

TERMS AND CONDITIONS

Company & Contract Acceptance

1.1 Tom Withers Architecture Limited is a company registered in England under registration number 11692911 who's registered Office is The Glades Festival Way, Festival Park, Stoke On Trent, Staffordshire, United Kingdom, ST1 5SQ.

1.2 References within this document to Tom Withers Architecture Ltd as a business include 'we', 'our' and 'us'.

1.3 Written acceptance of our quotation via post or electronic mail forms a contract between you, the client, and us which accepts in full the terms and conditions hereby listed which are available on our website and on request during office hours. Our quotations are valid for 30 days.

1.4 The contract is personal to us with all works to be carried out by Tom Withers Architecture Ltd unless otherwise stated or agreed prior to instruction of any third-party company.

1.5 Services that require third party services, the fees stated at quotation are advisory only and will be confirmed if requested, to you the client, before instruction to the third-party company is made.

Company Commitment

2.1 Tom Withers Architecture Ltd shall exercise reasonable skill, care and diligence in commencing and completing services that have been accepted in writing by our clients.

2.2 We shall advise on the progress of a project within reasonable time frames and notify the client of any issue that may significantly affect the delivery, cost or quality of the project when brought to our attention.

2.3 We shall collaborate with third party companies as required (and in accordance with 1.5) to obtain information required for the project and pass any documentation obtained onto the client on settlement of the associated fees.

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

2.5 We 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, unless specified otherwise by the client.

2.6 We reserve the right to review the quoted costs for services if the client instructs additional works or if the brief described within the initial quotation is deviated from on the basis of reimbursement for additional time expended plus any expenses incurred.

2.7 We reserve the right to charge for further meetings, design works or consultations if required during the design process.

Client Commitment

3.1 The client shall advise of the requirements sought as a result of the development and any changes required during the design phase.

3.2 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.

3.3 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.

3.4 The client acknowledges that we will advise to the best of our knowledge at the time of delivering services and with the information made available to us as to whether a proposed development requires planning permission based on the General Permitted Development Order 2015 and accepts that Tom Withers Architecture Ltd takes no responsibility for this advice without formal enquiries being made to the local authority.

3.5 It is the client's responsibility to make us 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.

3.6 The client acknowledges that although we use our best endeavors to prepare a design solution that 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.

3.7 If subsequent to making a planning application we are instructed by the local authority to make amendments to the design or supply additional information that results in either modified drawings, submission of a new application or further documentation these works will be subject to the payment of additional fees that will be calculated based on our hourly rates as specified in 5.8.

3.8 The client acknowledges that Tom Withers Architecture Ltd does not warrant the competence, performance, work, services, products, or solvency of any other persons that may be instructed during the project.

Fees

5.1 Tom Withers Architecture Ltd reserve the right to suspend services if payment is not made promptly within 7 days of invoice.

5.2 Fees and terms required are detailed on our quotations.

5.3 You will be invoiced 50% on formal acceptance (see 1.3), 25% will be due at completion of the planning drawings/documentation prior to submission of application. We reserve the right to delay the submission of an application until payment has been made. The balance of fees will be due upon completion and submission of the building regulation drawings/application to building control. These terms come secondary to any payment terms stated on the quotation.

5.4 We will invoice for third-party involvement of the project and reserve the right to include an appropriate administration fee for sourcing the information.

5.5 If further design works have been necessary as set out in 2.6 these will be invoiced prior to submission where possible and at our discretion in all other instances.

5.6 All reasonable meetings and liaisons needed to complete the works will be included within the original quoted fees.

5.7 Any unforeseen costs including attendance at additional meetings, large scale changes to the original proposal etc will be invoiced as separate items.

5.8 Any additional meetings, design works or consultations are charged at £65.00 per hour (vat is applicable).

5.9 The quotation includes VAT charged at 20% as Tom Withers Architecture Ltd is VAT registered. TWA became VAT registered on 1st January 2020. VAT Number- 337 6201 12

5.10 We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs 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.

5.11 Printing/Plotting Fees - our quoted fee includes all drawings up until achieving a planning approval, submission of building control and 4 sets to give to builders. Any further prints would be chargeable at the rate below.

A1 - £3.75

A2 - £2.75

A3 - £2.00

A4 - £1.00

Plus postage where required



Copyright

6.1 Tom Withers Architecture Ltd 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

6.2 On the provision 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.

6.3 No drawing or document produced by Tom Withers Architecture Ltd maybe submitted to a local authority or any institution without expressed written consent by us.

Liability & Insurance

7.1 Tom Withers Architecture Ltd are committed to offering a high standard of services to our clients, however, if you are dissatisfied you must register this by letter posted to our offices within 30 days.

7.2 Tom Withers Architecture Ltd hold Professional indemnity insurance to the value of £5,000,000 per claim and Public Liability Insurance to the value of £5,000,000 per claim.

7.3 Tom Withers Architecture Ltd will maintain insurance stated in 7.2 for a minimum of 2 years post completion of the works.

Right to Cancel

8.1 Either the client or Tom Withers Architecture Ltd has the right to cancel the contract before works have commenced at no cost.

8.2 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.

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