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1. Contract

1.1 Contract

The contents of the quotation (emailed) and the terms and conditions, form the contract between us (Fluent Architectural Design Services Limited) and you (the client). By completing the 'quote acceptance form' clicking submit, and accepting the terms and conditions, you are confirming that you understand and consent to enter into, and honour, the contract. This does not affect your statutory rights.

1.2 Expiration

The quotation will be valid for a period of 1 month from time of issue.

2. Onsite Surveys

In order to complete accurate scaled plans, we will require access to the entire property including loft space, outbuildings (if applicable) and drains. Only Fluent Architectural Design Services LTD competent employees will complete the survey. It is likely that the surveyors will be unable to determine specific construction elements during the measured survey therefore assumptions made (i.e. loadbearing walls) will need to be checked on-site by the contractor prior to commencement of works

3. Issuing documents

3.1 Turnarounds times

We strive to deliver:

First stage planning designs within 10 working days from completion of the onsite survey.

Building regulation plans within 10 working days of instruction

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Fluent Architectural Design Services endeavour to issue plans within these timeframes assuming payment terms have been met. We do not offer a guarantee to meet the timeframes outlined as the complexity of project briefs can vary.

3.2 Delivery

Documents shall not be released until the required payment terms have been met.

We deliver Plans electronically in PDF format.

We use reasonable endeavours to ensure that electronic deliverables are virus free however we cannot accept responsibility for any infection by virus or malicious code. It is recommended that you check any electronic deliverables or website downloads.

4. Payment

4.1 Terms

Payment terms are 7 working days from issue of invoice. Fluent Architectural Design Services LTD will not:

- i. Release any documentation until the first stage invoice payment has been received.
- ii. Submit any plans to a local authority until the full fee and applicable third-party fee has been received.

4.2 Invoicing

A PDF invoice will be sent to the provided client email address within 48 hours of the scheduled survey date. We are not liable for any delays which occur as a result of not having received payment.

4.3 Outstanding Payments

Any sums remaining unpaid after the expiry of 7 days from the date of submission of our invoice shall bear interest thereafter, such interest to accrue from day to day at the rate of 8% per annum above the current base rate of our primary bank.

Should we not receive contact within 30 days of issue the remaining balance will be invoiced minus our £75+ VAT application submittal fee.

Fluent Architectural Design Services LTD reserves the right to withhold services to individuals or organisations with outstanding payments until such a time as the outstanding payments have been settled.

4.4 Payment methods

Payment can be made via:

- i. Bank transfer, using the account details provided on the invoice
- ii. Online via our secure Sage pay link

Please note, documentation will not be released until payment has cleared

5. Documentation

5.1 Design Standards

All staff employed by Fluent ADS are competent to carry out the professional work undertaken and are expected to carry out work with skill and care and in accordance with the terms of our engagement.

Work will be carried out without undue delay so far as is reasonably practicable, in accordance with timescales and cost limits agreed in the quotation.

5.2 Format

First stage plans are watermarked 'preliminary copy', this will be removed once full payment has been received.

All documents are issued in PDF format via e-mail for efficiency. If you require paper copies these can be obtained in conjunction with a printing firm for an additional fee.

6. Planning

6.1 Design Plans – Client Approval

We will issue you (the client) a proof copy of the concept plans marked 'preliminary copy' and request approval of those plans prior to submission to the Local Authority.

You must confirm that these plans meet your requirements (including design and dimensional requirements) only once your approval has been given in writing we will proceed to draw up your planning application.

If you are unable to provide approval please confirm errors, omissions or changes required. Fluent Architectural Design Services will endeavour to update the plans in response to your comments and resubmit a further proof copy for your approval.

6.2 Local Authority fees

A fee determined by the Local Authority will be included in your second stage design invoice. VAT is not payable on this fee. The Local Authority fee must be paid at the time of Planning Applications submittal. The application will not be deemed registered by the Local Authority until the appropriate fee has been received.

6.3 Associated third-party fees

A planning portal processing fee may be applicable on your application and will be outlined in your quotation

6.4 Planning application

We will correct any errors or omissions in our plans which are required by the Local Authority in order to deem it registered.

6.5 Permitted Development rights

Certain types of work may not require planning permission as it may be classed as "Permitted Development". Fluent Architectural Design Services LTD is not able to advise whether planning permission is required or not. If your project is deemed to be "Permitted Development", and

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you would like a written statement (commonly known as a 'certificate of lawfulness') from the Local Authority confirming that planning permission is not required, there is a fee payable to the Local Authority. Alternatively, we may offer our opinion to you to facilitate your discussions with the Authority.

No refund of our fee or local authority planning fee will be offered, if the Local Authority subsequently determines that Planning Permission is not required.

Should you decide not to submit a certificate of lawfulness to the council, and the extension / alteration is subsequently deemed to be unlawful and not compliant with the permitted development order, then Fluent will not be held responsible or liable for any associated costs, enforcement action or legal action

6.6 Planning advice

All advice and recommendations are made based on our in-house planning teams extensive experience, advice from local authorities or trusted third party sources. Should you decide not to take our advice the application will be submitted in your (the clients name) and Fluent ADS will not be named as the agent as this could be detrimental to our own reputation with the Local authorities.

In the event, that your planning application is refused, and you have not followed our advice. Fluent cannot be held accountable and a new quotation will be issued for any further work required to gain planning approval

6.7 Additional Work

Our quotation includes reasonable consultation where necessary but does not provide for any protracted negotiations (for example with Statutory Authorities). Any additional work related to these matters will be charged on a time basis to be agreed in advance with you.

6.8 Supporting Assessments/Surveys

The Planning Authority may request additional plans, maps or reports in support of a planning application. In most instances this is beyond the scope of our existing contract as the assessment/survey will need to be conducted by a specified third-party.

In this situation, upon your instruction we can obtain quotations on your behalf. Instruction and payment will then need to be made directly between you and the third party.

We shall accept no liability for the work conducted by third-party introduced by ourselves. The contract entered into is between the third party and yourself and we shall not accept any liability for breach of contract from either party

6.9 Planning Refusal

If an application is refused planning and out of the scope of the agreed contract, then there are two possible outcomes:

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1) If Fluent Architectural Design Services LTD **could** reasonably have been expected to foresee a point of contention within the proposed design, then we will redesign these elements at no additional charge and re submit to the Local Authority.

2) If Fluent Architectural Design Services LTD **could not** reasonably have been expected to foresee a point of contention within the proposed design or if reasonable effort had been made to alert yourself of this prior to submittal and you wanted to proceed against our advice a new quotation will be created for re-design.

Under no circumstances can we guarantee planning approval and cannot therefore refund our any fees (our own, Local authority or third-party fees) associated to a refused application

7. Building Regulations / Control

7.1 Documents Returned by Building Control on Technical Grounds

Fluent Architectural Design Services Limited will do everything within our power to satisfy technical concerns or queries raised by Building Control departments in regard to plans we have produced. In the unlikely event that one of our plans cannot be passed by building control on technical grounds (with the responsibility lying solely with Fluent Architectural Design Services Limited) and we are unable to provide technical justification, we will offer a refund commensurate with the proportion of the technical plans that could not be rectified in satisfaction with building control.

It should be noted that in attempting to satisfy the requirements of building control we expect the cooperation of all concerned in terms of agreeing to any changes that may be required on site and working towards a solution that satisfies all concerned.

7.2 Request for Information Outside of Contract Scope by Building Control

If there is information required by building control that falls outside the scope of the agreed contract, then there are two possible outcomes:

1) If Fluent Architectural Design Services LTD **could** reasonably have been expected to foresee a requirement for these elements by building control and have not offered them as part of our quotation, then we will provide the calculations for these elements at no additional charge and issue them as part of a revised document.

2) If Fluent Architectural Design Services LTD **could not** reasonably have been expected to foresee a requirement for these elements, or if these elements were included in the quotation which we were not instructed to proceed with, then there will likely be an additional charge. The price for these items will either already have been quoted as part of the original quotation or will be quoted for as part of a new quotation.

7.3 Request for Information Outside of Contract Scope by Parties other than Building Control

Requests for information outside the scope of the agreed contract will likely be chargeable. The price for these items will either already have been quoted as part of the original quotation or will be quoted for as part of a new quotation. You will need to instruct us for the additional items for us to proceed with the re-design.

8. Additional Work

8.1 Change of scope

Additional work may be required where we are involved in extra work and expense for reasons beyond our control. This may include for example the revision of drawings and specifications once they have been prepared due to changes in your brief, instructions or due to statutory requirements. Additional Local Authority fees may also be payable.

You will not be charged for any additional work that falls within the original brief unless the work and associated fee has been agreed in advance.

Should the changes fall outside of the original brief a new quotation shall be provided and the work completed only once we are instructed to do so.

8.2 Site visit

Should an additional site visit be required a fee of £100 + VAT an hour will be charged.

8.3 Drawing reviews

The design and planning package include one onsite drawing review or Screen Share with a designer. Any onsite visits or Virtual meetings thereafter will be charged at £100 + VAT.

8.4 Drain Surveys

We will require access to any drains located on the property during our initial survey and it is the client's responsibility to ensure the manhole is free of any obstructions. If we are unable to locate the manhole during our initial survey, an additional site visit fee may be applicable in the instance that a Thames Water build over agreement is required.

9. Copyright and Design Rights

9.1 Intellectual property

The copyright of all documents and drawings prepared by us will remain the property of Fluent Architectural Design Services LTD. We may use any plans or documents produced by us for advertising or other purposes including online and print media.

We may provide you with a non-exclusive royalty free licence to use documents and drawings produced for you which solely contain our Intellectual property for any purpose excluding resale to third parties.

9.2 Copyright

We use mapping data provided under licence from third parties. Where this data is incorporated into drawings produced for you the drawings will be provided under the terms and conditions of that third-party licence.

These conditions will limit your use of the drawings and the numbers of copies (electronic and paper) which you may produce or retain (typically you will be limited to one copy). If you do not accept the terms of the third-party licence, then you must return all the licensed items to us unused immediately and without retaining or distributing the items. Additional licences can be obtained for an additional fee.

You shall be liable for and shall indemnify us against all losses, liabilities, actions, claims, costs and expenses (including legal costs and expenses) which are suffered by us as a result of your infringement or alleged infringement of any third-party license.

10. Liability

10.1 Warranty

We do not offer a warranty, guarantee, representation or opinion as to the cost or practicability of construction of any of our designs.

e shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods or services in question. Nothing in this is however intended to limit any rights (including statutory rights) you may have as a customer under applicable local law that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

Fluent Architectural Design Services LTD do not accept any liability for your compliance with any legislation during the build process (including, but not limited to, Party Wall Regulations, Health and Safety Legislation, the Construction Design and Management Legislation or Right to light issues.)

10.2 Public Liability

Fluent Architectural Design Services LTD holds Public Indemnity insurance with Arch Insurance (UK) Limited for £2,50000

11. Privacy and Personal Information

We will not pass your information to third parties except where:

- i. We are submitting information to the Local Authority on your behalf
- ii. We provide your information to third party print services suppliers who may deliver printed copies to us or directly to you.
- iii. You request us to do so.
- iv. We have a statutory duty to provide information.
- v. Where you have requested us to do so, ie obtain quotations from third parties on your behalf

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- vi. It is a necessary part of our delivery of the goods or services to you.

12. Third Parties

We shall accept no liability for the work conducted by a third-party introduced by ourselves (including, but not limited to third party surveyors, build companies, structural engineers and contract services)

The contract entered into is between the third party and yourself and we shall not accept any liability for breach of contract from either party

13. Feedback and Complaints

If you have feedback or a complaint regarding our services please write to us at our registered address or email info@Fluent-ads.co.uk. We will endeavour to deal with your feedback in an effective and proactive manner.

14. Refunds

In the unlikely event that we are unable to update plans to meet with your requirements then you may terminate the contract we will offer a refund commensurate with the amount of work yet to be completed

15. Law

This contract shall be subject to English Law and to the jurisdiction of the Courts of England and Wales.