

TERMS OF BUSINESS

- i. 'ARCH Building Consultancy Ltd' or 'the Company' refers to the professional advice and services offered by ARCH Building Consultancy Ltd.
- ii. The 'Client' refers to the individual person(s), business, consultant, service provider or any other establishment who has commissioned 'ARCH Building Consultancy Ltd' to undertake work on their behalf.
- iii. The 'Brief' constitutes the basis of any potential appointment and outlines the Company's understanding of the proposed works. The Brief will usually be set out in the initial fee quotation.
- iv. 'RICS' refers to The Royal Institution of Chartered Surveyors.
- v. No appointment of ARCH Building Consultancy Ltd is deemed to commence until written confirmation to this effect is received from the Client, which is also deemed acceptance of these Terms of Business.
- vi. All professional advice, documentation, and/or services provided by the Company to the Client is for the sole use of the Client and may not be disclosed/transferred or used by third parties unless the Company grants permission through written consent.
- vii. The Company reserves the right to not offer its services whereupon there may be a conflict of interest for itself, the Client or a third-party.
- viii. Payment by BACS or electronic bank transfer is preferred. The Company bank details are on the invoice. Payment by cheque is accepted however will be subject to a £10 bank administration charge per invoice. The Client shall advise the Company on appointment if they wish to pay fees by cheque.
- ix. All stage payments are to comply with the schedule outlined within the initial fee quotation unless otherwise agreed and only then if this is confirmed in writing by both parties. Any additional services outside those specified within the initial fee quotation will be charged on a time basis, at the hourly rate of £90 per hour, plus reasonable disbursements. The company reserves the right to review and amend its charges on an annual basis and will advise the Client accordingly.
- x. Any reference to disbursements refers to charges accrued by the Company in providing the service the Client has commissioned. Such charges may include provision of hard copy plans, reports etc.; the supply to the Company of digital Ordnance Survey maps; historic cartographic or archival information; supply of building contracts etc.
- xi. Any third party application fees, deemed necessary by the Company, (e.g. for Planning Permission or Building Regulation applications) are additional to the Company's fees. The Client is responsible for their direct payment.
- xii. Any additional appointment of a third party deemed necessary by the Company and agreed in writing by the Client is to be a direct appointment between such third party and Client with payments for their commissioned services made direct and not through ARCH Building Consultancy Ltd.
- xiii. Any payments not received from the Client within 7 days of issuing by the Company shall be subject to a surcharge of 5% over the Bank of England's Base Rate on that date, per 7 days or part thereof after.
- xiv. The Company may invoice for any costs generated by the Courts, Solicitors and/or Debt Collection Agencies accrued in the recovery of overdue accounts.
- xv. The Company is not currently registered for VAT and is obliged to advise the Client in writing if this situation alters, at which point all subsequent fees will be subject to the addition of VAT at the current rate.
- xvi. Whereupon the Client becomes insolvent or ceases to pay their debts within the ordinary course of business the Company reserves the right to refrain from any further work or to release any information the Client requests without receiving financial recompense for the work undertaken.
- xvii. Either party may terminate the appointment by giving the other party 14 days' prior notice in writing. On termination any outstanding fees will be calculated up to the termination date and will be due.
- xviii. The Company shall not entertain any request from the Client to undertake work which it knows contravenes statutory legislation in either Common Law or in contravention of the RICS Rules of Conduct Regulations 2004 Under Bye-Laws 10(1), 19, 20 and 22B.
- xix. The Company is Regulated by the RICS and as such adheres with Rule 7 of the Complaints Handling Procedure as determined by the RICS Regulatory Board and adopted in December 2007. A copy of the Company's Complaints Handling Procedure is available upon request.
- xx. All quotations and services offered in writing by The Company remain valid for three months from the date of issue following which ARCH Building Consultancy Ltd reserve the right to alter any such information as appropriate.
- xxi. Where not expressly mentioned in these Terms of Business, the conditions set out in the "RICS Short Form of Consultant's Appointment" shall apply.