

Terms and conditions



These Terms and Conditions are subject to periodic revision.

Where they have been attached to a signed fee agreement that version will apply unless the new version has been agreed and signed.

RIBA Registered Practice

CFD-Architects is an RIBA Registered Practice (No. 99910P).

Insurance

CFD-Architects holds Professional Indemnity insurance (as required by the RIBA) for £2,000,000 for any one claim.

Agreement

The benefits of this agreement will remain between CFD-Architects and the Client and no part of the services will be sub-contracted unless there is a prior written agreement by both parties.

Client's Responsibilities

The Client is obliged to provide free of charge all existing relevant information relating to the project. The Client must advise CFD-Architects of all changes required in writing. The Client must give decisions and approvals required for the services engaged within a reasonable period of time.

CFD-Architects' Responsibilities

CFD-Architects will adhere to the RIBA and ARB Professional Codes of Conduct and perform its services with reasonable care and attention, and with due regard to the Client's requirements. Unless there are exceptional circumstances CFD-Architects will make no alteration to these services or the design once signed off by the Client without his consent.

No legal action can be taken against CFD-Architects after a period of 6 years from the date of the last services performed and CFD-Architects' liability does not exceed the value of the professional indemnity insurance held. No employee of CFD-Architects can be held personally liable.

CFD-Architects does not take responsibility for approvals being granted by other parties and does not take responsibility for the performance of others.

Fees and Disbursements

Fee accounts are prepared at work stages or on a monthly basis depending on which is sooner or appropriate.

A deposit of 50% of each work stage is required prior to works on that stage starting.

Consultants' fees and application fees are not the responsibility of CFD-Architects, and disbursements for travel, printing, postage etc are charged extra (see schedule below). All fees are subject to VAT at current rates.

Payment of fees

The Client will pay CFD-Architects all fees, disbursements and VAT within 14 days of the issue of CFD-Architects' account. CFD-Architects reserves the right to charge statutory interest on late payments. If the Client intends to withhold payment of any part of the fees due a written notice (pay less notice) stating the amount proposed to be withheld and the grounds for doing so must be given within 5 days of the due date.

VAT registration No. **908 9867 62**

Preferred method of payment is by BACS;

Account name: **A Lolley T/A CFD-Architects,**

Sort code: **30-95-08,**

Account number: **00003806**

Design services not included unless otherwise stated

The detail design of fixtures and fittings such as wardrobes, shelving, bathroom fittings & specialist constructions for lighting fittings etc. are not included in the fee proposal unless otherwise stated. Nor are works normally carried out by specialist consultants such as Topographical Surveys, Environmental Surveys – Habitat, Flood Risk Assessments, Water Interest Surveys, Mining Searches, Land Contamination Surveys, SUDS Design, Party Wall

Surveys, Asbestos Surveys, Percolation Tests, Energy Performance Calculations, Sound Testing, Structural Design, M&E Design,

The coordination of specialist consultants where stated is included within the design process.

Variations

Minor variations may be absorbed at the discretion of CFD-Architects. Once any stage of the design is approved by the Client it will be signed off and any further changes may be charged for.

If there are any significant changes to the scope of our services or the design, either instructed by the Client or as a result of unforeseen circumstances, CFD-Architects will as far as is practicable notify the Client beforehand and give an estimate of the cost of fees.

Site visits

Unless otherwise specified CFD-Architects will make site visits and hold progress meetings during the course of the contract period *only for the purposes of valuation according to the contract documentation and to deal with any variations to the works*. These visits are covered by the fee proposal for that work stage. Should the programme be extended for whatever reason CFD-Architects will continue to carry out site visits etc. on a time charge which will be notified at the time. It may be desirable to include this sum when considering how to determine liquidated damages under the building contract. *The purpose of these visits is not to inspect the works with a view to providing any sort of warranty.*

Schedule of disbursements (subject to revision)

Printing (per sheet)	1-10	11+	50+
A0 Colour (wide format ink jet, any amount of colour)	£14.00	£10.00	
A0 Monochrome (wide format ink jet)	£6.00	£5.00	
A1 Colour (wide format ink jet, any amount of colour)	£7.00	£5.00	
A1 Monochrome (wide format ink jet)	£3.00	£2.50	
A3 Colour (Laser print, any amount of colour)	£1.50	£1.20	
A3 Monochrome (Laser print)	£0.75	£0.60	
A4 Colour (Laser print, any amount of colour)	£0.75	£0.40	
A4 Monochrome (Laser print)	£0.35	£0.30	£0.15
Creation of PDF/DWF/DWG document (original and revised)	£1.00		
CD	£15.00		

Travel

Due to the varied and sometimes long distances travelled we shall charge for time spent travelling in half hour units at £25 plus £0.50 per mile.

Suspension or Termination

If the Client or CFD-Architects wishes to suspend the services at any time 14 days written notice must be provided giving reasons for doing so. If reasons cease to apply within a reasonable period of time CFD-Architects may resume services again. If reasons are not remedied within a reasonable period the Agreement will end upon further written notice from CFD-Architects.

Dispute Resolution

If a dispute occurs between the parties the method of dispute resolution will be adjudication using the RIBA Adjudication Service. Costs occurred in relation to the adjudication will be allocated between the parties by the adjudicator.

Intellectual property

CFD-Architects reserves the right to publish designs, drawings and photographs. All Material (designs and drawings etc.) produced within this agreement are the copyright of CFD-Architects. The Client has the right to copy and use the Material only for the purpose for which it has been produced provided all due fees are paid in full. CFD-Architects is not liable for any use of the Material other than the purpose for which it was prepared. Any publicity material is to credit CFD-Architects. The Client will give reasonable access to CFD-Architects in order to take photographs for publication within a period of two years from completion of the works.

Advertising

CFD-Architects may post site boards, either the standard RIBA board and/or a photo realisation of the project during the construction process and these are to remain for a period of 12 weeks after Final Completion unless otherwise agreed.