

TERMS & CONDITIONS OF APPOINTMENT



TONY DOYLE ASSOCIATES LTD

Pure Offices, 137 Pastures Avenue
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Tel: 01934 808468 or 01934 808469

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www.tonydoyleassociates.co.uk

DEFINITIONS

TDA means Tony Doyle Associates Ltd.
Client means the Company, Contractor, Individual, Organisation who appoints TDA.

SCOPE OF WORK

TDA will provide AutoCAD drawings as instructed by the Client. The scope of work is set out in the accompanying letter and job estimate sheet. The cost of these services will be charged to the Client in one of the following ways:

- i. Hourly Rate
- ii. Fixed Price per Package of work

All rates and prices will be agreed in writing prior to the commencement of work.

FEES AND RATES

Unless agreed otherwise in the written fee proposal, hourly rates and incurred costs will be charged at the rate of **£40.00** per hour. BIM modelling will be charged at a rate of **£50.00** per hour.

Fee quotations will remain valid for a maximum of **30** days, after which they will no longer be valid unless agreed in writing.

VAT

VAT is added to all fees and expenses at the current rate at the time of issue of the invoice.

VAT is currently zero rated for Clients in The Republic of Ireland.

ADDITIONAL WORK AND VARIATIONS

The Client should freeze the design in order that TDA can commence the Scope of Work. TDA does not allow for an iteration of drawing amendment unless this is agreed at the appointment stage or is shown on the job estimate sheet. Additional work may be incurred once TDA has commenced should there be a design or GA change. Additional work will be incurred once the original scope of work has been completed. Additional work will be incurred for work not part of our original estimate. Additional work will be charged at our standard hourly rate unless an additional fee is agreed in writing with the Client.

UK BASED RESOURCE

All TDA staff are based in the UK. Staff are employed in house in our offices in Weston Super Mare.

COPYRIGHT

All rights reserved. No unauthorised use of drawings or bar bending schedules is allowed unless agreed in writing

INSURANCE

TDA do not offer PII insurance as part of our outsourced drawing service. TDA do not provide design nor consultancy, our business does not fall under a category that has a requirement to hold Professional Indemnity Insurance. TDA do not belong to a professional body where it is compulsory, with it not being a legal requirement we do not currently hold PII cover.

All Drawings and Bending Schedules prepared by TDA will be independently checked in-house prior to issue to our client. TDA will not accept responsibility or be liable for costs or consequential loss by any party, due to errors or omissions on the drawings.

All drawings provided by TDA will be checked by our Clients' and all liabilities rest with our Client and will be covered under our Clients' Professional Indemnity Insurance.

All Clients' shall be responsible for a final check of our work prior to issue of that work to any other party.

Any errors identified in the information provided by TDA will be corrected at our own cost.

DISBURSEMENTS

Unless agreed otherwise, our out of pocket expenses are charged in addition to the fees at the following rates. Out of pocket expenses will be subject to VAT.

Travel

Travel by Car £0.60 per mile
(Return Journey to BS22 7SB)
Travel by Train At cost
(Directors may travel 1st Class)

Travel time to and from site visits and meetings will be charged at our standard hourly rate.

Meetings

Meetings on Microsoft Teams will be charged at our standard hourly rate in addition to the fees unless otherwise agreed in writing. Charges will be subject to VAT.

Printing

The above assumes all work will be presented in it's original electronic format (ie. DWG) and PDF format.

Paper copies will not be provided.

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CLIENT OBLIGATIONS

For long term contracts interim invoices will be issued at the end of each month for work completed during that month. Invoices will always be submitted on completion of work regardless of the time of the month.

All invoices must be paid within **21 days from date of invoice**. Any adjustment to this period must be agreed in writing prior to the commencement of work.

Any disputed invoice must be reported to TDA within 5 days of date of invoice. In the case of multiple invoicing all invoices not in dispute must be paid within our payment terms.

Any sums remaining unpaid at the expiry of such period of 21 days shall bear interest thereafter until settlement, such interest to accrue from day to day at the rate of 8% above the Bank of England's base rate.

Should there be no reasonable reason for the non-payment of the invoice(s) after a period of 14 days after the original 21 days the account may be placed in the hands of an outside agency for collection. The charge for any action to recover monies owed will be payable by the Client in addition to the original balance.

The Client must provide TDA with all relevant information (drawings and calculations) within a reasonable time to allow TDA to carry out the scope of work without disruption and within any agreed deadline.

THIRD PARTY (CONTRACTOR)

It is the Clients' responsibility to ensure TDA are made aware of any third party preference with respect to construction that would impact any information shown on drawings and schedules Produced by TDA.

It is the Contractors' own responsibility to design and detail any Additional requirements to facilitate Construction (Temporary works, stock steel, Supporting chairs etc.).

TDA should be notified at appointment stage of any third party requirement that would significantly impact the fee quotation provided.

DISPUTES, SUSPENSION AND TERMINATION

Both parties shall attempt in good faith to settle any dispute by mediation.

TDA reserves the right to suspend work on a contract if the quality of information is not sufficient to complete the work for the agreed fixed price. Time spent on the contract up to cessation of work will be chargeable at our current hourly rate, and a new rate agreed prior to re-commencement.

The Client may at any time require TDA to suspend all or part of the services. On notice of suspension of all or part of the scope of work TDA shall cease such suspended services in an orderly manner which would allow a possible order to restart. Outstanding invoices will be required to be paid on suspension.

If circumstances arise for which TDA is not able to perform all or part of the scope of work, if it would be irresponsible to do so or should there be an ongoing payment dispute, TDA may terminate their services with not less than two weeks' notice.

The Client may terminate the appointment of TDA at any time by two weeks' Notice in respect of all or any part of the Services. A final invoices will be required to be paid on termination.

The appointment of TDA may be terminated in the event of the Insolvency of either party. Notice of termination shall be given to the party that is insolvent by the other party.

COMMUNICATION AND GDPR

All communications shall be via email to our company registered email addresses. No other communications shall be formally recognised nor responded to on behalf of the company. Telephone calls, text messages will not be deemed formal communication and may not be responded to. The Client should follow up with formal communication via email.

Client information will be handled, stored and processed in accordance with current **GDPR** guidelines.

ACCEPTANCE OF THESE TERMS

These Terms and Conditions of Appointment must be accepted in writing by our Clients' unless amendments are agreed prior to commencement of work.

Formal written acceptance of our quotation and/or an instruction to commence any project will be deemed as Formal Confirmation of our Clients' agreement to this document.