

Previous Terms and conditions.

From May 2023 to June 2025

1. Initial enquiry - Upon first contact with G and C Designs the Client is to describe the design requirements (known as the Brief) as clearly and concisely as possible and advise of any priorities or items of particular importance.

If it is not possible to assess the extent of the Design Services without a site visit G and C Designs will attend site for a free on-site consultation to discuss the Brief in more detail in order to establish the extent of the Design Services required by the Client. G and C Designs will issue an itemised Quote in writing for the cost of the Design Services which will be valid for a period of three months.

The Client shall provide, free of charge, all information in the Client's possession which is necessary to establish the extent of the Design Services and for the proper and timely performance of the Design Services and G and C Designs shall be entitled to rely on such information.

Unless agreed otherwise in writing, the Client shall also provide and maintain a correspondence address, if different from the site address, and a reliable electronic email address for rapid communication means and for G and C Designs to issue and receive electronic documents.

2. The quote – The Quote will be issued in writing and delivered by electronic mail only. Unless advised by the Client of any additional specific items, the Quote will include only the items listed and will only allow for providing the mandatory documents required to achieve the third-party permissions and approvals etc. as may be required to fulfil the Brief and only up to the stage of works detailed in the Quote.

The Quote will include minor amendments to draft documents produced by G and C Designs and where submitted in an application, as required by the Planning and Building Control Bodies and only as part of the same application.

Major changes or variations from the Brief or the provision of additional documents requested by third parties may incur additional charges – in this case a revised or additional estimate will be issued by G and C Designs and agreed before work continues.

The Quote will not automatically include any tendering for quotes from contractors, interior design work, supervision or project management, project planning, principal designer duties, or any work in connection with an appeal for a refused planning application.

3. Instructions to proceed - If the Client accepts the costs and extent of the Design Services described in the Quote the Client is to issue instructions to proceed, in writing, either by letter, electronic mail or the acceptance form attached to the estimate.

On receipt of the instructions to proceed G and C Designs are entitled to assume the Client accepts the terms and conditions as displayed on their website and will reply with further details in an Acceptance of Order letter detailing the extent of the services to be provided, including anticipated timescales, payment terms and to advise the Client of their basic legal obligations to carry out the work.

4. Communication – Except in the case of an initial site consultation and site survey all communication will be by electronic means.

The Acceptance of Order letter will outline general stages for the timely completion of the Design Services that have been agreed and G and C Designs will keep the Client informed and provide further details at each relevant or designated stage of the works and will notify the Client of any issues or delays that may arise between stages.

Unless previously agreed in writing G and C Designs will not provide regular or intermediate progress reports where the Design Services are proceeding according to timelines previously notified.

5. Authority – Upon receipt of instructions to proceed it is assumed that the Client gives consent for G and C Designs to act as his/her Agent and to provide sufficient personal information when making applications under planning legislation, building acts, regulations or other statutory requirements.

6. Site survey – If a site survey is required to gather sufficient information to fulfil the Design Services and only if it is included in the quote G and C Designs will arrange to attend site, at a mutually convenient time for G and C Designs and the Client, to discuss all aspects of the Brief as may be required to fulfil the Brief.

The Client is to make available and provide access to all areas of the site for G and C Designs to gather relevant information such as photographs and measurements as may be required to carry out the Design Services.

7. Duty of care - G and C Designs shall exercise reasonable skill, care and diligence in accordance with the normal standards for Design Services and to provide best advice at all times. G and C Designs will periodically keep the Client informed in the progress of the Services at key stages and advise of any issues that may affect timescales or the Brief such as authority requirements, dimensional constraints, limits of construction and cost effectiveness.

8. Issue of design documents - G and C Designs will always aim to issue the first draft of the Design as soon as possible but this could be anytime up to 6 weeks from the date of the survey. Due to outside influences and evolution of some designs this should not be relied upon by the Client and will not be guaranteed without prior agreement in writing between the Client and G and C Designs.

The Client will be invited to pass comment on the first draft and discuss alterations to the design within the context of the original Brief and G and C Designs will apply the alterations to the design and issue for final approval.

Any subsequent design alterations or amendments required by the Client or which have been requested by third parties that were not included within the original brief may incur additional costs.

Design drawings and all other information throughout the design process will be issued to Clients by electronic means. When the final design is approved by the Client and has received all relevant third-party approvals, G and C Designs will issue documents for Construction and will forward by post one set of paper copies of drawings on A3 and other key documents on A4.

Further drawings issued on paper, at the Client's request, to be subject to additional cost outlined in Item 20.

Any works carried out by the Client prior to the issue of, or not in accordance with, the final Construction documents will be at the Client's own risk.

9. Content of design documents – documents produced by G and C Designs will contain sufficient information to achieve the relevant approvals as described in the Brief and as itemised on the quote – final construction issues will assume all documents will be used by experienced and suitably qualified

personnel with knowledge of construction materials and construction methods required to carry out the works.

Information to include plans, calculations and specifications relevant to the alterations or proposed works and will include theoretical dimensions for new constructions which are to be checked on site as work proceeds and any discrepancies found during the works to be reported immediately.

Dimensions will not be provided for any existing structures unless they are relevant to a calculation required for approvals to fulfil the brief.

10. Design timescales – upon issue of the Acceptance of Order letter G and C designs will include details of the anticipated timescale for the next stage of works and will update the Client with the next anticipated timescale as each stage of works are completed.

G and C Designs will always endeavour to issue the next stage documents as soon as possible but due to outside influences and evolution of some designs this may not always be achieved in which case G and C Designs to notify the Client accordingly and provide an updated timescale.

The Client is deemed to accept that not all timescales can be achieved and that G and C Designs are to be allowed sufficient time to check documents and calculations before issue to which they are accepting liability.

11. Design guarantee - G and C Designs will use their best endeavours to produce a design that fulfils the Brief to the Client's satisfaction. However, in some circumstances it may not be possible to produce a satisfactory Design due to financial and dimensional restraints or authority requirements and G and C Designs do not guarantee that a satisfactory solution will always be agreed.

Should a situation arise where a Design cannot be produced to the satisfaction of the Client the contract will be deemed to be complete and G and C Designs shall be entitled to payment for works carried out to date and will issue an account based on the original Quote as soon as reasonably practicable. Payment of this account shall be no more than 14 days from the date of issue.

12. Duty to inform - During the course of the Design Services, G and C Designs will immediately inform the Client upon becoming aware of the need to produce additional documents which are not included in the original quote or the need to appoint Other Persons in order to complete the Brief. G and C Designs will advise any costs associated with the additional work or the appointment of third parties which are to be agreed prior to carrying out the work.

G and C Designs will also periodically inform the Client of their duties or obligations that may arise in respect of Planning Regulations, Building Regulations, Water Authority Regulations, Construction Design and Management Regulations 2015, Health and Safety Executive and Party Wall etc. Act 1996 as they become known throughout the design process.

13. Approvals - The Client is to acknowledge that G and C Designs do not guarantee that the planning permission and other approvals from third parties will be granted at all, or if granted, will be granted in accordance with any anticipated time-scale, without conditions requiring discharge or in accordance with the design issued by G and C Designs.

However, G and C Designs will endeavour to work with all third parties to achieve a design that satisfies the requirements of the Client and third-party permissions or approvals.

14. Budget – If the Client has expressed a financial limit or budgetary constraint for the construction costs the Client still accepts that G and C Designs have no control over third party material or labour costs and are therefore unable to guarantee that any Design will be achievable with any budget.

However, G and C Designs will always endeavour to produce a Design that is mindful of the economy of construction and will immediately inform the Client upon becoming aware if the Brief cannot be achieved within traditional or economic construction methods and will discuss possible amendments to the Brief with the Client accordingly.

15. Rights of ownership - G and C Designs shall own the copyright of the original work produced in the performance of any Design Services and no part of the Design may be reproduced or registered by the Client without the consent of G and C Designs in writing.

No original documents will be issued to any Client and will remain the property of G and C Designs at all times.

16. Copying drawings - G and C Designs will issue pdf copies of original documents and the Client shall have a license to copy and use, and allow other persons in connection with the Project to use, drawings, documents, specifications and all other material issued for the Design and for completion of the works.

This license will only apply to the Project to which it relates and will only become valid when payments for the Design Services have been made under the terms of this agreement.

Any other use will be considered a breach of copyright and subsequent alterations or amendments to any documents issued by G and C Designs by any third party is strictly forbidden.

G and C Design will have the right to withdraw any of their documents from any application where terms of this agreement have been breached by the Client.

17. Publicity - G and C Designs shall have the right to publish photographs and details 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.

Any other information not directly related to the Design Services not to be published by G and C Designs without the consent of the Client.

18. Construction works – All construction works are to be carried out in accordance with the Construction documents issued by G and C Designs which assumes all works are to be carried out by experienced and suitably qualified personnel.

The Client shall consider the contractor appointed to undertake the construction works, and not G and C Designs, to be responsible for the management and operational methods necessary for the proper carrying out and timely completion of the construction works in compliance with the building contract or contracts and in accordance with any approvals received by relevant authorities.

It will always remain the responsibility of the Client to manage or appoint the management of the construction works in terms of health and safety under the CDM regulations.

The Client may appoint G and C Designs at any time to act in a supervisory capacity to manage any part of the construction phase of the project. Details, responsibilities and costs to be agreed in writing before work proceeds.

19. Fees and time charges – The basic fee in the initial quote issued by G and C Designs will be calculated on the estimated time and materials costs to carry out the Design Services and will be a fixed price quotation for the services specified.

Any additional costs associated with material changes or design variations that can be assessed prior to carrying out the works will be notified and agreed in writing before the additional Design Services are carried out.

Where instructions to proceed are issued by the Client without an agreed price for material changes or design variations that cannot be assessed prior to carrying out the works, additional material and time costs will be notified in writing on a cost/plus basis as soon as they are known, to be calculated using G and C Designs hourly rates and time charges.

20. Hourly rates and time charges – Time charges and hourly rates used to calculate additional costs and also work to date where Services have been suspended or terminated are:-

Designer	£100/hr
Site visit consultation	£300 per visit
Site survey	£200 per visit + £100/hr on site or part thereof

Any Planning or Building Control fees paid by G and C Designs on behalf of the Client to be charged to the Client at cost plus a nominal admin fee of £50.00.

A separate estimate is to be provided by G and C Designs for supplying additional drawings or documents issued on paper at the Clients request – minimum charge £45.00.

21. Payment terms – G and C Designs will issue invoices at stages or intervals notified to the Client in the Acceptance of Order letter issued under item 3.

Where the Design Services include Authority applications invoices will be issued on completion of drawings and/or specifications for each application or at any other stage as may be agreed and payment will be due prior to submission of relevant applications. G and C Designs reserve the right to withhold submission of any application as the Client's agent until payment has been received.

Payment shall be no more than 14 days from issue of any account.

On longer and more complex projects G and C Designs shall issue accounts at amounts and intervals agreed in writing with the Client.

G and C Designs may submit the final account for fees and any other amounts due when G and C Designs reasonably consider the agreed Design Services to be substantially completed.

22. Liability and insurance – G and C Design's liability for loss or damage shall not exceed the sum of £1,000,000 covered by G and C Design's professional indemnity insurance, providing G and C Designs have notified the insurers of the relevant claim or claims as required by the terms of such insurance.

G and C Designs shall maintain professional indemnity insurance for a period of 5 years from the date of the last Services performed under this Agreement or, if earlier, practical completion of construction of the Project or such earlier date as prescribed by law, provided such insurance continues to be

offered on commercially reasonable terms to G and C Designs at the time when the insurance is taken out or renewed.

No employee or Principal of G and C Designs shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

G and C Designs, when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance is being maintained.

23. Liabilities – G and C Designs will not accept responsibility of any documents issued if they are altered, amended or submitted by any third party.

Construction works are to be carried out only when G and C Designs have confirmed that all relevant approvals are in place and construction drawings have been issued.

All works carried out prior to the issue of approvals and construction documents are at the risk of the Client.

24. Suspension of services - The provisions for suspension are:

The Client may suspend the performance of any or all of the Services and/or other obligations by giving not less than 7 days' notice to G and C Designs specifying the Services affected. Where Services are suspended by the Client G and C Designs shall be entitled to invoice for the Design Services completed up to the date of the suspension as soon as reasonably practicable and will be calculated on the estimated time and material costs of the Services carried out so far based on the original quote and according to their standard hourly rates and time charges.

Where Services are suspended by the Client and not resumed within 3 months G and C Designs shall have the right to regard the performance of the Services and/or other obligations affected as terminated, without further notice, and shall be entitled to invoice for any further costs incurred to terminate the contract.

G and C Designs may suspend performance of the Services and/or other obligations by giving not less than 7 days' notice to the Client of the intention and stating the reasons for doing so in the event:

- (a) that the Client fails to pay any fees or other amounts due by the final date for payment; or
- (b) that the Client is in material or persistent breach of the obligations under this Agreement; or
- (c) that G and C Designs are prevented from or impeded in performing the Services for reasons beyond G and C Designs reasonable control; or
- (d) of force majeure

G and C Designs shall cease performance of the Suspended Services and/or other obligations in an orderly and economical manner on expiry of the notice period after receipt or giving of a notice of suspension.

If the reason for a notice of suspension arises from a default:

- (a) which is remedied, G and C Designs shall resume performance of the Services or other obligations within a reasonable period.; or

(b) which is not remedied by the defaulting party, the other party shall have the right to treat performance of the Services or other obligations affected as terminated on giving reasonable written notice.

25. Termination of services - The provisions for termination are:

The Client or G and C Designs may by giving reasonable notice to the other party at any time, terminate performance of the Services and/or other obligations, stating the reasons for doing so and the Services and obligations affected.

Performance of the Services and/or other obligations may be terminated immediately by notice from either party if:

(a) the other party commits an act of bankruptcy or is subject to a receiving or administration order, and/or goes into liquidation, and/or becomes insolvent, and/or makes any arrangements with creditors; or

(b) G and C Designs become unable to perform the Services through death or incapacity.

On termination of performance of the Design Services and/or other obligations, and only following settlement of the Final Account, a copy of the Material not previously provided to the Client shall be delivered by electronic means, on demand to the Client by G and C Designs.

26. Payment on suspension or termination – If G and C Designs or the Client issues a notice suspending performance of any or all of the Services or terminating performance of the Services and/or other obligations, G and C Designs shall be entitled to payment for works completed up to the expiry of the suspension or termination notice and will issue a Final Account as soon as reasonably practicable. Payment of this account shall be no more than 14 days from the date of issue.

27. Consumer's right to cancel - The consumer Client has the right to cancel this Agreement for any reason by delivering or sending (including by electronic mail) a cancellation notice to G and C Designs at any time within the period of 7 days starting from the date of issue of the Instructions to proceed as per Item 3.

If G and C Designs were instructed to perform any services before the Agreement was made or before the end of the 7-day period and the instruction or instructions were confirmed in writing, G and C designs shall be entitled to any fees and expenses due before G and C Designs received the notice of cancellation.

28. Complaints procedure - Any complaint should be made in writing to G and C Designs at the time that it arises. G and C Designs will address the complaint and resolve immediately if possible, or provide a detailed response within 10 working days.

29. Data protection - GDPR - G and C Designs will collect the minimum amount of data required to carry out their duties as instructed by the Client.

The data shall include but not be restricted to: name, address, telephone number, images and email address and will be used to identify the Clients property for the purposes of Planning and Building control applications and any other specialist applications that may be required to fulfil the brief.

By giving instructions to proceed under these terms and conditions the Client is deemed to give consent for G and C Designs to use the data on behalf of the Client to identify his property and carry out the Design Services.

No data collected by G and C Designs will be processed automatically by electronic means and will be held on secure servers and local devices until the contract is complete. G and C Designs will back up data at regular intervals and will store the data offline in a secure location.

G and C Designs will not pass any identifying information to any third party except to carry out the Design Services required by the Client.

The Client has the right at any time to request details of the data held by G and C Designs.

Notes:

G and C Designs will not automatically allow in any estimate for any services relating to the Client's legal obligations in respect of Water Authority applications, Construction Design Management, Health and Safety Management and Party Wall Notices.

G and C Designs will be happy to give advice and provide an estimate for any additional services in this respect.

For reference please see "Construction (Design and Management) Regulations 2015 "and "Party Wall etc. Act 1996"