



# Standard Terms of Appointment

Planning Stage

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## 1. Introduction

These Terms of Appointment apply to all proposals issued by Habitat Architecture. Acceptance of a proposal, written confirmation to proceed, or payment of any engagement fee constitutes agreement to these terms.

They are intended to provide clarity and ensure a fair, transparent working relationship.

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## 2. Scope of Service

Services are provided in stages to suit the project's requirements. Unless otherwise stated in the proposal, the appointment covers work up to and including the **Planning Submission** stage.

Subsequent stages are quoted separately.

The stages are defined as follows:

1. **Pre-Design** – Initial consultation, site review, feasibility and concept discussions.
2. **Scheme Design** – Development of preferred layouts, design options, and visual studies.
3. **Planning Submission** – Preparation and submission of drawings, design statements and coordination with the consultants.
4. **Technical Design** – Detailed development of approved proposals to meet Building Regulations standards.
5. **Building Regulations & Construction Documents** – Full technical documentation suitable for tendering and construction.

Stages 4 and 5 are **not included** in the Planning Stage unless expressly stated.

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## 3. Deliverables

Habitat Architecture will produce digital drawings and documents suitable for planning submission, coordination and design review.

All information is issued in PDF or digital format unless agreed otherwise.

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## 4. Client Responsibilities

The client shall:

- Provide all relevant information and site access as required.
- Make timely decisions to avoid delays.
- Obtain legal, ownership or boundary information as needed.
- Settle invoices in accordance with the payment terms below.

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## 5. Fees and Payments

- A **30% deposit** is payable upon instruction to secure the commission and confirm the start of work.
- The remaining balance will be **billed monthly** or at the **completion of each stage**, whichever occurs first.
- All invoices are due within **7 days** of the invoice date.
- Late payments may incur interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### Engagement Fees:

Where an initial consultation or site overview is charged, this fee will be **credited in full** against the main proposal if the project proceeds.

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## 6. Additional Work

Work beyond the agreed scope (e.g. redesigns, additional site visits, 3D visualisations, or planning resubmissions) will be charged on a **time or fixed-fee basis** as agreed in writing.

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## 7. Copyright & Intellectual Property

All drawings, designs, and documents produced by Habitat Architecture remain the **intellectual property** of Habitat Architecture until full payment is received.

Drawings may not be copied, altered, or used for construction without written consent.

Habitat Architecture retains the right to display the project for portfolio and marketing purposes.

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## 8. Termination

Either party may terminate the agreement in writing. The client will be invoiced for work completed up to the termination date, including any costs incurred on their behalf.

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## 9. Professional Indemnity & Liability

Habitat Architecture maintains Professional Indemnity Insurance appropriate to the nature and scale of its work.

Liability is limited to the value of the professional indemnity cover held at the time of appointment.

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## 10. Confidentiality & Data Protection

All client information is treated as confidential and handled in accordance with the UK General Data Protection Regulation (GDPR).

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## 11. Validity & Jurisdiction

Proposals remain valid for **30 days** from issue.

These terms are governed by and construed in accordance with **the laws of England and Wales**.

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## Document Reference

Habitat Architecture – Standard Terms of Appointment (Planning Stage)

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