

Terms and Conditions of Appointment

1.0 Basis of Appointment

- 1.1 The Services provided by Corstorphine & Wright Ltd (the Company), are to be in accordance with the Fee Proposal and Schedule of Services. This excludes any Additional Services.
- 1.2 Terms of our Appointment are based on the Company's Standard Form of Appointment or the RIBA Standard Professional Services Contract.
- 1.3 Where the Company is required to enter any other forms of Appointment provided by the client, the terms and conditions must be provided in writing and agreed by a Director of the Company. Where appropriate, any additional fee to cover increased scope or liability must be agreed prior to signing the Appointment.
- 1.4 Where the Company is required to carry out different Services, separate Appointments for each scope will be required.

2.0 The Services

- 2.1 The Company shall perform the Services set out in the fee proposal, Schedule of Services, and terms of Appointment, where applicable, and shall have no greater obligation and/or duty in respect of the Services, in the performance of its obligations than to exercise reasonable skill and care and diligence.

3.0 Additional Services

- 3.1 The Company will advise the Client if it believes any Services required exceed the original agreed scope or fee. Any Additional Services must be costed and agreed prior to the Additional Services being carried out.

4.0 Sub-Consultants

- 4.1 Where the Company is required to appoint sub-consultants or suppliers as required in the performance of the Services, the Company will charge a management fee of 15% of the relevant cost, unless otherwise agreed in writing.

5.0 Client Instructions

- 5.1 All Client Instructions are to be issued in writing.
- 5.2 Client Instruction must be sent to the Company project lead. The project lead will use reasonable endeavours to inform the client if the Instruction requires Additional Services/fee or will have an adverse impact on the project.

6.0 Fees

- 6.1 All Fees are to be agreed prior to the Services being carried out.
- 6.2 Where fees are based on the RIBA stages payments, monthly fee drawdown or interim payments are to be agreed based on the duration of the stage and included in the Appointment. Final invoices will be raised upon completion of the work stage or completion of the Services.
- 6.3 Where a work stage relates to a submission point (e.g. Planning Application /Building Regulations submission) the invoice will be submitted on completion of the work relating to the submission point, not the submission date.
- 6.4 The Company does not guarantee statutory approvals.
- 6.5 Where the Company has agreed to defer part of its fees until a determination following a submission point, 'on determination' means the outcome of the Planning Authority's decision to either grant or deny permission.
- 6.6 Payment of deferred fees is not dependent upon the execution of Section 106 (or similar), legal agreements, Judicial Review or sale of site.

7.0 Adjustment of Fees

- 7.1 In the event that the estimated or actual construction cost of the project varies by +/- 10%, we reserve the right to review the level of fee for the project.
- 7.2 Where the scope of Services and fee is based on a programme of work and the programme extends due to unforeseen circumstances, contract prolongation or performance of other consultants outside of the Company's

control, the Company will be entitled to charge additional fees. The Company will confirm in writing the additional fee and justification.

7.3 All variations to the original scope set out in our Fee Proposal / Appointment which affect the Services or the agreed programme for the Services will be confirmed in writing and must be agreed and instructed by the Client prior to any Additional Service being carried out.

8.0 Time Change Free

8.1 Any work or Additional Service deemed to be reimbursable on a time charge basis will subject to the rates below, or as defined in the Appointment.

Director	£190
Associate Director / Project Architect	£145
Associate	£107
Senior	£95
Architect	£82
Technician	£75
Junior / Assistant	£60

9.0 Speculative Work

9.1 Where the Company has agreed to provide a limited amount of 'speculative' work, the full extent of the Services to be provided and timescale will be set out in writing by the Company prior to commencement of the service.

9.2 The extent of speculative work shall not exceed the amount of £5,000 based on the above time charge rates.

9.3 If the Company agreed to carry out Speculative Work to assist a client in bidding for a site or the Speculative Work achieves a given criteria e.g. the client secures the site based on the Speculative Work, then the Company reserves the right to charge the client for the Speculative work undertaken.

9.4 Speculative work is always undertaken on the basis that the Client will appoint the Company for any further work required relating to the Speculative work or the site.

9.5 Cost for all out-of-pocket expenses and disbursements will be chargeable on Speculative Work.

10.0 'At Cost' Work

10.1 Where the Company has agreed to provide time at 'net' cost (i.e. without profit) the full extent of the Services to be provided and timescale will be set out in writing by the Company prior to commencement of the service.

10.2 Cost for all out-of-pocket expenses and disbursements will be chargeable on 'At Cost' Work.

11.0 Expenses and Disbursements

11.1 Unless otherwise stated, the Company's fee agreement includes general disbursements i.e. reasonable travel, telephone and postage costs.

Specific exclusions are listed below, but are not limited to:-

- VAT
- Plan Printing (all information to be in electronic PDF format only)
- Outsourced specialist reprographics
- 3D CGI's/ visuals and artist's impressions
- Physical models
- International and air travel
- Hotels/overnight accommodation
- Professional photography
- Specialist reports or surveys
- Ordnance Survey plans (or other mapping services)
- Statutory Fees (e.g. Planning or Building Control)

12.0 Copyright & Licence

- 12.1 The Company shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the Services.
- 12.2 The Company shall agree to grant a royalty free and non-exclusive licence to use copy and reproduce the information provided by the Company for the purpose of the Services in relation to a project subject only to the proper payment of all fees.
- 12.3 If all agreed fees have not be paid, the Company shall write to the Client giving notice that any licence granted for use of the copyright shall be revoked within 7 days of receiving the notice.

13.0 Professional Indemnity Insurance

- 13.1 The Company shall take our Professional Indemnity Insurance for the duration of the Services and maintain such insurance (subject to it being available at commercially reasonable rates and terms) for a period of six (6) or twelve (12) years following completion of the Services, as appropriate to the Form of Appointment. The level of cover shall be reasonable and proportionate to the Contract Value, Scope of Services and the agreed fee. Where the Client requires a higher limit of indemnity or an extended period of cover, the Practice shall use reasonable endeavours to obtain such additional insurance, subject to availability and acceptable terms. Increased liability will incur additional costs which shall be payable by the Client.
- 13.2 The total liability of Company (including, without limitation, legal costs and interest) under or in connection with the Services whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum of £1,000,000 (one million Pounds) unless otherwise agreed in writing.

14.0 Guarantees

- 14.1 The Company may require a Bank, or other appropriate form of guarantee where:
- The Client's Organisation is not registered in the United Kingdom.
 - The Client is a 'Special Purpose Vehicle' Company
 - The Company has not worked with that Client previously.
 - Fees are more than £500,000 for a single project.
 - Where the project is subject to external funding

15.0 Invoice Details

- 15.1 The Company should be notified within 5 working days of any errors contained within any invoice issued or not being in accordance with the fee proposal/agreement, otherwise the invoice will be due in accordance with our Payment Terms

16.0 Payment Terms

- 16.1 Payment terms are 30 days from the date shown on an invoice. The Company reserves the right to charge interest on late payments at Bank of England base rate plus 5%.
- 16.2 By accepting an Appointment, the Client acknowledges that they have the funds to pay for the Services.
- 16.3 Unless otherwise agreed with a Director of the Company, payment of invoices are not dependent upon a Client's funding / financing arrangements or conditional on any third party.

17.0 Suspension / Termination

- 17.1 The Company reserves the right to suspend our Services or terminate the appointment for non-payment of fees. The Company will not be liable for any cost or delay incurred by the Client following action for nonpayment of fees.
- 17.2 If the Company's Appointment is suspended or terminated by the Client prior to completion of our Services, the Client will pay the Company all fees due at the time of suspension / termination. The Company will inform the Client of any deferred fees set out in the Fee Proposal which will also be due at the time.

18.0 Acceptance

- 18.1 In acceptance of a fee proposal, unless specifically rejected within 14 days, these Terms and Conditions are deemed to be accepted.