

# Schedule of additional information relating to the appointment of Cross and Craig Associates Ltd

Agreements between Cross and Craig Associates and our clients will comprise the following:

- a signed Letter of Appointment;
- RIBA Concise Conditions of Appointment for an Architect 2010; and
- this document of additional information.

In issuing the Letter of Appointment to a client, we are confirming our acceptance of the terms of the Agreement. Each client will be asked to sign a Letter of Appointment, and return it to us, as confirmation of their acceptance of the terms, the agreed fees and extent of the services they may require.

We will be happy to go through any of the documents with the client to explain the purpose or implications of each part.

The Agreement is subject to the law of England and Wales.

As a general rule, our services will be broken down into the following areas:

### Stage 1 – Preparation and Design

- Discuss the client's requirements
- Advise on the need for other consultants or specialists
- Make a survey of the buildings/site or arrange for this to be carried out on our behalf
- Prepare a preliminary design and discuss with the clients
- Develop the final design

This stage will also include preparing drawings and documentation suitable for submission to the Local Authority for planning permission or Certificate of Lawfulness approval, if required. Our fees will not be subject to the submission of the application to the Local Authority or any Local Authority decision relating to it.

Any cost estimates given are for guidance only and are subject to verification by a Quantity Surveyor.

# Stage 2 – Construction Information

- Prepare drawings in sufficient detail for an application for Building Regulations approval
- Co-ordinate and integrate any designs required/provided by other consultants

Our fees will not be subject to the submission of the application or any Local Authority decision relating to it.

## Stage 3 – Tender Action

Prepare a specification/schedule of works

- Prepare additional documents required for tender purposes
- Advise on contractor selection
- Invite, appraise and report on tenders

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#### Stage 4 – Construction Work

- Prepare the building contract and arrange for it to be signed
- Provide the builder with any additional information they require for construction
- Visit the site to see that work is progressing generally in accordance with the contract
- Certify payments for work carried out or completed
- Monitor and record variations that will affect the final cost
- Visit the site to advise on the resolution of defects after the agreed 'defects period'
- Assist in the agreement of the final account and issue the final certificate

Any other services required specifically related to a particular project will be listed in the Letter of Appointment. If it becomes necessary to vary the services, we can discuss how this might be arranged. Hourly rates can be charged accordingly, subject to agreement in advance.

Where the services of a structural engineer, party wall consultant or any other consultant will be required, we will provide the client with details of their fee proposals for approval, prior to engaging their services on the client's behalf. The fees of other consultants will not be included in our own fees, and these other consultants will be directly responsible to the client for their services.

Our fees will be stated in the Letter of Appointment. Where expenses are incurred these will be charged at the following rates:

- Ordnance Survey maps will be charged at £50.00, unless otherwise agreed.
- Printing A1 @ £4.00 each, A2 @ £2.00 each

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Cross and Craig Associates Ltd are registered for VAT, which will be chargeable on all fees, expenses and disbursements

Before implementing any changes to the services required or changes to an approved design, the basis for any consequential change to the fees or expenses will be agreed with the client.

Invoices will be submitted on the completion of each stage for fees and other amounts due. Please note that the final date for payment of our account is 28 days after the date of issue. Any sums remaining unpaid after 28 days will bear interest plus reasonable recover costs, where appropriate.

Any complaints received will be acknowledged within 10 working days of receipt and a response issued within 30 working days. The Director will determine what financial or practical compensation can be made in order to rectify the perceived injury.

Our liability to you for loss or damage, will be limited to £2,000,000 in the aggregate (the overall cap for all claims). Until the expiry of the liability period, professional indemnity insurance cover will be maintained for that amount to be available for each project. Without prejudice to the right of adjudication, a difference in opinion can be referred to arbitration. The nominator/appointer will be the President of the RIBA.

Please note that all clients will have responsibilities under the Construction (Design and Management) Regulations 2015, whether or not the project is notifiable. Unless otherwise agreed, our fees include the appointment of Cross and Craig Associates Ltd to act as CDM Principal Designers for the pre-construction phase of the project.