



## **iPlans – Standard Terms of Contract**

### **1.0 Scope of work**

1.1 iPlans shall agree in the initial Quotation (see appendix) with the client the terms upon which the service is to be provided, and at the time of agreeing to accept the commission which is detailed in the Quotation. The agreement for services shall incorporate the following provisions, (unless in specific circumstances, the nature of the commission clearly renders them inappropriate) and is the basis of the contract between the parties.

### **2.0 Service Deliverables**

2.1 iPlans carries out the following works;

2.1.1 Surveys, drawings and submissions for planning applications; surveys, drawings and documentation for building regulations applications, structural engineer's calculations for building regulations submissions and other specialist reports.

2.1.2 Submission of planning applications, building regulation documentation and other specialist reports to an appropriate local council or private inspection company. iPlans do not offer a tendering or project management service.

2.1.3 Ongoing communication with local councils to achieve a planning decision.

2.2 All documentation will be provided electronically in a PDF format ONLY to the client. DWG files and paper copies will not be provided.

### **3.0 Approach**

3.1 Role of iPlans

3.1.1 iPlans shall have the Client's authority before proceeding with the scope of work or part thereof and having received that authority, shall be deemed to have express permission to provide as agent for the client, all service deliverables necessary for the proper performance of that scope. Authority and agreement will have been deemed to be given by the client and acceptance of the Client Proposal, terms of contract and agreement of the Client Proposal by making payment of the Survey Fee payment to iPlans. iPlans are not architects or registered with RIBA or ARB. We are though architectural designers with our own inhouse Town Planner and Chartered Structural Engineer, with full professional indemnity insurance for all the work that we undertake. We specialise in extensions, loft conversions, garden rooms and residential remodels



### 3.2 Responsibility of the Client

- 3.2.1 Payment of the Survey Fee shall confirm that the customer has accepted the full Terms of Contract of iPlans.
- 3.2.2 Appropriate safe access will be provided to the surveyor at the agreed time of visit. If the surveyor is unable to access the property, the client will be liable for all costs reasonably committed and incurred by iPlans.

### 3.3 Responsibility of iPlans

- 3.3.1 It is the responsibility of iPlans to supply the service deliverables and where it is considered that other consultants are required to undertake part of the design work, iPlans shall advise the client of the need, and iPlans shall appoint such consultants whose fees will be separate from, and additional to, those charged by iPlans. On the initial client Quotation estimates are given of those services that are known at the time and these may vary in terms of cost due to a required variation in design. Structural engineer's fees at the point of Proposal are a best estimate.
- 3.3.2 iPlans shall co-ordinate the design work of the other consultants and integrate this into the overall design for which iPlans is responsible within the Quotation.
- 3.3.3 No guarantee will be given by iPlans that the works will receive the necessary statutory approvals. It is not within the authority of iPlans to guarantee planning permission approval. This is down to the design, local and national planning guidelines and the determination of the local planning authority. However, iPlans will work on behalf of the client to meet all appropriate requests of the council deemed necessary to comply with planning and building regulation requirements.



## 4.0 Fees

- 4.1 iPlans Fees will be provided in the form of a Quotation. Costs quoted by iPlans via the online proposal process are valid for a period of six months from the date of issue. iPlans reserves the right to withdraw any quotation not accepted within a period of six months of the date of issue. The client must pay as follows;
- 4.1.1 Full payment of iPlans survey fee prior to completion of a survey and commencement of proposed drawings only. All building regulations specification fees, structural calculations fees and any other specialist report fees need to be paid in full prior to the commencement of works as detailed in the iPlans Quotation.
  - 4.1.2 Once proposed drawings have been signed off by client full payment of the balance of the iPlans planning Management fee prior to submission to local council.
  - 4.1.3 Fees shall be paid by the client prior to work being carried. A Quotation detailing the work including appropriate and agreed expenses or disbursements incurred by iPlans during that period and also to include, as appropriate VAT at the then current rate.
  - 4.1.4 Invoices shall be paid in full as agreed elsewhere. Failure to make payment under this Agreement can result in the immediate termination of this Agreement (see clause 8). Further, iPlans reserve the right to charge interest on all outstanding amounts in line with the Late Payment of Commercial Debts (Interest) Act 1998 (UK).
  - 4.1.5 All fees required to be paid to statutory bodies will be paid by the client (These include fees to the local councils for planning and building regulations submissions, these fees are normally paid via electronic payment to the relevant local authority). Fees to Private Inspection Company will be paid by the client directly to iPlans prior to the submission of the building regulations application.
  - 4.1.6 Additional fees will be charged at an agreed rate, on a time basis where extra work and/or expense is caused by reasons beyond the control of the iPlans. These rates are to be agreed at the outset in writing.
  - 4.1.7 Expenses and additional fees may include, for example, the cost of printing, reproduction or purchase of all documents, drawings, maps, models, photographs etc.; hotel and travelling expenses; the cost of postage, telephone, facsimile etc. as necessary. All expenses will be agreed in writing with the client.



- 4.1.8 Additional fees will be charged for any changes made after the submission of a planning application or building control application. If a builder or client changes the agreed design of a scheme, after signoff, additional fees will be quoted for and payment will be required prior to the works being carried out. This will include but not limited to: Redesign of internal layout, revised structural design, changes to approved planning drawings, reworking
  
- 4.1.9 iPlans to not provide a site visit service, any issues on site are normally resolved by the building inspector as part of the inspection process. We offer online design sessions using screen share and/ or a conference call. These design sessions are chargeable and will be agreed and paid by the client prior to them taking place

## **5.0 Service Levels**

- 5.1 iPlans will strive to achieve the following service levels;
  - 5.1.1 Provide the customer with a quotation within 2 working days of initial meeting (including estimates of other costs e.g. structural engineer) Complete Surveys within 10 working days of the commission and payment of invoice.
  - 5.1.2 Provide drawings within 10-15 working days of paying the invoice.
  - 5.1.3 Provide amendments to draft drawings within 5 working days.
  - 5.1.4 Submit plans to council within 5 working days of client approved drawing.

## **6.0 Copyright**

- 6.1 The Copyright in all drawings, specifications and documents prepared by iPlans, and in the work executed from them, shall remain the property of iPlans unless otherwise agreed.
- 6.2 iPlans will not be liable for the use of the documents by others, for any purpose for which the documents were not intended. The copyright license will not be effective (and all drawings will not be available for customer use) unless all fees and expenses are paid on the due date(s).
- 6.3 All drawings, documents and specifications will be supplied by iPlans to the client in an electronic pdf format only.



## **7.0 Termination or Postponement**

7.1 An Agreement between iPlans and a Client may be postponed or terminated by either party on 14 days' written notice; by agreement or in the event of specific circumstances, i.e. material breach or failure to comply with obligations under the agreement which are not remedied within a particular period; and insolvency, bankruptcy etc. of either party. In the event of such circumstances iPlans shall be entitled to remuneration to cover preparation time, opportunity lost and loss of profits in accordance with the agreement, for the services provided with due authority to the date of determination.

## **8.0 Disputes**

8.1 All unresolved disputes or differences under or arising out of the agreement entered into between iPlans and a Client shall be referred to either:

8.1.1 A single arbitrator in accordance with the Arbitration Acts, or any statutory modification or re-enactment thereof for the time being in force OR

8.1.2 The Institute's short arbitration procedure run independently by the Chartered Institute of Arbitrator

## **9.0 English Law and Jurisdiction**

9.1 This contract is governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

9.2 The trading name is iPlans and the limited company name is The Planning House Limited, so the quotation and terms of contract applies to both iPlans and The Planning House Limited.

9.3 Client shall include any person or body who commissions services from iPlans.

9.4 Building Contractor in this document shall include all contractors engaged by the client to construct the works in whole or in part and shall include selected suppliers of products and components.



## **Appendix**

### **10.0 Client proposal, amendments and changes**

#### **10.1 Client Quotation**

This is to establish the client's requirements, following a detailed discussion with iPlans. The Client Quotation will include any new works or changes including extensions and design format, so that a detailed representation of the proposed scheme can be produced as a PDF drawing by iPlans.

#### **11.0 Amendments**

- 11.1 iPlans will provide for 2 sets of amendments to the drawings to be completed within a 6 month period from completion of survey, without any additional charge to the client. Any further amendments required will be charged at £50 per drawing with one set of amendments (REV C and REV D)
- 11.2 iPlans will also allow for 1 set of amendments to floor plans and elevations within a 6 month period from when commissioned to produce a building regulations specification, without any additional charge to the client.
- 11.3 After this 6 month period for either a planning application or building regulation application, iPlans will charge additional fees to amend the drawings. We will provide a quotation for the drawing amends and the fees will need to be paid prior to completing this work.

#### **Amendments could include multiples of the following changes request;**

- 11.3.1 Internal changes consisting of moving walls, windows, door openings, staircases and roof windows
- 11.3.2 Creating new rooms, extending existing rooms and sub dividing existing room
- 11.3.3 Changes on room descriptions.
- 11.3.4 Increasing or reducing the size of the extension/ loft conversion etc from the original proposed drawings.
- 11.3.5 Adding an additional dormer window.
- 11.3.6 Changing the roof configuration, pitch or design
- 11.3.7 Adding or removing a balcony or decking



**12.0 Additional charges - we will provide a quotation for any changes detailed below, minimum charge will be £120 per drawing**

- 12.1 Significant changes to the original proposal and first draft drawings, including changing a single storey extension to a two storey extension etc.
- 12.2 Adding a loft conversion or other extensions/ outbuildings that were not included on the original quotation.
- 12.3 Changes requiring additional structural engineering calculations.
- 12.4 Changes requiring re-write of the Building Regulation specification, including but not limited to changes to the foundation design, floor design, wall design and roof design.
- 12.5 Building over Agreement, Flood risk Assessment, other specialist reports, specific sectional drawings requested by the Planning Department.
- 12.6 Building Regulation submissions to the Local Council or non- approved Private Inspection Companies, there will be a minimum fee of £100 plus VAT to cover submission. Additional charges will be payable if the council or non-approved Private Building Control Inspection companies request additional information regarding a building regulations specification or structural calculations
- 12.7 Major changes will be charged per drawing change, per rewrite or per calculation. For example, if a single storey extension is changed in size, an amended application will require 3 new drawings (this will affect the proposed ground floor plan and proposed elevations for planning and the section for building regulations) and this fee is payable immediately.

**13.0 Contractors and Building Project Managers**

- 13.1 iPlans do not offer a project management/ tendering service for clients, but we will work with and provide guidance to our clients, their contractors and building project managers during the project.
- 13.2 Contractors/ building project managers should review all drawings, building regulations specification and structural calculations prior to the commencement of works and contact iPlans at the earliest opportunity and always prior to the build, with anything that is not clear from the information iPlans have provided.
- 13.3 All drawings are preliminary and not working or construction drawings. It is the responsibility of the contractor/ building project manager to check all site dimensions, current building construction and ensure that proposed iPlans structural calculations and building regulations specification are based on the correct construction and design.



- 13.4 iPlans are only able to work with contractors or experienced building project managers who have a good command of spoken and written English. Where this is not the case, the client will need to employ (at their cost) an experienced building project manager, who is able to undertake this role on behalf of the client, this role cannot be undertaken by the client unless they are suitably qualified in this role.
- 13.5 Any changes in design or construction will incur costs for iPlans to review and undertake changes in the structural design and building regulations specification where required.
- 13.6 Any requests for clarification of design or detailing during the build will need to be sent via email with photos and drawings where appropriate. These changes will take up to 5 working days to review and where new structural calculations or a new building regulations specification is required, a further 5 working days to provide.
- 13.7 Any deviations or changes to the original design by the client, contractor or building inspector whilst the project is on site, will incur additional costs. iPlans do not provide a Site Visit Service and will consult on such matters via email or with a live conference phone call, charges for this service will be agreed and paid prior to commencing works or conference calls. Additional charges will be incurred if changes are required to the structural calculations or building regulations specification, these will be quoted and charged for prior to the additional works being carried out.
- 13.8 Work should not start on site until the contractor/ building project manager has thoroughly reviewed the project and specifically the building regulations specification, structural calculations and current building construction. If there are any discrepancies or changes required on the original design work, all works should stop immediately, until a new design has been agreed between iPlans, contractor/ building project manager and building inspector.

iPlans will supply names of contractors who we have worked with in the past if requested by client. We are not recommending or indemnifying these contractors, the client needs to carry out due diligence on all potential contractors. Taking up references on current projects that are ongoing and recently completed projects and speaking to the client direct. We do not recommend paying deposits. There should be an agreed schedule of payments based on work completed, not about to be carried out. It is very important that a contractor does not get ahead on payments, as there is little incentive for an unscrupulous contractor to remain on the project. iPlans are not liable for any disputes with contractors be it financial, quality of works or any other issue.