

TERMS & CONDITIONS

- "The Services" means the services to be carried out by John Roberts Architects Limited as set out in the Schedule of services, or fee proposal.
- "The Fee" means the fee for John Roberts Architects Limited carrying out The Services at the Project as set out in the Fee Proposal.
- "The Documents" means all calculations, details, drawings, plans, reports specifications, programs, software and other documents prepared by John Roberts Architects Limited in connection with The Project.

- 1.0 You have appointed us to carry out The Services at the Project which we shall carry out fully and faithfully and we shall continue to perform The Services with all reasonable skill, care and diligence.
- 2.0 We shall keep you fully informed on all aspects of the progress and performance of The Services and the Project and shall provide you with all other such information in connection with the Project as you may reasonably require.
- 3.0 You shall be responsible for the Fee and full remuneration for performance of The Services.
- 3.1 Unless otherwise agreed, fees will be invoiced monthly for services carried out during that period as a payment on account against the relevant work stage.
- 3.2 Unless otherwise agreed in writing, all payments shall be received within 28 days of the date of the account, unless otherwise stated on the account. We shall be entitled to charge you interest upon any late payment at 6% above base rate of the Bank of England until payment is made. In addition, we shall be entitled to charge an administration fee of £25.00 per overdue account per month.
- Accounts will be issued by email. Any request to render a paper copy of accounts may incur an administration charge.
- 3.3 Where a request is made to change client details after receipt of an instruction, the instructing client will be held liable for settlement of any overdue accounts.
- 3.4 We shall have the right to suspend The Services in the event of non-payment of the Fee at any point after the payment becomes due.
- Where Services are not suspended we are entitled to adjust, without notice, the resourcing of a project without being held responsible for any potential consequence, economic or otherwise.
- 3.5 If the Schedule states that the Fee is exclusive of disbursements you shall be responsible for reimbursing us all costs and disbursements incurred by us in carrying out The Services.
- 3.6 Project Files are the property of John Roberts Architects Limited. Copies can be produced on request and will be charged at the cost of production.
- 3.7 DWG CAD files are the property of John Roberts Architects Limited. John Roberts Architects Limited reserve the right not to issue these files or to make a charge for doing so.
- 3.8 For the avoidance of doubt, this agreement constitutes a construction contract as defined by The Housing Grants, Construction and Regeneration Act
- 4.0 We shall use our reasonable endeavours to maintain with reputable insurers / professional indemnity insurance in an amount not less than £5 million for carrying out business in the UK from the date hereof for a period of expiry no earlier than 6 years after the date of the conclusion of our Services assuming that such insurances are available in the market place at reasonable rates.
- 5.0 We hereby grant you a royalty-free non-exclusive licence to use all Documents which have been, or are hereafter written, originated or made by us provided they are used solely in relation to the Project. We shall not be liable for any use of the Documents other than for which the same were prepared and provided.
- 6.0 All additions amendments and variations to the terms of this agreement shall be binding only if set out in writing and signed by us and by your duly authorised representative.

- 6.1 This agreement supersedes any other previous contracts, agreements, appointments or arrangements between ourselves in respect of The Services whether oral or written.
- 7.0 The address for service of notices to be given under this agreement shall be at each of our respective registered offices or such other address in England as either of us may have previously notified in writing to the other.
- 7.1 Any notice to be given under the terms of this agreement shall either be delivered personally or sent by recorded delivery post. The notice shall be deemed to have been served as follows (1) if personally delivered at the time of delivery; and (2) if sent by recorded delivery at the recorded time of delivery.
- 8.0 Nothing in this letter confers or purports to confer on any third party any benefit of any right to enforce any term of this contract which that party would not have had but the Contract (Rights of Third Parties) Act 1999.
- 9.0 We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including without limitation acts of God, War, industrial disputes, protects, fire, flood, storm, tempest, explosion, acts of terrorism and National Emergencies.
- 10.0 We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions as a result of any issues, actions or decisions that are outside our control or which are undertaken by any third party to this agreement.
- 11.0 You may not assign this agreement or any benefit arising from it without our prior written consent. Where we give our consent to assignment or whereby any other person is entitled to rely upon our work under this agreement they are to have no greater rights against us than you have.
- 12.0 We shall have no liability to you for loss of profit, loss of business opportunity, increased operating costs, loss of goodwill or consequential or economic loss.
- 13.0 We expect to continue to act for you until we have finished the work concerned. Either you or we may bring these instructions to an end at any time by notifying the other in writing giving 14 days' notice. We reserve the right to cease work and terminate our agreement should you fail to provide us with adequate instructions. If the instructions are terminated by either of us you must pay us all fees and disbursements incurred as a result of transferring our information to another advisor or third party.
- 14.0 John Roberts Architects Limited cannot be held responsible for the accuracy of information supplied to us by the employer or other third parties. We will not be responsible for any costs, direct or indirect, incurred by the Client as a result of the inaccuracy of such information. The Client must satisfy themselves of the accuracy of any third party information that they supply to John Roberts Architects Limited.
- 14.1 Any additional re-design work or other costs that are incurred by John Roberts Architects Limited as a result of inaccurate information provided by the Client will be treated as additional fees.
- 15.0 The fees set out by John Roberts Architects Limited in the fee proposal are based upon the detail, scope of information and/or programme provided to us by the Client prior to our Quotation. We reserve the right to amend our fees and disbursements accordingly if any of the detail, scope of information and/or programme changes resulting in us undertaking additional work.
- 16.0 Where it is not possible or practical to agree a fixed fee for additional services, these shall be charged on a time and expense basis.
- 17.0 Construction Design and Management Regulations 2015. We shall only act in the role of Principal Designer where specifically appointed to do so in writing by the Employer.
- 18.0 You are responsible for advising and checking the precise extent of your land ownership or site under consideration. We shall not be held responsible for any consequential costs from errors in this respect or from misinterpreting any Land Registry information obtained or provided to us.