

# Terms and Conditions

## 1 Introduction

- 1.1 These Terms and Conditions cover the provision of architectural and consultancy services by T2 Design and Consulting Ltd ('we,' 'us,' or 'our') to the client ('you' or 'your'). By engaging our services, you agree to comply with these terms.
- 1.2 The fee proposal is valid for 2 months from the date of issue.
- 1.3 If a project lasts for a year or more (including any pauses) from the date of acceptance of fee proposal, the fees may be subject to review.

## 2 Scope of services

- 2.1 We provide architectural design, strategy, and consultancy services as agreed in writing with you.
- 2.2 Any modifications to the agreed scope or extent of involvement must be in writing and may be subject to additional fees.
- 2.3 Meetings can be in person, by phone or by Zoom, as appropriate and practical.

## 3 Fees and payment terms

### 3.1 Fee Structure

- 3.1.1 Our fees are charged on either a fixed-fee basis, as outlined in our proposal for specific project deliverables, or on an hourly rate basis, where work is billed at £120 per hour or £650 per day (or as agreed otherwise in writing) for time spent on the project.
- 3.1.2 Our fees are not subject to VAT.
- 3.1.3 Other costs incurred will be billed at cost (eg printing, travel – generally on public transport)
- 3.1.4 Travel time (if outside of TW1) will also be charged for at half the hourly rate, unless agreed otherwise in writing.
- 3.1.5 Fees for other consultants and statutory bodies (eg planning, building control, structural engineer) will be paid direct by you, and contracts for their services will be direct between you and them.

### 3.2 Payment Terms

- 3.2.1 Invoices will be issued by email at the start of any section or stage of work (eg as work begins on Stage 01, or prior to submitting a planning application) or at regular intervals if on an hourly/daily rate basis.
- 3.2.2 Payments are due within 3 days of receipt of invoice.
- 3.2.3 Additional work beyond the agreed scope set out in our fee proposal will be charged separately, on our hourly rate, unless agreed otherwise in writing prior to work commencing.
- 3.2.4 Late payments may incur interest at 10% per month.
- 3.2.5 We reserve the right to pause work if payments are not received on time.

### 3.3 Additional Fees

Some typical situations that give rise to additional fees:

- 3.3.1 Change to client brief resulting in re-design of part or whole of design
- 3.3.2 Re-design due to cost considerations (eg after QS involvement or tender)
- 3.3.3 Multiple planning applications at the same time (eg splitting of overall proposals to form more than one planning application to increase chance of approval)
- 3.3.4 Multiple or re-submissions for planning permissions following a refusal
- 3.3.5 Work to satisfy planning conditions (as these can be unpredictable)

- 3.3.6 Re-design due to unforeseen project situations (eg boundary disputes, underground drainage)
- 3.3.7 Re-starting a project after a pause in the project (of more than 2-3 months) to re-engage in the project and get systems re-set up.

## 4 Other costs to consider

This is a non-exhaustive list to give you an idea of other costs that may be necessary, depending on the project size and scope. We can assist with obtaining quotes for you and monitoring their involvement:

### 4.1 Most projects require:

- 4.1.1 Local Authority Planning Application fees
- 4.1.2 Building Control (either through the local authority or a private firm of Approved Inspectors)
- 4.1.3 Structural Engineer
- 4.1.4 Party Wall Surveyor (although some tasks can be undertaken by us)

### 4.2 Some projects require:

(and if required, additional fees may be due to us for co-ordinating their input)

- 4.2.1 Detailed measured or topographical survey by professional surveyor
- 4.2.2 Quantity Surveyor – professional costing advice
- 4.2.3 Interior Designer (although some tasks can be undertaken by us)
- 4.2.4 Kitchen and/or bathroom designer (although some tasks can be undertaken by us)
- 4.2.5 Landscape Designer
- 4.2.6 Lighting Designer
- 4.2.7 AV / Smart Home / Multimedia consultant
- 4.2.8 M&E consultant (mechanical and electrical or services consultant)
- 4.2.9 Environmental consultant (eg planning reports such as SAP, heat-pumps, detailed sustainability or biodiversity advice)
- 4.2.10 Arboriculturalist (Tree consultant – assessment, impact and protection)
- 4.2.11 Planning Consultant (complex planning considerations, Community Infrastructure Levy (CIL) or Affordable Homes Contribution advice)
- 4.2.12 Heritage Specialist (if complex heritage considerations, although some tasks can be undertaken by us)
- 4.2.13 Basement impact assessments / soil investigation
- 4.2.14 Transport consultant (if new drop-curb required)

## 5 Pre-purchase property advice

- 5.1 If you have taken out this service, this is an informal service to assist you with making your own decisions. We will advise you to the best of our knowledge within the confines of a short involvement and without the benefit of professional research on the surrounding issues. If a more detailed service is required, then a feasibility study can be carried out with greater time and cost, allowing for a more considered view of the issues.
- 5.2 Advice is limited to general architectural issues and past experience of similar properties and does not constitute formal advice on planning outcome, costs of renovation work, legal issues or valuations etc

## 6 Initial design and advice consultation (often referred to as Initial Consultation)

- 6.1 If you have taken out this service with us, this is an informal service to assist you with understanding the breadth of considerations necessary on your type of project, and to understand more about your brief and desires in order to provide general guidance for options for you to move forward. Should

you wish a written advice note to be provided after the meeting, then this can be provided (with more detailed consideration) at additional cost.

## **7 Client responsibilities**

You agree to:

- 7.1 Provide accurate and complete information, including ownership details.
- 7.2 Respond promptly to requests for approvals or decisions.
- 7.3 Ensure necessary access to documents or sites to avoid delays.

## **8 Copyright & intellectual property**

- 8.1 We retain copyright ownership and all intellectual property rights of all designs, drawings, and documents produced in performing the scope of services for the project, and confirm that we have the moral right to be identified as the author of such work.
- 8.2 You may not reproduce, modify, or share our designs without prior written consent.

## **9 Design liability and limitations**

- 9.1 We exercise professional skill and care in our work but cannot guarantee planning approvals, full regulatory compliance, or contractor performance.
- 9.2 We are also not responsible for the performance of any third party, even if we have suggested their involvement with your project or have worked with them successfully before.
- 9.3 Our liability is limited to the fees paid for our services and excludes indirect, consequential, or financial losses.

## **10 Exclusion of responsibility for project cost estimates**

- 10.1 Any cost estimates or advice provided by us are for guidance only and should not be relied upon for accuracy, budgeting, or property valuation decisions.
- 10.2 Independent cost assessments can be obtained from quantity surveyors or suitably qualified contractors.

## **11 Marketing**

- 11.1 We may use photos of clients' existing homes, construction sites, built projects and project drawings for our marketing purposes unless you advise us against this in writing. This will not include client names or full address, but the property may be identifiable. (Note that planning application information is publicly accessible on local authority's website, and will identify full address and client name)
- 11.2 Where site conditions allow, we will install a company sign board on the site hoarding during construction, unless you advise us against this in writing. This will be the RIBA standard red sign.

## **12 Drawing issue and status**

- 12.1 If we are appointed to provide you with construction drawings, this will be specifically stated on the drawings. No other drawings are to be used for construction or setting-out of off-site items. No liability will be taken for errors caused by mis-use of our drawings/documents.
- 12.2 Drawings will only be issued in PDF format by email. Printing costs available on request. CAD files / DWGs of drawings will not be issued to you or third parties, as our PI Insurance does not allow this.

## **13 FAQs**

- 13.1 Please refer to the FAQs on our website, which provide clarification of general queries many clients have.

## **14 Professional status**

- 14.1 Our registration with the ARB (Architects Registration Board) and RIBA (Royal Institute of British Architects), means we are bound by both of their codes of conduct.
- 14.2 PI insurance cover is held, at levels required by ARB guidance.

## **15 Construction (Design and Management) regulations 2025 (CDM) and Building Safety Act 2022**

- 15.1 These are two pieces of legislation that have obligations for a domestic client undertaking building work, including appointing a Principle Designer with prescribed responsibilities. Further information on each of these can be provided upon request.
- 15.2 T2 Design and Consulting Ltd can only provide these services for stages of the project that they are formally appointed for.

## **16 Dispute resolution**

- 16.1 Any dispute resulting from this agreement or the services carried out, may be referred to mediation in the first instance by either party. It may then be referred to adjudication if needed. Subsequently legal proceedings or arbitration could follow.
- 16.2 Appointment of mediators, adjudicators or arbitrators will be through the RIBA alternative dispute resolution (ADR) services.
- 16.3 The relevant laws are those of England and Wales.

## **17 Termination**

- 17.1 Either party may terminate the contract with 14 days' written notice, stating the reasons for doing so. Fees for work completed up to the termination date remain payable.

## **18 Amendments**

- 18.1 We reserve the right to amend these terms. Any changes will be communicated to you in writing and will be available on our website.

## **19 Finally**

- 19.1 If any of the above items are not clear or understood, please contact us for clarification or further information. If this is not sought, and you proceed with appointing us, it will be assumed that you fully understand the above information.