



REDBRIDGE HOUSE, WATER LANE, UPPER CLATFORD, ANDOVER, HAMPSHIRE. SP11 7PP
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CONTRACTUAL TERMS AND CONDITIONS

The client has the right to terminate instructions in writing. In that event, the client has no liability for charges beyond those incurred on their behalf up to and including 14 working days after the date when written notice of termination is received by SAL.

In the case of a fixed fee this will be invoiced at agreed stages up to a fixed fee amount as agreed with the client beforehand.

Spencer Architecture reserves the right to negotiate the fixed fee should they be required to carry out work which could be considered to be reasonably beyond the scope of the agreed sum.

Professional time expended will be charged at the hourly rate currently applicable unless a fixed or percentage fee has been previously agreed. Invoices will normally be issued monthly. They are due and payable within 10 working days of the date of the invoice. Failure to pay will result in the suspension of services on the project. Spencer Architecture Limited (SAL) reserves the right to charge interest on unpaid accounts after 42 days from the date of the invoice at a rate of 5% above HSBC overdraft rate

The client may not withhold payment of any part of an account for a sum due to the Architect under the Agreement by reason of claims or alleged claims against the Architect unless the amount to be withheld has been agreed by the Architect as due to the client, or had been awarded in adjudication, arbitration or litigation in favour of the client and arises out of or under the Agreement. Save as aforesaid, all rights of set-off at common law or in equity which the client would otherwise be entitled to exercise are hereby expressly excluded.

If conditions arise during an assignment which could prejudice our objectives, independence or integrity, SAL reserve the right to withdraw from the project.

SAL will secure the confidentiality of all information concerning the affairs of the client gathered during the course of the assignment.

SAL will own the copyright in the work produced by SAL in performing the services and generally asserts the right to be identified as the author of the artistic work/work of architecture comprising the project.

The client shall have a license to copy and use and allow other Consultants and contractors providing services to the project to use and copy drawings, documents and bespoke software produced by the Architect in performing the services hereinafter called the Material, but only for the purposes related to the Project or the Site or part of the Site to which the design relates.

Fees quoted exclude expenses attributed to the work undertake and VAT, which is charged at the prevailing rate. Expenses related for example the purchase of maps, documents, parking, printing etc.

In the event of the client being in default of payment of any fees or other amounts due, SAL may suspend obligations under the Agreement on giving at least 7 days notice to the client of the intention to suspend obligations stating the ground for doing so and the obligations affected. SAL shall resume performance of their obligations on receipt of the outstanding amounts.

Should a client be aggrieved by the performance of Spencer Architecture Limited, they should in the first instance take up any grievance with the company to obtain a resolution. The client has the right to make a complaint to the RIBA or the ARB.

I/We have read the above Terms and Conditions in conjunction with your fee proposal letter datedand hereby agree to Spencer Architecture Limited acting on my/our behalf in accordance with both your proposal letter and Terms and Conditions.

Client **Signed**

Address

Dated

SPENCER ARCHITECTURE LIMITED
Director Clive Spencer BA(Hons) BArch(Hons) RIBA Associate Director Chris Spencer BSc (Hons) MRICS