

Terms and Conditions of Business

Under which Harcourt Design Associates Ltd (“the practice”) agrees to carry out work on behalf of its clients.

1. The practice’s fees are not conditional on planning permission being granted or on the drawings being approved under the Building Regulations although reasonable effort to ensure the granting of these approvals will be made on your behalf.
2. Note that as stated on all drawings:
 - the drawing should not be scaled.
 - the contractor is to check all building and site dimensions, levels and sewer invert levels at connection before work commences and notify the architect of any discrepancies.
 - copyright of the drawing is vested in the architect and the drawing must not be reproduced without prior written consent. A project specific license is granted to the Client for their use of the drawing only on payment of all fees due to the practice, which cannot be transferred without agreement. The drawing may not be reproduced in whole or in part without acknowledging the attendant copyright and imposing a subsequent condition upon others.

No liability will be accepted whatsoever for any loss or expense incurred as a result of not complying with the above. Only stated dimensions should be treated as definitive.

3. The practice’s fees do not include:
 - any fees in connection with the work carried out by other consultants, engineers or tradespeople.
 - fees payable to your Local Authority in connection with the submission of the planning application or for approval of drawings under the Building Regulations.
 - putting the works out to tender or carrying out any contract or site administration work.
 - provision of CAD files. Whilst pdf files are used to e-mail designs, release of CAD files may incur a licensing fee to be charged at the discretion of the practice.
4. Notification of commencement and of subsequent stages of work to the relevant authorities, the discharging of any conditions attached to a Planning Permission or Building Regulations approval and all other notifications that may be necessary remain the responsibility of the client at all times unless otherwise explicitly stated in writing.
5. Any work carried out by the practice beyond the scope of the initial letter to which these terms and conditions are attached, may be charged at our standard hourly rate subject to the applicable rate of VAT.
6. Invoices may be issued by the practice at the end of any stage identified in the letter which these terms and conditions accompany. Sundry costs will be invoiced as per the attached list which may be revised from time to time in light of increased costs. Unless by prior agreement payment of invoices shall be made by bank transfer and is required within 14 days of the invoice date. Beyond this time, interest may be charged on a daily basis at the rate of 5% above the Bank of England base rate at the time. Ownership of any designs, drawings and information that may have been given will not pass to the client until payment in full is received.
7. Please note that you may terminate the services of the practice at the end of any stage by mutual consent and upon payment of any fees due, should you not wish to continue with the project for any reason.