

## Terms & Conditions of Appointment

Updated 15<sup>th</sup> June 2025

### OVERVIEW

This agreement sets out the terms under which Peter Rayment Design Ltd (The Practice) provides professional architectural and planning consultancy services as defined in the client proposal and/or identified scope of services. These terms and conditions are to be read in conjunction with the fee proposal and/or form of appointment and any supplementary attachments or enclosures, as together these form the client agreement between you (the Client) and The Practice.

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.

This Agreement supersedes all prior written proposals and/or negotiations.

### DUTY OF CARE

- Peter Rayment Design shall exercise reasonable skill and care in conformity with the normal standards of our profession in performing the Services defined in the client agreement and discharging all our obligations.

### OUR SERVICES

- To deliver the services and fulfil our obligations under the contract with due care and skill, following the standard practices of the architecture profession.
- Ensure the Client is regularly updated on the progress of service delivery and informed about any issues that could impact the project's schedule, cost, or quality.
- Advise as to the possible requirement for additional consultants for work on the project outside the scope of the designer.
- Act as your representative and act fairly when liaising between you and third parties.
- Advise on compliance with statutory requirements.
- Co-operate with all third parties or individuals appointed, include the incorporation and coordination of their work.
- Comply with the current legislation surrounding the Construction Design and Management Regulations 2015.

### CLIENT DUTIES

You undertake to:

- Verify and confirm that the terms outlined in the Letter of Appointment are comprehensive, accurate, and align with its project requirements.
- Collaborate with The Practice matters pertaining to the Services.
- The Client shall establish a project budget with reasonable contingencies that meets the project requirements.
- Peter Rayment Design assumes that the Client shall be the Project Representative, unless the Client notifies The Practice, in writing, that another Project Representative has been appointed within five (5) business days. The client remains responsible for all financial liabilities.
- Supply The Practice with the necessary information, access, and instructions as reasonably required for the provision of Services, ensuring the completeness and accuracy of such information in all material respects. The Client acknowledges that Peter Rayment Design Ltd are entitled to rely on the provided information.
- Appoint and compensate other contractors and consultants necessary for the project, mandating them to cooperate with and collaborate with Peter Rayment Design Ltd. The Client will directly instruct these contractors and consultants. Peter Rayment Design make no warranty regarding the competence, performance, work, services, products, or solvency of such contractors or consultants.
- Hold contractors and consultants accountable for the proper execution and completion of construction works and compliance with health and safety provisions on-site. Peter Rayment Design Ltd are excluded from this responsibility.
- Acknowledge that statutory approvals from third parties, including, but not limited to, planning approvals, may not be granted at all, or if granted, may not be in accordance with any anticipated timescale.

## ASSIGNMENT

- Neither the Client or The Practice shall at any time assign the benefit of this agreement or any rights arising under it without the written consent of the other, which consent shall not be unreasonably withheld or delayed.
- In the event that you wish to assign the agreement, all fees and any other amounts due at the time of our consent to the assignment will be paid in full prior to.

## FEES

- The Client will pay the practice the fee and expenses as set out in the fee proposal or as per the schedule of fees.
- Unless otherwise agreed, invoices will be submitted monthly or at the end of each identified stage or phase. If appropriate, a programme of instalments shall be drawn up. Instalments may not necessarily reflect the progress of our works, and, in such cases, payment shall be made in accordance with;
- Payments are due within 14 days of the date of the invoice, and the practice reserves the right to cease work on the project if fees are not paid by the due date.
- Interest is payable on all outstanding amounts at the rate of statutory interest applicable on the payment due date, 8% above the Bank of England base rate. Interest is chargeable from the due date for payment, accruing on a daily basis up to the date of receipt of cleared funds.
- The practice reserves the right to cease work in the case of breach of contract or the non-payment of fees.
- We are entitled to payment of any part of the fee for services satisfactorily performed, together with any amounts due at the date of any notice suspending or ending performance of any or all of the Services.
- Payments are to be made via bank transfers.
- Our fees in respect of making statutory applications are charged on the submission of the application. Our fees are not dependent on the granting of a 'Planning Consent' notice being issued. If we have cause to make alterations to the scheme once submitted, then this additional work is charged on a time basis (in addition to the original fees).
- Additional fees, calculated on a time basis unless otherwise agreed, will be payable if we are involved in additional work not specified in our scope of services / fee proposal as appropriate, or incur additional expense beyond our control.

## EXPENSES

- Out of pocket expenses include the cost of hotel charges and travelling expenses within the United Kingdom, but exclude postage, telephone, internet and fax charges and various minor items, which are included in our fee.
- Disbursements to be charged additionally include such items as:
- Drawings and documents required by agents, funds or third parties with an interest in the development.
- Colour prints and drawings. (A1 paper prints issued at £4.00 each, A2 drawings issued at £3.00 each and A3 paper prints issued at £1.50 each).
- Mileage is charged at £0.45 per mile.
- Physical and digital models.
- Fees for specialist professional advice are not covered by the Client Agreement.
- All third-party and statutory fees.

## COPYRIGHT

- Intellectual property rights including copyright in the original work produced in the performance of the Service shall remain the property of Peter Rayment Design and the Practice generally asserts the moral right to be identified as the author of such work. However, the Client shall be entitled to use such documents and drawings under license, subject to payment of a license fee having been received by The Practice. You agree not to adapt, reproduce, sell or otherwise disclose any documents without our prior written consent.
- The Practice shall not be liable for the consequences of any use of information or designs prepared by them except for the purposes for which they were provided.
- Photography – We reserve the right to photograph all our projects for internal use and inclusion in our portfolio and for the use in the marketing of the business including print and online use,

## SUSPENSION AND TERMINATION

- In the event of our appointment being suspended, the Practice shall be entitled to fees for all work executed at that time.
- During such a period of suspension, Peter Rayment Design shall be reimbursed for all expenses and disbursements necessarily incurred under this appointment.
- On the resumption of a suspended service within six months, previous payments will be regarded solely as payments on account towards the total fee. The Practice shall be entitled to treat as terminated any Appointment under which the service remains suspended for six months or more.
- Should Peter Rayment Design's appointment with you be terminated at any stage of the project because you decide to:
  - Relinquish your interest in the site or project to others
  - Proceed with the development without acting as your designers
  - Abandon the development for any reason
  - Terminate the appointment for any reason
- Then the fee due to The Practice at the time of termination shall be calculated, either;
  - As a pro rata proportion of an agreed fixed fee
  - On a time charge basis at the agreed hourly rates or,
  - In the event of no rates having been agreed, at the Practice's hourly rates, current at that time, such sum shall be recoverable as a debt.
  - The Consultant's appointment with you may be terminated at any stage of the project by the Practice for any reason.

## LIABILITIES AND INSURANCE

- Our liability to you will expire six years after the practical completion of the project construction or the date of completion of our services, whichever is earlier.
- We carry Professional Indemnity Insurance up to £2,000,000 on an each and every claim basis or series of claims arising out of the same originating case. Insurance cover above this level can be arranged, subject to discussion.
- The Practice's liability for loss or damage shall not exceed the amount of the professional indemnity insurance specified in the Project, providing the Practice has notified the insurers of the relevant claim or claims as required by the terms of such insurance.
- No employee of the practice, including any officer or director of a company or a member of a limited liability partnership or any agent of the Practice, shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.
- Due to restrictions in the Professional Indemnity Insurance market, we are unable to provide insurance cover for the following special activities: a) geo-technical engineering, b) soil engineering, c) foundations, d) structural, waterproofing and damp proofing in respect of basements and swimming pool design

## RIGHTS OF THIRD PARTIES

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

## CLIENT ACCEPTANCE

I confirm that I have read and understood the conditions of our appointment, the terms & Conditions and our client responsibilities surrounding CDM 2015 and Building Regulations.

Client's Names (s) \_\_\_\_\_

Client's Signature(s) \_\_\_\_\_

Date:    /    /