

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 or alternative option 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. This charge shall not be less than £250.00 (per each project section or alternative option requested) or at an agreed greater sum per section of between 5% to 10% of our guide “estimated” cost of the work for the designs, (per web-site Price Guide Page). The sum charged will depend upon the design work we consider will be required to prepare the design drawings for the project/s and 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 decides not to proceed with the designs then our out of pocket expenses plus an attendance fee of £60.00 shall be due following the meeting. If the client later decides to proceed then due deducted shall be made. Customers are requested to define their projects clearly in their requirements and style of design as redesign cost (below) will be incurred for further designs or amendments requested. Charges for additional site meetings, designs, design detailed drawing, design amendments, re-designs etc are per **Charges Addendum, General Guidance** and this clause **above**, as may be applicable.

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. We accept no liability for errors arising from our design drawings. The responsibility for their practical interpretation and successful execution lies with the customer and the manufactures contracted to do the work.

General Guidance:-

Designs are for general guidance only and are to be interpreted by manufactures to satisfy their own construction practices and methods. The dimensioned drawing would be up to a standard generally considered acceptable to most professional joinery firms, from which they may assess the work and give a price when working to the normal, accepted procedures and practices of the trade. 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 and for their verification, excepting those which are, in the context of the note, part of our Terms and Conditions. However, should detailed, specific, sectional drawings be required i.e. detailed scale drawings of our mouldings, pilaster, construction suggestions or other sections etc. these drawn details (which are not supplied in our designs provided in the first paragraph) will incur an additional cost, depending upon their number, their extent, and the details; the cost of which is to be notified (per **Charges Addendum**) and then paid for by the client in advance, whether these are ordered by the client, or their representative or the manufacturer.

Materials:-

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..

Redesign:-

Our redesign or redrawing, howsoever arising, will be charged as herein. Redesign or redrawing by third parties is their own responsibility and are for the customer’s account.

Manufacturers Responsibilities:-

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 there being a charge for our services, the advice will be supplied on an “as is” basis, in good faith, and will be supplied on our part totally without liability 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.

Disputes:-

Any dispute arising from our services or contract shall be governed by English Law

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). 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 these will be charged and billed as follows:-

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.

All or our travel time is charged at £10.00 per hour. Our office, administration, designs, site attendance and consultancy time is charged at £30.00 per hour.

Redesign costs, howsoever arising, will be charged and the cost will depend upon requested alterations and our work taken in completing them but will generally follow the charges set out in the first Clause “Costs” Scale detail drawings (per **General Guidance**) at between £20.00 to £40.00 each “section” plus copy page charges as below.

Additional copies of drawing at £2.50 plus £0.25 per page for A4, and additionally at £2.50 plus £0.50 per page for A3; all at standard UK Royal Mail postage rates.

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

Copyright:-

We reserve the copyright and intellectual property of all of our designs. Computer generated files are not supplied under any circumstances.

E&OE. 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.

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