



Client Reference: .....

OWLarchitecture.com Reference: .....

Initial Enquiry Date: .....

This document has been developed to comply with the Architects Registration Boards (ARB) Requirements Jan. 2023.

NB. If OWLarchitecture.com consider that you would be better off selling your building they will advise before continuing with a commission to modify or extend the same.

**The contracting parties:**

**Designer:** Grahame White trading as OWLarchiecture.com Signed.....Dated.....

Postal Address: 25 Crescent View, Leeds, LS17 7QF

Telephone: 0771 898 6000

Email: [OWLarchitecture2022@gmail.com](mailto:OWLarchitecture2022@gmail.com)

Web: <https://www.owlarchitecture.com>

**Client:**..... Signed.....Dated.....

Postal address .....

Telephone No(s).....

Email: .....Web: .....

Invoicing Contact Details if different to Client

Contact: .....

Postal address .....

Telephone No(s).....

Email: .....Web: .....

**The scope of the work:**

Design of one to three storey extensions and internal remodelling works that may progress in stages based upon the listed (a to f) below Please tick the stages and services that you require...

- a) Basic initial ad-hoc design or technical advice – (A minimum donation of £80 to SHELTER)
- b) Basic extension appraisal [On request this can be a lump sum (fixed price) of £180]
- c) Design Development up to Planning Application
- d) Planning Application(s) and Appeals as required
- e) Building Regulations Submission usually with (f)
- f) Basic schedule of works to assist with formulating a budget for the works.



**The scope of the services:**

Architectural Design and associated works that may include.

- 1) Building Survey for spatial design
- 2) Architectural Design
- 3) Planning Applications and Appeals
- 4) Building Regulations Applications

- 5) Ad Hoc Technical Advice
- 6) Drafting and Drawing Co-ordination Services

**The fee or method of calculating it:**

In 2023 OWL time charge at £60/per hour; this is billed monthly with 30 day grace period.

Small disbursements will be added at cost to the monthly billing invoice.

Larger disbursements will need to be paid directly by the Client. (eg. Planning and Building Regulation Fees)

OWLarchitecture.com Invoices will include the following payment advice

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[Bank Details for BACS payments] [Bank Name: first direct] [Bank Address: 40 Wakefield Road, Leeds, LS98 1FD]

[Account Name: Grahame White] [Sort Code: 40-47-66] [Account No: 61091417] [Payment within 30 days please]

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**Who will be responsible for what:**

OWLarchitecture.com are responsible for working conscientiously and diligently in the best interest if the Client to achieve their stated goals, be this a specific planning approval or delivery of a presentation drawing etc...

The Client is responsible for the payment of Statutory Fees such as Planning Application and Building Regulations..

The Client is responsible for the prompt payment of all invoices...

The Client is responsible for Party Wall Awards and Property Insurance that cover the building and/or its works if not covered by others such as a construction company during the building works.

The Client is responsible for CDM - Construction Design and Management Regulations Compliance.

The Client is responsible for the appointment of any other Consultants (if needed) and/or specialists such as:-

- Topographical surveyors
- Arboricultural Consultants
- Trees Surgeons
- Structural Engineers
- Party Wall Surveyors
- Thermal Engineers
- Planning Consultants
- Drainage Engineers
- Acoustic Engineers
- Construction Managers
- Quantity Surveyors
- Principal Designer etc as may be required under The Design and Construction Management Regulations
- Design Build Organisation who may be Contractors or Project Mangers
- Turn-Key Kit building systems etc...

The Client is responsible for the appointment of contractors, builders and trades people as required, but may delegate this to Construction Managers and/or Quantity Surveyors etc...

**Any constraints or limitations on the responsibilities of the parties:**

OWLarchitecture.com do not provide services that are outside their competence such as those as listed above.

OWLarchitecture.com Professional Indemnity Insurance Cover excludes Basement Design and Specification, and as Grahame White approaches retirement now excludes the Formal Tendering of Construction Works or Construction Contract Administration.

OWLarchitecture.com do not normally make use of the RIBA Work Stages for the Plan of Work, but can do if requested.

**The provisions for suspension or termination of the agreement, including any legal rights of cancellation:**

On payment of outstanding invoices the arrangement may be terminated by the client without penalty. OWLarchitecture.com reserve the right to terminate the agreement at any time without penalty.

**A statement that you have adequate and appropriate insurance cover as specified by ARB:**

OWLarchitecture.com has Professional Indemnity Cover at the level set by ARB (currently £250,000)

**The existence of any Alternative Dispute Resolution schemes that the contract is subject to and how they might be accessed:**

No specific dispute resolution scheme has ever been used by OWLarchitecture.com. Clients may suggest one to be included in this agreement.

**That you have a complaints-handling procedure available on request:**

As a sole trader OWLarchitecture.com can only offer to deal with any complaint that you may have directly and to endeavour to take on board any constructive contributions that you may have to formulate a reconciliation of the issue that gave rise to the complaint.

Grahame White of OWLarchitecture.com is no longer registered with the ARB and is therefore no longer bound to its Code.

**The ARB require that any agreed variations to the written agreement should be recorded in writing.**

This can be done by email request by the Client.

**Copyright** is retained by OWLarchitecture.com. Upon full payment of the invoiced fees, the client has an implied licence to make use of the material produced for the original intended project.

**CAD drawings and models**, after full payment of invoiced fees, can be released for further use by others on the same project.

Additional useful information is also available at <https://www.OWLarchitecture.com>

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