

## TERMS AND CONDITIONS

### 1 Definition & Interpretation

- a. In these Terms and Conditions, the following words shall have the following meanings:
  - 'The Company' Jameson Architectural Surveyors Ltd (Company no GB 07829916) trading as 'Jameson' or 'Jameson Architectural Designers and Surveyors'.
  - 'Contract' The combination of the fee proposal or estimate and the Terms and Conditions. The Contract is subject to the law of England and Wales.
  - 'Client' The person, firm, or company with whom Jameson makes the contract and with which expression shall include (jointly and severally) any principal on whose behalf the Client orders services.
  - 'Services' The services which are to be supplied by the Company pursuant to the Contract.
- b. References herein to conditions are, unless otherwise stated, conditions in these Terms and Conditions.
- c. The headings are inserted for convenience only and have no legal effect.

### 2 Basis of Sale

- a. All contracts shall be concluded upon the basis of these Terms and Conditions together with any special conditions issued by the Company to the Client at any time prior to or with the Company's acceptance of the Client's instruction.
- b. No terms or conditions submitted by the Client to the Company, irrespective of their date, shall prevail over these Conditions.
- c. All instructions shall be deemed to be an offer by the Client to purchase the services pursuant to these Terms and Conditions and acceptance of those instructions by the Company shall be deemed conclusive evidence of the Client's acceptance of these Terms and Conditions.
- d. Jameson reserve the right to place a visible branded display board on site during the construction period unless otherwise agreed in writing.
- e. The Company shall request written permission from the Client, such permission not to be unreasonably withheld or delayed, before publishing any information about the project. The Company reserves the right to publish photographs of the project; the Client to give reasonable access to the project for this purpose. No personal names or addresses or photographic materials will be displayed or disclosed without prior approval by the Client.

- 3 It is difficult to set exact timescales for planning and design work due to a variety of unforeseen factors. For example, at planning application stage, any objections to the proposal will only become known during the consultation period and only then can decisions be made on measures to be taken for amending and/or promoting the proposal. Similar principles would also apply to planning appeals, and in both scenarios, it is not possible to predict with accuracy the additional work and research needed for each individual case. Regarding design work, additional fees will be payable if the Client asks for repeated revisions or alterations to the design scheme, or indeed a change to the original design brief. Under these circumstances, this changes the estimated time frame required to complete the scheme, and Jameson reserves the right to charge additional fees to cover the additional work. An estimate of fees payable for such work will be provided before the work is undertaken, and this will be charged on a time charge basis (see Schedule A for hourly rates), or a further fixed fee may be agreed with the Client.

- 4 Where the Company handles submissions for planning or building regulations applications on behalf of the Client, this includes up to one hour of post-submission monitoring and liaison with the relevant local authority. Subsequent drawing revisions, assessment of objections from any third parties or organizations etc. are not included and should such services be required, these will be billed separately on a time charge basis (See Schedule A for hourly rates). Where a project application is to be heard before planning committee and a Company representative is required to attend on the Client's behalf, the Company will provide a quotation for this service.

- 5 Fee proposals provided by Jameson include costs for each element of professional services and such costs are calculated on the time we anticipate being spent on your project by the Directors and employees, and on the level of skill and responsibility involved, based on information available to Jameson at the time of issue of the fee proposal. Should further information come to light that changes the amount of time required to complete the design scheme, Jameson reserves the right to charge additional fees. An estimate for such fees will be provided before commencing any additional work, and this will be charged on a time charge basis (see Schedule A for hourly rates), or a further fixed fee may be agreed with the Client.

6 Quotations & Acceptance of Instructions

- a) Quotations are not offers and may be withdrawn or varied at any time prior to acceptance by the Company or the Client.
- b) b. All instructions for the services shall be given by the Client to the Company in writing or by email.
- c) c. It is for the Client, on advice, to appoint other consultants, specialist contractors or sub-contractors and suppliers, and ensure they are indemnified. The Company is not responsible for the quality of the work of these consultants, specialist contractors or sub-contractors and suppliers.
- d) d. Our quotations remain open for acceptance for 1 month from the date of the quotation unless otherwise agreed.
- e) e. On acceptance of the Client's instructions to proceed and in accord with these Terms and Conditions the Company becomes the 'Principal Designer' under the Construction (Design & Management) regulations 2015 until construction drawings are complete, when the building contractor takes on the role of 'Principal Designer'.

7 Responsibilities

The Client shall be responsible to the Company for ensuring the accuracy of the terms of any instruction and for disclosing to the Company any necessary information and/or documentation in a timely manner to enable the Company to perform the contract in accordance with its terms. The Client is required to provide the Company with any necessary documents or information relating to historical alterations or modifications to the original property, which have been carried out after 1948.

- a) The Company will make all reasonable endeavors to meet the Client's brief to the best of its ability within the constraints of each project's circumstances. The Company will not be held responsible for any losses resulting from incorrect or incomplete information supplied either by the Client or other parties, or a failure to provide relevant information or the Client's failure to act on our advice or respond promptly to communications from us or the appropriate authorities. The Client agrees to:
  - i) Hold the appointed building contractor, and not the Company, responsible for the proper carrying out and completion of construction works in compliance with the building contract held between the Client and the building contractor.
  - ii) Hold the sub-contractors or other external consultants, and not the Company, responsible for the proper carrying out and completion of the work or services entrusted to them.
- b. No guarantee will be given by the Company that the works will receive a successful outcome including but not limited to planning application submissions, pre-application submissions, building regulations applications, Thames Water applications etc. The Company is unable to guarantee that the such applications will be dealt within statutory time frames as this is beyond our control.
- c. The Company will make all reasonable endeavors to meet Client's time frames, but the Company will not be held financially liable should time frames not be met.
- d. In respect of planning permission applications, the Company cannot guarantee that planning permission will be granted, as the final decision rests with the local planning authority and is subject to the uncertainties of the planning system. In cases where permission is refused, we would be happy to give recommendations as to how to proceed, but this will be subject to further fees (as outlined in Section 4).

- e. The Company will make all reasonable endeavors to ensure accuracy within measured surveys. However, it should be noted that these surveys are non-intrusive and therefore do not include lifting of carpets or floorboards, drilling holes etc. All dimensions should be verified on site prior to any construction works being commenced and any discrepancies to be reported to Jameson.

## 8 Remuneration

- a. Fees and expenses shall be paid by the Client within 7 days of submission of an invoice. Such invoice will include appropriate expenses or disbursements incurred by the Company. In cases of late payment, the Client shall also pay the Company interest at 8% over the current base rate. The Company reserves the right to charge reminders at £175.00 per reminder letter.
- b. Should it become necessary, the Company also reserve the right to pass the Client's details to a debt recovery agency. Any costs including disbursements, legal costs etc. will be passed on to the Client.
- c. In most cases, after the initial payment on account has been made, fee invoices are issued on completion of the final draft of professional services e.g. drawings, documents, or prior to submission of any pre-application, planning application, conditions application or building regulations application. For larger aspects of a project, or work being carried out on an hourly rate (in accordance with Hourly rate schedule A), interim invoices will be raised monthly.
- d. For all surveying services e.g. site visits, building surveys, condition reports, home surveys, defect reports, damp surveys, a fee invoice will be issued for advance payment.
- e. The fee proposal(s) and/or estimate(s) may also include services provided by third parties such as local authorities and other agencies and may include disbursements and other fees. Where the company engages with such third parties on the client's behalf to deliver the aims of the project then this will incur a handling fee of a minimum of 5%. Such external payments processed on your behalf, including but not limited to planning application or other statutory fees, local authority fees, Ordnance Survey copyright plan fees, TPO assessments, sunlight and daylight reports, site investigation fees, Thames Water fees etc. are payable in advance. The Company reserves the right not to proceed in this respect until such time as payment has been made in full.
- f. Party Wall Award fees fall under statutory payments and should be paid on receipt of invoice. The standard 7-day payment terms do not apply to this service.
- g. Where items are requested by the Client outside of the original agreed design brief, or where extra work and/or expense is caused by reasons beyond the control of the Client or the Company, this additional work will be charged at an agreed fixed or hourly rate (in accordance with hourly rate schedule A), to be agreed in writing.
- h. VAT will be applied to qualifying services and items at the standard rate on all invoices rendered.
- i. Where applicable, the Company's quotations include the supply to the Client of one copy of planning drawings and of building regulations drawings. Further copies can be obtained at a charge (see Charges Schedule B).

## 9 Liability for Provision of Services

If the Company is liable to the Client because they have failed to provide the services for any reason, (other than any cause beyond the Company's reasonable control or the Client's fault), and the Company is accordingly liable to the Client, the Company's liability shall be strictly limited to the excess (if any) of the cost to the Client (in the cheapest available market) of similar services to replace those not provided over the price of the services. No claims for other and/or consequential loss or damage shall be allowed in connection with any such non-provision.

- a. Any Community Infrastructure Levy (CIL) services provided by Jameson are limited to completion and submission of application forms for CIL assessment by the Local Authority in order to validate a planning application. Completion and submission of any further notices including but not limited to the notice of commencement for CIL purposes are the sole

responsibility of the Client unless otherwise agreed in writing. Jameson shall not have any liability whether in contract or in tort or in delict or in negligence or for breach of statutory duty or otherwise arising out of or in connection with CIL excluding instances where Jameson has agreed in writing to complete or submit a specific notice or form on behalf of the Client.

- b. Jameson are not liable for Right of Light claims as the company do not currently offer 'Right of Light' consultancy. This is a civil matter and is separate from daylight and sunlight planning reports as considered by Local Planning Authorities. Right of Light must therefore be considered by the Client before construction commences even if planning permission has been granted. Right of Light matters can affect both domestic and non-domestic properties. Jameson advise that the Client seeks independent professional advice on this area.

## 10 Copyright and Associated Matters

The copyright in all drawings, specifications and documents prepared by the Company, and in the work executed from them, shall remain the property of the Company unless otherwise agreed in writing. The CAD file will remain the property of the Company and will not be distributed to any party under any circumstances unless otherwise agreed in writing. If the Client wishes to use the drawings and documents for purposes for which they were not produced, the Client must acknowledge that this is at their own risk, and the Company name or any reference to Jameson must be removed from any such drawings/documents before such use.

## 11 Termination and Postponement

- a. If you are a consumer Client, then you have 14 days after instructing us to cancel.
- b. The Company reserves the right to charge for any work commenced during this period on a time charge basis.
- c. An agreement between the Company and the Client may be postponed or terminated by either party in writing within and including the 14<sup>th</sup> day. In such cases, Jameson reserves the right to issue an invoice to the Client for all outstanding fees for professional services provided to date, and if contracted work on a design scheme has not been completed then the invoice will include the value of hours spent towards completion, including all expenses incurred.
- d. With regards to site visit appointments, the Company understands that at times due to unforeseen circumstances appointment may need to be changed or cancelled. Please note that the Company require at least one working days' notice of any cancellation and reserve the right to charge a cancellation fee of up to 75% if the required notice is not given.

## 12 Privacy Policy

The company is committed to protecting your privacy; we only store your personal information if you contact us by email or telephone or become a customer of our business. For full details, please refer to our Privacy Policy which can be found on our website at [www.jameson-surveyors.co.uk](http://www.jameson-surveyors.co.uk).

## COMPLAINTS HANDING PROCEDURE

The Company has in place a complaints handling procedure which has two stages. Stage one gives our Company the opportunity to review and consider the Client's complaint in full. The Company will try to resolve the Client's complaint to the Client's satisfaction. If the Client is not happy with the Company's response, the Client will have the opportunity to take their complaint to stage two. Stage two gives you the Client, the opportunity to have your complaint reviewed and considered by an independent redress provider.

### STAGE ONE

If you have spoken to the Company about your complaint, then please put the details of your complaint in writing. The Company asks that you put your complaint in writing to ensure that the Company has a full understanding of the reasons for the Client's complaint. Please send your written complaint to:  
Mrs Tara Shaw, Jameson Architectural Surveyors Limited, 46 Chipstead Valley Road, Coulsdon, Surrey, CR5 2RA

# JAMESON

## Architectural Designers & Surveyors

The Company will consider the Client's complaint as quickly as possible, and the Company will acknowledge receipt of the Client's complaint within 7 days. If the Company is not able to give a full response, the Company will issue an update to the Client within 28 days.

### STAGE TWO

If the Company is unable to agree on how to resolve the Client's complaint, then the Client can take the complaint to an independent redress provider. The company has chosen to use the following redress provider:

CEDR (Centre for Effective Dispute Resolution)  
70 Fleet Street  
London EC4Y 1EU  
020 7536 6000

All prices shown below are subject to VAT

### Schedule A

#### HOURLY RATES

Design Director £150.00  
Project Architect (ARB) £100.00  
Architectural Technologist £ 85.00  
Architectural Technician £ 75.00

### Schedule B

#### RATES FOR DISBURSEMENTS AND EXPENSES

Copying/printing charges  
A0 Colour/Black & White £5.00/£3.50  
A1 Colour/Black & White £3.50/£2.50  
A2 Colour/Black & White £3.50/£2.50  
A3 Colour/Black & White £1.00/£0.50  
A4 Colour/Black & White £0.50/£0.25

#### MILEAGE CHARGES

Per mile (payable for travel to locations £0.50  
outside a 3-mile radius from office)

#### MISCELLANEOUS

Land Registry Title Register/Plans £5.00 per title/plan

Effective May 2022