

Our Standard Terms & Conditions

Company & Contract Acceptance

- 1.1 Shear Architectural Design is a limited company registered in England under registration number 10662187 and whose registered office is at PJCO, St James' Hall, Mill Road, North Lancing, BN15 0PT.
- 1.2 References within this document to Shear Architectural Design as a business include 'we', 'our' and 'us'.
- 1.3 The instructions you give us create a contract between you and Shear Architectural Design for the provision of services to you.
- 1.4 Our contract with you is personal with all Architectural work to be carried out by Shear Architectural Design unless otherwise stated or agreed prior to instruction of any third-party company.
- 1.5 Written acceptance of our quotation via post or electronic mail forms contract between you the client and us which accepts in full the terms and conditions hereby listed. Our quotes are valid for one calendar month. Thereafter it shall be subject to review.
- 1.6 Third party services and fees are advisory only and will be confirmed if requested at required procurement time to you the client before instruction to the third-party company is made. Shear Architectural Design will only issue relevant instruction to proceed once the client has confirmed acceptance of the quotation.

Company Commitment

- 2.1 Shear Architectural Design shall exercise reasonable skill, care and diligence in commencing and completing services that have been accepted in writing by our clients.
- 2.2 We shall advise on the progress of a project within reasonable time frames and notify of any issue that may significantly affect the delivery, cost or quality of the project when brought to our attention.
- 2.3 We shall collaborate with third party companies as required (and in accordance with 1.6) to obtain information required for the project and pass any documentation obtained onto the client on settlement of the associated fees.
- 2.4 With regards to projects requiring local authority approval in the form of planning permission we will not make material alterations to the approved design without the consent of the client, except in the case of an emergency.
- 2.5 We would seek to request permission to publish photographs of the project, and the Client shall offer reasonable access to the project for this purpose for 2 years after practical completion of the construction works.
- 2.6 We reserve the right to review the quoted costs for services if the client instructs additional works or if the brief described within the initial quotation is deviated from, on the basis of reimbursement for additional time expended plus any expenses incurred.

SHEAR ARCHITECTURAL DESIGN LTD

Trading Address: Maritime House Basin Rd N, Portslade, Brighton BN41 1WR

(2nd Floor Echo 3 office)

+ (44) 1273 740642 | info@sheararchitecturaldesign.co.uk

www.sheararchitecturaldesign.co.uk

VAT No. 334538890 | Company No. 10662187

Registered Address: Unit 6, Riverside Business Centre, Brighton Road, Shoreham-By-Sea, West Sussex, BN43 6RE

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- 2.7 We reserve the right to charge for further meetings if required during the design process, on the basis of reimbursement for additional time expended plus any expenses incurred. Guidance on these fees can be found below (5.8)

Client Commitment

- 3.1 The client shall advise of the requirements sought, as a result of the development and any changes required during the design phase.
- 3.2 The Client will provide, free of charge to us any information in his/her possession or of which is reasonably obtainable any documentation that would benefit the project.
- 3.3 The client will give written approval of drawings and documentation before their submission to local authorities or third-party companies and give decisions to assist the performance of services.
- 3.4 The client acknowledges that we will advise to best of our knowledge at the time of delivering services and with the information made available to us as to whether a proposed development requires planning permission based on the General Permitted Development Order 2015 and accepts that Shear Architectural Design takes no responsibility for this advice without formal enquiries being made to the local authority.
- 3.5 It is the client's responsibility to make us aware and ensure themselves that any relevant development approvals are in place in line with their deeds or planning conditions on the existing building or land, including but not exhaustive of 'right of ways' (shared drives), covenants, developer restrictions, S106 conditions, Water authority approvals, etc.
- 3.6 The client acknowledges that although we use our best endeavours to prepare a design solution that in our opinion has a good chance of obtaining approval, we will not guarantee local authority approval will be granted, nor can we guarantee the time scales of an application.
- 3.7 If after making a planning application we are instructed by the local authority to make amendments to the design that results in either modified drawings or submission of a new application, further design work will be subject to the payment of additional fees that will be calculated based on our hourly rates as specified in 5.8 unless otherwise agreed.
- 3.8 The client acknowledges that Shear Architectural Design does not warrant the competence, performance, work, services, products or solvency of any other persons that may be instructed (by a separate agreement between the client and other persons) during the project. The responsibility lies with the client to make such separate contractual agreements with other persons".

Site boards

- 4.1 Shear Architectural Design may request permission to display professional signboards on the site in appropriate locations for the duration of the works on site.

Fees

- 5.1 The fees and terms set out within the quotation will be involved due on receipt, Shear Architectural Design reserve the right to suspend services if payment is not made promptly within ten days of invoice. If after reminder the client has not made payment within thirty days of invoice date, we

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reserve the right to add an administrative charge and where necessary pass the matter to our debt recovery.

- 5.2 Deposits will be taken before any work is to commence.
- 5.3 The balance of fees for each phase will be due on satisfactory completion of drawings and documentation and prior to submission of application unless otherwise stated. We reserve the right to delay the submission of an application until payment has been made.
- 5.4 The client is responsible for settling fees from third party companies which have been appointed on the client's behalf and to make payment in accordance with their terms and conditions. Where we issue an invoice for third-party involvement in the project, we reserve the right to include an administration fee for sourcing the information.
- 5.5 The service of documents and invoices shall be sufficient if sent by post to the client's postal address or by electronic mail to the client's e-mail address.
- 5.6 If further design works have been necessary as set out in 2.6 these will be invoiced prior to submission where possible and at our discretion in all other instances.
- 5.7 All other disbursements including attendance at additional meetings, etc will be invoiced as separate items.
- 5.8 Any additional meetings, design works or consultations are charged at £150.00 per hour (plus VAT) in 1/4-hour increments to include travel time plus mileage expenses where applicable @ HMRC rates.
- 5.9 The quotation is exclusive of VAT where applicable which will be itemised separately and added to each invoice at the current rate in force.
- 5.10 Any invoice or item on an invoice which is disputed shall be brought to our attention in writing within seven days of the date of the invoice, failing which it shall be assumed no item is disputed. Where there is an alleged breach of the Consumer Rights Act 2015 we would expect such a matter to be brought to our attention as soon as reasonably practical.
- 5.11 We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the UK late pay legislation if we are not paid according to our agreed terms of business. Any legal costs incurred whilst pursuing a debt will also be payable by the debtor. Interest is charged at 8% per annum (3% consumer contracts) above the Bank of England base rate.
- 5.12 We will issue a full tender pack (one set of drawings, construction notes and associated documents) to the client via post and email. These are included in our fee.

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Copyright

- 6.1 Shear Architectural Design shall own the copyright to all drawings and documentation produced in performing the services and we assert our moral right to be identified as the author of such work.
- 6.2 On the proviso that all fees are settled the client shall have a license to copy, use and allow other persons providing services to the project to copy and use hard and soft copies (excluding DWG or similar digital files) of all drawings and documentation produced.
- 6.3 No drawing or document produced by Shear Architectural Design may be submitted to a local authority or any institution without our expressed written consent.

Liability & Insurance

- 7.1 Shear Architectural Design are committed to offering a high standard of services to our clients, however if you are dissatisfied you must register this by email or letter posted to our registered address as soon as reasonably practical. *please request proof of receipt if posting
- 7.2 Unless due to our negligence or breach of contract our maximum liability of any claim shall not exceed our quoted fee sum for the services offered and accepted. This is limited to Shear Architectural Design fees only.
- 7.3 Shear Architectural Design hold Professional indemnity insurance to the value of £1Million.
- 7.4 The works may require compliance with the Party Wall etc Act 1996 and the client should carry out enquiries to satisfy himself in respect of this prior to instructing us.
- 7.5 The client is responsible for agreements made between the water authority to permit building over or close to existing drains and sewers and should carry out enquiries to ascertain the precise location of services.

Dispute resolution

- 8.1 The client and architectural designer may attempt to settle any dispute or difference arising under the contractual agreement by negotiation or mediation, if suitable, or either party may refer the matter to adjudication, arbitration or legal proceedings. The RIBA Alternative Dispute Resolution will be used.
- 8.2 Clients will also have access to Which dispute resolution.

Where the business is unable to resolve your complaint using the business complaints procedure, as a Which? Trusted Trader the business uses Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that the business cannot remedy your complaint to

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your satisfaction you may wish to refer your complaint to them. If you wish to do so, please contact Which? Trusted traders in the first instance on 0117 456 6031

Right to Cancel

- 9.1 Either the client or Shear Architectural Design has the right to cancel the contract before works have commenced at no cost by sending a cancellation notice within seven days from the date the contractual agreement was made.
- 9.2 Should the client wish to cancel once services have commenced, they will be invoiced for the time and expenses spent up until the day of cancellation plus an administrative fee of £50.
- 9.3 Cancellation must be done in writing (post or electronic mail) and will terminate the contract on the day we receive the correspondence.

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