

Standard Terms and Conditions

Whether or not signed, this document sets out the Terms and Conditions which shall apply to the provision of all design and associated services undertaken by Millhouses Design Limited, (in this document referred to as "The Designer", "us", "we" or "our", as appropriate) to customers (in this document referred to as "you", "your" or "client"). 'The Client' shall mean any person(s), business, company, association, club, etc, who instruct Millhouses Design Limited to prepare building plans in accordance with any of the services outlined on our website.

'The Contractor' shall mean any person(s), business, or company, etc, who is/are appointed by The Client to carry out building works in accordance with building plans (and any other information) supplied by The Designer to The Client.

1.0 General

1.1 A contract with the Terms and Conditions set out below comes into being when an order is placed with us and when we accept that order (whether by starting work or otherwise). These Terms and Conditions shall override any Terms and Conditions which you may propose, unless agreed in writing by our duly authorised signatory before items are received for performance of the services requested.

2.0 Quotation and Acceptance

2.1 A quotation by Millhouses Design Limited does not constitute an offer and may be withdrawn or revised at any time prior to Millhouses Design Limited acceptance of the client's confirmation and commencement of such work.

2.2 All quotations for services are valid for 90 days. Unless otherwise stated.

2.3 Any order placed by the Client with us (whether or not in response to a quotation, via email or online booking) shall constitute or be deemed to have constituted an offer to Millhouses Design Limited to purchase products or services on these conditions. Millhouses Design Limited have full discretion in accepting or rejecting any order.

3.0 Pricing

3.1 Our standard pricing is based upon a standard fee structure for similar projects. Any bespoke pricing shall be as otherwise agreed between us and you before work commences. If the price of the work may exceed that shown then we will contact you for authority to proceed at the higher price level and your verbal acceptance shall be sufficient to form a contract at the higher price.

4.0 Payment Terms

4.1 Payment terms are strictly seven days (7 days) from date of invoice issue. Charges will be invoiced according to the quoted terms and invoicing schedule set down by Millhouses Design Limited, and accepted by the Clients' reciprocal purchase order and/or instructions to proceed. We do not issue statements.

4.2 You shall notify us of any invoice or delivery note discrepancy within 2 days of receipt to enable corrective action to be taken as soon as practicable.

4.3 It is our policy to ask for the fee on completion of each stage and must be payable within seven days (7 days).

4.4 The Designer reserves the right to charge The Client an initial site consultation fee of £40/ hour (if The Client requires this service), which will be refunded to The Client upon full instruction for any of the Building Design Services highlighted on our website. Upon full instruction, The Designer reserves the right to request the Client will pay a deposit for our services at 25% of The Designer's

total fee, less any monies previously paid for an initial site consultation. The Client should be aware that the deposit will be used to cover all initial expenditure incurred by The Designer in relation to their proposed project, and it is therefore non-refundable should the project be aborted through no fault of The Designer. The balance of The Designer's fee is payable by The Client upon completion of the plans / calculations, etc - 1No. copies of which will be released to The Client once this is carried out.

5.0 Cancellations and terminations

5.1 Cancellations by us will be subject to a 100% refund on all monies paid via invoice or online booking. Minus any reasonable cost, additional costs or services incurred during the term of service.

5.2 Cancellations by you will be subject to a minimum fee of 30% of the invoice, plus any reasonable costs, additional costs and services incurred during the term of service.

6.0 Digital Ownership

6.1 All digital media shall remain the property of Millhouses Design Limited until payment has been received in full. All media created either digital or hard copy, shall always remain the copyright © of Millhouses Design Limited.

6.2 All digital CAD media/files remain the property of Millhouses Design Limited. No digital CAD media/files will be handed over to clients unless agreed in writing. Hand over media/files to clients to be, but not restricted to: HARD COPY, PDF, JPG, JPEG or TIFF.

6.3 Digital media sold on CD or DVD shall always remain the copyright © of Millhouses Design Limited. Strictly not for resale, loan, hire, reward and not to be duplicated. All media is for your personal/business use only. No CAD media files to be handed over to your clients under any circumstances.

6.4 No refunds in part or full can be given once a CD or DVD disc has been posted to you.

7.0 Design Services & Other Responsibilities

The Client shall make The Contractor aware of these terms and conditions and will require The Contractor to agree to abide by them. The Designer will not be obliged to liaise with The Contractor at any time unless this is carried out.

The Client shall not deposit any supplied plans / calculations, etc, with his/her/its Local Planning Authority and/or Local Building Control department (or independent approved inspector) until he/she/it has had sufficient opportunity to check and verify that the information provided is in accordance with his/her/its verbal or written brief. If instructed by The Client, The Designer will make all necessary local authority applications on his/her/its behalf; however, this will not be carried out until The Designer has received written confirmation from The Client (via letter or email) that he/she/it is satisfied that the brief has been met. Subsequent client requests for alterations to original project drawings/structural calculations, etc. will be charged at The Designer's standard hourly rate as disclosed in our proposal, or a pre-determined negotiable fee. In this event, 1No. copies of all updated plans will be supplied - marked as Revision A, B, C, etc.

Further additional copies of the plans can be made available at £5.00/copy, or alternatively, The Designer will email the updated drawings to The Client (in PDF format) free of charge, and The Client may arrange further hardcopies from his/her/its electronic copies, as required. The Designer will make every effort to ensure that all plans/construction details provided comply with current Building Regulations. However, these regulations are subject to change and approval is occasionally 'conditional'. Therefore, any building works which commence prior to Building Regulations approval is done so at the risk of The Client and/or The Contractor. Should a Local Building Control

department (or approved inspector) attach conditions to an approved scheme, the drawings may be amended (by The Designer) accordingly and 1No. copies of the amended drawings will be supplied to The Client at no further cost.

Although The Designer may offer advice regarding planning issues relating to The Client's proposed project, it is the responsibility of The Client to ascertain whether or not planning permission is required for their project. Furthermore, The Designer will develop the plans in accordance with The Client's brief/wishes, and therefore does not accept any responsibility whatsoever should planning permission be refused. The Client must be aware that the decision of their Local Planning Authority to grant or refuse planning permission is beyond the control of The Designer, and therefore any building work which is commenced prior to the relevant permissions being in place, is done so at the risk of The Client and/or The Contractor. If planning permission is refused, The Client may engage The Designer to amend the plans in accordance with any stipulations of the Local Planning Authority, or to begin the appeal process, and will be charged for these additional services at The Designer's standard hourly rate as disclosed in our proposal letter, or a pre-negotiated fee. The Client shall require The Contractor to highlight any aspects of the supplied plans which The Contractor considers there to be insufficient or ambiguous information, before any work commences on site. In this event, The Designer shall provide clarification for any ambiguities prior to commencement of any works on site. Should The Contractor fail to highlight any ambiguities at this pre-site stage, it will be assumed that The Contractor deems there to be sufficient clear information to accurately tender for, and safely conduct, the works being proposed. Should The Contractor require subsequent site direction or construction advice from The Designer, he/she/it shall notify The Client beforehand, and The Client, if agreeable, will engage The Designer for this purpose, and will be charged for these additional services at The Designer's standard hourly rate of £40/ hour or as disclosed in our proposal letter, with a minimum call out charge of £80.00 per visit. Should The Client wish to be remunerated by The Contractor for these unforeseen charges, it will be in accordance with separate terms and conditions set out between The Client and The Contractor.

The Contractor shall be responsible for checking the accuracy of all dimensions shown on the plans provided, and the correct setting out of all works on site. The Contractor shall notify The Client of any discrepancies in the design or measurements shown on the supplied drawings before conducting any works affected by those discrepancies. In this event, The Client will alert The Designer - who will amend the plans/details accordingly, as deemed necessary. The Contractor shall seek professional structural advice (at his/her/its own expense) if he/she/it has any concerns as to the safe erection of any proposed structure/s, or stability of existing structures, during demolition or building works.

If more than one contractor will be involved, you will need to appoint (in writing) a principal designer and a principal contractor. The Contractor must be fully satisfied that he/she/it has sufficient competency to carry out all proposed works. And ensure compliance in terms of the Construction (Design and Management) Regulations 2015 (CDM 2015) and production of a pre-construction and construction phase plan as required.

Millhouses Design Limited's Principle Designer role is deemed fulfilled and completed upon conditional Building Control approval of drawings. The Principle Designer role throughout the construction phase is to be carried out by the Main Contractor or other approved body commissioned by the client. Any subsequent deviation (during the construction phase) from drawings and details is to be approved between the main contractor and Building Control officer.

8.0 Party wall agreement

8.1 The 'Party Wall etc Act 1996' provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings. It is the responsibility of the building owner proposing to start work covered by the Act to give adjoining owners notice of their intentions in the way set down in the Act. Further details can be found at the following website: <https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance>

9.0 Miscellaneous

9.1 These Terms and Conditions constitute a complete statement of all Terms and Conditions which shall apply to services provided by us and replace all previous written or oral terms and conditions.

9.2 These Terms and Conditions may be amended by us from time to time by sending amended Terms and Conditions to you which shall apply to all orders placed after you are deemed to have received the amended Terms and Conditions (which for these purposes shall be deemed to be two days after the date that they are posted to you). No other amendments or variations shall be valid unless signed by our authorised signatory.

9.3 Failure by either us or you to exercise any rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

10.0 Law

10.1 The construction validity and performance of these Terms and Conditions and any contract incorporating these Terms and Conditions shall be governed by the Laws of England and the English Courts shall have exclusive jurisdiction.