

◆ **Paul Grout Associates** ◆

Paul Grout, BA(Hons) BArch(Hons) RIBA Chartered Architect

## Standard Terms and Conditions

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**SERVICES TO BE UNDERTAKEN:** Paul Grout Associates (hereafter PGA) will perform the services defined in the attached Schedule 1 entitled 'Scope of Works' or as defined or revised in correspondence (including meeting minutes). All documents produced by PGA including drawings, reports and specifications will be prepared in good faith and based on the information provided or available at the time of preparation.

**FEES AND EXPENSES:** Fees and expenses will be as defined in the attached Schedule 2 entitled 'Fee Proposal' or in correspondence.

**VAT:** VAT is chargeable on fees and expenses.

**INVOICES:** PGA will render invoices on completion of the work stages as defined in the Scope of Works or at interim stages if appropriate for settlement 30 days from receipt of the invoice. On the expiry of 60 days on non payments interest will be charged at a rate of 2.5% above current bank base rate.

**VARIATIONS TO THE AGREEMENT:** Should the Scope of Works be varied (including either the nature of the work or the deadline dates) PGA reserves the right to review and/or alter the fee agreement. Any alterations will be agreed in advance with the Client and confirmed in writing.

**DUTY OF CARE:** PGA will exercise such skill, care and diligence as may reasonably be expected of a properly qualified and competent architect experienced in carrying out work of a similar size and complexity.

**DISCREPANCIES OR QUERIES:** Any discrepancy or query regarding any document prepared by PGA arising from the Scope of Works including drawings, reports and specifications must be referred to PGA. PGA accept no liability for any loss or expense or damage of whatsoever nature and however arising from any variation made to such documents or in the execution of the work to which they relate which has not been referred to them and approval obtained in writing.

**CONFIDENTIALITY:** All documents arising from the Scope of Works including drawings, reports and specifications are provided for the sole use of the Client and are confidential to him and to his professional advisers involved in the project. PGA accepts no responsibility for their use by others. The Client must obtain the approval of PGA before copies of such documents are given to any third party, such approval not to be unreasonably withheld.

**COPYRIGHT:** Copyright in all documents prepared by PGA arising from the Scope of Works including drawings, reports and specifications and in any work executed from such documents will remain the property of PGA.

**PUBLICITY:** PGA retain the right to use and reproduce any material arising from the Scope of Works for promotional purposes including photographs of completed building work subject to the Client's approval, such approval not to be unreasonably withheld.

**FORCE MAJEURE:** If the performance of this agreement or any obligation under it is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party so affected (upon giving notice to the other party) will be excused from performance to the extent of the prevention, restriction or interference provided that the party so affected will use its reasonable endeavours to avoid or remove the causes of non-performance and will continue performance under this agreement with the utmost despatch whenever such causes are removed or diminished.

**TERMINATION:** PGA reserve the right to terminate the agreement for any good cause and will give 14 days prior notice in writing of such termination. In this event, PGA will be entitled to payment for all services performed under the agreement up to the time of termination including all expenses incurred.

**DISPUTES:** This agreement will be governed by English law. All disputes arising will be referred to a single arbitrator in accordance with the Arbitration Act 1950 nominated by the Chartered Institute of Arbitrators.

**ASSIGNMENT:** Neither party will assign or transfer any rights or obligations under this Agreement without the written consent of the other party.