

# IDEA LYC

## Architecture & Design

42 Redchurch Street,  
London, E2 7DP. UK  
Tel/Fax 0044 (0) 207 739 3972

July 2013

## Studio Idealyc Standard Terms and Conditions

### 1. Definitions

*This Agreement* – The term Agreement shall refer to the Brief and include these terms and conditions.

*Application for Consent* - any application for consent under planning legislation, building acts, regulations or other statutory requirements.

*Idealyc* – shall mean SI Concept Limited trading as Studio Idealyc Architecture and Design.

*Brief* – your initial statement of requirements as amended and developed during the course of the project and as may be inferred from drawings prepared by Idealyc.

*Consultant* – a person, company or firm other than Idealyc appointed by you to perform professional services in connection with the Brief.

*party* – a party to the Agreement being you and Idealyc.

*Registered Address* – 42 Redchurch Street, London, E2 7DP.

*Services* – the Work Product, architectural and any other services that Idealyc agrees to provide to you pursuant to the Agreement.

*Studio Team* – directors, officers, employees, consultants and agents of Idealyc.

*Timetable* – the period of time agreed between the parties as reasonable to allow the completion of the Services as may be amended from time to time.

*Work Product* – the deliverable(s) produced by Idealyc.

*You* – means you as our client.

### 2. Interpretation

*Interpretation* – The headings and notes to these terms and conditions are for convenience only and do not affect the interpretation. Words denoting natural persons include corporations and firms and shall be construed interchangeably in that manner.

*Applicable law* – The Agreement and any dispute relating to it shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction.

*Communications* – communications between you and Idealyc (including any notice or other document required under the Agreement) shall be in writing and hand delivered or posted to the Registered Address or emailed to [info@idealyc.com](mailto:info@idealyc.com) and to you at the email (or such other) address you give to us.

Communications that are not in writing shall be of no effect unless and until confirmed in writing by the sender or the other party. Communications by post (recorded, special or first class) shall be deemed to have arrived the second working day after posting.

*Public holidays* – where under this Agreement an action is required within a specific period of days, that period shall exclude weekends and public holidays.

*Trust & co-operation* – You and Idealyc shall be expected to work together in a spirit of mutual trust and co-operation. In relation to the Services, either party shall advise the other upon becoming aware of:

- (a) a need to vary the Services, the Timetable, fees or any other part of the Agreement;
- (b) any incompatibility in or between any of your requirements in the Brief, your instructions, the Timetable and/or the approved design or any need to vary any part of them;
- (c) any information decisions required from you or others in connection with performance of the Services.

### 3. Obligations

#### Obligations and authority of Idealyc

- **Duty of Care:** Idealyc shall ensure that in performing the Services it shall exercise reasonable skill and care in conformity with the normal standards of the profession;
- **Authority:** Idealyc shall act on your behalf in the matters set out or necessarily implied in the Agreement or in the project procedures agreed with you from time to time and may take and act upon instructions directly from your agents or such persons as Idealyc may reasonably believe to be acting with your authority on your behalf.
- **Reports:** Idealyc shall keep you informed of progress in the performance of the Services;
- **Limitation of Liability:**
  - (a) Idealyc does not warrant:
    - i. that the Services will be completed in accordance with the Timetable or the budget cost for Construction Costs;
    - ii. that any Application for Consent or other approvals from third parties will be granted;
    - iii. the performance, work or products of others;
    - iv. the solvency of any other appointed person whether or not such appointment was made on the advice of Idealyc.
  - (b) Idealyc shall not be liable for damage incurred by you arising due to you or third parties not engaged by Idealyc providing us with incorrect or incomplete documentation or information;
  - (c) You shall indemnify Idealyc and the Studio Team against all actions and claims ('claims') by third parties for loss, damage or costs ('loss') suffered by Idealyc or the Studio Team which arise from the Services and you shall reimburse Idealyc and/or the Studio Team for all costs and expenses they incur in defending such claims or losses however there shall be excluded from such indemnification any such claim or loss where the claim or loss is judicially determined to constitute fraud, wilful default or negligence on the part of Idealyc or the Studio Team in the performance of the Services;
  - (d) If you are able to demonstrate that you have incurred damage as a result of errors by Idealyc which are attributable to Idealyc, Idealyc shall be liable up to the amount of two times the fees that you have paid in respect of the engagement concerned;
  - (e) Idealyc shall not be liable for any consequential or indirect damage or any loss of profits or opportunity;
  - (f) If Idealyc is liable to you under the Agreement and another person would be liable to you in respect of the same loss (save for your contractual arrangements with them, then (i) the compensation payable by Idealyc in respect of that loss will be reduced; (ii) the reduction will take into account the extent of the responsibility of that other person for the loss; and (iii) in determining the extent of the responsibility of that other person for the loss, no account will be taken of (a) any limit or exclusion placed on the amount that person will pay or (b) any shortfall in recovery from that person (for whatever reason).

#### Your obligations and authority

- **Information:** You shall supply free of charge, all information that is necessary for the proper and timely performance of the Services and Idealyc shall be entitled to rely on such information as being complete and accurate;
- **Decisions:** You, when requested by Idealyc, shall give decisions and approvals as necessary for the proper and timely performance of the Services;
- **Instructions:** You shall advise Idealyc of the relative priorities of the Brief, your anticipated construction budget and the Timetable and warrants that it has authority to issue instructions to Idealyc;
- **Consents:** You instruct Idealyc to make any Application for Consent as Idealyc deems to be required by the Brief. Where such Application for Consent is made on behalf of a group of freeholders and/or others, you warrant that you have obtained consent from these others to the application;
- **Fees:** You agree that you will pay Idealyc's fees in accordance with the Agreement and Idealyc shall be entitled to apply monies held on account in satisfaction of its outstanding fees prior to payment of third party suppliers;

- Site signboards: You shall allow Idealyc to display standard sized RIBA professional signboards on the site in appropriate locations for the duration of any works on site.

#### 4. Fees and expenses

The fees for performance of the Services, including any additional or other services, shall be calculated and charged as set out in the Agreement.

Idealyc's fee is not dependant on the outcome of the Brief and are exclusive of expenses and invoices submitted by third parties engaged by Idealyc.

Additional fees shall be calculated on a time basis unless otherwise agreed and shall be payable to Idealyc, if Idealyc is involved in extra work or incurs extra expense for reason beyond the control of Idealyc including but not limited to:

- being required to vary any item of work commenced or completed pursuant to the Agreement and/or performance of the Services being delayed, disrupted or prolonged;
- Work in connection with redesign of a scheme or parts of a scheme, previously agreed with you, following requests from the planning and/or other statutory authorities;
- The examination or negotiation of notices;
- Applications or claims under a building contract;
- Delay or any other reason beyond Idealyc's control;

Any additional fees will be charged at the following hourly rates -

- Director £95 per hour
- Associate/Architect/Interior Designer/Senior Technician £65 - £80
- Architectural technician £25 - £65

If printing and travel costs are incurred by Idealyc, you agree that these should be charged as follows-

Travel:	Car/Rate	- £ 0.50 mile
	Public Transport	- Direct Cost
Postage:	Royal Mail/Rate	- Direct Cost
Copying:	A4 photocopies B&W/Rate	- £ 0.20 per copy
	A3 photocopies B&W/Rate	- £ 0.30 per copy
	Reprographic copies (5% Handling)	- Direct Cost
Printing:	A4 inkjet prints Colour/Rate	- £ 0.50 per copy
	A3 inkjet prints Colour/Rate	- £ 1.00 per copy
	A2 inkjet prints Colour/Rate	- £ 1.50 per copy
	A1 Presentation boards Colour/Rate	- £ 15 per board
Binding:	A4 Binding	- £ 4.10 per copy
	A3 Binding	- £ 7.80 per copy

Services not completed – where for any reason Idealyc provides only part of the Services specified in the Agreement, Idealyc shall be entitled to fees calculated as follows:

- 1) For completed Services;
- 2) For completed stages as apportioned for those stages in the Agreement;
- 3) For Services or stages not completed a fee proportionate to that described or apportioned in the Agreement based on Idealyc's estimate of the percentage completed.

Expenses and disbursements - You shall reimburse Idealyc for specified expenses in the manner stated in the Agreement. Expenses other than those specified and incurred with your prior authorisation and any disbursement made on your behalf shall be reimbursed at net cost plus any handling charge stated in the Agreement.

You will pay any statutory charges and any fees, expenses or disbursements in respect of any Application for Consent and any other validly incurred expenses.

**Payment** – Payment shall be made by you, without deduction, discount or compensation, within the agreed period, but in no event later than 14 days after the invoice date. Idealyc shall issue an invoice at the time agreed with you or at such time as Idealyc deems appropriate and shall include any Extra fees, expenses or disbursements and state the basis of calculation of the amounts due.

Installments of fees shall be calculated on the basis of Idealyc's estimate of the percentage of completion of the stages or other Services or such other method as specified in the Agreement.

**Late Payment** – Where fees or other sums are due and remain unpaid, Idealyc may give you written notice that it will not;

- 1) continue with the provision of Services; and/or
- 2) deliver the Work Product to you.

Any sums due and remaining unpaid at the expiry of 14 days after the date of issue of the invoice from Idealyc shall bear interest calculated daily at 5% above the current base rate of Barclays Bank from the date of issue of the account. An administration charge may also be added.

**Recovery of costs** – You shall indemnify Idealyc in respect of all costs reasonably incurred by Idealyc (including costs of Idealyc's time) in recovering any amounts not paid when due and/or interest arising; or in relation to any claim or any part of any claim made by you which Idealyc successfully defends or you abandon.

**VAT** – Fees and expenses arising under the Agreement do not include value added tax. You shall pay any value added tax chargeable on the net value of Idealyc's fees and expenses.

## **5. Intellectual Property**

**Use of Information** - Idealyc will own the copyright and all other intellectual property rights in the Work Product and other rights as author of the artistic work comprising the Brief which are not identified in the Brief as client materials, and in all other materials or software created under the Agreement, whether created by Idealyc alone or together with any other person. Subject to the payment of amounts due under the Agreement, you will have a non-exclusive, non-transferable licence to use these deliverables for your own use and then only for the purposes of the Brief.

Idealyc shall have the right to reproduce photographs, any Work Product and descriptive text of the Brief in their practice brochures, website, newspapers, magazines, competition entries and other presentation material.

## **6. General**

**Termination** – either party may terminate the Agreement by giving 5 days' notice to the other party. Any fees due to Idealyc become immediately due and payable at the time of issue or receipt of such notice.

**Dispute resolution** – in the event of any dispute or difference arising under the Agreement, you and Idealyc may attempt to settle such dispute or difference by negotiation or by using the RIBA or RIAS Mediation Services.

You agree that you will not bring or allow anyone acting on your behalf to bring any action or claim against a member of the Studio Team directly.

**Time limits** – any claims must be brought no later than 4 years after any alleged breach.

**Third parties** – A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

**Assignment** – Neither you or Idealyc shall assign the whole or any part of the Agreement without the consent of the other in writing.

**Exclusions** - Nothing in these terms shall exclude liability for death or personal injury or arising as a result of fraud on our part nor to any liability which cannot lawfully be excluded or limited.

**Conflict** – any discrepancy between these terms and conditions and the Brief, the Brief shall take precedence.

Severability - The provisions of the Agreement are severable. If any provision or part of a provision in the Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Agreement but the legality, validity and enforceability of the remainder of the Agreement shall not be affected.