

The conditions set out below represent Our Contract Terms and Conditions of Appointment and apply to all the professional services contracts we use.

Along with the Client Care letter and accompanying documents, [issued in parts] form the basis of the Conditions of Engagement between us.

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### Definition of Terms

**Architect/Consultant:** The Person or organisation that the Client appoints to perform the Services

**Basic Fee:** The fee for the Services excluding VAT and any additional charges, such as expenses, disbursements, etc

**Building Safety Act:** the Building Safety Act June 2022 and amendments to the Act due to be enacted October 2023 and any guidance as issued, amended or replaced from time to time by the Government, which secure the safety of people in or about buildings and improve the standards of building construction projects.

There are six parts to this act.

**CDM Regulations 2015:** the Construction (Design and Management) Regulations 2015 and any guidance as issued, amended or replaced from time to time by the Health and Safety Executive, which govern the management of health, safety and welfare for construction projects.

**Client:** the person, Company, authority, organisation or other body referred to in **item A** of the Contract Details. This also includes the Clients representatives where one is appointed by the Client with full authority to act on behalf of the Client for all purposes in connection with the matters set out in the Contract, except where advised to the contrary.

The Client is the person, who instructs the practice to carry out the work. The Contract is between the Client and the practice.

**Confidential Information:** all information relating to the Project and the Client's and Architect/Consultant's business and affairs which either partly or directly or indirectly receives or acquires from the other Party or any representative of the other Party whether in writing, by electronic mail or orally and which is not otherwise already in the public domain.

**Construction Cost:** the Client's target cost for the building works as specified in the Project brief, as set out in **item D** of the Contract Details (being the Clients initial budget), and subsequently the latest estimate approved by the Client or, where applicable, the actual cost of constructing the Project upon agreement or determination of the final account for the Project. The Construction Cost includes the cost of any equipment and /or materials provided or to be provided by the Client to the Contractor for installation as part of the Project, and any direct works carried out by or on behalf of the client. The Construction Cost excludes VAT, professional fees, the cost of resolution of dispute, the Clients' legal and in house expenses and any loss and /or expense payments made to the Contractor and is not affected by any liquidated damages deducted by the Client.

**Contractor:** the party referred to as the Contractor in the Building Contract.

**Final Date for Payment:** the date, specified in accordance with clause 6.17, 6.18 and 6.19, by which a payment that is due shall be paid.

**Health and Safety File:** the file required by the CDM Regulations 2015, which contains relevant health and safety information needed to allow future construction works, including cleaning, maintenance, alterations, refurbishment and demolition, to be carried out safely.

**Notified Sum:** the sum set out in an Application for Payment/Invoice or in a default notice

**Other Client Appointments:** other consultant or services appointments which have been, or will need to be, made by the Client to enable the Architect/Consultant to undertake its work in connection with the Project.

**Party/Parties:** the signatories to the Agreement: the client and the Architect/Consultant described in **items A and B** of the Contract Details.

**Payment Notice:** an Application for Payment/Invoice that the Architect/Consultant issues to the Client, in accordance with section 8, showing the payment that the Architect/Consultant considers is due and how it was calculated.

**Practical Completion:** when the works are certified as having achieved ‘Practical Completion’ under the terms of the Building Contract.

**Principal Contractor:** a contractor appointed by the Client as Principal Contractor under the CDM Regulations 2015.

**Principal Designer:** a designer appointed by the Client as Principal Designer under the CDM Regulations 2015.

**Project:** as described in the Project Brief, **item D** of the Contract Details.

**Project Programme:** the Clients initial programme for the Project, as specified in **item D** of the Contract Details, and including any revisions made by the Architect/Consultant and approved by the Client.

**Schedule of Services:** the schedule specifying the Services and additional services to be undertaken by the Architect/Consultant in connection with the Project, which is incorporated into the Contract.

**Services:** shall mean the professional services to be performed by the Architect/Consultant specified in the Schedule of Services, Scope of Works, Duties and Activities provided to the Client including any preliminary advice given, and subsequently as defined in our fee proposal, which may be varied by agreement.

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1.0. **General Interpretation**

- 1.1. Where under a contract an action is required to be taken within a specified period, in calculating a period, a day shall be a calendar day and a date shall be a calendar date. When a period is calculated it shall exclude public holidays.
- 1.2. The provisions of the Contract continue to bind the Client and the Architect/Consultant as long as is necessary to give effect to the Parties' respective rights and obligations.
- 1.3. The Contract supersedes any previous agreement or arrangements between the Client and the Architect/Consultant in relation to the Services (whether oral or written) and represents the entire agreement between the Client and the Architect/Consultant in relation to the Services. All additions, amendments and variations to the Contract shall be binding only if agreed in writing by duly authorised representatives of both the Client and the Architect/Consultant.
- 1.4. If any clause or part of any clause of the Contract is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Contract and this shall not affect any other clause of the Contract, nor the validity of the remaining clauses of the Contract, which shall remain in force.
- 1.5. **Governing law**

The contract is subject to the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales
- 1.6. Subject to clause 3.1 and the Contract Conditions, to the extent that either Party processes personal data, as part of the Contract, the Party undertakes to do so in compliance with the General Data Protection Regulations (GDPR) and to keep such personal data in a secure technological environment.
- 1.7. **Conditions of Engagement**

The "Conditions of Engagement and Contract" shall apply to all of the Professional "Services" carried out by the practice on behalf of the Client. They shall constitute the sole contract between **bpArchitecture** Ltd and the Client until such time as they are replaced by a written, agreed, signed and subsequent "Professional Services Contract"

Where no formal contract is put in place, the Client Care letter, fee proposal, and these Terms and Conditions will form the contractual agreement between **bpArchitecture** and the Client.
- 1.8. Reference to the practice shall mean **bpArchitecture** Ltd [hereinafter referred to as bpA]
- 1.9. The Client confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other third party and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the practice only the losses, if any, it has itself suffered.
- 1.10. The scope, nature and requirement of the practice's services shall be strictly limited to that detailed on the Schedule of Services/Scope of Works.

All services shown as not included shall be regarded as additional, together with any additional services requested, the practice reserves the right to charge for these additional services. Charges shall be recoverable on a time charge basis levied at the practice's Staff charge rates, as set out in the Fee Proposal letter.

2.0. **Clients Responsibilities**

2.1. The Client shall:

- 2.2. . 1. Inform the Architect/Consultants of the Project Brief, the Construction Cost, the Project programme and the Services required and, as soon as reasonably practicable, of any subsequent changes required and agree steps to mitigate the consequences of such changes.
- . 2. Inform the Principal Designer of the project brief and the Services required and any subsequent changes required and agree steps to mitigate the consequences.
- . 3. Shall supply to the Architect/Principal Designer/Consultants in a timely fashion, without charge, all necessary and relevant information in the possession of the Client or any of the Client's Agents, consultants or contractors, or which is reasonably obtainable, and which the Architect/Consultant reasonably advises is necessary for the proper and timely performance of the Services, and the Architect/Consultant shall be entitled to rely on such information.
- . 4. The Architect /Principal Designer shall rely on such information provided by the Client as above. X  
The Architect/Consultant/Principal Designer shall not be liable for the consequences of any delays to the services arising from any failure by the Client or other Consultants to comply with these obligations.
- . 5. Give decisions and all necessary instructions, consents or approvals necessary for the proper and timely performance of the Services.
- . 6. **Staged Sign Off's or Gateways:** the Services will be performed using staged sign offs or gateways during the design stage of the project. The Client will be required to sign off each stage of the project so that the design team can progress to subsequent states. . x
- . 7. Advise the Architect/Principal Designer of the requirements and of any subsequent changes to the Services required. x
- . 8. Appoint or otherwise engage any Other Client Appointments required to perform work or services under separate agreements and require them to collaborate with the Architect/Consultant.  
The Client shall confirm in writing to the Architect/Consultant the work or services to be performed by any Other Client Appointments
- . 9. Hold the Other Client Appointments, and not the Architect/Principal Designer /Consultant, responsible for the proper carrying out and completion of the work or services entrusted to them under other Client Appointments.
- . 10. Hold the Contractor(s) appointed to undertake construction works, and not the Architect/Principal Designer/Consultant, responsible for the proper carrying out and completion of construction works, and for health and safety provisions on the site, in compliance with the Building Contract. x  
It is expected that contractors/builders appointed will be competent members of their profession.
- . 11. Where the Architect/Consultant is appointed as Contract Administrator for the Building Contract, the Client should not deal with the Contractor directly or interfere with the Architect's duties or actions under the building contract.
- . 12. The Client should not hold the Architect responsible or any instructions issued by the Client to other Consultants or the Contractor. X

13. The Client shall pay any statutory charges and any fees, expenses and disbursements in respect of any obligations for planning, building control and other consents.
- 2.2. The Client may issue reasonable instructions to the Architect/Principal Designer/ Consultant. The Clients' named representative, as indicated in item A of the Contract Details, shall have the full authority to act on behalf of the Client for all purposes in connection with the matters set out in the Contract. Subject to the Architect's right of reasonable objection. x
- 2.3. The Client acknowledges that the Architect/Consultant does not warrant:
- 2.3.1 That planning permission and other approvals from third parties shall be granted at all or, if granted, will be granted in accordance with any anticipated timescale
  - 2.3.2 Compliance with any project Programme and Construction Cost, which may need to be reviewed for, but not limited to:
    - a) Variations instructed by the Client
    - b) Fluctuations in market prices
    - c) Delays caused by any Other Client Appointments, the Contractor or any other factor that is not the responsibility of the Architect/consultant under the contract
    - d) The discovery at any time of previously known factors which are not reasonably foreseeable at the date of issue of the Contract.
  - 2.3.3 the competence, performance, work, services, products or solvency of any Other Client Appointments or the Contractor.
- 2.4. The Client acknowledges that the Principal Designer does not warrant:
- 2.4.1 Compliance with the Project Programme and construction Cost, which may need to be reviewed for, but not limited to
    - a) Variations instructed by the Client
    - b) Delays caused by any Other Client Appointments, the Contractor or any other factor that is not the responsibility of the Principal designer under the contract
    - c) The discovery at any time of previously unknown conditions which were not reasonably foreseeable at the date of the Contract
  - 2.3.2 The competence, performance, work, services, products or solvency of any other Client appointments or the Contractor.
- 2.5. The Client shall not disclose confidential information unless:
- 2.5.1 Disclosure is necessary to take professional advice in relation to the Contract or the Services
  - 2.5.2 It is already in the public domain other than due to wrongful use or disclosure by the Client
  - 2.5.3 Disclosure is required by law or because of disputes arising out of or in connection with the Contract
  - 2.5.4 The Client shall pay all fees, expenses and disbursements due under the terms set out in clause 6

### 3.0. **Architects Responsibilities**

The Architect shall:

- 3.1. In the performance of the Services, and discharging all the obligations under the contract, the Architect/Consultant will exercise the reasonable skill, care and diligence to be expected of an Architect/Consultant experienced in the provision of such services for projects of a similar size, nature and complexity of the project. Notwithstanding anything that may appear elsewhere to the contrary, whether under this Contract or otherwise the Architect/Consultant'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 Architect/Consultant any greater duty than the exercise of such reasonable skill, care and diligence.
- 3.2. The **Architect** shall:
- 3.2.1 Perform the Services with due regard to the Project Brief
  - 3.2.2 Inform the Client of progress in the performance of the Services and, upon becoming aware, of any issue that may materially affect the Project Brief, Project Programme, Construction Cost or quality of the Project, and any information, decision or action required in mitigation.
  - 3.2.3 Inform the Client of a need to make any Other Appointments to perform work in connection with the Project and/or any information, decision or action required from the Client or Other Client Appointments in connection with the performance of the Services.
  - 3.2.4 Act on behalf of the Client in the matters set out in the Contract or in relation to any project procedures agreed with the Client from time to time, subject to the Clients prior written approval.
  - 3.2.5 If acting as Contract Administrator for the Building Contract, exercise impartial, fair and independent judgement when acting as an intermediary between the client, the Contractor and any other party.
  - 3.2.6 Collaborate with any Other Appointments named in the Contract Details or any other parties who might reasonably be expected to perform the work or services and, where indicated in the Services, the Architect/Consultant shall co ordinate relevant information received from such persons with the Architect/Consultant's design, but the Architect/Consultant shall not be responsible for the content of the information received. x
  - 3.2.7 Make no material alteration to the Services or an approved design without the prior written consent of the Client, except in an emergency, whereupon the Architect/Consultant shall confirm actions to the Client without delay.
  - 3.2.8 Provide advice on compliance with statutory requirements, liaising with other Consultants where specialist advice is required. x
- 3.3. Subject to clause 3.4 the Architect/Consultant shall have the right to publish photographs and other information relating to the Project, and the Client shall give reasonable access to the Project for this purpose for 2 years after Practical Completion.
- 3.4. The Architect/Consultant shall not disclose Confidential information unless:
- 3.4.1 Disclosure is necessary for the proper performance of the Services, or in order to take professional advice in relation to the Contract or the Services, or in order to obtain/maintain insurance cover as required by the Contract.
  - 3.4.2 It is already in the public domain other than due to wrongful use or disclosure by the Architect/Consultant

3.4.3 Disclosure is required by law or because of disputes arising out of or in connection with the Contract.

3.5. As Architects we are registered with the Architects Registration Board and the Royal Institute of Architect's. We are required to practice in accordance with the professional codes of conduct of these institutions. x

3.6. This practice being registered as Chartered Architects operates and upholds the quality management procedures set out by the RIBA. x

4.0. **Principal Designer Responsibilities**

The Principal Designer shall:

4.1. In the performance of the Services and discharging all the obligations under the Contract, the Principal Designer will exercise reasonable skill, care and diligence to be expected of a Principal Designer experienced in the provision of such services for projects of a similar size, nature and complexity o the Project.

Notwithstanding anything that may appear elsewhere to the contrary, whether under the Contract or otherwise, the Principal Designers 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 Principal Designer any greater duty than the exercise of such reasonable skill, care and diligence.

4.2. Where bpArchitecture are appointed as Principal Designer any Fee for such service will be quoted as:-

- a) an itemised element in any Domestic Services projects
- b) as Separate Fee for any Commercial and Public Services projects [including residential developments].

Where our fees do not specifically state that Principal Designers Services are included these are excluded from our role.

4.3. The Principal Designer Shall:-

- 19. 1. Perform the services with due regard to the Project Brief
- 19. 2. Inform the Client of progress in the performance of the Services and of any information, decision or action or of any health and safety issue that may materially affect the delivery of the project
- 19. 3. Inform the Client of any information, decision or action required from the client or other Client Appointments in connection with the performance of the Services
- 19. 4. Collaborate with any Other Appointments named in the Contract Details or any Other parties who might reasonably be expected to perform work or services and, where indicated in the Services, coordinate relevant information received from such persons with the Principal Designers Services, but the Principal Designer shall not be responsible for the content of the information received.
- 19. 5. Make no material alteration to the Services or an approved design without the prior written consent of the Client, except in an emergency, whereupon the Principal Designer shall confirm such actions to the Client without delay.

4.4. Subject to clause 4.5 the Principal Designer shall have the right to publish photographs and other information relating to the project, and the Client shall give reasonable access to the Project for this purpose for up to 2 years after Practical Completion.

4.5. The Principal Designer shall not disclose confidential information unless:

- 1. Disclosure is necessary for the proper performance of the Services, or in order to take professional advice in relation to the Contract or the Services, or in order to obtain/maintain insurance cover as required by the Contract.

2. It is already in the public domain other than due to wrongful use or disclosure by the Principal Designer

3. Disclosure is required by law or because of disputes arising out of or in connection with the Contract.

4.6. **Building Safety Act**

x

It should be noted that since the Government introduced the Building Safety Act in June 2022, the requirements for Principal Designers Services and Architects Inspection Services have increased in order for us to fulfil the Building Safety Act and our resultant PI Insurance requirements.

4.7. The Client/Contractor is now required to provide photographic evidence of all construction junctions whilst construction works are being carried out in order to provide proof that the building meets with all regulatory standards.

X

4.8. The Architect/Principal Designer and other appointed Consultants should be appointed to make regular inspections to verify that the Building is being constructed in accordance with Design drawings and information.

X

Where the work on site deviates from the drawings the Consultant cannot be held responsible for defective workmanship or construction defects, or changes to the Design, or design liability for that element of the design. Contractors need to be aware that changes will affect the Clients rights and Liability would pass to the person making or instructing the design change.

No changes should be made to the layout, design or structure without first checking that the change does not affect the design.

4.9. Building control /the Building Safety Regulator now require drawings to be submitted for Plan check approval and signed off before any works can be registered and commence on site. The Building Notice route has been ceased. This is to ensure that a design is available and has been checked before works are carried out on site.

X

4.10. Builders and Contractors and Trades now need to be registered and only carry out the work that they are competent to do

X

4.11. Building control Officers now need to be registered and Licenced to carry out Inspections and only Inspect the work they are competent to inspect.

X

4.12. Designers Inspection work such as us as Architects and Principal Designer or Civil and Structural Engineers will need to prove competence with CPD and registration and reprove this competency with their relevant body

X

5. 0. **Assignment, Sub Contracting, Novation and Third Party Rights**

5. 1. Neither the Architect/Consultant nor the Client shall at any time assign the benefit of the Contract or any rights arising under it without the prior written consent of the other.

5. 2. The Architect/Consultant shall not subcontract performance of any part of the Services without the prior consent of the Client, and such consent shall not be unreasonably withheld or delayed. Any such sub contracting shall not relieve the Architect/Consultant of the responsibility for carrying out and completing the Services in accordance with the Contract.

Such consent shall not be required for agency or self employed staff employed by the Practice.

5. 3. This agreement is for the sole benefit of the parties.

x

Any terms, conditions and /or other provisions of this agreement which make reference to third parties shall not confer benefits and are not to be construed as conferring benefits upon such third parties pursuant to the Contracts (Rights of Third Parties) Act 1999.

It is not the intention of the parties that any term or condition of this agreement should be directly enforceable by any person other than the parties to this agreement.



5. 4. Unless any part or all of the Agreement is transferred with consent to another person, nothing in this Agreement shall confer or purport to confer on any third party, and benefit or right to enforce any term of this Agreement.
5. 5. Nothing in the Conditions of Engagement and Contract confers or purports to confer on any third party any benefit or right to enforce a term of the Conditions of Engagement and Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.  
There is no intention to grant rights to third parties pursuant to the Contracts (Rights of Third Parties) Act 1999, other than to lawful assignees.
5. 6. Nothing within these Standard Terms and Conditions shall be regarded as a commitment by the Practice to accept or adopt or participate in the novation or transfer of this agreement to any third party, except where an agreement has been reached between us as part of the Contract Agreement. x
5. 7. Where any novation of the Contract is required, the Architect/Consultant should be notified of the intention to do so and at what stage before commencement of Appointment so that provision may be agreed as part of Contract terms. x
5. 8. Where the Client intends to sell the Property after Construction is completed, the Architect/Consultant should be notified of the intention to do so before commencement of Appointment so that provision may be agreed as part of Contract terms. x
6. 0. **Fees**
6. 1. The Architect's /Principal Designers fees for performance of the Services and/or any additional services shall be calculated in accordance with this clause and as specified in the Contract Details.
6. 2. Which together with Client Care Letter/ Fee Proposal Letter, Separate Fee Schedule [medium and larger contracts], relevant Professional Services Contract, Schedule of Services and Confirmation of Appointment document, will form the Appointment Agreement between ourselves and the Client X
6. 3. The Basic Fee for performance of the Services shall be as specified in **item F** of the Contract Details and may be a combination of:- X
- . 1 A specified **percentage** of the Construction **Cost**.  
Until the actual cost of the building work is known, the percentages are applied to an estimate of the Construction cost, the latest Cost Plan, or once a Contractor is appointed the Building Contract sum.  
The total fee shall be adjusted based on the final Construction Cost on completion of the Services.  
The cost shall exclude VAT, fees and any claims made by or against the Contractor.
- . 2 A **separate percentage** specified for each RIBA Plan of Work Stage applied to the Construction Cost at the end of the previous stage.
- . 3 **Fixed Fee:** A Specified lump sum or sums
- . 4 **Time Charged** work ascertained by multiplying the time reasonably spent in the performance of the services by the specified hourly rate for the relevant personnel, as set out in **item G** of the Contract Details.  
Time 'reasonably spent' includes the time spent in connection with performance of the Services in travelling from and returning to the Architects office.
- . 5 Any other agreed method

6. 4. Where a **Fee is set at a fixed rate**, the fixed rate fee will be applied only to the services stated as included in the fixed fee offer. x  
 All variations to the services to be provided together with additional works instructed will be chargeable at our standard hourly rates plus VAT.
6. 5. Where a **Fee is calculated on a percentage** basis, the percentage or percentages stated in the Letter of Appointment shall be applied to the final cost of the building work, excluding VAT, fees and any claims made by or against the contractor or contractors. The percentages will be applied to the current cost plan/estimate, or accepted tender, or the contract sum until the final contract sum has been ascertained. x  
 The Fee will be realigned to the Cost Plan or Project Budget at end of Stage 2, Cost Plan or Project Budget at end of Stage 4, Agreed Tender Sum prior to Start on Site, and Certified Valuations during Stage 5, with a Final realignment at Stage 6 Agreement of Final Account.
6. 6. **Travel Time** – Where travel time is less than 20 miles from this office, we will include mileage and travel time within any fixed fee for a specific workstage quoted x  
 Where travel is greater than 20 miles from this office, we will quote a Travel time and Mileage as an item in the Fee proposal which would be used as a multiple charge for any meetings requested during the contract.
6. 7. **Mileage** is charged at 50p per mile, or other rate advised by the government. x
6. 8. All payments due are to be paid in UK Sterling. x
6. 9. **Charge Out rates /Annual Review** X  
 The scale of hourly staff charge out rates will be amended annually, and will be updated to reflect changes in Employment terms, Hardware and Software Costs, Overheads, PI Insurance and other Industry market conditions which affect our costs.
6. 10. **Additional Fees**  
 The Basic Fee shall be adjusted:
- . 1 Including due allowance for any loss and/or expense, if material changes are made to the Project Brief and/or the latest approved estimate of the cost of the building work and/or Project Programme save to the extent that
  - . 2 Where percentage fees in accordance with clause 6.2.1 and 6.2.2 apply, to compensate the Architect for any reduction of the Construction Cost arising solely from deflationary market conditions not prevailing at the date of the Contract.
  - . 3 If the Client instructs a reduction in the Project Brief during the performance of the Services, or there is a reduction in the Construction Cost due to deflationary market conditions, the figure to which the percentage Basic Fee shall be applied, up to the date of the instruction or reduction, shall be the current professionally prepared estimate of the Construction Cost or the lowest acceptable tender (whichever is later) immediately prior to the instruction or reduction.
  - . 4 Where there is a reduction in the Project Brief during the performance of the Services or the Project Brief is adjusted, the Architect would charge for the time associated with changes to drawings and information prepared to date to reflect the amended brief. x
  - . 5 Additional fees shall also apply where the Architect/Principal Designer is involved in extra work/out of sequence work or incurs extra expense, including requests by clients, Local Authority or other Consultee to amend layouts, details and design.
6. 11. Subject to clause 6.10, if the Architect/Principal Designer is involved in extra work or incurs extra expense for reasons beyond the Architect/Principal Designers reasonable control, additional fees shall be calculated on a time basis in accordance with clause 6.2.4 at the rate(s) set out in **item G** of the Contract Details.

Matters in relation to which the Architect/ Principal Designer shall be entitled to additional fees include, but are not limited to, where:

- . 1 The cost of any work, installation or equipment, in connection with which the Architect/ Principal Designer performs Services, is not including in the Construction Cost.
- . 2 The Architect/ Principal Designer is required to vary any service already commenced or completed or to provide a new design after the Client has authorised development of an approved design
- . 3 The nature of the Project reasonably requires that substantial parts of the design are not completed or that they are specified provisionally or approximately before construction commences.
- . 4 Performance of the Services is delayed, disrupted or prolonged.

6. 12. The Architect/ Principal Designer shall inform the Client when aware that clause 6.9 shall apply.

Clause 6.9 shall not apply to the extent that any change or extra work or expense arises from a breach of the Contract by the Architect/ Principal Designer.

6. 13. The Client shall reimburse the Architect/Consultant for expenses and disbursements in the manner specified in **item H** of the Contract Details.

6. 14. Where the Architect/ Principal Designer is instructed by the Client to invite a tender or tenders for work or services in connection with the Project but no tender is submitted or accepted, the Architect shall be entitled to fees due up to and including receipt of tenders based on the construction work or that part of it relating to the Services current at date of the tender.

6. 15. **Records: Time**

x

The Architect shall keep and make available on request records of any time spent on Services charged on a time basis.

If you require time records to be kept and submitted on any projects, this needs to be advised at the outset of a project. We use an Hours Tracker application to record any time records where this service is requested.

We use an Hours Tracker app to record time, however if these records are to be issued on any project on a regular basis we would need to increase the level of detail to identify activities relative to a time period

6. 16. **VAT:** In addition to the fees and expenses, the Client shall pay any VAT chargeable on the Architect/principal Designer fees and expenses.

6. 17. From 1 October 2023 bpArchitecture de-registered for VAT.

Should we reach the VAT Threshold in the year, VAT will be added to any Fees from the registration point .

6. 18. VAT on Consultants Services, specialist Services and Expenses procured through us

Will be passed on to Clients where these are not paid direct by the Client

Refer to clause 7.16 And 7.17

7. 0. **Expenses and Disbursements**

7. 1. The Client shall reimburse the Architect/Principal Designer/Consultant for expenses and disbursements in the manner specified in **item H** of the Contract Details

7. 2. **Records: Expenses**

The Architect shall maintain records of any expenses and disbursements to be reimbursed.

The Architect/Consultant shall make such records available to the Client on reasonable request.

7. 3. Expenses and disbursements to be reimbursed at net cost plus admin charge of 5% to cover administration time to procure and obtain the items.

7. 4. **Printing**

We include within our fee all reasonable A4 printing costs.

In house A3 Print costs for drawings and Large volume A4 and A3 printing will be charged to cover the cost of paper and ink.

7. 5. **Large Scale Prints**

We use an outsourced print service based in Tunstall, Stoke on Trent

Copies of any A2, A1, A0 and larger prints, plus volume A4 and A3 printing, bound reports etc will be chargeable at cost + 5% handling fee

All prints at A2 and above and any specialist printing, colour printing, binding, laminating are carried out by an outsourced printing company. We incur travel time, mileage and cost to pick prints up from the printer.

Mileage would not be charged where Clients choose to pick up the prints themselves.

7. 6. **Mileage and Travel Time**

We include mileage and travelling costs for the Initial Site Survey visit/Site Analysis visit, in any quoted survey fee.

Any additional site visits/site inspections or meetings will be included only where stated in the letter of appointment.

Travel time and Mileage will be charged for all additional Meetings, Site Visits, over and above those stated in the initial appointment letter.

Mileage over and above the fee agreement we charge a mileage rate of 0.50p per mile. Such mileage rate will change if fuel costs/published fuel rates rise beyond this rate.

Travel time is charged at staff hourly rates.

7. 7. **Sundry Expenses**

Any additional expenses incurred will be quoted at the time they are instructed, required or raised, such as but not limited to:- OS mapping, historic mapping, sewer mapping, promotional material, brochure's, visual presentation images, mounted presentations, models, accommodation, subsistence, printing, contracts, discs, memory sticks, special postage, courier etc....

Expenses will be charged at net cost plus a handling charge of 5% to cover administration to obtain and procure documents.

7. 8. **Annual review of Expenses**

Rates for mileage, printing and Other Expenses shall be reviewed/ revised every 12 months in accordance with changes to the Consumer Prices Index, & external print providers pricing. There are some instances where providers of mapping, sewer and utilities mapping put up their costs to suit their overheads without notice. Any uplift and costs will be passed on to the Client.

7. 9. **Disbursements**

Our fee **excludes** disbursements.....

7. 10. Any disbursements made on your behalf, such as payments to the local authority for planning submissions or Building Regulations submission/inspection fees. At the time applications are made we will request payment is made direct to the Local Authority/Inspector.

Should we pay these on your behalf, they will be charged at net cost plus a handling charge of 5% to cover our time to administer, pay, finance, invoice and recover the fee.

#### 7. 11. **Planning Application Fees**

We do **not** include in our fee proposals the fees of Local Authority submission fees, and such like, these are to be paid by the Client. When the Planning Portal application is made the Client or Client Contact will be nominated to pay fees. The application will not be released to the Local Authority until the Portal Fees are paid, after which the Planning Portal releases the application to the authority for registration.

#### 7. 12. **Building Control Fees**

We do **not** include in our fee proposals the fees for Building Control Application fees, these are to be paid by the Client. The Client will be asked to accept the Building Control fee quote and can then either Sign and return the Initial Notice which implements the application or we can be asked to notify the authority on the Client behalf. Once the Initial notice is issued to the Authority this is the date at which All Applicable Regulations are governed.

#### 7. 13. **Consultants Fees**

We do **not** include in our fee proposals the fees for any consultants i.e. Structural Engineers, M&E Consultants, Quantity Surveyors, Planning Consultants etc.

We will recommend their appointment at the appropriate stage in a project where these services are required. Fees should be paid **direct** to the Consultant.

#### 7. 14. **Specialist Surveys and Reports**

We do **not** include for the fees of any specialist advisers and reports i.e. arboricultural reports, protected species survey, energy efficiency calculations, EPC certificates, Pressure testing. SAP calculations, SBEM calculations and such like; which may be requested by the local authority during the application process.

We will advise you of the requirements for these during the scheme design and detail design stages of the project. There are occasions when additional reports are requested after Planning Submission.

#### 7. 15. **Fee Quotes from Others**

We will obtain fee proposal quotes on your behalf and forward these to you for approval, when these are required. However, we would expect that the appointment of any consultant is an agreement between the Consultant and Client **direct**.

#### 7. 16. **Consultants and Specialist Fees**

We prefer that Consultants and Specialists are appointed and paid independently. This avoids on costs for Client and this practice, such as an uplift to our PI Costs and admin costs.

#### 7. 17. **Multi Disciplinary Services**

Where we are appointed to provide Multi Disciplinary Services under a framework or Multi services agreement, the addition of their fees would have an effect on our Turnover, and PI Insurance costs as our premiums are set based on the total practice turnover; including any fees passed through us to consultants. This would therefore increase the cost of our insurance premiums.

Where the Client insist that we procure Consultants and Specialists on their behalf including their fees, we will charge overheads to cover our admin time and cost, and will need to pass on their entire fee, plus VAT and charge for the admin costs, and the effect on our PI Insurance premiums.

#### 8. 0. **Consultant, Specialist and Third party Costs**

8. 1. Where third party services are contracted for by the practice in order to complete the work for the Client, the practice reserves the right to render interim invoices to recharge the cost associated with sub consultancy services and management of third party services to the Client with a 2% of fee mark up to cover Admin.

8. 2. The Client is responsible for the separate direct payment of Specialist, Local Authority/Approved Inspector fees for each project. We will advise you of the fee at the appropriate stage of the project.

8. 3. The Client is responsible for the separate direct payment of Consultant fees for each project.
- Unless fees are part of a Construction Consultancy framework agreement, where **bpArchitecture** are appointed as lead consultant. **bpArchitecture** reserve the right to include an Admin charge (up to a 5% of the fee) to administer
- Frameworks charge between 2 to 3% of the fee where projects are procured through a framework. We also recover our admin costs at 2% of the fee to cover managing the fee invoicing and the effect on our PI premiums. x
- We recommend that Consultants are appointed and paid directly to avoid on costs.
8. 4. **Framework Agreements and Sub Consultancy**
- Where services are contracted for by the practice utilising a framework agreement, the Client acknowledges that framework fees (charged as a percentage of the overall fee) will be built into the overall fee proposal.
- The included framework fees will always be stated on the fee proposal schedule, and the name of the framework agreement through which the services including sub consultancy services are being procured.
- NHS SBS Construction Consultancy Framework require us to pay a 3% of all fees generated
9. 0 **Payment Notices/ Applications for Payment /Invoices**
9. 1 The Architect shall issue Application for Payment/Invoice at regular intervals. These would normally be monthly or at completion of each work stage whichever is sooner. Intervals will be set out in **item I** of the Contract Details
9. 2 In the event of non-payment of any amount properly due to the Architect/Consultant under the Contract, the Architect/Principal Designer is entitled to interest on the unpaid amounts under the provisions of clause 10.7. The Architect/Principal Designer may:
- . 1 Suspend use of the copyright licence under the provisions of section 13
  - . 2 Suspend or terminate performance of the Services and other obligations under the provisions of clause 9
  - . 3 Commence dispute resolution procedures and/or debt recovery procedures.
9. 3 Each Application for Payment/Invoice shall comprise the Architect/Principal Designer account, setting out any accrued instalments of the fee and other amounts due, less any amounts previously paid and stating the basis of calculation of the amount specified, which shall be the Notified Sum. The payment due date shall be the date of the Architects/Consultants Application for Payment.
- Instalments of Fees shall be calculated on the Architects/Consultant's reasonable estimate of the percentage of completion of the Services or stages or other services or any other specified method.
9. 4 The Client shall pay the Notified Sum within the Application for Payment stated payment period of the date of issue of the relevant Application for Payment/Invoice (which shall be the final date for payment) unless:
- . 1 The Architect/Principal Designer has become insolvent (as defined in the Housing Grants, Construction and Regeneration Act 1996) at any time between the last date on which the Client could have issued the notice under clause 11.1 and the Final Date for Payment.
  - . 2 The Client has issued a notice under clause 11.1
9. 5 Payment terms will be stated on any Application for Payment/Invoices Issued as set out in **section 10** x
9. 6 The Client shall not delay payment of any undisputed part of the Notified Sum
9. 7 The Architect Shall submit the final Payment Notice for fees and any other amounts due when the Architect reasonably considers the services have been completed.

## 10.0. **Payment Terms**

- 10.1. The Client shall pay the Architect's accounts, including any additional fees, expenses, disbursements and VAT in accordance with payment terms stated on the Invoice issued.
- We will reclaim VAT paid on any expenses or consultants fees we incur and pass on to the Client
- 10.2. Payment shall become due on submission of the Application for payment/invoice thereafter and the final date for payment shall be:- x
- 7** days for contracts less than £100,000 in construction value and all Domestic extensions  
**14** days for contracts of less than ££250,000 in construction value, and all Domestic new dwellings  
**21** days for contracts of in excess of ££250,000 in construction value  
**28** days for contracts in excess of £2m in construction value.
- Calculated from the date of issue of Application for payment/invoices (not receipt of invoice).  
 The payment terms will be clearly stated on any invoice.
- 10.3. Consultants and Specialists should be paid direct by the Client unless the Services are procured as part of a Framework Agreement as a One stop Service. bpArchitecture reserve the right to add Administrative costs onto any fee proposals issued in this way to cover having to administer payment of Fees to consultants, and the resultant effect this has on our turnover and Pi Insurance premiums.
- 10.4. Where appointed as part of a Framework Agreement which we are leading, Clients will be required to pay fees **within 28 days** [the statutory terms] of the Framework Agreement to ensure that onward payment of Consultant's fees can be implemented. x
- bpArchitecture will pay sub-Consultants their share of any Fees due under the framework as soon as Client fees are paid. Delayed payments to bpArchitecture will also result in a delay of payment of sub Consultants fees.
- 10.5. Invoices will be issued electronically unless specifically agreed otherwise in writing.
- 10.6. **bpArchitecture's** accounts system will issue automatic reminders 14 days after payment is due and every 14 days until the Application for Payment/Invoice is paid.
- 10.7. Clients may request statements of account for all Invoices due on a monthly basis if their accounts system requires this. Such requests should be made in writing with the point at which statements are to be issued recorded.
- 10.8. **Payments affecting Issue of Information**
- Payment is due as dated on the Invoice, accounts must be settled in full before work can be carried out on subsequent work stages, including work carried out on other projects for the same Client.
- 10.9. The Architect reserves the right **not to continue** with Services for the next stage of the project until the fee for the previous stage of the project has been paid by the Client. x
- The Architect also reserves the right not to proceed with work on a separate project, where the fees/or proportion of same for another project with the same Client remain unpaid.
- 10.10. Any delay in payment of fees can and is likely to result in a delay to the flow of information on the project. We reserve the right not to move onto a subsequent stage of a project where fees for previous work stages are outstanding. We need to pay our Staff, and Office overheads and would prefer to work on projects where our clients pay their invoices on time. x
- 10.11. **bpArchitecture** reserve the right not to submit Planning and Listed Building Applications until the fee for Stage 3 of the project has been paid in full,  
 We will not release Building Regulation Plan Check Approval and/or Construction issue drawings until the fee for Stage 4 of the project has been paid in full.

We will not release any Reports or other Schedules, Specifications or Documents on any project until the relevant fee associated with the production of the report is paid in full.

Where reports and other documents are issued they will be heavily watermarked as DRAFT format until fees are paid.

10. 12. Where planning applications are submitted in good faith, and payment is not received for Stage 3 services within 14 days of the application being submitted **bpArchitecture** reserve the right to **withdraw** the submitted Planning application.
10. 13. Where payment is more than one months overdue, **bpArchitecture** reserves the right to charge a Compensation payment, and interest on overdue invoices, see clause 9.
10. 14. The liability of the Consultancy for any claim or claims arising out of or in connection with pollution or contamination is excluded.
10. 15. Any fee proposal/quotations we provide you will remain open for a period of six months, after which we reserve the right to amend them to reflect current market and staffing conditions.
10. 16. Unless otherwise agreed, these terms of business apply to any future instructions from you. Your continued instructions will amount to your acceptance of these terms and conditions of business.

#### **11. 0. Notification of Intention to Pay Less**

11. 1. If the Client intends to pay less than the Notified Sum, the Client shall give written notice to the Architect/Consultant not later than 5 days before the Final Date for Payment specifying:
- . 1 the amount the Client considers to be due on the date the notice is served
  - . 2 the basis on which that sum is calculated
  - . 3 the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it.
11. 2. The Client shall, on or before the Final Date for Payment, make payment to the Architect of the amount, specified in the written notice.
11. 3. If no such notice is given, the amount due and payable shall be the notified sum as stated due in the Application for Payment/Invoice. The Client shall not delay payment of any undisputed part of the account.
11. 4. If the Client issues such a pay less notice and the matter is referred to an Adjudicator who decides that an additional sum, greater than the amount stated in the notice of intention to pay less, is due, the Client shall pay that sum within 7 days of the date of the decision or the date which, in the absence of the notice, would have been the Final Date for Payment, whichever is the latter.
11. 5. The Client shall not withhold any amount due to the Architect/Consultant under the Contract unless the amount has been agreed with the Architect/Consultant or has been decided by any tribunal to which the matter is referred as not being due to the Architect/Consultant. All rights set-off at common law or in equity which the Client would otherwise be entitled to exercise are expressly excluded.
11. 6. If the performance of any or all of the Services and/or obligations is suspended or terminated, the Architect/Consultant shall be entitled to:
- . 1 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 suspension or termination to reflect any work undertaken but not completed at the time of suspension or termination and payment of any licence fee due under clause 6.



. 2 Reimbursement of any loss and/or damages caused to the Architect/Consultant due to the suspension or termination, except where the Architect/Consultant is in material or persistent breach of the obligations under the Contract.

11. 7. In the event that any amounts are not paid when properly due, the Architect/Consultant shall be entitled to simple interest on such amounts until the date the payment is received at 8% per year over the dealing rate of the Bank of England, current at the date that payment becomes overdue, together with such costs as are reasonably incurred by the Architect/Consultant [including costs of time spent by principals, employees and advisers) in obtaining payment of any sums due under the Contract. Any entitlement to interest at the specified rate shall also apply to amounts that are awarded in adjudication, arbitration or legal proceedings.

11. 8. The Client or the Architect/Consultant shall pay to the other Party who successfully pursues, resists or defends any claim or part of a claim brought by the other:-

- . 1 Such costs as are reasonably incurred (including costs of time spent by principals, employees and advisers) where the matter is resolved by negotiation or mediation
- . 2 Such costs as may be determined by any dispute resolution body to which the matter is referred

12. 0. **Late Payment**

12. 1. **Late Payment Interest**

Payment is due on delivery of our Application for Payment/Invoice to you.

If the bill is not paid within the period up to final for payment stated on the Application for Payment/ Invoice. Then at 28 days from delivery date we will exercise our statutory right to interest and compensation for debt recovery costs under late payment legislation terms.

12. 2. **Interest**

Interest shall be added to all amounts remaining unpaid thereafter and shall be calculated in accordance with the Late Payment Commercial Debts (interest) Act 1998 as amended and supplemented by the Late payment of Commercial Debts Regulations 2013 and the relevant reference rate plus the statutory rate of interest.

Interest is currently **8%** above the Bank of England base rate, charged per annum and applied on a daily basis [this will be adjusted to suit the interest rate at the time].

12. 3. A separate Invoice will be issued for Compensation and Late Payment Interest charges in accordance with the Late Payment Commercial Debts (interest) Act terms x

12. 4. We reserve the right to charge **[and will charge]** interest on **ALL** overdue amounts because we are required to pay VAT and Framework charges on all Sales on an Accounts basis from point of sale. x

This is in addition to expenses accrued as well as Staff salaries, Office overheads, Insurance and Finance Charges.

12. 5. We would also reserve the right to place any debt into the hands of a debt recovery agency following failure to pay within the specified period. x

All costs incurred by the practice relating to the engagement of third parties to collect monies owed to the Consultancy will be paid direct by the Clients.

12. 6. **Fixed Compensation Charge/Debt Recovery Cost:** based on incremental scale:- x

Debt Amount	Applicable Charge
Up to £999.99	£40
£1000 to £9,999.99	£70
£10,000 and over	£100

Recovery Charges would be charged for each attempt to recover the debt owed.

12. 7. The client may not withhold payment after the final due date for payment of any sum unless the Client gives not later than 7 days notice before such final date. The notice should be delivered in accordance with Section 11. X
13. 0. **Copyright and Licence**
13. 1. Subject to clause 13.3, the Architect shall own all intellectual property rights, including the copyright in the drawings and documents (including material in electronic format) produced in performing the Services, and this clause generally asserts the Architect/Consultant’s moral right to be identified as the author of such work.
13. 2. No part of any design by the Architect/Consultant may be registered under the Registered Designs Regulations 2001 by the Client without the written consent of the Architect/Consultant.
13. 3. To the extent that fees and other amounts due are paid in **full**, the Client shall have a licence to copy and use all drawings and documents provided by the Architect/Consultant in paper format **only** for purposes related to construction of **this Project** or its subsequent use or sale.  
They **may not** be used for reproduction of the design for any part of any extension of the Project or any other Project.
13. 4. The Client will not be granted a licence to obtain digital copies of drawings and models unless this is expressly part of the Appointment Agreement and a fee to extract, export and issue digital information has been agreed. In doing so the digital drawings and information should only be used for the purposes of this Project or its subsequent use or sale. \*
13. 5. Copying or use of the drawings and document which have been provided in either paper or digital formats by any Other Client Appointment providing services to this Project shall be deemed to be permitted under a sub-licence granted by the Client, whether such drawings and documents were issued by the Client or on the Client’s behalf.
13. 6. The Architect/Consultant shall be liable to the Client in respect of any reasonably foreseeable and fully mitigated expenses, losses or damages directly suffered by the Client as a result of the work of the Architect/Consultant being in breach of copyright or any other intellectual rights of any third party.
13. 7. The Architect/Consultant shall not be liable for any use of the drawings and documents which have been provided in either paper or digital formats other than for the purpose for which they were prepared and provided by the Architect/Consultant.
13. 8. If at any time the Client is in **default** of payment of any fees or other amounts properly due, the Architect/Consultant may **suspend or revoke** further use of the licence and any sub-licences for the drawings and documents to which the unpaid monies relate on giving 7 days’ notice of the intention to do so.  
Use of the licence may be resumed on receipt of such outstanding amounts.
13. 9. The licence shall stay in force, notwithstanding the expiry or termination of the Contract, unless it is suspended at the date of such expiry or termination.
13. 10. The Basic Fee for the performance of the Services shall include all royalties, licence fees or similar expenses for the making, use or exercise by the Architect/Consultant of any invention or design patents, etc for the purposes of performing the Services.
13. 11. The Client will only have a licence to use drawings for their intended purpose, ie drawings prepared for a Planning Application would only be valid for this purpose and should not be used for construction, as it will be necessary to add additional information to the drawings for the purposes of Building Regulation Approval, other Regulatory Approvals and Construction information. X
13. 12. Drawings produced for one Client are not transferable to another Client as our Appointment would rest with the original client, except where an assignment agreement under Clause 5.4 and 5.5 is in place. X

13. 13. Design /scheme drawings and technical proposals produced for one specific site **are not transferable** to another site, any such use would be subject to a separate Appointment and the charge of fees for use and transfer of the design and technical assessment to determine that the proposals are capable of use on another site. x
13. 14. Under no circumstances should a Client pass on copies of our plans to another party for use on another site, this would be a breach of Copyright. x
14. 0. **Intellectual Property Rights**
14. 1. All intellectual property rights and copyright associated with the practice’s services shall remain vested in and the property of the practice. A specific licence for use may be granted by the practice. Any such licence is to be strictly limited to issues with the project or services. The practice will not accept any liability whatsoever for any use of the materials for which the licence is granted for any purpose other than the original intent and project. In the event the Client is in default of payment due to the Practice such licence is immediately withdrawn and revoked. x
15. 0. **Architects/Principal Designers Liability**
15. 1. Actions or proceedings arising out of or in connection with the Contract, whether in contract or in tort, for negligence or breach of statutory duty or otherwise, shall not be commenced after the expiry of 6 or 12 years, depending on how the Contract was executed, from the date of Practical Completion or the date of completion of the last services whichever is the earlier.
15. 2. For contracts executed as a contract under hand [simple terms] the period of liability will be 6 years. x  
For Contracts executed as a deed the period of liability will be 12 years.
15. 3. Where the client does not sign the contract, or issue a contract for signature, our statutory duty shall be limited to **six** years. x
15. 4. Where the Client requires that a contract is to be executed as a deed the Client will need to notify the Architect that this is to be the case **before** the fee agreement as this will affect the Practices’ PI Insurance premiums due to the extended liability. The fee will be adjusted with a premium to reflect the additional financial exposure to the practice. x  
99% of contracts the practice enter into are simple contracts signed under hand and our PI Insurer takes this into account when setting annual PI premiums.
15. 5. In any proceedings:
- . 1 The Architects liability for loss or damage shall not exceed the amount of the Architect/Consultant’s professional indemnity insurance specified in **item J** of the Contract Details
  - . 2 No employee of the Architect/Consultant or any agent of the Architect/Consultant shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from the performance of the Services.
15. 6. “Personally liable” and “Individual” shall mean an employee or member of **bpArchitecture**.  
Any such employee or member includes any Staff member, Principal, Director or Consultant.
15. 7. **Net Contribution Clause**  
In respect of any claim by the Client under the contract, and without prejudice to the provisions of clause 15.5.1, the Architect/Consultant’s liability shall be limited to such sum as shall be agreed between the Parties or adjudged by the court to be the proportion of the loss to the Client caused by the Architect/Consultant’s failure to exercise reasonable skill, care and diligence in the performance of its duties under the Contract.  
This proportion is to be calculated on the basis that:

- . 1 All other consultants, contractors, sub contractors and other Client Appointments providing work or services for the Project are deemed to have provided to the Client contractual undertakings in respect of their work or services on terms materially no less onerous than those which apply to the Architect/Consultant under the Contract.
- . 2 There are deemed to be no exclusions or limitations of liability or joint insurance or co-insurance provisions between the Client and any other persons referred to in this clause.
- . 3 All the persons referred to in this clause are deemed to have paid to the Client such sums as would be just and equitable for them to pay, having due regard to the extent of their responsibility for that loss and /or damage, which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage
- . 4 Losses will be limited to reasonable cost of repair, renewal and/or refurbishment only and shall exclude liability for loss of profit, loss of use and consequential losses.

15. 8. **Standard PI Cover Projects £0 to £1m PI Cover**

Notwithstanding anything to the contrary the total liability of the Architect under or in connection with this appointment whether in contract or in tort or in negligence or breach of statutory duty or otherwise for each claim or series of claims arising from the same original cause shall not exceed the **sum of £1m** for any one claim or the **construction value** of the contract **whichever is the lesser**, on projects where design liability is not set by a signed professional consultancy contract.

15. 9. **Notifying our Insurers**

Clients should note that the Practice are required to notify their insurers details of all projects in excess of £500,000 construction value.

15. 10. **£500k to <£2m PI Projects**

The practice is required to notify our Insurer for any projects in excess of £500k in Construction value, we will disclose Client Name, Project Location, Project Sector Type and Sub Type, approx. Construction value, brief summary of the Works.

No additional fee would be charged with projects requiring up to £2m in PI cover.

15. 11. **Setting Liability and the Level of PI Cover**

Clients should note that our PI Insurer will apportion risk for Design liability between the consultants involved in the design. There are clients mistakenly setting the PI liability requirement for each consultant to match the full construction cost, which will affect the total fee outlay of the Client and is a waste of fee outlay, when in a court situation Insurers look at the 'spread' of risk and liability between the consultants, Contractor and Specialist contractors involved in the design. For instance, we do not design cladding, or steel and so liability for the design of these elements are carried by the relevant consultant etc.

15. 12. **£2 to <£5m PI Projects**

Furthermore where contracts are in excess of £2m PI, and fall under our **£3m PI excess layer** and require up to £5m PI. Any Claim will be limited to a max £5m or the construction value whichever is the lesser, taking note of any exclusions to cover our insurers set. .

**bpArchitecture** are required to provide our insurers with the Construction value, programme, Scope of Works and the Practices involvement in such projects, and name other Consultants involved in the Design.

**bpArchitecture** will identify an additional fee included in the overall Fee charged to cover the additional PI insurance cover premium relevant to such projects.

15. 13. **>£5m to £10m PI Projects**

x

Furthermore where contracts are in excess of £5m PI, and require up to £10m PI value, bpArchitecture would need to further notify their insurers to have such projects covered under an additional excess layer of £5m bringing cover up to max £10m PI cover. Any Claim will be limited to a max £10m or the construction value whichever is the lesser, taking note of any exclusions to cover our insurers set.

bpArchitecture are required to provide our insurers with more extensive detail on such projects, and our Insurers charge additional PI premiums to cover such projects for the period of liability.

bpArchitecture will identify an additional fee included in the overall Fee charged to cover the additional PI insurance cover relevant to such projects.

Note: It should be noted that from 1 August 2024 bpArchitecture will no longer carry the £5m excess layer for cover up to £10m premiums for cover are no longer affordable and exclude any cover for fire safety.

15. 14. It is the responsibility of the Client to notify the Architect the extent of PI cover required during the Appointment agreement stage of the project before any work commences.

x

This is to ensure that the relevant notifications to our Insurers are provided, and the relevant fee is apportioned to our PI liability and the resultant effect on our PI premiums for the PI life of the project.

15. 15. **Architect's Continuing liability**

Architects are subject to the disciplinary sanction of the Architects Registration Board in relation to unacceptable professional conduct or serious professional incompetence.

16. 0. **Professional Indemnity Insurance**

16. 1. The Architect/Consultant shall maintain, until the expiry of the period specified in clause 15.1 and 15.2 professional indemnity insurance with a limit of indemnity not less than the amount or amounts specified in **item J** of the Contract Details, provided such insurance continues to be offered on commercially reasonable terms to the Architect/Consultant at the time when the insurance was taken out or renewed.

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

16. 2. The Architect/Consultant shall inform the Client as soon as practicable upon becoming aware that such insurance ceases to be available on commercially reasonable terms or, subsequent to the date of the Contract, any restrictions are attached to the policy or an aggregate limit applies to any matters other than those specified in the contact Details in order that the Architect/Consultant and the Client can discuss the best means of protecting their respective positions.

16. 3. Where we are working with Sub consultants under a Framework agreement, the Consultant will be required to provide us with copies of their current Professional Indemnity Insurance cover and other insurances on an annual basis to comply with the terms of the Framework agreement/ Contractual Agreement for Multi-Disciplinary Contracts.

x

16. 4. The consultants and any specialist advisers shall maintain professional indemnity insurance in an amount sufficient to cover the Consultants liabilities hereunder, and public liability insurance provided always that such insurance is available at commercially reasonable rates and terms.

16. 5. **bpArchitecture Limits of Liability: PI Exclusions**

This section will be updated annually where our Insurers apply any changes to our policy.

16. 6. **Asbestos**

x

The Architect/Consultant is not responsible under this agreement or otherwise for advising on matters wholly, partly, directly or indirectly arise out of or result from asbestos or other deleterious material (including without

limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any products or waste that contain such deleterious materials).

16. 7. Notwithstanding anything to the contrary in the Conditions of Engagement and Contract, the liability, of the Practice under or in connection with the Conditions of Engagement and Contract whether in contract or in tort (delict), in negligence, for breach of the statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in the aggregate the sum of **£250,000** or in aggregate a multiple of ten times the total of the fees payable to the Practice by the Client, whichever is the lesser. x

16. 8. **Pollution**

The Architect/Consultant is not responsible under this agreement or otherwise for advising on matters which wholly, partly, directly or indirectly arise out of or result from pollution (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation. In all instances a specialist consultant would be appointed by the Client. Any claim arising would be limited to £1m in the aggregate in respect of claims arising from pollution.

16. 9. **Professional Indemnity Endorsements**

Our PI Policy currently stipulates the following endorsements as set out in our Policy documents. x

16. 10. **Cyber and Data Protection Law Endorsement**

Loss, damage, Liability, claims, costs expense in connection with a Cyber Act, failure at interruption of service impacts a Computer system x

16. 11. **Basement Refurbishment Endorsement**

The Practices Professional Indemnity Insurance policy limits cover for basement work to **refurbishment** of existing basements only and excludes any claim or circumstance arising out of or in connection with the waterproofing or structural alterations of any basement. x

Work on basements in London is excluded in its entirety.

16. 12. **Fire Safety Exclusion**

From August 2020 to 31 July 2023 this was excluded in its entirety, x

From 1 August 2023 [along with other Architects with the assistance of the ARB and RIBA in helping PI Insurance companies understand what Architects are required to do to meet regulation requirements] we have been able to reinstate cover for buildings up to four storeys in height.

From 1 August 2023 for buildings in excess of four storeys in height, cover is limited to £250,000 in the aggregate

The Practices PI insurance policy stipulates that

Fire Safety: Exclusion

. 1 The PI policy excludes any claim, claim circumstances, loss, damage, liability, claimants costs, defence costs and expenses and/or other sums based on, arising out of or in any way connected to

a) Fire Safety or

b) the following matters :-

i) The combustibility, fire safety requirements or fire protection performance of any façade materials, roof materials, cladding, core, filler, composite, insulation, glazing, balconies, terraces, doors, hatches, signage, decorative panels, roof voids, roof cavities, chimneys, flues, external wall system and/or internal wall system of any building or structure, external roof system and/or internal roof system above the ceiling level of the upper-most storey of any building or structure, including but not limited to any component or material used for the external cladding or façades or roofs of any building or structure, insulation, and signage, and the manufacture, assembly, fixing or construction thereof;

ii) Any aspect of fire safety or fire performance of a building or structure; including but not limited to warning of fire, escape from the building or structure in the event of fire, fire spread, structural integrity, the provision of access and facilities to the emergency services and/or the provision of premises not fit for habitation

iii) Any aspect of fire safety or fire performance of a building or structure not falling within 1. or 2. above.

- . 2 However, notwithstanding the above this exclusion shall not apply in respect of any claim or claim arising from any Professional Business undertaken in relation to any building with four storeys (not including basements or mezzanine levels) or less above ground level, including the ground floor.

The following specific items shall apply to Fire Safety claims in relation to any building with four storeys or less above ground level:

- a) Aggregate limit

Notwithstanding the provisions of this policy the maximum amount payable in the aggregate in the policy period by the Insurer in respect of such claims or claims any claimants costs and any defence costs or any other sums payable under the Policy shall not exceed £250,000 which shall not be reinstated.

- . 3 Definition

For the purposes of this endorsement, it is agreed that the following definition will apply:

Fire safety shall mean any matter in any way related to the fire safety or the fire performance of a building or structure.

Retroactive Date

- . 4 The retroactive date shall be 1 August 2023.

16. 13. **Covid 19 /Pandemic Exclusion**

A Total exclusion for any claim, or circumstances, or loss or other matters arising out of, related to, connected to, or in any way involving Covid 19 or other pandemic.

17. 0. **Warranty**

17. 1. **Collateral Design Warranties**

No allowance has been made for the provision of Collateral Warranties under this appointment.

17. 2. Should a Contract require a Collateral Design Warranty this should be notified to us before signing of a Contract and Agreement of Fee, so that our Insurers can be notified.

17. 3. Should warranties be required an additional charge will be made for the time spent in vetting and completing these at a rate of £95 per hour, or other such hourly rate as advised by our PI Insurers at the time the request for vetting is made.

17. 4. Where the Appointment Contract signed requires a Collateral Warranty and an agreement to sign this is entered into. Any warranty signed will be subject to and shall include clauses for Contractual Liability Exclusion as set out in the practice's current PI Insurance terms.

17. 5. Where the Appointment requires a Collateral Warranty the Limits of liability named above shall be included in the limits clauses of the warranty.

17. 6. The following clause required by our Insurers will be included in the wording of the Warranty:-

'The Consultant shall be entitled in any action or proceedings by the beneficiary to rely on any terms in the Appointment and to raise the equivalent rights in defence of liability as it would have against the Beneficiary under the Appointment had the Beneficiary been named as joint client with the Contractor under the

Appointment. Notwithstanding any other provisions contained within this Deed, the Consultant shall owe no duty, obligation or liability to the Beneficiary if the Beneficiary had been named as joint client with the Contractor under the Appointment. ‘

17. 7. Our PI Insurers Solicitors will review and comment on and wording submitted.

X

## 18. 0. **Suspension or Termination**

18. 1. The Client may suspend or terminate performance of any or all of the Services and other obligations under the Contract by giving the Architect at least 7 days written notice stating the reason for doing so.

18. 2. The Architect/Consultant may suspend or terminate performance of any or all the Services and other obligations under the Contract by giving the Client at least 7 days written notice and stating the grounds on which it intends to do so. Such grounds are limited to:

- . 1 The Clients failure to pay fees or other amounts due by the Final Date for payment, unless where applicable, the Client has given effective notice under clause 11.1 of the intention to pay less than the amount stated in the Architect’s Application for Payment/Invoice
- . 2 The Client is in material or persistent breach of its obligations under the Contract.
- . 3 The Architect/Consultant is prevented from or impeded in performing the Services for reasons beyond the Architect/Consultant’s control.
- . 4 Force majeure
- . 5 Any other reasonable grounds for suspension or termination of the Contract.

18. 3. In the event of suspension or termination, the Architect/Consultant shall cease performance of the services and/or other obligations under the contract in an orderly and economical manner on the expiry of the notice period after receipt or issue of a notice of suspension or termination.

18. 4. If the reason for notice of suspension arises from a default:

- . 1 Which is remedied within the notice period, the Architect/Consultant shall resume performance of the Services and other obligations under the Contract within a reasonable period.
- . 2 Which is not remedied within the notice period by the defaulting Party, the Contract may be terminated by the non – defaulting Party giving at least 7 days’ further written notice.

18. 5. Where Services are suspended by either Party after serving notice under clause 17.1 or clause 17.2 and not resumed within 6 months, the Architect/Consultant has the right to treat performance of the Services as ended on giving at least 7 days further written notice to the Client.

18. 6. The direct or indirect effect of any period of suspension arising from a valid notice given under clause 17.1 or 17.2 shall be taken into account for the purposes of assessing the compliance by the Architect/Consultant with the Project programme.

18. 7. If at any stage you do not wish us to continue doing work or suspend working for a period of time, you must tell us clearly in writing.

18. 8. Performance of the Services and/or other obligations may be terminated immediately by notice from either Party if:

- . 1 The other Party becomes bankrupt or is subject to receiving or administration order, and /or goes into liquidation, and /or becomes insolvent (as defined in the Housing Grants, Construction and Regeneration Act 1996) and/or makes any arrangements with creditors.
- . 2 The other Party becomes unable to perform its obligations through death or incapacity.



18. 9. On termination of performance of the Services and/or other obligations under the Contract, a copy of any drawings and documents produced pursuant to the Services and not previously provided by the Architect/Consultant to the Client shall be delivered to the Client by the Architect/Consultant.
- Such delivery will be subject to the terms of the licence under clause 13.3 and payment of any outstanding fees and other amounts due plus the reasonable expenses of the Architect/Consultant.
18. 10. If circumstances arise for which **bpArchitecture** are not responsible and which we consider make it irresponsible for us to perform any part of the service, we shall be entitled to terminate the appointment by giving 7 days notice.
18. 11. The Architect/Principal Designer/Consultant shall be entitled to payment of any part of the fee for services satisfactorily performed together with any other amounts due at the date of any notice suspending or ending performance of any or all of the Services. x
- 19. 0. Dispute Resolution**
- 19. 1.** In the event of a dispute or difference arising under this Appointment, this should be in writing. We hope we shall be able to settle the matter by discussion and negotiation. x
- 19. 2.** In the event of a dispute, which proves unresolvable by discussion and negotiation, the Practice and Client jointly agree to an initial process of Mediation which, if unsuccessful, is to be followed by Adjudication. x
- 19. 3. Mediation**
- Subject to clause 17.2 the Parties may attempt to settle the dispute, in the first instance, by mediation as specified in **item K** of the Contract Details
- 19. 4. Adjudication**
19. 4. Either Party may give notice at any time of its intention to refer a dispute or difference to an Adjudicator.
19. 5. Referral of the dispute to an Adjudicator shall be made within 7 days of the issue of the notice.
19. 6. If the parties cannot reach agreement on a person to act as Adjudicator, either Party may apply for a nomination or appointment to be made by the Royal Institute of British Architects.
19. 7. The adjudication rules shall be stated in Item K of the Contract Details .
19. 8. The dispute may be referred by either party to the final resolution process, as set out in **item K** of the Contract Details.
- Details of the Consumer Contracts Adjudication scheme are provided on our website/resources page. x
- 19. 9. Arbitration**
- Where it is stated in item K of the Contract Details that arbitration applies as an alternative to litigation:
- . 1 Without prejudice to any right of adjudication, where in item K of the Contract details an arbitration agreement is made and either Party requires a dispute or difference (except in connection with the enforcement of any decision of an Adjudicator) to be referred to arbitration then that Party shall serve on the other Party a notice of arbitration to that effect and the dispute or differences shall be referred to a person to be agreed between the Parties. If the Parties cannot reach an agreement on a person to Act as Arbitrator within 14 days of the date on which the notice is served, either Party may apply for nomination or appointment to be made by the Royal Institute of British Architects.
  - . 2 The Client or the Architect/Consultant may refer to litigation any claim for a financial remedy which does not exceed the financial limit provided by order made under section 91 of the Arbitration Act 1996

. 3 In such arbitration the Construction Industry Model Arbitration Rules (CIMAR) current at the date of the referral shall apply

. 4 The Arbitrator shall not have the power referred to in section 38(3) of the Arbitration Act 1996.

19. 10. **Litigation**

Where it is stated in item K of the Contract Details that litigation applies, either Party may start court proceedings to settle a dispute.

20. 0. **Information Formats**

20. 1. When produced using CAD, BIM, Revit or other proprietary software, drawings and documents shall be provided to the Client in PDF format only, unless an alternative format has been agreed and set out in **item L** of the Contract Details.

20. 2. Without prejudice to the Architect/Consultant obligations under the Contract, the Architect/Consultant does not warrant, expressly or impliedly, the integrity of any electronic data delivered in accordance with the provisions of **item L** of the Contract Details

20. 3. The Architect/Consultant shall have no liability to the Client in connection with any corruption or any unintended amendment, modification or alteration of the drawings and documents in digital format which occurs after they have been issued by the Architect/Principal Designer.

**RIBA Clauses end**

21. 0. **Confidentiality**

21. 1. Neither party shall disclose to any other person any private or confidential information concerning the business of the other party unless so authorised by the other party. X

21. 2. Where Clients require confidentiality in relation to details for a specific project this should be disclosed on appointment. Where this is a requirement, we will limit any marketing or posts in relation to the project to text and images describing the project in brief with no Client details or exact location of the project. This will usually be on our Website, Facebook site or in Case studies prepared and issued for project marketing and tenders. X

22. 0. **Target Cost of Construction**

22. 1. **Target Cost**

The Architect cannot guarantee that any target or budget cost, or the programme will be met, particularly where approvals from other parties, such as planning permission, building regulation approval, listed building and conservation consent are required, nor the performance, services, work, or the products of others. X

22. 2. **Industry Issues**

Target and budget costs as well as programmes are often affected by materials supply, raw material supply, delivery and fuel prices, as well as issues caused by staffing, the pandemic and post pandemic operating procedures. X

All of which are out of the Practices hands.

22. 3. **Target Cost of Construction**

The initial Target Cost for a new build are based on the floor area of a property of this size /type set at current cost/m<sup>2</sup> standard construction basis; or Construction Cost advised by the Quantity Surveyor, Tender or Building Contract Sum. These will be identified in the fee letter if applicable/required. X

22. 4. Any Cost/m<sup>2</sup> figures we provide to our Clients are produced solely for the purposes of setting an estimate of Contract /Project value for the purposes of fee calculation and cannot be used in any commercial offer or as a confirmed budget for the project. X

22. 5. Where the Client requires Cost Analysis this would require the appointment of a Quantity Surveyor to provide a Cost Plan, Cost Consultancy and /or Bills of Quantities; subject to the type of project, these services should be procured by the Client separately and do not fall under bpArchitecture services. X
23. 0. **Quality Management**
23. 1. As a registered RIBA Chartered Architects practice, we are required to follow RIBA Quality Management procedures, this gives you the comfort that all dealings with this practice will be in accordance with the Professional Standards and Codes of our governing bodies and to stringent Quality Management procedures. X
24. 0. **Dealing with Others**
24. 1. **Planning Authority Local Authority Dealings** X
- The Architect cannot guarantee that, Planning, Listed Building, Conservation Area Consent/ approval will be achieved on any project.
24. 2. There are occasions where a client's specific requirements are at variance with national policy , or planning and design policy in a particular area, and subsequent amendments have been necessary following the submission of the scheme to the Local Authority, or indeed another application may need to be submitted. X
24. 3. We would use our best endeavours to avoid this at design stage, and would try to advise when difficulties could be anticipated. X
- We do, however, reserve the right to charge for our time amending or redrawing the proposal should it ultimately prove a necessity.
24. 4. We would draw your attention to the fact that Local Authorities now request an increasing amount of supporting documents to be submitted with Planning Applications, the exact extent of this information is subject to both National and Local requirements; but is also subject to the demands of Planning Authorities and officers. What one Local Authority may demand is not necessarily what an adjacent authority would equally demand. X
24. 5. The Architect cannot therefore guarantee that all supporting documents or information requirements will be known at the time an application is submitted. X
- We may from time to time suggest that we do not procure a specific document until the application has been submitted and an items necessity negotiated with the Planning Officer to avoid the cost to the project where practicable and possible.
- There are times when pre consultation with the Planning office would be prudent. However, there are a number of authorities who charge for pre application advice and at times waiting lists of 1-8 weeks to obtain such advice, dependant on policies and staffing levels of the authority.
24. 6. The Architect will liaise with other consultants to assist in obtaining supporting documentation, but cannot be held responsible for the time and extent that gathering such information may entail. The Client should note that the Planning Authority will not register a planning application until all supporting documentation they consider is required is received, together with payment of the Application fee. X
24. 7. **Planning Inspectorate Dealings** X
- Where it becomes necessary to Appeal a Planning or Listed Building Consent Decision, we will advise you of the implications and would need to charge for the time to prepare any appeal and the supporting documents and statements necessary to submit, together with any correspondence during the Appeal. Our charges for Planning Appeals or on an hourly basis as timescales would be an unknown.

Standard

Concise

Domestic

Principal Designer



24. 8. This may include recommending the appointment of a Planning Consultant to deal with specific Planning Policy issues, including our time to liaise with and support the Planning Consultant to act on your behalf. There are projects where policy issues would warrant this additional service. X
24. 9. **Building Regulation and other Statutory Approvals** X
- The Architect cannot guarantee that Building Regulation Approval will be simply achieved.
- It should be noted that additional costs may be incurred negotiating and signing off against the regulations. This practice has experience constructing buildings in many sectors and working with and anticipating the likely difficulties a project may attract.
- However, the Building Regulations and Other Statutory regulations are open to interpretation by each officer. Policy and regulation changes can affect the final outcome of a project, as well as the constraints of the Building, Environment, Site Conditions, Services, Other Consultants input.
24. 10. It should be noted where dealing with the refurbishment, extension and alteration of existing buildings, that there can be many factors which can develop during the course of a project which would require additional detailing, or changes to the specification and detailing initially envisaged. X
24. 11. Working on Buildings and Building Sites can be as a result of many factors such as cost, specification, manufacturer's requirements, LA requirements, site conditions, unforeseen/hidden elements usually when the ground or structures are opened up, building condition or construction uncovered during the works, and LA interpretation of the regulations, together with Consultee responses X
24. 12. bpA regularly carry out a programme of CPD to keep up with changes in Regulations, British Standards and Manufacturers specification requirements for the products we use and specify. X
- From time to time regulations and standards change and are updated during the course of the design process, and our technical drawings will need to be updated to suit changing standards.
24. 13. Where a Planning Application or Listed Building Application is submitted we will record the date that the application **was approved**, as for the purposes of Planning and Listed Building Consent compliance is set against planning regulations in force at the date of approval and not the date of submission. X
24. 14. Where a Building Regulation application is submitted, we will record the date that the **Signed Initial Notice** was issued to the authority, as for the purposes of regulatory compliance the regulations against which the project is assessed against are based on the date that the Signed Initial Notice was delivered to the Local Authority. X
- This would include receipt of payment for the Application Fee.
- This is important where new regulations are released during a project. The Government often set transitional periods for some new regulations to take effect, but in some cases regulations are issued without any transition period but would need to be acted on.
24. 15. We will obtain a Quote/or quotes for the Building Regulation Application during preparation of Stage 4 information. We would use the Plan Check and Inspection Fee route. The Plan Check Fee would be due on delivery of the Signed Initial notice, which is an important date. X
- The Inspection fee would not fall due until the date of first Inspection on site by the Building Control Officer.
24. 16. Works **should not start** on site until at least 5 days after Signing of the Initial Notice and Payment of the Fee. X
24. 17. The Building Control Office would require at least 2 weeks to Plan check drawings prior to works starting on site for small projects. X
- The plan check period would increase for medium scale projects, and increase further for larger scale projects. This is due to consultations the Building Control Officer would need to make with other officers such as Highways, Fire Authority, Police Authority.

24. 18. We do not recommend use of the Building Notice route where one single [larger] fee is paid when works start on site, without submission and plan checking of drawings. This can result in more cost to Clients as the Building Control Officer can ask for rectification of issues he finds on site. X
24. 19. We would also strongly recommend that you construct as drawn and do not vary materials, or detail on site as this may have an effect on the design or calculations produced and invalidate insurances. Or involve you in problems with the construction or use of the building in advancing time. X
25. 0. **Our Policies**
25. 1. All of our policies can be found on our website [www.bparchitecture.co.uk/pages/practice/practice\\_policy.html](http://www.bparchitecture.co.uk/pages/practice/practice_policy.html)
25. 2. **Email Policy** X
- Unless you withdraw your consent, we will communicate with you and others, where appropriate, by email, but cannot be responsible for the security of correspondence sent by these means.
- It is your responsibility to check that any incoming email and attachments (if any) do not contain viruses.
25. 3. **Storage of Paper and Documents** X
- After completing your project we are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. We will once all charges are paid send you the originals of any important documents for safe keeping.
25. 4. Clients should keep any Planning, Listed Building and Building Regulation Approval documents and Completion certificates safely as these will be required as part of the sale of any property/land for which they relate. X
25. 5. Once your project has completed on site all of the drawings and documents will be electronically archived until the expiry of the limit of our liability to you. X
25. 6. **Paperless Policy** X
- This office operates a paperless policy. We will only keep paper copies of documents whilst the stage of the project to which they relate is in progress. After this documents are stored electronically until all fees are paid and the limit of our liability has expired.
25. 7. We are required by the RIBA to keep drawings and documents for two years after completion of the Contract Limitation, which is 6 years where a contract is executed under standard terms, and 12 years where a contract is executed as a deed. X
- After this period has expired we have the right to destroy them.
25. 8. Should you request copies of any documents including electronic documents a charge will be made for any retrieval from archive, for time, and printing, copying and digital transfer. X
25. 9. **Other Practice policies** are available on our Website. [Practice Policy](#)
- Practice Staff Management Policies are available in our reception
26. 0. **Privacy and GDPR**
26. 1. **GDPR Privacy Policy** X
- Privacy is important to us. Our Privacy Policy covers what data we collect and how we use it, disclose, transfer and store your information.

26. 2. 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, sub Contractor, Supplier, Manufacturer
26. 3. **Use of Information:** Any information we collect may be used to:-
- Write to you via your supplied contact details, via email, or post
  - Respond to you about projects by email or telephone
  - The information you provide us with will be used to personalise our services to suit your individual or company's needs, for instance we Design Buildings to suit our Client's needs and aspirations.
  - To improve our website - we aim to improve our website and the information we publish so that it provides information on our projects and the services we provide.
  - From time to time we may send correspondence about our practice, news, or service information, or information on notable regulation changes.
- We Publish the Client and Consultants names on our websites and in tender Case Studies for all projects we provide case studies for.
- In certain cases we would market projects with a Project Code Name. Buildings are often renamed after completion.
- Where projects relate to private dwelling's we will publish these as Private Clients with a brief address to identify the project.
26. 4. **Personal Information** We Use:
- We use a variety of personal information depending on the services we deliver to you. For all our services we need your name, official address, contact details, to enter into a Contract with and Invoice you.
- We will initially ask for a specific site address to allow us to locate your premises /land and identify any planning constraints, locality constraints.
26. 5. **Financial Information**
- For some services we might need additional information for example:-
- Bank details for payments.
  - Information to allow us to check your identity and information about your credit history
  - Proof of identity – and money laundering
  - Fraud prevention, and to meet legal obligations
  - Any other information that is relevant to be able to provide the contracted services to you, meet or enforce legal obligation or where it is fair and reasonable for us to do so.
26. 6. **Medical or Disability Information**
- On some projects we may ask for information relating to medical or disability conditions for instance where we are designing buildings that need to be tailored to suit those needs, and the needs of occupants and visitors to a building we are designing.
26. 7. Further information on the information we collect and how we use it can be found in the Privacy Policies on our website :-
- [www.bparchitecture.co.uk/pages/policy/policy\\_privacy\\_general](http://www.bparchitecture.co.uk/pages/policy/policy_privacy_general)
- [www.bparchitecture.co.uk/pages/policy/policy\\_%20GDPR\\_Fair\\_Processing\\_Notice\\_Your\\_Rights](http://www.bparchitecture.co.uk/pages/policy/policy_%20GDPR_Fair_Processing_Notice_Your_Rights)
27. 0. **Notification to Us**



27. 1. Any notice given in connection with **bpArchitecture** 's appointment shall be in writing and given by sending the same by first class letter to the Client or **bpArchitecture** at the address below. Where notice is delivered by email in relation to Clause 10, 11, 12 or 17 this should include a request for receipt acknowledgment. x
27. 2. Where notifications are in relation to Confirmation of Appointment these should be delivered by Signing the Appointment document issued with the Fee proposal, this can be returned as a scanned copy by email or delivered post. x
- We will not commence services until we have written confirmation of appointment.
27. 3. Where notifications are in relation to additional services or variations to the Services we are providing you, these can be confirmed by email. Where given verbally by phone or at a meeting we will record the instructions in Meeting notes, Formal Minutes of Meetings or File Notes and keep these on file. x
- Where variations are given verbally where this is not in a formal meeting at which Meeting minutes are to be produced , we will reconfirm the instruction to you in writing, for formal recording purposes.
28. 0. **Acceptance**
28. 1. By receipt, and in the absence of a written declaration to the contrary, these “Terms and Conditions of Appointment”, as set out above, are accepted by the Client and deemed to constitute a contract between the Client and the Architect/Principal Designer/Consultant for the delivery of the Services. x
28. 2. If any term or conditions of this agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise enforceable, it shall be severed and deemed to be deleted from this agreement and the validity and enforceability of the remainder of this agreement shall not be affected or impaired thereby. x
28. 3. Your continued instructions to us will amount to an acceptance of these terms and conditions x
29. 0. **Contacting Us**
29. 1. If there are any questions about our Client Care Letters issued with Fee proposals, Professional Services Contract, Scope of Services, Scope of Works, the Terms and Conditions of Appointment, Privacy Policy, Other Policies you may contact the practice at : X
- 93 High Street Biddulph, ST8 6AB or by telephoning 01782 515 555
- For correspondence relating to practice management and the above via email using [info@bparchitecture.co.uk](mailto:info@bparchitecture.co.uk)
- Please note that this email address has junk filters set
29. 2. **Project Enquiries**
- Where you have a new project enquiry or are issuing instructions to us in relation to a project please use [web-enquiries@bparchitecture.co.uk](mailto:web-enquiries@bparchitecture.co.uk)
- Please note that this email address has junk filters set
29. 3. For all other **general enquiries** please use [enquiries@bparchitecture.co.uk](mailto:enquiries@bparchitecture.co.uk)