

CONTRACT FOR APPOINTMENTS

PROJECT: ST ALBANS: SECONDARY SCHOOL

CLIENT: HERTFORDSHIRE COUNTY COUNCIL

DATE: 29 MARCH 2009

PROJECT NO: 40570

Vincent and Gorbing ("The Company") is pleased to submit the accompanying proposals relating to the above project. We propose that, on receipt of instructions, our contract with the client for this project shall be deemed to be subject to the following standard conditions unless otherwise agreed.

The Client

1. The client is deemed to be the person, company or body named above. The client will be liable for all invoiced fees, expenses, disbursements and VAT properly incurred in carrying out the project under the terms of this contract.

Scope of Work

2. The scope and nature of the work to be carried out shall be as described in the workplan and/or letter which accompany this contract, subject to any variation which may be agreed by both parties.

Fee Basis

3. Professional fees will be charged on the following basis:
 - (i) Where the accompanying fee proposal is expressed as a BUDGET, fees for the tasks outlined in the workplan will be charged on a 'time spent' basis (i.e. hourly rates) as per the attached schedule. The company will ensure that the budget figure is not exceeded other than by prior arrangement.
 - (ii) Where the accompanying fee proposal is expressed as a FIXED FEE, fees for the tasks outlined in the workplan will be charged on the basis of the stated figure.

Variations to Workplan

4. Any additional services requested or authorised by the client, outside the scope of the agreed workplan for the project, will incur additional professional fees and expenses based on the current rates set out in the accompanying schedule, or as may be advised on receipt of further instructions.

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Expenses

5. Unless otherwise indicated on the workplan:
- (i) All travelling and in-house lithography (including photocopying and plan printing) will be charged in addition, based on the accompanying schedule of standard charges.
 - (ii) All other necessary expenses will be charged at cost. Such expenses may include: purchase of planning documents, ordnance survey maps, external printing and other external services, meals, hotels, and fares. Expenditure on these items will normally be controlled by the company unless otherwise instructed by the client.

Fee Payable to Local Authorities

6. Any fees due to local authorities, in respect of planning applications, consultations, or other services, will be payable by the client and are excluded from our fee proposal.

VAT

7. VAT will be applied at the standard rate to all professional fees and expenses.

Invoices

8. Invoices will normally be levied on completion of identified work stages, but the company reserves the right to invoice for partially completed work stages in the event that completion is substantially delayed due to circumstances beyond our control.

Settlement

9. Settlement of invoices will be required within 30 days. Beyond such period, the company reserves the right to charge interest at 1% above base rate, in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

Period of Validity for Fee Proposals

10. The company reserves the right to review any fee proposal if confirmation of the client's instructions is not received promptly.

Programming and Completion of Work

11. Whilst the company will make every endeavour to adhere to any indicated programme for completion of the work, completion dates may be affected by circumstances beyond our control.

Codes of Practice

12. The company's services are provided subject to the respective codes of practice of the R.T.P.I and R.I.B.A. and any other relevant conditions of engagement which may be laid down by either body.