



## TERMS AND CONDITIONS – JUNE 2026

### Standard Fee Exclusions

- Any design work for which it will be necessary to hire another consultant such as a Structural Engineer or Quantity Surveyor / Estimator unless expressly noted in our fee proposal
- Any fees relating to applications to obtain statutory approvals such as planning permission or Building Control services.
- Any costs associated with obtaining OS plans, contracts, surveys or 3rd party assessments necessary to complete this project.
- Any extra work that changes the Scope of the Services stated above including complete redesign of the agreed concepts
- Any reasonable disbursements such as travel costs and printing. These will be itemised separately on our invoices for clarity. Fuel will be charged at £0.45/mile, printing costs will be confirmed in advance.
- Additional Contract Administration work required during RIBA Stage 5 under the Building Contract due to delays to the programme not caused by Architecture Unknown. We will not charge you if all construction work is paused completely and the Contractor has demobilised.
- Additional work will be charged at £85/hr and will be agreed in advance with client prior to commencement

### General Duties

- Act as CDM Principal Designer and undertake all work required by the Construction Design Management (CDM) Regulations 2015 and the Health and Safety at Work Act 1974 including giving advice on your responsibilities.
- Lead Designer – coordinate other consultants
- Act as your architect and undertake design work
- Undertake our Architectural Duties as set out in the ARB code of conduct
- For residential projects (acting directly for homeowners) – Act as Building Safety Act Principal Designer as set out by the Building Safety Act 2022 unless this role is resigned in writing and advice on appointing another party to this role is given.
- For commercial projects – We do not assume any of the duties of the Principal Designer under the BSA 2022 unless formally appointed to do so in writing. We are happy to discuss this as the project progresses and can advise you of your role and responsibilities as Client under this legislation
- Architecture Unknown do not assume any liability for the construction cost of the works. We will exercise reasonable skill and care in line with our duties under the ARB Code of Conduct and engage relevant professionals and contractors at key points to inform and advise you, as far as reasonably practicable, about the pre-construction estimated cost of the project. Should a project be costed over budget we would be happy to work with you to make reasonable amendments to the scheme to address this disparity. Additional fees may be due for this at our discretion but we will inform you in advance of any significant changes requiring additional fees.

### General Terms

- Our payment terms: invoices are due on receipt and become overdue after **7 days**.
- We will not make any material changes to the Services unless it is by agreement of both parties.
- This fee proposal is made on the assumption that the conditions of appointment are in accordance with the RIBA Domestic Professional Services Contract and Memorandum of Agreement.
- We will issue staged invoices corresponding to the completion of key elements of our work as outlined in our fee proposal. If there is anything which is unclear in relation to payment triggers please enquire. In absence of any such queries our intended payment schedule will be deemed correct.
- If payment of any sums properly due is not made within 7 days of the date of issue of the relevant account then the Late Payment of Commercial Debts (Interest) Act 1988 will apply simple interest at 8% per year over the dealing rate of the Bank of England Rate current at the date that payment becomes overdue together with reasonable debt recovery costs.
- Our reasonable debt recovery costs will be covered through the imposition of a 5% surcharge against any invoice which remains overdue for a period of 14 days (21 days post invoice issue). This surcharge will increase by 5% of the cumulative overall debt for every month it remains unpaid thereafter.
- We may give at least seven days written notice of our intention to suspend use of the copyright licence.
- Should the project be cancelled or significantly delayed, a pro-rata invoice will be charged up to the point within the ongoing stage that has been reached to cover all reasonable work in progress.
- Upon project completion, Architecture Unknown Ltd reserves the right to photograph the property for use in marketing and promotional materials.



- We reserve the right to update these Terms and Conditions from time to time and will retain an up-to-date copy of our most recent Terms and Conditions on our website [HERE](#). The Terms and Conditions applicable to your project will always be the most recently published and will apply to all work undertaken by Architecture Unknown Ltd.

## Liability and Insurance

- Our liability to you will expire after six years from completion of the services or, if earlier, after practical completion of the construction of the project or such earlier date as prescribed by law.
- Our maximum liability to you for loss or damage will be limited to £1,000,000 in respect of each and every claim or series of claims arising out of the same originating cause, except for claims arising from pollution and contamination, where the annual aggregate limit is £1,000,000
  - Asbestos, where the limit for any one claim and in the aggregate of all claims is £250,000
- We shall maintain until the expiry of the liability period professional indemnity insurance in the amount of £1,000,000 for each and every claim to cover for the amounts above. We would be pleased to provide documentary evidence of the insurance, if required.
- Architecture Unknown Ltd's liability shall be limited to such proportion of the total loss or damage as it would be just and equitable for AU to pay, having regard to the extent of the AU's own responsibility. It is agreed that all other consultants, contractors and sub-consultants involved in the project will be deemed to have provided contractual undertakings to the Client on terms no less onerous than those in this Agreement and to have paid their fair share of any loss. AU will not be required to pay any amount which another party would have been liable to pay, whether or not that other party is able to meet its liability.

## Copyright

- We would assert our ownership of the copyright to all drawings and documents that we produce for your project and assert our moral rights to be identified as the author under the Copyright, Designs and Patents Act 1988.
- Subject to payment of fees and other amounts properly due, you may copy and use those drawings and documents for purposes related to your project only.
- Your right to copy and use does not extend to any future purchaser, leaseholder or tenant of your property without our prior agreement.

## Disputes

- We will endeavour to settle any matters brought to our attention by negotiation or mediation.
- At any time, should other dispute resolution methods fail, either party can start court proceedings to settle the dispute at any time.
- Nothing shall prevent either of us from referring any dispute to adjudication at any time under the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011.