

03

September 2026

Terms & Conditions. Commerical Project.

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Document History

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Terms & Conditions

These terms apply where BCAE is appointed by a company, partnership, limited liability partnership, charity, public body, developer, landlord or an individual acting wholly or mainly for purposes connected with their trade, business, craft or profession.

They are not intended for a private individual appointing BCAE wholly or mainly in connection with their own home, or for a Higher-Risk Building without project-specific review.

How these terms work

The signed Professional Services Appointment identifies the Client, Project, Services, fees, programme, roles and project-specific terms. These BCAE Commercial Terms & Conditions support that document. Together, they form the Contract.

Defined words beginning with capital letters have the meanings given below. References to legislation include later amendments and replacements where relevant.

Definition of Terms

Appointment: the signed BCAE Professional Services Appointment, including its project information, scope, fee basis, assumptions, exclusions and expressly incorporated documents.

BCAE: BCAE Architects Ltd, company number 14416470, whose registered or business address is stated in the Appointment.

Building Contract: the contract between the Client and Contractor for the construction of the Project.

Building Regulations: the Building Regulations 2010, as amended, and associated applicable legislation.

Building Regulations Principal Designer: the person appointed in writing to carry out the principal designer duties under Part 2A of the Building Regulations.

CDM Regulations 2015: The Construction (Design and Management) Regulations 2015 and any guidance as issued, amended or replaced from time to time by the Health & Safety Executive, which govern the management of health, safety and welfare for construction projects.

CDM Principal Designer: the designer appointed in writing as principal designer under the CDM Regulations 2015.

Client: the person or organisation identified as the Client in the Appointment. This includes any company, partnership, limited liability partnership, charity, public body or individual acting wholly or mainly for purposes connected with their trade, business, craft or profession. It also includes the Client's representative where appointed with authority to act on the Client's behalf, subject to any limits stated in the Appointment.

Construction Cost: the Client's budget or the latest approved estimate for the building work, excluding VAT, professional fees, legal costs, finance costs and dispute costs unless the Appointment says otherwise.

Construction Phase: the period of time beginning when construction work on a Project starts and ending when construction work on that Project is completed.

Contract: the documents identified in clause 1.1.

Notified Sum: the amount stated as due in a Payment Notice, or the amount stated in a valid notice issued by the Client under clause 9.3.

Contract Administrator: the person appointed to administer the Building Contract. BCAE holds this role only where expressly stated in the Appointment.

Contractor: any contractor engaged by the Client to carry out construction work or the party referred to as the Contractor in the Building Contract.

Health and Safety File: the file required by the CDM Regulations 2015, which contains relevant health and safety information needed to allow future construction works, including cleaning, maintenance, alterations, refurbishment and demolition, to be carried out safely.

Other Client Appointments: other consultants or services appointments which have been, or will need to be, made by the Client to enable the BCAE to undertake its work in connection with the Project.

Payment Notice: an invoice issued by BCAE stating the amount BCAE considers due and the basis of its calculation.

Principal Contractor: a contractor appointed by the Client as Principal Contractor under the Building Regulations and/or CDM Regulations.

Practical Completion: practical completion as certified under the Building Contract, or where there is no certification procedure, the date the building work is substantially complete and capable of beneficial use.

Pre-construction Information: information in the Client's possession or which is reasonably obtainable by or on behalf of the Client, which is relevant to the construction work and is of an appropriate level of detail and proportionate to the risks involved.

Pre-construction Phase: any period of time during which design or preparatory work is carried out for a project, which may continue during the Construction Phase

Project: as described in the Project Brief, of the Appointment.

Project Brief: The Client's requirements for the Project, as initially set out in the Appointment, and including any revisions made by the BCAE and approved by the Client.

Project Programme: The Client's initial programme for the Project, as specified in the Appointment and including any revisions made by the BCAE and approved by the Client.

Relevant Requirements: the requirements of the Building Regulations to the extent that they apply to the Project and the relevant design or building work.

Services: the professional services to be performed by the BCAE specified in the Services identified in the Appointment, which may be varied by agreement.

Working Day: Monday to Friday, excluding public holidays in England.

Confidential Information: all information relating to the Project and the Client and BCAE's business and affairs which either Party directly or indirectly receives or acquires from the other Party or any representative of the other Party whether in writing, by electronic mail or verbally and which is not otherwise already in the public domain.

Construction Act: Part II of the Housing Grants, Construction and Regeneration Act 1996, as amended.

Scheme for Construction Contracts: the Scheme for Construction Contracts (England and Wales) Regulations 1998, as amended.

Collateral Warranty: a collateral warranty, third-party rights schedule, reliance letter, duty of care agreement or similar document required in favour of a funder, purchaser, tenant or other third party.

Higher-Risk Building: a building falling within the statutory definition of a higher-risk building for the relevant purpose under the Building Act 1984, Building Safety Act 2022 or regulations made under either Act.

Notified Sum: the amount stated as due in a Payment Notice, or the amount stated in a valid notice issued by the Client under clause 9.3.

* 'Architect' is a legally protected title in the UK, which can only be used by people registered under the Architects Act 1997 with the Architects Registration Board (ARB).

1. The Contract

- 1.1. The Contract comprises, in descending order of priority: (a) Any later variation expressly agreed & acknowledged in writing by the Client and BCAE. after the Appointment date; (b) the Appointment; © these Terms & Conditions; and (d) any other document expressly listed in the Appointment. A document is not incorporated merely because it is referred to in correspondence.
- 1.2. The Contract replaces previous proposals, discussions and arrangements concerning the Services. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.
- 1.3. A change to the Contract is effective only when recorded in writing and agreed by authorised representatives of both Parties. Email agreement is sufficient unless the change alters the liability cap, dispute procedure or execution of the Contract, in which case it must be signed.
- 1.4. If there is more than one Client, each Client is jointly and individually responsible for the Client's obligations, including payment. The named representative may give day-to-day instructions, but BCAE may seek confirmation from all Clients for material decisions.
- 1.5. If a provision is unenforceable, it will be treated as removed only to the extent necessary. The remainder of the Contract will continue.

2. BCAE's responsibilities

- 2.1. In performing the Services and discharging its obligations under the Contract, BCAE will exercise the reasonable skill, care and diligence to be expected of an architect experienced in providing services for projects of a similar size, nature and complexity to the Project. Nothing in the Contract imposes on BCAE any greater duty, standard or obligation than the exercise of that reasonable skill, care and diligence.
- 2.2. BCAE will have due regard to the agreed brief, keep the Client reasonably informed of progress, and notify the Client when BCAE becomes aware of a matter likely to materially affect the brief, programme, Construction Cost or quality.
- 2.3. BCAE will advise the Client when information, a decision, an approval or the appointment of another consultant appears reasonably necessary for the Services. BCAE is not responsible for delay or additional work caused by the Client's or another party's late, incomplete or inadequate provision of information, decisions, approvals or services, except to the extent caused by BCAE's breach of the Contract.
- 2.4. BCAE may act for the Client only to the extent stated in the Appointment or subsequently authorised in writing.
- 2.5. BCAE will not materially alter an approved design or the agreed Services without the Client's written agreement, except where prompt action is reasonably required to address an emergency or immediate safety concern. BCAE will notify the Client as soon as practicable.
- 2.6. Where BCAE coordinates information supplied by Other Consultants, contractors or specialists, BCAE remains responsible for its own coordination Services but not for the accuracy, completeness or performance of their work. BCAE will tell the Client about a material error or

omission if it becomes apparent while carrying out the Services.

- 2.7. BCAE does not guarantee planning permission, Building Regulations approval, other third-party consent, a particular determination date, tender return, contractor availability, final Construction Cost or completion date.
- 2.8. Any cost advice given by BCAE is indicative architectural advice only unless quantity surveying or cost consultancy is expressly included. The Client should appoint a Quantity Surveyor where reliable cost planning or cost control is required.
- 2.9. BCAE will maintain an internal complaints procedure and provide a copy on request.

3. The Client's responsibilities

- 3.1. The Client will provide a clear brief, budget and intended programme and tell BCAE promptly about any change.
- 3.2. The Client will provide, without charge, information reasonably required for the Services and ensure that it may lawfully be used. BCAE may rely on information supplied by the Client and Other Consultants, subject to BCAE's duty under clause 2.1.
- 3.3. The Client will make decisions, give approvals and respond to requests within a reasonable time. The programme and fees may be reviewed where delay affects BCAE's work.
- 3.4. The Client will appoint competent Other Consultants, surveyors, specialists and contractors when reasonably required, define their services, provide appropriate terms of appointment and require them to cooperate and share relevant information.
- 3.5. The Client is responsible for the work and solvency of Other Consultants and the Contractor. BCAE is not responsible for construction workmanship, site safety, temporary works, construction methods or the Contractor's compliance with the Building Contract.
- 3.6. The Client will pay planning, building control and other statutory charges, and all agreed third-party costs, expenses and disbursements.
- 3.7. The Client will give BCAE and those acting for it reasonable access to the site where required for the Services, subject to reasonable notice and appropriate safety arrangements.
- 3.8. The Client will not instruct the Contractor or Other Consultants on matters affecting BCAE's design or Contract Administration role without promptly informing BCAE. BCAE is not responsible for the consequences of instructions it did not issue or approve.
- 3.9. Where BCAE is Contract Administrator, the Client will allow BCAE to perform that role impartially under the Building Contract and will not require BCAE to certify or decide a matter otherwise than in accordance with that contract.
- 3.10. The Client will comply with the duties applying to it as a commercial client under the CDM Regulations 2015. This includes making suitable arrangements for managing the Project, allocating sufficient time and resources, providing Pre-construction Information and appointing

a competent Principal Designer and Principal Contractor in writing where required.

- 3.11. The Client will comply with the duties applying to it under Part 2A of the Building Regulations, including making suitable arrangements for planning, managing and monitoring the Project, providing relevant building information and appointing competent dutyholders in writing where required.
- 3.12. BCAE's appointment as Building Regulations Principal Designer or CDM Principal Designer does not relieve the Client, Principal Contractor, Contractor, other designers or consultants of their respective statutory duties.
- 3.13. The Client will identify any requirements of a funder, purchaser, tenant, investor, insurer or other interested party that may affect the Services before BCAE begins the relevant work.
- 3.14. The Client will obtain all necessary consents relating to ownership, funding, leases, easements, covenants, rights over neighbouring land and other legal interests affecting the Project unless the Appointment states otherwise.
- 3.15. Where the Client requires a purchase order, invoice portal, supplier registration or other administrative process, the Client will complete that process promptly. The absence of a purchase order or completion of an internal approval process does not postpone the due date or final date for payment unless expressly agreed in the Appointment.

4. Surveys, existing buildings and site information

- 4.1. The Client will provide a suitable measured survey or appoint an independent surveyor. BCAE may help obtain quotations, although the surveyor will normally be appointed directly by the Client.
- 4.2. Where BCAE is expressly appointed to undertake a measured survey, it will be non-intrusive and limited to visible and safely accessible areas. It is prepared for architectural design and coordination and is not a building condition or structural survey.
- 4.3. BCAE will not open up the building fabric or investigate concealed construction, services, defects, hazardous materials or the condition or load-bearing capacity of existing elements unless expressly included.
- 4.4. Dimensions and conditions should be verified on site before construction or manufacture. Where information is incomplete, inaccurate, inaccessible or unsuitable, further survey, opening-up, investigation or redesign may be required and will be treated under clause 8.

5. Statutory duties and Principal Designer roles

- 5.1. Each Party will carry out the statutory duties applying to it under the Building Regulations and CDM Regulations. Appointment of BCAE for architectural Services does not, by itself, appoint BCAE as Building Regulations Principal Designer or CDM Principal Designer.
- 5.2. BCAE holds either Principal Designer role only where the Appointment expressly identifies the role, its scope and the period for which BCAE is appointed. The two roles are separate and selection of one does not select the other.

- 5.3. For its own design work, BCAE will assess and maintain the organisational capability and competence required by the Building Regulations. If BCAE reasonably considers that it has ceased to satisfy a competence requirement, or a material change to the Project affects the assessment, it will notify the Client as required by law.
- 5.4. Where BCAE is Building Regulations Principal Designer or CDM Principal Designer, its duties are limited to the statutory role and the services expressly stated in the Appointment. BCAE may rely on timely cooperation and information from the Client, designers, Principal Contractor, Contractor and Other Consultants.
- 5.5. If BCAE's Principal Designer appointment ends, the Client will promptly appoint a competent replacement and notify the relevant parties or authority where required. BCAE will provide the information and statements required by law, subject to payment of sums properly due and any mandatory statutory timetable.
- 5.6. Unless expressly included, BCAE is not appointed as Principal Contractor, building control approver, fire engineer, health and safety adviser or adviser on specialist compliance outside its architectural Services.
- 5.7. Where the Project is, or may become, a Higher-Risk Building, the Client will notify BCAE immediately. BCAE is not appointed to provide services specific to a Higher-Risk Building, including services relating to the building control approval process, mandatory occurrence reporting, the golden thread of information or applications through the Building Safety Regulator, unless expressly stated in the Appointment.
- 5.8. A change in the status of the Project, including the Project becoming subject to a different building control or building safety regime, may require a review of the Services, programme, fees, competence requirements and professional indemnity insurance.

6. Programme and progression through stages

- 6.1. Any programme is an estimate unless the Appointment expressly states otherwise. It depends on timely decisions, information, approvals and the performance of third parties.
- 6.2. The Appointment may include more than one BCAE stage. BCAE will not start a subsequent stage until the Client gives written approval to proceed. Approval may be given by email.
- 6.3. Until a stage is authorised, BCAE is not required to reserve resources or maintain an earlier programme. No fee is due for an uncommenced stage, except for work separately instructed or costs already committed with the Client's authority.
- 6.4. If the Project is delayed or suspended for more than six months, BCAE may review the programme and the fee for Services not yet commenced. Any revised basis will be agreed before those Services begin.

7. Fees, expenses and VAT

- 7.1. The fee basis, deposit, invoicing stages, hourly rates and expenses are stated in the Appointment. VAT is payable in addition at the applicable rate.

- 7.2. A lump-sum fee assumes that the brief, Services, complexity and anticipated programme remain materially unchanged. A percentage fee will be calculated against the Construction Cost in the manner stated in the Appointment. Time-charge work includes reasonable preparation, correspondence, meetings, travel, site visits, coordination and record keeping connected with the Services.
- 7.3. A deposit is a payment on account, not an additional fee, and will be credited as stated in the Appointment. BCAE may postpone starting until cleared funds are received.
- 7.4. BCAE will keep reasonable records for time-charge work and reimbursable expenses and make relevant records available on reasonable request.
- 7.5. Rates may be reviewed on each anniversary of the Contract. BCAE will give at least 28 days' written notice of revised rates before they apply to future work.
- 7.6. Where the Client authorises BCAE to obtain a third-party service or incur a disbursement on the Client's behalf, the Client will reimburse the cost on the basis stated in the Appointment. BCAE may require payment in advance.
- 7.7. If BCAE is instructed to obtain tenders or quotations but none is submitted or accepted, BCAE remains entitled to the fees properly due for the Services undertaken up to and including receipt and review of the tenders or quotations.
- 7.8. Where a fee is calculated as a percentage of Construction Cost, the percentage and calculation method will be stated in the Appointment. Until the final Construction Cost is known, invoices may be based on the latest estimate approved by the Client or the Building Contract sum. The final fee will be adjusted against the final Construction Cost as stated in the Appointment.
- 7.9. Unless otherwise stated in the Appointment, time reasonably spent includes preparation, correspondence, meetings, coordination, site attendance and travel from and back to BCAE's office. Agreed third-party costs and disbursements will be reimbursed on the basis stated in the Appointment.

8. Changes and additional services

- 8.1. BCAE will discuss the likely effect on Services, fees and programme when the Client changes the brief, budget, approved design, scope, procurement route or programme.
- 8.2. Additional Services may arise from a Client instruction, a change in law or authority requirements after the Appointment date, inaccurate or late information, previously unknown site or building conditions, delay or disruption outside BCAE's reasonable control, redesign after approval, repeat submissions, or additional work caused by a contractor or Other Consultant.
- 8.3. BCAE will notify the Client when it reasonably becomes aware that additional work is required and will agree its scope and fee basis before undertaking it, except where immediate work is reasonably needed to protect life, property, statutory compliance or the Project. In that case

BCAE will notify the Client promptly and charge at the Appointment rates.

- 8.4. BCAE is not entitled to an additional fee to the extent that the additional work results from BCAE's breach of the Contract.
- 8.5. Additional Services may also include work connected with landlord or freeholder approvals; party wall matters; grants; dilapidations; specialist historic-building or conservation advice; negotiation with a contractor instead of an agreed tender process; a dispute between the Client and another party; damage by fire or another cause; and suspension, termination or insolvency involving the Contractor or another Project participant.

9. Invoices and payment

- 9.1. The payment provisions of the Construction Act apply where the Contract is a construction contract within the meaning of that Act. The provisions of the Scheme for Construction Contracts apply to the extent required by law.
- 9.2. BCAE may issue Payment Notices at the intervals or milestones stated in the Appointment. Each Payment Notice will state the amount BCAE considers due, less previous payments, and the basis of its calculation. That amount is the Notified Sum.
- 9.3. The due date is the date of the Payment Notice. The final date for payment is seven calendar days after the due date, unless a different period is stated in the Appointment.
- 9.4. If the Client intends to pay less than the Notified Sum, the Client must issue a written pay-less notice no later than two calendar days before the final date for payment. The notice must state the amount the Client considers due at the date of the notice and explain how that amount has been calculated.
- 9.5. The Client must pay the amount stated in a valid pay-less notice by the final date for payment. If no valid notice is issued, the Notified Sum is payable. The Client must not delay payment of any undisputed amount.
- 9.6. If the Client does not issue a Payment Notice or other notice required from it by the Construction Act, BCAE may issue a default Payment Notice in accordance with the Construction Act. The amount stated in a valid default Payment Notice will become the Notified Sum and the final date for payment will be adjusted as required by the Construction Act.
- 9.7. If a sum properly due is not paid by the final date for payment, BCAE may charge simple interest from that date until receipt at 8% per year above the Bank of England base rate, together with reasonable recovery costs, subject to any overriding statutory entitlement.
- 9.8. After giving at least seven days' written notice, BCAE may suspend any or all of the Services while a sum properly due remains unpaid. BCAE will be entitled to a reasonable extension of time and payment of reasonable costs and expenses arising from the suspension and subsequent resumption.
- 9.9. Payment is not conditional on the Client receiving finance, funding, payment from another person, a purchase order, planning permission or another third-party approval.

10. Copyright, licence and information use

- 10.1. BCAE owns the copyright and other intellectual property rights in the drawings, models, specifications, reports and other documents it produces, and asserts its right to be identified as author where applicable.
- 10.2. Once fees and other sums properly due for the relevant work have been paid, BCAE grants the Client a non-exclusive licence to copy and use that work solely for the construction, completion, use, occupation, maintenance, repair, reinstatement, marketing, letting, funding and sale of the Project.
- 10.3. The licence permits the Client to share the information with the Contractor, Other Consultants, building control bodies, funders, purchasers, tenants, investors and professional advisers for those purposes. The Client may grant them a corresponding sub-licence but may not transfer ownership of BCAE's intellectual property.
- 10.4. The information may not be used to reproduce the design on another site, extend or materially alter the Project, or for any purpose for which it was not prepared without BCAE's written agreement.
- 10.5. BCAE is not liable for changes made by others, use of superseded information or use outside the permitted purpose. Anyone changing BCAE's information must clearly identify the change and must not present the altered information as having been prepared or approved by BCAE.
- 10.6. BCAE may suspend the licence relating to unpaid work after giving the notice required under clause 9.8. The licence will resume when the relevant sums are paid and will otherwise survive completion or termination.

11. Digital information and models

- 11.1. Unless otherwise stated in the Appointment, formal deliverables will be issued in PDF. Native CAD, BIM, visualisation, calculation or editable files are not included.
- 11.2. If native or editable data is expressly provided, the agreed format, status, permitted use and any protocol will be stated in writing. Software compatibility and continued accessibility cannot be guaranteed.
- 11.3. BCAE is not responsible for corruption, unintended amendment or loss occurring after information has been transmitted, or for discrepancies introduced by conversion, software, hardware or third-party systems, except to the extent caused by BCAE's failure to exercise reasonable skill and care.
- 11.4. Only information identified by BCAE as issued for a stated purpose may be relied upon for that purpose. Visualisations, sketches, work in progress and presentation material are illustrative unless expressly identified otherwise.

12. Liability and professional indemnity insurance

- 12.1. Nothing in the Contract excludes or limits liability where the law does not permit this, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or a legitimate claim under the Defective Premises Act 1972 as amended.

- 12.2. Subject to clause 12.1, BCAE's total liability arising from or connected with the Contract, whether in contract, tort, negligence, breach of statutory duty or otherwise, will not exceed the liability cap stated in the Appointment. Any separate insured sublimits or aggregate limits for pollution or contamination, asbestos, and cladding or fire-related matters will be those stated in the Appointment.
- 12.3. BCAE's liability will be limited to the fair proportion of the Client's loss attributable to BCAE's breach, assuming that every other responsible consultant, contractor or specialist had given suitable contractual duties to the Client and paid the contribution it would be fair and reasonable for that party to pay.
- 12.4. No director, employee, worker, consultant or agent of BCAE has personal liability to the Client for the Services. This clause is intended to benefit those persons under the Contracts (Rights of Third Parties) Act 1999.
- 12.5. Subject to clause 12.1, proceedings against BCAE must be started within six years from the earlier of Practical Completion and completion of the last Services. If the Appointment is expressly executed as a deed, the Appointment must state any different limitation period.
- 12.6. BCAE will maintain professional indemnity insurance at the level stated in the Appointment for the period stated there, provided cover remains available on commercially reasonable terms. On reasonable request, BCAE will provide evidence of cover.
- 12.7. BCAE will notify the Client if it becomes aware that required insurance is no longer available on commercially reasonable terms or that a material new restriction or aggregate limit affects the stated cover, so the Parties can consider the position.

13. Confidentiality, data and publication

- 13.1. Each Party will keep confidential information received from the other confidential and use it only for the Contract. Disclosure is permitted where reasonably needed to perform the Services, obtain professional advice or insurance, resolve a dispute, comply with law, or where the information is already lawfully public.
- 13.2. Each Party will comply with applicable data protection law when processing personal data. BCAE may process and share personal data where reasonably necessary to administer the appointment, provide the Services, meet legal duties, obtain insurance or professional advice, and manage disputes or payment.
- 13.3. BCAE's privacy notice applies to its processing of personal data and is available on request or through BCAE's website.
- 13.4. BCAE may photograph or publish the Project only where the Client has given consent or otherwise agreed the arrangements. Consent is optional and may be limited. Withdrawal of consent does not affect material already lawfully published or third-party actions outside BCAE's control.

14. Assignment, subcontracting and third-party rights

- 14.1. Neither Party may assign or transfer the Contract or any right under it without the other Party's

prior written consent, which will not be unreasonably withheld or delayed.

- 14.2. Where expressly stated in the Appointment, the Client may assign the benefit of the Contract on no more than two occasions to a funder, purchaser, tenant or other person acquiring an interest in the Project. BCAE will not have any greater liability to an assignee than it would have had to the original Client.
- 14.3. BCAE may use employees, agency staff, self-employed staff and specialist subconsultants in providing the Services. BCAE remains responsible for Services it subcontracts. BCAE will obtain the Client's agreement before subcontracting a material part of the Services to an external organisation unless that organisation is identified in the Appointment.
- 14.4. BCAE is not required to enter into a novation, Collateral Warranty, third-party rights schedule, reliance letter, duty of care agreement or similar document unless its form, beneficiary and any additional fee have been agreed in writing.
- 14.5. Any novation, Collateral Warranty or third-party rights granted by BCAE must not impose a greater duty, liability, limitation period or insurance obligation than applies under the Contract. BCAE will have no greater liability in total as a result of entering into such documents than it would have had if the claim had been made solely by the Client under the Contract.
- 14.6. BCAE may charge a reasonable fee for reviewing, negotiating and completing a novation, Collateral Warranty, third-party rights schedule, reliance letter or other document not included in the Appointment.
- 14.7. The Contract may be novated only through a written agreement signed by all relevant parties. Unless the novation expressly provides otherwise, BCAE is not responsible for the Contractor's design, changes made before or after novation by others, construction methods, temporary works or workmanship.
- 14.8. Except for clause 12.4, an expressly permitted assignee and any person granted rights through an agreed third-party rights schedule, a person who is not a Party has no right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

15. Suspension and termination

- 15.1. The Client may suspend or end any or all Services by giving BCAE at least seven days' written notice and stating the reason.
- 15.2. BCAE may suspend or end any or all Services by giving at least seven days' written notice where: (a) a properly due payment remains unpaid; (b) the Client is in material or persistent breach; (c) BCAE is prevented or materially impeded by a matter outside its reasonable control; (d) continuing would require BCAE to act unlawfully or contrary to professional obligations; (e) BCAE reasonably lacks the competence or insurance required for the changed Project; or (f) a force majeure event materially prevents performance.
- 15.3. If a remediable default is corrected during the notice period, the affected Services will continue or resume within a reasonable time. If it is not corrected, the non-defaulting Party may terminate by giving a further seven days' written notice.

- 15.4. If a suspension continues for six months, BCAE may end the affected Services by giving a further seven days' notice. The programme and fee for resumption may be reviewed.
- 15.5. Either Party may terminate immediately if the other becomes insolvent or is unable to perform through death or incapacity, subject to applicable insolvency law.
- 15.6. On suspension or termination, the Client will pay fees and expenses properly due for work completed, a fair amount for work in progress, authorised commitments and reasonable costs necessarily caused by orderly suspension or closure, except to the extent caused by BCAE's material breach.
- 15.7. Following payment, BCAE will provide the Client with copies of completed project information not previously issued, subject to the licence and the agreed information formats. BCAE is not required to complete unfinished work.

16. Complaints and disputes

- 16.1. A concern should first be raised with the BCAE project director. A formal complaint should then be sent to the complaints contact identified in the Appointment or to info@bcae-architects.co.uk. BCAE will provide and follow its written complaints procedure.
- 16.2. The Parties will first try to resolve a dispute through direct discussion. Either Party may propose mediation through a mediator agreed by the Parties.
- 16.3. Where the Construction Act applies, either Party may refer a dispute arising under the Contract to adjudication at any time. The adjudicator will be appointed by agreement or, failing agreement, nominated by the Royal Institute of British Architects. The adjudication procedure will comply with the Construction Act and, where applicable, the Scheme for Construction Contracts.
- 16.4. Where the Construction Act does not apply, the Parties may refer a dispute to adjudication only where they have expressly agreed to do so in the Appointment or after the dispute has arisen.
- 16.5. Subject to any applicable right to adjudication, either Party may bring proceedings in the courts of England and Wales. Arbitration will apply only where expressly selected in the Appointment or agreed by the Parties after the dispute has arisen.
- 16.6. These dispute provisions do not prevent the Client from using BCAE's complaints procedure or referring a professional conduct complaint to the Architects Registration Board or, where applicable, the Royal Institute of British Architects. Those bodies do not generally determine contractual compensation claims.

17. Notices, law and general provisions

- 17.1. A notice under the Contract must be in writing and sent by hand, prepaid post or email to the address stated in the Appointment or a later notified address. Email is treated as received on the day sent if sent before 5.00 pm on a Working Day, otherwise on the next Working Day. This does not apply where the sender receives a delivery failure message.

- 17.2. A day means a calendar day unless stated to be a Working Day. Where a period ends on a public holiday in England, it ends on the next Working Day.
- 17.3. The Contract is governed by the law of England and Wales and, subject to clause 16, the courts of England and Wales have jurisdiction.
- 17.4. Provisions concerning payment, copyright, liability, confidentiality, data, disputes and any accrued rights continue after completion or termination for as long as necessary to give them effect.

Principal Designer schedules

Schedule 1 - CDM Principal Designer Services

- Plan, manage and monitor the Pre-construction Phase and coordinate health and safety matters during that phase, so far as is reasonably practicable.
- Apply the general principles of prevention when design, technical and organisational decisions and the timing of work are considered.
- Identify foreseeable risks arising from design and, so far as reasonably practicable, eliminate them or reduce and control those that remain.
- Take reasonable steps within BCAE's control to coordinate cooperation and compliance by designers and others working during the Pre-construction Phase.
- Assist the Client in assembling and providing Pre-construction Information to designers and contractors in an appropriate and convenient form.
- Liaise with the Principal Contractor and provide information relevant to planning, managing and monitoring the Construction Phase.
- Provide information held by BCAE that is relevant to preparation of the Construction Phase Plan.
- Prepare a Health and Safety File appropriate to the Project, review and update it during BCAE's appointment, and pass it to the Client at the end of the Project or to the Principal Contractor if BCAE's appointment ends earlier.
- These Services apply only for the period stated in the Appointment and are subject to timely cooperation and information from the Client, designers, Contractor, Principal Contractor and Other Consultants.

Schedule 2 - Building Regulations Principal Designer Services

- Plan, manage and monitor the design work during the design phase and coordinate design matters so that all reasonable steps are taken to support compliance with the Relevant Requirements if the work is built in accordance with the design.
- Take reasonable steps to coordinate designers, design information and cooperation between the Client, designers, Principal Contractor and others involved in the design work.
- Take reasonable steps within BCAE's control to ensure that designers and others involved in the design work comply with their duties under Part 2A of the Building Regulations.
- When the Principal Contractor has been appointed, liaise and share information relevant to planning, managing and monitoring building work and coordinating building work with design work.
- Receive and have regard to relevant comments made by the Principal Contractor about design compliance.
- When requested, assist the Client to provide information reasonably required by designers and contractors for the Client to perform its Building Regulations duties.
- When BCAE's appointment ends, provide the arrangements document, information and statements required by the Building Regulations within the applicable statutory periods.
- Where BCAE replaces another Building Regulations Principal Designer, review the previous arrangements and make the notifications and provide the information required by the Building Regulations.
- Where required at completion, provide the signed Building Regulations Principal Designer statement within the applicable statutory period.

These Services apply only for the period stated in the Appointment. They do not make BCAE responsible for the design, competence, work or statutory compliance of another designer, contractor or specialist, although BCAE remains responsible for carrying out its coordination duties with reasonable skill, care and diligence.

