

TERMS & CONDITIONS

These Terms and Conditions apply to services by Sarah Gould Architects ("SGA") for the provision of Services to customers ("Client", "You" or "Your"). Please read them carefully and ensure that you understand and agree to them.

BACKGROUND:

- (1) SGA provides architectural design and consultancy services including preparation of detailed design drawings and specifications, project management and coordination with contractors and consultants and site analysis and evaluation to consumer clients (as defined below) and has reasonable skill, knowledge and expertise in that field.
- (2) The Client wishes to engage SGA to provide services for residential projects including single-family homes, multi-family dwellings and fit-out and internal reconfigurations ("the Project") subject to the terms and conditions of this Agreement.

Definitions and Interpretations are attached in Schedule 1.

IT IS AGREED as follows:

- 1.1 Each reference in this Agreement to "writing", and any similar expression, includes electronic communications whether sent by e-mail, text message or other means.
- 1.2 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.3 Each reference to a Schedule is a reference to a schedule to this Agreement.
- 1.4 The headings used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- 1.5 Words signifying the singular number will include the plural and vice versa.
- 1.6 References to any gender will include the other gender.
- 1.7 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 I am a sole trader company who trades from 1 The Ashes, The Square, Spencers Wood, Reading RG7 1BF.
- 2.2 I am registered with the Architects Registration Board and subject to the Architects Code of Conduct and Practice.
- 2.3 If You wish to contact SGA with questions or complaints, You may contact Me by telephone at 07979 712649 or by email at sarahgouldarchitects@gmail.com.

3. Services

- 3.1 I will provide the Services in accordance with the scope of Services as set out in the fee letter.
- 3.2 I will act in accordance with all reasonable instructions You give provided such instructions are compatible with the scope of the Services.

- 3.3 I will ensure that the Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best practice in the architecture profession in the United Kingdom.
- 3.4 I will ensure that I comply with all relevant laws, standards, rules and codes of practice.
- 3.5 I will provide You with updates on all activities related to the Project at regular intervals.
- 3.6 I may, in relation to certain specified matters, act on Your behalf. These matters are not set out in this Agreement but may be agreed between the parties as they arise from time to time.
- 3.7 I will, where possible, accommodate any reasonable changes in the Project that You request under Clause 4.4, subject to Your acceptance of any related reasonable changes to the Fees which may be due as a result of such changes.
- 3.8 I will try to ensure that all designs and plans I prepare match the brief as set out in the fee letter.
- 3.9 When I am preparing the designs and plans I will, from time to time (or as agreed in writing between the parties), consult with You and try to accommodate Your preferences.
- 3.10 Once You have approved the final designs and plans, I will not make any changes to them without Your written approval unless the changes are necessary to comply with any laws, standards, codes of conduct or other rules. I will only make changes that are absolutely necessary for compliance, and I will inform You as soon as is reasonably possible after I have made the changes.

4. Your Obligations

- 4.1 If I advise You of any laws, standards, codes of conduct or other rules that apply to the Project, You must comply with them.
- 4.2 You must provide Me with all the information I need to provide the Services and to comply with this Agreement. This includes but is not limited to, Your requirements concerning the Brief, budget and the Project timetable and any information I may need in order to comply with the CDM Regulations.
- 4.3 Unless You and I agree otherwise in writing, You must make all applications for consents required for the Project including, but not limited to, those required under planning and building control legislation or relating to legal matters affecting the Property. Where it is agreed that I submit Planning & Building Regulation applications (as an Agent), You agree to pay any required fee directly to the Local Authority or Building Control.
- 4.4 You must, within 30 days of receiving a Fee Letter from Me, inform Me in writing of Your acceptance of the Fee Letter. Quotations are fixed for 3 months.
- 4.5 You may, from time to time, give reasonable instructions to Me in relation to the provision of the Services. Any such instructions should be compatible with the Specification.
- 4.6 If I need You to make a decision or approve a proposal I have made, You must do so as soon as is reasonably possible. I will not be held responsible for any delays caused by delays in Your communication.

5. Appointment of Third-Party Consultants and Contractors

5.1 Where necessary and appropriate, You may appoint third-party consultants and contractors to perform other services for the Project. My consent will not be required unless the services provided by such third parties are likely at any time to duplicate,

overlap, or in any other manner interfere with the Services I am providing.

- 5.2 You must appoint suitably qualified and experienced contractors to undertake all construction works. I may recommend preferred contractors, but You will not be bound by My recommendations.
- 5.3 The surveyor may only be instructed through Me unless agreed otherwise. You must not instruct the surveyor directly without My written consent.
- 5.4 I may, from time to time, identify certain parts of the Project which require the services of a third-party specialist. In such cases, I will inform You of the need for such a specialist and You must appoint the specialist. I will not be a party to any such contracts.
- 5.5 You must keep Me fully informed of all third-party consultants and contractors appointed to the Project.
- 5.6 You give Your consent to My coordinating the activities and services of any thirdparty consultants and contractors where this is necessary for the smooth running of the Project.

6. Advertising and Marketing

- 6.1 I may erect suitable site signboards at the Property. Other promotional banners, boards, posters or similar will be permitted only with Your approval and express written consent.
- 6.2 I may take and use photographs of the Property (including, but not limited to, work relating to the Project) in My promotional materials. The copyright in any such photographs belongs exclusively to Me, subject to any contractual terms which may exist to the contrary between Me and a third party such as a photographer.

7. Fees, Payment and Records

- 7.1 You must pay My Fees in accordance with this Clause 7.
- 7.2 I will provide a breakdown of Fees in your Fee letter along with payment arrangements.
- 7.3 I will invoice You in accordance with the Payment Schedule.
- 7.4 The Fees are exclusive of VAT.
- 7.5 You must pay any invoice within 7 days of receiving it.
- 7.6 I only accept BACS payments.
- 7.7 If You do not pay an invoice by the due date, I may charge You interest on the overdue sum at the rate of 8% above the Bank of England base rate from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 7.8 If You have promptly contacted Me to dispute an invoice in good faith, I will not charge interest while such a dispute is ongoing.
- 7.9 If I am required to obtain legal advice and/or issue proceedings to recover any fees or disbursements and I am successful in such proceedings, You agree that you will pay My advisory and/or legal costs of such proceedings even if the amount claimed is suitable for the small claims track.
- 7.10 In the event of a dispute, I am willing to consider Mediation or Arbitration. The cost of the proceedings, disbursements, facilities, and fees are to be split between the parties. However, subject to the applicable Arbitration legislation, the Arbitrator may determine who shall be responsible for the costs of the Arbitration and shall set out that determination in any Award.

8. Intellectual Property Rights

- 8.1 I will own (and retain) all intellectual property rights (at all times throughout the world) in the works created by SGA in the course of performing the Services.
- 8.2 I will assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.3 I will grant You a royalty-free non-exclusive worldwide licence to SGA works for the purposes of the Project and for any Specified Purposes and allow any third-party consultants and contractors appointed to the Project to do the same.
- 8.4 If You wish to use any of SGA's works for any purposes outside of the scope of the Project or the Specified Purposes, You must obtain My express written consent, such consent not to be unreasonably withheld.
- 8.5 Where any payments due under this Agreement are overdue by a period exceeding 14 days, I will have the right, exercisable by written notice to You, to suspend any licences granted under this Clause until all such payments are paid in full.
- 8.6 All SGA works may be used by Me for any other purposes including, but not limited to, advertising and marketing, except where SGA works incorporate any intellectual property rights belonging to You. In such cases, I will either create a version of the affected work which does not incorporate Your intellectual property rights or I will enter into good faith negotiations with You in order to agree upon mutually acceptable terms for the use and/or licence of such intellectual property rights.

9. Complaints and Feedback

- 9.1 I always welcome feedback from My clients and, while I always use all reasonable endeavours to ensure that Your experience as a client of mine is a positive one, I nevertheless want to hear from You if You have any cause for complaint.
- 9.2 If You wish to complain about any aspect of Your dealings with Me, please contact Me as per the details in Clause 2.

10. Cancellation of Contract During the Cooling Off Period

- 10.1 Where this Agreement is not made "on My Premises", You have a statutory right to a "cooling off" period. This period begins once the contract between You and I is formed and ends at the end of 14 calendar days after that date.
- 10.2 If You wish to cancel this Agreement within the cooling off period, You should inform Me immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in this Agreement).
- 10.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 10.4 If You exercise the right to cancel You will receive a full refund of any amount paid to Me in respect of the contract.
- 10.5 I will refund money using the same method used to make the payment unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 10.6 I will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which I am informed of the cancellation.
- 10.7 If the Start Date falls within the cooling-off period, You must make an express request for the provision of the Services to begin within the 14-calendar day cooling-off period. By making such a request You acknowledge and agree to the following:

- 10.7.1 If the Services have been fully performed within the 14-calendar day cooling off period, You will lose the right to cancel once the Services have been fully performed;
- 10.7.2 If You cancel this Agreement after the provision of the Services has begun, You will be required to pay for the Services supplied up until the point at which You inform Me of Your wish to cancel;
- 10.7.3 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis; and
- 10.7.4 I will process any refund within 7 calendar days and in any event no later than 14 calendar days after You inform Me of Your wish to cancel.

11. Termination

- 11.1 You may terminate this Agreement by giving Me 1 week's written notice at any time.
- 11.2 You may terminate this Agreement with immediate effect by giving Me written notice if:
 - 11.2.1 I have breached the Agreement in any material way and have failed to remedy that breach within 30 days of You asking Me in writing to do so;
 - 11.2.2 I enter into liquidation or have an administrator or receiver appointed over My assets;
 - 11.2.3 I am unable to provide the Services due to an event outside of My control.
- 11.3 I may terminate this Agreement with immediate effect by giving You written notice if:
 - 11.3.1 You fail to make a payment on time as required under Clause 7 (this does not affect My right to charge interest on overdue sums under Clause 7.7);
 - 11.3.2 You have breached the Agreement in any material way and have failed to remedy that breach within 30 days of Me asking You in writing to do so; or
 - 11.3.3 I have been unable to provide the Services for more than 8 weeks due to an event outside of My control (see Clause 13).
- 11.4 For the purposes of this Clause 12 a breach of this Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be given to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 11.5 If at the termination date:
 - 11.5.1 You have made any payment to Me for any Services I have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;
 - 11.5.2 I have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, I will invoice You for those sums and You will be required to make payment in accordance with Clause 7.

12. Effects of Termination

- 12.1 If this Agreement is terminated for any reason:
 - 12.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

- 12.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or I may have in respect of any breach of the Agreement which exists at or before the date of termination.
- 12.1.3 Any licences granted under Clause 8 will terminate but You and I will enter into good faith negotiations for the grant of a replacement licence to use SGA's works.

13. Events Outside of My Control (Force Majeure)

- 13.1 I will not be liable for any failure or delay in performing My obligations under this Agreement where the failure or delay results from any cause that is beyond My reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), pandemic, epidemic or other natural disaster, or any other event that is beyond My reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect My performance of any of My obligations under this Agreement:
 - 13.2.1 I will inform You as soon as is reasonably possible;
 - 13.2.2 My obligations under the Agreement will be suspended and any time limits that I am bound by will be extended accordingly;
 - 13.2.3 I will inform You when the event outside of My control is over and provide details of any new dates, times or availability of Services as necessary;

14. Liability

- 14.1 I will be responsible for any foreseeable loss or damage that You may suffer as a result of My breach of this Agreement or as a result of My negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Me when this Agreement is entered into. I will not be responsible for any loss or damage that is not foreseeable.
- 14.2 I will maintain suitable and valid insurance and will provide evidence of My insurance cover on request.
- 14.3 I provide Services for domestic and private properties only. I make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. I will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 14.4 My total liability for any loss or damage caused as a result of My negligence or breach of this Agreement is limited to the amount of the fees paid for the present work stage in question. Any prior fees paid for previous work stages will not be included in this limit.
- 14.5 I am not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Me.
- 14.6 Nothing in this Agreement is intended to or will limit or exclude My liability for death or personal injury caused by My negligence or for fraud or fraudulent misrepresentation.

15. How I Use Your Personal Information (Data Protection)

I will only use Your personal information as set out in My Privacy Policy which can be found on My website.

16. Other Important Terms

- 16.1 I may transfer (assign) My obligations and rights under this Agreement to a third party (this may happen, for example, if I sell My business). If this occurs, I will inform You in writing. Your rights under this Agreement will not be affected and My obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) Your obligations and rights under this Agreement without My express written permission (such permission not to be unreasonably withheld).
- 16.3 This Agreement is between You and Me. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 16.4 Where I carry out Services for a Limited Liability Company, I require the Director(s)/Controlling Shareholder(s) to guarantee your liabilities to Me and/or provide suitable security for payment. I reserve the right to suspend all work until satisfactory guarantees are provided.
- 16.5 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question will not be affected.
- 16.6 No failure or delay by Me or You in exercising any rights under this Agreement means that I or You have waived that right, and no waiver by Me or You of a breach of any provision of the Agreement means that I or You will waive any subsequent breach of the same or any other provision.

17. Law and Jurisdiction

- 17.1 This Agreement and the relationship between the parties (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 17.2 Any dispute, controversy, proceedings or claim between the parties relating to this Agreement or the relationship between You and Me (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England.

SCHEDULE 1

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:
- "Brief" means the Client's initial statement of requirements which may be subsequently revised and developed during the Project from time to time; "Business" means any business, trade, craft or profession carried on by You or any other person/organisation; "Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England; "CDM Regulations" means the Construction (Design and Management) Regulations 2015 as amended or re-enacted; "Consumer" means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to this Agreement means an individual customer of the Architect who receives Services for their personal use and for purposes wholly or mainly outside the purposes of any Business; "Fees" means all sums to be paid under this Agreement from the Client to SGA; "Programme" means a schedule for the provision of the Services setting out relevant dates and times including, but not limited to, the Start Date, access dates for contractors and Milestone Dates: "Project" means the complete design and development project in relation to which SGA is to provide the Services: "SGA works" means any works created by SGA in the course of providing the Services which relate to the Project including, but not limited to, sketches, designs, plans, artists' impressions, renderings, models and written documents: "Site" means the site at which construction is to take place for the Project: "Specification" means the specification of Services (as may be amended by agreement between the Client and SGA from time to time): "Specified Purposes" means the purposes for which the Client will be permitted to use SGA's Works; "I/Me" means SGA and includes all employees, agents and subcontractors of SGA; "You/Your" means a Consumer who is a customer of SGA.