

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:

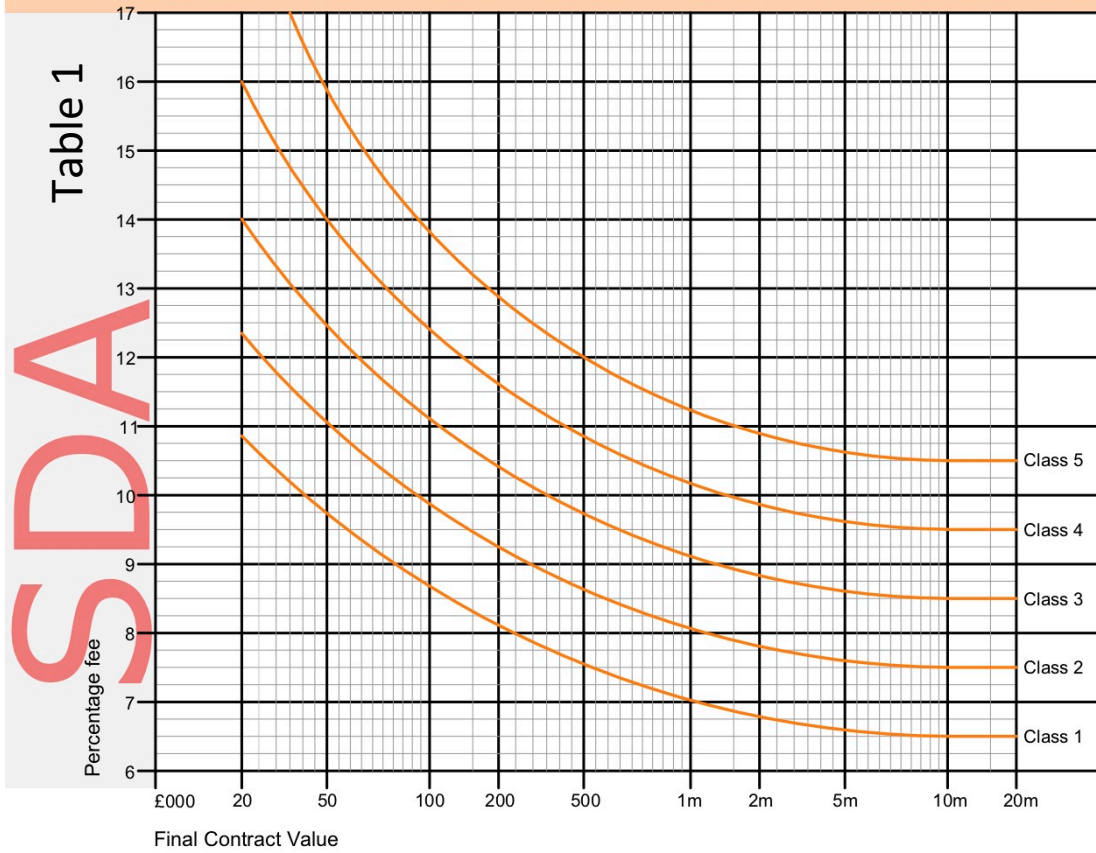
Partner/Director	£125:00 / £145:00
Architect	£95:00
Senior Architectural Technician	£75:00
Architectural Technician	£55:00
Junior CAD Technician/Architectural Assistant	£45:00

The table below: “Classification of Building Types” should be used to identify the ‘project type’ based on the brief provided. Once the project “Class” has been identified, the sliding-scale tables on page 3 will be used to calculate the level of professional fees for the project.

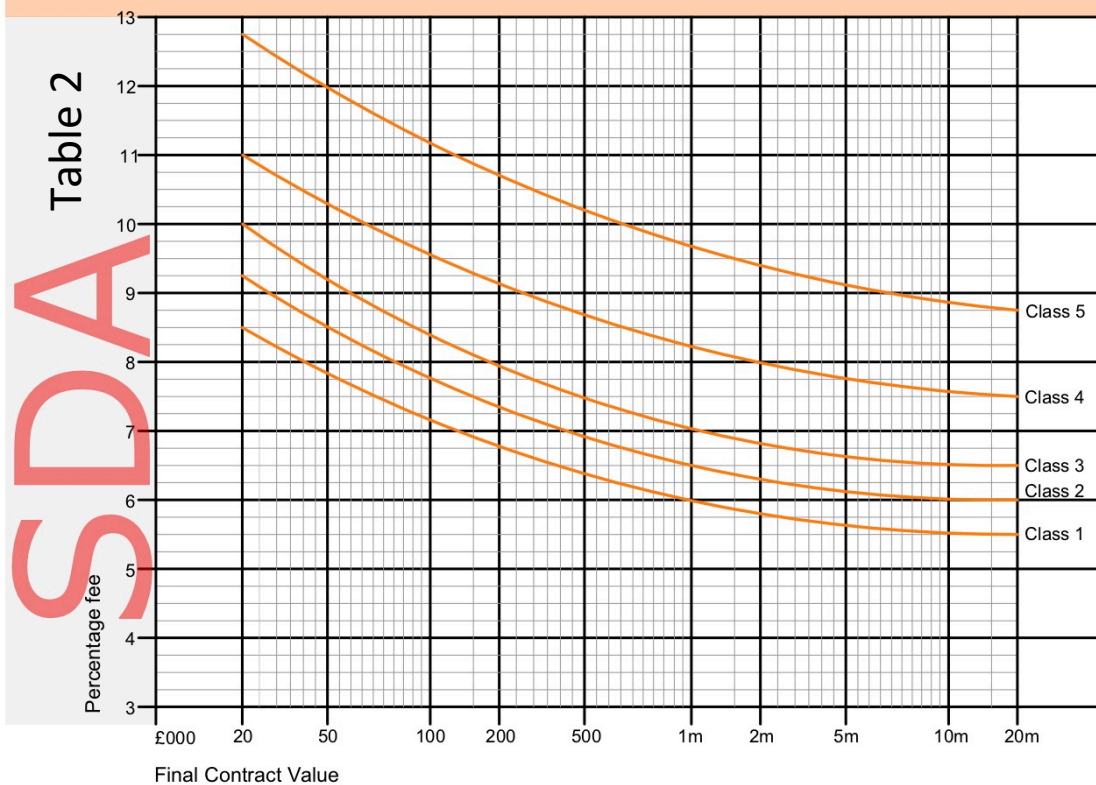
Classification of Building Types					
Type	Class 1	Class 2	Class 3	Class 4	Class 5
Residential		<ul style="list-style-type: none"> Dormitory hostels 	<ul style="list-style-type: none"> Estate housing & flats Barracks Sheltered housing Single Occupancy 	<ul style="list-style-type: none"> Parsonages/manses Apartment blocks Housing for the disabled Housing for the elderly Student Housing 	<ul style="list-style-type: none"> Houses and flats for individual clients
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. Factories/Warehouses 	<ul style="list-style-type: none"> Theatres Opera houses Concert halls Cinemas Crown Courts
Conservation					<ul style="list-style-type: none"> Any and all works
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 		
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
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

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

Indicative percentage fee scales: **New Individual Dwellings & Works to Existing Buildings**



Indicative percentage fee scales: **New Commercial & Similar Works**



Proportion of fee by work stage (based on project estimate calculated on Pg.3):

Feasibility		Pre-Construction						Construction		
RIBA Stage 0 Strategic Definition	RIBA Stage 1 Preparation & Brief	RIBA Stage 2 Concept Design	RIBA Stage 3 Developed Design		RIBA Stage 4 Technical Design			RIBA Stage 5 Construction		RIBA Stage 6 Handover & Close Out
			3.1) Planning Application	3.2) Building Regs Drawings	4.1) Production Information	4.2) Tender Documentation	4.3) Tender Action	5.1) Mobilisation	5.2) Practical Completion	
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 the development of the Project Brief. Preparation of detailed proposals. * Preparation of drawings and liaison with LPA's with regard to Permitted Development Applications. * Application for detailed Planning Approval	Preparation of final proposals in sufficient detail for the submission of a Full Plans Building Regulations Application.	* Preparation of production information in sufficient detail to enable a tender or * 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	5%	10%	15%	25%	10%	5%	10%	10%	10%
Cumulative Total:		5%	15%	30%	55%	65%	70%	80%	90%	100%

- Where a projected fee is identified by being set against a proportion of a percentage-based fee at the initial fee quotation stage (usually referred to as stage 2 or 3 fee) the fees stated are **target values based upon the means of calculation set-out in the individual fee quotation**. Should the time-charge value expended in these stages exceed the figure stated within the quotation then, where the circumstances giving rise to the increased cost are beyond our control, we must reserve the right to make additional charges to meet the costs incurred in the completion of these work stages.
- Note:** Where a dispute arises at any time between the client and their main contractor, and where in our opinion any input required to assist in the resolution of that dispute falls outside the extent of our definition of the commission in place, then additional charges (at the time charge rates set out herein) will prevail. Additional charges in this respect may be advised after completion of the commission.
- Note:** Where a fee quotation refers to a 'notional contract value', this value has been selected in order to determine the minimum fee required to provide the 'full' architects service (RIBA stages 2-6).

- Fees stated for all services specifically exclude the cost of specialist 3-dimensional (or similar) presentation materials beyond the extent that we deem are necessary for the execution of the sketch design and planning application stages of a commission. Where more detailed information is requested or required by a LPA in order to deal with an application, additional fees will apply to the preparation of any such materials. An estimate of costs will usually be given in advance.
- 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.
- Where SDA pays statutory fees or other expenses (Local Authority, Section 106/278/104, Consultants fees etc.) 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.
- 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.
- Once Planning consent is forthcoming, it may be that a secondary application to “discharge planning conditions” may be required. Where this (or any similar requirement) comes-about, additional charges will apply.
- 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 purposed 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 (RIBA Stages 4-7), 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.

- 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 5 minutes 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.
- 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. Where necessary, and where circumstances dictate, and arising from the very nature of an Architects work, we may invoice well in arrears (perhaps many months) after the work has been completed. Where this is the case, the invoice will still remain valid/payable, irrespective of any time period expired.
- 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.

- 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 client's responsibility to assume the role of Principal Designer or appoint a third party.
- Any commission accepted by SDA Ltd shall specifically exclude any services whatsoever in respect of the Party Wall Act and Community Infrastructure Levy. SDA will under no circumstances be responsible for the execution of the applicants/client's duties and responsibilities in respect of CIL. Client's will be deemed to have satisfied themselves entirely of their responsibilities and obligations under CIL and under no circumstances shall SDA inherit responsibility for failure of the client to comply with these requirements.

Issue of Drawn Information:

- All information will be issued in PDF/Hard copy format ONLY. As noted by the Architects Registration Board (ARB) there is no obligation for CAD data to be provided. Issue of CAD information can unfortunately lead to our drawings being adapted or utilised in a way that they were not intended. During the development stage there may be notes, copies or items drawn in the CAD file that are never intended to be put on a finished drawing. Wrong information can therefore be obtained from these CAD files or new information imposed.

As a result of the above and due to the legal implications, unless specifically agreed otherwise, all our information will be distributed in a PDF format only. When working with other consultants or designers, at our discretion, we may transfer copies of incomplete/preliminary CAD data to speed up the design process however this information shall remain copyright protected and MUST not be redistributed to any third party. Doing so will constitute a pursuable breach of copyright.

Governing Law: The law applicable to any commissions shall be the law of England.

Payment Arrangements (and Termination of Services):

- 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 event of any bill or request for payment not being met, we must reserve the right to stop acting for you further. Where this is the case, services may be withdrawn without notice and we will not be responsible for any affects arising from our withdrawal of services. Under certain circumstances, withdrawal of services may affect planning and/or building regulations applications. Where this is the case, we will NOT be responsible for any delay or consequential loss arising. Services will normally be reinstated as possible once an outstanding account is settled. 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 to cease work, withdraw copyright, and request return of all documents prepared/provided 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.

Complaints procedure and dispute resolution:

- Any complaint shall be addressed in writing and shall be dealt with in the manner defined within the relevant requirements of the Architects Registration Board as published online by that regulatory authority.

GDPR Privacy Policy:

- Your privacy is important to us. Our privacy policy covers what data we collect and how we disclose transfer and store your information.
- Information we collect: We collect information about you if you make an enquiry as a potential client or we do business with you as a client, consultant, contractor, subcontractor, supplier, manufacturer, etc.
- Use of information: any information we collect may be used to:
 - Respond to you via your supplied contact details.
 - Respond to you about a project by email or telephone.
 - Personalise our services to suit your individual or company's needs.
 - Improve our website and the service we provide in general.
- Disclosure of information: we do not sell, trade or otherwise transfer to other parties any personal information. This excludes trusted third parties who act as regular consultants or who assist us in our business in general.
- Protection of information: enquiries admitted via our website form (from our contact page) not stored on our website. The data is transferred via the form and emailed to us in order to enable us to respond to your enquiry.
- Consent and legal basis: by appointing this practice, you are consenting to us contacting you and using the information you provide to us.
- If there are any questions regarding our privacy policy or any element of these terms and conditions these should be addressed to the Practice contact address: Steven Dunn Architects Ltd. 11 High Street, Walcott, Lincoln LN4 3SN

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.