

1429\_00  
18<sup>th</sup> June 2026

Mr Dan Sancisi  
Museum Manager  
Abingdon County Hall Museum  
Market Place  
Abingdon  
OX14 3HG

Dear Dan

### **Abingdon County Hall Museum, Lift Planning Application**

Many thanks for your time on the phone last week. The Abingdon County Hall Museum is a place and view we are very familiar with given our office location at the bottom of East St Helen Street. Indeed this view is of critical importance to the project and any forthcoming application.

I understand in 2022 Ridge & Partners submitted a pre-app advice request to the LPA & Historic England to review the possible lift locations. Historic England suggested 2 possible locations; the first being an external lift in the current platform lift location up to first floor only with a link bridge across to the existing stair core, and the second from within the Market Hall undercroft directly up to first floor. I understand while the latter was noted as a preference by Historic England, the first option is the preferred by the Museum given its reduced impact on the existing exhibits in the Sessions Hall at first floor.

Whilst the process of drawing a proposed lift in plan and elevation to satisfy planning validation is fairly quick, detailed design and specification work will be needed at an earlier stage than normal to ensure a robust and accurate design proposal is submitted at application stage. Our design work will also need to be supported by a separate Structural Engineer employed directly by you, and a specialist lift manufacturer who may also require fees given the extent of upfront design work likely required. Within our fees we have allowed for providing heritage and town planning services to support our application.

To support our detailed design work, we will need measured survey information and As-Built drawings for the basement fit out / refurbishment including all waterproofing design information. We will also need to review the full 2022 Historic England Pre-app response as well as the associated submitted information and heritage / accessibility reports outlined on page 5 of Ridge & Partners 'Lift Feasibility Study' report.

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## Scope of Works

| No  | Description of Workstage or Phase of Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Charging Method |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1.0 | <b>Architectural Design Services;</b> <ul style="list-style-type: none"> <li>Review all pre-app information and feasibility study reports</li> <li>Site visit to assess building fabric and significance</li> <li>Design liaison with Structural Engineer, specialist lift manufacturer &amp; our Planning and Heritage teams.</li> <li>Preparation of planning drawings and combined Planning, Design &amp; Access Statement in support of a full planning and Listed Building application for the proposed Option 1 lift design.</li> </ul> | Fixed fee       |
| 2.0 | <b>Town Planning Services (Pre-submission);</b> <ul style="list-style-type: none"> <li>Review of planning history &amp; local policy</li> <li>Review all pre-app information and feasibility study reports</li> <li>Liaison with our Architectural &amp; Heritage teams</li> <li>Preparation of combined Planning Design &amp; Access Statement</li> <li>Completion of application forms</li> <li>Submission of full planning and Listed Building applications</li> </ul>                                                                     | Fixed fee       |
| 3.0 | <b>Town Planning Services (Post submission);</b> <ul style="list-style-type: none"> <li>Application monitoring &amp; case officer liaison as necessary</li> </ul>                                                                                                                                                                                                                                                                                                                                                                             | Time charge     |
| 4.0 | <b>Heritage Services</b> <ul style="list-style-type: none"> <li>Review all pre-app information and feasibility study reports</li> <li>Site visit to assess building fabric and significance</li> <li>Review of design proposals</li> <li>Preparation of Heritage Statement</li> </ul>                                                                                                                                                                                                                                                         | Fixed fee       |

Given the unconventional nature of the project, we have made every effort to estimate the likely design time incurred liaising with the necessary specialists as part of our 'fixed fee' offer for architectural services. If you prefer, we would be equally happy to revert to a 'time charge' commission whereby you only pay for the design time incurred.

Separate to the above, I note we always price application monitoring time (post submission) on 'time charge' basis as we are bound by the LPA timescales which we cannot accurately predict.

## Mobilisation & Programme

Our current mobilisation period is 4 weeks on the assumption of receiving a signed commission letter within 14 days of the date of this letter. Should the commission letter be

signed outside of this period we will provide an update of our mobilisation period on receipt.

Please note that this fee proposal remains valid for 90 days from the date of the proposal, we reserve the right to amend our fees for any acceptance beyond this timescale.

Our quote assumes that we are able to implement a continuous design process. If there are significant breaks in the design process that are outside of our control or we are unexpectedly put on hold, then we reserve the right to charge an additional fee for out-of-sequence working.

### **Expenses & Disbursements**

The fees quoted are exclusive of expenses and disbursements incurred directly in delivering this project. This includes sundry expenses which include internal printing, photography, administration support etc. which will be charged at 6% of the total fee. Please refer to the attached charge-out sheet for details

### **VAT**

This will be charged in addition to the above fees, expenses and disbursements.

### **CDM Regulations**

The Construction (Design and Management) Regulations 2015 applies to all construction projects. The Regulations deal with the Health and Safety of those engaged in building, maintaining and ultimately demolishing a building. Initially, you will be required to appoint a 'CDM Principal Designer' to coordinate health and safety matters during the pre-construction stage. We have included a fee for this service in our quotation. If you do not wish us to act as CDM Principal Designer, please advise who will be acting in this role.

### **The Building Regulations**

The Building Safety Act 2022 created additional client duties under the Building Regulations. Clients now have a duty to for ensure that the relevant requirements of the Building Regulations are satisfied so as to ensure the safety of those who access and use a building.

In order to comply with this duty, you are required to appoint a competent 'BR Principal Designer' to plan, manage and monitor design work during the design phase. Please note this is a different role to that of the 'CDM Principal Designer'. WWA meet the necessary competency requirements for this project to act as the BR Principal Designer and have included a fee for this service in our quotation. If you do not wish us to act as Dutyholder Principal Designer, please advise who will be acting in this role.

Please note that The Building Regulations prohibit us from starting design work unless we are satisfied that you are aware of your duties under the regulations. By signing this agreement you are confirming you are aware of your duties under these regulations.

### **Fee Accounts**

Fee accounts are normally issued monthly, and payment terms are 14 days from the date of invoice. Within the fee account information will be provided regarding works undertaken

during the period. In order to simplify the process, this will be done via reference to the tasks described in the table in this commissioning letter. You may find it helpful to have your copy on hand.

In particular, this fee proposal has been calculated in accordance with our understanding of your project brief. Multiple design iterations may be charged additionally. If the scope of service changes or if any of the fees quoted above, look likely to be exceeded you will be advised at the earliest opportunity. Additional costs will not be incurred without first agreeing on the matter with you.

We encourage all clients to pay fee accounts via BACS transfer and our bank details are included on every invoice. If you wish to make use of this service, please ensure that you send a notification to us of the transaction. This can be done by email ([enquiries@wwa-studios.com](mailto:enquiries@wwa-studios.com)) and will help to ensure prompt updates of our records.

### **Enclosures**

Enclosed with this letter is a copy of our standard Terms and Conditions which I would ask you to study carefully and revert to me should you have any questions. In instructing West Waddy Archadia you are agreeing to these Terms and Conditions.

### **Confirmation**

It is a requirement of our business procedures that we receive written instruction from all clients for all new and continuing projects prior to commencing work. Please complete the attached Fee Proposal form, giving your name in full and signing where indicated. One copy should be returned to me as soon as possible. Please keep the other copy for your records.

The Fee Proposal form should be completed and signed by the person who has full responsibility and authorisation for providing instruction and for approving payments.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Matt Hinkins'.

**Matt Hinkins**  
**West Waddy Archadia**

## Fee Proposal

### Abingdon County Hall Museum Lift

18<sup>th</sup> June 2026

Please **fully** complete this form before returning to West Waddy Archadia.

*A number of options are detailed below. In order to ensure clarity and full understanding of your requirements, please indicate each element for which you are giving consent.*

| No  | Description of Workstage or Phase of Project                                            | Quoted cost                          | Charging Method | Client Initial to confirm |
|-----|-----------------------------------------------------------------------------------------|--------------------------------------|-----------------|---------------------------|
| 1.0 | <b>Architectural Design Services;</b><br><i>(as detailed in letter body)</i>            | £6,440<br>+VAT / disb.               | Fixed fee       |                           |
| 2.0 | <b>Town Planning Services (Pre-submission);</b><br><i>(as detailed in letter body)</i>  | £3,750<br>+VAT / disb.               | Fixed fee       |                           |
| 3.0 | <b>Town Planning Services (Post submission);</b><br><i>(as detailed in letter body)</i> | Fee estimate;<br>£1,500 +VAT / disb. | Time Charge     |                           |
| 4.0 | <b>Heritage Services</b><br><i>(as detailed in letter body)</i>                         | £1,955 +VAT                          | Fixed fee       |                           |

On behalf of Abingdon Town Council, I accept the fee proposal detailed herein and confirm that I wish West Waddy Archadia to proceed with the works as set out above. I understand that I will be responsible for providing instruction to the Practice as appropriate and for ensuring timely payment of fee accounts. I also understand that should it be necessary to extend/expand the scope of works, I will provide sufficient information to West Waddy Archadia, and an additional agreement will be prepared and signed. If such expansion of the scope of works will incur additional fees, I will be notified of this and will confirm my acceptance in writing.

|              |  |         |  |
|--------------|--|---------|--|
| Full Name    |  | Signed: |  |
| On behalf of |  | Date:   |  |

### Marketing

West Waddy like to keep our clients updated in relation to our services and news. If you do not wish to receive such information, please tick this box to opt out:

## ARCHADIA UK LTD (TRADING AS WEST WADDY ARCHADIA)

### CONDITIONS OF APPOINTMENT

FROM 1<sup>ST</sup> MARCH 2021

#### 1 Definitions and interpretation

- 1.1 **Collaborate** means to co-operate with and to provide to or receive from Other Persons, as and when requested, information reasonably necessary for performing work or services and, where West Waddy Archadia considers itself competent to do so, to comment on such information.

**Construction Acts** means the *Housing Grants Construction & Regeneration Act 1996* and the *Local Democracy Economic Development and Construction Act 2009*.

**Letter of Appointment** means the Letter of Appointment to which these Conditions are annexed.

**Other Persons** means any person, company or firm, other than West Waddy Archadia or any sub-consultant of West Waddy Archadia, including but not limited to consultants, contractors, sub-contractors, specialists, site inspectors or clerks of works, statutory bodies or undertakers, approving or adopting authorities, who have performed or will perform work or services in connection with the Project.

**Project** is defined in the Letter of Appointment.

**Services** means the services to be performed by West Waddy Archadia specified in the Letter of Appointment and/or Schedule of Services annexed to the Letter of Appointment, which may be varied by agreement.

- 1.2 Where under this Agreement an action is required within a specified period of days from a specified date, that period commences immediately after that date. The period includes Saturdays and Sundays but excludes any day that is a public holiday.
- 1.3 The provisions of this Agreement continue to bind the Client and West Waddy Archadia as long as necessary to give effect to their respective rights and obligations. West Waddy Archadia are members of both the ARB and RIBA and are subject to their respective Codes of Conduct.
- 1.4 This Agreement is subject to the law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

#### 2 West Waddy Archadia's Services

- 2.1 West Waddy Archadia shall exercise reasonable skill care and diligence in accordance with the normal standards of the architect's and town planner's profession in performing the Services and discharging all the obligations under this clause 2.
- 2.2 The basic services to be performed by West Waddy Archadia are described in the Commissioning letter attached. If any additional services outside the scope of the services detailed in the Commissioning letter are performed by West Waddy Archadia the Client shall pay for the additional services separately at rates firstly to be agreed in writing between the parties.

#### 2.3 West Waddy Archadia shall:

- 2.3.1 Not commence services until West Waddy Archadia is in receipt of the client's agreement and instruction to proceed, which will take the form of the signed Proposal letter.
- 2.3.2 Perform the Services with due regard to the Client's requirements.
- 2.3.3 Advise on progress in the performance of the Services, of any information, decision or action required or of any issue that may affect the delivery, the cost or quality of the project.
- 2.3.4 (a) Act on behalf of the Client in the matters set out or implied in this Agreement.  
(b) If acting as Contract Administrator of a building contract, exercise impartial and independent judgement when dealing between the Client and the contractor.
- 2.3.5 Collaborate with any Other Persons and, as applicable, shall integrate relevant information received from such persons into West Waddy Archadia's work.
- 2.3.6 Make no material alteration to the Services or the approved design without the consent of the Client, except in an emergency.

- 2.4 West Waddy Archadia shall have the right to publish photographs of the Project, and the Client shall give reasonable access to the Project for this purpose for two years after practical completion of the construction works. (See Publicity).

### **3 Client's responsibilities**

#### **3.1 The Client:**

- 3.1.1 Shall provide their full name, contact information and signature on the Proposal letter which should be returned to West Waddy Archadia as soon as possible.
- 3.1.2 Shall advise West Waddy Archadia of the requirements and of any subsequent changes required.
- 3.1.3 Shall provide, free of charge, the information in the Client's possession, or which is reasonably obtainable, and which is necessary for the proper and timely performance of the Services and West Waddy Archadia shall be entitled to rely on such information.
- 3.1.4 Shall give decisions and approvals promptly and as necessary for the efficient performance of the Services. It is the policy of West Waddy Archadia to require the client to formally approve drawings and documents at the relevant stage of each Commission.
- 3.1.5 May issue reasonable instructions to West Waddy Archadia to vary the scope of the services subject to adjustment to fees and programme.

#### **3.2 The Client shall:**

- 3.2.1 Appoint and/or otherwise engage any Other Persons required to perform work or services under separate agreements and shall require them to collaborate with West Waddy Archadia.
- 3.2.2 Hold the contractor or contractors and not West Waddy Archadia responsible for the proper carrying out and completion of construction works.
- 3.2.3 Not deal with the contractor or contractors directly or interfere with the Architect's duties or actions under the building contract.

#### **3.3 The Client acknowledges that West Waddy Archadia does not warrant:**

- 3.3.1 That planning permission and other approvals from third parties will be granted at all or, if granted, will be granted in accordance with any anticipated timescale.
- 3.3.2 Compliance with any programme and/or any target cost for the building work which may need to be reviewed for, but not limited to:
  - (a) Variations requested by the Client.
  - (b) Variation in market prices.
  - (c) Delays caused by any Other Persons or any factor beyond the control of West Waddy Archadia.
  - (d) The discovery at any time of previously unknown conditions.
- 3.3.3 The competence, performance, work, services, products or solvency of any Other Persons.

### **4 Assignment & Subcontracting**

- 4.1 Neither West Waddy Archadia nor the Client shall at any time assign the benefit of this Agreement or any rights arising under it without the prior written consent of the other, which consent shall not to be unreasonably withheld or delayed.
- 4.2 West Waddy Archadia shall not sub-contract performance of any part of the Services without the prior Consent of the Client, which consent shall not be unreasonably withheld or delayed.

### **5 Fees and expenses**

- 5.1 The fees for performance of the Services and/or any additional services shall be calculated in Accordance with this clause 5 and as specified in the Fees and Expenses Schedule or in the Letter of Appointment.
- 5.2 The Basic Fee for performance of the Services shall be:
  - 5.2.1 The specified percentage applied to the actual cost of the building work; or
  - 5.2.2 The separate percentages specified for each work stage applied to the approved cost of the Building work at the end of the previous stage; or



- 5.2.3 The specified fixed lump sum or sums; or
- 5.2.4 Time charges ascertained by multiplying the time reasonably spent in the performance of the Services by the specified hourly or daily rate for the relevant personnel. Time 'reasonably spent' includes the time spent in connection with performance of the Services in travelling from and returning to West Waddy Archadia's office; or
- 5.2.5 Any combination of these; and/or
- 5.2.6 Any other agreed method.

Where a percentage fee applies and until the actual cost of the building work is known, the percentages are applied to the current approved estimate of the cost of the building works or the contract sum. The cost shall exclude VAT, fees and any claims made by or against the contractor or contractors.

- 5.3 Hourly rates for time charged fees, plus expenses including mileage shall be reviewed every 12 months on 1<sup>st</sup> July and any charges notified to the client. Unless otherwise noted, all hourly rate invoices are calculated using the current published fee rates.
- 5.4 The Basic Fee shall be adjusted:
  - 5.4.1 Including due allowance for any loss and/or expense, if material changes are made to the Brief and/or the latest approved estimate of the cost of the building work and/or the programme and/or the Services are varied by agreement.
  - 5.4.2 Where percentage fees in accordance with clauses 5.2.1 or 5.2.2 apply, to compensate for any reduction of the Construction Cost arising from deflationary market conditions not prevailing at the date of this Agreement or as a result of omission/reduction in the scope of work post completion of tender documents.
- 5.5 If West Waddy Archadia is involved in extra work or incurs extra expense for reasons beyond West Waddy Archadia's reasonable control, additional fees shall be calculated on a time basis in accordance with clause 5.2.4 where:
  - 5.5.1 The cost of any work, installation or equipment, for which West Waddy Archadia performs Services, is not included in the cost for the building work; and/or
  - 5.5.2 West Waddy Archadia is required to vary any item of work commenced or completed or to provide a new design after the Client has authorised development of an approved design: and/or
  - 5.5.3 Performance of the Services is delayed, disrupted or prolonged.

West Waddy Archadia shall inform the Client on becoming aware that this clause 5.5 will apply. This clause 5.5 shall not apply where any change or extra work or expense arises from a breach of this Agreement by West Waddy Archadia.
- 5.6 The Client shall reimburse West Waddy Archadia for expenses and disbursements in the manner specified in the Letter of Appointment. Note that where West Waddy Archadia instruct Barristers on behalf of the client we will require to be placed in funds before so doing.
- 5.7 West Waddy Archadia shall maintain records of time spent on Services performed on a time basis and for any expenses and disbursements to be reimbursed at net cost. West Waddy Archadia shall make such records available to the Client on reasonable request.
- 5.8 West Waddy Archadia reserves the right to require payment in advance prior to work being undertaken on behalf of the client.
- 5.9 West Waddy Archadia reserves the right to demand settlement of all due fees immediately prior to a) submission of planning application, b) submission of a planning appeal, attendance at an appeal hearing or appeal site visit, c) submission of drawings for building regulations application/building notice, d) Issuing of drawings and documents for tender, e) the issuing of an architect's final certificate.

#### *Payments*

- 5.10 West Waddy Archadia shall issue invoices at the intervals specified in the Letter of Appointment, usually monthly.

Each invoice shall comprise West Waddy Archadia's account setting out any accrued instalments of the fee and other amounts due, less any amounts previously paid and stating the basis of calculation of the amount specified which shall be 'the notified sum'. The payment due date shall be the date of West Waddy Archadia's invoice. Instalments of fees shall be calculated on West Waddy Archadia's reasonable estimate of the percentage of completion of the Services or stages or other services or any other specified method.

The Client shall pay the notified sum within 14 days of the date of issue of the relevant invoice (which shall be the 'final date for payment') unless:



- (a) West Waddy Archadia has become insolvent (as defined in the Construction Acts at any time between the last date on which the Client could have issued the Notice under 5.9 and the final date for payment); unless
- (b) The Client issues a notice under 5.9.

Otherwise, the amount due and payable shall be the notified sum. The Client shall not delay payment of any undisputed part of the notified sum.

West Waddy Archadia shall submit the final account for fees and any other amounts due when West Waddy Archadia reasonably considers the Services have been completed.

*Notice of intention to pay less*

- 5.11 If the Client intends to pay less than the notified sum the Client shall give a written Notice to West Waddy Archadia not later than five days before the final date for payment specifying the amount that the Client considers to be due on the date the Notice is served, the basis on which that sum is calculated and, if any sum is intended to be withheld, the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it. The Client shall on or before the final date for payment make payment to West Waddy Archadia of the amount if any specified in the written Notice.

If no such Notice is given the amount due and payable shall be the notified sum stated as due in West Waddy Archadia's account. The Client shall not delay payment of any undisputed part of the account. If the Client issues such a Notice and the matter is referred to an Adjudicator who decides that an additional sum greater than the amount stated in the notice of intention to pay less is due, the Client shall pay that sum within seven days of the date of the decision or the date which apart from the Notice would have been the final date for payment.

- 5.12 If performance of any or all of the Services and/or other obligations is suspended or terminated, West Waddy Archadia shall be entitled:

- 5.12.1 To payment of any part of the fee and other amounts properly due at the point of suspension or termination; together with

- 5.12.2 Reimbursement of any loss and/damages caused to West Waddy Archadia by reason of the suspension or the termination, except where West Waddy Archadia is in material or persistent breach of the obligations under the Agreement.

- 5.13 In the event that any amounts are not paid when properly due, the payee shall be entitled to simple interest on such amounts until the date that payment is received at 8% per year over the dealing rate of the Bank of England Rate current at the date that payment becomes overdue, together with such costs reasonably incurred by the payee (including costs of time spent by principals, employees and advisors) in obtaining payment of any sums due under this Agreement.

- 5.14 In addition to the fees and expenses, the Client shall pay any Value Added Tax chargeable on West Waddy Archadia's fees and expenses.

## **6 Copyright licence**

- 6.1 West Waddy Archadia shall own all intellectual property rights including the copyright in the drawings and documents produced in performing the Services and generally asserts West Waddy Archadia's moral rights to be identified as the author of such work.

Providing that all fees and/or other amounts properly due are paid, the Client shall have a royalty-free irrevocable licence to copy and use the drawings and documents only for purposes related to construction of the Project or its subsequent use or sale but not for reproduction of the design for any part of any extension of the Project or for any other project.

Copying or use of the drawings and documents by another person providing services to the Project shall be deemed to be permitted under a sub-licence granted by the Client, whether the drawings and documents were issued by the Client or on the Client's behalf.

West Waddy Archadia shall not be liable for any use of the drawings and documents other than for the purpose for which they were prepared.

No part of any design by West Waddy Archadia may be registered by the Client without the written consent of West Waddy Archadia.

## **7 Liability and insurance**

- 7.1 No action or proceedings arising from the failure of West Waddy Archadia to keep to this Agreement shall be commenced after the expiry of six years from the date of the last Services performed under this Agreement or, if earlier, practical completion of construction of the Project or such earlier date as prescribed by law.

- 7.2 In any such action or proceedings:

7.2.1 West Waddy Archadia's liability for loss or damage shall not exceed the amount of West Waddy Archadia's professional indemnity insurance available for the Project providing West Waddy Archadia has notified the insurers of the relevant claim or claims as required by the terms of such insurance.

7.2.2 No employee of West Waddy Archadia or any agent of West Waddy Archadia shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

7.3 West Waddy Archadia shall maintain until at least the expiry of the period specified in clause 7.1 professional indemnity insurance at a level considered appropriate by West Waddy Archadia for the project, provided such insurance continues to be offered on commercially reasonable terms to West Waddy Archadia at the time when the insurance is taken out or renewed.

West Waddy Archadia, when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance has been obtained and/or is being maintained.

7.4 Nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it, other than lawful assignees.

## **8 Suspension or termination**

8.1 The Client may suspend or terminate performance of any or all of the Services and other obligations by giving at least seven days' written notice and stating the reason for doing so.

West Waddy Archadia may suspend or terminate performance of any or all of the Services and its obligations by giving at least seven days' written notice and stating the ground or grounds on which it is intended to do so. Such ground or grounds include, but are not limited to, the Client's failure to pay any fees or other amounts due, where applicable, by the final date for payment, unless the Client has given effective notice under clause 5.9 of the intention to pay less than the amount stated in West Waddy Archadia's account.

Either party may suspend or terminate services if the other is unable to pay its debts when they fall due or an application for an administrator is presented to the court or a receiver or manager or trustee in bankruptcy is appointed or a resolution passed for its winding up.

If the reason for a notice of suspension arises from a default:

8.1.1 Which is remedied, West Waddy Archadia shall resume performance of the Services and other obligations within a reasonable period; or

8.1.2 Which is not remedied by the defaulting party, the Agreement will end by giving at least seven days' further written notice.

Where Services are suspended by either party and not resumed within three months, West Waddy Archadia has the right to treat performance of the Services affected as ended on giving at least seven days' further written notice to the Client.

8.2 Except where termination is due to the breach of contract or insolvency of West Waddy Archadia, the Client shall upon termination pay all fees and expenses due up to the date of termination plus expenses reasonably incurred by West Waddy Archadia which are directly attributable to termination.

## **9 Confidentiality**

9.1 West Waddy ADP LLP shall not disclose to any third party any confidential information received from the Client.

## **10 Publicity**

10.1 West Waddy ADP LLP may publish articles (with or without photographs) concerning the Services in relation to the Project, but only after receiving the approval of the Client (which will not be withheld unreasonably).

## **11 Dispute resolution**

11.1 If a dispute arises, the parties, acting in good faith, will endeavour to resolve the dispute by direct negotiation, adjudication or mediation.

11.2 Thereafter any unresolved dispute shall be finally settled by arbitration. The arbitrator shall be appointed by the President of the Royal Institute of British Architects or the Royal Town Planning Institute as appropriate to the dispute.

11.3 If appointed, an Adjudicator or Arbitrator may allocate between the parties' costs relating to the adjudication.

**12 Consumer's right to cancel:**

- 12.1 A private consumer Client has the right to cancel this Agreement for any reason by delivering or sending (including by email) a cancellation notice to West Waddy Archadia at any time within the period of fourteen days starting from the date when this Agreement was made.
- 12.2 The notice of cancellation is deemed to be served as soon as it is posted or sent to West Waddy Archadia or in the case of an electronic communication on the day it is sent to West Waddy Archadia.
- 12.3 If West Waddy Archadia was instructed to perform any services before the Agreement was made or before the end of the fourteen-day period and the instruction or instructions were confirmed in writing, West Waddy Archadia shall be entitled to any fees and expenses properly due before West Waddy Archadia receives the notice of cancellation.
- 12.4 The notice of cancellation is to be addressed to West Waddy Archadia and state:

The Client<name> hereby gives notice that the Project Agreement with West Waddy Archadia and signed [on our behalf] by <name of person(s) who [will sign] [signed]> on <date of signing> is cancelled.

Client signature(s)

<address>

<date>

**13. Notices**

- 13.1 Every notice under this Agreement shall be in writing and sent by first class mail, by hand or by facsimile to the address of the recipient shown in this Agreement, or to another address of which notice has been given under this clause.

**14. Entire Agreement**

- 14.1 This Agreement is to be read with the commissioning letter attached to form the entire agreement between the parties and together they supersede any previous arrangements or agreements between them relating to the Project.

**15. Independent Contractor**

- 15.1 West Waddy Archadia is an independent contractor and nothing in this Agreement shall create a partnership, agency or any other relationship between the parties.

## Standard Time Charge Rates and Expense Charges with Effect From 1<sup>st</sup> April 2023

|                                     |              |         |                                                                  |
|-------------------------------------|--------------|---------|------------------------------------------------------------------|
| Director                            | Routine Work | £145/hr |                                                                  |
| Specialist Work                     |              | £190/hr | (i.e. expert witness, planning appeals, structural surveys etc.) |
| Associate                           |              | £115/hr |                                                                  |
| Senior Architect/Technologist       |              | £100/hr |                                                                  |
| Senior Planner                      |              | £100/hr |                                                                  |
| Senior Urban Designer               |              | £100/hr |                                                                  |
| Conservation Planner                |              | £100/hr |                                                                  |
| Architect                           |              | £90/hr  |                                                                  |
| Town Planner                        |              | £90/hr  |                                                                  |
| Urban Designer                      |              | £90/hr  |                                                                  |
| Graduate Planner                    |              | £65/hr  |                                                                  |
| Graduate Urban Designer             |              | £65/hr  |                                                                  |
| Architectural Assistant (RIBA Pt 2) |              | £75/hr  |                                                                  |
| Architectural Assistant (RIBA Pt 1) |              | £65/hr  |                                                                  |
| CDM Principal Designer              |              | £145/hr |                                                                  |
| Arboriculturalist                   |              | £80/hr  |                                                                  |
| Ecologist                           |              | £100/hr |                                                                  |

### Expenses and Disbursements

**Sundry expenses:** Postage, internal printing, fax, photocopying, digital photography, administration support etc will be charged at 6% of the total fee.

**Travel:** charged at 80 pence per mile.

**Reprographics:** charged at cost plus 10%

**Other expenses:** O.S. extracts, research documents, parking charges etc, charged at cost plus 10%.

**Planning and Building Regulation Fees:** We normally request clients to make payments for Planning and Building Regulation fees direct to the appropriate authority but can do so on a client's behalf subject to a handling charge of 10% and being put in funds ahead of submission.

**Legal Opinion & Advocacy:** Where barristers are instructed direct by the Practice then all clients must first place the partnership in funds sufficient to cover the total barrister's fee prior to work commencing.