

DESIGN SECURE (R. Dewing) - TERMS OF BUSINESS 2023

1. Our Services

In all dealings with our clients we aim to provide a high quality of service, to identify our clients' objectives and to achieve them whilst working to the ACE Code of Conduct. We hope you find us friendly and approachable, as we aim to develop a good relationship with our clients based on good communications.

2. Communications

We will be able to achieve the best results for you if you provide us with as much information as possible at the outset. Please tell us as soon as you can of any changes in your objectives or requirements, or if you receive any new information which may be relevant. We aim to ensure that clients are well informed about the progress of their project. If at any time you are uncertain about what is happening, please ask us.

3. Responsibility for your Work

The director plays an active part in the management of your work. Each project is supervised by the director in association with a senior member of staff and if that person is not carrying out all the day to day work, you will also be given the name of the member of staff who will be dealing with it. Other people may also help on a project from time to time.

4. Problems or Complaints

We aim to offer our clients an efficient and cost effective service, but if there is any aspect of our work with which you are unhappy, please let us know.

You should in the first instance address any query or complaint to the Engineer or other member of staff dealing with the work. In most cases, he or she will be able to resolve the query or complaint with you. However, if that is not possible or if you prefer to do so, please raise your concern with the director responsible for the supervision of the project who will ensure that the matter is fully investigated. We will try to resolve any problems quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves.

5. Confidentiality

We pride ourselves on our Client confidentiality, and would not pass on information to others unless you instruct us to do so or if we are required to do so by law.

6. Storage of Documents

On completion of a project and following payment, we will return to you at your request, any documents or papers to which you are entitled. Any papers not so requested will be retained on our file. Our files are stored for a minimum of two years but may be destroyed after that. We reserve the right to charge for the production of copies or the examination of files, drawings or documents held by us. Although we will take reasonable care, we do not accept responsibility for loss or damage to any such papers, drawings or documents.

7. Copyright

We assert copyright in the documents we produce. Advice given and documents prepared are for your use only and may not be used or copied for or by any third party without our express written consent.

All intellectual property rights and copyrights remain fully vested with us until payment in full of all monies due has been made.

8. Our Fees

Our fees will be charged out in one of three ways:-

- Firstly, as a "Lump Sum" when we will provide a specific service for a specified sum, as noted in our Letter of Appointment.
- Secondly, as "Time Charges" for the services as described in our Letter of Appointment or additional services as follows:-

£75 per hour for Senior Engineering Staff
£70 per hour for Other Engineering or Autocad Technicians
£60 per hour for Technicians, Technologists & CDM Coordinator
£50 per hour for Technical Assistants

- Thirdly, as a "Percentage" of construction costs based on scale, complexity and type of project in accordance with indicative percentage fee scales. The percentage will be confirmed in our Letter of Appointment.

Our charges are inclusive of Local Taxes, disbursements and payments made on your behalf. Local Taxes, where applicable, are Included in all fees and disbursements at the current standard rate.

We reserve the right to review our rates on an annual basis, and will inform you of any changes made and the dates from which they are applicable.

9. Estimates

Any estimate we give in respect of our fees is based on our experience of handling similar matters. However, no two projects are ever the same. In some situations we may need to revise our original estimate. We will tell you as soon as we can if the work will be more complicated or take longer than we originally thought.

10. Disbursements

Expenses and disbursements properly incurred in connection with our appointment will be charged at a rate of 5% in addition to fees and will include, but not be limited to the cost of:

- Obtaining or making copies of drawings and other documents
- Travel
- Printing

Purchase of any maps and printed contract documentation will be charged at the purchase price.

Any other expenses incurred with your prior authorisation and any disbursements made on your behalf, for example the statutory fees to accompany applications for Planning Permission and Building Regulations approval, will be charged at net cost plus a handling charge of 10% of the outlay.

11. Invoices

It is our normal practice to deliver invoices at regular intervals during the course of a project, upon completion of a specific work stage or on a monthly basis. Payment is due within 30 days of the date on the invoice. We reserve the right to charge interest on amounts outstanding at the end of the agreed credit period in accordance with the guidelines laid down in The Late Payment of Commercial Debts (Interest) Act 1998.

Projects with a total invoice value less than £1000 will be billed in full at the agreement of works and must be paid prior to issuing of completed documentation.

If you do not pay an invoice on time or do not reimburse us for payments made on your behalf, we reserve the right to stop working for you and to charge you for the full amount of work we have done for you. Should a work stage not be completed for any reason, then we will make a charge for the work which was carried out.

If we have to pass the debts to a collection company, additional monies and court costs will be passed back to the client.

12. Liability

Where we act for more than one person but receive instructions from only one of them, we shall assume that that person has the authority of the others to instruct us. Each of those persons is fully liable for all matters relating to the work which we do and is also responsible for the full amount of our fees.

Where it is necessary for us to instruct others, such as consultants, specialists or agents to carry out work, we will do so as agents on your behalf and you will be responsible for their charges, unless otherwise agreed. We do not have any responsibility for the advice or work carried out by such third parties.

For the protection of our clients we maintain professional indemnity insurance. Our cover is current and is reviewed each year. It is a condition of our accepting instructions in any matter that our liability in relation to that matter shall not exceed the amount of the fee paid to us for works. Cover underwritten by Zurich plc Zurich House, Ballsbridge Park, Dublin 4, Ireland via Kingsbridge Risk Solutions Ltd.

13. Principle Designer

The roles undertaken will not include Principle Designer under the terms of CDM unless this is a specified requirement agreed in advance.

14. Withdrawal of Instruction

You are entitled to change Engineers at any time but are responsible for the fees and other outstanding payments due to us at the time of the change. We are entitled to hold any drawings, files or other papers until we receive payment in full.

15. Third Parties

Our work will be carried out solely for your benefit and not for the benefit of any third party.

16. Variations

These terms may only be varied by written agreement signed by a Director of Design Secure.

17. Applicable Law

These terms are governed by English law and are subject to the exclusive jurisdiction of the Courts in England.