

# Simon Spencer Designs

## Terms and Conditions.

### “Costs” and Charges (to be paid in Advance):-

Simon Spencer Designs (my, we, our,) may attend a site meeting at the request of a prospective client for our fees as follows:- There is a minimum charge of £250.00 for each individual section of the project, for each alternative option, or re-design requested for the project/s (plus travel, mileage and parking as below), for which we provide our opinions and advice at a site meeting and thereafter prepare and supply the design drawings. Generally our charge shall represent about 10% of the anticipated cost of manufacturing our designs. Our charge will be confirmed in writing with our invoice prior to our design work starting. If we are asked to attend a site meeting and the prospective client does not proceed then our out of pocket expenses (per **Charges Addendum**) plus an attendance fee of £60.00 shall be due following the meeting. Payment of our invoice deems customer's acceptance of these Terms and Conditions.

### Liability:-

We do not guarantee the accuracy of the dimensions; our designs are for manufacturing guidance only. All site and other dimensions and the practical aspects of the design and its installation are to be checked and verified by the customer's manufacturers who are responsible for the production of the joinery and choice and suitability of materials. We accept no liability for errors arising from our design drawings. The responsibility for required compliance with current legislation (i.e H&S, Heritage, Planning Consent etc), Architectural and Structural Engineering practices (e.g. floor loading, materials used etc) and for the practical interpretation and successful execution of our suggested designs lies with the customer and the manufacturer contracted to do the work..

### General Guidance:-

Designs are for general guidance only, to be interpreted by manufactures to satisfy their own construction practices and methods. Our dimensioned drawing would be to a standard generally considered acceptable to most professional joinery firms working to normal procedures and practice of the trade, from which they assess the work and quote a price. But all aspects of the designs must be verified by the manufacturer before commencing works. Design notes on the drawings are for customers and manufactures guidance only and are for their verification and agreement, (excepting those, which are, in the context of the note, part of our Terms and Conditions). However, should additional: site meetings, designs, design amendments, re-designs, detailed specific sectional drawings (i.e. detailed scale drawings of suggested mouldings, pilasters, construction suggestions etc. which are not supplied with our design drawing provided in the first paragraph) be required these will incur an additional cost (see **Charges Addendum** below and “Costs” above) which will be notified and then paid for by the client in advance, whether these are ordered by the client, or their representative or the manufacturer. Consequently, to avoid such charges customers are requested clearly to define their requirements and style of design at the initial site meeting.

### Suggested Materials and Construction Adjustments:-

Materials are generally to be of MDF with some wooden (softwood or hardwood) mouldings, with drawn brass s/c butts used throughout (standard 19thC style brass hinges). Materials and finishes are to be agreed with the manufacture by the customer. The manufacturer is to make any necessary adjustments to the measurements and dimensions etc in the design drawings to allow for:- alternative materials specified by the customer, variations/errors in site measurements, or to comply with their own construction methods..

### Choice of Manufacturers:-

We accept no responsibility in the production of the works or choice of manufacturing contractor even though we may have assisted in the suggestion of manufacturer. The responsibility and liabilities flowing from the appointment of manufacturer, the contract between the client and the manufacturer, and all payments due to the manufacturer, lies with the customer who is to conduct their own research and verify the credentials of the manufacturer and the manufacturer's ability to complete the work to the standard, price, time-scale etc which will be to the customer's satisfaction.

### The limit of our works:-

Our works are limited to the initial design concept for the customer. We do not undertake to oversee any part of the manufacturing process, installation, or any other aspect of the production of the design. Our responsibility ceases upon submission of the design. However, if we are asked to advise on any aspect of the works and we do so then, despite that there may be a charge for our services, the advice will be supplied on an “as is” basis, in good faith, and without any liability whatsoever as to the validity of the advices or the out come of the actions taken in view of it.

### Architects, Interior Decorators, Builders and Interested Third Parties:-

My charges and fees are net to the customer as herein stated. Third parties may, in the first instance, pay me as herein directed and then charge on to client/end customer in accordance with their business practices. Or, independently, either prior to or after our appointment (whether we are appointed by them or the end customer), arrange privately and separately from our charges and these terms, an agreement for their own fee as they may determine fit, in a time charge, percentage charge, or as may otherwise be decided with their client/end customer. Such arrangements are to be made with and paid directly to them by the end customer.

### Charges Addendum:-

**All costs and charges are to be paid in full prior to our starting any work or designs.** Our initial charge will include, design costs (2 copies of drawings) and office disbursements (but exclude: - all travel, travel time, transport costs, mileage and parking charges which may be added as a separate item in our initial invoice for the design). Thereafter, as the occasion arises for further meetings, designs, re-designs, copies of drawings, visits to the customer, visits to third parties or any other miscellaneous request or disbursements will be charged as set out above in “Costs” first paragraph or as specified below:-

**Mileage** at £0.50 per mile travelled.

**Parking** costs, congestion charge, parking penalty fines etc all form a proper charge for which the customer agrees to reimburse us.

**Travel Time** is charged at £10.00 per hour.

**Additional Site Attendance** and further consultancy for each visit our time is charged at £60.00 for the first hour or part thereof and then at £30.00 per hour or part thereof for the remainder of that site meeting.

**Office, Administration, and Design** time is charged at £30.00 per hour.

**Redesign** costs, howsoever arising, will be charged at a minimum charge of £250.00 as set out in “Costs” and then, after the lapse of the due working hours, as above at £30.00 per hour

**Redesign or Redrawing by Third Parties** is their own responsibility and are for their own or customer's account.

**Scale detail drawings** at between £20.00 to £40.00 each “section” plus copy page charges as below.

**Additional Copies** of drawings or requests for details as above at £5.00 per order plus £0.25 per page for A4, and at £0.75 per page for A3; all sent at standard Royal Mail postage rates for UK delivery. Overseas extra.

**Additional Disbursements**, travel, accommodation, subsistence etc, charged by agreement as and when arising.

### Copyright, Disputes and E&OE:-

We reserve the copyright and intellectual property of all of our designs. Computer generated files are not supplied under any circumstances. Any dispute arising from our services or contract shall be governed by English Law. These Terms and Conditions will, from time to time, be amended and the latest printed version, either on the website or the reverse of the invoice, being applicable.