

TERMS and CONDITIONS

- 1** Unless agreed otherwise Terms and Conditions as follow shall apply to the services to be provided by STUDIO SEVERN ARCHITECTS LIMITED (S7A).
- 2** **Commencement of Services**
- 2.1 S7A reserve the right to not provide any of the services described in the Project Fee Proposal before the end of the 14-day cancellation period referred to in clause 16 below. If the Client would like S7A to commence the services to be provided before this time, the Client must confirm in writing that they accept the they may have to pay for those services even if they later cancel this agreement.
- 3** **Architects Services**
- 3.1 S7A will exercise reasonable skill, care and diligence to be expected of an Architect experienced in the provision of such services for projects of a similar size, nature and complexity to the Project. Notwithstanding anything that may appear elsewhere to the contrary, whether under this Contract or otherwise, the S7A's duties and obligations shall be deemed to be subject to the exercise of such reasonable skill, care and diligence and nothing contained in this Agreement or elsewhere shall be construed as imposing on the S7A any greater duty than the exercise of such reasonable skill, care and diligence. .
- 3.2 S7A shall:
- perform the Services with due regard to the Client's requirements;
 - advise on progress in the performance of the Services, and of any information, decision or action required or of any issue that may materially affect the delivery, the cost or quality of the project;
 - act on behalf of the Client in the matters set out or implied in this Agreement;
 - if acting as Contract Administrator of a building contract exercise impartial and independent judgement when dealing between the Client and the Contractor;
 - collaborate with any Other Persons appointed and integrate relevant information received from such persons into the Architect's work;
 - make no material alteration to the Services or the approved design without the consent of the Client, except in an emergency.
- 3.3 S7A shall have the right to publish photographs of the Project, and the Client shall give reasonable access to the Project for this purpose for two years after practical completion of the construction works.
- 4** **Clients Responsibilities**
- 4.1 The Client:
- Shall advise S7A of the Client requirements and of any subsequent changes required;
 - Shall provide, free of charge, the information in the Client's possession, or which is reasonably obtainable, and which is necessary for the proper and timely performance of the Services and the S7A shall be entitled to rely on such information;
 - give decisions and approvals necessary for the performance of the Services;
 - may issue reasonable instructions to the S7A, subject to the S7A's right of reasonable objection;
- 4.2 The Client shall:
- Appoint and/or otherwise engage any Other Person required to perform work or services under separate agreements and shall require them to collaborate with the S7A;
 - Hold the contractor or contractors and not the S7A responsible for the proper carrying out and completion of the works;
 - Not deal with the contractor or contractors directly or interfere with the Architects duties or actions under the building contract.
- 4.3 The Client acknowledges that the S7A does not warrant:
- That planning permission and other approvals from third parties will be granted at all or, if granted, will be granted within the anticipated timescale
 - Compliance with any programme and/or any target cost for the building work which may need to be reviewed for, but not limited to:
 - Variations requested by the Client
 - Variation in market prices
 - Delays caused by any Other Persons or any factor beyond the control of the Architect
 - The discovery at any time of previously unknown conditions;
 - The competence, performance, work, services, products or solvency of any Other Persons.
- 4.4 The Client acknowledges
- that S7A, other than providing indicative costs based on a metre square basis is not contracted to provide a cost estimating service and will employ a contractor or a construction cost estimating consultant to provide detailed estimates if required.
 - That S7A does not warrant, guarantee or certify the construction cost of the project or any part of the project.
- 5** **Assignment**
- 5.1 Neither the S7A nor the Client shall at any time assign the benefit of this Agreement or any rights arising under it without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.
- 5.2 The S7A shall not sub-contract performance of any part of the Services without the prior consent of the Client, which consent shall not be unreasonably withheld or delayed.
- 6** **Fees and Expenses**
- 6.1 The Client will pay S7A will pay the fees and expenses as set out in the Project Fee Proposal.
- 6.2 The fees as indicated in the Project Fee Proposal will be invoiced on completion of the indicated work stages and are payable within 30 days of the date of the invoice.
- 6.3 In the event that fees or part of the fees remain unpaid after 30 days, S7A shall be entitled to simple interest on such amounts until the date that payment is received at 8% per year over the dealing rate of the Bank of England Rate current at the date that payment becomes overdue, together with such costs

reasonably incurred by the Architect (including costs of time spent by principals, employees and advisors) in obtaining payment of any sums due under this Agreement.

6.4 S7A shall be entitled to adjust the fee as indicated in the Project Fee Proposal as follows:

- Where a fixed / lump sum fee applies the indicated fee is what the Client can expect to pay unless the Client changes or varies the brief from the description given in the Project Fee Proposal.
- Where a percentage fee applies and until the actual cost of the building work is known, the percentages are applied to the current agreed estimate of cost of the building works or the contract sum. The cost shall exclude VAT, fees and any claims made by or against the contractor or contractors.
- Where the fee to be charged is to be calculated on a time charge, the time charge rate indicated in the Project Fee Proposal will be reviewed on the 1st of January annually.

6.5 S7A shall be entitled to charge additional fees if:

- The Client varies the brief for the project from that set out in the Project Fee Proposal.
- S7A becomes involved with protracted planning and or section. 106 negotiations.
- S7A is involved in extra work or incurs extra expense for reasons beyond the S7A's reasonable control,
- S7A is required to vary any item of work commenced or completed or to provide a new design after the Client has authorised development of an approved design;
- S7A is required to revise drawings and contract documentation to match an adjusted tender sum.
- The performance of S7A's Services become delayed, disrupted or prolonged at no fault of S7A.

additional fees will be calculated on a time charge basis as set out in the Project Fee Proposal or as otherwise agreed:

6.6 The Client shall not withhold any amount due to the Architect under this Agreement unless the amount has been agreed with the Architect or has been decided by any tribunal to which the matter is referred as not being due to the Architect.

6.7 If performance of any or all of the Services and/or obligations is suspended or ended, S7A shall be entitled:

- to payment of any part of the fee and other amounts properly due to the date of the last instalment and a fair and reasonable amount up to the date of termination or suspension, payment of any licence fee due under clause 6; together with
- reimbursement of any loss and/or damages caused to the Architect by reason of the suspension or the termination, except where the Architect is in material or persistent breach of the obligations under the Agreement.

6.8 in addition to the fees and expenses, the Client shall pay any Value Added Tax chargeable on the S7A's fees and expenses.

7 Copyright License

7.1 S7A shall retain all intellectual property rights including the copyright in the drawings and documents produced in performing the Services and generally asserts the S7A's moral rights to be identified as the author of such work.

7.2 No part of any design by S7A may be registered by the Client without the written consent of S7A.

7.3 Providing that all fees and/or other amounts properly due are paid, the Client shall have a license to copy and use the drawings and documents only for purposes related to construction of the Project or its subsequent use or sale but may not be used for reproduction of the design for any part of any extension of the Project or any other project.

7.4 Copying or use of the drawings and documents by another person providing services to the Project shall be deemed to be permitted under a sub-license granted by the Client, whether such drawings and documents were issued by the Client or on the Client's behalf.

7.5 S7A shall not be liable for any use of the drawings and documents other than for the purpose for which they were prepared.

8 Liability and insurance

8.1 Limit of liability

- No action or proceedings arising from the failure of the Architect to keep to this Agreement shall be commenced after the expiry of six years from the date of the last Services performed under this Agreement or, if earlier, practical completion of construction of the Project or such earlier date as prescribed by law.

8.2 In any such action or proceedings:

- S7A's liability for loss or damage shall not exceed the amount of the S7A's professional indemnity insurance specified in the Project Fee Proposal, providing S7A has notified the insurers of the relevant claim or claims as required by the terms of such insurance.
- No employee of S7A or any agent of S7A shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

8.3 Net Contribution:

- Without prejudice to the provisions of clause 8.2, the liability of the S7A shall not exceed such sum as it is just and equitable for the Architect to pay having regard to the extent of the S7A's responsibility for the loss and/or damage in question and on the assumptions that:
- all other consultants, contractors and other persons providing work or services for the Project have provided to the Client contractual undertakings on terms no less onerous than those of the Architect under this Agreement;
- all the persons referred to in this clause have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and/or damage.

8.4 S7A, in so long as the company remains in business, shall maintain until at least the expiry of the period specified in clause 8.1 professional indemnity insurance with a limit of indemnity not less than the amount or amounts specified in the Project Fee Proposal, provided such insurance continues to be offered on commercially reasonable terms to the Architect at the time when the insurance is taken out or renewed.

8.5 S7A when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance has been obtained and/or is being maintained.

8.6 Rights of Third Parties

- Nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it, other than lawful assignees.

9 Suspension or termination

9.1 The Client may suspend or end performance of any or all of the Services and other obligations by giving at least seven days' written notice and stating the reason for doing so.

9.2 S7A may suspend or end performance of any or all of the Services and other obligations by giving at least seven days' written notice and stating the ground or grounds on which it is intended to do so. Such ground or grounds include but are not limited to the Client's failure to pay any fees or other amounts due by the final date for payment.



- 9.3 If the reason for a notice of suspension arises from a default:
- which is remedied, the S7A shall resume performance of the Services and other obligations within a reasonable period; or
 - which is not remedied by the defaulting party the Agreement will end by giving at least seven days' further written notice.

Where Services are suspended by either party and not resumed within three months, S7A has the right to treat performance of the Services affected as ended on giving at least seven days' further written notice to the Client.

10 **Dispute resolution**

10.1 In the event of any dispute or difference arising under the Agreement, the parties may:

- attempt to settle the matter by negotiation or mediation; or
- start court proceedings to settle the dispute at any time; or
- have disputes decided within 21 days by an adjudicator appointed under the RIBA Adjudication Scheme for Consumer Contracts

10.2 If appointed, the Adjudicator may allocate between the parties the costs relating to the adjudication, including the fees and expenses of the adjudicator.

11 **DATA PRIVACY NOTICE**

11.1 The process of personal data is governed by General Data Protection Regulations (GDPR). It regulates how organization's store and use individual's personal data.

11.2 S7A is the data controller. This means S7A decides how a Clients personal data is processed and for what purposes within our organization.

11.3 S7A complies with its obligations under GDPR by keeping personal data up to date; by storing and destroying it securely; by not collecting or retaining excessive amounts of data; by protecting personal data from loss, misuse, unauthorized access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

11.4 The Clients personal data will be treated as strictly confidential and will only be shared with and used for the following purposes:

- To enable S7A to contact the Client for the benefit of the Clients project and to deliver the services that the Client has requested.
- To maintain S7A's accounts and records.
- To be used and shared in the preparation of drawings and specifications as necessary to progress the project.
- For the purposes of taking legal advice or the advice of our insurers.
- To be used and shared with other Consultants for the purposes of obtaining quotations from them and appointing them on the Clients behalf in order to progress the Clients project.
- To be used and shared with the Local Planning Authority, Building Control Authority and other Local Authority or Government Bodies and other statutory undertakers, as may be required for the purposes of obtaining the necessary approvals and consents for the Clients project.
- To be used and shared with contractors, sub-contractors, suppliers, manufacturers as may be necessary for the purpose of obtaining technical advice, costs, tenders an alike in order to progress the Clients project.
- To be used and shared as necessary to administer the terms of any building contract.
- To inform the Client of news, events or activities.

11.5 S7A may choose to use photographs of the Clients project on their web site for the purposes of practice promotion. No personal data will be included on the web site without obtaining further permission from the Client.

11.6 S7A does not sell, trade or rent Clients personal information to others or any other third parties except as provided for under this notice.

11.7 For legal and insurance reasons S7A will retain Clients personal data for a minimum of 6 years and maximum of 12 years from completion of the services to be provided.

12 **Your Rights and Your Personal Data**

12.1 Unless subject to an exemption under GDPR, the Client has the following rights with respect to their personal data:

- The right to request a copy of your personal data which S7A holds about themselves.
- The right to request that S7A corrects any personal data if it is found to be inaccurate or out of date.
- The right to request their personal data is erased where it is no longer necessary.
- The right to lodge a complaint with the Data Protection Commissioner's Office.

13 **Your Personal Data Consent**

13.1 The Client, by signing or confirming your acceptance of the Agreement is confirming that they have read this Data Protection Notice and the Client is consenting to S7A holding and processing the Clients personal data.

14 **Clients Right to Cancel:**

14.1 The Client has the right to cancel this Agreement for any reason by sending (including by email) a cancellation notice to the S7A at any time within 14 days signing this Agreement.

14.2 The notice of cancellation will be deemed to be served as soon as it is posted or sent to the S7A or in the case of an electronic communication on the day it is sent to the S7A.

14.3 If S7A was instructed to perform any services before the Agreement was signed by the Client or before the end of the 14 day period and the instruction or instructions were confirmed in writing, S7a shall be entitled to any fees and expenses properly due before the S7A receives the notice of cancellation.