

Structural Timber Design Solutions L.L.P (STuDS)

Terms of Engagement.

Project :- (See Project Reference)

Quote reference No:- (See Qno)

Basis of Advice

Our design and drawings will be based on:

- 1/ Layouts, plans, details and sections supplied by others
- 2/ Structural engineers calculations supplied by others or sub-contractor
- 3/ Fabricators / clients specifications and standard details
- 4/ Economics of fabrication and construction
- 5/ Information from others in the design team
- 6/ Construction (Design & Management) Regulations
- 7/ Trada / Robust specifications and details (where none have been provided)

The structural engineer's specifications and design report (conform to BS 6399,5268,5950 8002 or to the Eurocode suite and NHBC/Zürich requirements) will supersede all specifications and design of the timber frame, including members and sizes provided by others or STuDS.

Regarding the form of the construction, account will be taken of the plan, shape, height/width load-bearing and non load-bearing Walls etc. Which affects the robustness, the choice of framing materials, material grades, foundations, racking, nailing, fabrication design and handling of the panels, cassettes or components. Where buildings are five storey or taller, consideration will be given to prevent disproportionate collapse in the case of accidents or damage.

Regarding the economics of the building alternative forms of construction and design (steel, timber, composite timber members, concrete/masonry) will be considered along with the form of walling and cladding to provide the most economic structural solution having regard to the form, use, location, durability, robustness, clients preference and architectural requirements.

Note all drawing produced by STuDS are intended solely for the individual or client whom it is addressed. Any use, disclosure, forwarding, printing or copying of our drawings or its attachments other than the intended project is strictly prohibited.

Quality

We apply an internal quality checking service of our work. On appointment, the client is welcome to visit us, or to appoint a representative to visit us, to discuss our checking procedures.

Except where we are instructed otherwise, the quality of our work will be classed as normal. Our design will be carried out in accordance to current Building Regulations, relevant British Standards, Trada, The UK Timber Frame Association, Robust Details, and any other authoritative published data subject to professional judgment.

Limitations

Drawings of the buildings supplied to us will be studied only as far as is necessary to obtain information relevant to our design work. Where our involvement on the design does not cover all elements of the building and our services are partial we do not accept responsibility for those aspects that do not form part of our brief.

Where the detailed design of elements of the structure is to be carried out by others or sub contractor (e.g. foundations, walls and floors, fixing and connection details, structural engineering, timber roofs and trusses, engineered composite floor joists, structural steel/timber post and beams, lintels, floating floors and stairs etc..) these will be checked only as regards to their interaction and stability with the designed fabrication and structural components. The Designer (STuDS) will not be responsible for the structural engineering, detailed dimensions and fabrication drawings.

All foundations and timber frame buildings, regardless of type, settle to some extent under load. Minor movement of the structure and substructure is therefore inevitable and it can, on occasions, lead to slight but acceptable shrinkage and cracking which can be dealt with by good building procedures and normal maintenance and decoration.

The structural calculations and drawings if provided by a sub contracted Engineer will normally be checked by the local authority and/or NHBC. We cannot guarantee that others' interpretations of British Standards and relevant data will exactly coincide with theirs. We recommend that work on site only starts after receipt of such approval.

Where we are requested or instructed to carry out site inspections as agreed or periodically or at specific times during the contract as we consider appropriate to satisfy ourselves that the work is generally carried out in accordance with our design and CDM requirements. We try to visit sites at critical stages, such as when foundations are ready for sole plate fixing and when the Contractor might be carrying out operations for the first time. Obviously we cannot guarantee to note all defects in the construction on this basis.

For all fabrication drawings, dimensions are shown in millimeters. Drawings should not be scaled. Client to check all dimensions and report all errors and omissions with 48 hours to the Designer / Engineer. It is required by the manufacture / fabricator to check all fabrication drawings prior to manufacturing, meet the relevant health and safety standards.

Legal Obligations Relating to Health and Safety

Under CDM regulations before commencing work, by law we will require confirmation that the clients (if a notifiable project) are aware of his duties under CDM 2007. On notifiable projects the designer shall not commence work (other than preliminary design works) unless a CDMC has been appointed. We will require details of the CDM co-ordinator for the above project.

In Brief

- a) CDM 2007 became law on 6th April 2007
- b) CDM forms part of legislation made in parliament and to work in breach of its requirements is a *criminal offence.* Prosecution for failure to comply will result in action against companies and individuals.
- c) CDM applies to all construction projects (CDMC (Construction Design Management Co-ordinator) appointed for notifiable projects only)
- d) Notifiable projects are those whose construction phase lasts more than 30 working days or 500 person days. Notifications of these projects are made by the client to the local HSE office by using form HSE F10. It is the responsibility of the client to appoint a CDMC
- e) The duty of designer extends to ANY person who designs any part of the structure (this includes the roles of QS, Architect, Engineer, Component Designer, etc)

For further guidance and the legal duties placed on clients, CDM co-ordinators, designers, principal contractors, contractors and the self-employed can be found at <http://www.cskills.org/supportbusiness/healthsafety/cdmregs/guidance/index.aspx> & <http://www.hse.gov.uk/construction/cdm.htm>

Liability

The amount of Professional indemnity insurance to be carried by STuDS in the case of liability shall be up to a maximum of £100,000.00

Extras / Variations

Any amendments, variations or additions to the quote after instruction to proceed, whether requested by the Customer, Structural Engineer or required by STuDS and/or any additional charges incurred by STuDS by reason of any default by the Customer shall be charged in accordance with STuDS's prices at the date of such amendments, variations or additions and such additional payment shall be due before any such issuing or supply or implementation of such amendments, variations or additions, or as agreed.

Where extras and/or variations are to be charged, the following hourly rates shall apply for services provided by STuDS: Design - £40.00 per man hour/ sub contracted Engineering - £85.00 per man hour

Terms and Conditions of Payment

Terms of Payments are 30 days net from the date of the invoice, and we reserve the right to charge interest and compensation for debt recovery costs on accounts outstanding in excess of this time.

A contractual agreement between the Client and STuDS is upon written instruction by the client to proceed with the design, or receipt of clients purchase order, and or signing by the client by return of the 'Confirmation to proceed and Acceptance' form provided with each quotation.

If the customer defaults in any of its obligations as to payment, STuDS shall have the option of:

- 1/ Treating the project as cancelled and the customer shall pay to STuDS all sums due at the date of cancellation with any additional expenses or charges incurred by STuDS; or
- 2/ Suspending the project until the customer has paid all sums outstanding; or
- 3/ Proceeding with the project and recovering the full price.
- 4/ STuDS shall have no obligation to commence design services until payment by cleared funds has been received in accordance with the signed quotation acceptance form. STuDS has the right to charge the customer for any costs or losses incurred by STuDS by reason of any such delay in design and engineering caused by the customers failure to pay in accordance with the quotation.
- 5/ Interest at the rate of 10% per annum shall be payable by the Customer to STuDS on all overdue payments, however we reserve the right to claim compensation and statutory interest of 8% above the Bank of England base rate at the date the debt becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 6/ Where the quote includes the provision of STuDS or its sub contracted engineer to provide a National House Builders Council certificate and/or structural calculations, STuDS reserves the right to withhold issue of such certificate and/or calculations relating to the project, until payment in full of the price and any additional charges/expenses for which the Customer is liable under the agreed quotation / written acceptance.
- 7/ Until payment in full of the designed project and any additional charges/expenses for which the Customer is liable under the quotation / written acceptance, STuDS shall retain ownership of all Intellectual Property rights in all designs and documents produced by STuDS in connection with the project.

For and on behalf of Structural Timber Design Solutions L.L.P