deemed to be correct.

4.00 COPYRIGHT:

- 4.01 Copyright of all drawings/designs and intellectual property produced by LTA remains with and is owned by the practice. LTA reserve the right to control the ways in which their material may be used. Drawings may not be copied or distributed in any way, or used for any purpose otherwise than with express consent. LTA asserts its moral rights under the Copyright, Designs and Patents Act 1988.
- 4.02 Once payment as agreed has been received by LTA, the client is given a conditional non-exclusive licence to copy the drawings and information produced for the specific purpose intended, and in the location described. The information is not intended for use by any other person or for any other purpose. Any inappropriate use of design is strictly forbidden.
- 4.03 Giving full and obligation free access to LTA intellectual property for others to use (Copyright Assignment) cannot be given without prior approval and will be chargeable.

5.00 PROFESSIONAL INDEMNITY INSURANCE (PII):

- 5.01 LTA will retain adequate and appropriate PII cover for the project. Proof of such cover can be provided if requested.

6.00 DISPUTES + TERMINATION:

- 6.01 If the client is not satisfied with the services provided then they are urged to contact LTA as soon as possible and discuss the problem. LTA will seek to address the issue and resolve the matter.
- 6.02 If any dispute and/or differences of any kind whatever arising out of the provision of our services cannot be settled by mutual agreement between the parties and either party may refer to adjudication then the Scheme for Construction Contracts Regulations shall apply.
- 6.03 If a dispute arises requiring the services of an independent arbitrator then they shall be appointed by the President of the Royal Institute of British Architects.
- 6.04 Our services may be terminated by reasonable notice given by either party.

7.00 GENERAL:

- 7.01 Digital versions of drawings and information can be issued in .PDF format. Editable formats of this information (.DWG) will not be issued unless by prior approval, and then at the discretion of LTA and the approval of our Insurers. Issue of .DWG information will be chargeable.
- 7.02 LTA reserve the right to photograph projects during construction or when complete. Name and location details can be kept private within publicity or marketing if requested.