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mgl · architects



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FEE REFERENCE: -

SFA/19.05.2015

MGL- ARCHITECTS.

CLIENT INFORMATION HANDBOOK & TERMS & CONDITIONS

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Please note: The contents of MGL-Architects Handbook are recommended both by our Institute Body the RIBA and the providers of 'company Indemnity Insurance'.

1. SERVICE(S) / SCOPE OF WORK

General: - The Architect Shall:

- Perform the services as designer, design leader, lead consultant during pre-construction and construction Work Stages and include for risk analysis as requested by the CDM Regulations 2007.
- Perform the services necessary for completion of the work stages RIBA A - L.
- Perform any other services requested as detailed within our SFA or any other pre agreed written instructions.

MGL Performance of Services

Our services shall be performed exercising all the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in carrying out works of a similar nature , size , scope and complexity of the instruction.

Services Provided - Planning Phase – R.I.B.A. stages A to E

- **A** - **Appraisal**
Identification of Clients requirement and possible constraints on development. Preparation of studies to enable the clients to decide whether to proceed and to select probable procurement method.
- **B** - **Strategic Briefing**
Preparation of Strategic Brief by, or on behalf of, the Client confirming key requirements and constraints. Identification of procedures, organisational structure and range of Consultants and others to be engaged for the Project.
[Identifies the Strategic Brief (as CIB Guide) which becomes the clear responsibility of the Client]
CDM Checklist appraised for risk and hazards identification.
- **C** - **Outline proposals**
Commence development of Strategic Brief into full Project Brief. Preparation of Outline Proposals and estimate of cost.
Review of procurement route.
Attendance at Planning Application Meetings [As Agent Only].
- **D** - **Detailed proposals**
Complete development of the Project Brief. Preparation of Detailed Proposals. Application for full Development Control approval.
Coordinator with the CDM Coordinator
- **E** - **Final proposals**
Preparation of final proposals for the Project sufficient for co-ordination of all components and elements of the Project and submit for Town & Country Planning Approval.

In addition to our input, we may need the services of one or more of the following Consultants. These are as listed below:-

External Consultants

1. CDM-C- a requirement under the CDM Regulations 2007
2. Structural Engineer.
3. M&E Consultant.
4. Quantity Surveyor.
5. Acoustic Consultant.
6. Energy Consultant.
7. Landscape Architect.
8. Highways & Traffic Consultant.
9. Site Surveyor.
10. Party Wall Surveyor.

There may be other Consultants which may need to be appointed. MGL will advise if this is required.

Services Provided - Building Control Phase - R.I.B.A. stages F to H

- **F** - **Production Information**
Preparation of drawings and specification sufficient in detail to obtain Building Regulation approval together with supporting documentation from other consultants.
- **G** - **Tender documentation**
Preparation and collation of tender documentation in sufficient detail to enable a tender or tenders to be obtained for the construction of the project.
[Solely concerned with the documentation required for tenders. Particularly useful with D + B or management contracts]
Contracts without Quantities / Schedule of works.
- **H** - **Tender action**
Identification and evaluation of potential Contractors and/or Specialists for the construction of the project. Obtaining and appraising tender and submission of recommendations to the client.

Services Provided- Construction Phase - R.I.B.A. stages J to L

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- **J - Mobilisation**
- Letting the building contract, appointing the contractor. Issuing of production information to the contractor. Arranging site handover to the contractor.
- **K - Construction to Practical Completion.**
- Administration of the building contract up to, and including, practical completion. Provision to the Contractor of further information as and when reasonably required.
- **L - After Practical Completion.**
- Administration of the building contract after practical completion. Making final inspections and setting the final account. [Clearly separated from the construction phase]

Additional Services not Included

The activities listed below are considered as being extra and over our normal service and will be charged on an hourly basis. Capped at an agreed figure or fixed fee.

- Design and Planning reports
- Access Statements
- Sustainability Report
- Interior Services
- 3 Dimensional Drawings [Part of Design and Access Statement]
- Selection of furniture and fittings
- Design of furniture and fittings
- Special drawings, photographs, models or compound technical information
- Compiling maintenance and operational manuals on completion
- As built drawings upon completion
- Plans for Landlords, Funders, Freeholders, Tenants etc.
- Applications for Grants of any description
- Negotiations with Housing Associations
- Historic Buildings and Conservations
 - Inspection and Reports
 - Research and Archaeological Records
 - Listed Building Consents
 - Conservation Area Consents
 - Grant aided works
- Exceptional negotiations with Planning or Other Statutory Authorities
- Analyzing Contractor's claims
- The production of conveyance plans
- Meetings
 - Committee meetings
 - Appeals
 - MISC
 - Community consultation

2. FEES / COST OF WORKS

Fee Terms – General

Based upon the R.I.B.A. guidelines, fees are established by estimating the likely build costs and multiplying by an accepted percentage. This will provide the total fee for the whole project. (R.I.B.A stages A to K). MGL could be employed for all or some of these stages. Since the feasibility stage may not proceed to a Full Town Planning Application MGL will invoice using the following fee scale or an agreed fixed fee.

- 1 unit - £350.00
- 1-4 units - £500.00
- 5-8 units - £750.00
- 8-10 units - £1,000.00
- 10-15 units - £1,500.00
- 15 plus - £2,500.00

Plus reasonable expenses and VAT payable upon approval by client of feasibility drawings and correspondence.

For your guidance an example of the fee structure is as follows:- Build Cost £500,000.00 x 6% (the agreed percentage) = £30,000.00 (the overall fee)_ Therefore stages A to E @ 35% = £10,500.00 stages F to H @ 40% = £12,000.00 stages I to K @ 25% = £7,500.00

Fee Terms & Stages: -

The RIBA recommend that Architectural fee's should fall between 4-12% of the total Construction fee (the % is subject to the complexity of the project) this is further broken down as follows; -

Feasibility Stage: -

- | | | | |
|-------------------|----------|-------------------|---|
| RIBA Stage | A | - Appraisal(s) | |
| | B | - Strategic brief | - 10% of Total Fee or Fixed fee (see schedule above). |

Town Planning Stage: -

- | | | | |
|-------------------|----------|----------------------|---|
| RIBA Stage | C | - Outline Proposals. | |
| | D | - Detail Proposals. | |
| | E | - Final proposals. | - 35% of Total Fee or Fixed Fee per Unit. |

The above fee for stages A to E is payable on a **70% / 30%** basis at the time of submission with the balance due on the receipt of a decision.*

*NB:- Decision is determined to be either project withdrawal or council consent / refusal being given. In the event that a project is withdrawn or reused by the council a further fee may be applicable and a new fee / SFA and appointment will be required.

Further to Planning Permission being granted, MGL will undertake the Building Control Stage , subject to client approval.

Building Control Stage: -

RIBA Stage	F	- Preparation of Working Drawings and Specifications Sufficient for Condition discharge and Building Regulation Approval.	- 40% of Total Fee or Fixed Fee per Unit
	G	- Preparation of Drawings and Specification Sufficient for Tender Purposes.	
	H	- The Receiving and Carrying Out of Analytical Appraisal of Tenders.	

The above fee for stages F to H is payable on a **70% / 30%** basis at the time of submission with the balance due on the receipt of a conditional approval.

Construction Stage: -

RIBA Stage	J	- Appointment as Contract a Administer.	- 25% Of Total Fee or an Agreed Fixed Fee
	K	- Site Inspection to Completion.	
	L	- Post Completion.	

Fees for this stage are payable on monthly instalments agreed before commencement onsite and related to Builders Programme: -i.e – 18 month contract equates to 18 monthly payments / instalments.

Payment Terms:-

Our payment terms are 21 days net. We reserve the right to charge interest of 8% over the current bank base rate on any accounts which are not paid within 21 days. We may issue interim invoices at monthly intervals from the date of instruction.

In accordance with the provisions of the late payment legislation, we reserve the right to charge interest at base rate plus 8% on balances which exceed our payment terms.

Work Formats: -

Paper Copies and PDF's will be the 'Standard Issue' format. Working files such as CAD / DOC / Xcel files (e.t.c) will only be issued to members of the same contractual team. Please see 'Copyright 'section below for MGL copyright license.

NB: - Any passing of copy right has to be signed off via licence agreement and a fee may be charged.

Expenses and Disbursements: -

Specialist testing, specialist equipment hire, travel and subsistence, photography, bulk printing and couriers, planning and building regulation application fees e.t.c are all charged at cost and paid directly by the client . A further administration charge will be added for stationary, printing, binding, postage e.t.c Travel costs will be chargeable where deemed appropriate.

Instalments: -

On request and at the discretion of Company Directors and agreed prior to commencement

VAT : -

Fees and expenses indicated above are exclusive of VAT and chargeable in line with statutory requirements.

Abortive Work: -

MGL will charge for all abortive work.

Copyright: -

Is vested in MGL but the client may have a licence to copy and use his material; the client must seek MGL's permission prior to passing on copy right licence and use of material.

Fee Basis: -

The basis of our fee for individual instructions will be confirmed to you in writing to be signed and returned. Unless stated otherwise, fees are quoted with disbursements and VAT.

Other Costs: -

When the appointment of specialist consultants is required we expect that appointment to be made direct by our clients to provide a separate contractual relationship. Costs of consultants working under our control are to be met directly by our clients unless otherwise agreed.

3. Terms and Conditions of appointment of Michael Ginn limited

- **NB: -Michael Ginn Limited are trading as MGL-Architects.**

In this agreement references to 'we', 'us' and 'our' are referenced to MGL-architects (Michael Ginn Limited.)

Your relationship is solely with Michael Ginn Limited and Michael Ginn Limited has the sole legal liability for the work done for you and for any act or omission in the course of that work. No member, consultant or employee of Michael Ginn Limited will have any personal legal liability for that work whether in contract, tort or negligence. In particular, the fact that an individual member, consultant or employee signs in his or her own name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal legal liability for that letter or document.

Suspending and Terminating Instructions: -

You may terminate or suspend the appointment by giving 14 days written notice. If either party becomes insolvent the other may suspend performance or terminate the appointment by giving written notice.

In the event that you are in default over payment we may, on giving 7 days written notice, suspend performance. Performance would be resumed upon payment.

We may terminate the appointment if you materially breach your obligations and have failed to remedy the breach in the 14 days following notice served by us.

In all cases you shall pay all fees and expenses due, commensurate with the services performed, including time spent in closing down the instruction. We reserve the right to invoice for the greater of a time-charge for the work carried out or:

- Lump sum fixed fees: Pro-rata the fee by reference to the stage that the work reached.
- Building projects: a proportion of work that we have carried out according to pre-determined service stages.
- 'Success' fees: a reasonable percentage of the anticipated fee, by reference to the stage in negotiations that has been reached.

Complaints: -

In the event that you have a complaint you will have access to the Michael Ginn Limited complaints handling procedure. Where the dispute remains unresolved either party may refer the dispute to an adjudicator / arbitrator. The adjudication / arbitration shall be conducted in accordance with the construction industry council model procedures current at the time of entering into the agreement.

Limitation of liability: -

Unless otherwise specifically agreed in writing, our liability arising from any breach of the terms of this Agreement, whether in contract, tort, statute or otherwise, howsoever and whenever such liability was or is incurred, shall be strictly limited to the sum of £5m in respect of each and every claim (or, if greater, the amount of any applicable professional indemnity insurance held by us and which is valid in respect of the relevant liability) and no action or proceedings for any breach of our Agreement shall, in any event, be commenced after the expiry of 6 years from the date of the completion of our services under our Agreement.

Nothing in this Agreement shall exclude or limit our liability for death or personal injury caused by our negligence, or that of our members consultants, employees, agents, or sub-contractors (as applicable) or fraud by us or our members, consultants or employees.

Liability of Third Parties: -

Our designs, drawings and reports are for the use of the client(s) for whom they are prepared and must not be reproduced in whole or in part or relied upon by any third party without our express written authority.

Timescales: -

All timescales cited will assume a prompt response from parties external to Michael Ginn Limited providing us with any necessary information or access. We can accept no liability for any delay or loss which accrues due to prevarication or obstruction by others.

Third Party Documents: -

Where we incorporate documents and drawings produced by third parties into our drawing, documents and reports we accept no liability for their content.

Governing Law : -

The application and interpretation of our appointment shall in all respects be governed by English law and any disputes or differences arising under it shall be referred to the English courts to be finally determined.

Contracts (rights of third parties.) Act 1999: -

Nothing in our Agreement shall either confer or purport to confer rights on any third party under the contracts (rights of Third Parties) Act 1999 other than those rights which are specifically preserved and protected herein.