

Agreement & Terms: Domestic Extension

No: 21F/001.2

29 January, 2021

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Terms and Conditions

1. General Interpretation

The contract represents the entire agreement in relation to services and supersedes any previous agreement between client and Feda Architects Ltd. (written or oral). Any amendments or additions to the contract shall be binding only if written and signed by both parties.

Both parties shall comply with the General Data Protection Regulation (GDPR) when processing personal data in this contract.

2. Client's Responsibilities

The client shall:

Inform Feda Architects Ltd. of any changes to the Project Brief, Target Budget, Project Time and Services.

Provide Feda Architects Ltd. with information in the client's possession necessary for carrying out the services

Make decisions and give approvals as necessary for the proper and timely performance of the Services

Appoint any other consultants necessary to allow Feda Architects Ltd. to perform the Services.

Not hold Feda Architects Ltd. responsible for the competence, performance, work, services, products or solvency of the Contractor and/or any other Consultant.

Not hold Feda Architects Ltd. responsible for any instruction given by the Client to the Contractor and/or any other Consultant.

Pay any statutory charges and any fees, expenses and disbursements in respect of any obligations for planning, building control and other consents.

Acknowledge that Feda Architects Ltd. does not warrant that planning permissions and other approvals will be granted or done so in any anticipated timescales.

Acknowledge that Feda Architects Ltd. does not warrant compliance with Project Time and Target Budget due to: variations instructed by the Client, fluctuations in market prices, delays caused by any Consultants or Contractors or any other factor that is not the responsibility of Feda Architects Ltd. under this Contract, discovery of previously unknown conditions which were not reasonably foreseeable prior to the date of the Contract.

Not disclose any confidential information unless it is necessary to take professional advice in relation to the Services or Contract, it is already rightfully in the public domain, or required by law or dispute in connection with the Contract.

3. Architect/Consultant's Responsibilities

Feda Architects Ltd shall:

Inform the Client of progress and of any issues that effect the Project Brief, Target Budget, Project Time and Services.

Inform the Client of any information, decision or action required.

Inform the Client of any need to appoint any other Consultant required to perform services in connection with the Project.

Act on behalf of the Client in the matters set out in the Contract or in relation to any project procedures agreed with the Client

Collaborate and coordinate any relevant information with any other Consultants

Have the right to publish photographs of the Project.

Have reasonable access to the Project for up to 2 years following Practical Completion.

Not disclose any confidential information unless it is necessary to take professional advice in relation to the Services or Contract, it is already rightfully in the public domain, obtain/maintain insurance cover required by the Contract or required by law or dispute in connection with the Contract.

4. Assignment, Sub-contracting and Novation

This contract cannot be assigned to any other external party without written consent of the other.

Feda Architects Ltd. shall not sub-contract any work of as part of the Services without prior written consent from the Client.

Feda Architects Ltd. and the Client may novate the Contract on terms to be agreed.

5. Fees and Expenses

Additional fees shall be notified to the Client prior to commencement of the additional Services and will be calculated on a time basis.

The fee can be adjusted if:

- *Changes are made to the Project Brief*
- *The Target Budget varies by more than +/- 10% following an approved estimate of the cost of the build work.*
- *Feda Architects Ltd. are required to vary any Service already started or completed or to provide a new design after the Client has authorised development of an approved design.*
- *any additional Services are required following completion of the Services as stated in this Contract.*

Feda Architects Ltd. will maintain records of time spent on Services performed on a time fee basis

and any expenses and disbursements to be reimbursed and shall make such records available to the Client on reasonable request.

If Feda Architects Ltd. has been instructed by the Client to obtain tenders for work or services in relation to the Project and no tenders are returned or accepted, Feda Architects Ltd. shall be entitled to fees for Services performed due, up to and including the receipt of tenders.

Payment Notices

In the event on a non-payment, Feda Architects Ltd. are entitled to:

- interest rate at 8% per year over the dealing rate of the Bank of England rate current at the date that payment becomes overdue
- Suspend the copyright license
- Pause, or terminate performance of the Services
- commence dispute resolution procedures and/or debt recovery procedures

The Client shall pay the amount due within 14 days of issue of the invoice.

The Client shall not withhold any amount due to Feda Architects Ltd. under this Contract unless agreed with Feda Architects Ltd.

Feda Architects Ltd. are entitled to payment of any part of the fee and other amounts properly due to the date of the last instalment and a fair and reasonable amount up to the date of suspension or termination to reflect any work undertaken but not completed at the time.

6. Copyright and Licence

Feda Architects Ltd. shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the Services, and this clause generally asserts Feda Architects Ltd. moral right to be identified as the author of such work.

The design shall not be registered under the Registered Designs Regulations 2001, unless written consent is sought from Feda Architects Ltd.

The Client shall have a licence to copy and use such of the drawings and documents for which all fees and other amounts properly due have been paid, only for purposes related to the construction of the Project or its subsequent use or sale, but they may not be used for reproduction of the design for any part of any extension of the Project or any other project without Feda Architects Ltd. written consent.

Feda Architects Ltd. shall not be liable for any use of the drawings and documents other than for the purpose for which they were prepared.

7. Feda Architects Ltd. Liability

No action or proceedings arising out of or in connection with the Contract whether in contract, in tort, for negligence or breach of statutory duty or otherwise shall be commenced after the expiry of 6 years from the date of Practical Completion or the date of completion of the last Services, whichever is earlier.

No employee is directly liable for any negligence or any liability arising from the Services.

8. Professional Indemnity Insurance

Feda Architects Ltd. shall maintain Professional Indemnity Insurance until the expiry date provided in clause 7.

9. Suspension or Termination

The Client may suspend or terminate the Services performed by Feda Architects Ltd. by giving Feda Architects Ltd. at least 7 days notice.

Feda Architects Ltd. shall cease performance of the Services in a orderly and economic manner on the expiry of the notice period after receipt of the suspension or termination.

Feda Architects Ltd. may suspend or terminate the Services, by giving at least 7 days notice, if:

- The Client fails to pay any fees due
- The Client is in breach of the obligations under the Contract
- Feda Architects Ltd. are prevented from performing the Services beyond their control
- Force majeure
- Any other reasonable grounds

Both parties have the right to terminate the Contract immediately if:

- The party becomes bankrupt or becomes insolvent or goes into liquidation or makes arrangements with creditors
- The party becomes unable to perform its obligations through death or incapacity

Upon termination of the Contract, all documents produced to that date shall be exchanged, under the previously stated terms of the copyright license, and payment of any outstanding fees due.

10. Dispute Resolution Mediation

Mediation

In the event of any dispute or difference arising under the Contract, the Parties may attempt to settle the dispute, in the first instance, by mediation

Adjudication

Either Party may give notice at any time of its intention to refer a dispute or difference to an Adjudicator.

The referral of the dispute to an Adjudicator shall be made within 7 days of the issue of the notice.

The Adjudicator may allocate relevant costs between the Parties.

Arbitration

If either Party requires a dispute or difference (except in connection with the enforcement of any decision of an Adjudicator) to be referred to arbitration, then that Party shall serve on the other Party a notice of arbitration to that effect and the dispute or difference shall be referred to a person to be agreed between the Parties or, failing agreement within 14 days of the date on which the notice is served, a person appointed by the appointing body the Client or Feda Architects Ltd. may refer to litigation any claim for a financial remedy which does not exceed the financial limit provided by order made under section 91 of the Arbitration Act 1996

In such arbitration the Construction Industry Model Arbitration Rules (CIMAR) current at the date of the referral shall apply

The Arbitrator shall not have the power referred to in section 38(3) of the Arbitration Act 1996.

11. Information Formats

Feda Architects Ltd. shall have no liability to the Client in connection with any corruption or any unintended amendment, modification or alteration of the electronic drawings and documents which occurs after they have been issued by Feda Architects Ltd.

12. Client's Right to Cancel

The Client has the right to cancel within 14 days of signing the Agreement.

The notice of cancellation is deemed to be served as soon as it is sent to Feda Architects Ltd.

If Feda Architects Ltd. was instructed to perform any services before the Contract was made or before the 14-day period and the instruction(s) were confirmed in writing, Feda Architects Ltd. shall be entitled to any fees and expenses properly due before Feda Architects Ltd. received the notice of cancellation.