

## **D-10 Architects Standard Terms & Conditions**

Project stages will be in accordance with RIBA Plan of Work 2013 (or RIBA Plan of Work 2007 revised)

Form of Agreement between Architect and Client to be in accordance with RIBA Concise Agreement 2010 (2012 revision).

As a guide, the percentage of expenditure of total fee for project stages will be:  
Appraisal, Concept Design to submission of Planning Application: 30% (RIBA Plan of Work 2007 Stages A-D, RIBA Plan of Work 2013 Stages 1-3) Technical Design and Production Information: 40% (RIBA Plan of Work 2007 Stages E-F, RIBA Plan of Work 2013 Stage 4) Tender Action, Mobilisation, Contract Administration and site activities: 30% (RIBA Plan of Work 2007 Stages G-K, RIBA Plan of Work 2013 Stages 5-6)

Invoices to be issued monthly, or as close to this as possible. Payment terms: 14 days. Any queries are to be directed to D-10 Architects Ltd within seven days of date of invoice. Overdue accounts are subject to interest at 5% monthly and we reserve the right to suspend further work, without notice. Costs in connection with fee recovery will be added to client's account.

Site Inspections (RIBA work stages K-L) will be at 2-week intervals during Construction Period or as dictated by the project and stated separately.

Please refer to the Architects Registration Board (ARB) for complaints procedures.

Time limit for action or proceedings and insurance cover shall be 6 years.

Limit of liability and amount of insurance indemnity cover shall be £500,000

Where services are to be charged at hourly rates, the following hourly rates will apply:  
Director/ Senior Architect £85 CAD/Technician £55

The Client shall instruct the making for applications for planning permission and approval under building acts, regulations and other statutory requirements, and applications for consent by freeholders and all others having an interest in the Project. The Client shall pay any statutory charges and fees, and any expenses and disbursements made in respect of such applications.

Expenses and Disbursements will either be charged:

(a) At 3.5% of the fees levied and will include what we reasonably assume is required to deliver a project from start to finish (unless we advise you of unusual expenses, which we will discuss in advance and charge separately).

(b) At the following rates:

Travel: Rail travel: at cost, Car travel: @ £0.55/mile

Printing: A4/A3 B/W £0.25, A3 Colour £0.50, A2 £1.50, A1:£2.40, A0: £4.00

Colour Plotting: A1 £20.00 or at cost.

Postage, Subsistence, Brochure Binding, CDs, Purchase of Documents, OS plans, Photographs, External Printing: At cost

We will agree with you, which option is to be applied.

Expenses other than those specified shall only be charged with the prior authorisation of the Client. The Client shall reimburse D-10 Architects for any disbursements made on the Client's behalf.

Subject always to the provisions of clause 2, D-10 Architects Ltd does not warrant results or outcomes beyond its control, specifically:

- that the Services will be completed in accordance with any programme or timetable for the Project;
- that planning permission will be granted;
- the performance, work or products of others, whether consultants or contractors;
- the solvency of any other appointed body whether or not such appointment was made on the recommendation of D-10 Architects.

The Client shall appoint and pay any consultants and other persons as maybe required under separate agreements. All such appointments are direct to the Client unless specifically directed otherwise.

The Client, in respect of any work or services in connection with the Project performed or to be performed by any person other than D-10 Architects, shall;

- hold such person responsible for the competence and performance of their services and for visits to the site and for the coordination and interface of their work with other person's designs or works in connection with work undertaken by him;
- hold the Principal Contractor where applicable, and/or other contractors, responsible for his management and operational methods, for the proper carrying out and completion of the Works, and for health and safety provisions on the Site.

Where a percentage basis is to be used, the Architect's fees shall be calculated as a percentage of the total Construction Cost, excluding VAT, when the final evaluation has been ascertained and agreed. By total Construction Cost is meant the cost as certified by the Architect or the QS of all works including site works executed under the Architect's direction and control. For calculating percentage fees before the final cost has been ascertained, the following bases shall be used:

- before the contract is let — the cost estimate by the Architect or the QS
- after the contract is let — the contract sum.

Please be aware that as of April 2015 your proposed work falls under the new Construction (Design and Management) regulations. You should familiarize yourself with the roles and responsibility of a 'Domestic Client' under the CDM 2015 regulation. A useful guide can be found at [www.hse.gov.uk/construction/cdm2015/domestic-clients](http://www.hse.gov.uk/construction/cdm2015/domestic-clients). D10 Architects Ltd will look to meet the requirements set out within CDM 2015 for 'Designers'. It is not within the scope of normal services for D10 Architects Ltd to undertake the role of 'Principle Designer'

Additional fees shall be payable if D-10 Architects, for reasons beyond it's control, is involved in extra work or incurs extra expense, such as where:

- the scope of the Services is varied by the Client;
- it is necessary to vary any item of work commenced or completed due to the nature of the project or changes in interpretation, or enactment or of revisions to laws;
- services by others are not provided or are delayed or additional site inspections are required;
- the Architect is required to provide additional services relating to the settlement of disputes in connection with the Project.

For the avoidance of doubt nothing in this Agreement shall confer or purport to confer on any third party any benefit or right to enforce any term in this Agreement.

## Other Activities

The activities set out below do not form part of the Services unless otherwise included in the Covering Letter attached to this Agreement. Such work will not be carried out unless specifically instructed and agreed. Performance of activities in connection with these services will attract additional fees. Where D-10 Architects are not in a Lead Consultancy role, or not retained beyond Stage 4 or where a Project Manager is appointed, D-10 Architects will provide only those design services identified in the Covering Letter.

### Sites and Building Activities

- Selection of Consultants
- Compiling, revising and editing:(a) Strategic brief (b) Detailed (written) brief (c) Room Data Sheets
- Advise on suitability and selection of sites and/or buildings.
- Outline planning submissions
- Environmental studies
- Surveys, inspections or specialist investigations Make measured surveys, take levels and prepare drawings of sites and/or buildings.
- Prepare report and schedule of condition of existing buildings.
- Prepare report and schedule of dilapidations.
- Investigate and advise on means of escape in existing buildings.
- Arrange for investigations of soil conditions of sites.
- Provide services in connection with demolition works.
- Accessibility audits
- Party wall matters
- CDM Services
- Two stage tendering
- Negotiating a price with a contractor (in-lieu tendering)
- Use of energy in new or existing buildings
- Value management services
- Compiling maintenance and operational manuals
- Specially prepared drawings of a building as-built
- Submission of plans for proposed works for approval of landlords, funders, freeholders, tenants etc.
- Applications or negotiations for statutory and other grants.
- Role of Principal Designer with reference to CDM Regulations 2015

### Special Activities

- Conduct exceptional negotiations in connection with planning permission or building acts and/or regulations and other statutory requirements and revise documentation.
- Investigate and advise on change of use in existing buildings.
- Comply with changes in interpretation or enactment or revisions to laws or statutory regulations
- Make corrections not arising from any failure of the Architect
- Ascertainment of contractor's claims Investigations and instructions relating to work not in accordance with the building contract
- Prepare, submit, negotiate claims following damage by fire and other causes.
- Assessment of alternative designs materials or products proposed by the contractor
- Dispute resolution services on behalf of the Client, including any involvement with an

adjudication

- Damage to or destruction of a building in construction or to existing buildings
- Determination of any contract Insolvency of any other party providing services to the
- Inspect and prepare valuations for mortgage or other purposes.
- Easements or other legal project agreements Investigation of building failures
- Feedback – post-completion evaluation
- Collateral warranties
- Energy calculations inc. SAP and BREEAM
- Assessments Code for Sustainable Homes Application
- D-10 Architects Ltd do not provide Legal Advice or advice on implications of property ownership, restrictive covenants or property title conditions.

Design Service Activities

- Interior design services
- Selection of furniture and fittings
- Design of furniture and fittings
- Landscape design services
- Special drawings, photographs, models or technical information produced at the Client's request

Historic Buildings and Conservation Activities

- Detailed inspection and report
- Historical research and archaeological records
- Listed building consents
- Conservation area consents
- Grant aided works

Note:

- D-10 Architects Ltd do not provide Legal Advice or advice on implications of property ownership, restrictive covenants or property title conditions.
- It is the client's responsibility to obtain Legal Advice relating to property matters.