Calfords LLP
(Registered Company Number OC440821)

Terms of Business

July 2026

www.calfordseaden.com

Calfords LLP is a Limited Liability Partnership Registered in England and Wales number OC440821
Registered Office: St John's House, 1A Knoll Rise, Orpington Kent, BR6 0JX where a list of members is kept. Regulated by RICS

1 Introduction

1.1. Our aim is to give care, skill and attention to your instructions with a view to fostering a long-term business relationship with you built on mutual trust.

1.2. While our first priority is as outlined in paragraph 1.1, we recognise the need for our relationship with you as our Client to be formally documented. This document is our Terms of Business and together with the attached letter and/or Scope of Services (the Services") and/or Fee Schedule, forms the contract to be entered into between us ("the contract"). Our obligations to each other will therefore be defined exclusively by the contract, to the exclusion of any other communications between us and to the exclusion of any other terms or conditions that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. We however reserve the right to amend the Scope of Services and/or Fee Schedule if necessary to comply with any applicable law or regulatory requirement and we shall notify you in any such event.

1.3. No amendment or variation to the contract will be binding on us unless in writing and signed by your duly authorised officer and one of our Partners.

1.4. We are a Limited Liability Partnership. As you may be aware, an LLP has 'Members' and not 'Partners'. However, it is more usual for Senior Professionals to refer to themselves as 'Partners' and our Members have decided to retain this traditional usage, notwithstanding our LLP status. Accordingly, in these Terms of Business we refer to ourselves as 'Partners' and will continue to do so in our dealings with you.

2 Contracts (Rights of Third Parties) Act 1999

2.1. We would confirm that nothing in this contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this contract.

3 Our General Obligations

3.1. We agree to perform the Services subject to and in accordance with these Terms of Business.

3.2. We shall perform the Services with the skill and care reasonably to be expected of a professional person experienced in the provision of like services.

3.3. We shall liaise, keep fully informed and co-operate fully, with your representatives and any other professional advisers or contractors engaged by you. At the same time we shall be entitled to rely upon the information and/or advice given by you, those other professional advisers and contractors as being complete and accurate.

4 Points of Contact

4.1. The letter attached with these Terms of Business indicates the name(s) of your permanent point(s) of contact with us.

4.2. We try hard to avoid changing the people who are primarily responsible for handling your work but, if this cannot be avoided, we will notify you promptly as to who will be handling your work and why the change was necessary.

5 Your General Obligations

5.1. To assist us in fulfilling our duties we would ask that you provide us, within a reasonable time, with all information that you hold which relates to the Services or to the project in relation to which the Services are being provided ("the Project") and any other information or decisions that we may reasonably request. We would also ask that you instruct your Professional Advisers and contractors to do likewise.

5.2. Specifically in relation to the Building Safety Act 2022 (the BSA) and for Services which relate to Higher Risk Buildings as defined under the BSA the following will apply:

i. You will procure or you will procure that the Principal Accountable Person(s) will provide to us all relevant details and contents of the Building Safety Case and all other relevant associated documents and golden thread requirements in accordance with the BSA ("the Building Safety Information") to allow us to progress the delivery of our Services.

ii. Where we are providing design related services which will be subject to the gateway procedures as set out within the BSA, we draw your attention to the fact that the Building Safety Information will form a fundamental briefing document for our design and for the eventual submission of the design to the Building Safety Regulator (as defined under the BSA). It is therefore essential that this information is in place, suitably developed and distributed to the relevant parties at the earliest opportunity following your instructions to commence the Services. Any delay in receipt of relevant information may result in abortive work and/or delays to the programme beyond our reasonable control and as such may give rise to additional fee entitlement.

iii. Should you require that we commence the Services in advance of the Building Safety Information being provided to us, you do so at your sole risk, and you are aware of your ultimate responsibility as Client to ensure that any design and associated work is integrated into your Building Safety Information and other statutory obligations.

iv. You shall procure that we are provided with all the information and training required for us, where relevant, to update any digital information management platforms as may be required of us on your behalf under the BSA and any associated legislation.

v. You will procure that, where required, you will provide us with adequate instruction and information on any mandatory occurrence reporting systems (as set out in the Building (Higher Risk Buildings Procedures) (England) Regulations 2023.

vi For the avoidance of doubt, where competency statement are provided, these shall be provided only to the extent required by law.

6 Our Liability

6.1. We have an interest in limiting the personal liability and exposure to litigation of our employees, Partners and consultants. You therefore agree that any claim of any kind arising out of or in connection with the contract shall be brought only against ourselves (Calfords LLP (Registered Company Number OC440821)) and that no claims in respect of the contract will be brought personally against any of our Partners or employees involved in the provision of the services.

6.2. You agree that our maximum aggregate liability in respect of breach of contract or breach of professional duty or negligence or otherwise arising out of or in connection with the contract shall be limited in total to the lesser of £5,000,000 or a sum equivalent to 20 times the remuneration payable to us under the contract. For matters relating to fire safety and/or cladding, the maximum aggregate liability shall be limited in total to the lesser of £250,000 or 10 times the remuneration payable to us as specified in contract.

6.3. For the avoidance of doubt our liability in respect of sub-consultants who we have appointed will be limited to the level of professional indemnity insurance available from such sub-consultants. Any liability we may owe to you in relation to any services provided by such sub-consultant shall cease to apply if that sub-consultant ceases trading or fails to maintain its professional indemnity insurance to the required level.

6.4. Where you have appointed others (for example professional advisers or consultants) in connection with the Project, , our aggregate liability to you in respect of breach of contract or breach of duty or negligence or otherwise arising out of or in connection with the contract shall be limited to that proportion of the loss or damage (including interest and costs) suffered by you which is attributable to us having regard to the contribution to such loss and damage by any other person. You agree that this will remain the position, even if you have agreed a limitation of liability with any of your other advisers so that consequently you may not be able to recover a part of any loss for which they might have otherwise been liable.

6.5. As part of the services that we are to provide, you may require us or it may be necessary for us, to instruct contractors, consultants or other third parties ("Other Contractors") on your behalf. In such circumstances the terms on which any Other Contractors are engaged to assist us constitutes a separate contract between the Other Contractors and you. We shall not, in our capacity as agent, be a party to the contract between the Other Contractors and you, and you acknowledge that we shall be under no liability whatsoever to you for any direct or indirect loss or expense, including loss of profit, suffered by you as a result of an act or omission of any Other Contractors instructed by us on your behalf which amounts to negligence or breach of contract. For the avoidance of any doubt, this shall not affect your right to pursue such Other Contractors directly.

6.6. In circumstances where you require us to arrange contracts with the Other Contractors on your behalf, you must confirm this in writing beforehand. We reserve the right to add a 15% administration fee to all contractor charges.

6.7. Where Clause 6.6 applies you will be directly responsible for the payment of all fees due to others.

6.8. Any claim for breach of contract, breach of duty or negligence or otherwise arising out of or in connection with the contract shall be brought against us within 6 years of the act or omission alleged to have caused the loss in question.

6.9. You agree that the provisions of this paragraph 6 shall not be affected by the termination of our appointment (whether or not pursuant to paragraph 8) and that the provisions of this paragraph 6 shall continue in full force and effect notwithstanding any such termination.

6.10. This paragraph 6 shall not apply to any liability which we may have in relation to death or personal injury caused by our negligence.

Liability In Respect of Asbestos

6.11. In the event that specialist asbestos contractors or consultants ("Specialist Contractors") are used to carry out work which we are required to sign off prior to the completion of the Services, we shall not be held liable for that work carried out by such Specialist Contractors. We will only certify that such Specialist Contractor has indicated that the work has been completed and any signing off by us of the work shall not be construed as a statement verifying or certifying that the work has been carried out correctly by the Specialist Contractor, as we do not have the relevant expertise.

6.12. This clause 6.12 overrides all other provisions of the contract. Any liability of us under or in connection with this agreement which arises wholly or partly in connection with asbestos or product or waste which contains asbestos (including any remediation or removal of the same) shall not exceed the amount which we are able to recover against the claim in question under our professional indemnity insurance. This limitation shall cease to apply if we have failed to maintain our professional indemnity insurance.

6.13. Specialist Reports/Information

For the avoidance of doubt we may rely upon the accuracy of specialist reports and/or information provided by you or a third party on your behalf.

7 Remuneration

7.1. Our fees, both in total and payable on an interim basis, are defined in the attached letter and/or Fee Schedule ("the Fee") and we shall be entitled to render invoices as stated therein unless otherwise agreed, such invoices including any additional fees payable under paragraph 7.9 below. Each invoice is to be paid within 28 days of the date of the invoice in full and in clear funds to a bank account nominated by us and set out in the invoice.

7.2. Where our fees are based on an hourly charge, we will, where possible, provide an estimate prior to commencement of any specific Project or Service if required. Where such an estimate has been provided and it subsequently becomes clear that the work will vary materially from that envisaged in the estimate, we shall notify you as early as possible and agree a basis for continuing.

7.3. For the avoidance of doubt, our fee is exclusive of Value Added Tax. You agree to pay the total amount of Value Added Tax properly due thereon.

7.4. The Fee shall be deemed to be payment for the Services and to be exclusive of all expenses and disbursements. You shall reimburse us, against appropriate proof of expenditure, in respect of expenses which shall have been properly and reasonably incurred by us in connection with the Services.

7.5. Disbursements relate to costs we need to pay out on your behalf as the project progresses and inter alia includes Building Regulation and Planning application fees. It is our practice to seek payment of these from you before the disbursement is incurred and due notification of the requirement for such payments will be made to you at the appropriate time.

7.6. If in good faith you dispute that any item set out in any invoice is due, you shall give notice in writing within 21 days of the date of such invoice stating the reason for such dispute, leaving the balance of the invoice to be paid in accordance with paragraph 7.1. We shall both immediately use our reasonable endeavours to agree the amount of any disputed item, but failing agreement the matter may be referred to adjudication and/or arbitration in accordance with paragraph 13.

7.7. Subject to paragraph 7.6 you shall pay all invoices without deduction, set-off, abatement or counter-claim.

7.8. We shall be entitled to be paid interest on invoices or any part thereof due and payable but remaining unpaid 28 days after the date of the invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2013

provided that, in the case of items correctly disputed by you, interest shall run only from the date when the amount of such item is agreed or settled by adjudication or arbitration. For the avoidance of doubt, this shall apply equally to non-commercial entities.

7.9. It is possible that it will become necessary for us to provide services which go beyond the Services. Such additional services may arise out of:-

i) changes in the scope or timing of the Project whether or not caused by changes of instructions by you or your other professional advisers, including resumption of the Services under Clause 8.1 below; and/or
ii) delay, defective performance or insolvency of your other professional advisers and Contractors.

In the circumstances we shall be entitled to be paid such further fee as is then agreed or, in the absence of such agreement, a fee calculated on a time basis in accordance with the hourly rates set out in the contract.

8 Termination and/or Suspension

8.1. You may, by giving not less than 7 working days written notice, require us to suspend the Services. You may, by giving not less than 7 working days written notice, require us to resume the services at any time within a period of 6 months from the date of suspension. In those circumstances we shall use our reasonable endeavours to resume performance of the Services as soon as possible. If you do not request us to resume performance within such period, then our appointment under the contract shall be deemed to have terminated, and the provisions of paragraphs 8.5 and 8.6 shall apply.

8.2. Without affecting any other right or remedy available to either of us, either you or us may terminate the contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing to do so.

8.3. Both you and we shall be entitled to terminate the contract immediately in the event that: a) distress or execution is levied or threatened upon any of the other's property; b) any judgement against the other remains unsatisfied for more than 14 days; c) you (being an individual) become bankrupt or unable to pay your debts or seek an agreement with your creditors; d) either party (being a company) has an administrator appointed or a receiver or manager or administrative receiver is appointed for it or any of it's assets or e) either party enters into liquidation or propose or make any voluntary arrangement with its creditors; f) any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; g) either party is or is deemed to be insolvent or unable to pay its debts; h) either party ceases to carry on business.

8.4. We reserve the right to suspend performance of all or part of the Services in the event that you fail to pay any invoice within 28 days in accordance with paragraph 7.1 (or in the case of items disputed in good faith within 28 days after the date when we agree with you the amount of such item or the amount is settled by adjudication or arbitration), provided that we give to you 7 days notice in writing of our intention to suspend performance of the Services.

8.5. Termination of our appointment under the contract, however it may arise, shall not affect the rights and remedies of either of us in relation to any default of the other prior to such termination.

8.6. If the performance of the Services has been suspended or terminated under Clause 8.1 or by us under paragraphs 8.2, 8.3 or 8.4 then we shall be entitled to be paid (and we shall invoice you accordingly) for all outstanding fees earned by us for the Services performed (whether wholly or in part) all expenses and other disbursements incurred and VAT due.

8.7. If the performance of the Services has been suspended or terminated by you under Clause 8.2 or 8.3, then we shall give to you copies of any drawings or documents for and in relation to the Project prepared by us or on our behalf or in our possession as necessary to minimise any disturbance to the Project subject to payment of any outstanding fees.

9 Intellectual Property Rights

9.1. The copyright in all documents provided by us in connection with the Services belongs to us. However, subject to payment of our fees, we will allow you to use them by granting to you an irrevocable, non-exclusive, royalty free licence to copy and use the documents for all purposes related to the Project. For the avoidance of doubt you will be allowed to use the copyright in the documents in connection with any extension of the Project but not to reproduce the designs contained in the documents in any such extension. You shall not sub-licence, assign or otherwise transfer the rights granted in this clause. We shall not be liable for any use of such documents for any purpose other than that for which they were prepared.

9.2. You grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the contract for the purpose of providing the Services.

10 Assignment and Sub-Contracting

10.1. Neither you nor we may assign or transfer all or any part of the contract without the prior written consent of the other such consent not to be unreasonably withheld or delayed.

10.2. We shall not sub-contract any part of the Services under the contract except with your prior written consent, such consent not to be unreasonably withheld or delayed.

10.3. Notwithstanding paragraph 10.2, in the event that our business is carried on by some other person in succession to us, then with effect from the date of succession:

i) we shall be discharged from performance of outstanding obligations thereafter and from all claims arising thereafter.
ii) the person who carries on our business in succession to us shall undertake all such obligations as if that person had been a party to this Agreement instead of us.
iii) we shall oblige the successor to perform those obligations for your benefit.

11 Communications

11.1. Any notice or other communication given to either of us to the other under or in connection with the contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).or any other address set out in the attached letter and/or Scope of Service.

11.2. Any notice or communication shall be deemed to have been received:

i) if delivered by hand, at the time the notice is left at the proper address, or;

ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

12 Complaints

12.1. It is our aim that it will be an exception for you to have a complaint about the service you receive from us. Our governing body has published Rules of Conduct in the event that you have reason to make a complaint in relation to the services provided. A copy of our Complaints Handling Procedure is available upon request. We will use all reasonable endeavours to resolve complaints by negotiation or other non-adversarial means such as mediation, this being subject to either side's statutory right to have any dispute resolved by adjudication in accordance with paragraph 13 below.

12.2. In this regard we will consider with you whether it would be appropriate to refer the matter to dispute resolution in accordance with our Complaints Handling Procedure.

13 Adjudication

13.1. The Housing Grants Construction and Regeneration Act 1996 applies to the contract, the Scheme for Construction Contracts (England and Wales) Regulations 1998 shall also apply save for the following amendments:

i) The final date for payment of any sum which becomes due under the contract shall be 28 days from the date of our invoice.

ii) The adjudicator nominating body shall be the Royal Institution of Chartered Surveyors.

iii) Any notice of adjudication to be served upon us shall be served on:

Mr Michael Anderson
Calfords LLP
St John's House
1a Knoll Rise
Orpington
Kent BR6 0JX

14 Ethical and Practice Guideline

14.1. We are a multidisciplinary consultancy and as such we are bound by the ethical guidelines of the relevant governing body for each discipline and we therefore accept instructions to act for you on the basis that we will act in accordance with the relevant guidelines.

15 Non-Contractual Advice

15.1. We cannot accept liability for non-contractual advice provided. All such advice should be verified and checked by others with the appropriate level of expertise.

16 ISO 9001, 14001 and 45001 Certifications – Confidentiality

16.1. We are pleased to confirm that we are registered to BS EN ISO 9001, 14001 and 45001 and in connection therewith, we may be requested to allow the Independent Assessors of our certification body to examine our files containing confidential details of our Client's affairs. The UKAS Accredited certification body have confirmed that all assessors have signed a confidentiality agreement and these are available upon request.

16.2. Unless you advise us to the contrary, we will treat the acceptance of these Terms of Business by you as your approval for access to our files to be granted in these circumstances alone.

17 Web Portals

17.1. Where we are required to place any information produced during the Project on a web portal or other similar system for sharing by you and any other party, we will require at the end of the Project that we are provided, free of charge, with a copy of, or permanent access to, all materials placed on the portal.

17.2. If required, the information is to be provided on a CD, DVD or other suitable electronic device.

18 Governing Law

18.1. The contract and these Terms of Business are governed by English Law and both you and us submit to the exclusive jurisdiction of the courts of England and Wales.

19 Clients Money

19.1. It is our policy that client money (ie money of any currency (whether in the form of cash, cheque, draft or electronic transfer) which we receive from you and which is not immediately due and payable to us on our own account) is not held under any circumstances.

19.2. Where client money is paid to us in error this shall be returned/rejected at the earliest possible opportunity and we shall be entitled to claim from you as a debt any fees or costs we incur in returning or rejecting such client money.

20 Non-Solicitation

20.1. In order to protect both our legitimate business interests we both agree with each other that we shall not (except with the prior written consent of the other):

i) attempt to solicit or entice away; or

ii) solicit or entice away,

from the employment or service of the other party the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff.

20.2. Both parties shall be bound by the covenant set out in subclause 20.1 during the term of the contract, and for a period of 6 months after termination or expiry of the contract.

20.3. For the purposes of this clause 20, a Restricted Person shall mean any person employed or engaged by either party as technical or senior and above, who has been engaged in the provision of the Services or the management of this agreement or involved in the Project.

20.4. If either party breaches the terms of this clause 20, it shall compensate the other party by paying the equivalent of twelve months salary of the recruited party's new salary to the other party.

20.5. If either party recruits a Restricted Person pursuant to a national advertising campaign as set out within subclause 20.1, it shall compensate the other party by paying the equivalent of six-months salary of the recruited parties to the other party.

21 General Data Protection Regulation (GDPR)

21.1. Where our Services involve handling information of a personal nature, this will be managed and controlled strictly in accordance with our General Data Protection Policy, a copy that is available on request.

22 The Building Regulations etc. (Amendment) (England) Regulations 2023 ("the Building Regulations 2023"):

22.1. We remind you that it is the duty of a Client under the Building Regulations 2023 to appoint a Principal Designer. Where the Client does not appoint a Principal Designer, the Client is deemed to be the Principal Designer. Where relevant we shall comply with the obligations imposed on us as a designer under the Building Regulations 2023 insofar as they apply to the Services and perform all the duties and functions required to be performed by a designer under the Building Regulations 2023.

22.2. Notwithstanding anything to the contrary in any scope, briefing document, invitation to tender or other such document which has been issued in advance of the contract; we advise you that your statutory obligation as Client is to ensure that you appoint a Principal Designer with the appropriate skills, knowledge, experience and behaviours to fulfil the statutory duties of the Building Regulations 2023 and therefore we shall not be deemed to be appointed or to have accepted any appointment of this statutory role until we have reviewed the full brief, assessed our suitability and ability to fulfil this role at the various stages of the design, provided you our competency statement (taking due consideration of our role within the wider design team and therefore our ability to reasonably control the design) and subsequently received your written confirmation accepting our competency together with your specific instructions pursuant to receipt of this statement.

23 Collateral Warranty

23.1 Our fee does not cover the provision of collateral warranties or letters of reliance. If you require the provision of these please confirm in writing. For the avoidance of doubt we will only provide collateral warranties to a Funder (a person who is providing finance in connection with the project) a Purchaser (a person to whom you have agreed to transfer your interest in the property relevant to the Services, provided that we will only provide a collateral warranty to a Purchaser of 5 or more residential premises) and a Tenant (a person to which you have agreed to grant a leasehold interest in the property relevant to the Services provided that they have and interest in 5 or more residential premises).

24 General

24.1. Neither party shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

24.2. The contract constitutes the entire agreement between us and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you whether written or oral, relating to its subject matter.

24.3. Each party acknowledges that in entering into the contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the contract. Nothing in this clause shall limit or exclude any liability for fraud.

24.4. A waiver of any right or remedy under the contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by either you or us to exercise any right or remedy provided under the contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24.5. If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this contract deleted under this Clause 24.5, both parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25 Regulation

25.1. Calfords LLP (Registered Company Number OC440821)) is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. Responsible Principal is Ben Furr, Partnership Chair, bfurr@calfordseaden.com.