

**CONDITIONS OF
ENGAGEMENT**

LAYTOE STRUCTURAL ENGINEERING

75 Broughton Street, Battersea,
London, SW8 3QB

**WWW.LAYTOE.CO.UK
OFFICE@LAYTOE.CO.UK**

CONDITIONS OF ENGAGEMENT AND FEE ARRANGEMENTS

- Laytoe Ltd's Conditions of Engagement shall be ACE (Association of Consultancy and Engineering) appropriate to the appointment, except as modified by the following conditions and the accompanying letter. A copy of ACE Agreements is available for inspection in our offices. Please note This "Conditions of Engagement" is an addition to the Terms and Conditions that we have on our website (<https://laytoe.co.uk/terms-and-condition/>). Therefore the Client needs to read both of these documents carefully before paying the invoice.
- Disbursements will be included in lump sum and percentage fees only up to the value noted unless otherwise stated. Disbursements will be additional to time and all other charges.
- For appointments on a lump sum or percentage fee basis, additional work necessary as defined under the appropriate clause "Payment for variation and/or disruption of the Consultant's work" of the ACE Agreement, or for any cause outside Laytoe Ltd's control, will be charged on a time and disbursements basis unless otherwise agreed.
- For all surveys and/or minor works with a fee of up to £1500+VAT (excluding disbursements), payment of our account shall be made prior to release of our documentation. For works with a fee of up to £5000+VAT (excluding disbursements), we reserve the right to request a deposit payment on commencement and/or full payment of our fee prior to release of documentation. The balance of any payments due under this section are by return following receipt of invoice.
- Laytoe Ltd's quotation fee is based on the initial instruction provided by the Client. If, following the Client's initial instruction, further services are requested by the Client or Contractor (including, but not limited to, additional site visits, BCB requirements, revisions to plans and designs and unanticipated works), Laytoe Ltd's charge for such services is set at an hourly rate of £90+VAT. Quoted Lump Sum Fees are valid for a period of a month from the date of issue. Subsequent fees after this date may then be increased in line with any increased salary costs and expenses as appropriate.
- After the calculation package has been submitted to the Client, Laytoe Ltd agrees to provide one revision, free of charge within 30 days of the submission date (this revision needs to be requested by the the Architect only). Revisions requested after the 30-day period (requested by the Architect or anyone else excluding BCB) will be charged at an hourly rate of £90+VAT.
- In instances where a client's BCB requests a revision to calculations designed by Laytoe Ltd, we will provide one revision, free of charge, if such a request/query is forwarded to us within 45 days of our submission of drawings and/or calculations to the Client. Additional revisions within the 45-day period will be invoiced at an hourly rate of £90+VAT.
- Laytoe Ltd assume that any design and drawing works undertaken will be carried out in a single operation and that these deliverables can be provided in one package. Should it be necessary to provide advance/extra information to builders, or to design out of sequence, we reserve the right to revise our fee to account for any further time commitments over and above those allowed for.

CONDITIONS OF ENGAGEMENT AND FEE ARRANGEMENTS

- After plans, drawings and/or calculations have been submitted to a BCB, Laytoe Ltd bears no responsibility for the time taken by the BCB to grant approval. Further, Laytoe Ltd bears no responsibility for the time taken between submission and any subsequent requests issued by the BCB for redrafts, revisions and/or recalculations. Under no circumstances will the Laytoe Ltd be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever for such a delay in this process.
- Building control is responsible for checking how the building work will be undertaken, the thermal efficiency, products' suitability, and the design's structural integrity. As a structural engineering firm, Laytoe is dealing with the structural integrity of the design, and we will only determine the size and the type of structural elements that need to be used. The Architect will deal with the rest of the items as described, which the Building Control inspector might ask.
- When site visits are included in Laytoe Ltd's Fee Letter, these visits will be made when reasonably required but only to inspect those parts of the structure for which we have provided design and specification in order to see whether these have been carried out generally according to our design brief. Laytoe Ltd will not be responsible for any failure on the part of the Client to act in accordance with any recommendations that Laytoe Ltd may make in connection with these inspections and will be indemnified by the Client against any claim from third parties which may result from such failure.
- Payment for any/all of Laytoe Ltd's services is to be made before or on the due date stated on invoices issued by Laytoe Ltd; said payment confirms the due date to be a contractual start date. In instances where Laytoe Ltd provides services where payment is outstanding, Clients should be aware that a contractual start date has not been confirmed. Laytoe Ltd is, therefore, neither liable for any services carried out, nor liable for any grievances and/or complaints raised by Clients before payment is made.
- If a Client neglects to make payment within 28 days of an invoice being issued, Laytoe Ltd reserves the right to desist from and/or withhold designs and/or calculations related to the invoice in question. Should payment be unreasonably delayed, Laytoe Ltd has the right to claim interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1988.
- Where there is a query or dispute regarding an invoice, the Client is required to communicate such concerns directly to the engineer whose work is the subject of the invoice in question. All queries and disputes must be made in writing within 14 days of the date on the invoice.
- Our service offer is inclusive of one site visit and one structural report or calculation package. We ask that the fee for this service is paid, in full, up to 24 hours of the agreed date of the visit. We reserve the right to withdraw our service offer if payment is not received in advance. Clients may cancel the service they have requested and receive a full refund if Laytoe is informed of the cancellation in writing/email up to 24 hours of the agreed date of the site visit. Laytoe reserves the right to withhold any refund if notification of cancellation is received after the period stipulated above.

CONDITIONS OF ENGAGEMENT AND FEE ARRANGEMENTS

- Under the terms of these conditions, Laytoe Ltd's financial liability is limited to losses incurred only to the value of the Professional Indemnity Insurance available and in force at the time of services rendered.
- Professional Indemnity - The liability of Laytoe Ltd for any claim or series of claims arising out of the same occurrence or series of occurrences shall not be in excess the amount of the quoted fee unless stated otherwise.
- The period of Laytoe Ltd's liability is from the effective date here of two years after the submission of the Services or the termination of the Services if earlier.
- There will be no collateral warranties in this contract unless specifically required.
- The sum referred to in ACE Agreements as being the total liability of Laytoe Ltd shall not exceed in aggregate the total of the fees payable to Laytoe Ltd by the Client unless agreed otherwise.
- Nothing in the contract of engagement confers or purports to confer on any third party any benefit or any right to enforce any terms of the contract.
- Laytoe Ltd is not responsible for advising on matters that wholly, partly, directly or indirectly arise out of, or result from, asbestos (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any asbestos or product or waste that contains asbestos).
- Where access to concealed, obscured or generally inaccessible areas (such as, but not limited to, lofts, voids, cellars and the like) is granted by a Client during a site visit and/or site inspection, the Client is responsible for ensuring adequate health and safety provisions are in place. Laytoe Ltd is not liable for unforeseen consequences (such as, but not limited to, unobserved structural elements, inconclusive observation of structural elements, and displacement of and/ or damage to structural and/or decorative elements) attributable to, or arising from, the absence of sufficient lighting and ventilation during inspection.
- Clients should be aware that at the commencement of, and for the duration of, a site visit or site inspection, the engineer will take photographs and/or make video recordings of external and/or internal aspects of the property.
- Copyright in all drawings, designs, documents and materials of any nature prepared by Laytoe Ltd for you (the "Intellectual Property") shall remain vested in us, but you shall have a license to use the Intellectual Property for the purposes for which it was prepared by Laytoe Ltd, subject always to Laytoe Ltd having received full payment for Services.
- Laytoe Ltd shall not be liable for the use of any Intellectual Property for any purpose other than that for which it was originally prepared by Laytoe Ltd.

CONDITIONS OF ENGAGEMENT AND FEE ARRANGEMENTS

- Laytoe Ltd may recommend to a Client that the detailed design of any part of the Works should be carried out by a contractor or subcontractor and the Client shall not unreasonably withhold consent to such recommendation. Laytoe Ltd shall not be responsible for such detailed design or liable for defects in or omissions from it. The detailed design of the following elements will be assigned to the contractor:
 1. Bespoke glazing design and detailing will be undertaken by a specialist glazing supplier;
 2. The preparation of the Desk Study, Site Investigation, Geotechnical Interpretative Report and specialist geotechnical design items (for example, piled foundations, slope stability analyses and associated retention systems — should they be required), will be undertaken by a specialist geotechnical consultant/contractor;
 3. All temporary works;
 4. All drainage works;
 5. All proprietary products/elements;
 6. Reinforced concrete scheduling and detailing — Fabrication Drawings, Steel Connection Details;
- Laytoe Ltd bears no responsibility for any designs or calculations made by sub-contractors and is not liable for defects, inaccuracies and/or omissions in the designs or calculations of subcontractors.
- The Client is responsible for notifying the relevant BCB and for ensuring that sufficient time is allocated in order to obtain Building Approval before work can commence on site.
- The Client's BCB is responsible for checking how the building work will be undertaken, thermal efficiency, suitability of products used and the structural integrity of the design.
- No steel sections or any other materials should be ordered prior to approval by the Client's BCB.
- Laytoe Ltd will agree to undertake urgent work and is within its rights to invoice for additional payment over and above the rate normally charged. For the provision of structural engineering services during the weekend, Laytoe Ltd will double its hourly rate.
- Laytoe Ltd reserves the right to charge, on an hourly basis, for all or any additional services arising from site queries after the stated lead time.
- The fee proposed by Laytoe Ltd, in writing, for structural design work is to be considered a fixed quote. Should the Client request change, or should a site visit disclose unforeseen elements, Laytoe Ltd reserves the right to invoice for additional fees. Unless otherwise stated, Laytoe Ltd charges £120+VAT for a site visit; the Client is obligated to make payment irrespective of the acceptance or rejection of additional arrangements arising from insufficient initial information supplied by the Client and/or changes/modifications proposed at a later stage.
- Laytoe Ltd reserves the right to subcontract part or all of the contractual work to a subcontractor or affiliate company.

CONDITIONS OF ENGAGEMENT AND FEE ARRANGEMENTS

Assumptions & Exclusions:

Our Design work generally excludes the elements as listed below, except if noted otherwise:

- Above and below ground drainage and specifications for drainage pumps.
- Demolition method statement and risk assessments (by contractor/specialist sub-contractor).
- Sustainable Urban Drainage, SUR 1 calcs, work related to shared drainage, diversion of Thames Water sewers, etc.
- CTMP or basement impact assessment, Specification of below ground damp-proofing/tanking.
- Structural input for external landscaping.
- Design of piles and Geotechnical engineering.
- Works related to site contamination and land remediation.
- Any work not mentioned is deemed to be beyond the scope of requested services.
- Any design, development post issue of the Building Regulations, not considered to be part of the construction phase, will be carried out on a time charge basis.
- Any involvement to discharge Party Wall conditions will be carried out on a time charge basis.
- All staircases and balustrades.
- Steel to steel connections and steel fabrication drawings.

What is not insured?

- Defects in any existing and/or retained structures and retained component parts.
 - Loss or damage caused by normal settlement, drying out or natural shrinkage in the new home.
 - Loss or damage normally covered under a household policy.
 - Ingress of water to any basement or part of the home which is built partially or fully below ground level, unless the habitable area of the basement is included in the cover.
 - Fees incurred by you in preparing a claim.
 - Any legal liability you may have to third parties arising out of the use or ownership of the home.
 - Damage caused by movement and characteristic changes associated with the use of unseasoned timber within the new home.
 - Damage caused by sulphides/sulphates (eg pyrite).
 - Change in colour, texture, opacity or staining or any other ageing process.
 - Wilful and malicious damage by you or any other party.
 - Wear and tear, rust, toxic mould or mildew, action by or infestation of vermin or insects, atmospheric or climatic conditions or gradual deterioration.
- Laytoe Ltd reserves the right to update, change or replace any part of our Terms and Conditions. Clients' use of Laytoe Ltd's services pursuant to any changes in our Terms and Conditions constitutes acceptance of such changes.

WHAT WE DO

We design spaces that inspire people to live and work at their best.

- Structural Calculation
- Extension
- Conversion
- Project Management
- BIM
- Structural Consultancy

WE CAN HELP YOU

Analysis, detailed design and calculations

Foundation design

Traditional & reinforced foundations

Load bearing masonry

Designs in steel, concrete, timber and masonry

Steelwork connection design

Temporary works design

Reinforcement detailing

CONTACT

020 3983 5057

www.laytoe.co.uk

office@laytoe.co.uk

75 Broughton Street,
Battersea, SW8 3QB.