



## **Terms and Conditions**

Seraphic Consulting Limited will be pleased to consider reasonable particular forms of agreement, however until the mutual agreement of any alternative will operate to the terms and conditions outlined below.

Generally, matters shall be handled in accordance with ACE Agreement 1 (design), 2 (advisory), 3 (design and build) or 4 (sub-consultancy) 2009 Edition, as issued by the Association of Consulting Engineers.

## **Definitions**

- 1.1 The Company shall mean Seraphic Consulting Limited and shall provide the services identified in the Fee Proposal document.
- 1.2 The Client shall mean the entity instructing the Company to execute the services identified in the Fee Proposal document.
- 1.3 The Scope shall mean the services provided by the Company to the Client as set out in the Fee Proposal document. The Scope shall be determined by a Client brief and where change is instigated to the Client brief, the Company may request additional fees.
- 1.4 The Fee Proposal shall mean the document, letter or email setting out the Scope of the Services and the charges for the services the Company will provide to the Client and any mutually agreed project specific terms.
- 1.5 The Contract shall be taken as the following terms and conditions in addition to the Fee Proposal in the absence of any other written and agreed alternative contract.

## **Payment**

- 2.1 The Company shall be entitled to payment of the fees detailed within the Fee Proposal.
- 2.2 The Company shall utilise all appropriate skill and expertise and shall exercise all reasonable care in the delivery of services outlined in the Scope of Services.
- 2.3 Invoices will be issued monthly, unless agreed otherwise. The due date for payment shall be the date of the invoice and the final date for payment shall be 28 days after the invoice date. Invoices will be calculated on a percentage complete basis for contacted services, except
- 2.4 Unless otherwise stated Seraphic Consulting Limited fee proposals are inclusive of reasonable expenses incurred in the course of completing the agreed scope of works, including but not limited to, travel costs, subsistence payments, accommodation costs, telephone charges and copying. Courier services, sub-consultant fees and costs not otherwise agreed upon in the Fee Proposal are assumed as excluded.

## **General**

- 3.1 Unless otherwise agreed all works shall be carried out at the Company operating office address, with allowance for visiting site and attending meetings elsewhere as detailed in the Fee Proposal document.
- 3.2 Where requested by the Client or other design team members acting on behalf of the Client, the Company may provide budget project costs for all or part of the building services proposals. These budget costs will be based upon recent similar works, industry standard cost guidance and budget quotations obtained from other



suppliers or specialists. Budget project costs offered by the Company are for information only and should always be verified by a qualified Quantity Surveyor.

- 3.3 All Fee Proposals are based on a project program, for design and construction where appropriate. Where no project program is available, the Fee Proposal will be based upon a best estimate and the Company may submit an additional fee request where the project program alters significantly from the initial assessment.
- 3.4 Services provided by the Company shall be limited to those provided by a Building Services Consultant and as defined in the Fee Proposal
- 3.5 Site visits and meetings held outside of the Company offices shall be limited to those included within the Fee Proposal document.
- 3.6 The Company will take all necessary measures to consider the welfare of those working on behalf of the Company in respects of Health and Safety. Representatives of the Company will be issued with standard Personal Protective Equipment appropriate to the general hazards of a building site. However, where a representative of the Company attends a working site it is assumed that all necessary Personal Protective Equipment (PPE) will be provided by the Client or third party acting on behalf of the Client.
- 3.7 The Fee Proposal assumes a reasonable degree of coordination with the Client, Client representatives and third party design team members for the delivery of the scope of services. Where a third party appointed by the Client provides an unreasonable obstruction to the delivery of the agree scope of services either by providing insufficient information, by failing to provide information in accordance with the project program or by amending information previously agreed and relied upon by the Company, the Company may submit an additional fee request.

#### **Assumptions and exclusions**

- 4.1 It is generally assumed that the Client or third party acting on behalf of the Client, will provide a suitable drawing background in AutoCAD format and no allowance has been made within the Fee Proposal to carry out a measured survey, unless otherwise indicated.
- 4.2 It is generally assumed in preparation of the Fee Proposal that the Client will assist where necessary in arranging unrestricted access to all relevant areas of the works including plant rooms and risers where applicable. It is also assumed that the Client will provide all relevant record information relating to the areas of work at commencement of the Company works; where information is provided later and materially alters the works, the Company may submit an additional fee request.
- 4.3 The following services are excluded from the scope of works, unless specifically indicated otherwise within the Fee Proposal document:
  - BIM services
  - BREEAM/LEED assessment
  - Provision of or updating of a building Energy Performance Certificate (EPC)
  - Provision of a building Display Energy Certificate (DEC)

- Provision of acoustic consultancy services, other than ensuring the compliance of services plant and equipment with defined project acoustic criteria internal and external to the building.
- Specialist services, such as ground investigations, CCTV surveys of existing sewers and the like, design of in-ground drainage, and any fees or charges levied by any Local Authority or a Statutory undertaking.
- The design of any Fire Engineering systems, including smoke pressurisation systems required for internal escape staircases, smoke control/venting systems etc.
- Making application or submission to Planning Authority, Conservation Authority or Building Control, other than by the provision of relevant information produced by the Company to a third party in electronic format.
- Any opening up of building fabric in order to view services and any physical or destructive testing of existing services with a view to determining condition, unless otherwise stated in the Fee Proposal document.
- Provision of a cost plan or quantity surveying duties including life cycle costing analysis.
- Preparation of or updating of a building Log Book
- Preparation of either working drawings, record drawings or Operating & Maintenance Manuals for existing services, unless otherwise stated in the Fee Proposal document.

#### **Additional services**

- 5.1 In the event that services are required in addition to the initial agreed scope of work, these would be subject to a separate or revised fee agreement, or undertaken on a time charged based on the following rates:

Engineering time: £40/hr

Administrative time: £30/hr

CAD drafting time: £30/hr

#### **VAT**

- 6.1 All fees proposals are exclusive of Value Added Tax, which shall be paid at the rate and in the manner prescribed by law. Seraphic Consulting Limited is not currently VAT registered.