

## **CAL Design and Construction Services Terms and Conditions**



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The following terms and conditions have been prepared to provide the baseline for any contractual obligation between the company "CAL Design and Construction Services Ltd," registered in England under number 11859508, and the client. The terms and conditions hereby are divided into general terms and conditions related to all activities such as agreement, engagement, fees and payments, dispute resolution, liability, and insurances, etc., and specific terms and conditions required for each of the services we provide.

Within the terms and conditions, reference to CAL Design and Construction Services as a business will include "us," "we," "ours," and "CALD&CS." Reference to the client will include "you," "he/her," "his/hers," and "they." The terms "written communications" and "approve in writing" includes any or all communications via letter, email, or mobile text that can be recorded in an image and saved into a project file.



## Contents

General Terms and Conditions.....	1
1. Instruction of Work – Agreement.....	1
2. Company Engagement.....	2
3. Client Engagement.....	3
4. Payments, Fees, Deposits and Retention.....	4
5. Liability, Dispute Resolution, and Insurance .....	5
6. Complaints and Disputes .....	5
Specific Terms and Conditions.....	7
7. Inspection and Surveys .....	7
8. Investigations.....	8
9. Monitoring .....	9
10. Repair / Remedial Works – Design Stage .....	9
11. Repair / Remedial Works – Construction Stage .....	9
12. Calculations .....	9
13. Miscellaneous Services.....	10
14. Limitations .....	10

## General Terms and Conditions

### 1. Instruction of Work – Agreement

- 1.1. Upon submission of the initial quote, a written communication from the client accepting the quote will be deemed an instruction to start working on the project and to provide the services specified in the quote.
- 1.2. The written instruction mentioned above creates a contract between us, "CAL Design and Construction Services Ltd," and the client.
- 1.3. By providing an instruction of work as described above, such instruction implies the full acceptance of the terms and conditions hereby listed, as well as the ones specific to the activities required in the quote.
- 1.4. Third-party services outside the scope of our original quote will be communicated to the client at an advisory level; quotes from suppliers may be offered to the client, and orders of work will be issued only after the client's written instructions of acceptance of their quote.
- 1.5. We reserve the right to engage third-party services to act on our behalf in order to provide, execute, and/or complete the services, duties, and obligations within our original quote. Third parties engaged in this way will be deemed our subcontractors, and therefore, any communication in relation to their service and performance needs to be addressed directly to us.
- 1.6. All instructions from the client to us regarding our services (including instructions to vary, add to, or suspend the services) shall be given by the client or through the client's representative to us in writing or, if given orally, shall be confirmed in writing within seven days.
- 1.7. Our design, survey, and monitoring quotes are valid for 60 days unless specified in the quote; if the quote involves construction works, these quotes will be valid for 30 days from the day they are sent.
- 1.8. The Client shall have the right to cancel a new instruction within 14 days of confirming the instruction unless the Client has requested the service to be completed in full within this period. If the Client cancels the instruction within the 14-day 'cooling-off' period and the instruction has not already been completed, cancellation fees will apply as follows:
  - 1.8.1. Day 1: no penalty
  - 1.8.2. Days 2-4: 30% of the fee retained
  - 1.8.3. Days 5-7: 50% of the fee retained

1.8.4.Days 8-10: 70% of the fee retained

1.8.5.Days 11-14: 100% of the fee retained

## 2. Company Engagement

2.1. CAL Design and Construction Services shall exercise reasonable skill, care, and diligence in commencing and completing services required in writing by the client.

2.2. We will seek to provide assistance to determine viable solutions for your requirements at the earliest stages of the design.

2.3. We will offer a free initial consultation to help define the scope and brief for the job. Further consultations and subsequent meetings will be charged at the discretion of the engineer, who will have the following guidelines to assess the free consultation and any additional charges:

2.3.1.- 1.5 hrs on-site for sites within a 15-mile radius from our office.

2.3.2.- 1 hr on-site for sites between 15 to 30 miles from our office.

2.3.3.We agree to do site visits beyond these distances but reserve the right to charge for mileage, at the discretion of the engineer, independently from the outcome of the meetings.

2.4. We will provide updates at reasonable time frames and notify the clients of any issues or elements that may affect the delivery of their services concerning time, cost, and quality when brought to our attention.

2.5. We will collaborate with third parties to provide, when possible, a complete solution to the client's needs (in accordance with 1.4 and 1.6 of our T&C). Any association, subcontracts, or related activities would be arranged to provide the best quality and commitment as originally agreed with the client.

2.6. When the projects or services we have been hired for require local authority approval, such as planning or building control, we will not make material alterations or changes deviating from the original design agreed with the client unless approved by the client or in extenuating emergency circumstances.

2.7. We reserve the right to review the quote cost of services if the client instructs additional works or if the brief described in the original quote changes, on the basis of reimbursement for additional time expended plus any expenses incurred up to the time of these changes based on our hourly rate as described in 4.2.3 of our T&C.

2.8. We will ask for permission from the client to:

2.8.1. Access and photograph the project from startup until completion (within a 2-year period after completion).

2.8.2. Publish the photographs on our website as part of our portfolio.

2.9. We reserve the right to charge for meetings beyond the original scope in the quote, different from the ones offered in 2.2 of our T&C, on the basis of reimbursement for additional time expended plus any expenses incurred (based on hourly rate described in 4.2.3 of our T&C).

### 3. Client Engagement

3.1. The client shall advise of their requirements for the jobs requested and any changes during the design phase that may be considered necessary to satisfy their brief.

3.2. The client will provide us, free of charge, any information in his/her possession or of which is reasonably obtainable documentation that would benefit the project.

3.3. The client will approve in writing all documents and drawings prior to submitting them to any local authorities or third-party companies at a reasonable time to prevent delays in the progress of the job.

3.4. The client acknowledges that we will advise, to the best of our knowledge at the time of the quote and with the information available to us, as to whether a proposed development requires planning permission based on the general Permitted Development Order 2023 and accepts that CAL Design and Construction Services takes no responsibility for this advice without formal enquiries being made to the local authority.

3.5. It is the client's responsibility to make us aware and ensure themselves that any relevant development approvals are in place in line with their deeds, planning conditions on the building or the land, including but not exhaustive of 'rights of way' (shared drives), covenants, developer restrictions, S106 conditions, water authority approvals, etc.

3.6. The client acknowledges that although we will use our best knowledge and endeavor to prepare and design a solution, in our experience, it will have a good chance of being approved; however, we will not guarantee that the local authority approval will be granted, nor the timescale of the approval process.

3.7. The client acknowledges that unless directly instructed, building control approval will fall within his responsibilities. We will apply for Building Control and certificate only when appointed by the client or when we have been chosen as the main contractor, in which case we would include a charge for the application and administrative cost.

3.8. Following the decision from the local authorities regarding changes and/or amendments to the design that result in modified drawings or submission of new applications or details, any further design will be

subject to additional fees that will be calculated based on our hourly rate as stated in 4.2.3 of our T&C.

- 3.9. The client acknowledges that we will not warrant the competence, performance, works, services, products, or solvency of any other person or companies that may be instructed (by a separate agreement between the client and another party) during the project. The responsibility lies with the client to make such separate contractual agreements with those third parties.

#### 4. Payments, Fees, Deposits and Retention

- 4.1. Our invoices will be issued upon completion of the design or the stages agreed and described in the original quote; payment of the invoice is expected within 10 working days from delivery of the design services, and up to 15 working days for construction services. We reserve the right to withhold, stop, and suspend services for works that have delayed payments above the stipulated days.

- 4.2. Our fees are divided into three types:

4.2.1. Bulk sum. We use this type of fee for the architectural and structural design of small, simple jobs or for inspections or surveys where we can, within a reasonable degree of accuracy, account for a number of specific hours for the job.

4.2.2. Staged sum. We quote a figure that may be divided into the stages we consider relevant to the project or previously agreed with the client; the payment of these fees is linked to the stages recognized in the job.

4.2.3. Hourly rate. Our rate is £90.35 per hour, which is the rate used to calculate any consultancy and design services and additional design work or meeting rates. This rate is calculated in segments of 15 minutes and does not include the cost of mileage incurred during our visits; these will be charged at the cost approved by HMRC for business miles.

- 4.3. Deposits are not required for designs, inspections, or surveying services up to the £12K range; above that threshold, we will price the services in stages, and we will require a deposit of 25% at the start of each stage. A deposit between 20% to 25% of the total job will be required when the works comprise construction and physical jobs including, but not limited to, testing, demolition, and construction alike; this deposit will cover the initial cost of materials and services subcontracted by us.

- 4.4. We reserve the right to hold the production or progress of the design and/or construction services until agreed payment has been made.

- 4.5. The specified fees do not include, and the Surveyor shall be entitled to payment at the specified hourly rate for any work not specified in the Scope of Service and arising out of or in connection with:

4.5.1.4.5.1. Preparing maintenance manuals or other documents, drawings, maps, photographic and other records, models, and presentation materials.

4.5.2. Varied instructions resulting in additional or abortive work.

4.5.3. Defects in materials or in the work of others.

4.5.4. Reinstatement of damaged work.

4.5.5. The appointment of new, main, or other contractors.

4.5.6. Assessment or arbitration of contractor's claims.

4.6. Retention – this is only applicable to construction services. We agree that the client will hold retention up to a value of 5% of the total work; 2.5% will be payable after completion of works and the remaining 2.5% payable within 60 days after completion of the job and the snagging list.

4.7. The client accepts that it is his/her responsibility to set and pay the fees from third parties directly contracted by him/her and we do not bear any responsibility for such arrangements; we reserve the right to add administrative costs if we need to provide or manage any invoices to third parties outside the scope of our quote.

## **5. Liability, Dispute Resolution, and Insurance**

5.1. At no point can any liability be placed directly on the Inspector/Surveyor/Designer in respect of the services provided except for such liability as ought to be covered by the firm's insurances.

5.2. The liability shall be limited to the level of cover obtained by the firm and in no event shall the firm's liability exceed the fees paid to the firm, whichever is less. Details of the firm's level of cover are available upon request from the firm's principal office.

5.3. No liability shall attach to the Surveyor either in contract or in tort for loss, injury, or damage sustained as a result of any defect in any material or the act, omission, or insolvency of any person other than the Surveyor; the Surveyor shall not be liable to indemnify the client in respect of any claim made against the client for any such loss, injury, or damage.

5.4. The Surveyor shall, upon written request by the Client, produce evidence by way of certificate of insurance, receipt of premium, or otherwise as appropriate that professional indemnity and public liability insurance has been effected and remains in effect.

## **6. Complaints and Disputes**

6.1. In the unlikely event of needing to raise a complaint or reach a dispute stage, our complaint and dispute procedure is based on the following stages and aims to provide a clear tool for the client and/or third parties in these events.



- 6.1.1. The client or third party logging the complaint about our services should contact us immediately when the issue arises, ideally in a way that can be recorded for storage, such as a letter, email, text, or pictures with captions; if the complaint is logged via telephone, we will request details such as name, email, and phone numbers and will transcribe the complaint in our database and confirm its content with the grievant via email.
- 6.1.2. Once the complaint has been logged, we will have 15 working days to study and investigate the complaint, unless it is a matter of urgency on-site and requires immediate attention; after this period, we will provide feedback of the results to the clients, either acknowledging and accepting the concerns raised by the complainant or providing a written statement supporting the result, methodology, materials, or services under scrutiny.
- 6.1.3. If the results of the procedure are not to the client's satisfaction and he/she requires escalation, an independent arbitrator agreed upon by both parties can be brought in to review the case and reach a conclusion.



## Specific Terms and Conditions

### 7. Inspection and Surveys

A specific structural inspection/survey is restricted to visual observations of the matters, concerns, or problems stated in the report. The inspection/survey will be undertaken externally and internally as necessary, and you must provide us with access to all necessary parts, including any basements and roof spaces if possible. We do not normally move heavy furniture, lift floor coverings, or make exploratory holes during an inspection/survey. If our engineer considers that access to any area would be unsafe or potentially unsafe, we will be unable to access such areas unless safety measures are arranged; this may incur an additional cost.

The Surveyor shall perform the Services with reasonable skill, care, and diligence, but:

- 7.1. A General Structural Inspection/survey of the structural load-bearing elements does not include those aspects normally dealt with in a Surveyor's report, such as services, decorations, roof coverings, and the like. The condition of the property with regards to dry rot, timber infestation, dampness, vermin, and the like will be based on the visually available sections or accessible sections of materials.
- 7.2. The structural load-bearing elements normally comprise items such as roof trusses, rafters, purlins, floor slabs, joists, beams, columns, external walls, and internal walls which support other elements, foundations, and the like. The inspection/survey is limited to the main building and excludes any detached garages, outbuildings, walls, fences, etc., unless specifically included in the request. The report is a considered opinion of the structure at the time of the survey only.
- 7.3. Unless noted in the report, we have not considered matters such as contaminated land, asbestos, or other potentially hazardous materials, nor high alumina cement or other potentially deleterious materials.
- 7.4. Our report will include details of the inspection/survey, namely the condition of the property at the time of our inspection/survey, our conclusions on the findings, and our recommendations for any investigations, monitoring, repair, remedial works, or other action required.
- 7.5. Our inspection/surveys will be carried out in a safe manner as advised by the HSE, and no undue risks will be taken. Roof areas will have a head and shoulders inspection/survey.
- 7.6. We do not check electrical installations or appliances as this must be done by members of the IEE Institute; we will, however, advise if this is necessary.
- 7.7. We do not test gas installations or appliances as this must be done by a Gas Safe registered gas engineer; we will, however, advise if this is necessary.

- 7.8. We will advise if we note timber infestation; however, we will not check for timber infestation, as this must be carried out by a member of the British Wood Preserving and Damp Proofing Association (BWPDA). Similarly, damp will also have to be checked and reported on by a member of the BWPDA.
- 7.9. No opening up of areas or lifting of carpets or moving of furniture will be carried out.
- 7.10. Roof inspection/surveys will normally be head and shoulders inspections/surveys unless specifically requested for a roof survey; then we would require the roof to be boarded or safe access arrangements made for the inspection/survey. In any case, old roofs will not be entered as potentially unsafe.
- 7.11. Where during the course of building works the Surveyor makes periodic visits to the site to monitor the contractor's workmanship and progress, to check on the use of materials, the works' conformity to specifications, and to report generally on the progress and quality of the works, having regard to the Terms of Contract between the client and the Contractor, the Surveyor shall not be required to make exhaustive or continuous inspections, and liability for the works shall be limited to that which is reasonably discoverable by the Surveyor undertaking periodic inspections of the site.
- 7.12. Where frequent or constant inspection is necessary or required, a resident surveyor, clerk of works, or resident engineer must be appointed to supervise the day-to-day execution of the Contract. The person will be nominated or approved by the Surveyor and operate under his control and direction. The expense of employing a resident surveyor, clerk of works, or resident engineer must be met by the client, and such an appointment will not be made without the consent of the client.
- 7.13. Where we arrange for other Contractors to carry out specialist reports, we are not responsible for their content.
- 7.14. Where costs are quoted for remedial works, these are budget costs and not fixed costs, and may vary depending on a contractor's availability and location of works.
- 7.15. Where the client employs a contractor under a separate agreement to undertake the construction of other works, the client will hold the contractor, and not the surveyor, responsible for the contractor's operational methods and for the proper execution of the works.

## 8. Investigations

- 8.1. Our services will be limited to an investigation of the problem(s) specified. Investigations may include archive research, interviewing persons or organisations, making exploratory holes or excavations, opening up or taking apart, taking samples, undertaking tests, and any other activities necessary to determine the extent and cause of the problem.
- 8.2. Investigation work may cause damage – particularly to finishes and decorations. If you request us to carry out any investigation work, this will indicate to us that you have all the necessary permissions

from the owners and tenants of the property for us to carry out the work. Reinstatement is not included.

- 8.3. Our report will include details of the investigations, our conclusions on the findings, and our recommendations for any monitoring, repair, remedial works, or other action required.

## **9. Monitoring**

- 9.1. Our report will include details of the monitoring, our conclusions on the results, and our recommendations for further investigations, repair, remedial works, or other action required.
- 9.2. Our services will be limited to monitoring the problem areas specified and will involve measurements and visual observations at regular intervals for a predefined period if agreed with the client.

## **10. Repair / Remedial Works – Design Stage**

- 10.1. Our services may include the detailing, scheduling, and specification of repairs and remedial works as agreed. We can also include the preparation of tender documents, obtaining competitive tenders, reporting on the tenders, and applying for Building Regulations and/or other necessary approvals. Building Regulations fees and the like will be extra.

## **11. Repair / Remedial Works – Construction Stage**

- 11.1. Our service may include inspecting the contractor's work on an occasional site visit basis and administering the contract.
- 11.2. We normally undertake site inspection/surveys at weekly intervals, although the frequency may vary according to the needs and progress of the works.
- 11.3. We will issue instructions to the contractor and variations to the contract as necessary. Please note that you must not instruct the contractor yourself.

## **12. Calculations**

- 12.1. Calculations will include a site visit wherever possible, although it is possible to work from your architectural drawings; however, the onus for dimensions will remain with the person providing the plans or, if indicated in the drawings, the responsibility of the project manager and/or the builder. All steel beams are calculated based on clear openings, and a bearing length of generally 150mm each side should be added to the length used.
- 12.2. According to your requirements, we will give structural advice on the feasibility of your proposals and will prepare structural calculations and sketch details for incorporation into your architectural drawing, for building regulations submission, and for your builder's use and information.

- 12.3. Architectural, general arrangement, or structural drawings are not normally prepared and will only be prepared if agreed in writing. Please be aware that architectural drawings are typically required for building alterations and extensions in all but the simplest cases.

### 13. Miscellaneous Services

- 13.1. The scope and any limitations to miscellaneous services will be agreed upon with you before commencing. A specific set of Terms and Conditions will be issued in projects where CAL Design and Construction Services Ltd performs as a main contractor.

### 14. Limitations

- 14.1. The reports provided by the company are for the sole use of the person instructing the works and cannot be passed to a third party without the consent of CAL Design & Construction Services Ltd as the content will not be guaranteed to be correct as to when the report was transferred.

