

Previous Terms and conditions.

From March 2021 to May 2023

1. Initial enquiry - Upon first contact with G and C Designs the Client is to describe the design requirements (known as the Brief) as clearly and concisely as possible and advise of any priorities or items of particular importance.

G and C Designs will attend site for a free on-site consultation to discuss the Brief in more detail and then issue an itemised quote in writing for the cost of the Design Services which will be valid for a period of three months. Unless advised by the Client of any specific items, the quote will only include the necessary work required to achieve the third party permissions and approvals etc. as required to fulfil the Brief and produce documents ready for construction. All documents will assume the construction work is to be carried out by an experienced and suitably qualified Contractor.

The Client shall also provide, free of charge, all information in the Client's possession which is necessary for the proper and timely performance of the Design Services and G and C Designs shall be entitled to rely on such information.

2. The quote - The quote issued by G and C Designs will not automatically include any interior design work, supervision, project planning or project management or any work in connection with an appeal for a refused planning application or any third party fees such as specialist reports and calculations or Planning and Building Control submission fees. The quote will, however, include amendments to documents produced by G and C Designs and submitted in an application, as required by the Planning and Building Control Bodies and only as part of the same application.

Subsequent changes or variations from the Brief by the Client may incur additional charges – in this case a revised or additional estimate will be issued by G and C Designs and agreed before work continues.

3. Instructions to proceed - If the Client accepts the costs and extent of the Design Services described in the estimate and agrees with G and C Designs terms and conditions displayed on their website, the Client is to issue instructions to proceed, in writing, either by letter, email or the acceptance form attached to the estimate.

On receipt of the instructions to proceed, G and C Designs will reply with further details of the extent of the services to be provided, outline details of payment terms and advise the Client of their legal obligations to carry out the work.

4. Site survey - Following receipt of the instructions to proceed, G and C Designs will arrange to attend site, at a mutually convenient time for G and C Designs and the Client, to discuss all aspects of the Brief and to gather relevant information such as photographs and measurements necessary to carry out the Design Services.

5. Duty of care - G and C Designs shall exercise reasonable skill, care and diligence in accordance with the normal standards for Design Services and to provide best advice. G and C Designs will periodically keep the Client informed in the progress of the Services at key stages and of any issues that may affect the Brief such as authority requirements, dimensional constraints, limits of construction and cost effectiveness.

6. Issue of design - G and C Designs aim to issue the first draft of the Design anytime up to 6 weeks from the date of the survey but due to outside influences and evolution of some designs this should not be relied upon by the Client and will not be guaranteed without prior agreement between the Client and G and C Designs.

The Client will be invited to pass comment on the first draft and discuss alterations to the design within the context of the original Brief and G and C Designs will apply the alterations to the design and issue for final approval.

Any subsequent design alterations or amendments required by the Client that were not included within the original brief may incur additional costs.

Design drawings and other information will be issued to Clients by electronic means. When the final design is approved by the Client and has received all relevant third party approvals, G and C Designs will forward by post one set of paper copies of drawings on A3 and other key documents on A4. Further drawings issued on paper, at the Client's request, to be subject to additional cost outlined in Item 17.

7. Design guarantee - G and C Designs will use their best endeavours to produce a design that fulfils the Brief to the Client's satisfaction. However, in some circumstances it may not be possible to produce a satisfactory Design due to financial and dimensional restraints or authority requirements and G and C Designs do not guarantee that a satisfactory solution will always be agreed.

Should a situation arise where a Design cannot be produced to the satisfaction of the Client the contract will be deemed to be complete and G and C Designs shall be entitled to payment for works carried out to date and will issue an account based on the original estimate as soon as reasonable practicable. Payment of this account shall be no more than 14 days from the date of issue.

8. Duty to inform - During the course of the Design Services, G and C Designs will immediately inform the Client upon becoming aware of the need to produce additional documents which are not included in the original quote or the need to appoint Other Persons in order to complete the Brief. G and C Designs will advise any costs associated with the additional work or the appointment of third parties which are to be agreed prior to carrying out the work.

9. Authority - If the Client has issued Instructions to proceed it is assumed that the Client gives consent for G and C Designs to act as his/her Agent when making applications under planning legislation, building acts, regulations or other statutory requirements.

10. Approvals - The Client acknowledges that G and C Designs do not guarantee that the planning permission and other approvals from third parties will be granted at all, or if granted, will be granted in accordance with any anticipated time-scale, without conditions requiring discharge or in accordance with the design issued by G and C Designs.

However, G and C Designs will endeavour to work with all third parties to achieve a design that satisfies the requirements of the Client and third party permissions or approvals.

11. Budget – If the Client has expressed a financial limit for the construction costs G and C Designs will endeavour to produce a Design that is mindful of the budget. However, G and C Designs have no control over third party material or labour costs and are therefore unable to guarantee that any Design will be achievable with any budget.

G and C Designs will immediately inform the Client upon becoming aware if the budget is unrealistic in order to complete the Brief and will discuss possible amendments to the Brief or the budget with the Client.

12. Rights of ownership - G and C Designs shall own the copyright of the original work produced in the performance of the Design Services and no part of the Design may be registered by the Client without the consent of G and C Designs in writing.

13. Copying drawings - The Client shall have a license to copy and use, and allow other persons in connection with the Project to use, drawings, documents, specifications and all other material produced for the Design.

This license will only apply to the Project to which it relates and any other use will be considered a breach of copyright.

14. Publicity - G and C Designs shall have the right to publish photographs and details of the Project, and the Client shall give reasonable access to the Project for this purpose for 2 years after practical completion of the construction works.

Any other information not directly related to the Design Services not to be published without the consent of the Client.

15. Construction works - The Client shall hold the contractor appointed to undertake the construction works, and not G and C Designs, responsible for the management and operational methods necessary for the proper carrying out and timely completion of the construction works in compliance with the building contract or contracts and in accordance with any approvals received by relevant authorities.

The Client may appoint G and C Designs at any time to act in a supervisory capacity to manage any part of the construction phase of the project. Details, responsibilities and costs to be agreed in writing before work proceeds.

16. Fees and time charges – The basic fee in the initial quote issued by G and C Designs will be calculated on the estimated time and materials costs to carry out the Design Services and will be a fixed price quotation for the services specified.

Any additional costs associated with material changes or design variations that can be assessed prior to carrying out the works will be notified in writing before the Design Services are carried out.

Where instructions to proceed are issued by the Client without an agreed price for material changes or design variations that cannot be assessed prior to carrying out the works, additional material and time costs will be notified in writing on a cost/plus basis as soon as they are known, to be calculated using G and C Designs hourly time charges.

17. Hourly rates and time charges – Time charges and hourly rates used to calculate additional costs and also work to date where Services have been suspended or terminated are:-

Designer	£100/hr
Site visit consultation	£300 per visit

Any Planning or Building Control fees paid by G and C Designs on behalf of the Client to be charged to the Client at cost plus a nominal admin fee of £25.00.

A separate estimate is to be provided by G and C Designs for supplying additional drawings or documents issued on paper at the Clients request – minimum charge £45.00.

18. Payment terms – G and C Designs will issue invoices at intervals notified to the Client in the acceptance of order letter issued under item 3. Invoices to be issued by G and C Designs on completion of drawings and/or specifications for Planning and/or Building Control applications and payment will be due prior to submission to the relevant authority. G and C Designs reserve the right to withhold submission of any application as the Client's agent until payment has been received.

Payment shall be no more than 14 days from issue of any account.

On longer and more complex projects G and C Designs shall issue accounts at intervals agreed in writing with the Client.

G and C Designs may submit the final account for fees and any other amounts due when G and C Designs reasonably consider the Services to be substantially completed.

19. Liability and insurance – G and C Design's liability for loss or damage shall not exceed the sum of £1,000,000 covered by G and C Design's professional indemnity insurance, providing G and C Designs have notified the insurers of the relevant claim or claims as required by the terms of such insurance.

G and C Designs shall maintain professional indemnity insurance for a period of 5 years from the date of the last Services performed under this Agreement or, if earlier, practical completion of construction of the Project or such earlier date as prescribed by law, provided such insurance continues to be offered on commercially reasonable terms to G and C Designs at the time when the insurance is taken out or renewed.

No employee or Principal of G and C Designs shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

G and C Designs, when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance is being maintained.

20. Suspension of services - The provisions for suspension are:

The Client may suspend the performance of any or all of the Services and/or other obligations by giving not less than 7 days' notice to G and C Designs specifying the Services affected. Where Services are suspended by the Client and not resumed within 6 months G and C Designs shall have the right to regard the performance of the Services and/or other obligations affected as terminated, without further notice, and G and C Designs shall be entitled to invoice for the Design Services completed up to the date of the suspension and will be calculated on the estimated time and material costs of the Services carried out so far.

G and C Designs may suspend performance of the Services and/or other obligations by giving not less than 7 days' notice to the Client of the intention and stating the reasons for doing so in the event:

- (a) that the Client fails to pay any fees or other amounts due by the final date for payment; or
- (b) that the Client is in material or persistent breach of the obligations under this Agreement; or
- (c) that G and C Designs are prevented from or impeded in performing the Services for reasons beyond G and C Designs reasonable control; or
- (d) of force majeure

G and C Designs shall cease performance of the Suspended Services and/or other obligations in an orderly and economical manner on expiry of the notice period after receipt or giving of a notice of suspension.

If the reason for a notice of suspension arises from a default:

- (a) which is remedied, G and C Designs shall resume performance of the Services or other obligations within a reasonable period.; or
- (b) which is not remedied by the defaulting party, the other party shall have the right to treat performance of the Services or other obligations affected as terminated on giving reasonable written notice.

21. Termination of services - The provisions for termination are:

The Client or G and C Designs may by giving reasonable notice to the other party at any time, terminate performance of the Services and/or other obligations, stating the reasons for doing so and the Services and obligations affected.

Performance of the Services and/or other obligations may be terminated immediately by notice from either party if:

- (a) the other party commits an act of bankruptcy or is subject to a receiving or administration order, and/or goes into liquidation, and/or becomes insolvent, and/or makes any arrangements with creditors; or
- (b) G and C Designs become unable to perform the Services through death or incapacity.

On termination of performance of the Services and/or other obligations, a copy of the Material not previously provided to the Client shall be delivered by electronic means, on demand to the Client by G and C Designs.

22. Payment on suspension or termination – If G and C Designs or the Client issues a notice suspending performance of any or all of the Services or terminating performance of the Services and/or other obligations, G and C Designs shall be entitled to payment for works completed up to the expiry of the suspension or termination notice and will issue an account as soon as reasonable practicable. Payment of this account shall be no more than 14 days from the date of issue.

23. Consumer's right to cancel - The consumer Client has the right to cancel this Agreement for any reason by delivering or sending (including by electronic mail) a cancellation notice to G and C Designs at any time within the period of 7 days starting from the date of issue of the Instructions to proceed as per Item 2.

If G and C Designs were instructed to perform any services before the Agreement was made or before the end of the 7 day period and the instruction or instructions were confirmed in writing, G and C designs shall be entitled to any fees and expenses due before G and C Designs receive the notice of cancellation.

24. Complaints procedure - Any complaint should be made in writing to G and C Designs at the time that it arises. G and C Designs will address the complaint and resolve immediately if possible, or provide a detailed response within 10 working days.

25. Data protection - GDPR - G and C Designs will collect the minimum amount of data required to carry out their duties as instructed by the Client.

The data shall include but not be restricted to: name, address, telephone number, images and email address and will be used to identify the Clients property for the purposes of Planning and Building control applications and any other specialist application required to fulfill the brief.

By giving instructions to proceed under these terms and conditions the Client is deemed to give consent for G and C Designs to use the data on behalf of the Client to identify his property and carry out the Design Services.

No data collected by G and C Designs will be processed automatically by electronic means and will be held on secure servers and local devices until the contract is complete. G and C Designs will back up data at regular intervals and will store the data offline in a secure location.

G and C Designs will not pass any identifying information to any third party except to carry out the Design Services required by the Client.

The Client has the right at any time to request details of the data held by G and C Designs.

Notes:

G and C Designs will not automatically allow in any estimate for any services relating to the Client's legal obligations in respect of Water Authority applications, Construction Design Management and Party Wall Notices.

G and C Designs will be happy to give advice and provide an estimate for any additional services in this respect.

For reference please see "*Construction (Design and Management) Regulations 2015*" and "*Party Wall etc. Act 1996*"

