



CONDITIONS OF AGREEMENT

1.0 CONDITIONS

- 1.1 The headings and notes to these Conditions are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2 In the event of any conflict between these Conditions and any Attachments, the Conditions shall prevail.
- 1.3 The parties agree that if any provision of this Agreement is held by any arbitrator, court, or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions of this Agreement and the remainder of any affected provision(s).

2.0 LAW OF AGREEMENT

- 2.1 This Agreement shall be subject to English law unless stated otherwise.

3.0 COMMUNICATION

- 3.1 Communications between the Client and Sustainable Planning Design Studio Ltd., including any notice or other document required under the Agreement, shall be in writing and given or served by any effective means. Communications that are not in writing shall be of no effect unless and until confirmed in writing by the sender or the recipient.
- 3.2 Communications shall take effect when received at the address of the recipient as referred to in this document or as otherwise agreed in writing.
- 3.3 Communications sent by recorded or registered first-class post shall be presumed to have arrived at the address to which they are posted on the second working day after posting.

4.0 PERIODS OF TIME

- 4.1 Where under this Agreement an action is required within a specific period of 30 days or from a particular date, that period shall begin immediately after that date but shall not include a day which is Christmas Day, Good Friday, or a Bank Holiday under the Banking and Financial Dealings Act 1971.

5.0 TRUST AND CO-OPERATION

- 5.1 The Client and SPD-Studio Ltd. agree to work together in a spirit of mutual trust and co-operation. Either party shall advise the other promptly upon becoming aware of:
 - 5.2 a need to vary the Services, the Timetable and/or the Fees and/or any other part of this Agreement;
 - 5.3 any incompatibility in or between any part of the requirements in the Brief; or between the Brief, and Client's instruction, the Construction Cost timetable and/or the approved design; or any need to vary any part of them;
 - 5.4 any information or decisions required from the Client or others in connection with performance of the Services; or
 - 5.5 a need to appoint persons other than those already named, to design or carry out any part of the Project or to provide specialist advice in connection with the



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Project; and the parties shall use all reasonable endeavors to agree now to deal with the matter.

6.0 2015 CDM REGULATIONS

6.1

The Client and SPD-Studio Ltd. shall comply with their respective obligations under the CDM Regulations 2015 in relation to the Project including that where the CDM Regulations apply, the Client shall appoint, in writing, people or organisations in accordance with CDM Regulations 4 and 5 who are suitably skilled, knowledgeable, and experienced (and have adequate organisational capability) to manage health and safety risks.

7.0 SPD STUDIO LTD.'S OBLIGATIONS AND AUTHORITY

7.1

Duty of care.

7.2

SPD-Studio Ltd. in performing the Services and discharging the obligations under this Agreement shall exercise reasonable skill and care in accordance with the normal standards of the Architectural profession.

8.0 SPD STUDIO LTD.'S AUTHORITY

8.1

SPD-Studio Ltd. shall act as the Clients agent in the matters set out or necessarily implied in this Agreement in relation to the Project as agreed with, or required by, the Client from time to time.

8.2

Reports.

8.3

SPD-Studio Ltd. shall keep the Client informed of progress in the performance of the Services and of matters that may affect the Timetable, the cost (including the Construction Cost if any) or quality of the Project.

9.0 CO-OPERATION

9.1

SPD-Studio Ltd. shall act reasonably to co-operate with any of the persons already named;

9.2

including to supply them with information within SPD-Studio Ltd.'s control relating to the Project which is necessary for the carrying out of their services or work; and

9.3

where appropriate to provide comment on the services or work of such persons, including so that they may undertake their own obligations in relation to the Project; and

9.4

As appropriate, to integrate into SPD-Studio Ltd.'s own services relevant information provided by such persons.

9.5

Changes to Services or design.

9.6

Other than in the case of an emergency, SPD-Studio Ltd. shall not make material alterations or additions to, or omissions from, the Services or the approved design without the consent of the Client. The details of all material alterations, additions or omissions shall be confirmed by SPD-Studio Ltd. to the Client.

10.0 VISITS TO SITE



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- 10.1 SPD-Studio Ltd. shall in providing the Services make such visits to the Site and/or the works as is provided for in this document or if not so provided for, then as SPD-Studio Ltd. at the date of the Agreement reasonably expects to be necessary.

11.0 AUTHORITY AND CLIENTS' OBLIGATIONS

- 11.1 The person who shall exercise the powers of the Client under this Agreement and through whom all instructions shall be given shall be named.
- 11.2 Information, decisions, approvals, instructions.
- 11.3 The Client shall supply, free of charge, all such information as is necessary for the proper and timely performance of the Services including for the purposes of complying with the Client's obligations under the CDM Regulations 2015 (where applicable). SPD-Studio Ltd. shall be entitled to rely upon such information.
- 11.4 When requested by SPD-Studio Ltd., the Client shall give decisions and approvals to enable the proper and timely performance of the Services.
- 11.5 The Client shall advise SPD-Studio Ltd. of the initial Brief and of any timetable and any budget for the Project and about the relative priorities of these.
- 11.6 SPD-Studio Ltd. shall comply with instructions issued by the Client, subject to SPD-Studio Ltd.'s right of reasonable objection.
- 11.7 All instructions to any Consultants or Contractors providing services in connection with the Project shall be issued directly by the Client or the Lead Consultant through SPD-Studio Ltd. unless it is part of SPD-Studio Ltd.'s duties to issue such instructions. The Client accepts that it shall be fully responsible for the consequences of any instructions issued to Consultants or Contractors and that such consequences where they affect the Services may entitle SPD-Studio Ltd. to additional remuneration under this Agreement.

12.0 STATUTORY AND OTHER CONSENTS REQUIRED

- 12.1 The Client shall instruct the making of applications for consents relevant to the Project under planning legislation, building acts, relevant regulations, or statutory requirements and by third parties having an interest in the Project. The Client shall pay any required charges, fees, expenses, and disbursements.

13.0 OTHERS' RESPONSIBILITIES

- 13.1 In respect of any work or service in connection with the project by any person other than SPD-Studio Ltd. (including by Contractors), the Client shall;
- 13.2 Hold such persons and not SPD-Studio Ltd. responsible for the competence and performance of such work and services;
- 13.3 Require such person to co-operate with SPD-Studio Ltd., including to provide SPD-Studio Ltd. with designs and other information necessary for the proper and timely performance of the Services;



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13.4 Require that such persons shall, when requested by SPD-Studio Ltd., consider and provide comments on the work of SPD-Studio Ltd. such that SPD-Studio Ltd. can properly integrate their own work with that of such persons.

13.5 The Client shall hold any Contractor and not SPD-Studio Ltd. responsible for its management and operational methods and for the proper carrying out and completion of the Works in compliance with the relevant building contract and for compliance with health and safety requirements on the Site.

14.0 LEGAL ADVICE

14.1 The Client shall procure legal advice required in regard to the Project at his/her own cost (whether on his/her own account or where SPD-Studio Ltd. reasonably requires such advice for the proper performance of the Services) and provide such information and evidence as is required for the resolution of any dispute between the Client and any other parties in connection with the Project.

15.0 ASSIGNMENT AND SUB-CONTRACTING

15.1 Assignment.

15.2 Neither SPD-Studio Ltd. nor the Client shall assign the whole or any part of the Agreement without the consent in writing of the other.

16.0 SUB-CONTRACTING

16.1 SPD-Studio Ltd. shall not sub-contract performance of any part of the Services without the consent of the Client (such consent not to be unreasonably withheld or delayed).

17.0 PAYMENT

17.1 Fees for performance of the Services

17.2 The Fees for the performance of the normal services including for any additional or other services shall be calculated and charged as specified in this document;

17.3 A percentage of the Construction Cost calculated and /or

17.4 A lump sum(s) and/or

17.5 A time-based fee and/or

17.6 Another agreed method.

17.7 Percentage Fees.

17.8 Where a percentage fee applies, the percentage stated in this document shall be applied to the construction cost. Until the final construction cost has been ascertained, interim fee calculations shall be based on:

17.9 Before tenders are obtained, the current professionally prepared estimate of the construction cost,

17.10 After tenders have been obtained, the lowest acceptable tender,

17.11 After the building contract is let, the current professionally prepared estimate of the construction cost,

17.12 After the final/last account has been issued, the actual construction cost.

17.13 If the Client instructs a reduction in the Brief during the performance of the Services, the percentage Fee up to the date of the instruction shall be calculated



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on the basis that the current professionally prepared estimate of the Construction Cost or the lowest acceptable tender (whichever is later) is based on the Brief prior to the instruction.

18.0 LUMP SUM FEES

- 18.1 Where a lump sum Fee applies the Fee shall be calculated as set out in this document. The lump sum Fee shall be adjusted in accordance with this document, if changes are made to the Brief and/or the Construction Cost and/or the Timetable.

19.0 TIME BASED FEES

- 19.1 Where a time-based Fee applies, the Fee shall be ascertained by multiplying the time reasonably spent in the performance of the Services by the relevant hourly rate set out in this document. Time 'reasonably spent' shall include the time spent in connection with performance of the Services in travelling from and returning to SPD-Studio Ltd.'s offices.

20.0 REVISION OF FEES AND OTHER RATES

- 20.1 Lump sums Fees and rates for time-based fees complying with this document and charges for mileage and printing carried out by SPD-Studio Ltd.'s offices shall be revised every 12 months in accordance with changes in the Retail Price Index*. Each 12-month period shall commence on the anniversary of the Effective Date of the Agreement, or the date of calculation of the lump sum Fees, whichever is the later. *The Retail Price Index Price is set out in this document (All items) in Labor Market Trends published by the Office for National Statistics or any successor body.

21.0 ADDITIONAL FEES

- 21.1 If SPD-Studio Ltd., for reasons beyond his/her control is involved in extra work or incurs extra expense for which he/she will not otherwise be remunerated, SPD-Studio Ltd. shall be entitled to additional Fees, calculated on a time basis as set out in this document unless agreed otherwise. Reasons for such an entitlement include but shall not be limited to:
- 21.2 the scope of the Services or the Timetable or the Brief or the period specified for any individual Service is varied by the Client (including if there is a reduction in the scope of the Services);
- 21.3 the nature of the Project requires that substantial parts of the design cannot be completed or must be specified provisionally or approximately before construction commences;
- 21.4 SPD-Studio Ltd. is required to vary any item of work commenced or completed pursuant to the Agreement or to provide a new design after the Client has authorised SPD-Studio Ltd. to develop an approved design;
- 21.5 Delay or disruption by others;
- 21.6 Prolongation of any building contract(s) relating to the Project;



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- 21.7 SPD-Studio Ltd. consents to enter into any third-party agreement (e.g., collateral warranty) the form or the beneficiary of which had not been agreed with SPD-Studio Ltd. at the date of the Agreement;
- 21.8 The cost of any work designed by SPD-Studio Ltd. or the cost of special equipment is excluded from the Construction Cost.
- 21.9 Work carried out as listed in this document: Other Services unless agreed that these shall be included in the percentage or lump sum Fee(s).
SPD-Studio Ltd. shall inform the Client as soon as reasonably practical on becoming aware that this will apply. This will not apply to additional work or expenses which arise solely due to a breach of this Agreement by SPD-Studio Ltd.

22.0 INCOMPLETE SERVICES

- 22.1 Where for any reason SPD-Studio Ltd. provides only part of the Services specified in this document, SPD-Studio Ltd. shall be entitled to Fees calculated as follows:
- 22.2 For completed individual services: fees calculated as described for those services in this document;
- 22.3 For completed work stages: fees as apportioned for those work stages in this document;
- 22.4 For services or work stages not completed, fees proportionate to that described or apportioned in this document based on SPD-Studio Ltd.'s reasonable estimate of the percentage of completion.
- 22.5 If SPD-Studio Ltd. consents to enter into any third-party agreement (e.g., collateral warranty) the form or the beneficiary of which had not been agreed by SPD-Studio Ltd. at the date of the Agreement, SPD-Studio Ltd. shall be entitled to payment of SPD-Studio Ltd.'s reasonable costs of assuming such additional liability, including but not limited to legal advice and obtaining any additional professional indemnity insurance required.

23.0 EXPENSES AND DISBURSEMENTS

- 23.1 The Client shall reimburse SPD-Studio Ltd.'s expenses at net cost plus the handling charge stated in this document. Any disbursements incurred on the Client's behalf shall be reimbursed at net cost plus any handling charge stated in this document.

24.0 RECORDS

- 24.1 SPD-Studio Ltd. shall maintain records of time regarding, services payable on a time charge basis and of any expenses and disbursements to be reimbursed. These records shall be made available to the Client on reasonable request.

25.0 PAYMENT

- 25.1 Payments under this Agreement shall become due to SPD-Studio Ltd. on the date of issue of SPD-Studio Ltd.'s accounts. The final date for payment of any amount due to SPD-Studio Ltd. shall be 30 days from the date of issue of an account.
- 25.2 SPD-Studio Ltd.'s accounts shall be issued at intervals of not less than one month and should include any additional Fees, expenses or disbursements and the basis of calculation of the amounts due.



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25.3 Fee instalments shall be calculated on the basis of SPD-Studio Ltd.'s estimate of the percentage of completion of the Work Stage or other Services or such other method specified in this document.

25.4 The Client shall not withhold payment of any amount due to SPD-Studio Ltd. under this agreement unless the amount has been agreed with SPD-Studio Ltd. or has been decided by any form of legal determination as not being due to SPD-Studio Ltd. Subject to this, all rights of set-off at common law or in equity which the Client would otherwise be entitled to exercise are expressly excluded.

26.0 PAYMENT NOTICES

26.1 A written notice from the Client to SPD-Studio Ltd. may be given within 5 days of the date of issue of an account specifying the amount the Client proposes to pay and the basis on which that amount is calculated; and

26.2 shall be given, not later than 5 days before the final date for payment of any amount due to SPD-Studio Ltd., if the Client intends to withhold payment of any part of that amount and the notice should state in detail the amount proposed to be withheld and the ground or grounds for doing so and the amount attributable to each ground. It shall not be sufficient for the notice to refer to a global amount(s).

26.3 If no such notice is required, the amount due for payment shall be the amount stated as due in the relevant account. In any event, the Client shall not withhold payment of any undisputed part of an account.

27.0 LATE PAYMENT

27.1 Any sums due and remaining unpaid at the expiry of 30 days after the date of issue of an account from SPD-Studio Ltd. shall bear interest in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, where the Act applies or otherwise at 8% over the Bank of England Base Rate current at the date of issue of the account.

27.2 For the avoidance of doubt, SPD-Studio Ltd.'s entitlement to interest at the specified rate shall also apply in respect of any amounts that are awarded to SPD-Studio Ltd. in adjudication, arbitration, or legal proceedings.

28.0 RECOVERY OF COSTS

28.1 The Client shall indemnify SPD-Studio Ltd. in respect of all costs reasonably incurred by SPD-Studio Ltd. (including costs of SPD-Studio Ltd.'s time) in recovering any amounts not paid when properly due and/or recovering interest arising and/or in relation to any claim (or any part) made by the Client which SPD-Studio Ltd. successfully defends or which the Client abandons.

29.0

Payment on Suspension or Determination

29.1 If the Client or SPD-Studio Ltd. suspends or determines performance of the Services, SPD-Studio Ltd. shall be entitled to issue an account or accounts, and shall be entitled to payment of:



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- 29.2 Any part of the fee or other amounts due at the date of suspension or determination; and;
- 29.3 Any loss and/or damage caused to SPD-Studio Ltd. by the suspension and by any resumption or the determination together with any licence fee due, if the notice of suspension or determination is given.
- 29.4 By the Client, except where the suspension or determination arises from a material breach of the Agreement by SPD-Studio Ltd.; or
- 29.5 By SPD-Studio Ltd., because of a breach of the Agreement by the Client.
- 29.6 Value Added Tax (VAT).
- 29.7 Fees and expenses arising under the Agreement do not include Value Added Tax. The Client shall pay any Value Added Tax chargeable on any amount due to SPD-Studio Ltd.

30.0 COPYRIGHT AND USE OF INFORMATION

- 30.1 SPD-Studio Ltd. owns the Copyright in the work produced by him/her in performing the Services including any designs, drawings, documents, and bespoke software (the 'Material') and generally asserts SPD-Studio Ltd.'s moral rights to be identified as the author of the artistic work or work of SPD-Studio Ltd. comprising the Project.
- 30.2 The Client shall have a licence to copy and use and allow other Consultants and Contractors providing services in relation to the Project to use copies of the Material, but only for purposes related to the Project.
- 30.3 Such purposes shall include the operation, maintenance, repair, reinstatement, alteration, extending, promotion, leasing and/or sale of the Project or any part, but shall exclude the use of the Material for any extension of the Project and/ or for any other project; provided that:
- 30.4 SPD-Studio Ltd. shall not be liable if the Material is modified other than by or with the consent of SPD-Studio Ltd., or used for any purpose other than that for which it was prepared, or used for any unauthorised purpose;
- 30.5 If it is intended to make any permitted use after the date of the last Service performed under the Agreement, the Client shall pay to SPD-Studio Ltd. any licence Fee specified in this document or if not specified, then such licence Fee as SPD-Studio Ltd. acting reasonably shall agree.
- 30.6 In the event of the Client being in default of payment of any Fees or other amounts due, SPD-Studio Ltd. may suspend further use of the licence on giving 7 days' notice of the intention of doing so. Use of the licence may be resumed on receipt of outstanding amounts.
- 30.7 The Client shall obtain or ensure that any third party shall obtain any necessary licence and pay any Fees arising for access to any software used to produce any of the Material.
- 30.8 SPD-Studio Ltd. shall have the right to publish photographs and a description of the Project, but shall require consent of the Client (not to be unreasonably withheld or delayed) before publication of any other information about the Project, unless reasonably necessary for performance of the Services.



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- 30.9 Neither the Client nor SPD-Studio Ltd. shall disclose to any other person information identified in writing as confidential unless reasonably necessary:
- 30.10 For performance of the Services, or
- 30.11 In order to take professional advice in relation to the Agreement or the Services; or
- 30.12 In order to obtain/maintain insurance cover as required by the Agreement; or
- 30.13 Because of a dispute arising out of or in connection with the Agreement; or
- 30.14 As required by law.

31.0 LIABILITIES AND INSURANCE

- 31.1 Limit of responsibility.
- 31.2 SPD-Studio Ltd. does not warrant:
- 31.3 that the Project will be completed in accordance with the Timetable or within any budget for the Project (including the Construction Cost);
- 31.4 that any approvals, consents or permissions relating to the Project (whether statutory or otherwise), such as planning permission, will be granted;
- 31.5 the solvency, services, performance, work or products of parties other than SPD-Studio Ltd. whether or not such parties were appointed on the advice of SPD-Studio Ltd.;
- 31.6 and SPD-Studio Ltd. shall not be liable for any matters concerning the Project relating to asbestos or toxic mould.
- 31.7 Time limit for action or proceedings
- 31.8 No action or proceedings whatsoever for any breach of this Agreement or arising out of or in connection with this Agreement whether in contract, tort, statutory duty or otherwise shall be commenced after the expiry of the period from the date of the last Services performed under the Agreement or, if earlier, practical completion of the construction of the Project or such earlier date as prescribed by law.

32.0 LIMIT OF LIABILITY

- 32.1 SPD-Studio Ltd.'s Liability for the loss or damage in respect of any one occurrence or series of occurrences arising out of one event (including any liability for costs) shall be limited to the sum stated in this document or the net contribution, whichever is the lesser sum.
- 32.2 No employee of SPD-Studio Ltd. including any officer or director of the company or any agent of SPD-Studio Ltd. shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

33.0 PROFESSIONAL INDEMNITY INSURANCE

- 33.1 SPD-Studio Ltd. shall maintain until at least the expiry period of the period specified in clause 4.31.8 professional indemnity insurance with a limit of indemnity of not less than the amount or amounts specified in clause 1.8 provided such insurance continues to be offered on commercially reasonable terms to SPD-Studio Ltd. at the time when the insurance was taken out or renewed.



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- 33.2 Such insurance shall be:
- 33.3 limited to the amounts (if any) specified in clause 1.8 as in the aggregate of any year of insurance; and
- 33.4 Subject only to such other limitations, exceptions and exclusions as are commonly included in such policies.
- 33.5 SPD-Studio Ltd., when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance is being maintained.
- 33.6 SPD-Studio Ltd. shall inform the Client if such insurance ceases to be available at commercially reasonable terms or subsequent to the date of this Agreement an aggregate limit applies to any matters other than those specified in this Agreement in order that SPD-Studio Ltd. and the Client can discuss the best means of protecting their respective positions.

34.0 SUPPLEMENTARY AGREEMENTS

- 34.1 Where it is specified in section 2.0 that SPD-Studio Ltd. will enter into a collateral warranty or warranties in respect of funders, purchasers or first tenants and the terms of the warranty together with the names or categories of other parties who will sign such agreements are appended to this Agreement SPD-Studio Ltd. shall enter into such agreement or agreements within a reasonable period of being requested to do so by the Client, providing that such warranties give no greater benefit to the beneficiaries than is given to the Client under this Agreement and all fees and other amounts properly due to SPD-Studio Ltd. have been paid;
- 34.2 that a Third Party Rights Schedule in favour of funders, purchasers or first tenants is applicable and appended to this Agreement, the rights of such third parties shall come into effect on the date of receipt by SPD-Studio Ltd. of a notice from the Client stating the name of each interested party and the nature of the interest in the Project; and/or
- 34.3 that a supplementary agreement is applicable under which SPD-Studio Ltd. is to provide services to a contractor to complete the design and construction of the Project, and such agreement is appended to this Agreement, SPD-Studio Ltd. shall enter into such agreement with the Client and the contractor appointed to complete the design and construction of the Project within a reasonable period of having been requested to do so by the Client, providing that all fees and other amounts due have been paid.

35.0 RIGHTS OF THIRD PARTIES

- 35.1 Except for the rights conferred by clause 4.34.2, nothing in this Agreement shall confer 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.

36.0 SUSPENSION AND DETERMINATION



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- 36.1 The Client may suspend the performance of any or all of the Services by giving at least 7 days' notice to SPD-Studio Ltd. The notice shall specify the services affected.
- 36.2 SPD-Studio Ltd. may suspend performance of the obligations under this Agreement on giving at least 7 days' notice to the Client of its intention and of the grounds for doing so in the event that the Client:
- 36.3 is in default of payment of any Fees or other amounts due under this Agreement; or
- 36.4 Fails to comply with his/her obligations under the CDM Regulations 2015.
- 36.5 When the reason for the suspension is removed or resolved SPD-Studio Ltd. shall resume the performance of its obligations.
- 36.6 If any period of suspension arising from a notice given under clauses 4.36.1 or 4.36.2 exceeds six months SPD-Studio Ltd. shall have the right to treat this Agreement as determined.
- 36.7 Any period of suspension arising from a valid notice given under clause 4.36.1 or 4.36.2 shall be disregarded in computing any contractual date for completion of the Services.
- 36.8 The client or SPD-Studio Ltd. may, by giving notice to in writing to the other, determine performance of any or all the Services and SPD-Studio Ltd.'s obligations under this Agreement stating the grounds for doing so and the Services and obligations affected.
- 36.9 Performance of the Services and SPD-Studio Ltd.'s obligations under this Agreement may be determined immediately by notice from either party if the Client or SPD-Studio Ltd. becomes insolvent, which term shall have the meanings set out in section 113 (2-5) of the Housing Grants, construction and Regeneration Act 1996.
- 36.10 On determination of performance of the Services or SPD-Studio Ltd.'s obligations under this Agreement:
- 36.11 A copy of the Material produced by SPD-Studio Ltd. in performing the Services, including any designs, drawings, documents and/or bespoke software, shall be delivered on demand to the Client by SPD-Studio Ltd. subject to the terms of the licence under clause 4.30.2 and payment of the of SPD-Studio Ltd.'s reasonable copying charges; and
- 36.12 Determination of the performance of the services or SPD-Studio Ltd.'s obligations under this Agreement shall be without prejudice to the accrued rights and remedies of either party.

37.0 DISPUTE RESOLUTION

- 37.1 In the event of any dispute or difference arising out of or in connection with this Agreement ("Dispute") the Client and SPD-Studio Ltd. may attempt to settle such Dispute by using the mediation services of the RIBA Mediation Service or such other mediation service as they may agree upon.
- 37.2 Any Dispute arising out of or in connection with this Agreement may be referred to adjudication by the Client or SPD-Studio Ltd. at any time to adjudication, the adjudicator nominating body to be the Royal institute of British Architects (RIBA),



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- 37.3 The adjudication procedures and the agreement for the appointment of an Adjudicator shall be as set out in the 'Model Adjudication Procedure' published by the Construction Industry Council current at the date of the reference, subject to clause 29 of the Model Adjudication procedure being deleted and replaced as follows: 'The adjudicator in deciding shall have discretion to direct the payment of legal costs and expenses of one party by another. The adjudicator may determine the amount of costs to be paid or may delegate the task to an independent costs expert.'
- 37.4 Where both the Client and SPD-Studio Ltd. so agree, and notwithstanding the right of adjudication, the dispute may be referred to arbitration, the arbitrator nominating body being the Royal Institute of British Architects (RIBA), provided that:
- 37.5 the Client or SPD-Studio Ltd. may refer to the court any claim for a pecuniary remedy which does not exceed £5,000 or such other sum as is provided by statute pursuant to section 91 of the Arbitration Act 1996;
- 37.6 In such arbitration, the Construction Industry Model Arbitration Rules (CIMAR) current at the date of the reference shall apply;
- 37.7 The arbitrator shall not have the power referred to in Section 38(3) of the Arbitration Act 1996.

38.0 COMPLAINTS PROCEDURE

- 38.1 SPD-Studio Ltd. operates a formal complaints-handling procedure and shall provide the Client with a copy of said complaints-handling procedure immediately upon request.
- 38.2 The Client shall make any complaint in writing to: SPD-Studio Ltd., Unit 1 & 2 Tollgate Business Park, Tollgate West, Stanway, Colchester, Essex, CO3 8AB.