



**MY-ARCHITECT**  
**TERMS & CONDITIONS OF APPOINTMENT**

**Our terms**

**1. These terms**

- 1.1 **What these terms cover.** These are the terms and conditions on which you appoint us to provide services to you. You will be asked to confirm your express agreement to these terms and conditions when you place an order for our services, via our website or otherwise.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**2. Information about us and how to contact us**

- 2.1 **Who we are.** We are **My-architect Studio LLP** an architects partnership registered in England and Wales. Our registration number is OC433385 and our registered office is at 36 Claredale Street, London, United Kingdom, E2 6PG.
- 2.2 **How to contact us.** You can contact us by telephone on +44 (0)7971 531 979 or by writing to us at [harry.molyneux@my-architect.io](mailto:harry.molyneux@my-architect.io) and 36 Claredale Street, London, United Kingdom, E2 6PG.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when appointing us.

**3. Our Services**

We provide the following services:

Service	Description
<b>Design &amp; Planning</b>	<ul style="list-style-type: none"><li>● Architectural design &amp; planning services up to planning application submission</li><li>● Home surveying</li><li>● Planning application submission</li></ul>

	<ul style="list-style-type: none"> <li>• Changes to planning application at request of homeowner and/or council</li> <li>• Design iterations after the first 3 hours of screen-share design time will be at additional cost of £220 per redesign.</li> </ul>
<b>Scope of Works &amp; Tender</b>	Assisting you to prepare a scope of the works required and to manage a tender process with suppliers to obtain the optimum service for implementation and build of the design.

#### 4. Our contract with you

- 4.1 **How we will accept your appointment of us.** Our acceptance of your appointment of us to provide services will take place when we email you to accept it, at which point a contract will come into existence between you and us. Before we email you, any promotion of services on our website or in other materials does not constitute an offer but is simply an invitation to you to offer to appoint us to provide our services on these terms and conditions.
- 4.2 **We reserve the right not to provide our services to you.** We may not be able to accept your appointment of us because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the services or because we are unable to meet a delivery deadline you have specified.
- 4.3 **If we cannot accept your appointment of us.** If we are unable to accept your appointment of us, we will inform you of this and will not charge you for the services. If you have already paid for the services, we will refund you the full amount charged as soon as possible.
- 4.4 **Our contract does not cover the implementation and build.** Our contract will only cover our provision of the Design & Planning services and, if requested, the Scope of Works & Tender services described above. The implementation and build of any design we create will be carried out by your selected Construction Professionals (as defined below) under a separate contract, and will not be carried out by us. WE WILL NOT BE RESPONSIBLE FOR ANY WORK UNDERTAKEN OR ANY OTHER ACTS OR OMISSIONS OF ANY CONSTRUCTION PROFESSIONALS, IRRESPECTIVE OF WHETHER YOU SELECT THEM FOLLOWING OUR PROVISION OF SCOPE OF WORKS & TENDER SERVICES UNDER THIS CONTRACT. WE STRONGLY RECOMMEND YOU TAKE UP YOUR OWN REFERENCES AND CARRY OUT YOUR OWN FINANCIAL CHECKS IN RELATION TO THE APPOINTMENT OF ANY CONSTRUCTION PROFESSIONALS.

## 5. Definitions and interpretation

The following definitions and rules of interpretation apply in this appointment:

### 5.1 Definitions:

- 1 **Additional Fee:** the amount payable by us to you for the Additional Services under this appointment.
- 2 **Additional Services:** the additional services we agree to provide to you in accordance with clause 11.
- 3 **Basic Fee:** the amount payable by us to you for the Basic Services under this appointment.
- 4 **Basic Services:** the specific Design and Planning and/or Scope of Works and Tender services (each as explained in Clause 3 above) to be provided for the Project, as set out in the Quotation,.
- 5 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 6 **Construction Professional:** people or businesses providing construction related services like structural engineers, party wall surveyors, and building contractors.
- 7 **Fee:** the Basic Fee and the Additional Fee (if any).
- 8 **Material:** all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.
- 9 **Project:** the project to be carried out at the Property, as described in the Quotation
- 10 **Property:** the property at which the Project will be carried out, the address of which is set out in the Quotation.
- 11 **Quotation:** the document sent by us to you setting out the proposed Services.
- 12 **Services:** the Basic Services and the Additional Services (if any).

5.2 References to Clauses are to the clauses of this appointment, but Clause headings shall not affect the interpretation of this appointment.

5.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

5.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

5.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 5.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 5.7 This appointment shall be binding on, and enure to the benefit of, the parties to this appointment and their respective personal representatives, successors and assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 5.8 Unless expressly provided otherwise in this appointment, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time, and a reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 5.9 Any reference to a party's **consent** or **approval** being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.
- 5.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 5.11 A reference to **writing** or **written** includes email.
- 5.12 Unless this appointment otherwise expressly provides, a reference to the Property or the Project is to the whole and any part of it.
- 5.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **6. Our obligations**

- 6.1 We will provide the Services set out in the Quotation.
- 6.2 Subject to clause 6.3, we warrant and undertake that we will:
- (a) comply with the terms of this appointment;
  - (c) not, without your written consent, make any material change to the designs or specifications for the Project after they have been settled or approved;
  - (d) regularly liaise with any Construction Professionals engaged on the Project until such time as the management and/or implementation of the Project is handed over to one or more other Construction Professionals
  - (e) provide design iterations and professional advice on the legislative frameworks with which the building must comply until such time as up to the point the management and/or implementation of the Project is handed over to one or more other Construction Professionals

- 6.3 When performing the Services, we warrant and undertake that we will exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced member of our profession undertaking works of similar in scope and character to the Project and:
- (a) not to specify for use in the Project any materials, equipment, products or kits, which, at the time of specification or use, are generally accepted, or generally suspected, in the construction industry at the relevant time as:
    - (i) posing a threat to the health and safety of any person;
    - (ii) posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project;
    - (iii) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project;
    - (iv) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agreement certificate issued by the British Board of Agrément; or
    - (v) having been supplied or placed on the market in breach of the Construction Products Regulations;
  - (b) to comply with any statutory requirements, secondary legislation, regulations, bye-laws and planning agreements, obligations and consents when performing the Services; and
  - (c) to perform the Services and prepare all Material for those elements of the Project for which we are responsible according to the Project programme agreed between you and us or, in the absence of a Project programme, in sufficient time to facilitate the efficient progress of the Project.
- 6.4 Our duties or liabilities under this appointment shall not be negated or diminished by any approval, inspection, test or omission to approve, inspect or test, by you or on your behalf.
- 6.5 Notwithstanding clause 8.3 below (Construction Professional introductory fee), the Services we will provide do not include, and we make no warranty or undertaking in relation to, the implementation and/or build by any Construction Professional of any design, irrespective of whether it is a design we create for you and of whether the implementation and/or build is carried out by one or more Construction Professionals selected following the Scope & Works Tender services we provide.

## **7. Our authority**

Notwithstanding any other provision of this appointment, other than in an emergency or with your prior written consent, we have no authority to:

- (a) make or instruct any material alteration to the Project or our Services;
- (b) vary, terminate or waive compliance with the terms of any building contract or professional appointment relating to the Project;
- (c) enter into any contract, commitment or undertaking on your behalf; or

- (d) without prejudice to clause 7(c), issue any instruction or notice under a building contract or professional appointment relating to the Project that:
  - (i) delays the Project; or
  - (ii) increases the cost of the Project.

## **8. Remuneration**

8.1 You will pay us:

- (a) the Basic Fee as full remuneration for the Basic Services; and
- (b) the Additional Fee as full remuneration for any Additional Services.

8.2 The Fee together with any expenses and disbursements as referred to in clause 8.3 will be our entire remuneration by you under this appointment.

8.3 If you select a Construction Professional following our provision of Scope & Works Tender services, we will additionally charge such Construction Professional an introductory fee of 5% of the overall construction cost, which is taken out of their profit and charged as a marketing expense.

8.4 You will reimburse us for any expenses or disbursements set out in the Quotation. All other expenses and disbursements incurred by us are deemed to be included in the Fee. Any expenses or disbursements payable by you to us shall be included in the next invoice after they are incurred and paid by you in accordance with clause 9.

8.5 You will pay us any VAT properly chargeable on the Services and any amount expressed as payable to us under this appointment is exclusive of VAT unless stated otherwise.

## **9. Payment**

9.1 The Fee must be calculated and paid in instalments in accordance with the Quotation. If not set out in the Quotation, the Fee must be paid at intervals of not less than one month, beginning one month after we begin performing the Services.

9.2 We will submit to you an invoice for each instalment of Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that we consider will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.

9.3 Payment will be due on the date you receive each invoice.

9.4 If you fail to pay an amount due to us by the final date for payment, then you will pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate. Such interest shall accrue on a daily basis from the final date for payment until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. The parties acknowledge that your liability under this clause 9.4 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

## **10. Adjusting the Fee**

- 10.1 The Fee will be adjusted if the performance of the Services is materially delayed or disrupted due to a change in the scope, size, complexity or duration of the Project, provided that we will not be entitled to any adjustment of the Fee where delay or disruption arises from our default or negligence, or the default or negligence of our sub-contractors or suppliers (if any).
- 10.2 We will notify you of our intention to claim an adjustment to the Fee as soon as reasonably practicable after we become aware of any material delay or disruption to the Services.
- 10.3 Unless the parties agree otherwise, any adjustment of the Fee under clause 10.1 shall be a reasonable amount and calculated by reference to any time charges set out in the Quotation.

## **11. Additional Services**

- 11.1 We will perform an Additional Service upon receipt of a written instruction to do so from you.
- 11.2 Unless the parties agree otherwise, the Additional Fee shall be a reasonable amount calculated by reference to any time charges set out the Quotation, provided that no Additional Fee shall be payable if the requirement for an Additional Service arises from our default or negligence, or the default or negligence of our sub-contractors or suppliers (if any).
- 11.3 Any Additional Fee payable by you shall be included in the next invoice following performance of the Additional Service to which it relates.

## **12. Termination**

- 12.1 Our appointment will end when we have provided the Services and the management and/or implementation of the Project is handed over to one or more other Construction Professionals.
- 12.2 You may terminate your engagement under this appointment at any time by giving ten Business Days' notice in writing to us.
- 12.3 Either we or you may immediately terminate our engagement under this appointment by giving written notice to the other party if:
  - (a) the other party is in material breach of its obligations under this appointment and fails to remedy such breach within ten Business Days of receiving written notice requiring it to do so; or
  - (b) the other party becomes insolvent as defined in section 113 of the Housing Grants, Construction and Regeneration Act 1996 or:

- (i) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (ii) applies to a court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986.

### **13. Consequences of termination**

13.1 On termination in accordance with clause 12, you shall pay us:

- (a) any amount properly due for payment under this appointment at the date of termination; and
- (b) a fair and reasonable proportion of the next instalment of the Fee, together with any expenses and disbursements, commensurate with the Services properly performed at the date of termination.

13.2 If our engagement under this appointment is terminated:

- (a) by you in accordance with clause 12.2; or
- (b) by us in accordance with clause 12.3,

you shall also pay any expenses and disbursements necessarily incurred by us as a direct result of termination.

13.3 If our engagement under this appointment is terminated by you in accordance with 12.2 we shall also pay you the reasonable cost of procuring a replacement professional consultant to carry out any unperformed Services, to the extent that such cost exceeds the Fee (or, where the Fee is yet to be determined, our reasonable estimate of the Fee). Any such cost shall be deducted from the amount payable to us under 9.1 and if any shortfall remains following such deduction you may claim it as a debt due from us.

13.4 Payment under 13.1 and 13.2 (if any) shall be:

- (a) our sole entitlement to compensation for termination of our engagement under this appointment; and
- (b) claimed by us as if it was a payment under 9.

13.5 Except as set out in 13.1 and 13.2, we shall not be liable to you for:

- (a) any costs, expenses, disbursements or losses;
- (b) any loss of profits, loss of fees, loss of chance or other similar losses; or
- (c) any indirect losses or consequential losses

arising out of termination of our engagement under this appointment.



13.6 Termination of our engagement under this appointment shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this appointment which existed at or before the date of termination.

#### **14. Assignment and sub-contracting**

14.1 We may not assign or transfer our obligations under this appointment to any other person and you may not assign or transfer your rights under this appointment to any other person.

14.2 We shall not sub-contract the performance of any of the Services without your prior written consent. We shall be responsible for any services we sub-contract to a third party as if we had performed such services ourselves.

#### **15. Copyright**

15.1 We own all intellectual property rights (including copyright) relating to the Material we produce.

15.2 We grant you, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, us for any purpose relating to the Project and the Property, including the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Project.

15.3 The licence in clause 15.2 allows you to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

15.4 The licence in clause 15.2 carries the right to grant sub-licences and is transferable to third parties with our prior consent.

15.5 You shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

15.6 We may at any time (whether before or after completion of the Services, or after termination of your engagement under this appointment) request a copy or copies of (some or all of) the Material from you. On our payment of your reasonable charges for providing the copy (or copies), you shall provide the copy (or copies) to us.

#### **16. Confidentiality**

16.1 Neither we nor you shall at any time during this appointment, and for a period of two years after termination of our engagement under this appointment, disclose to any person any confidential information concerning the business, affairs, customers, clients

or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 16.2.

- 16.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this appointment. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
  - (b) as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 Neither we nor you shall use any other party's confidential information for any purpose other than to exercise our rights or perform our respective obligations under or in connection with this appointment.

**17. Professional indemnity insurance**

- 17.1 We shall maintain professional indemnity insurance for an amount of at least £750,000 in the annual aggregate for a period beginning on the date of this appointment and ending six years after the date of practical completion of the Project, provided that such insurance is available at commercially reasonable rates and terms.
- 17.2 We shall immediately inform you if our required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that you can discuss with us how best to protect your and our respective positions regarding the Project and the Property, without that insurance.
- 17.3 Whenever you reasonably request, we shall send you evidence that our professional indemnity insurance is in force.

**18. Limitation of liability**

- 18.1 We will not be liable for the implementation and build by any Construction Professional of any design, whether or not the design is one we have created for you in providing Design & Planning services, and whether or not you select the Construction Professional following provision of Scope of Works & Tender services by us.
- 18.2 Without affecting any other limitation in this appointment, our liability under or in connection with this appointment shall be limited to the amount of Fees paid to us in the aggregate in any year of professional indemnity insurance. This limit shall apply however that liability arises including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty, provided that this clause 18 shall not exclude or limit our liability for:
- (a) death or personal injury caused by our negligence; or

- (b) fraud or fraudulent misrepresentation.

## **19. Notices**

- 19.1 Any notice or other communication given to a party under or in connection with this appointment shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by email to the address specified in Clauses 2.2 and 2.3.
- 19.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this paragraph (c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 19.3 This clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **20. Third Party Rights**

- 20.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **21. Scope of appointment**

- 21.1 This appointment takes effect from the date when we commence performance of the Services, regardless of the date of this appointment.
- 21.2 This appointment constitutes the entire agreement between us and you and supersedes and extinguishes all previous appointments, agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter.
- 21.3 Each party acknowledges that in entering into this appointment it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this appointment.
- 21.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this appointment.

21.5 Nothing in this clause 21 shall limit or exclude any liability for fraud.

**22. No oral variation**

No variation of this appointment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**23. Governing law**

This appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**24. Jurisdiction**

We and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this appointment or its subject matter or formation.