

ARA ARCHITECTURE
STANDARD TERMS & CONDITIONS OF ENGAGEMENT

1. ARA Architecture is an unlimited company registered in England and Wales with number 7729784 and whose registered office is at 39 Rolle Street, Exmouth, Devon, EX8 2SN.

The instructions you give us create a contract between you and ARA Architecture for the provision of services to you. Our contract with you is personal. It may be enforced by, and confers benefit on you and ARA Architecture but not on any third party. References in these Terms and Conditions of Business to “we”, “our” and “us” shall be read as to ARA Architecture.

2. Unless otherwise agreed the conditions of engagement shall be those set out in the latest revision of the “Standard Conditions of Appointment for a Chartered Architectural Technologist. Published by the Chartered Institute of Architectural Technologists (CIAT), a copy of which may be inspected at our offices during normal working hours.
3. We maintain professional indemnity insurance cover in the sum of £2 million.
4. Payment shall be as stated in the accompanying letter calculated on a percentage of building costs, time charge plus expenses, or a lump sum plus expenses.
5. Invoicing will be on a monthly basis to reflect the amount of work undertaken in the preceding month. We may request some or all of the agreed fee be paid in advance of work being undertaken. Payment will become due within 30 days of the date of issue of invoice.
6. The service of any invoices shall be sufficient if posted to the client at the address on the letter attached to these conditions or any other address as may subsequently be agreed in writing.
7. Invoices remaining unpaid beyond the 30 day period shall bear compound interest, such interest to accrue from day to day at the rate of two percent per annum above the current base rate of Lloyds Bank Plc.
8. Any invoice or item on an invoice which is disputed shall be brought to our attention in writing within seven days of the date of the invoice failing which it shall be assumed no item is disputed.
9. All fees will be subject to VAT at the rate current at the date of the invoice.
10. Our fees do not include for any disbursements or payments to third parties such as payments due to Local Authorities or other statutory bodies as Planning and Building Regulation fees or other charges which will be charged in addition, unless stated to the contrary.
11. Standard charges for disbursements (travelling, printing, out of pocket expenses, etc.) can be supplied upon request.
12. Any dispute regarding the services of ARA Architecture will be dealt with in accordance with the rules for such matters as set out by the Chartered Institute of Architectural Technologists (CIAT) Dispute Regulation Scheme which is run independently by the IDRS, a subsidiary of the Chartered Institute of Arbitrators.
13. Where our services involve the submission of Planning or Listed Building Consent Applications to the Local Authority we will use our best endeavours to prepare a design solution that has in our opinion a good chance of obtaining a Consent, if subsequent to making the Application we are instructed to make significant amendments to the design either in the form of amendments to the Application or the submission of a fresh Application to the Local Authority this new design work will be subject to the payment of additional fees.
14. Should the client instruct additional works over and above those quoted for herein additional fees will be payable either at a rate to be determined by agreement at the time or in the case of no written agreement, on the basis of reimbursement for additional time expended plus expenses.
15. Should it be necessary to utilise the services of a surveyor, planning supervisor, structural engineer, quantity surveyor, or other consultant, such employment shall be directly by the Client and fees associated with this shall be in addition to our fees. Should such services be required these shall be agreed between us and the Client prior to any consultant being appointed.
16. We will make no enquiries as to the presence of any restrictive covenants, easements, rights of way, or other legal burdens upon the land or building under consideration the client should therefore satisfy himself in respect of these prior to initially instructing us.
17. The works may require compliance with The Party Wall etc Act 1996, we will make no enquiries in this regard and the Client should therefore satisfy himself in respect of this prior to instructing us.
18. Any drawings, schedules, specifications or other information provided by us and the design copyright of any works executed from these documents shall remain the property of us. The right of the Client to utilise these documents in the execution of the works therein described will be immediately suspended if our account remains unpaid.
19. Neither party to this agreement may assign any part of this agreement without the written consent of the other party.
20. The fee quotation attached to these conditions shall remain open to acceptance by the client for a period of three months from the date of the quotation. Thereafter it shall be subject to review.
21. This agreement may be terminated by either party on the expiration of reasonable notice in writing.