

TERMS & CONDITIONS OF BUSINESS

FOCUS ARCHITECTS®

1.0 Commencement

These are Focus Architects Limited current terms and conditions of business – they apply to our provision of services to you, the client.

2.0 Charges & Fees

Ad hoc design and advice including all telephone and email advice £90/hour.

Project based design and advice Fixed price by agreement based on specific project.

Fixed price will be based on time charge above.

Site visits £90/hour

Scheduled regular arrangements or site visits Rates by agreement.

We reserve the right to amend a quoted fee in the event that you request and agree a variation to the work as initially set out and agreed with you. Please also see section 4.

3.0 Instructions & Quote

We are happy to take client instructions informally, by telephone and We understand that this is often the easiest way for many clients to instruct work of an urgent nature.

During a telephone enquiry, We will give an indication of my likely charges and a 'best estimate' at the time of my call. However, you should bear in mind that the accuracy of this estimate(s) is dependent upon the clarity of your initial instructions – We ask that you always include a clear specification of your needs; this will help me to understand the type and nature of the work involved.

At this initial stage, We shall email my Terms & Conditions of Business to you so that you have all the information you need regarding my charges/fees and other relevant details e.g. payment, invoicing etc. Please then confirm your telephone instructions to me clearly in writing – We will not be able to commence work until We have received written details and confirmation from you and have formally agreed this with you.

For project or fixed price work, We will send my estimate to you in the form of a fee proposal (or quote) – this proposal will reflect your requirements as accurately as possible and outline the key details based on your information, specification, or drawings. Please confirm your acceptance of my proposal so that We can proceed with the arrangements as outlined.

4.0 Additional work

Any changes to the initial specification will incur an additional fee. These are some frequently occurring examples of such changes; however, this list is not exhaustive:

- Changes or updates to drawings issued after the fee proposal has been agreed requiring further design work to be carried out
- Changes to the design specification
- Changes to the preferred method of construction
- Additional site visits or meetings not provided for in the original client specification or quote, or to discuss changes to the design.
- Site visits to review design following opening up works to the structure (not visible during the initial site visit (prior to the design being carried out)).

- Re design following observations of the existing structure during construction/opening up works which were not visible during the site visit

It is essential to provide as much detail as possible in the initial specification to enable me to produce a design that is accurate and to your requirements. Throughout the design We will aim to seek clarification in areas where the specification is not detailed enough, and where there are different design options available. However, the design We produce will feature elements and types of construction that We feel are most appropriate based on my professional expertise and experience. Therefore, any instructions or changes required to

my design based on specific requirements not set out in the original specification will be charged at my hourly rate (see section 2).

5.0 Legal and Ethical Standards

We may refuse, at my discretion, certain client instructions where these may conflict with legal requirements and with my professional and ethical guidelines. Such discretion will not be exercised unreasonably. Where this situation arises, We shall make it clear to you in writing why we are taking this stance. We will never disclose the information We have regarding you/your business to a third party without your written consent and instructions. It is my expectation that you, the client, will conduct all matters likewise. Also, that all material and information will not be passed to a third party without my written consent.

6.0 Agreement & Protection

It is your responsibility to provide me with all the relevant and correct information We need in order for me to carry out your instructions and meet your design specification – thus enabling me to provide you with a high-quality service. The advice and design We provide you will be based upon the information you have given me.

It is the client's responsibility to provide safe access to all areas of the existing structure in order to carry out the initial structural survey/inspection (specific areas of the building which are required for inspection will be highlighted before the visit).

If this is not possible then assumptions will be made during the design. If during construction, these assumptions turn out to be incorrect and an additional design work is required, then my additional fee terms will apply (refer to section 2).

If you change your mind on any aspect of the design or advice you require then please let me know and confirm without delay, so that any new arrangements and associated charges can be discussed and agreed with you. Any changes to the original specification or drawings will incur an additional fee (refer to section 2 and 3).

If some items of the work are no longer required and We have already commenced this work, then a fee will be charged for this work (refer to section 7). Should there be any aspect of my work, design, or advice that you are unhappy with, We ask that you contact me without delay so that we may discuss your queries – discussion being key to the avoidance of a dispute.

7.0 Termination / Cancellation of Agreement

You may give notice of termination at any time. However, your notice must be given in writing and it will take effect immediately upon receipt.

The deposit amount paid at the start of the design will be retained and any fee incurred.

8.0 Payment of Invoices

We invoice clients the remainder of the agreed fee due when the work has been completed.

For an on-going long-term arrangement or regular site visit arrangement it may be necessary to invoice you differently; We shall contact you accordingly to agree arrangements.

Payment of Invoices is due 14 days after invoicing. We reserve the right to cease providing any more services a part of on-going arrangements until payment is received from you.

9.0 Amendments & Delays

If circumstances beyond my control cause me to make any changes to our agreed arrangements and my obligations to you relating to the provision of my design services, then We shall notify you in writing. We will endeavour to do this as timely as possible and will keep any changes and/or delays to an absolute minimum.

10.0 Amendments & Delays

We are not liable for the consequences of you not taking the professional advice We have issued to you. We are not liable for the consequences of you, or a contractor appointed by you, not carrying out the construction according to my design and drawings. WEam not responsible for the adverse consequences of the poor implementation of the advice and recommendations We have given you. During site visits, We will assume that the existing structure and foundations that are not visible during the inspection are in good condition. If during construction, this is found not to be the case, then the contractor should notify me immediately.

We are not liable for any temporary works / structural design – where temporary works are required, the contractor should appoint a competent temporary works engineer to design all the necessary supports for the existing structure during the course of the works. The Contractor is to ensure that the stability of the building and adjacent property is maintained at all stages of construction. We reserve the right to make changes to these terms and conditions of business as necessary from time to time. Any major changes will be agreed with you.

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