



# TERMS OF BUSINESS

2017

These Terms of Business document forms part of the fee proposal for all projects. Acceptance of the fee proposal constitutes agreement of these Terms of Business.

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*Stuart*





## 1.0 SERVICES

- 1.1 The scope of the Services to be provided to the Client by the SoloArc will be agreed in writing between them.
- 1.2 If the Client requires any additional services or any change to the agreed Services/Scope Of Work, SoloArc will be entitled to an adjustment of the fees for any additional time which may be due. Additional work will be carried out at the ad-hoc rate indicated on the initial quotation.

## 2.0 COMMENCEMENT / DURATION OF SERVICES

- 2.1 The Services will be treated as having commenced on the date SoloArc begins to carry out any of the Services.
- 2.2 Acceptance of the services does not mean the work will commence immediately or be continuous after the work has started. The overall deadlines agreed will form the basis of this agreement.
- 2.3 The Services will continue until they are completed, unless the Appointment is terminated early in accordance with these Terms of Business.
- 2.4 If for any reason attributable to the Client, SoloArc is delayed in performing any of the Services or any date for completion is changed, SoloArc will notify the Client and SoloArc will be entitled to an extension of time and additional fees to be agreed if on a fixed fee basis.

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### 3.0 FEES AND EXPENSES

- 3.1 The fees payable for the Services will be as agreed in writing between the Client and SoloArc. Unless otherwise specified, fees will be payable once project goes past the preliminary stage or by monthly instalments against SoloArc's invoices (payment to be made within 14 days after the invoice date).
- 3.2 SoloArc specifically **opts out** of a Pay when paid clause within the contract between SoloArc and the client. For payment arrangements on high fee projects, SoloArc will confirm acceptable payment terms after discussion.
- 3.3 Out of pocket expenses (including travel, accommodation and other costs) will be recoverable in addition to fees and the appropriate amounts will be added to SoloArc's invoices.
- 3.4 The daily and hourly rates quoted to the Client are subject to review bi-annually starting on 1st January.
- 3.5 SoloArc will be entitled to interest on overdue accounts at the statutory rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until payment is received by SoloArc.
- 3.6 The daily and hourly rates of SoloArc's personnel quoted to the Client will, unless otherwise agreed, apply to any additional services.
- 3.7 Fees are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Client.

### 4.0 INFORMATION AND APPROVAL

- 4.1 The Client will ensure that SoloArc is provided in good time with all information needed to enable SoloArc to perform the Services and SoloArc will be entitled to rely on that information. Delays in receipt of information may cause previously agreed deadlines to be missed.
- 4.2 The Client will give all decisions and approvals in a timely manner and provide any additional assistance or information which SoloArc may reasonably request.

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## 5.0 STANDARD OF CARE

- 5.1 SoloArc will exercise reasonable skill and care in the performance of the Services in accordance with the standards of the Chartered Architectural Technologist profession.
- 5.2 SoloArc will also use reasonable endeavours to adhere to the programmes (if any) agreed with the Client for the provision of the Services, but no time periods are guaranteed and SoloArc will not be responsible for any delay which is due to reasons attributable to the Client or otherwise beyond SoloArc's control.

## 6.0 INTELLECTUAL PROPERTY

- 6.1 Copyright on all drawings, reports, documents and computer-generated data prepared by SoloArc will remain the property of SoloArc.

Subject to the Client paying all fees and expenses in full which are due, the Client will have the copyrights to the project transferred and use of those documents and data for any purpose related to the project for which the Services are provided. SoloArc shall not be liable for the use of the documents and data for any purpose other than that for which they were originally prepared.

## 7.0 CONFIDENTIALITY

- 7.1 All information, documents, designs and data disclosed by either Party to the other concerning its ideas, products, business, financial affairs or otherwise during the course of the work between them shall be treated as confidential. All such information, whether given in writing or not, is referred to as "Confidential Information".

- 7.2 **For specific confidentiality clauses please issue a Non-Disclosure Agreement for review.**

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## 8.0 PERSONAL

- 8.1 SoloArc may designate an individual to act as the principal representative of the Consultant in dealings with the Client concerning the Services. SoloArc reserves the right to change that individual but will not do so without good reason and will inform the Client of any such change.
- 8.2 SoloArc will provide the Client with details of the professional qualifications and experience of staff engaged on the Services upon request.

## 9.0 CLIENTS EMAIL SERVER / DATA MANAGEMENT

- 9.1 In the event of any claim that should arise between both parties. The Client agrees to grant full access to any emails SoloArc/Stuart Woodward has generated, received or been copied in on, on the client's business email server.
- 9.2 The client further agrees SoloArc/Stuart Woodward can blind copy or forward any emails received, sent or copied in on from the client's business email server to SoloArc's email server.

## 10.0 LIABILITY / INSURANCE

- 10.1 SoloArc will take appropriate steps to remedy any defect in the Services for which SoloArc is responsible and which is immediately notified by the Client at any time up to 6 months following completion of the service for which SoloArc has been instructed to carry out.
- 10.2 SoloArc maintains and will maintain professional indemnity insurance with a limit of no less than £250,000.00 for any one claim or series of claims arising out of the same originating cause (but in the aggregate for pollution and contamination claims) for so as long as it has any liability under the Appointment.
- 10.3 SoloArc will have no liability to the Client whether in contract or in tort except to the extent that such liability is covered by its professional indemnity insurance and SoloArc shall, in any event, have no liability to the Client for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits.
- 10.4 SoloArc acts as Designer under the Construction Design Management Regulations.

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## 11.0 TERMINATION

- 11.1 SoloArc may terminate the Appointment at any time by giving notice to the Client if the Client commits a material breach of any of the terms agreed between them which is not remedied within 14 days. Failure to pay fees and expenses on the due date will constitute a material breach.
- 11.2 The Client may terminate the Appointment by notice to SoloArc if SoloArc commits a material breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days of notice requiring it to do so from the Client.
- 11.3 Upon termination, the Client will pay SoloArc all fees and expenses due up to the termination date. In the event of termination by SoloArc under 11.1 or 11.2, the Client will in addition be liable to pay SoloArc an appropriate amount of compensation for SoloArc's loss of anticipated profit.
- 11.4 Termination will not prejudice the accrued rights and liabilities of the parties.

## 12.0 ASSIGNMENT / SUBCONTRACTING

- 12.1 Neither party will assign or subcontract its obligations without the consent of the other. In the event of SoloArc wishing to subcontract any of the Services, the Client will not unreasonably withhold its consent. SoloArc will not be relieved of any of its liabilities to the Client in the event of any subcontracting.

## 13.0 LAW / JURISDICTION

- 13.1 The agreement between the parties is governed by English law.
- 13.2 Any disputes which cannot be resolved amicably will be resolved by the courts of England and Wales.
- 13.3 Each party will give serious consideration to a request by the other that any dispute should be referred to mediation.

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## 14.0 SINGLE POINT OF CONTACT (SPOC)

- 14.1 The agreement between the parties is governed by English Law.
- 14.2 Any disputes which cannot be resolved amicably will be resolved by the courts of England and Wales.

## 15.0 KILL FEE

- 15.1 The Client will in the event of the project being put on hold or cancelled, will pay for all work carried out to the date of stopping work. The fee will be agreed by both parties before invoicing.

## 16.0 REVISIONS / REWRITES

- 16.1 The client will pay at ad-hoc rates for major design revisions or change in design intent.
- 16.2 If the Scope Of Work involves turning planning application drawings into Building Regulations drawings from a design not produced by SoloArc, that ultimately does not meet the basic design theory of the Approved Documents or British Standards and time must be spent to make the design meet the Approved Documents or British Standard before detailed drawings are commenced, then additional fees are applicable and will be charged at the ad-hoc rate. If you further clarification of this clause please enquire.

## 17.0 SCOPE CREEP

- 17.1 Upon approval of the fixed fee or hourly rate for the project, SoloArc will issue confirmation of the "Scope of Work" by email.
- 17.2 Any additional work outside of the original Scope Of work, will be subject to additional cost. Cost will be agreed beforehand.

## 18.0 DEADLINES / PROGRESS

- 18.1 Deadlines and timeframes for completion will be agreed between both parties once the fee proposal has been agreed. The Client assumes responsibility for any delay in turnaround of work if questions are not answered in a timely manner or late issue of information has occurred.

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## 19.0 LOCATION OF WORK

19.1 SoloArc will carry out the work solely in a remote capacity and not at the Client's office location/s.

## 20.0 DELIVERABLES

20.1 All work will be issued over email, a cloud based server or any other electronic disbursement in the agreed formats. No hardcopies will be issued and the client assumes all costs for printing and postage deliverables.

## 21.0 ACCEPTANCE

21.1 Upon acceptance of the fee proposal the Client also accepts all Terms of Business clause's within this document unless otherwise agreed in writing before work commences.

## 22.0 SOCIAL MEDIA

22.1 SoloArc uses Social Media to promote the business. Promotion may include a part picture of a project being worked on or photograph of sites during construction along with hashtags to promote exposure. Project names are never added to posts but a town or city location hashtag might be used.

22.2 SoloArc will work with any internal Social Media campaign to ensure no overlap is created or conflict of interest.

22.3 At request of the client an approval process for posts can be put in place, where all posts relating to the project can be audited before being published.

