

hayward smart architects

CONDITIONS OF ENGAGEMENT

GENERAL

Generally, Hayward Smart Architects will undertake architectural services as described in the Royal Institute of British Architects (RIBA) publication "A Client's Guide to Engaging an Architect" detailed as follows.

Clients unfamiliar with this publication can request a copy to be charged at cost or visit <http://www.unit3-designstudio.com/wp-content/uploads/2014/08/Clients-Guide-to-Engaging-an-Architect.pdf>.

Hayward Smart Architects operate under the guidance of the Architects Registration Board (ARB) *Architects Code: Standards of Conduct and Practice*.

NORMAL SERVICES

Generally, normal architectural services provided are set out in the Standard Form for the Appointment of an Architect, RIBA Agreements 2010. Where deemed necessary this document can be used as a formal agreement.

Normal services are as set out in the RIBA Outline Plan of Work as follows:-

RIBA Work Stage 0 – Strategic Definition

Identification of client's business case and strategic brief.

RIBA Work Stage 1 – Preparation and Brief

Identification of specific key requirements and constraints including quality, project objectives & budgets.

RIBA Work Stage 2 – Concept Design

Development of Strategic Brief into final Project Brief.
Preparation of Outline Proposals and estimate of likely costs.
Review of procurement route.

RIBA Work Stage 3 – Developed Design

Development of agreed Outline Proposal to Detailed Proposals and submission of application under planning law where necessary.

RIBA Work Stage 4 – Technical Design

Development of proposals with other consultants, submit Building Regulations Application and complete construction drawings.

RIBA Work Stage 5 - Construction

Administration of the Building Contract up to Practical Completion.

RIBA Work Stage 6 – Handover and Close Out

Conclude administration of the Building Contract including issue of Final Certificate and provide 'as constructed' information where required.

RIBA Work Stage 7 – In Use

Conclude activities including post-occupancy evaluation and project performance where required.

Services not included in the above and specifically excluded from any fee agreement include measured surveys, condition surveys, advice on issues within a building outside the scope of the works agreed, selection of loose fittings and furnishings, cost planning, submission of appeals, full time site presence, 3D visualisations, services normally provided by other consultants such as quantity surveyor, structural engineer, services engineer, landscape architect, CDM Principal Designer, party wall surveyor, ecologist, historic buildings specialist or town planner.

Measured surveys provided by Hayward Smart Architects are carried out to a level appropriate for the development of the agreed scope of works only.

FEES

Percentage Fees

Where normal services are provided fees are generally based on a percentage of the final construction cost. The percentage rate depends on the complexity and size of the project and is exclusive of out-of-pocket expenses and VAT (unless otherwise stated).

Note that Hayward Smart Architects carry out work stages 5 & 6 on a time-charge basis only. Furthermore, work stages 0 and 7 are not deemed normal services and are subject to separate fee negotiations, generally carried out on a time-charge basis.

The fees are generally to be paid as interim accounts at the end of every calendar month or on completion of a Work Stage, whichever occurs first. The overall fee is generally broken down as follows, but is sometimes split differently. Refer to the accompanying fee proposal letter for specific fee structure.

RIBA Work Stages 1-2 15% of the fee

RIBA Work Stage 3 25% of the fee (40% cumulative)

RIBA Work Stage 4 60% of the fee split into 2 equal stages (100% cumulative)

RIBA Work Stage 5 Time-Charge (paid monthly)

RIBA Work Stage 6 Time-Charge (paid monthly)

The percentage fee will initially be based on the agreed budget and will be adjusted after receipt of tenders (Work Stage 4) to suit the actual contract value. Any adjustments in the scope of the works affecting the value during construction will result in an adjustment of the fee at issue of the Final Certificate. The construction cost excludes VAT, specialist fees and any loss and/or expenses payment for liquidated damages.

Should the scope of the work be reduced at any stage then the fees up to that point will be based on the initial budget. Thereafter the fee will reduce based on the revised proposals for the remainder of the appointment.

The budget and construction costs are deemed to include any contingencies or design reserve allowance and any equipment supplied by the client to be installed as part of the building contract.

Should the scope of the work change there may be a charge for abortive work.

Lump Sum Fee

Where the scope of the work is simple and fixed then a lump sum fee can be agreed. Adjustments to a lump sum fee may be necessary should the scope or extent of the work vary.

Note that Hayward Smart Architects carry out work stages 5 and 6 on a time-charge basis only. Furthermore, work stages 0 and 7 are not deemed normal services and are subject to separate fee negotiations, generally carried out on a time-charge basis.

Time Charge

For time-based work the following rates will be charged exclusive of VAT and out-of-pocket expenses.

Director	£140.00/hour
Senior Architect	£120.00/hour
Architect	£100.00/hour
Senior Technologist	£90.00/hour
Technologist	£80.00/hour
Architectural Assistant	£70.00/hour

These rates are subject to review at the end of each calendar year. Accounts for time charged projects are normally submitted at monthly intervals.

Expenses

Out-of-pocket expenses are normally charged in addition to fees (unless otherwise stated). These include:-

Photocopying	
A4 black/white	12p/copy
A3 black/white	50p/copy
A4 colour	£1.75/copy
A3 Colour	£2.50/copy

Plan printing	
A2 black/white	£1.50/copy
A1 black/white	£2.00/copy
A0 black/white	£3.00/copy
Photographs	At cost
Mileage	45p/mile
Other Travelling	At cost

Postage	At cost
Couriers	At cost

Alternatively, expenses can be included within an additional percentage fee of 0.5%, excluding air travel, hotel accommodation and couriers.

Other Exclusions

In addition to the exclusions previously specified the client will be responsible for payment of all local authority and statutory fees associated with the proposals. Cheques to accompany local authority submissions etc are generally to be forwarded to Hayward Smart Architects for inclusion in any application. Where online payment options are available, the client will be nominated to make the appropriate payment. This generally relates to Local Authority Fees for Planning and Building Regulations applications.

Clients are responsible for the appointment of consultants and are to pay them direct. If Hayward Smart Architects are required to appoint the consultants, then this will be subject to the agreement of the Company's professional indemnity insurers. An additional fee of 0.75% of the contract cost will be added for this service.

Value Added Tax will be charged as necessary at the rate applicable on the day of the account.

Clients are responsible for payment of fees arising from the preparation of SAP calculations where requested by building control. Hayward Smart Architects can arrange for this service, which will be paid by the client direct.

At Planning Application stage a site location plan of scale 1:1250 or 1:2500 will be required. The client will be responsible for the cost of supplying this plan although Hayward Smart Architects can organise this at cost.

Payment

Accounts are to be settled within 14 days of issue of the account otherwise interest will be charged at 3% above the current bank base rate. Hayward Smart Architects reserve the right to cease work on the project or withhold documents should payment not be received within 14 days of the date of the account.

Where stages of work extend over multiple months, Hayward Smart Architects will issue interim fee accounts. This will be agreed at the start of the work stage.

COPYRIGHT

Copyright in all documents and drawings prepared by Hayward Smart Architects and in any works executed from those documents and drawings shall, unless otherwise agreed, remain the property of Hayward Smart Architects.

DISPUTE RESOLUTION

In the event of any dispute or difference arising under the Agreement the Client and Hayward Smart Architects may attempt to settle such dispute or difference by negotiation or in accordance with the RIBA Conciliation Procedure.

Neither party may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until an attempt to settle the dispute by conciliation has been progressed, provided that the right to issue proceedings is not prejudiced by a delay.

Any dispute or difference may be referred to adjudication by the Client or Hayward Smart Architects at any time. The adjudication procedures and the Agreement for the appointment of an Adjudicator shall be as set out in the 'Model Adjudication Procedures' published by The Construction Industry Council current at the date of reference.

February 2023