

Bluelime (The Architects Of London)

Terms & Conditions

Ref: BL/TC/281020 Rev E Dated: 9/1/23



1.0 Meetings

The following meetings have been allowed for in the Total Fee: Meeting 1 at Design Brief Review stage either after or during site survey. Due to changing covid restrictions and related pandemic issues, in the interests of safety, it may be necessary to have online video call meetings instead of face to face meetings.

2.0 Site Inspections

Site inspections are only carried out as part of the Project Management (Platinum) service or Design and Build Service as highlighted in Fees Section above and are every two weeks and on Practical Completion. Site inspections by the Architect/Consultant are not included and if required will be charged on a time charge basis as noted in section 3.

3.0 Time Charges

Director	£180/hr
Architect (RIBA Pt 3)	£150/hr
Lead Designer (RIBA Pt 1.2, equivalent)	£100/hr
Architectural Assistant	£80/hr
Structural Engineer	£180/hr
Project Manager	£150/hr

4.0 Hard Copy Drawings

Drawings will be issued in pdf format. 1 hardcopy set of planning drawings and 1 hardcopy set of Construction and Structural drawings are included in our service. Where additional hardcopy drawings are required the following charges will apply:

	A0	A1	A2	A3	A4
Colour	£6	£5	£4	£2	£0.80
B&W	£4	£3	£2	£1	£0.50

5.0 Payment

Invoices raised and to be paid in full on commencement of each service

6.0 Professional Indemnity Insurance

Amount in respect of each and every claim or series of claims from one cause £250,000. Excludes claims arising from cladding or fire related issues, asbestos, pollution, contamination, basement works, swimming pools, underpinning or other services highlighted in the additional services section 23.

7.0 Dispute Resolution

The preferred method for initial dispute resolution is Mediation whereby the parties will resolve disputes via mediation without prejudice to any other dispute resolution rights. After that Adjudication in accordance with the RIBA Consumer Contracts Adjudication Scheme. Final Dispute resolution will be by Arbitration. Selection and appointment of a Mediator, Adjudicator or Arbitrator will be made by the Architect/Consultant

8.0 Definition of terms

Architect/Consultant: the organisation the client appoints to perform the services

Nominated/Designated Client Contact: As a RIBA Chartered Architectural Practice this should be an RIBA Chartered Member. Currently this is Barry Stott-Brookes who can be contacted on 01322521026 or barrys@bluelimeprojects.com ARB Number 0720576 RIBA Number 12379722

Lead Architect: Is the designer appointed to undertake the project and is not necessarily an ARB registered Architect

Build Budget: a combination of the Client's target cost for the building works as specified in the Project Brief in the Service Agreement and what the Architect/Consultant believes the build may cost per m² and subsequently any budgets provided on any drawings or estimates provided to or approved by the Client or, where applicable, the actual cost of building the Project upon agreement or determination of the final account for the Project. The Build Budget does not include 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 Build Budget excludes VAT, professional fees, the cost of resolution of any dispute, the Client's 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. Builders costs can be difficult to predict or estimate and fluctuate based on many things such as workload at the time, quality, location, access to site etc. Any Build Budgets provided on and drawings, designs or documents are for guidance only and are exclusive of vat. Build Budgets exclude kitchen, bathroom, bedroom fittings supply & install; external works, retaining walls and underpinning landscaping, driveways, patios, tiling under floor heating, boilers & megaflo, replacement of existing windows, re-rendering, plastering and painting of existing surfaces, feature walls, light pelmets, special bulkheads, false walls, secret pocket doors, floor finishes, external lights, data cabling, intruder alarm, speakers, specialist LED lighting, loose furniture, fabrics. The Build Budget is not the Architect/Consultants estimate of how much the building work will cost. It is the Architect/Consultant understanding of the client's budget for the building work. The Architect/Consultant does not confirm whether this budget is achievable or not and cannot be held responsible if later design budgets, construction work, quotations by builders is greater. It is impossible to estimate the build cost accurately at this early stage and the Architect/Consultant cannot be held responsible for any inaccuracies or deviation from the Build Cost. The client hereby agrees to check they are happy with all budgets provided during the design phase and by moving to the next phase of the project in effect represents their acceptance that the build budgets are an approximate estimate and under no circumstances can the Architect/Consultant be held responsible for any inaccuracies or deviations of design budgets or builders quotations from the previous build budgets.

Building Contract: the contract between the Client and the Contractor for the construction of the Project.

CDM Regulations 2015: The Construction (Design & Management) Regulations 2015 as issued and amended by HSE

Client: The person identified in Section 1 of the Service Agreement who has authority to comply with all clauses and conditions within these Terms & Conditions and the Service Agreement

Confidential Information: all information relating to the Project and the Client's and Architect/Consultant's business and affairs which

either Party 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 Phase: the period of time beginning when construction work on a Project starts and ending when construction work on that Project is completed.

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

Fee: cost of the services excluding VAT

Final Date for Payment: the payment due date on any invoice issued by which a payment that is due shall be paid.

Frozen: the point in time when the client has approved a design or when the Architect/Consultant confirms to the client that a design has been approved by the client.

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 a Payment Notice or in a default notice.

Other Client Appointments: other consultant or services appointments which have been, or may 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 the Service Agreement

Payment Notice: an invoice issued to the client from the Architect/Consultant

Practical Completion: when the works are certified as having achieved 'Practical Completion' under the terms of the Building Contract OR when beneficial use of the property is obtained by the client.

Pre-construction Information: information in the Client's possession that has been provided to the Architect/Consultant or which is reasonably obtainable by or on behalf of the Client, which is relevant to the construction work and is of an appropriate level of detail and proportionate to the risks involved.

Pre-construction Phase: any period of time during which design or preparatory work is carried out for a project, which may continue during the Construction Phase.

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. This shall be the Architect/Consultant, if so selected in the Service Agreement.

Project: as described in the Project Brief in the Service Agreement.

Project Brief: the Client's requirements for the Project, as initially set out in the Design Report/Fee quote or as revised in the Service Agreement including any revisions made by the Architect/Consultant and approved by the Client.

Project Programme: target dates as set out in the Service Agreement. A maximum 6-month period is allowed from the Agreement date to a planning submission. After such time any outstanding amounts due will be paid to the Architect/Consultant by the client with any further works thereafter being quoted as a new service agreement with new fees.

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: the professional services to be performed by the Architect/Consultant specified in the Schedule of Services, which may be varied by agreement.

9.0 Clauses

9.1 General Interpretation

9.1.1 When calculating a period, a day is a calendar day, a date shall be a calendar date, a period shall exclude public holidays

9.1.2 The client and the Architect/Consultant will be bound by the terms of the contract as long as necessary for the respective rights and obligations to be effective.

9.1.3 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.

9.1.4 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 full force.

9.1.5 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.

9.1.6 Where the client has personal data relating to the Architect/Consultant the client will comply with the General Data Protection Regulation (GDPR) and will keep such personal data in a secure technological environment. The Architect/Consultant shall comply with the latest GDPR and Privacy policy as seen and updated from time to time on the Architect/Consultants website.

10.0 Clients Responsibilities

10.1 the client shall:

10.1.1 inform the Architect/Consultant of the Project Brief, Construction Cost/build budget, 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. The construction cost/build budget must be confirmed by the client before commencement of the design services by the Architect/Consultant. In the event the construction cost/build budget is not confirmed by the client prior to the Architect/Consultant commencing with the designs, any later re-design required to achieve a later provided construction cost will be charged on a time charge basis as set out in Section 3.

10.1.2 place the Other Client Appointments, and not the Architect/Consultant, responsible for the proper carrying out and completion of the work or services as instructed by the client.

10.1.3 provide the Architect/Consultant with information in the client possession 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.

10.1.4 to ensure they do not hold the Architect/Consultant responsible for the undertaking of the construction work but only hold the Contractor responsible in accordance with the building contract.

10.1.5 appoint other service providers/contractors as necessary for the Architect/Consultant to carry out their work and to appoint these service providers using separate service agreements and to confirm to the Architect/Consultant in writing the details of such appointments.

10.1.6 make decisions and give approvals as necessary for the proper and timely performance of the Services.

10.1.7 where not included in the Architect/Consultant basic fee within the service agreement pay any fees relating to local authorities such as planning and building control applications and other consents that may be required.

10.1.8 ensure the Architect/Consultant will not be held responsible for any other client appointments to service providers, authorities or contractors and such like.

10.1.9 where the Architect/Consultant is appointed as Contract Administrator/Project Manager for the Building Contract, not deal with the Contractor directly or interfere with the Architect/Consultant's duties under the Building Contract.

10.1.10 allow at least a 10% contingency amount in addition to the construction cost for unplanned/unforeseeable works. The Architect/Consultant will not be liable for any increase to the construction cost/build budget whether the additional work was foreseeable or not.

10.1.11 pay to the Architect/Consultant any additional fees on a time charge basis as set out in Section 3 for revising of designs after they have been approved by the client whether in writing or otherwise.

For the avoidance of doubt and in the absence of any obvious approval, designs submitted for planning permission are considered approved. Similarly, revisions to technical designs required after client approval whether in writing or otherwise will also incur additional fees on a time charge basis as set out in Section 3. For the avoidance of doubt and in the absence of any obvious approval, technical designs submitted for building control approval are considered approved.

10.1.12 not commence any works on site without ensuring the following:

10.1.12.1 Any planning conditions have been removed.

10.1.12.2 Building Control non conditional plan approval is in place.

10.1.12.3 If using approved inspectors that 5-day notice has been placed on the local authority.

10.1.12.4 Building Control have been notified at least 7 days in advance.

10.1.12.5 First site inspection date been confirmed to Building Control.

10.1.12.6 Notifying the Architect/Consultant if the client is unsure about any of the above. If unsure the client must email the Architect/Consultant requesting clarification. For the avoidance of doubt Item 1) above (Removal of planning conditions) is not included in the basic fee.

10.1.13 pay the Architect/Consultant any additional fees on a time charge basis as set out in Section 3 for further design revisions/amendments/options beyond the amount allowed for within the service package chosen.

10.1.14 ensure the contractor the client intends to use for the building works is a Master Builder/Main Contractor as defined by the Federation of Master Builders and building works will not be split into various subcontract packages where the client is directly responsible for each work package. In the event building works do get split into various subcontract packages whereby there is no Master Builder/Main Contractor appointed by the client, the Architect/Consultant will not be required to provide additional design information or answer queries during the build phase and the Architect/Consultant has the right to terminate the contract.

10.2 The Client accepts that the Architect/Consultant does not guarantee:

10.2.1 that planning permission, building control approval or any other approvals from other parties will be achieved nor that any approvals will be given within any timescales.

10.2.2 that time limits/dates within the Project Programme will be achieved nor that the Construction Cost/Build budget will be achieved, and which may need to be revised due to (and not limited to):

(a) client instructed variations.

(b) market price and time fluctuations.

(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 unknown factors which were not reasonably foreseeable at the date of the Contract.

10.2.3 the competence, performance, work, services, products or solvency of any Other Client Appointments or the Contractor.

10.2.4 that the construction cost/build budget is an accurate estimation of the likely build cost. Nor that any building budgets, estimates, construction costs provided by the Architect/Consultant or other service providers appointed by the Architect/Consultant are an accurate estimation of the likely build cost. Under no circumstances shall the Architect/Consultant be held liable for any inaccuracies or errors relating to building budgets, estimates, construction costs provided. This clause supersedes any clause to the contrary that may be contained within the building contract with the contractor.

10.3 The Client shall not disclose Confidential Information unless:

10.3.1 disclosure is necessary to take professional advice in relation to the Contract or the Services.

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10.3.2 it is already in the public domain other than due to wrongful use or disclosure by the Client.

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

11.0. Architect/Consultant's Responsibilities

11.1 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 to 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.

11.2 The Architect/Consultant shall:

11.2.1 perform the Services with due regard to the Project Brief.

11.2.2 inform the Client of a need to appoint other service providers to complete the project.

11.2.2 inform the client of any decision or action required to complete the project.

11.2.3 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 (but not dependent on) the Client's prior written approval.

11.3 Subject to clause 11.4, 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. The Architect/Consultant shall have the right to publish project information such as client name, address, construction cost, photographs and designs for marketing purposes unless the client specifically denies the right by emailing the Architect/Consultant directly. There is no time limit to such right unless the Client has confirmed a time restriction in writing.

11.4 For the avoidance of doubt the Client must clearly define in writing what they consider to be confidential information. In the absence of such a definition it is considered project information such as client name, address, construction cost, photographs and designs are not confidential information. The Architect/Consultant shall not disclose Confidential Information unless:

11.4.1 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.

11.4.2 it is already in the public domain other than due to wrongful use or disclosure by the Architect/Consultant.

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

12.0. Assignment & Sub-Contracting

12.1 The Architect/Consultant is permitted to sub-contract services to third parties to undertake services on behalf of the Architect/Consultant without having to inform the client or request permission from the client in advance.

13.0 Fees and Expenses

13.1 Fees for the agreed services shall be calculated in accordance with this clause and as specified in the Service Agreement

13.2 The basic fee for the agreed services shall be as specified in Section 7 of the Service Agreement and maybe any or a combination of:

13.2.1 The specified percentage or percentages applied to the construction cost. The construction cost will be considered as the latest estimate for the building works in their entirety that is apparent at the time until such time as the construction cost is confirmed within the building contract. The total fee shall be adjusted based on the final construction cost at completion of the services.

13.2.2 The separate specified percentages for each RIBA Plan of Work stage applied to the construction cost at the end of the previous stage.

13.2.3 The specified lump sum or individual sums for each service as indicated in section 7 of the Service Agreement. When this method is adopted and if the project increases in scope (e.g. single storey extension becomes single storey and a loft or say a double storey extension) additional fees will apply. Any such additional fee will be confirmed to the client before the additional service is undertaken and such additional fee will be paid in advance of the service being undertaken. If at any time the construction cost (whether estimated or actual) increases beyond £200,000+vat an additional fee of 5% of the total construction cost will be chargeable.

13.2.4 The time charges based on the actual time spent to undertake the service multiplied by the time charge amount confirmed in section 3 above. Actual time spent includes travel time to and from the Architect/Consultants office

13.2.5 Any other agreed method

13.3 The Basic Fee shall be adjusted:

13.3.1 in the event the project brief increases in scope. (Conversely and for the avoidance of doubt the basic fee will not be adjusted if the project brief decreases in scope).

13.3.2 in the event the construction cost (whether estimated or actual) increases

13.4 If the Architect/Consultant incurs extra work and therefore cost for reasons beyond the Architect/Consultants reasonable control, additional fees will be applied on a time charge basis as set out in Section 3 above unless individual lump sum fees have been agreed. Such matters where the Architect/Consultant maybe entitled to additional fees include (but are not limited to):

13.4.1 the cost of any work, equipment or installation or service in connection with the Architect agreed services is not included in the construction cost.

13.4.2 the cost of any work where the Architect/Consultant is required to vary any service or design after the service or design has already commenced or after a design is considered frozen.

13.4.3 the cost of any work where the Architect/Consultant must carry out additional design services as a result of advice or instruction from a third party such as the local authority. This includes an event where a planning application has been rejected by the local authority. In such an event where the Architect/Consultant must carry out additional designs and make further planning applications, time charges as set out in Section 3 will be applied and must be paid in full by the client to the Architect/Consultant prior to the design services being commenced.

13.4.4 the cost of any additional work as a result of the Architect/Consultant being instructed by the client to undertake any particular part of the agreed services earlier than planned or agreed. For example, it is often requested for Structural designs, calculations and construction drawings to be completed prior to receiving planning permission from the local authority. In the event any such designs require amending due to a planning rejection, the work involved will be charged to the client as a time charge as detailed in section 3. Payment for these services will be made by the client to the Architect/Consultant prior to the work being commenced.

13.4.5 the nature of the project reasonably requires that parts of the design are not completed or that they are partly designed or are considered provisional or approximate before construction commences.

13.4.6 a complete re-design is required due to unforeseen circumstances whether political or otherwise or as a result of a planning application refusal.

13.5 the client will reimburse/pay in advance for the cost of any expenses including payments to third parties or local authorities paid by the Architect/Consultant on the client's behalf that are not specifically confirmed within the Service Agreement. These will be charged at net cost plus vat plus a handling charge between 20% and 100% depending on the expense type.

13.6 In the event tenders from builders have been requested but not received the Architect/Consultant shall still be entitled to full fees applicable at the time as if the tenders had been received.

Payments/Invoices

13.7 The Architect/Consultant shall issue invoices as detailed in the payments section within the service agreement. Invoices will be issued and must be paid by the client prior to commencement of the relevant service.

13.8 The Client shall pay the full amount of the invoice within 7 days of the date of the invoice or by the due date on the invoice, whichever is sooner (which will be the final date for payment).

13.9 In the event of non-payment of any amount properly due to the Architect/Consultant under the contract the Architect/Consultant is entitled to interest on the unpaid amounts under the provisions of clause 13.18. The Architect/Consultant may:

13.9.1 suspend use of the copyright license

13.9.2 suspend or terminate performance of the services and other obligations

13.9.3 commence dispute resolution procedures and/or debt recovery services

13.10 The client shall not delay payment of the invoice amount

13.11 The Architect/Consultant shall issue the invoice for payment in advance of carrying out the service and will not be obliged to commence the relevant service until payment is received in full

13.12 The Architect/Consultant cannot accept payment by credit card, paypal or similar credit facilities

Notice of Intention to pay less

13.13 If the client intends to be pay less than the invoice amount, the client shall notify the architect in writing at least 5 days before the payment due date confirming:

13.13.1 the revised amount the client intends to pay

13.13.2 the reason for the deduction

13.13.3 the basis on how the revised amount has been calculated

13.14 No revised amount will be accepted if the 5-day notice period has been missed. At such time the client will be obliged to pay the full invoiced amount.

13.15 The client shall pay the amount as indicated in the written 5-day notice on or before the payment due date stated on the invoice.

13.16 If the 5 day notice has been received in time and the matter is referred to an adjudicator who decides that a greater sum is due to the Architect/Consultant than is indicated on the 5 day notice, the client shall pay the additional amount within 7 days of the date of the adjudicators decision.

13.17 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.

13.18 If the performance of any or all of the Services and/or obligations is suspended or terminated, the Architect/Consultant shall be entitled to:

13.18.1 payment of any partially complete part of the service up to the date of the termination either to be charged based on the hourly rate confirmed in Section 3 above plus expenses/payments made on the client's behalf or as percentage of the service completed whichever is higher.

13.18.2 be paid for any loss/damages caused to the Architect/Consultant due to the suspension/termination.

13.18.3 retain the full amount of fees paid to date. Refunds will only be given for specialist services not undertaken by third parties such as Structural Engineer, Council Planning fees, Building Control Application Fees, Job Costing or Tender Analyses by Quantity Surveyor or Project Manager, Project Management by Project Manager.

13.18.4 deduct 10% administration fee from any refund amount for services not yet undertaken or no longer required. The administration fee will be calculated based on 10% of the total amount to be refunded and will be taken off the settlement balance to be paid

13.18.5 In-house design fees including Construction Drawings whether undertaken or not by the Architect/Consultant are non-refundable.

13.19 For any late payments beyond the due date the Architect/Consultant will be entitled to interest on the amount due

at a rate of 8% per year over BOE base rate to be applied for the duration of time between the invoice due date and actual payment date plus any cost incurred by the Architect/Consultant in attempting to receive payment. The interest rate will also apply to any amounts awarded as a result of adjudication, arbitration or legal proceedings.

13.20 The Client shall pay to the Architect/Consultant any VAT amounts due as stated on the invoice.

14.0 Copyright and License

14.1 Subject to clause 14.3, the Architect/Consultant shall own all intellectual property rights, including the copyright in the drawings and documents 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.

14.2 The client or any third party appointed by the client cannot register any part of the design under the Registered Designs Regulations 2001 without prior written consent of the Architect/Consultant.

14.3 To the extent that fees and other amounts properly due are paid, the Client shall have a licence to copy and use all drawings and documents provided by the Architect/Consultant in either paper or digital formats only for purposes related to construction of the 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. Design data files such as .dwg, .rvt typically produced within AutoCAD and Revit software will remain the property of the Architect/Consultant and are only available for use or distribution to third parties appointed by and working on behalf of the Architect/Consultant at their discretion. In the unlikely event the client or a third party obtains possession of such data files further action may be taken by the Architect/Consultant to prevent further use of the files and seek recovery of costs of taking such action and reimbursement to the value of the files as determined by the Architect/Consultant. In the event the client or a third party obtains possession of the data files, the Architect/Consultant will not be responsible for any information that could be considered missing, mis-leading, inaccurate, incorrect, or otherwise and will not be liable for any cost incurred by the client as a result such information.

14.4 Where agreement has been reached for the Architect/Consultant to hand over the design data files or pdf drawings to the client or any third party appointed by the client, the Architect/Consultant will not be held liable for any errors or inconsistencies contained within the designs. It is the client or clients appointed third party to undertake their own survey and designs and under no circumstance can the Architect/Consultant be held responsible or liable for any information or details contained within the designs.

14.5 Copying or use of any drawings or documents (in digital or electronic format) issued to the Architect/Consultant by the client or any third party appointed by the client shall be deemed permitted unless such permission is expressly denied in writing by the client in advance of passing over the information to the Architect/Consultant.

14.6 In the event the client defaults on any payment due, the Architect/Consultant has the right to suspend use of any drawings/designs/documents they have produced and issued. Upon receipt of full payment, the suspension can be removed.

15.0 Architect/Consultants Liability

15.1 Actions or proceedings arising out of or in connection with the Contract, whether in contract, in tort, for negligence or breach of statutory duty or otherwise, shall not be commenced after the expiry of 6 years, from the date of Practical Completion or the date of completion of the last Services, whichever is the earlier.

15.2 In any such action or proceedings:

15.2.1 the Architect/Consultant's liability for loss or damage shall not exceed the amount of the Architect/Consultant's professional indemnity insurance specified in Section 6 above.

15.2.2 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 performance of the Services.

15.3 In respect of any claim by the Client under the Contract, and without prejudice to the provisions of clause 15.2.1, 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:

15.3.1 all other consultants, 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

15.3.2 there are deemed to be no exclusions or limitations of liability or joint insurance or co-insurance provisions between the Client and any other person referred to in this clause

15.3.3 all the persons referred to in this clause are deemed to have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and/or damage.

16.0 Professional Indemnity Insurance

16.1 The Architect/Consultant shall maintain professional indemnity insurance for the period specified in 15.1 above provided such insurance continues to be offered on commercially reasonable terms to the Architect/Consultant at the time the insurance was taken out or renewed.

17.0 Suspension or Termination

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

17.2 The Architect/Consultant may suspend or terminate performance of any or all of 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:

Bluelime (The Architects Of London)

Terms & Conditions

Ref: BL/TC/281020 Rev E Dated: 9/1/23



17.2.1 The Client's failure to pay any fees or other amounts due by the payment due date unless, where applicable, the Client has given effective notice under clause 13.0.2 of the intention to pay less than the amount stated in the Architect/Consultant's invoice.

17.2.2 The Client is in material or persistent breach of its obligations under the Contract.

17.2.3 The Architect/Consultant is prevented from or impeded in performing the Services for reasons beyond the Architect/Consultant's control.

17.2.4 Force majeure.

17.2.5 Any other reasonable grounds for suspension or termination of the Contract.

17.3 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.

17.4 If the reason for a notice of suspension arises from a default:

17.4.1 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.

17.4.2 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.

17.5 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.

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

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

17.7.1 the other Party becomes bankrupt or is subject to a 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.

17.7.2 the other Party becomes unable to perform its obligations through death or incapacity.

18.0 Dispute Resolution

Mediation

18.1 In the event of any dispute or difference arising under the Contract, the Parties may attempt to settle the dispute, in the first instance, by mediation as specified in section 7.0 above.

Adjudication

18.2 Where it is stated in section 7.0 that adjudication applies:

18.2.1 either Party may give notice at any time of its intention to refer a dispute or difference to an Adjudicator.

18.2.2 the appointment of the Adjudicator shall be made in accordance with the procedure identified in section 7.0 above.

18.2.3 the referral of the dispute to an Adjudicator shall be made within 7 days of the issue of the notice.

18.2.4 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.

18.3 The dispute may be referred by either Party to the final resolution process, as set out in item k of the Contract Details.

Arbitration

18.4 Where it is stated in section 7.0 above that arbitration applies as an alternative to litigation:

18.4.1 if 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 difference shall be referred to a person to be agreed between the Parties. If the Parties cannot reach 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 a nomination or appointment to be made by the Royal Institute of British Architects.

18.4.2 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.

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

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

Litigation

18.5 Where it is stated in section 7 above that litigation applies, either Party may start court proceedings to settle a dispute.

19.0 Information Formats/Client Third Parties

19.1 Where produced using CAD, BIM or other proprietary software, drawings and documents shall be provided to the Client in PDF format only.

19.2 Without prejudice to the Architect/Consultant's obligations under the Contract, the Architect/Consultant does not warrant, expressly or impliedly, the integrity of any electronic data delivered/issued to the client or any third parties appointed by the client.

19.3 The Architect/Consultant shall have no liability to the Client, or any third party appointed by 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/Consultant.

19.4 The Architect/Consultant shall have no liability to the Client, or any third party appointed by the client for the accuracy or otherwise of designs created by the Architect/Consultant in the event the designs are to be used by others appointed by the Client directly or indirectly. The Architect/Consultant will not be liable for any errors, mismeasurements or the like found in the designs that have been used by others whether permitted by the Architect/Consultant to be used or not. Any parties appointed by the client in relation to the

project are required to undertake their own survey and measurements to satisfy themselves the information contained within the designs is accurate and sufficient to undertake their services.

20.0 Project Management

20.1 Where the Architect/Consultant has been appointed to project manage the works as confirmed in the service agreement, the Architect/Consultant will not be liable for the quality, cost or timings of the work carried out by any third parties including any contractors whether recommended by the Architect/Consultant or not.

20.2 Any failure in performance by any third parties such as contractors will not be the responsibility of the Architect/Consultant, as such the Architect/Consultant will not be liable for any cost incurred by the client as a result of any third parties' actions or lack of.

20.3 Any costs incurred by the Architect/Consultant as a result of poor performance from a third party such as contractors will be charged at the hourly rates detailed in section 3.0 above for the duration of time it took to deal with the matter whether resolved or not.

20.4 The Architect/Consultant will not be liable for the accuracy of any budget build costs/job costing spreadsheets/tender analyses report/contractor quotations provided either by the Architect/Consultant or by a third party on behalf of the Architect/Consultant.

20.5 Where the Architect/Consultant provides a report or recommendations relating to contractor selection it is done without prejudice. The Architect/Consultant will not be liable for any cost incurred to the client due to failure or lack of performance by the recommended contractor.

21.0 Design and Build

21.1 Where the Architect/Consultant has been appointed to Design & Build, the service agreement and terms and conditions herewith still apply. This includes the terms stated in section 20 above.

21.2 The client is to be aware under a Design & Build appointment the building works will be assigned to a sub-contractor mutually selected by the client and the Architect/Consultant after the completion of a competitive tender process between selected recommended builders. A percentage increase of between 1 and 10% may be applied by the Architect/Consultant to the sub-contractors' prices to cover additional costs/risk. Any percentage increase will be applied to all sub-contractors equally to ensure fair and competitive pricing.

21.3 The design service will be governed by the service agreement and the terms and conditions herewith. However, the building works will be governed by a separate building contract.

22.0 Schedule of Services

The following RIBA Plan of work activities will be undertaken where the relevant corresponding activity is indicated within the service agreement:

Stage 0 Strategic Definition

Unless specifically included within the service agreement this stage is not included in the Architect/Consultant services.

Stage 1 Preparation and Briefing

22.1 Site visit and carryout an initial appraisal:

22.2 This will be undertaken at the initial design consultation prior to issuing the fee proposal/design report. A further appraisal may be undertaken between the Architect/Consultant and the client to review and develop the brief although this meeting is not compulsory and may be undertaken face to face at the client's property or via video conference call, telephone or other.

22.3 On behalf of the Client, arrange the following surveys or other investigations that the Architect/Consultant identifies as reasonably required: Measured CAD survey of existing property and demise sufficient to produce proposed designs by the Architect/Consultant. Does not include topography survey or site levels.

22.4 Establish the Construction Cost with the Client.

22.5 Assist the Client in developing the initial Project Brief.

22.6 Advise on the Other Client Appointments required to carry out the Project.

22.7 Unless specifically included within the service agreement the following services are not included: Contribute to the development of the Project Programme; Prepare and discuss feasibility studies for the Project; Provide a report on the feasibility of the Project for the Client's approval before progressing to the next stage; 3D Photo Realistic Visualisation; Thames/Southern Water Build Over Application; Contractors All Risk Insurance; Party Wall Survey/Matters; SAP assessment; Contractors All Risk Enhanced Insurance; Pre-Planning Application; Non Material Change Application; CIL Levy Application; CCTV Drainage Survey (This service is highly recommended. If the client does not select the service to be undertaken the Architect/Consultant cannot be liable for any errors/assumptions made in regard the existing drainage layouts or proposed drainage designs).

Stage 2 Concept Design

22.8 Prepare the concept design for discussion with the Client.

22.9 Provide updated Construction Cost information to the Client. This will be in the form of budget build cost included on the feasibility drawings with certain exclusions.

22.10 Unless specifically included within the service agreement the following services are not included: Coordinate the relevant information received from the Other Client Appointments with the Architect/Consultant's Design; Review and update the Project Programme; Collate and agree with the Client changes to the initial Project Brief and issue the final Project Brief; Provide architectural design information and identify the reasonably foreseeable residual health and safety risks (under the CDM Regulations 2015); Prepare a stage report on the concept design, final Project brief and Construction Cost for the Client's approval before progressing to the next stage.

Stage 3 Spatial Coordination

22.11 Prepare the design in sufficient detail to enable spatial coordination.

22.12 Prepare information to support a planning application and/or listed building consent application to the appropriate planning authority.

22.13 Submit a planning application and/or listed building consent application to the appropriate planning authority.

22.14 Unless specifically included within the service agreement the following services are not included: Coordinate the relevant information received from the Other Client Appointments with the Architect/Consultant's Design; Review and update the Project Programme; Provide architectural design information and identify the reasonably foreseeable residual health and safety risks (under the CDM Regulations 2015); Prepare a stage report on the spatially coordinated design and the Construction Cost for the Client's approval before progressing to the next stage.

Stage 4 Technical Design

22.15 Advise the Client of the planning conditions and provide a quotation for removal of planning conditions at request of the client.

22.16 Prepare the technical design in sufficient detail to enable a tender or tenders to be obtained.

22.17 Prepare the architectural specification in the form of notes on drawings.

22.18 Prepare and submit the Building Regulations application.

22.19 Advise the Client on potential contractors to be invited to tender for the construction works.

22.20 Provide the Contractor with the information reasonably required for construction.

22.21 Unless specifically included within the service agreement the following services are not included: Coordinate the relevant information received from the Other Client Appointments with the Architect/Consultant's Design; Review and update the Project Programme; Provide updated Construction Cost information to the Client; Prepare the architectural schedule of works; Identify the extent of the technical design work that is to be completed by the Contractor or the specialist Subcontractors; Provide architectural design information and identify the reasonably foreseeable residual health and safety risks (under the CDM Regulations 2015); Invite, appraise and report on tenders; Coordinate the design work prepared by the Contractor and the specialist subcontractors with the Architect/Consultant's design; Advise the Client on the appropriate form of Building Contract, its conditions and the responsibilities of the Client, the Other Client Appointments and the Contractor; Request that the Contractor provides evidence to the Client of any insurances required under the Building Contract; Prepare the Building Contract and arrange for it to be signed/executed; Coordinate and submit an application to the appropriate planning authority for clearance of pre-commencement planning conditions; Prepare a stage report on the technical design for the Client's approval before progressing to the next stage.

Stage 5 Manufacturing and Construction

22.22 Unless specifically included within the service agreement this stage is not included in the Architect/Consultant services.

Stage 6 Handover

22.23 Unless specifically included within the service agreement this stage is not included in the Architect/Consultant services.

Stage 7 Use

22.24 Unless specifically included within the service agreement this stage is not included in the Architect/Consultant services.

23.0 Other Services

23.1 Only the below services are included within the basic fee if the Architect/Consultant is being contracted to submit a planning application.

23.1.1 DETAIL PLANNING SUBMISSION DOCUMENTS AS FOLLOWS ONLY:

23.1.1.1 Location Plan (1:1250 or 1:2500).

23.1.1.2 Site Plan/ Block Plan (1:500 or 1:200).

23.1.1.3 Existing and Proposed Floor Plans (1:50 or 1:100).

23.1.1.4 Existing and Proposed Site Sections (1:50 or 1:100).

23.1.1.5 Existing and Proposed Building Elevations (1:50 or 1:100).

23.1.1.6 Roof Plans (1:50 or 1:100).

23.1.1.7 Design & Access Statement (if necessary) 1.08 Certificate of Ownership.

23.1.1.8 Agricultural Holdings Certificate

23.1.1.9 Pedestrian and Vehicular Access Roads and Right of Way (1:100)

23.1.1.10 Identification of Waste Storage and Collection provision (1:100)

23.1.1.11 Materials Schedule (identified within planning application form)

23.1.1.12 Vehicle Parking Areas (1:100)

23.1.1.13 Drainage Detail Plan Identifying Foul and Storm Proposed and Existing (1:100)

23.2 The below services are included within the basic fee-as identified in the service agreement.

23.2.1 Construction budget guidance only assisting the client to calculate their own construction budget

23.3 Only the below services are included within the basic fee if Architect/Consultant is being contracted to survey and measure the existing property as identified in the service agreement.

23.3.1 SURVEYS ONLY:

23.3.1.1 Existing Buildings / Measured Survey (Note: this does not include invasive or investigatory surveys for hidden services or structure e.g. joist/rafter span direction)

23.3.1.2 Existing Building services locations (i.e. Boiler, Distribution Board and Electric Meter, Water Intake, Gas main)

23.4 The below services are included within the basic fee if Architect/Consultant is being contracted to produce technical designs, structural designs and calculations and submit Building Control application as identified in the service agreement

23.4.1 BUILDING CONTROL SUBMISSION DOCUMENTS ONLY:

23.4.1.1 Location Plan (1:1250 or 1:2500)

23.4.1.2 Site Plan/ Block Plan (1:500 or 1:200)

23.4.1.3 Existing and Proposed Floor plans (1:50 or 1:100)

23.4.1.4 Existing and Proposed Site Sections (1:50 or 1:100)

23.4.1.5 Existing and Proposed Building Elevations (1:50 or 1:100)

23.4.1.6 Structural Design and Calculations (1:50 or 1:100) (if identified as included in the Service Agreement)

23.4.1.7 Roof Plans (1:50 or 1:100)

23.4.1.8 Basic Specification/Standard Notes of Workmanship (On notes section within drawings only).

Bluelime (The Architects Of London)

Terms & Conditions

Ref: BL/TC/281020 Rev E Dated: 9/1/23



23.4.1.9 Basic Drainage Design (Proposed Underground Drainage layout only, does not include overground drainage) (1:50) (Accuracy subject to CCTV Drainage Survey being undertaken at additional cost over basic fee).

23.4.1.10 Basic Mechanical Design (Positions of Plumbing and Heating equipment and fixtures only to newly formed rooms only) (1:50).

23.4.1.11 Basic Electrical Design (Electrical Layouts Only to newly formed rooms only) (1:50).

23.4.1.12 Basic Lighting Design (Lighting Layouts Only to newly formed room only) (1:50).

23.4.1.12 Basic Door and Ironmongery Schedule (does not include item or product selection or item of product specification and is to newly formed rooms only).

23.5 The below services are included within the basic fee if the Architect/Consultant is being contracted to Project Manage (as per section 20 above) or Design and Build (as per section 21 above) the works as identified in the service agreement.

23.5.1 PROJECT MANAGEMENT SUBMISSION DOCUMENTS ONLY:
23.5.1.1 Produce tender documentation (Costed Schedule of Works Document and Designs).

23.5.1.2 Obtain competitive tender bids.

23.5.1.3 Recommend contractor, negotiate and agree contract sum.

23.5.1.4 Advise on contract documentation between Client and Contractor.

23.5.1.5 Fulfill management role as defined in RIBA Plan of work Stage 5.

24.0 Additional Services

The following services are not included in the Contract, but the Client can request that the Architect/Consultant undertakes these services, if the need arises, during the project. These services are subject to additional fees, which are to be agreed between the Client and the Architect/Consultant. The Architect/Consultant is not obliged to carry out these services whether considered additional cost or not and can recommend to the client to appoint a third party directly. Services that are not included in the Architect/Consultant service are as follows (this list is not exhaustive):

24.1 Producing models and special drawings.

24.2 Negotiating approvals with statutory authorities.

24.3 Making submissions to and negotiating approvals with landlords, freeholders, etc.

24.4 Attending public consultations/committee hearings.

24.5 Preparing a schedule of dilapidations

24.6 Services in connection with party wall negotiations.

24.7 Negotiating a price with a contractor (in lieu of tendering).

24.8 Services in any dispute between the Client and another party.

24.9 Services following damage by fire and other causes.

24.10 Services following suspension or termination of any contract or agreement following the insolvency of any other party providing services to the Project.

24.11 Services in connection with government and other grants.

24.12 Specialist services in relation to historic buildings and conservation works.

24.13 Discharge of planning conditions.

24.14 Finished Floor Levels or Site Levels.

24.15 Computer renderings of buildings.

24.16 Area summaries.

24.17 Master Plan Planning Report.

24.18 Biodiversity and Geological Conservation Report.

24.19 Land Contamination Assessment Report.

24.20 Identification of trees/tree survey that may affect development.

24.21 Specialist foundation designs (e.g. Pile/Raft Foundation Design).

24.22 Completion of a tree removal application (where trees covered by preservation order or are in a conservation area) or Tree Audit - preservation order check.

24.23 Presentation models, Renderings, Brochures, Videos, Mood Boards, Animated Fly Throughs, CGI, Hand Drawn Artist Renderings and Perspectives, Visual Impact Assessments.

24.24 Envirocheck desk top survey, Pile Probing.

24.25 Topographical Survey.

24.26 Archaeological Survey.

24.27 Asbestos Report.

24.28 Site Ecological Survey (for BREEM).

24.29 SBEM or Air Tests.

24.30 Electromagnetic Radiation.

24.31 Gas contamination soil survey or designs that deal with gas contaminated soil.

24.32 Utilities to and from site - Gas Water, Electricity, Sewers & Telecoms.

24.33 Load capacity of existing services.

24.34 Review of any party wall structures including retaining walls.

24.35 Landscape/external work design.

24.36 Biodiversity and Geological Survey.

24.37 Ground Percolation survey to determine suitability for Soakaways.

24.38 Underground scanning - underground structures, infrastructure and services.

24.39 Acoustic model.

24.40 SAP Test.

24.41 Lighting Model.

24.42 3D Photo Realistic Visuals.

24.43 Water Service Build Over Agreements (Unless confirmed in the service agreement) NOTE: Where the client appoints a contractor directly and the Architect/Consultant is not project managing the works as set out in RIBA Plan of work stage 5 the client is to ensure the following:

24.43.1 No structure (footings, walls etc) running parallel to the line of the existing 150mm public sewer/manhole is permitted within 3000mm of the sewer/manhole. If found to be within 3000mm, a build over application to Southern/Thames Water services is required. It is the client's responsibility to highlight to the Architect/Consultant if any part of the structure is likely to come within 3000mm of a public sewer/manhole. Note: Sewer/manhole can be considered public even if at rear of property when connecting

more than one dwelling. Due to changes that came into force 1st October 2011 regarding the future ownership of sewers it is possible that some previously owned private sewers now deemed to be public could also be crossing the above property which are not shown on the Southern/Thames Water records. Therefore, should any sewer be found during construction works, an investigation of the sewer will be required to ascertain its condition, the number of properties served, and the potential means of access before any further works commence on site. Where within 3m of the sewer foundations must be taken 150mm below the invert level of the sewer which is 1.1m in depth. Any new manhole and connections to the public sewerage system will require a section 106 connection application to be submitted and approved by Southern/Thames Water Services. Care must be taken when working in the area of the public sewer pipeline so that no damage is caused. Any damage will be repaired at the contractor's expense. The Architect/Consultant advises that a full drainage CCTV survey be undertaken to determine if a public sewer/manhole is likely to be affected by the works. Drainage surveys are a specialist activity and are not part of the Architect/Consultant services. The client must ensure the contractors pricing the building work must lift manhole covers, make suitable and adequate investigations to verify that any drainage design provided by the Architect/Consultant will work and is included fully in their quotation. The client/contractor is required to inform the Architect/Consultant as soon as reasonably possible if a build over agreement is required and to allow the cost of associated works if necessary. The Architect/Consultant cannot be held responsible for any delays or cost as a result of the contractor not undertaking the above requirements fully or not informing the Architect/Consultant of any issues arising.

24.44 CDM Acting as Principal Designer (Unless confirmed in Service agreement): The Architect/Consultant is not undertaking CDM services unless specifically stated within the Service Agreement. The client is to be aware that it is likely CDM will apply and that they have responsibilities to undertake as required under the CDM regulations 2015. The Architect/Consultant has included HSE guidance on this within the design report and Sales Pack issued at the design consultation. If the client has any concerns or queries or is unsure about their responsibilities, they are to raise them with the Architect/Consultant at the earliest opportunity. The client must make sure that their selected building contractor is aware of the CDM requirements and give sufficient time for the contractor to comply with them.

24.45 Soil Mechanics and Investigations.

24.46 Party Wall Survey and Agreement.

24.47 Public consultations such as council committee meetings.

24.48 INVASIVE SURVEYS for example within walls, floors or roof structures. Lifting of hard or soft floor finishes for further inspection/investigation. The client is to ensure the contractor is responsible for and undertakes any necessary invasive investigation/surveys in order to satisfy themselves that the Architect/Consultant designs can be built for the construction cost.

Any issues/errors/inaccuracies within the designs or documents provided by the Architect/Consultant that would have been foreseeable at the quotation stage by the contractor either through invasive investigation or not must be identified by the contractor and brought to the attention of the Architect/Consultant prior to contractor appointment. Any necessary adjustment to the construction costs due to the lack of an invasive survey or errors/inaccuracies in project documentation provided by the Architect/Consultant not highlighted at contractor quotation stage by the client or contractor will not be the responsibility of the Architect/Consultant. The Architect/Consultant will not be responsible for any adjustment in construction cost resulting from the contractor not undertaking suitable and thorough investigations whether invasive surveys, structural investigations or otherwise. The client is to ensure the contractor informs the Architect/Consultant in writing of any issues/errors/inaccuracies prior to submitting the quotation for the works. Where the client selects their own builder, it is the client's responsibility to ensure the contractor complies with the above. The contractor is to undertake investigatory/exploratory works to satisfy himself that all structural requirements have been included in the designs and that he has priced for all necessary structural works whether included in the designs or not. The Architect/Consultant will not be held responsible for any additional works required over and above the tender designs. It is the contractors responsibility to ensure all necessary structural works has been included in his quotation. Any invasive site surveys work required to be undertaken by the Architect/Consultant will be re-charged on a time charge basis as set out in Section 3 above.

24.49 EXISTING SERVICES ASSESSMENT. NOTE: It is the contractor's responsibility to check the capacity of the existing heating, cold and hot water storage systems and allow in his quotation for any upgrade works required. The Architect/Consultant will not be held responsible for any additional costs resulting from upgrade or renewal works deemed necessary.

24.50 HEATING, HOT/COLD WATER, DRAINAGE DESIGN. NOTE: It is the responsibility of the contractor (or M&E Consultant if appointed) to design the heating, hot/cold water and drainage systems in accordance with notes relating to hot water and heating systems contained within the construction designs and current building regulations. Any designs relating to heating, hot/cold water and drainage provided by the Architect/Consultant are indicative and subject to site survey by the contractor or his HVAC subcontractor. All works are to be carried out by an approved Gas Safe contractor with all relevant gas safe certification to be provided on completion. For tendering purposes, the contractor is deemed to have priced the complete heating, hot/cold water and drainage systems in accordance with the construction designs and to meet current building regulations. Distribution Board (DB): Contractor to allow to renew DB with sufficient capacity

24.51 SPECIALIST PLANNING ADVICE/PLANNING REJECTION APPEALS: On occasion such services are necessary to help improve chances of planning approval. Such services will be undertaken by a specialist planning consultant whereby additional fees will apply which will be advised to the client in advance. The

Architect/Consultant may also have additional fees involved which will be quoted on a time charge basis (Section 3) in addition to the planning consultant fees.

24.52 LISTED BUILDING CONSENT: If the building is 'Listed', then an application for Listed Building Consent must be made to the Secretary of State, via the Local Authority. This process can take up to three months. Any associated local authority application fees would be charged in addition to the basic fee. For a listed building consent application the Architect/Consultant will only provide documents identified in 23.1.1 above. Any additional documents required to support the listed building application will be quoted as an additional fee when known.

24.53 CONSERVATION AREA CONSENT: If the building is in a conservation area, then a separate application for Conservation Area Consent must be made to the Secretary of State, via the Local Authority. This process can take up to three months. Any associated local authority application fees would be charged in addition to the basic fee. For a conservation area consent application the Architect/Consultant will only provide documents identified in 23.1.1 above. Any additional documents required to support the listed building application will be quoted as an additional fee when known.

24.54 SPECIALIST DESIGNS: Such as Balcony Fixing Details/Joinery/Staircase/Kitchen/Fixtures and Fitting Designs.

24.55 INTERIOR DESIGN.

24.56 EXTERNAL WORKS DESIGN.

24.57 LANDSCAPING DESIGN.

24.58 DESIGN & ACCESS STATEMENT

24.59 HERITAGE STATEMENT

24.60 FLOOD RISK ASSESSMENT

24.61 TRAFFIC SURVEY

24.62 PARKING/TURNING CIRCLE SURVEY

24.63 NOISE IMPACT, DAYLIGHT/SUNLIGHT SURVEY

25.0 Principal Designer Schedule of Services

25.1 The Architect/Consultant will not be undertaking Principal Designer Services unless specifically stated and costed within the service agreement.

26.0 Builders/Contractors

26.1 Where the Architect/Consultant provides the client with details of builders/contractors that may be able to quote/undertake the building works, this is not a recommendation or endorsement of the builders/contractors listed or provided. In providing details of the builders/contractors whether in the form of a list or by the forwarding of builder/contractor quotations by the Architect/Consultant, the Architect/Consultant cannot be held responsible for the performance of the builder/contractor either in quality, time or cost of any work completed by the builder/contractor in the event the client appoints any builder/contractor put forward by the Architect/Consultant to quote or undertake the building work.

26.2 The Architect/Consultant will not be liable for the accuracy, correctness, legitimacy of any information provided by the builder/contractor to the client including but not limited to cost information, budgets, quality of work

26.3 The Architect/Consultant will not be liable for any cost incurred by the client as a result of the builder/contractor performance, errors or inaccuracies in the builder/contractor quotations provided either prior to building works commencing or during building work

26.4 The client hereby agrees that they are solely responsible for the selection of the builder/contractor whether the details of the builder/contractor was provided by the Architect/Consultant or not. Under no circumstances shall the Architect/Consultant be held responsible for the selection of the builder/contractor or any cost incurred by the client as a result of builder/contractor performance.

27.0 Structural Design Calculations

27.1 Where the Architect/Consultant is appointed to provide structural designs and/or calculations this may be undertaken via sub-contract arrangement. The following items are specifically excluded from our service:

27.1.1 The design of temporary works and site works such as design services in connection with demolition, temporary structure or advice relating to demolition, erection and construction, temporary utility services, crane support/foundations, loading platform or construction load reviews, access penetrations, falsework, formwork etc.

27.1.2 Steelwork fabrication drawings.

27.1.3 Connection Details

27.1.4 Site visits (will be charged as per section 3)

27.1.5 The design and detailing of secondary elements such as staircases, balustrades, balconies, Juliet style balconies, façade support systems, façade bracketry, fire design, glazing etc.

27.1.6 The production of 'As Built' drawings.

27.1.7 The design and approval of contractor proposals or value engineering design.

27.1.8 All statutory, local authority and supply company fees including searches.

27.1.9 Civil works such as roads, footpaths etc. beyond the site boundary.

27.1.10 The production of reinforcement drawings and bar bending schedules of reinforced concrete

27.1.11 Fire engineering related design and advice such as fire design strategy, fire safety analysis, fire protections systems

27.1.12 External works such as landscaping, retaining walls, irrigation, external lighting etc

27.1.13 The cost of third-party checks on engineering designs.

27.1.14 Any liabilities associated with asbestos including surveys, identification and removal.

27.1.15 Any liabilities associated with terrorism/blast resistance design.

27.1.16 Any liabilities associated with contamination and toxic mould

27.1.17 Resident engineering staff or site supervision services

27.2 The existing structure indicated within the structural designs are not a complete representation of all supporting structural elements. Any existing structural layouts indicated are based on non-intrusive inspection where opening works were not undertaken. The Architect/Consultant/Structural Engineer will not be liable for any

Bluelime (The Architects Of London)

Terms & Conditions

Ref: BL/TC/281020 Rev E Dated: 9/1/23



design or works that could have been avoided had an intrusive survey been undertaken.

27.3 The Client shall ensure the Contractor they appoint shall bear responsibility to expose and identify the existing structure that are affected by the proposed works and ensure it is coherent with the structural proposals.

28.0 Complaints Procedure

28.1 For A Client Complainant

28.1.1 Any concerns or complaints relating to a project in which the client claims an interest should be communicated in writing to the lead architect/designer for the project in the first instance. The lead architect/designer will endeavour to answer and resolve any concerns through correspondence and / or meetings. If the lead architect's /designer responses do not resolve the matter, the client may ask for the matter to be referred to the RIBA member designated as the client contact at the outset of the project. That person is identified in Section 8 above and will endeavour to answer and resolve any concerns through correspondence and / or meetings. If the client contact's responses do not resolve the matter, the client may ask for the matter to be referred to a senior partner /director for response. That partner/director will endeavour to answer and resolve any concerns through correspondence and / or meetings. If this further stage does not resolve the matter and the client feels that the process of negotiation has been exhausted, then the client may refer to the dispute resolution options as set out above.

28.2 For A Non-Client Complainant

28.2.1 Any concerns or complaints not relating to a project should be communicated in writing to the RIBA Member designated in section 8 above in the first instance. The RIBA Member designated will endeavour to answer and resolve any concerns through correspondence and / or meetings. If the RIBA member designated responses do not resolve the matter, the non-client complainant may ask for the matter to be referred to a senior partner /director for response. That partner/director will endeavour to answer and resolve any concerns through correspondence and / or meetings as appropriate. If this further stage does not resolve the matter and the non-client complainant feels that the process of negotiation has been exhausted then they may wish to discuss the matter further with the RIBA Professional Standards team.