



ELEMENTS
ARCHITECTURAL STUDIO

sophistication in simplicity

[terms + conditions](#)

Our Terms + Conditions

As a qualified Architectural Technologist and Affiliate of the Chartered Institute of Architectural Technologists (CIAT), we adhere to the CIAT Code of Conduct 2022 (which can be viewed [here](#)). Our standard terms and conditions herewith are also to be read in conjunction with all other information, requirements and notes contained within this document. We reserve the right to amend our terms and conditions at any time. Should this occur during our appointment, you will be notified. Charging rates are typically reviewed annually.

1. Terms

- 1.1** The name 'Elements Architectural Studio', 'our', 'us', or 'we', refers to Elements Architectural Ltd. Registered company 14196559.
- 1.2** 'You', 'Your' or 'The Client' is the individual, company, entity, home owner/occupier who commissions services from Elements Architectural Studio and agrees to these conditions of engagement.
- 1.3** 'The Agreement' means the agreement between Elements Architectural Studio and the Client including these Conditions of Engagement.
- 1.4** 'Contract Administrator' may be 'Elements Architectural Studio' as defined in 1.1 above, who is engaged to undertake the duties as outlined in Clause 4: 'Our Responsibilities', and administer the contract.

2. Our Services

- 2.1** Elements Architectural Studio will prepare and issue 'The Brief' in writing to the Client to outline the Client's requirements. This brief will be used to define 'The Scope', a list of deliverables to be provided by us, which in-turn will be accompanied by 'The Fee'. The Services are strictly limited to a combination of 'The Brief', 'The Scope' and 'The Fee' unless otherwise agreed. Elements Architectural Studio and the Client will then agree the Services and any specific quality standards to be provided by physical or digital signature from the client.
- 2.2** CDM Regulations are required by law to be adhered to for construction projects and in such instance, whilst Elements Architectural Studio can fulfil the role of Principal Designer, a third party body will be appointed to administer the role. Fees of such third party body will be itemised accordingly within the fee. A summary of designers and clients duties are included at the end of this document alongside links to further information from the HSE.
- 2.3** RIBA Work Stages are referred to from time to time. RIBA work stages are an industry standard and may often be reflected in other contracts you enter into with other consultants throughout your project. It must be noted we do not have any affiliation or registration to the RIBA.

3. Client's Responsibilities

- 3.1** The Client will provide a clear explanation of the project requirements and any relevant information requested by Elements Architectural Studio needed to carry out the agreed Services to be collated under 'The Brief'. It is the Client's responsibility to ensure 'The Brief' is accurate and clearly defines the Client's requirements.
- 3.2** The Client will provide Elements Architectural Studio with clear information about the Client's budget and timescales for completion of Elements Architectural Studio's services and the project.
- 3.3** When required, the Client shall appoint any other professional specialist services on the understanding that those fees shall be separate from, and additional to, those charged by Elements Architectural Studio. Elements Architectural Studio shall not be responsible or liable for the work of those other professional specialist services.
- 3.4** The Client will be available at all reasonable times throughout the project in order to give due consideration to Elements Architectural Studio's advice, requests for input and queries. The Client agrees to provide any required responses within a reasonable time period.
- 3.5** If in the event time elapses where the Client fails to respond to Elements Architectural Studio's reasonable requests for input, to where this affects the progress of the project during the allocation of time to undertake the project by Elements Architectural Studio, Elements Architectural Studio reserves the right to pause progress, invoice for works completed to-date and only re-engage with the project following receipt of said required responses from the Client. Prior notification of this to the Client is required. Continuation of the project should then recommence at the earliest available opportunity.
- 3.6** Where Elements Architectural Studio is acting as contract administrator under the building contract, the Client will not impede or interfere in Elements Architectural Studio's communication with the Building Contractor or the provision of any certificates issued by Elements Architectural Studio. It is further agreed that the Client will not give any instructions to the Building Contractor or agree any variation in the Services directly with the Building Contractor without having consulted Elements Architectural Studio first.

4. Our Responsibilities

- 4.1** Elements Architectural Studio may, when appropriate, provide the Client with a realistic timetable for the implementation of the project based on the information provided by the Client and the requirements of the project and shall provide details of all reasonable methods to ascertain the estimated costs of the building work.
- 4.2** Where necessary, Elements Architectural Studio shall advise the Client of any requirement to appoint other consultants, specialist contractors or sub-contractors to undertake part of the design, inspection or certification of the project.
- 4.3** Elements Architectural Studio shall use all reasonable endeavours to integrate into the design for which they are responsible, the designs or calculations of the other consultants, specialist contractors or subcontractors, provided always that Elements Architectural Studio shall not be responsible for the accuracy or errors within such designs or calculations.

4. Our Responsibilities cont.

- 4.4** Elements Architectural Studio, if specifically instructed to do so in writing by the Client, shall make such periodic inspections of the building works as he considers reasonably necessary to check the progress of the works and to see that the Building Contractor is generally complying with the requirements of the building contract documents.
- 4.5** Elements Architectural Studio shall not be responsible for the work of, or design by, the building contractor nor for any failure of the building contractor to undertake the building work in accordance with the terms of the building contract and issued drawings, details and specifications, current edition of the Approved Building Regulations, British Standards or any other applicable standards and codes of practice. Any such variation or failure to comply with issued information shall remain the sole responsibility of the building contractor.
- 4.6** Although we advise for Contract Administration to be undertaken by an impartial third party, if for any reason we are appointed as contract administrator, Elements Architectural Studio shall act in a fair and impartial manner between the Client and the Building Contractor, when administering the building contract.
- 4.7** Elements Architectural Studio may act as the Client's agent to apply for any necessary statutory approvals (such as planning permission and building regulations approval) and will use all reasonable endeavours to obtain them, but cannot guarantee that approvals will be obtained.
- 4.8** Elements Architectural Studio shall exercise reasonable skill, care and diligence to be expected of an Affiliate of the Chartered Institute of Architectural Technologists in their duties and obligations in the performance of the agreed Services.

5. Fees

- 5.1** Fee proposals ('Briefing + Appraisal' documents) are composed with consideration to ensure the best possible service and scope can be provided to suit you and your project's requirements and that a clear, concise and fair way of working is agreed in the interest of both parties. Although we tailor fee proposals to each appointment and reserve the right to update our methods of calculation at any time between the issue of individual proposals to remain relevant and competitive, we use a standard form of calculation, unless in exceptional circumstances or when requested otherwise, to ensure as far as reasonably practicable, fee proposals remain fair and consistent.
- 5.2** The amount of Elements Architectural Studio's fee and dates for invoicing Elements Architectural Studio's fee shall be agreed between the Elements Architectural Studio and the Client.
- 5.3** All quotations are valid for 3 months from the date of issue.
- 5.4** Initial Payment:
 - 5.4.1** An 'Initial Payment' is charged on all projects unless agreed otherwise. 20% of the total fee is charged upon instruction, prior to allocation of the agreed works.
 - 5.4.2** No work shall be commenced or programmed to commence until the 'Initial Payment' is made in full. This enables us to allocate suitable resource for the project, reserve time to commence the agreed scope and to undertake any pre-commencement work such as desk-top studies, research, administration and alike.
 - 5.4.3** If at any time, any number of times, and for any reason work is postponed once allocated, we reserve the right to re-charge the 'Initial Payment', to re-allocate the work. This/these charge(s) are additional to any previous 'Initial Payment' made or remaining monies owed.
 - 5.4.4** Any 'Initial Payment' is strictly non-refundable unless we terminate our appointment prior to commencement of works. Refer to section 11 adjacent, regarding 'termination'.
- 5.5** Invoices following the 'Initial Payment' are provided monthly, pro-rata to works completed.
- 5.6** If at any point hourly rates or disbursements are to be charged, these are to be charged in accordance with 'Our Rates' set-out herewith. 3D modelling rates are only to be applied to work associated with building 3D models. Extraction of information from 3D models to be charged at standard hourly design rates. Should any reduced rates be agreed, these are to be expressed in writing upon appointment and invoice of such discounted works.
- 5.7** Full settlement of the total fee, including any additional costs, fees or disbursements are to be made upon submission of application or completion of works, whichever is sooner.
- 5.8** Any fees post submission are charged at standard hourly rates and to be invoiced monthly pro-rata with full settlement upon completion of agreed works.
- 5.9** The Client shall pay any invoiced fees within **28 days** of the date of Elements Architectural Studio's invoice, unless otherwise agreed.
- 5.10** VAT shall be charged to the Client in addition to Elements Architectural Studio's fee, only if Elements Architectural Studio is registered for VAT.
- 5.11** Elements Architectural Studio's fees shall not include local authority fees or charges associated with statutory approvals and other professional or specialist services.
- 5.12** The amount of any reasonable expenses (including but not limited to printing, photography, hotels, travel and subsistence) to be charged to the Client in addition to Elements Architectural Studio's fee.

6. Late Payment

- 6.1** We reserve the right to suspend services, charge interest, withhold the release of further information and withhold copyright of any previously issued information (even where previous invoices have been settled), should any outstanding invoices not be settled within the period set out under clause 5.9. Work will cease to continue if more than two invoices remain outstanding at any one time or the elapse of **56 days** of any one outstanding invoice to which clause 6.3 will apply.

6. Late Payment cont.

- 6.2** Should any invoice (including invoices for late payment charges) remain unpaid beyond the agreed payment period (clause 5.9), a single fixed administration fee of **£180** will be charged, plus, for every day beyond the agreed period of payment, a late payment daily charge of **£5** is to be applied. The daily charge shall accrue until such time that the outstanding invoice to which late payment charges relate, is settled. Late payment charges to be invoiced thereafter for any accrued sums. Any late payment charge invoices to be treated in the same manner as any other invoice. The administration fee covers our time in coordinating and administering the recovery of late fees and is a one-off charge, although additional to the daily charge and any other charges or disbursements as outlined in clause 6.3 below.
- 6.3** We reserve the right to take further legal action in the event that an unpaid invoice remains unpaid for the duration of more than **28 days**. We also reserve the right to the reimbursement of any disbursements, expenditure, including time spent (charged at our standard hourly rates) and external legal costs in recovering the unpaid debt for an unlimited period. Interest as outlined under clause 6.2 is to be continued to be charged until any outstanding debt has been fully paid.

7. Changes to Brief + Design Changes Causing Abortive Work

- 7.1** If the Client changes the services to be provided by Elements Architectural Studio:
 - 7.1.1** Any addition or variation to the Services will entitle Elements Architectural Studio to charge the Client an additional fee. Details of such additional services and variations and any additional fee due shall be provided in writing by Elements Architectural Studio and agreed between Elements Architectural Studio and the Client as soon as possible.
 - 7.1.2** Likewise, any reduction to the services will entitle the Client to a reduction in Elements Architectural Studio's fee. Such reduction shall be provided in writing by Elements Architectural Studio and agreed between the Elements Architectural Studio and the Client as soon as possible.

8. Copyright

- 8.1** The copyright in all designs, drawings, reports, models, specifications, bills of quantities, calculations and any other documents prepared by Elements Architectural Studio shall remain vested in Elements Architectural Studio. As long as Elements Architectural Studio has received the payment of any fees properly due and owing, Elements Architectural Studio grants a licence to the Client to copy and use the documents for the purposes of the specific project address only (excluding any extension of the project). Elements Architectural Studio does not permit, nor shall be held liable for any use of the documents for any purpose other than that for which they were prepared and provided by Elements Architectural Studio unless otherwise agreed.

9. Professional Indemnity

- 9.1** We confirm we maintain professional indemnity insurance with a limit of not less than £2,000,000 for any one claim or series of claims arising out of the same originating cause or source for the duration of our liability as set out in clause 10.1 below, but in the aggregate for pollution and contamination claims (and subject to such terms, conditions, exclusions and restrictions as may be imposed by Insurers of good repute from time to time).

10. Duration of Elements Architectural Ltd. Liability

- 10.1** We shall have no liability to the Client under this Agreement after the expiry of six years from the completion of the services.

11. Termination

- 11.1** Either the Client or Elements Architectural Studio may terminate the Agreement by giving thirty days written notice to the other party. The Termination Notice shall not take effect for a further seven days to provide the opportunity for the other party to respond to such Termination Notice. If after these additional seven days, the reasons for the Termination cannot be set aside through written agreement, the Agreement will be terminated and take effect without further notification.
- 11.2** The Agreement shall terminate immediately if:
 - 11.2.1** the Client (or any one of them if there is more than one) is adjudged to bankrupt or enters into a voluntary arrangement with creditors;
 - 11.2.2** Ryan Godfrey of Elements Architectural Studio dies or becomes incapacitated unless there are business arrangements in place to address this by Elements Architectural Studio.
- 11.3** Upon termination of the agreement, the Client will pay Elements Architectural Studio's fee for those services provided up to the date of termination of the Agreement.

12. Disputes

- 12.1** If the Client and Elements Architectural Studio are themselves unable to resolve any disputes between them arising out of the Agreement:
 - 12.1.1** the Client or Elements Architectural Studio can start Court proceedings; or
 - 12.1.2** the Client or Elements Architectural Studio can refer the dispute to the Chartered Institute of Architectural Technologists' Dispute Resolution Scheme which is run independently by the Independent Dispute Resolution Scheme (IDRS), a subsidiary of the Centre for Effective Dispute Resolution (CEDR).

13. Protection of Data

- 13.1** On occasion we may use project images, photos, drawings or CGI visualisations for promotional purposes. In such instances, projects will be displayed in accordance with our privacy policy, without reference to the exact location, client/owner's personal details or exact project value. We value our client's privacy highly. Should you wish for project material to not be shared in any case, please notify us of this in writing upon appointment.

14. Law

- 14.1** The laws of England and Wales apply to the Agreement.

