

TERMS & CONDITIONS

2020

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OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are 2020 Professional Services Limited t/a 2020 Architects a company registered in Northern Ireland. Our company registration number is NI614974 and our registered office is at 49 Main Street, Ballymoney, Northern Ireland, BT53 6AN.
- 2.2 **How to contact us.** You can contact us by telephoning us at 02827667999 or by writing to us at info@2020architects.co.uk and 49 Main Street, Ballymoney, BT53 6AN.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you. This might be because of limits on our resources, because we have identified an error in the price or description of the services or because we are unable to meet a deadline you have specified.

4. OUR SERVICES

- 4.1 **Making sure your measurements are accurate.** If we are providing the services based on measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure by contacting us.
- 4.2 **Legal Check.** Prior to our commencing services, we draw your attention to the need to carry out a legal check on your property deeds to ensure the potential development of the site is not prohibited by any acts or covenants within the title deeds. Your solicitor should review the title deeds and report any issues.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price for the services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the services.** We may change the services:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the services.

6.2 **More significant changes to the services and these terms.** In addition, we may make changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

7. PROVIDING THE SERVICES

7.1 **Planning, Building Control and other Statutory Approvals.** Whilst we will use best endeavours to obtain planning, building control and any other statutory approvals we cannot guarantee success.

7.2 **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.3 **Requests for information and/or drawings.** You must provide us with 14 days' notice of any request you may have for any information or updates regarding our provision of the services to you and for any drawings.

7.4 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

7.5 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you, for example, the location of the site, farm business maps (where applicable), farm business numbers (where applicable) and relevant information on business activities required for planning or building control.. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.6 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of services to:

7.6.1 deal with technical problems or make minor technical changes;

7.6.2 update the services to reflect changes in relevant laws and regulatory requirements;

7.6.3 make changes to the services as requested by you or notified by us to you (see clause 6).

7.7 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. You may contact us to end the contract for services if we suspend it, or tell you we are going to suspend it, in each case

for a period of more than 14 days and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

- 7.8 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 12.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 12.7). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 12.6).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with how we are performing and when you decide to end the contract:

8.1.1 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;

8.1.2 **If you have just changed your mind about the services, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

8.1.3 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 8.6.

- 8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.4 below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:

8.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our control; or

8.2.4 you have a legal right to end the contract because of something we have done wrong.

- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running;

- 8.5 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. The contract is completed when we have finished providing the services and you have paid for them. If you want to end a

contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) £500+VAT to cover any costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know in writing either via letter to our office at 2020 Architects, 49 Main Street, Ballymoney, BT536AN or via email to info@2020architects.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 **How we will refund you.** We will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for services at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;

10.1.3 you do not, within a reasonable time, allow us access to your premises to supply the services; or

10.1.4 you act in a way which we reasonably consider to be unreasonable, for example being rude to our staff or making unreasonable demands.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE SERVICES

11.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone our customer service team at 02827667999 or write to us at info@2020architects.co.uk and 49 Main Street, Ballymoney, BT53 6AN.

11.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

The Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

12. PRICE AND PAYMENT

- 12.1 **Where to find the price for the services.** The price of the services (which excludes VAT) will be the price indicated on the fee proposal which we have issued alongside these terms and conditions. We take all reasonable care to ensure to ensure that the price of the services advised to you is correct. However please see clause 12.4 for what happens if we discover an error in the price of the services you order. Any work stages not engaged within 12 months of completion of a previous stage will require a revised quote.
- 12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if the scope of work changes** Our quote is based on the information provided to us in your initial enquiry and during the first consultation. This information will be summarised and sent to you along with our quote. If the scope of the works changes during any stage of the architectural process, we will reassess the original quote and may increase or decrease our fees accordingly. If our fees are to be amended, this will be discussed with you and agreed in writing, prior to work continuing.
- 12.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid.
- 12.5 **When you must pay and how you must pay.** We accept payment by credit/ debit card and bank transfer. We will invoice you as per the terms laid out on the quote cover sheet. You must pay each invoice within 14 calendar days after the date of the invoice.
- 12.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4 % a year above the base lending rate of Bank of Ireland from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12.8 **Other Fees.** There may be fees payable in addition to our fees. For example, these could include statutory costs such as council fees. Other professional consultant's costs are not included in our fee and quotes for any such consultants will always be provided for approval prior to the commencement of the work. Where consultants, suppliers and sub-contractors design an element that forms part of the work, they are to be solely responsible for the performance of their design. The client shall appoint and pay such persons separately. You will also be charged for any expenses as laid out in our quote cover sheet.

12.9 **Quantity Surveyor.** Whilst we will use our best endeavours to design our projects within a budget we would advise the appointment of a quantity surveyor in order to assist with the maintenance of a budget.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and for breach of your legal rights in relation to the services as summarised at clause 11.2.

13.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

13.4 **We are not liable for business losses.** If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our privacy policy (<https://www.2020architects.co.uk/privacy-policy/>).

15. OTHER IMPORTANT TERMS

15.1 **Marketing material.** We may from time to time use images of the designs which we have created for you on our website and social media for marketing purposes (please note that details of the site and your own personal details will not be disclosed). You will provide us with reasonable access to the site for a period of two years after we have finished providing you with the services in order to enable us to take photographs of the site for the purposes described in this clause 15.1. You can notify us at any time if you would prefer we didn't use images of the services which we have provided to you and we will cease to use them.

15.2 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.3 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 15.4 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 15.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by both Northern Irish law and Irish law. This will be determined by the location of the project in question. A project based in Northern Ireland will be governed by Northern Irish law. A project based in the Republic of Ireland will be governed by Irish law. You can bring legal proceedings in respect of the services in the Northern Irish courts and the Irish courts, depending on which is applicable, due to location.
- 15.8 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. If the project is in NI, you can submit a complaint to the RSUA via their website at www.rsua.org.uk. If the project is in ROI, you can submit a complaint to the RIAI via their website at www.riai.ie