



Project Terms & Conditions

The following terms and conditions shall form the basis of a contract between [CLIENT] ("Client") and [THE DESIGN & SURVEYING CONSULTANCY] ("Consultant") in the event that the client decides to proceed and accepts this fee quotation attached either by returning signed fee quotation attached or written acceptance of our quotation via post or electronic mail which forms contract between THE DESIGN & SURVEYING CONSULTANCY and THE CLIENT and accepts in full the terms and conditions hereby listed. THE DESIGN & SURVEYING CONSULTANCY fee quotes are valid for 30 days, unless noted otherwise.

THE DESIGN & SURVEYING CONSULTANCY agrees to provide the services outlined in the fee quotation attached.

The contract is personal to THE DESIGN & SURVEYING CONSULTANCY with all services to be carried out by THE DESIGN & SURVEYING CONSULTANCY unless otherwise stated or agreed prior to instruction of any third-party company.

THE CLIENT can request from THE DESIGN & SURVEYING CONSULTANCY a 'Schedule of Fees for outside services' which are works that require third party services. Any fees stated are advisory only and will be confirmed if requested at required procurement time to you THE CLIENT before instruction to the third-party company is made.

The Design & Survey Consultancy Commitment

THE DESIGN & SURVEYING CONSULTANCY shall exercise reasonable skill, care and diligence in commencing and completing services that have been accepted in writing by our clients.

THE DESIGN & SURVEYING CONSULTANCY shall advise on the progress of a project within reasonable time frames and notify of any issue that may significantly affect the delivery, cost or quality of the project when brought to our attention

THE DESIGN & SURVEYING CONSULTANCY ('THE DCS') shall collaborate with third party companies as required in accordance with THE CLIENT (s) written approval and instruction to obtain information required for the project and pass any documentation obtained onto THE CLIENT on settlement of the associated fees paid by THE CLIENT.

With regard to projects requiring local authority approval in the form of planning permission THE DESIGN & SURVEYING CONSULTANCY will not make material alterations to the approved design without the consent of the client, except in the case of an emergency.

THE DESIGN & SURVEYING CONSULTANCY have the right to publish photographs of the project and THE CLIENT shall offer reasonable access to the project for this purpose for 2 years after practical completion of the construction works.

THE DESIGN & SURVEYING CONSULTANCY reserve the right to review the quoted costs for services if the client instructs additional works or if the brief described within the initial fee quotation attached is deviated from on the basis of reimbursement for additional time expended plus any expenses incurred.

THE DESIGN & SURVEYING CONSULTANCY reserve the right to charge for further meetings if required during the design process on their basis of reimbursement for additional time expended plus any expenses incurred @ £45 per hour.

THE DESIGN & SURVEYING CONSULTANCY undertakes to consult with the Client in order to facilitate the completion of the agreed works services outlined in the fee quotation attached.

THE DESIGN & SURVEYING CONSULTANCY will ensure compliance with all relevant standards and regulations.

THE DESIGN & SURVEYING CONSULTANCY shall advise on the progress of a project within reasonable time frames and notify of any issue that may significantly affect the delivery, cost or quality of the project when brought to THE DESIGN & SURVEYING CONSULTANCY attention.

THE DESIGN & SURVEYING CONSULTANCY may outsource work to third-party company as part of THE DESIGN & SURVEYING CONSULTANCY service. No additional costs are charged back to THE CLIENT outside the services outline in the fee quotation attached, without the strict agreement by the Client.

THE DESIGN & SURVEYING CONSULTANCY is not responsible for delays due to outside services such as planning or government authorities; third-party contractors or any third-party company.

THE DESIGN & SURVEYING CONSULTANCY is not responsible for Fees that must be paid to outside services such as planning or government authorities; contractors or consultants or any third-party company outside of services outlined in the fee quotation attached.

THE DESIGN & SURVEYING CONSULTANCY is not responsible for delays due to unforeseen eventualities such as poor weather, flooding, natural disaster etc, where the services outlined in the fee quotation attached.

Any subsequent agreement, whether written or oral, between THE DESIGN & SURVEYING CONSULTANCY and THE CLIENT shall override the terms of these Terms & Conditions. Additional costs may occur, but this must be agreed by THE DESIGN & SURVEYING CONSULTANCY and THE CLIENT and a new Terms and Conditions, put in place.

Clients Commitment

THE CLIENT shall advise of the requirements sought as a result of the development and any changes required during the design phase to THE DESIGN & SURVEYING CONSULTANCY with clear instructions and guidance when required and asked.

THE CLIENT must be fully aware of their duties under the CDM Regulations 2015 and must confirm to THE DESIGN & SURVEYING CONSULTANCY of this from the outset to assess if the project falls under these regulations when carrying out construction project.

THE CLIENT undertakes to insure and keep insured the site against injury to third parties and contractors. THE CLIENT must inform existing insurers of intention to carry out a Construction Project as this may affect insurance premiums.

THE CLIENT must provide all information relevant to site and buildings, existing surveys; ownership and any lessors and lessees of the site, boundary fences and other enclosures, and any known easements, encroachments, underground services, rights of way, rights of support and other relevant matters, that may relate to their project. THE CLIENT will provide, free of charge to us any information in his/her possession or of which is reasonably obtainable any documentation that would benefit the project

THE CLIENT will give written approval of drawings and documentation before their submission to local authorities or third-party companies and give decisions to assist the performance of services.

THE CLIENT acknowledges that THE DESIGN & SURVEYING CONSULTANCY will advise to best of our knowledge at the time of delivering services and with the information made available to THE DESIGN & SURVEYING CONSULTANCY as to whether a proposed development requires planning permission or if planning permission would be granted and accepts that THE DESIGN & SURVEYING CONSULTANCY takes no responsibility for this advice without formal enquiries being made to the local authority.

It is THE CLIENT (s) responsibility to make THE DESIGN & SURVEYING CONSULTANCY aware and ensure themselves that any relevant development approvals are in place in line with their deeds or planning conditions on the existing building or land. Including but not exhaustive of 'right of ways' (shared drives), Developer restrictions, S106 conditions, South West Water Approvals etc...

THE CLIENT acknowledges that although THE DESIGN & SURVEYING CONSULTANCY use our best endeavours to prepare a design solution the in our opinion has a good chance of obtaining approval we will not guarantee local authority approval will be granted nor can we guarantee the time scales of an application and if subsequent to making a planning or building control application we are instructed by the local authority to make amendments to the design that results in either modified drawings or submission of a new application further design work will be subject to the payment of additional fees that will be calculated based on our hourly rates @ £45. THE DESIGN & SURVEYING CONSULTANCY are not responsible for the outcome of a Planning or Building Control Application decisions. This matter is for the local authority and is outside our control. THE DESIGN & SURVEYING CONSULTANCY must do their utmost to support a positive decision.

THE CLIENT undertakes not to withhold payment for any reason and to be paid within 30 Days of dated invoice issued.

THE CLIENT undertakes to agree to the services outlined in the fee quotation attached and pay the agreed fee when due.

THE CLIENT understands that the services outlined in the fee quotation attached will assist THE CLIENT in obtaining Project Cost Estimates and would therefore understand they should set aside a further 5%-15% Project Contingency on any Project Cost Estimate in case of unforeseen items during the construction phase of their project. This does not include potential costs associated with the requirements of input from Consultants and other Services, that THE CLIENT may fee necessary.

THE CLIENT understands THE DESIGN & SURVEYING CONSULTANCY is not responsible for increases in costs caused by a future rise in the costs of materials (including outside contractors) or by a later lack of availability of those materials used as a basis for cost estimates based on the work completed from services outlined in the fee quotation attached

THE CLIENT acknowledges that THE DESIGN & SURVEYING CONSULTANCY does not warrant the competence, performance, work, services, products or solvency of any other persons that may be instructed during the project

Fees

The fees and terms set out within the quotation will be involved due on receipt, THE DESIGN & SURVEYING CONSULTANCY reserve the right to suspend services if payment is not made promptly within 14 days of invoice.

Deposits if and where required are detailed on the fee quotation and you will be invoiced on formal acceptance

THE CLIENT understands the fees are for lump sums to be carried out based on the current services outlined in the fee quotation attached and will be either separated by services and invoiced accordingly with balance to pay or as a completed lump sum on completion. This is for THE DESIGN & SURVEYING CONSULTANCY to advise how they manage their project workflow.

THE DESIGN & SURVEYING CONSULTANCY will bill at the end of each stage as outlined above, however should the project abort, stand still during a stage for any reason, or payment for a stage becomes overdue we shall bill for the time taken up to that point and cease our services. Any overdue invoices exceeding 30 days from when the invoice is due, THE DESIGN & SURVEYING CONSULTANCY will instruct THE COURTS to recover those outstanding invoice amounts.

The balance of fees for each phase will be due at completion of drawings and documentation and prior to submission of applications where outlined within the fee quotation attached – THE DESIGN & SURVEYING CONSULTANCY reserve the right to delay the submission of an application until payment has been made

THE DESIGN & SURVEYING CONSULTANCY will invoice for third-party involvement of the project and reserve the right to include an appropriate administration fee for sourcing the information.

If further design work has been necessary, THE DESIGN & SURVEYING CONSULTANCY must confirm in writing to THE CLIENT to seek approval. THE DESIGN & SURVEYING CONSULTANCY will not charge additional fees where this has not been agreed with THE CLIENT.

All other disbursements including attendance at additional meetings etc will be outlined on the fee quotation attached.

Any additional meetings, design works or consultations are charged at £60-00 per hour (inc VAT) in 1/4-hour increments to include travel time plus mileage expenses where applicable @ 45p a mile.

THE DESIGN & SURVEYING CONSULTANCY is a sole practitioner firm, and VAT is not currently charged.

THE DESIGN & SURVEYING CONSULTANCY understand and will exercise our statutory right to claim interest and compensation for debt recovery costs the UK late pay legislation if we are not paid according to our agreed terms of business. Any legal costs incurred whilst pursuing a debt will also be payable by the debtor.

Printing/Plotting Fees (further to quoted allowance)

A1 – £5 / A2 – £3 / A3 – £1.50 / A4 – £0.50 - Plus postage where required

Copyright

THE CLIENT understands, copyright in all documents and drawings prepared by THE DESIGN & SURVEYING CONSULTANCY and in any works executed from these documents and drawings shall remain THE DESIGN & SURVEYING CONSULTANCY property, unless noted and agreed elsewhere.

THE DESIGN & SURVEYING CONSULTANCY shall own the copyright to all drawings and documentation produced in performing the services and we assert our moral right to be identified as the author of such work

On the proviso that all fees are settled THE CLIENT shall have a license to copy, use and allow other persons providing services to the project to copy and use hard and soft copies (excluding DWG or similar digital files) of all drawings and documentation produced.

No drawing or document produced by THE DESIGN & SURVEYING CONSULTANCY may be submitted to a local authority or any institution without expressed written consent but us.

Liability & Insurance

THE DESIGN & SURVEYING CONSULTANCY are committed to offering a high standard of services to our clients however if THE CLIENT is dissatisfied this must be registered by letter posted to THE DESIGN & SURVEYING CONSULTANCY offices within 30 days. Where deemed THE DESIGN & SURVEYING CONSULTANCY has not resolved the complaint, THE CLIENT can follow the RICS Complaints Handling Procedure, which THE CLIENT has the opportunity to take the complaint to an independent redress provider by the RICS Regulatory Board.

The maximum liability of any claim shall not exceed the fee quotation sum for the services offered and accepted. This is limited to THE DESIGN & SURVEYING CONSULTANCY fees only.

THE DESIGN & SURVEYING CONSULTANCY hold Professional indemnity insurance to the value of £5,000,000.00.

Right to Cancel

Either THE CLIENT or THE DESIGN & SURVEYING CONSULTANCY has the right to cancel the contract before works have commenced at no cost.

Should THE CLIENT wish to cancel once services have commenced, they will be invoiced for the time and expenses spent up until the day of cancellation.

Cancellation must be done in writing (post or electronic mail) and will terminate the contract on the day we receive the correspondence.