

# Bluelime Residential Terms and Conditions



## Schedule of Deliverables (Planning Phase)

Document Ref: BLR/T&C/SDP/GW/001

### 1.00 Detail Planning Submission Documents

		Provided
1.01	Location Plan (1:1250 or 1:2500)	<input checked="" type="checkbox"/>
1.02	Site Plan/ Block Plan (1:500 or 1:200)	<input checked="" type="checkbox"/>
1.03	Existing and Proposed Floor plans (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.04	Finished Floor Levels and Site Levels (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.05	Existing and Proposed Site Sections (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.06	Existing and Proposed Building Elevations (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.07	Computer renderings of buildings	<input type="checkbox"/>
1.08	Roof Plans (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.09	Area summaries	<input checked="" type="checkbox"/>
1.1	Master Plan Planning Report	<input type="checkbox"/>
1.11	Design & Access Statement - Design principles, applied concepts, access considerations and issues dealt with etc if required by LPA (If required by Local Authority)	<input checked="" type="checkbox"/>
1.12	Certificate of Ownership	<input checked="" type="checkbox"/>
1.13	Agricultural Holdings Certificate	<input checked="" type="checkbox"/>
1.14	Pedestrian and Vehicular Access Roads and Right of Way (1:100)	<input checked="" type="checkbox"/>
1.15	Identification of Waste Storage and Collection provision (1:100)	<input checked="" type="checkbox"/>
1.16	Materials Schedule (Identified within application form)	<input checked="" type="checkbox"/>
1.17	Vehicle Parking Areas (1:100)	<input checked="" type="checkbox"/>
1.18	Biodiversity and Geological Conservation Report	<input type="checkbox"/>
1.19	Land Contamination Assessment Report	<input type="checkbox"/>
1.2	Identification of trees on adjacent land that may effect development	<input type="checkbox"/>
1.21	Completion of a tree removal application (where trees covered by preservation order or are in a conservation area)	<input type="checkbox"/>
1.22	Drainage Detail Plan Identifying Foul and Storm Proposed and Existing (1:100)	<input checked="" type="checkbox"/>

**Coordination of professional presentation materials prepared by others to support Detailed Planning**

### 2.00 Application (if required):

2.01	Presentation model	<input type="checkbox"/>
2.02	Renderings	<input type="checkbox"/>
2.03	Brochure	<input type="checkbox"/>
2.04	Video	<input type="checkbox"/>
2.05	Mood Boards	<input type="checkbox"/>
		<input type="checkbox"/>

### 3.00 Budget Costing

3.01	Budget cost schedules against each layout option	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

Note: If any of the above services are later required additional costs may apply

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## Schedule of Surveys and Specialist Services (Planning Phase)

Document Ref: BLR/T&C/SSP/GW/001

### 1.00 Surveys

		Provided
1.01	Envirocheck desk top survey	<input type="checkbox"/>
1.02	Geotechnical Investigations including soil contamination, ground permeability and interpretation	<input type="checkbox"/>
1.03	Environment Agency Flood Risk Check	<input type="checkbox"/>
1.04	Pile Probing	<input type="checkbox"/>
1.05	Topographical Survey	<input type="checkbox"/>
1.06	Archaeological Survey	<input type="checkbox"/>
1.07	Asbestos Report	<input type="checkbox"/>
1.08	Tree Audit - check preservation orders	<input type="checkbox"/>
1.09	Site Ecological Survey (for BREEAM) – largely perimeter conditions	<input type="checkbox"/>
1.1	Transport Assessment	<input type="checkbox"/>
1.11	Traffic Survey and Impact Assessment	<input type="checkbox"/>
1.12	LEA Land Registry - Confirmation of legal boundaries, easements and access	<input type="checkbox"/>
1.13	Rights of Light	<input type="checkbox"/>
1.14	Daylight Studies	<input type="checkbox"/>
1.15	Groundwater conductivity for feasibility of heat pumps	<input type="checkbox"/>
1.16	Drain Surveys - CCTV, capacity of local systems & buried services	<input type="checkbox"/>
1.17	Background Noise Survey	<input type="checkbox"/>
1.18	Vibration Survey	<input type="checkbox"/>
1.19	Air Quality Survey	<input type="checkbox"/>
1.2	Electromagnetic Radiation	<input type="checkbox"/>
1.21	Utilities to and from site - Gas Water, Electricity, Sewers & Telecoms	<input type="checkbox"/>
1.22	Load capacity of existing services	<input type="checkbox"/>
1.23	Existing Buildings / Measured Survey (Note: this does not include invasive or investigatory surveys for hidden services or structure)	<input checked="" type="checkbox"/>
1.24	Existing Building services locations (ie Boiler, Distribution Board and Electric Meter, Water Intake, Gas main and	<input checked="" type="checkbox"/>
1.25	Review of any party wall structures including retaining walls	<input type="checkbox"/>
1.26	Biodiversity and Geological Survey	<input type="checkbox"/>
1.27	Ground Percolation survey to determine suitability for Soakaways	<input type="checkbox"/>
1.28	Underground scanning – underground structures, infrastructure and services	<input type="checkbox"/>

### 2.00 Specialist Services

2.01	Acoustic model	<input type="checkbox"/>
2.02	SAP Test	<input type="checkbox"/>
2.03	Lighting Model	<input type="checkbox"/>
2.04	3D Visuals	<input type="checkbox"/>
2.05	Water Service Build Over Agreements (Unless confirmed in Design Report/Agreement Clause)	<input type="checkbox"/>
2.06	CDM (Unless confirmed in Design Report/Agreement Clause)	<input type="checkbox"/>
2.07	Soil Mechanics and Investigations	<input type="checkbox"/>
2.08	Party Wall Survey and Agreement	<input type="checkbox"/>

Note: If any of the above services are later required additional costs may apply

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## Schedule of Deliverables (Building Control Phase)

Document Ref: BLR/T&C/SDBC/GW/001

### 1.00 Building Control Submission Documents

		Provided
1.01	Location Plan (1:1250 or 1:2500)	<input checked="" type="checkbox"/>
1.02	Site Plan/ Block Plan (1:500 or 1:200)	<input checked="" type="checkbox"/>
1.03	Existing and Proposed Floor plans (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.04	Finished Floor Levels and Site Levels (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.05	Existing and Proposed Site Sections (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.06	Existing and Proposed Building Elevations (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.07	Structural Design and Calculations (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.08	Roof Plans (1:50 or 1:100)	<input checked="" type="checkbox"/>
1.09	Specification/Standard Notes of Workmanship	<input checked="" type="checkbox"/>
1.10	Drainage Design (Drainage layout) (1:50)	<input checked="" type="checkbox"/>
1.11	Mechanical Design (Positions of Plumbing and Heating equipment and fixtures) (1:50)	<input checked="" type="checkbox"/>
1.12	Electrical Design (Electrical Layouts) (1:50)	<input checked="" type="checkbox"/>
1.13	Lighting Design (Lighting Layouts) (1:50)	<input checked="" type="checkbox"/>
1.14	Door and Ironmongery Schedule	<input checked="" type="checkbox"/>
1.15	Party Wall Agreement	<input type="checkbox"/>
		<input type="checkbox"/>

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## Schedule of Deliverables (Tender & Project Management Phases)

Document Ref: BLR/T&C/SDPM/GW/001

### 1.00 Project Management Services

**These items are only provided where ticked if we have been appointed for Project Management Services within the Agreement Clause**

		Provided
1.01	Produce tender documentation	<input checked="" type="checkbox"/>
1.02	Obtain competitive tender bids	<input checked="" type="checkbox"/>
1.03	Recommend contractor, negotiate and agree contract sum	<input checked="" type="checkbox"/>
1.04	Produce contract documentation (Between Client & Contractor - JCT Minor Works)	<input checked="" type="checkbox"/>
1.05	Copy and issue contract documentation	<input checked="" type="checkbox"/>
1.06	Act as Contract Administrator	<input checked="" type="checkbox"/>
1.07	Place all Contract Instructions	<input checked="" type="checkbox"/>
1.08	Carryout all contract valuations and issue payment certificates	<input checked="" type="checkbox"/>
1.09	Manage the works	<input checked="" type="checkbox"/>
1.1	Ensure Contractor achieves program milestones and take action where necessary	<input checked="" type="checkbox"/>
1.11	Inform Contractor of H&S concerns	<input checked="" type="checkbox"/>
1.12	Collate all guarantees and inspection certificates including Building Control final certificate and electrical test certificates	<input checked="" type="checkbox"/>
1.13	Manage snagging and defects until completion	<input checked="" type="checkbox"/>
1.14	Carryout end of defects meeting at 3 months	<input checked="" type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Note: If any of the above services are later required additional costs may apply



# Bluelime Terms And Conditions

## Notes on Scope of Service, Fees and Programme (Ref BLR/T&C/N/GW/001)

No.	Aspect	<i>Fee proposal for the above commission and scope of service documentation must be read in conjunction with the following notes.</i>
1	Contract	This offer is made subject to contract and the detailed agreement of the scope of service and duties.
2	Scope	This proposal is for all or part of the following services: architectural design services, submitting planning application, on planning approval submission of Building control application at the address as confirmed by client in the Agreement Clause.
3	Scope	We would normally advise to commission a <b>feasibility study</b> before the preparation of full working drawings and specification. The feasibility study will assess the proposed project, presenting an overview and report of the scheme, together with any alternative proposals, budget estimates and if necessary, draft sketch plans. This service gives the Client the opportunity to alter, amend or even abort the project, without incurring any further costs.
4	Scope	Landscape architecture is not provided
5	Scope	The <b>Project Management Package</b> is defined within the Schedule of Deliverables ( Tender & Project Management Phases)
6	Scope	All Cost reporting / estimation to be carried out as part of the Project Management Service
7	Scope	All sub-consultants costs and fees are excluded from this offer including technical, specialist 3D Visualisations, Conceptual 3D visuals.
8	Scope	Services are restricted to those confirmed within the Agreement Clause
9	Scope	Bluelime assumes that public consultation related to the Planning Application will not be required. If this is required further fees may apply.
10	Scope	If a complete scheme design change is required due to unforeseen circumstances whether political or otherwise we reserve the right to review our fee. Conversely, if only further minor design development on the existing scheme is required, within reason, we may be able to absorb the cost within the original fee proposal.
11	Scope	Should the work be amended, reduced or aborted at any time we reserve the right to charge for this element on our current time charge basis at £100/hr
12	Structural Engineer	We will undertake Structural design and calculations where requested in the agreement clause. This can often be through our sub contract structural engineer.
13	Site Survey	We will undertake a measured CAD survey as part of our service. However this is not an invasive survey. It is impossible for us to determine what is going on within existing structures such as floors and walls etc during a measured survey. The building contractors are responsible for any invasive investigations/surveys in order to satisfy themselves that what we have designed can be built and to inform us at quotation stage if they foresee any issues with our designs. They are to price in works necessary to overcome any issues even if this is a PROVISIONAL SUM allowance at quotation stage. We therefore cannot be held responsible for any additional cost resulting from the building contractor not undertaking suitable investigations whether that invasive surveys/structural investigations or not. We will not be held responsible for any inaccuracies within our designs that result in additional cost. It is the building contractor responsibility to inform us in writing of any inaccuracies so they can be resolved and priced before he submits his quote. The building contractor is to undertake investigatory/exploratory works to satisfy himself that all structural requirements have been included in our designs and that he has priced for all necessary structural works whether included in these designs or not. Neither the architect, designer or structural engineer can be held responsible for any additional works required over and above these designs. It is the contractors responsibility to ensure all necessary structural works have been included in his price. Please note that any invasive site survey work that is required will be re-charged at cost in addition to the fees within the Design Report/Agreement Clause. An example of this would be asbestos testing or say lifting carpets to determine span of floor joists
14	Existing Services	It is the building contractors responsibility to check the capacity of the existing heating, cold and hot water storage systems and allow in his quotation for any upgrade works required. We cannot be held responsible for any additional costs resulting from upgrade or renewal works deemed necessary. Heating, Hot/Cold Water and Drainage Design: It is the responsibility of the building contractor to design the heating, hot/cold water and drainage systems in accordance with other notes relating to hot water and heating systems contained within the construction drawings and current building regulations. The drawings relating to heating, hot/cold water and drainage are indicative and subject to site survey by the building contractor or his HVAC subcontractor. All works are to be carried out by an approved Gas Safe contractor with all relevant gas safe certification to be provided on completion. For tendering purposes the building contractor is deemed to have priced the complete heating, hot/cold water and drainage systems in accordance with the construction drawings and to meet current building regulations. Distribution Board (DB). Contractor to allow to renew DB with sufficient
15	Client Obligations	All instructions to Bluelime should be given in writing. The Client must notify Bluelime in writing of any variation which he/she wishes to make to the agreed terms. Bluelime reserves the right to charge an appropriate fee for any additional work.

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No.	Aspect	<i>Fee proposal for the above commission and scope of service documentation must be read in conjunction with the following notes.</i>
16	Planning Permission	Where a Planning/Permitted Development application to the local authority is required we will normally pay for this on your behalf as indicated within our agreement clause. Any mention of planning permission guarantees means that we guarantee we will get a scheme approved by the council which can on occasion take several attempts. It also means that we may have to reduce the scheme significantly to get it approved. So the guarantee does not necessarily relate to the original preferred scheme. It relates to a scheme of some sort be that reduced or not. Should a specialist consultant be required to deal with certain aspects of the Planning application (if applicable), additional charges will apply, which we would advise you of in advance. Where there is a planning rejection and an appeal is necessary we will appoint a planning consultant to work on your behalf and produce the appeal application. This will be quoted as an additional cost to you at the time and will include cost for our own work involved.
17	Building Regulations	It is considered should you wish to proceed to Construction phase that this project will require Building Regulation Permission. The likely Building Regulation Application plan and inspection fees will be dependant upon the extent of the works covered by these regulations and will be confirmed within the agreement clause. We will pay for these fees on your behalf but will charge back to you the client plus the cost of us completing the application documents and liaison with the building control officer. Note: These Building Regulation fee charges are not fixed but based on a sliding scale appropriate to the actual cost of the work. Should a specialist consultant be required to deal with certain aspects of the Building Regulations application (if applicable), additional charges may apply, which we would advise you of in advance.
18	Listed Building Consent	If the building is 'Listed', then an application for Listed Building Consent must be made to the Secretary of State, via the Local Authority. This process can take up to three months. Any associated local authority application fees would be charged in addition to our quoted fee.
19	Conservation Area Consent	If the building is in a conservation area, then a separate application for Conservation Area Consent must be made to the Secretary Of State, via the Local Authority. This process can take up to three months. Any associated local authority application fees would be charged in addition to our quoted fee.
20	Visualisations	An allowance has been made for Architectural 2D drawings only. Visual impact 3D Visualisations, Animated Fly-through and Hand Drawn artists renderings and perspectives are excluded. It has been assumed that as ES consultant will procure the Visualisations associated with any Visual Impact Assessment forming part of the ES. We will, of course, be happy to provide base Architectural information and advice for this task.
21	Models	We have not included for the production of any presentation models.
22	Commencement	Bluelime requires a signed copy of the Agreement Clause as instruction to proceed prior to work
23	Programme	Bluelime have assumed works will be completed within 1 year of commencement of our services. Anticipated program dates have been included within the Design Report/Agreement Clause. The client accepts these are our best estimation of when things should happen but that slippage can occur for things outside our control. Particularly when involving other 3rd parties such as the local authority for planning permission. The client agrees not to terminate their services should this slippage occur without our agreement. Additionally there will be no financial implication to us should slippage occur.
24	CDM	We are not undertaking CDM services unless specifically stated within the agreement clause and the option is selected by the client. The client needs to be aware that it is likely CDM will apply and that they have responsibilities to undertake as required under the CDM regulations 2015. We have included HSE guidance on this within the design report. If the client has any concerns or queries or is unsure about their responsibilities they are to raise them with us at the earliest opportunity. The client must make sure that their selected building contractor is aware of the CDM requirements and give sufficient time for them to comply with them.
25	Spare	
26	Budget	It is important to confirm your available budget for the building works before we commence with design work. Where you cannot confirm a budget, any later re-design required to meet a later provided or reduced budget we reserve the right to charge at our standard hourly rate.
27	VAT	VAT is excluded and is in addition to all fees
28	Payment	As per Design Report/Agreement Clause otherwise default is 50% of total fee on day of site survey, 50% prior to planning application

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No.	Aspect	<i>Fee proposal for the above commission and scope of service documentation must be read in conjunction with the following notes.</i>
29	Payment	Accounts for fees will be submitted at the above agreed stages. Payment is due within 1 working day of the invoice date. The Client must notify Bluelime in writing within 7 days from the invoice date of any dispute he/she has regarding the invoice. All items which are not disputed are due within 14 days from the invoice date. The Client shall not be entitled to make deduction or set off in respect of any other claim.
30	Payment of Statutory Fees	Payment for Planning approval, Building Regulation approval is normally made on your behalf by Bluelime and will be confirmed within the Agreement Clause.
31	Location of Work	The principal design office for the project will be Bluelimes office in Erith
32	Location of Work	Our proposal is based on all work being carried out in Bluelime offices except attendance of meetings and site visits.
33	Software	CAD activity will use Autodesk AutoCAD and issued in pdf format .
34	Issue of Information	Principle medium of issue of information will be electronic. If hardcopy drawings are required these will be charged at £6/drawing
35	Issue of Information	Contractors are expected to obtain their own hardcopy drawings.
36	Issue of Information	Large Volume Colour reprographics are excluded
37		
38	Specialist Designs	Some design elements are considered specialist such as balcony details, manufacturing details for staircases and the like. Such specialist designs will be undertaken by the clients chosen building contractor or sub contractor.
39	Copyright	Unless otherwise agreed in writing (or unless the Client is the Crown), Bluelime shall retain copyright in and ownership of all documentation and other materials prepared by Bluelime. Bluelime may publish or jointly publish any description or illustration of the works with the prior consent of the Client.
40	Liability	The Client does not hold directors, employees, sub-consultants or agents of the Architect liable in respect of any negligence, default or other liability arising from performance of the Services. Suspending or ending the Agreement
41	Insurance	Bluelime shall perform the services with reasonable skills, care and diligence, but no liability shall attach to Bluelime in respect of such services to be provided, except such liabilities as is covered by the public, products and employers liability insurance and professional indemnity maintained by Bluelime.
42	Assignment	Should the Client wish to re-assign all or part of this agreement at any time, prior written agreement is to be obtained from the other party.
43	Suspension and Termination	If at any time either party wishes to suspend or terminate the agreement, then it must do so in writing to the other party giving 7 days notice stating the reasons for such termination or suspension. In the event of termination by the Client, Bluelime reserves the right to claim all fees up to the date of termination.
44	Disputes	In the event if a dispute or difference arising in this Agreement we hope that we shall be able to settle the matter by negotiation or using the RIBA Mediation Service. Alternatively, either of us can invoke the statutory right to adjudication. If we should need help in the appointment of an adjudicator, the nominator shall be the President of the Royal Institute of British Architects.  We have also agreed that, without prejudice to any right of adjudication, a dispute or difference may be referred to arbitration. Should we need help in the appointment of an arbitrator the appointer shall be the President of the Royal Institute of British Architects.
45	Expenses	Travel expenses are included for business travel and subsistence within the M25, should wider travel be required by the client this will require to be reimbursed at cost plus a handling fee of 10%.
46	Schedule Of Deliverables	Documents and services provided are as per the selected package in the pricing schedule included withing the Desgin Report (ie Gold, Silver, Bronze etc). Documents and services provided for the Gold package are further defined within the Schedule of Deliverable documents within these Terms and Conditions



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## Notes on Scope of Service, Fees and Programme (Ref BLR/T&C/N/GW/001)

No.	Aspect	<i>Fee proposal for the above commission and scope of service documentation must be read in conjunction with the following notes.</i>
47	Contingency	We advise the client to always allow at least 10% contingency for un planned/unforseeable works. With extensions and conversions it is impossible to determine every exact detail from the outset. There will always be elements of the build that were impossible to determine at the survey. A contingency sum should always be allowed by the client on top of the building contractors quotes for unplanned/unforseeable works. In accepting our services the client accepts that any additional work required during the build 'a variation' would have to be paid for whether the work was discovered at the start of the project when the building contractors were quoting for the work or whether the works are in progress. We cannot be held responsible for these additional 'variation' costs. Similarly in the unlikely event there is an error in our drawings that causes additional work; in accepting our services the client accepts that the cost of such variation work is to be born by the client or the building contractor. This is because even if the the work had been designed correctly at the start the extra cost of the work itself would still need to be paid for.
48	Budgets	Where we have confirmed budget costs on our drawings. These are indicative and exclude certain work elements as denoted on the drawings. Budget cost are based on averages of other local projects recently completed by us. We cannot be held responsible in the event the building contractors quotations differ from our budget costings.
49	Southern/Thames Water Regulation	<p>No structure (footings, walls etc) running parallel to the line of the existing 150mm public sewer/manhole is permitted within 3000mm of the sewer/manhole.</p> <p>If found to be within 3000mm, a build over application to Southern/Thames Water services is required. It is the building contractors responsibility to highlight to Bluelime if any part of the structure is likely to come within 3000mm of a public sewer/manhole. Note: Sewer/manhole can be considered public even if at rear of property when connecting more than one dwelling. Due to changes that came into force 1st October 2011 regarding the future ownership of sewers it is possible that some previously owned private sewers now deemed to be public could also be crossing the above property which are not shown on the Southern/Thames Water records.</p> <p>Therefore should any sewer be found during construction works, an investigation of the sewer will be required to ascertain its condition, the number of properties served, and the potential means of access before any further works commence on site. Where within 3m of the sewer foundations must be taken 150mm below the invert level of the sewer which is 1.1m in depth.</p> <p>Any new manhole and connections to the public sewerage system will require a section 106 connection application to be submitted and approved by Southern/Thames Water Services.</p> <p>Care must be taken when working in the area of the public sewer pipeline so that no damage is caused. Any damage will be repaired at the building contractors expense. Bluelime advises that a full drainage survey be undertaken to determine if a public sewer/manhole is likely to be effected by the works. Drainage surveys are a specialist activity and are not part of Bluelimes services. The building contractors pricing the work must lift manhole covers, make suitable and adequate investigations to verify that our drainage design will work. The building contractor is required to inform us if a build over agreement is required and to allow the cost of assooiated works if necessary. We cannot be held responsible for any delays or cost as a result of the building contractor not undertaking the above requirements fully or not informing us of any issues arising.</p>