

...as architecture

Standard Terms & Conditions of Engagement

Innovation Consultancy · Homes, Sustainability & Energy · Architecture & Design

A PLAIN ENGLISH SUMMARY

This summary gives you a quick overview of the most important points in plain language. It does not replace the full terms below, which apply in all cases.

- A. **Who we are.** ...as architecture is Andrew Sutton, an innovation consultant and RIBA-chartered architect based in Cardiff. We work primarily on homes, domestic energy, sustainability, and retrofit — helping clients with design, strategy, policy, technical assessments, research, and related services.
- B. **What we agree.** The work we do for you is described in a Client Brief — which can be a formal letter, an email exchange, or a note of what we agreed in conversation (if you don't correct it within 5 working days, it becomes our agreed record). These standard terms apply to all our work unless we've specifically agreed something different in writing.
- C. **Our fees.** Fees are set out in the Client Brief and don't include VAT. Expenses are charged at cost plus a 10% administration charge. Our fees are reviewed every 1 January and may increase in line with CPI inflation; we'll give you at least 30 days' notice.
- D. **Payment.** Invoices are due within 15 days. Late invoices attract interest at 5% above Bank of England base rate. We may pause work if invoices go unpaid.
- E. **Stopping work.** You can end the engagement in writing at any time. You'll be charged for work done up to 15 working days after we receive your notice. If a project goes on hold for 6 months or more, we may treat it as ended or apply holding costs.
- F. **What kind of work this is.** Our work is strategic, advisory, and early-stage. We are not the detailed technical designer, structural engineer, or Principal Designer under Building Safety or CDM legislation unless we specifically agree that in writing. You are responsible for commissioning detailed technical design from appropriate professionals to overlay our strategic input.
- G. **Our liability.** We carry Professional Indemnity Insurance and work with care and skill. Our total liability is capped at fees paid in the previous 12 months. We are not liable for indirect losses. Where others share responsibility for a loss, we only pay our fair share (net contribution). Our services are business-to-business; the Consumer Rights Act does not apply.
- H. **Keeping up to date.** We work hard to stay current with legislation, policy, and best practice, but given the pace of change in our fields we cannot guarantee every piece of advice reflects the very latest position. For compliance-critical decisions, please verify the current position independently.
- I. **Your outputs are yours.** Reports and other outputs we produce for your project are licensed exclusively to you for that project only. You can't pass them on without our agreement. If commercially confidential, we won't share them. Collateral warranties for third parties (e.g. funders or purchasers) are available but require a separate agreement and additional fee.
- J. **Our tools stay ours.** The tools, methods, and innovations we use or develop belong to us. Your materials and background knowledge remain yours throughout.
- K. **AI tools.** We may use AI tools in our work. We remain professionally responsible for all outputs regardless of how they are produced. We won't put your confidential information into AI systems without your agreement.

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- L. **Complaints.** If something isn't right, please contact us promptly. We have a formal complaints procedure (clause 20) and will aim to respond within 20 working days. Unresolved complaints go to mediation before court.
- M. **Environment.** We are committed to minimising our carbon footprint and will bring whole-life carbon considerations to your attention where relevant to the project.
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The full legal terms follow. These apply in all cases.

1. DEFINITIONS AND INTERPRETATION

In these Terms, the following expressions have the meanings set out below:

"Background IP" means all Intellectual Property Rights owned by or licensed to a party that are brought to or used in connection with the Engagement independently of it, whether pre-existing or developed separately from the Engagement.

"BSA 2022" means the Building Safety Act 2022 and any regulations made thereunder, as amended from time to time.

"CDM Regulations" means the Construction (Design and Management) Regulations 2015 (SI 2015/51), as amended from time to time.

"Charges" means the Fees and any Expenses payable by the Client under these Terms.

"Client Brief" means the document, letter, email, exchange of messages, or written note of a verbal agreement between the parties recording some or all of the following: the scope of the Engagement; the Fee proposal or rate schedule; the programme; and any project-specific terms. A written note of a verbal agreement shall be treated as an agreed Client Brief if the Client does not notify ...as architecture in writing of any correction or objection within 5 working days of it being provided. References to a Client Brief include any subsequent written variation agreed by both parties.

"Client" means the instructing person, company, organisation, or other entity identified in the Client Brief as the client, referred to in these Terms as 'you' or 'your'.

"Client Materials" means all documents, data, drawings, specifications, images, software, tools, methodologies, Background IP, and other materials of any kind provided to ...as architecture by or on behalf of the Client in connection with the Engagement, and any Intellectual Property Rights subsisting therein. Client Materials remain the property of the Client at all times and ...as architecture acquires no rights in them other than as set out in clause 11.5.

"Confidential Information" means any information disclosed (whether in writing, orally, visually, or by any other means) by one party to the other in connection with the Engagement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, and includes all Foreground IP in which the disclosing party owns the Intellectual Property Rights.

"Consultant" means Andrew Sutton trading as ...as architecture, of [ADDRESS, CARDIFF], email hello@as-architecture.co.uk, referred to in these Terms as 'we', 'us', 'our', or '...as architecture'.

"Consultant Materials" means all Background IP belonging to ...as architecture, together with Foreground IP in the Consultant's Results (as allocated in clause 14.2), including all tools, templates, spreadsheets, databases, processes, methods, workflows, software, inventions, innovations, visual assets, images, and proprietary scoring or assessment frameworks, whether pre-existing or created or improved during the Engagement — in each case expressly excluding Client Materials, and unless the parties have specifically agreed otherwise in writing before the relevant work was undertaken. Improvements to ...as architecture's general tools, methods, or processes that arise from experience

gained during an Engagement are Consultant Materials even where that Engagement provided the stimulus.

“CPI” means the Consumer Prices Index as published by the Office for National Statistics (or any successor index), measured over the twelve-month period ending on 30 November each year.

“Deliverables” means any output work product produced by ...as architecture specifically for the Client in performance of the Engagement, including reports, drawings, specifications, assessments, and similar documents, but expressly excluding Consultant Materials.

“Engagement” means the consultancy services agreed between the parties as described in the Client Brief and these Terms, which are primarily focused on domestic buildings, homes, and the residential sector as further described in clause 4.

“Expenses” means reasonable and properly incurred disbursements, travel, accommodation, printing, statutory fees, survey costs, and other out-of-pocket costs as set out in clause 6.

“Fee” means the fee, fee percentage, rate, or time-charge proposal made in the Client Brief.

“Force Majeure Event” means any event beyond the reasonable control of the affected party, including but not limited to acts of God, pandemic, epidemic, civil unrest, war, terrorism, flood, fire, governmental action, extended illness or incapacity of key personnel, and unavailability of third-party infrastructure or digital services essential to performance.

“Foreground IP” means all Intellectual Property Rights in the Results — that is, in any information, data, techniques, know-how, results, inventions, discoveries, reports, drawings, specifications, software, or other materials identified, developed, or created in the course of the Engagement.

“Grant Conditions” means where the Engagement is connected with any publicly funded or grant-funded programme (including but not limited to Innovate UK, Horizon, or any UK Government fund), the terms and conditions attached to that funding. Where Grant Conditions apply, they take precedence over these Terms to the extent of any conflict, including in relation to Intellectual Property Rights.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names, domain names, rights in designs (registered and unregistered), database rights, rights in know-how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered, together with all applications and rights to apply for registration, and all rights of action in relation to infringement of any of the above.

“Know-how” means unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, and specifications) which is not in the public domain.

“Permitted Purpose” means the sole use of Deliverables for the purposes of the specific domestic project or scheme identified in the Client Brief, as further described in clause 14.

“Principal Designer” means the role of Principal Designer as defined in regulation 5 of the CDM Regulations and/or the role of Building Regulations Principal Designer as defined under Part 2A of the Building Regulations 2010 (as inserted by the BSA 2022), each being a statutory appointment distinct from general design or advisory consultancy.

“Results” means all information, data, techniques, Know-how, results, inventions, discoveries, reports, drawings, specifications, software, and materials (regardless of form or medium) identified or first reduced to practice, writing, or any tangible form in the course of the Engagement.

“Statutory Design” means design as defined in regulation 2 of the CDM Regulations, being drawings, design details, specifications, bills of quantities, and the specification of articles, substances, or energy relating to a structure, as distinct from strategic, advisory, policy, or concept-level input.

“Terms” means these Standard Terms and Conditions of Engagement, as amended from time to time.

1.2 References to clauses are to clauses of these Terms. Headings are for convenience only. The singular includes the plural and vice versa. 'Including' and similar expressions are not words of limitation. References to 'writing' include email.

2. APPLICATION OF THESE TERMS

- 2.1 These Terms apply to every Engagement unless varied or excluded by written agreement signed by both parties. In the event of any conflict between these Terms and a Client Brief, the Client Brief shall take precedence to the extent of the conflict only.
- 2.2 Payment of any invoice issued in connection with an Engagement shall be deemed conclusive acceptance by the Client of these Terms in relation to that Engagement and all subsequent work under the same Client Brief, unless the Client has previously communicated written objection to specific terms.
- 2.3 No variation to these Terms shall be binding unless agreed in writing by ...as architecture. Verbal agreements, course of dealing, or silence shall not constitute variation, save as provided for in the definition of Client Brief in clause 1.
- 2.4 These Terms supersede all previous standard terms and conditions issued by ...as architecture and apply from the date shown on the version above.

3. APPOINTMENT AND COMMENCEMENT

- 3.1 The Engagement commences on the date of the Client Brief, or on the date on which ...as architecture first undertakes work for the Client in connection with the project, whichever is earlier.
- 3.2 ...as architecture will maintain the confidentiality of all information concerning the Client's affairs gathered in the course of the Engagement, including any information arising from credit or reference checks. No liability for damages or consequential losses suffered as a result of any inadvertent breach of confidentiality by ...as architecture or any person acting for ...as architecture is accepted, provided ...as architecture has taken reasonable steps to maintain confidentiality.
- 3.3 ...as architecture will not take instructions from two or more directly competing clients for projects geographically within five miles of one another where the project type is business-critical to both clients, without first informing each potential client of the general nature of the other scheme on a confidential basis.

4. SCOPE OF SERVICES

- 4.1 ...as architecture's services are primarily focused on the domestic and residential sector, including homes, dwelling houses, flats, and residential developments. The specific scope of each Engagement is defined by the Client Brief and may include any combination of the following areas as described therein: design, technical specification and assessment; energy performance, sustainability, and retrofit; innovation consultancy; policy analysis and advice; strategy development; research and thought leadership; technology assessment and recommendation; data analytics; and any other advisory, consultancy, or intellectual work relating primarily to domestic buildings, homes, and the residential built environment. This list is indicative and not exhaustive; the Engagement covers whatever is agreed in the Client Brief.
- 4.2 **Non-domestic context.** Where the Engagement requires reference to, comparison with, or contextual analysis of non-domestic buildings, commercial premises, or mixed-use developments (for example where these provide relevant benchmarks, policy context, or form part of a mixed-use scheme that includes a domestic element), ...as architecture may provide such contextual information as part of the Engagement. However, any such reference to non-domestic buildings or uses is provided for context only. ...as architecture provides no warranty, guarantee, or assessment of fitness for purpose in relation to non-domestic buildings or uses, accepts no liability of any kind for reliance upon information relating to non-domestic buildings or uses, and such information is expressly excluded from the scope of ...as architecture's professional indemnity insurance obligations under clause 13. This

exclusion does not affect any Intellectual Property Rights or invention rights arising from such work, which are governed by clause 14.

- 4.3 ...as architecture shall provide services with reasonable skill, care, and diligence consistent with the standards of a competent professional in the relevant field at the time of performance.
- 4.4 Any material change to the agreed scope, programme, or project parameters may result in an adjustment to the Fee. ...as architecture will notify the Client in writing within ten working days of becoming reasonably aware that the Fee will be affected. Unless the Client notifies ...as architecture in writing of objection within ten working days of that notification, the revised Fee shall apply from that point.
- 4.5 ...as architecture may engage suitably qualified sub-consultants to assist in delivery of the Engagement. ...as architecture remains responsible to the Client for work performed by such sub-consultants.
- 4.6 Unless expressly included in the Client Brief, the Engagement does not include expert witness services, legal opinions, financial advice regulated by the Financial Conduct Authority, or detailed construction contract administration.
- 4.7 **Currency of knowledge.** ...as architecture shall use reasonable endeavours to remain current with applicable legislation, government policy, industry best practice, technical standards, and emerging technologies relevant to the Engagement. However, ...as architecture cannot guarantee that all information provided reflects the very latest developments at the precise date of delivery, given the pace and volume of change in the fields of domestic energy, sustainability, building regulations, and related policy. Where ...as architecture becomes aware of a material change to legislation, policy, or best practice that is directly relevant to work already delivered or in progress, ...as architecture will use reasonable endeavours to notify the Client promptly. The Client should seek confirmation of the current regulatory or policy position before relying on any advice for compliance or enforcement purposes.
- 4.8 **Nature of design input: strategic and advisory only.** Where the Engagement includes 'design' as part of its scope, this refers to early-stage, strategic, or concept-level design input only. It does not constitute, and shall not be taken to constitute, Statutory Design within the meaning of the CDM Regulations, nor detailed technical design for the purposes of the Building Regulations, the BSA 2022, or for structural, mechanical, electrical, or other engineering purposes. ...as architecture's design input is intended to define strategic direction and inform the brief for physical works; the Client is responsible for appointing suitably qualified and competent design professionals to provide the detailed technical design, construction specifications, structural and engineering calculations, building control compliance drawings, and other documentation required to obtain statutory consents or execute physical works safely and in compliance with all applicable legislation.
- 4.9 **Not Principal Designer.** ...as architecture shall not act as, and shall not be deemed to be, Principal Designer under the CDM Regulations or Building Regulations Principal Designer under the BSA 2022 and Part 2A of the Building Regulations 2010, unless this role is expressly agreed in a separate written appointment for that purpose. Where such a separate appointment is made, it will be on separate terms, at separately agreed fees, and ...as architecture's competency to fulfil the Principal Designer role for the specific project shall be confirmed in writing before the appointment takes effect. For the avoidance of doubt, the performance of strategic, advisory, or concept-level design services under these Terms does not, in itself, constitute acting as a designer for CDM purposes in respect of detailed Statutory Design decisions.
- 4.10 The Client acknowledges that ...as architecture's strategic, advisory, and early-stage design input does not replace the need for detailed technical design, construction specifications, structural and engineering calculations, building control compliance drawings, or other detailed documentation required to obtain statutory consents or execute physical works safely. The Client accepts responsibility for commissioning such detailed technical work from appropriately qualified and competent professionals. ...as architecture accepts no liability for any loss or damage arising from the Client's failure to commission appropriate detailed technical design to overlay and develop ...as architecture's strategic input.

5. FEES AND CHARGES

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- 5.1 The Fee is as set out in the Client Brief. All Fees are strictly tied to the agreed scope, programme, and project parameters described therein. Variations to any of these may affect the Fee and give rise to additional charges.
 - 5.2 Where no fixed Fee or other mechanism is specified in the Client Brief, professional time will be charged at the hourly or daily rate then applicable. A schedule of current charge rates will be provided to the Client within ten working days of a written request.
 - 5.3 All Fees are exclusive of Value Added Tax (VAT), which will be added at the prevailing rate where applicable and must be paid by the Client in addition to the Fee.
 - 5.4 All Fees are exclusive of Expenses. Expenses are payable in addition to the Fee as set out in clause 6.
 - 5.5 **Annual Inflation Adjustment.** Unless specifically agreed otherwise in writing in the Client Brief, all Fees and published charge rates shall be reviewed annually on 1 January each year, regardless of when the Engagement commenced. ...as architecture may apply an adjustment equivalent to the annual percentage change in CPI for the twelve-month period ending on the preceding 30 November. ...as architecture shall notify the Client of the revised rate in writing not less than 30 days before it takes effect (i.e. by 1 December at the latest). Where the CPI figure is negative, no downward adjustment shall be applied unless the parties agree otherwise in writing.
 - 5.6 Should the Client wish to transfer or novate this Engagement to a third party, a surcharge of 10% of the estimated construction contract value (or, where no construction value applies, 10% of the total Fees to date and reasonably projected to completion) will be levied by ...as architecture on the Client to reflect the administrative burden and commercial risk of such transfer.

6. EXPENSES AND DISBURSEMENTS

- 6.1 Expenses are payable by the Client in addition to the Fee. Expenses include, without limitation: travel costs (mileage at the HMRC approved rate, rail, or other transport); accommodation; parking; printing and reprographics; postage and courier; statutory authority fees; purchase of maps, plans, or survey data; software licences or data services procured specifically for the project; and other materials or external services required to meet the agreed scope.
- 6.2 Where reasonably practicable, ...as architecture will notify the Client in advance of any individual Expense likely to exceed £500 excluding VAT before it is incurred.
- 6.3 Expenses will be charged at cost plus a 10% administration charge to cover handling, coordination, and management time. The administration charge is applied to the net cost before VAT. Where a specific disbursement handling arrangement has been agreed in the Client Brief, that arrangement takes precedence.
- 6.4 All Expenses are exclusive of VAT, which will be added at the prevailing rate where applicable.

7. INVOICING AND PAYMENT

- 7.1 Invoices will typically be issued at the end of each calendar month for work undertaken and Expenses incurred during that month, unless a different invoicing schedule is specified in the Client Brief.
- 7.2 Invoices are due for payment in full within 15 days of the date shown on the invoice ('the Due Date').
- 7.3 Payment shall be made by bank transfer to the account details shown on the invoice. Time of payment is of the essence.
- 7.4 The Client may not withhold payment of any sum due under the Engagement by reason of claims or alleged claims against ...as architecture, unless the amount to be withheld has been agreed in writing as being due to the Client, or has been awarded in the Client's favour by adjudication, arbitration, or litigation arising out of or under this Engagement. Save as aforesaid, all rights of set-off at common law or in equity are hereby expressly excluded.

8. LATE PAYMENT AND DEFAULT

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- 8.1 Overdue invoices shall bear interest from the Due Date at a rate of 5% per annum above the Bank of England base rate, accruing daily until payment is received in full. Separate interest invoices will be generated and issued at the end of each calendar month and are payable on the same 15-day terms.
 - 8.2 In the event of the Client being in default of payment of any Fee or other sums due, ...as architecture may, by written notice to the Client identifying the obligations affected, suspend or terminate its obligations under the Engagement. The Client's right to use the Deliverables shall be suspended from the date of such notice until all outstanding amounts are paid in full.
 - 8.3 In the event of suspension under clause 8.2, ...as architecture shall resume performance upon receipt of all outstanding amounts. The Client's obligations under these Terms remain unaffected during any period of suspension.
 - 8.4 The rights in this clause 8 are without prejudice to any other rights or remedies ...as architecture may have.
 - 8.5 The Late Payment of Commercial Debts (Interest) Act 1998 (as amended) shall also apply where applicable.

9. TERMINATION

- 9.1 The Client may terminate the Engagement at any time by giving written notice to ...as architecture. In that event, the Client shall be liable for all Charges in respect of work undertaken up to and including the date falling 15 working days after the date on which the written notice of termination is received by ...as architecture ('the Termination Liability Period'). Any work reasonably commenced or in progress within the Termination Liability Period that cannot practicably be halted without incurring cost shall be included in the final account.
- 9.2 ...as architecture may terminate the Engagement if circumstances arise which ...as architecture reasonably believes could prejudice its professional independence, integrity, financial security, or business reputation, or where the Client is in material or persistent breach of these Terms. ...as architecture shall notify the Client in writing, giving not less than five working days' notice where reasonably practicable. The Client shall be liable for all Charges in respect of work undertaken up to the date on which written notice of termination is received by the Client.
- 9.3 Termination of the Engagement shall not affect any rights, liabilities, or obligations that have accrued prior to termination, including the right to payment for work performed. Clauses 12 (Liability), 14 (Intellectual Property), 15 (Confidentiality), and 25 (Governing Law) survive termination.

10. SERVICE PROVISION AND PERFORMANCE

- 10.1 ...as architecture will use reasonable endeavours to perform the Engagement within any timescales agreed in the Client Brief. Any such timescales are indicative unless expressly stated to be of the essence.
- 10.2 ...as architecture shall not be liable for any delay in or failure of performance arising directly or indirectly from a Force Majeure Event. This includes, without limitation, the failure or unavailability of third-party technology, cloud services, software platforms, utilities, data feeds, energy modelling tools, or internet infrastructure that ...as architecture reasonably relies upon in the delivery of services, provided that:
 - (a) ...as architecture notifies the Client as soon as reasonably practicable of the nature and expected duration of the disruption;
 - (b) ...as architecture takes reasonable steps to mitigate the effect of the disruption; and
 - (c) the disruption does not arise from ...as architecture's own negligence or breach.
- 10.3 Where a Force Majeure Event or service disruption prevents performance for a continuous period of more than 30 working days, either party may terminate the Engagement on written notice without liability to the other, save that the Client shall remain liable for all Charges accrued up to the date of disruption.
- 10.4 ...as architecture's ability to perform is contingent on the Client providing timely instructions, approvals, information, access, and decisions as reasonably required. Delays caused by the Client's failure to provide such

inputs may result in programme extensions and/or additional Charges, of which ...as architecture will give reasonable advance notice.

10.5 ...as architecture reserves the right to update, modify, or discontinue any particular tool, method, or platform used to deliver the Engagement where equivalent or improved functionality is available, provided that the quality and scope of the Deliverables are not materially affected.

10.6 **Key person.** ...as architecture is operated as a sole trader by Andrew Sutton. In the event of Andrew Sutton's extended illness, incapacity, or other personal circumstance that prevents performance of the Engagement for a period exceeding 10 working days, ...as architecture will notify the Client as soon as reasonably practicable and will use reasonable endeavours to arrange suitable cover from appropriately qualified sub-consultants, subject to the Client's agreement. Where suitable cover cannot be arranged, or where the Client does not agree to any proposed cover, either party may treat the matter as a Force Majeure Event under clause 10.2 and proceed accordingly. Prolonged incapacity exceeding 30 working days that prevents substantive performance shall entitle either party to terminate the Engagement on written notice, with the Client liable only for Charges accrued to the date of termination.

11. CLIENT OBLIGATIONS

11.1 The Client shall provide ...as architecture with all information, data, access, and approvals reasonably necessary to enable performance of the Engagement, and shall do so in a timely manner.

11.2 The Client warrants that any information or data it provides to ...as architecture is, to the best of its knowledge, accurate and complete. ...as architecture shall not be responsible for errors in Deliverables arising from inaccurate or incomplete information provided by the Client.

11.3 Where the Engagement involves assessments, certifications, or regulatory submissions relating to domestic properties, the Client is responsible for ensuring that ...as architecture is given access to the property and all relevant records. ...as architecture accepts no liability for non-compliance where access or records have not been provided.

11.4 The Client shall appoint a single point of contact with authority to give instructions and approvals. Instructions from third parties will not be actioned without prior written confirmation from the designated Client contact.

11.5 The Client grants to ...as architecture a non-exclusive licence to use Client Materials for the sole purpose of performing the Engagement. ...as architecture shall use Client Materials only for that purpose and shall not disclose them to third parties except as permitted under clause 15.

11.6 The Client warrants that: (a) it has full right and authority to provide Client Materials to ...as architecture and to grant the licence in clause 11.5; (b) ...as architecture's use of Client Materials for the purposes of the Engagement will not infringe any third party's Intellectual Property Rights; and (c) the Client has obtained all necessary consents for the processing of any personal data included in Client Materials.

12. LIABILITY AND WARRANTIES

12.1 ...as architecture's total aggregate liability to the Client under or in connection with the Engagement (whether in contract, tort including negligence, breach of statutory duty, or otherwise) shall not exceed the total Fees actually paid by the Client to ...as architecture in the twelve-month period immediately preceding the date on which the event giving rise to the claim first occurred.

12.2 ...as architecture shall not be liable to the Client for any indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss of contracts, loss of goodwill, loss of data, or business interruption, whether or not such losses were foreseeable or ...as architecture had been advised of the possibility of such losses.

12.3 **Exclusion for non-domestic work.** ...as architecture provides no warranty and accepts no liability of any kind in connection with any part of the Engagement that relates to non-domestic buildings or uses, including any

contextual information provided under clause 4.2. Any reliance by the Client or any third party on such information is entirely at their own risk. This exclusion does not affect Intellectual Property Rights or invention rights, which are governed by clause 14.

- 12.4 **Third-party IP warranty.** ...as architecture warrants that, to the best of its knowledge at the date of delivery, the Deliverables do not knowingly infringe any third party's Intellectual Property Rights. Where third-party materials, datasets, or software are incorporated into Deliverables, ...as architecture will identify these and confirm the basis on which they are used. This warranty does not extend to Client Materials or to modifications made to Deliverables by the Client after delivery.
- 12.5 Nothing in these Terms shall limit or exclude either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited by applicable law.
- 12.6 ...as architecture does not warrant that Deliverables will be free from error, but will exercise reasonable professional skill and care in their preparation. Where an error in a Deliverable is identified, ...as architecture's obligation shall be limited to using reasonable endeavours to correct the error within a reasonable timeframe.
- 12.7 The Client shall have the right to assign the benefit of ...as architecture's liability and warranties in respect of Deliverables on one occasion, provided that: (a) ...as architecture is notified in writing in advance; (b) the assignment is on the same terms and conditions as set out in the Client Brief and these Terms; and (c) the assignment is not deemed to have occurred until ...as architecture has confirmed it in writing. Further assignments require ...as architecture's prior written consent and may be subject to a fee.
- 12.8 In the event that ...as architecture agrees to novate this Engagement to a third party, the Client shall act as guarantor for all Fees agreed to that point and subsequently, and shall become liable for payment of these should the third party default for any reason including insolvency.
- 12.9 **Net contribution.** Where loss or damage suffered by the Client is caused partly by ...as architecture's breach or negligence and partly by the act, omission, or default of any other person (including any other consultant, contractor, sub-contractor, or adviser engaged on the project), ...as architecture's liability shall be limited to that proportion of the loss or damage which it would be just and equitable for ...as architecture to pay having regard to its relative responsibility for the loss or damage. ...as architecture shall not be jointly and severally liable for losses caused wholly or partly by the act or omission of others. This clause does not limit ...as architecture's liability below zero, and does not apply to any liability that cannot be limited by law.
- 12.10 **Building Safety Act 2022 and Defective Premises Act 1972.** ...as architecture acknowledges that the BSA 2022 and the Defective Premises Act 1972 (as amended) may impose obligations and extend limitation periods in relation to work on domestic dwellings. However, ...as architecture's services under these Terms are strategic, advisory, and early-stage in nature and are not intended to constitute the detailed design, construction specification, or technical oversight of physical building works. Where ...as architecture provides strategic or advisory input in connection with a domestic dwelling, the Client acknowledges that: (a) ...as architecture's advice is intended to inform and be overlaid and developed by subsequent detailed technical designers, engineers, and contractors appointed by the Client; (b) the Client is responsible for ensuring that such detailed technical input is obtained; (c) the Client shall not rely on ...as architecture's strategic advice as the sole or primary basis for decisions about the physical construction of any dwelling; and (d) the aggregate liability cap in clause 12.1 applies to any claim under the Defective Premises Act 1972 or the BSA 2022, save to the extent that a court of competent jurisdiction determines that such cap is void by operation of law, in which case liability shall be limited to the fullest extent that is lawfully permissible.
- 12.11 **Business clients only: Consumer Rights Act excluded.** ...as architecture's services are provided exclusively to business clients, developers, local authorities, registered social landlords, public bodies, housing associations, and other commercial or professional entities acting in the course of their trade or business. ...as architecture does not offer its services directly to individual residential consumers. These Terms are not intended to apply as a consumer contract, and the Consumer Rights Act 2015 is excluded from the relationship between ...as architecture and the Client to the fullest extent permitted by law. Where any Client proposes to use ...as

architecture's services or Deliverables in a context that involves direct provision to, or reliance by, residential consumers, the Client accepts full and sole responsibility for ensuring compliance with all applicable consumer protection legislation, and shall indemnify and hold harmless ...as architecture against any claim brought by any third party in reliance on the Consumer Rights Act 2015 or any other consumer legislation.

13. PROFESSIONAL INDEMNITY INSURANCE

- 13.1 ...as architecture shall maintain Professional Indemnity Insurance ('PII') throughout the period of the Engagement and for a period of six years following completion or termination, provided that such cover can be procured from a reputable insurer at a commercially acceptable premium. Where PII cannot be obtained at a commercially acceptable rate, ...as architecture shall notify the Client as soon as reasonably practicable, and the parties shall discuss in good faith any adjustments to the scope of the Engagement or alternative risk management arrangements.
- 13.2 The scope of ...as architecture's PII cover is intended to be back-to-back with its obligations under these Terms in respect of domestic building work, to the extent that such cover is offered on reasonably standard commercial terms by the relevant insurer. ...as architecture shall not be required to maintain cover on terms materially less favourable than those generally available in the professional indemnity market for comparable domestic consultancy work.
- 13.3 For the avoidance of doubt, ...as architecture's PII does not extend to any liability arising from contextual or advisory information relating to non-domestic buildings or uses provided under clause 4.2, and the exclusion of liability in clause 12.3 reflects this position.
- 13.4 Where any liability under these Terms is stated to be unlimited or is of a type not ordinarily covered by ...as architecture's PII policy, ...as architecture's liability shall in any event be limited to the extent of actual insurance cover in force at the relevant time.
- 13.5 Full details of ...as architecture's current PII cover, including the insurer's identity and the scope of the policy, are available to the Client on written request.

14. INTELLECTUAL PROPERTY AND DESIGN RIGHTS

- 14.1 **Client's Background IP and Client Materials.** All Intellectual Property Rights in Client Materials and the Client's Background IP are and shall remain the sole property of the Client. ...as architecture acquires no rights in Client Materials by virtue of the Engagement other than the limited licence to use them for the purposes of the Engagement as set out in clause 11.5. ...as architecture shall promptly return or securely destroy Client Materials on written request or on termination of the Engagement.
- 14.2 **...as architecture's Background IP and Foreground IP.** All Intellectual Property Rights in ...as architecture's Background IP are and shall remain the sole property of ...as architecture. All Intellectual Property Rights in Results created during the Engagement that are not the Client's Results (as defined in clause 14.3) shall belong to ...as architecture as Foreground IP and form part of the Consultant Materials. This includes all tools, methods, spreadsheets, frameworks, inventions, and other work product created or improved during the Engagement — regardless of whether the Client's project, data, or feedback provided the stimulus — unless the parties have specifically agreed otherwise in writing before the relevant work was undertaken.
- 14.3 **Client's Results and Deliverables.** The Deliverables produced specifically for the Client as outputs of the Engagement are the Client's Results. Subject to full payment of all Charges due, ...as architecture grants the Client an exclusive, royalty-free, perpetual licence to use, copy, and share the Deliverables solely for the Permitted Purpose (being the specific domestic project or scheme identified in the Client Brief). This licence is exclusive in the sense that ...as architecture will not provide the same Deliverables to another party for use on the same project. Exclusivity does not restrict ...as architecture's right to use underlying Background IP, Know-how, skills, experience, and Consultant Materials on other engagements.

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- 14.4 The licence granted in clause 14.3 does not extend to: (a) use on any other project, scheme, or site; (b) commercial exploitation or sub-licensing of the Deliverables beyond the Permitted Purpose; or (c) modification of the Deliverables in a manner that misrepresents ...as architecture's work, without ...as architecture's prior written consent.
- 14.5 The Client may permit other consultants and contractors engaged on the specific project to copy and use the Deliverables solely for purposes related to that project, subject to appropriate obligations of confidentiality where applicable.
- 14.6 **No assignment without consent.** The licence granted in clause 14.3 is personal to the Client and may not be assigned, transferred, novated, or sub-licensed to any other person without the prior written consent of ...as architecture. Any purported assignment in breach of this clause is void.
- 14.7 **Confidential Deliverables.** Where the Client has designated Deliverables as commercially confidential in writing, or has specifically requested in writing that Deliverables not be shared with third parties, ...as architecture shall not provide those specific Deliverables to any other client, organisation, or person for use in any other context. Such Deliverables shall be treated as Confidential Information subject to clause 15. This obligation does not prevent ...as architecture from drawing on the general knowledge, skills, experience, and expertise gained in performing the Engagement, nor from using Consultant Materials or Background IP on other projects.
- 14.8 **Notification of potentially patentable Results.** Where either party identifies a Result that may be patentable or otherwise registrable, it shall promptly notify the other. The parties shall then agree in writing how the costs of any application and the ownership of any resulting registered right shall be apportioned. In the absence of written agreement, ...as architecture shall own any such right as Foreground IP, but shall grant the Client a non-exclusive licence to use the registered right for the Permitted Purpose at no additional cost.
- 14.9 **Records of innovation.** ...as architecture will maintain reasonable contemporaneous records of all research and development work carried out in connection with the Engagement, sufficient to establish the origin, authorship, and date of any Results. Such records will be made available to the Client on reasonable written request where they relate to Deliverables.
- 14.10 **Grant-funded work.** Where the Engagement is connected with any publicly funded or grant-funded programme and Grant Conditions apply, the allocation and exploitation of Intellectual Property Rights shall be subject to those Grant Conditions to the extent of any conflict with this clause 14. The Client shall notify ...as architecture promptly of any Grant Conditions that may affect the Engagement.
- 14.11 **Moral rights and attribution.** ...as architecture asserts the right to be identified as the author of any architectural or design work produced as part of an Engagement, in accordance with the Copyright, Designs and Patents Act 1988.
- 14.12 **Injunctive and equitable relief.** The parties acknowledge that any actual or threatened breach of this clause 14 may cause immediate, substantial, and irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other rights and remedies available at law or in equity, the injured party shall be entitled to seek urgent injunctive or other equitable relief from a court of competent jurisdiction to restrain any such breach or threatened breach — including an order requiring the other party to cease the infringing activity — without the need to demonstrate actual damage, to post a bond, or to prove that damages would be an insufficient remedy. This right is in addition to any right to claim damages or other compensation.
- 14.13 Where any Consultant Material is developed jointly with the Client and the parties specifically agree in writing that joint ownership is appropriate, the terms of such joint ownership (including who bears prosecution costs, restrictions on further licensing and exploitation, and rights of first refusal) shall be set out in a separate written agreement signed by both parties.
- 14.14 **Publicity.** ...as architecture retains the right to publicise and promote any Engagement or Deliverable as part of its portfolio, unless the Client has specifically requested in writing that this does not occur, or has designated the Deliverables as confidential under clause 14.7. Where the Client has made such a request, ...as architecture retains the right to reference information which is, or has otherwise become, publicly available through planning records, building regulations applications, the media, or other independent public sources.

14.15 **Collateral warranties.** Collateral warranties in favour of third parties (including funders, purchasers, tenants, or other parties with an interest in the project) are not included within these Terms and are not provided as a matter of course. Where a collateral warranty is required, ...as architecture may agree to provide one at its sole discretion, subject to: (a) a separate written agreement setting out the specific terms of the warranty; (b) payment of an additional fee to be agreed at the time of the request, reflecting the additional liability exposure and administration involved; and (c) the scope of the warranty not exceeding the scope of ...as architecture's obligations under these Terms. Any collateral warranty shall be on terms no more onerous than those set out in these Terms. The Client shall indemnify ...as architecture against any costs reasonably incurred in negotiating and executing a collateral warranty, whether or not the warranty is ultimately completed.

15. CONFIDENTIALITY

15.1 Each party shall keep the other's Confidential Information strictly confidential and shall not disclose it to any third party without the prior written consent of the disclosing party, except as set out in clause 15.2.

15.2 Either party may disclose Confidential Information: (a) to its employees, officers, sub-consultants, insurers, or professional advisers on a need-to-know basis, provided such persons are subject to equivalent obligations of confidentiality; (b) as required by applicable law, regulation, or court order, provided that the disclosing party gives the other as much advance notice as reasonably practicable; or (c) where the information is or becomes publicly available other than through breach of this clause.

15.3 The obligations in this clause 15 shall survive termination of the Engagement for a period of five years.

15.4 The parties acknowledge that breach of this clause 15 may cause immediate and irreparable harm, and that the injured party shall be entitled to seek injunctive or other equitable relief in addition to any damages, consistent with the principles set out in clause 14.12.

16. DATA PROTECTION AND PRIVACY

16.1 **No personal data without prior agreement.** The Client shall not provide ...as architecture with any information that the Client considers to constitute personal data (within the meaning of the UK GDPR and the Data Protection Act 2018), or that relates to identifiable individuals, without first obtaining ...as architecture's prior written agreement. That agreement shall specify the nature of the personal data to be shared and the basis on which ...as architecture will handle it. ...as architecture reserves the right to decline to receive personal data where it is not reasonably necessary for the performance of the Engagement.

16.2 Where personal data is shared pursuant to a written agreement under clause 16.1, each party shall comply with all applicable data protection legislation in connection with that data. Where ...as architecture processes personal data on behalf of the Client, the written agreement shall incorporate appropriate data processing terms as required by applicable law. In all other cases, each party acts as an independent data controller in respect of any personal data it processes.

16.3 **Other information.** For information shared in connection with the Engagement that does not constitute personal data, ...as architecture will make reasonable and proportionate efforts to maintain the privacy and confidentiality of that information, consistent with the nature and sensitivity of the information and the context in which it was provided. This obligation is in addition to the confidentiality obligations set out in clause 15.

16.4 The Client is responsible for ensuring that any information it provides to ...as architecture — including information relating to third parties such as occupants, tenants, or neighbours — has been collected and may be shared lawfully, and that any necessary consents or legitimate bases for processing are in place before sharing.

16.5 ...as architecture's privacy policy, available on request, sets out how contact and project information is handled in general.

17. ANTI-BRIBERY, SANCTIONS, AND COMPLIANCE

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- 17.1 Each party shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall not engage in any activity, practice, or conduct that would constitute an offence under such legislation.
- 17.2 ...as architecture shall maintain reasonable policies and procedures to prevent bribery and shall promptly report to the Client any request or demand for any undue financial or other advantage in connection with the Engagement.
- 17.3 Each party warrants that it complies with all applicable Modern Slavery Act 2015 obligations and shall promptly notify the other of any actual or suspected instance of modern slavery in its supply chain connected to the Engagement.
- 17.4 **Sanctions.** Each party warrants that it is not, and is not owned or controlled by any person that is, the subject of any financial sanctions administered by the United Kingdom Office of Financial Sanctions Implementation (OFSI), the United Nations Security Council, the United States Office of Foreign Assets Control (OFAC), or any equivalent competent authority ('Sanctions'). Each party shall notify the other promptly in writing if it becomes subject to Sanctions during the Engagement. ...as architecture may immediately terminate the Engagement without liability to the Client if the Client becomes subject to Sanctions, and shall be entitled to retain all sums paid to the date of termination.
- 17.5 **Financial crime.** Each party shall comply with all applicable anti-money laundering and counter-terrorist financing legislation, including the Proceeds of Crime Act 2002, the Terrorism Act 2000, and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended). ...as architecture reserves the right to make a disclosure to the National Crime Agency or any other competent authority where required or permitted by law, and shall not be in breach of any confidentiality obligation in these Terms by reason of making such a disclosure.

18. ASSIGNMENT AND SUB-CONTRACTING

- 18.1 The Client may not assign, novate, or otherwise transfer its rights or obligations under these Terms without the prior written consent of ...as architecture.
- 18.2 ...as architecture may sub-contract elements of the Engagement to suitably qualified third parties, but shall remain responsible to the Client for the performance of those sub-contracted elements.
- 18.3 Any purported assignment or transfer in breach of this clause shall be void.

19. DISPUTE RESOLUTION

- 19.1 If any dispute arises out of or in connection with the Engagement or these Terms, the parties shall first attempt to resolve it by good-faith negotiation within 20 working days of either party notifying the other in writing of the dispute.
- 19.2 If the dispute is not resolved by negotiation within 30 working days of written notification, either party may refer the dispute to mediation under the RICS or RIBA mediation procedure, or such other mediation service as the parties agree. Participation in mediation is a condition precedent to the commencement of any court proceedings, except where a party seeks urgent injunctive relief.
- 19.3 Nothing in this clause prevents either party from seeking urgent injunctive or other interim relief from the courts to prevent imminent harm.
- 19.4 Where the Engagement constitutes a 'construction contract' within the meaning of the Housing Grants, Construction and Regeneration Act 1996 (as amended), each party's statutory right to refer a dispute to adjudication at any time is not affected by the mediation provisions in clause 19.2, and those statutory rights are expressly preserved.

20. COMPLAINTS PROCEDURE

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- 20.1 ...as architecture is committed to providing a high quality of service. Where the Client has a complaint about any aspect of the Engagement or the services provided, the Client should raise the matter as soon as reasonably practicable using the procedure set out in this clause.
- 20.2 In the first instance, the Client should raise the complaint directly and informally with ...as architecture by email to hello@as-architecture.co.uk, setting out the nature of the complaint clearly and providing any relevant supporting information. ...as architecture will acknowledge receipt in writing within 5 working days and will provide a substantive response within 20 working days of the acknowledgement.
- 20.3 If the complaint is not resolved informally, the Client may escalate the matter by writing to ...as architecture marked as a formal complaint, setting out the substance of the complaint and the outcome sought. ...as architecture will provide a written decision within 20 working days of receiving the formal complaint. If a full response cannot be provided within that period, ...as architecture will write to explain the reason for the delay and provide an expected response date.
- 20.4 If the complaint remains unresolved following the formal stage, either party may refer the matter to the dispute resolution procedure in clause 19.
- 20.5 Where ...as architecture is at the relevant time registered with a professional body that has a published complaints or professional conduct procedure (including the Architects Registration Board or the Royal Institute of British Architects), and the complaint concerns matters within that body's jurisdiction, the Client may also refer the complaint to that body in accordance with its published procedures. Nothing in these Terms shall prevent the Client from exercising such a right.
- 20.6 ...as architecture will maintain a record of all formal complaints and their outcomes for a minimum period of six years from the date of resolution.

21. PROJECT DORMANCY AND SUSPENSION

- 21.1 Where a project is suspended or put on hold by the Client ('Dormancy'), ...as architecture shall confirm the Dormancy period in writing within 5 working days of receiving the Client's instruction or of the parties otherwise agreeing that the project is to be suspended.
- 21.2 Where a project has been Dormant for a continuous period of 6 months or more, ...as architecture may, by written notice to the Client, elect to: (a) treat the Engagement as terminated under clause 9.1, in which case all Charges accrued to the date of that notice are payable within 15 days; or (b) continue to hold the Engagement open and apply holding costs to reflect the administrative burden of retaining familiarity with the project and maintaining project materials during the Dormancy period. Holding costs, if applied, shall be at a rate notified to and agreed with the Client at or before the commencement of Dormancy, or if not previously agreed, at a reasonable rate reflecting ...as architecture's actual administrative costs, notified to the Client in writing before being applied.
- 21.3 Where the Engagement resumes following Dormancy, ...as architecture shall be entitled to charge a re-mobilisation fee to reflect the time required to re-familiarise with the project, update any advice or assessments affected by changes in legislation, policy, or best practice during the Dormancy period, and bring the project back to an active footing. The re-mobilisation fee shall be agreed in writing between the parties before work resumes.
- 21.4 Project records, Deliverables, and related materials shall be retained by ...as architecture at its discretion for a period of up to 12 years from the date of last active work on the project. After the retention period, ...as architecture may archive, delete, or destroy such materials without further notice to the Client. During the retention period, materials relating to the Client's project will be made available to the Client on reasonable written request. ...as architecture is not obliged to retain materials beyond those reasonably necessary for its own professional purposes and risk management.
- 21.5 The Client is responsible for maintaining its own complete and up-to-date copies of all Deliverables and Client Materials throughout the Engagement and following its conclusion. ...as architecture's retention of materials is a professional convenience and does not substitute for the Client's own record-keeping obligations.

22. ENVIRONMENTAL OBLIGATIONS

- 22.1 **...as architecture's commitment.** ...as architecture is committed to minimising the environmental impact of its business operations and to supporting its clients in achieving measurable improvements in carbon and environmental performance. ...as architecture shall use best endeavours to: (a) minimise carbon emissions arising from its own business activities, including travel, energy use, and procurement; (b) give proper consideration to the whole-life carbon implications of advice given in relation to building design, retrofit, energy systems, and technology selection; and (c) remain current with applicable standards, frameworks, and measurement methodologies for assessing, reducing, and reporting carbon emissions in the built environment.
- 22.2 Where the Engagement relates to the design, retrofit, or assessment of domestic buildings, ...as architecture will, where appropriate and within the scope of the Client Brief, bring to the Client's attention known opportunities to reduce whole-life carbon emissions, including embodied carbon in materials and products, and operational energy performance over the building's life.
- 22.3 ...as architecture shall not be liable for any failure by the Client to implement carbon reduction recommendations made in Deliverables. The commitment in clause 22.1 is a statement of intent and best endeavours; it does not constitute a warranty of any particular carbon or environmental outcome, nor does it impose obligations beyond those expressly agreed in the Client Brief.
- 22.4 Where the Engagement involves publicly funded work or grant conditions that impose specific environmental reporting, carbon reduction, or sustainability outcome obligations, the Client shall notify ...as architecture of those obligations in writing, and the parties shall agree how they will be addressed within the scope and fee of the Engagement.

23. USE OF AI AND DIGITAL TOOLS

- 23.1 ...as architecture may use artificial intelligence tools, large language models, automated data analysis software, machine learning systems, and other digital technologies as part of its professional workflow in delivering the Engagement. The use of such tools forms part of modern professional practice and is not separately disclosed on a case-by-case basis unless the Client specifically requests this.
- 23.2 Regardless of the tools or methods used in producing them, ...as architecture accepts full professional responsibility for all Deliverables. The use of AI or automated tools does not reduce, transfer, or qualify the standard of skill, care, and diligence required under these Terms, and ...as architecture's professional review and judgement applied to AI-assisted outputs is an integral part of the service.
- 23.3 ...as architecture shall not input Client Materials or Confidential Information into any AI tool or platform that is not subject to appropriate data confidentiality protections, without the Client's prior written agreement. Where AI tools are used to process project-specific information, ...as architecture will take reasonable steps to ensure that such tools are configured to prevent that information from being used to train or improve third-party AI models or systems.
- 23.4 The Client acknowledges that AI-assisted outputs may contain errors, ambiguities, or limitations, and that professional review is applied by ...as architecture to all such outputs before they are delivered. ...as architecture will not be held to a higher standard of accuracy by reason of having used AI tools than would apply to professionally produced work by other means.

24. GENERAL PROVISIONS

Entire Agreement

- 24.1 These Terms, together with the Client Brief and any schedules or appendices attached thereto, constitute the entire agreement between the parties in relation to the Engagement and supersede all prior representations, discussions, correspondence, negotiations, or agreements (whether written or oral) relating to the same subject matter.

24.2 Each party acknowledges that it has not relied on any representation, warranty, or undertaking that is not expressly set out in these Terms or the Client Brief.

Variation

24.3 No variation of these Terms shall be effective unless it is in writing and signed by authorised representatives of both parties, save as provided for in the definition of Client Brief in clause 1.

Severability

24.4 If any provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of these Terms.

Waiver

24.5 A failure or delay by either party to exercise any right or remedy provided under these Terms shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

Third Party Rights

24.6 A person who is not a party to the Engagement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, save to the extent expressly provided in any collateral warranty issued under clause 14.15.

Notices

24.7 Any notice under these Terms shall be in writing and shall be sent by email with confirmation of receipt, or by first class post. Notices sent by first class post shall be deemed received two working days after posting; notices sent by email shall be deemed received at the time of transmission unless the sender receives notification of failure of delivery. Notices to ...as architecture should be sent to hello@as-architecture.co.uk unless otherwise advised in the relevant Client Brief.

Counterparts

24.8 The Client Brief may be evidenced in any form permitted by its definition in clause 1, including signed counterparts where appropriate. Scanned or electronically signed documents shall be treated as originals.

No Partnership or Agency

24.9 Nothing in these Terms or the Engagement creates, or shall be deemed to create, a partnership, joint venture, employment relationship, or relationship of principal and agent between the parties. ...as architecture acts as an independent contractor. Neither party has the authority to bind the other in contract or to act on the other's behalf, and neither party shall hold itself out as having such authority.

25. GOVERNING LAW AND JURISDICTION

25.1 These Terms and the Engagement shall be governed by and construed in accordance with the law of England and Wales.

25.2 Subject to clause 19, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation.

Acknowledged and accepted

These Terms are accepted by the Client on the basis set out in clause 2. Where a signed acknowledgement is required, please sign and return below.

Signed for and on behalf of the Client:

Date:

Name / Signature

...as architecture · Andrew Sutton

[Address, Cardiff] · hello@as-architecture.co.uk · www.as-architecture.co.uk