

Gledhill Architecture Studio

Terms and Conditions of Appointment

1. Definitions and Interpretation

In these Terms and Conditions:

- “Practice” means Gledhill Architecture Studio.
 - “Client” means the party appointing the Practice.
 - “Services” means the architectural services to be provided as defined in the Appointment, Fee Proposal, or Project Brief.
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2. Scope of Services

2.1 The Practice shall perform the Services with reasonable skill, care, and diligence in accordance with the standards expected of an architect practising in the United Kingdom.

2.2 The Services shall be limited to those expressly set out in the agreed Appointment, Fee Proposal, or Project Brief.

2.3 Any services not expressly included shall be treated as Additional Services and shall be subject to separate agreement and fees.

3. Consultant and Specialist Services

3.1 The Practice shall not be responsible for the performance, advice, or output of any third-party consultants, whether appointed by the Client or otherwise.

3.2 Unless expressly agreed in writing, the Practice’s Services exclude:

- Structural engineering design and calculations
- Mechanical and electrical engineering design
- Cost consultancy or quantity surveying
- Planning consultancy (beyond standard architectural submissions)
- Party wall matters
- Specialist surveys or reports

3.3 The Practice may recommend consultants where appropriate; however, any such recommendation is made without liability.

4. Construction and Site Responsibilities

4.1 The Practice shall not be responsible for:

- Construction methods, sequencing, or site safety
- Contractor performance, workmanship, or programme
- Compliance with health and safety legislation by others

4.2 The Contractor shall remain solely responsible for the execution and completion of the Works in accordance with the Building Contract (or written agreement).

5. Informal Advice and Non-Reliance

5.1 Any advice, commentary, or guidance provided outside the agreed scope of Services or without formal instruction shall be deemed informal.

5.2 Such informal advice:

- Shall not form part of the Services
 - Is provided without liability
 - Shall not be relied upon by the Client or any third party
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6. Recommendations and Professional Judgement

6.1 The Practice may provide recommendations based on professional experience and reasonable skill and care.

6.2 All recommendations are advisory in nature and shall not constitute guarantees of outcome, performance, or approval by statutory authorities.

6.3 Responsibility for implementation of any recommendation shall remain with the Client or relevant third party.

7. Client Responsibilities

7.1 The Client shall:

- Provide all necessary information in a timely manner
- Appoint and instruct other consultants as required
- Ensure adequate project funding and decision-making

7.2 The Client shall remain solely responsible for all project decisions, including whether to act upon the Practice's advice.

8. Fees and Payment

8.1 Fees shall be as set out in the Appointment or Fee Proposal.

8.2 Invoices shall be payable within the period stated on the invoice (unless otherwise agreed, 14 days from date of issue).

8.3 Fees shall not be conditional upon:

- Project progress or completion
- Performance of contractors or consultants
- Statutory approvals or third-party delays

8.4 The Client shall not withhold or delay payment due to matters outside the Practice's control.

9. Late Payment

9.1 The Practice reserves the right to charge interest on overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9.2 Interest shall accrue from the due date until payment is made in full.

9.3 The Practice reserves the right to suspend Services upon reasonable notice if payment remains outstanding.

10. Disputed Invoices

10.1 Any dispute in respect of an invoice must be made in writing within 14 days of the invoice date.

10.2 The notice shall clearly identify:

- The amount disputed
- The reasons for dispute with reference to the agreed Services

10.3 Any undisputed portion of the invoice shall remain payable in accordance with Clause 8.

11. Liability

11.1 The Practice's liability shall be limited to losses arising directly from breach of contract (or written agreement) negligence in the performance of the Services.

11.2 To the extent permitted by law, the Practice shall not be liable for:

- Indirect or consequential loss
- Loss arising from actions of third parties
- Delays beyond its reasonable control

11.3 The Practice's total liability shall be limited to a reasonable sum proportionate to the level of risk and professional indemnity insurance maintained.

12. Suspension and Termination

12.1 The Practice may suspend or terminate the Services upon written notice where:

- Fees remain unpaid
- The Client is in material breach of these Terms

12.2 The Client may terminate the Appointment upon written notice.

12.3 The Practice shall be entitled to payment for all Services performed up to the date of termination.

13. Intellectual Property

13.1 The Practice shall retain copyright in all drawings, designs, and documents produced.

13.2 The Client shall be granted a non-exclusive licence to use the documents solely for the project for which they were prepared.

14. Entire Agreement

These Terms, together with the Appointment or Fee Proposal, constitute the entire agreement between the parties unless otherwise agreed in writing.

15. Acceptance

Appointment of Gledhill Architecture Studio shall constitute acceptance of these Terms and Conditions unless otherwise agreed in writing.