

Terms and Conditions

The following Terms and Conditions apply to all work carried out by JaK Studio Consultancy Limited unless otherwise agreed in writing.

The 'Client' referred to in our policies is the person(s), company, authority or other body who instructs JaK Studio Consultancy Limited or the 'Consultant' to undertake the work. The contract is between the 'Client' and JaK Studio Consultancy Limited.

Please read the below Terms and Conditions carefully.

1 Company & Contract Acceptance

1.1 JaK Studio Consultancy Limited is a company registered in England under Company number 08944158 and who's registered office is at Verna House, 9 Bicester Road, Aylesbury, Buckinghamshire, HP19 9AG and trading address is at Unit 3B, 39 - 40 Westpoint, Warple Way, London W3 0RG.

1.2 References within these Terms and Conditions to JaK Studio Consultancy Limited, the Consultant, include 'we', 'our' and 'us'. References to the Client(s) include 'you' and 'your'.

1.3 By accepting our fee proposal via electronic mail or post, you accept our Terms and Conditions as listed below and we are assumed to have entered in to a contract.

2 Duty of Care & Consultant Commitment

2.1 JaK Studio Consultancy Limited shall exercise reasonable skill, care and diligence in commencing and completing services that have been accepted in writing by the Client(s).

2.2 We will advise on the progress of a project within reasonable time frames and notify you of any issues that may significantly affect the delivery, cost or quality of the project.

2.3 In our professional capacity, if we believe that external consultants, specialist contractors or sub contractors are required to undertake part of the project work, we will advise the Client of this requirement accordingly.

2.4 We will co-ordinate and integrate work by external consultants/specialists and make sure that the project meets all the relevant Local Authority codes and standards.

2.5 We will act as your agent to apply for any necessary statutory approvals (such as planning permission and building regulations approval) but this does not guarantee that such approvals will be granted.

2.6 As per the agreed fee proposal or scope of works, we will make periodic inspections of the building works that we consider reasonably necessary to check the progress of the works and to check that the building contractor is generally complying with the requirements of the building contract documents.

2.7 The Consultant will not be responsible for the work of the building contractor nor for any failure of the building contractor to complete the building work in accordance with the terms of the building contract.

2.8 The Consultant will act in a fair and impartial manner between the Client and the building contractor, when administering the building contract.

3 Client Commitment

3.1 Although the Consultant is responsible for guiding the Client, the success of the project will depend to a large extent upon the Client's timely, comprehensive and accurate instructions and approvals to suit the project timeline. The Client will provide the Consultant with clear information about the Client's budget and required timescales for completion.

3.2 The Client will provide the Consultant with existing information regarding the site / building such as boundary lines, easements, covenants, limitations within any lease and legal restrictions at the start of the project. The Consultant excludes all liability for losses that arise from the Client's failure to provide such information. Additional charges may be made for extra work arising from the Client withholding such information.

3.3 The Client will be available at all reasonable times throughout the project in order to give prompt consideration to the Consultant's advice and queries and provide prompt responses.

3.4 The Client will pay the Consultant the fees and expenses set out in the agreed fee proposal fully and on time.

3.5 The Client will employ a contractor under a separate agreement to undertake the construction of the building works.

3.6 Where the Consultant is acting as contract administrator under a building contract, the Client will not impede or interfere in the Consultant's communication with the building contractor.

3.7 The Client shall appoint other professional specialist services and external consultants as required whose fees shall be separate from, and in addition to, those charged by the Consultant. The Consultant shall not be responsible or liable for the work of those other professional specialist services.

4 Fees

4.1 Fees will be calculated as set out in our fee proposal letter or email. This will generally be a percentage of the construction cost, a lump sum, or an hourly rate. Additional services will be charged at an hourly rate or as otherwise agreed. VAT will be added at the current rate. Unless specified otherwise, it should be assumed that all fees, budget costs etc. are quoted **exclusive** of VAT.

4.2 Where fees are charged as a percentage of the construction cost, this will be an estimated construction cost up until the time of tender at which stage the accepted tender sum will be substituted. The final construction cost of the completed project will be used to calculate our total final fee. Where elements of the work are carried out by specialists or sub-contractors, the value of these will be included in the construction cost for the project. Where elements of the work are supplied by the Client, the value of these will not be included in the construction cost for the project.

4.3 The Client shall pay the invoiced fees either upon receipt of invoice or within 30 days of the date of the Consultant's invoice as indicated on the invoice unless otherwise agreed. Where we are administering a construction contract on your behalf that exceeds 4 months, we reserve the right to invoice our fees in monthly payments, by prior arrangement with yourselves. The Consultant reserves the right to discontinue work on projects whereby invoices remain unpaid after 30 days without any notice to the Client.

4.4 The Consultant's fees shall not include local authority fees or charges associated with statutory approvals and other professional or specialist services. Where the Consultant pays such fees on behalf of the Client to facilitate the project, the Consultant will expect prompt re-imburement upon receipt of invoice.

4.5 The amount of any expenses (including but not limited to printing, photography, hotels, travel and subsistence) are to be charged to the Client in addition to the Consultant's fees

4.6 In case of any change made by the Client to our agreed scope of works:

- Any increase to the services will entitle the Consultant to charge the Client an additional fee. Such additional fee shall be provided in writing by the Consultant and agreed with the Client as soon as possible
- Any reduction to the services will entitle the Client to a reduction in the Consultant's fee. Such a reduction shall be provided in writing by the Consultant and agreed with the Client as soon as possible.

4.7 The Consultant reserves the right to cease work in the case of breach of contract or the non-payment of fees.

4.8 Should the Client decide to stop work on the project, then we reserve the right to calculate fees based on the hours logged on your project up to the date we are told to cease work. This figure will not exceed the full value of the fees quoted for that stage of the project.

4.9 We will ask the Client to sign-off the design at regular stages during the works. Any significant design changes made after these sign-offs may incur additional fees. Please note that such changes might invalidate previous planning or building regulation consents.

5 Expenses

5.1 Disbursements to be charged additionally at cost including the following but not limited to items such as:

5.2.1 Drawings and documents required by agents, funds or third parties with an interest in the development.

5.2.2 Colour prints and drawings.

5.2.3 Physical models.

5.2.4 Site surveys, investigations etc (unless otherwise agreed).

5.2.5 Fees for specialist professional advice not covered in the fee proposal or scope of works.

5.2.6 Special reports and photographs for publicity or progress records.

5.2.7 Planning and Building Control Submission fees.

5.2.8 Courier charges.

6 Copyright

6.1 The Consultant shall own the copyright in the original work produced in the performance of the services and generally asserts the Consultant's moral rights to be identified as the author of such work. These include designs, drawings, reports, models, specifications, bills of quantities, calculations and any other documents prepared by the Consultant.

6.2 On the proviso that all fees are settled, the Client shall have a license to copy, use, and allow other persons providing services to the project to copy and use hard and soft copies (excluding DWG or similar digital files) of all drawings and documentation produced. However, the work produced by the

Consultant may not be used for reproduction of the design for any part of an extension of the project, or any other project. Electronic files (.dwg) remain the property of the Consultant and will not be released under any circumstances. Drawings will be issued in electronic Adobe (.pdf) format for use by the Client.

6.3 Drawings or documents produced by the Consultant may not be submitted to a local authority or any other institution without our expressed written consent.

6.4 The Consultant shall not be liable for the consequences of any use of information or designs prepared by them except for the purposes for which they were prepared. Re-use and/or modification of any such documents, without the Consultant's written permission shall be at the Client's sole risk, and the Client agrees to indemnify and hold JaK Studio Consultancy Ltd harmless from all claims, damages and expenses, including solicitor's fees, arising out of such re-use and/or modification by the Client or by others acting through the Client.

7 Photography

7.1 The Consultant shall have the right to publish photographs of the Project and the Client shall give reasonable access to the Project for this purpose for 2 years after practical completion of the construction works.

8 Client Feedback/Post Occupancy Evaluation

8.1 As a practice, we continuously strive to improve upon our service and approach and as such may request Client feedback at key project stages including post occupancy evaluations on completion with the Client's consent.

9 Assignment

9.1 Neither the Client or the Consultant shall at any time assign the benefit of these Terms and Conditions or any rights arising under them without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

10 Suspension & Termination

10.1 In the event of our appointment being suspended, the Consultant shall be entitled to fees for all work executed up until that time, as well as any expenses and disbursements incurred.

10 Liabilities & Insurance

10.1 Limit of liability – in any such action or proceedings:

10.1.1 The Consultant's liability for loss or damage shall not exceed the amount of the professional indemnity insurance specified in the Project, providing the Consultant has notified the insurers of the relevant claim or claims as required by the terms of such insurance.

10.1.2 No employee of the Consultant, including any officer or director of a company or a member of a limited liability partnership or any agent of the Consultant, shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

10.2 Net contribution – Without prejudice to the provisions of clause 10.1, the liability of the Consultant shall not exceed such sum as it is just and equitable for the Consultant to pay having regard to the extent of the Consultants responsibility for the loss and/or damage in question and on the assumptions, that:

10.2.1 All other consultants, contractors and other persons involved in the project have provided to the Client contractual undertakings on terms no less onerous than those of the Consultant under this Agreement;

10.2.2 All the persons referred to in this clause have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and /or damage.

10.3 The Consultant shall maintain Professional Indemnity Insurance for £2,000,000 for any one occurrence or series of occurrences arising out of any one event.

10.4 When reasonably requested by the Client, the Consultant shall produce for inspection, documentary evidence of their Professional Indemnity Insurance cover.

10.5 No liability shall attach to the Consultant in respect of services except such liability as is covered by the Consultant's Professional Indemnity Insurance.

10.6 No liability shall attach to the Consultant either in contract or in tort for loss, injury or damage sustained as a result of the act, omission or insolvency of any person other than the Consultant and the Consultant shall not be liable to indemnify the Client in respect of any claim made against the Client for any such loss, injury or damage.

11 Rights of Third Parties

11.1 Nothing in these Terms and Conditions shall confer or is intended to confer any right to enforce any of its terms on any person who is not a party to the Agreement between the Consultant and the Client other than lawful assignees.

12 Legislation

12.1 Any disputes arising between us are to be governed by the law of England and Wales.

13 Disputes

13.1 For private home clients: as consumers you have the right to refer any dispute between us to the courts. We will discuss alternative dispute resolution with you (arbitration, adjudication) prior to confirming the agreed dispute resolution method in the Appointment document.