

CONDITIONS OF APPOINTMENT FOR APPRAISAL TASKS

The following terms are to provide clients with a clear explanation of the rights and responsibilities of each party in an agreement for simple appraisal works at the beginning of a project.

AGREEMENT BETWEEN:

Client - The client is the Addressee of the letter or email containing proposal of Architect's services.

Architect - Jonathan Rhind Architects: 1st & 2nd Floor Studios, 1 Bridge Buildings, The Strand, Barnstaple, Devon EX31 1HA Tel: 01271 850416
: Coach House, Rumwell Hall, Taunton, Somerset TA4 1EL Tel: 01823 462300

THE SCOPE OF THE WORK & FEES: The scope of the work and fees are as defined in the proposal letter/email and any attached briefing documents.

RESPONSIBILITIES: The Architect is responsible with carrying out the services diligently to the best of his ability. If further information or instruction is required of the Client this will be defined in the proposal letter/email.

ARCHITECTURAL FEES:

Fixed Fees

Where suitable we will provide a set fee for a particular task or series of tasks based on a detailed project plan of work

Percentage Fees

Where the scope of work is less defined but likely to relate to the cost of construction work we will provide a percentage fee based on our current understanding of the project either for budgeting purposes written into the fee agreement.

Time-charge Fees

Where the scope of architectural service is likely to increase or decrease depending on how flexible the client wishes us to act on their behalf we would suggest we charge for our time and expenses based on our working time sheets which will describe the work carried out, the time taken and the associated charge.

The Architect will maintain records of time spent on services performed on a time basis and will make such records available to the client on request.

EXPENSES: for printing, copying, postage, travel and normal incidental expenses for carrying out of the above services will be charged in addition to the fees quoted above e.g. **Travel** - 50p per mile.

PAYMENT: Fees and expenses will be invoiced monthly on account up to stage reached. Payment to be made within **14 days** from receipt of invoice.

LATE PAYMENT: Simple interest will be charged at 1% per month and added to the next invoice or added to an invoice Statement.

VAT: On all services and expenses arising under the Finance Act 1972.

ARCHITECTS INSURANCE COVER: The architect's limit of liability and amount of professional indemnity insurance cover available for this project shall be £5,000,000 for each and every claim. The time limit for action or proceedings and insurance cover is 6 years.

We maintain Professional Liability Insurance cover as required by the Architects Registration Board. Details can be provided on request. Not included: detailed technical design of swimming pools, external cladding systems, tanking and building services.

COPYRIGHT: Designs and drawings are to be used by the client for this project and site only.

ARCHITECT'S CODE We are governed as registered Architects by the Architects Registration Board and are subject to the Code of Conduct which is available freely on their website.

SUSPENSION OR TERMINATION: The Client may suspend or terminate the services giving 7 days' notice in writing. In this case Any abortive work up to date of termination may be charged by the architect.
The Architect may suspend the services by giving 7 days' notice in writing only in the case that he is impeded from performing the services by a reason beyond his control.

DISPUTE RESOLUTION: Client and Architect agree to address any dispute, initially through mediation services available through the RIBA. We would appreciate the client raising any issues with us as they occur and would always try to resolve any problems quickly and effectively.
Our complaints policy and contact details for the ARB and RIBA can be provided.
