



CWJ Design Services Ltd

trading as CWJ Architectural Design Services

Unit C, Block 10, Moorfield Industrial Estate, Kilmarnock, KA2 0BA | Company No: SC885274 | design@cwjdesignservices.co.uk | www.cwjdesignservices.co.uk

STANDARD TERMS OF BUSINESS

Domestic Architectural Design, Planning and Building Warrant Services in Scotland

Version 2.0 — Effective 25 August 2026

These Standard Terms of Business apply to every Client Appointment Agreement issued by CWJ Design Services Ltd, trading as CWJ Architectural Design Services ("CWJ", "we", "us" or "our"). They are incorporated into and form part of each signed Client Appointment Agreement (the "Agreement"). Where there is any inconsistency between a signed Agreement and these Terms, the signed Agreement takes precedence for the project-specific matters it sets out; these Terms apply to everything else.

1. Definitions

- "Agreement" means the signed Client Appointment Agreement together with these Standard Terms of Business and the agreed fee proposal.
- "Client", "you" or "your" means the person or persons named as Client in the Agreement.
- "CWJ", "we", "us" or "our" means CWJ Design Services Ltd, trading as CWJ Architectural Design Services, Company No. SC885274, Unit C, Block 10, Moorfield Industrial Estate, Kilmarnock, KA2 0BA.
- "Services" means the architectural design, planning, building warrant and related services identified in the Agreement.
- "Project" means the property and works described in the Agreement.

2. Professional Status

CWJ Design Services Ltd, trading as CWJ Architectural Design Services, is an architectural design practice, not an architect's practice. Services are provided by an architectural designer or architectural technician, and CWJ may engage third-party architects or other consultants for specific projects where required.

CWJ carries out the Services with reasonable skill and care consistent with the standard expected of a competent architectural designer or architectural technician undertaking comparable domestic projects in Scotland.

3. Basis of Appointment

CWJ is appointed on the basis of the scope of Services, fees and payment stages set out in the Agreement. No Services are undertaken, and no fee is payable, beyond what is expressly agreed in the Agreement or a subsequent written variation.

The Client confirms, by signing the Agreement, that they have the legal right to instruct works at the Project address, including as owner, tenant with the necessary consents, or otherwise with the authority of the owner.

4. Local Authority Agent Representation

Where CWJ is instructed to submit a planning application, building warrant application or related statutory application, the Client authorises CWJ to act as their agent for that application.

This may include:

- submitting the application and supporting information;
- corresponding with the relevant Local Authority, Planning Department, Building Standards verifier or statutory body;
- receiving and responding to routine requests for clarification or additional information;
- monitoring the application during the normal review process; and
- updating the Client on material application progress where appropriate.

This agent representation covers correspondence relating to the technical and design content of the application. It does not include the financial administration of statutory fees (processing, tracking or reconciling payments to Local Authorities, Building Standards or other statutory bodies), or the wider day-to-day coordination of correspondence and updates between multiple statutory bodies, consultants and the Client across the life of the Project. Where required, this coordination is provided under a separate administration handling fee, where set out in the Agreement.

CWJ cannot guarantee the grant of planning permission, building warrant approval, completion certificate acceptance or any other statutory approval. Decisions remain with the relevant authority, verifier or statutory body.

5. Client Obligations

To enable CWJ to perform the Services, the Client agrees to:

- provide timely, accurate and complete information about the Project and the brief;
- make decisions and give instructions within a reasonable time when asked to do so;
- provide reasonable access to the Project address for survey and inspection purposes;
- appoint and pay for other consultants (such as a structural engineer) where this is not included in CWJ's appointment; and
- pay fees, statutory charges and third-party outlays in accordance with the Agreement and these Terms.

Where the Client fails to do any of the above and this causes delay or additional cost, CWJ will notify the Client and may adjust the programme or fees accordingly.

6. Fees, Invoicing and Payment

Invoicing

Fees are invoiced at the stages set out in the Agreement's Payment Schedule, or otherwise as work is carried out. Invoices are issued by email to the address given in the Agreement.

Payment Terms

Invoices are payable within 14 days of the invoice date, unless a different period is stated on the invoice or agreed in writing.

If an invoice is not paid in full by its due date, CWJ may charge interest on the overdue amount at 4% per year above the Bank of England base rate, accruing daily from the due date until payment is received, and may suspend further work, submissions or issue of drawings until sums properly due are paid.

VAT

Fees stated in the Agreement are not subject to VAT, as CWJ is not currently VAT registered. Should this change, VAT will be applied prospectively and the Client notified in writing before invoicing.

7. Additional Services and Variations

Unless otherwise stated in the Agreement, the quoted design fee includes one round of reasonable revisions following issue of the first draft drawing package for the Client's review. A reasonable revision is an amendment that remains broadly consistent with the agreed brief and does not amount to a material redesign or a new design direction.

The Agreement's fee covers the scope of Services expressly identified in it. Where the Client requests, or circumstances require, work beyond that scope, including further revision rounds, substantial redesign, a revised brief, or additional liaison beyond what is described as included, CWJ will, where reasonably practicable, notify the Client and agree the additional fee in writing before proceeding.

Where no fixed additional fee is agreed, additional work is charged at CWJ's standard hourly rate of £65.00 per hour (exclusive of VAT, which does not currently apply), reviewed from time to time.

8. Services Not Included Unless Specifically Agreed

Unless expressly included in the scope or fee schedule set out in the Agreement, an appointment does not include:

- structural engineer calculations, certification or reports;
- SAP, SBEM, EPC, energy modelling or other specialist performance calculations;
- drainage, civil engineering, flood risk, fire engineering, acoustic, asbestos, ecological or other specialist reports;
- party wall, title, boundary, servitude or neighbour dispute matters;
- contractor tendering, contractor selection or negotiation of building contract terms;
- detailed construction drawings beyond the planning or building warrant stage unless expressly quoted;

- bill of quantities, quantity surveying, formal cost planning or contractor valuation certification;
- construction phase project management, clerk of works services or site supervision;
- inspection of construction works for valuation or stage payment purposes;
- substantial redesign requested by the Local Authority, verifier or another statutory body;
- changes caused by a revised Client brief after submission;
- new options or alternative design schemes requested after design approval;
- warrant amendments after approval;
- fresh applications or re-submissions caused by Client changes or contractor changes;
- formal appeals, reviews, hearings or dispute procedures; and
- any other service not specifically stated as included in the Agreement or accompanying fee proposal.

CWJ may be appointed separately at a later date to provide Construction Phase Monitoring and Valuation Administration Services, including agreed site visits and progress observations in support of stage payment reviews. This is not included within a design appointment and, if required, will be the subject of a separate written agreement.

9. Optional Building Standards / CCNP / Completion Administration Service

CWJ can provide an optional Building Standards, Construction Compliance and Notification Plan (CCNP) and completion administration service, where this is selected and included in the fee schedule of the Agreement.

This optional service may include:

- assisting with Building Standards commencement notifications where required;
- assisting with CCNP administration;
- supporting the gathering of relevant completion documentation;
- assisting with routine completion certificate administration; and
- routine administrative liaison with Building Standards in relation to completion documentation.

This is an administration and coordination service only. It does not include contractor supervision, full construction inspection, certification of workmanship, preparation of trade certificates, or any guarantee that Building Standards will accept a completion certificate submission.

10. Statutory Fees and Third-Party Outlays

Statutory application fees (such as Planning and Building Warrant fees) and third-party outlays (such as a structural engineer's fee arranged through CWJ) are separate from CWJ's professional fees, and are shown separately in the Agreement's fee schedule for transparency. Where CWJ pays such fees on the Client's behalf, CWJ does not add any margin or mark-up to the amount charged by the relevant authority or provider.

Statutory fees are set by the relevant Local Authority or statutory body and may change, including where a declared construction value is queried or revised, before or after submission. Any resulting change in fee is payable by the Client. Fees and outlays paid to Local Authorities, statutory bodies or third-party providers may be non-refundable once lodged, ordered or incurred.

Where a consultant such as a structural engineer is not included in the original appointment but is later required (for example, at the request of Building Standards or the Local Authority), CWJ will confirm the scope and fee with the Client in writing before instructing them, and this will be invoiced separately from the fees set out in the Agreement.

11. Professional Indemnity Insurance

CWJ maintains professional indemnity insurance appropriate to the Services it provides, currently arranged with Markel International Insurance Company Limited (Policy No. CE70363), with a limit of indemnity of £1,000,000 for each claim. Cover is renewed annually. Evidence of current cover is available to the Client on request.

12. Limitation of Liability

CWJ's total liability to the Client arising out of or in connection with the Services, whether in contract, delict (tort) or otherwise, is limited to the lower of: (a) the total professional fees paid by the Client under the relevant Agreement; or (b) £1,000,000, being the level of professional indemnity insurance cover held by CWJ at the time these Terms were prepared. This figure will be reviewed at each insurance renewal and updated if the level of cover changes.

CWJ is not liable for indirect or consequential loss, including loss of rent, loss of use, or loss of profit. Nothing in this clause limits liability for death or personal injury caused by negligence, or for fraud, or for any other liability which cannot lawfully be limited or excluded.

CWJ is not responsible for the acts, omissions, workmanship or solvency of contractors, sub-contractors or other consultants, for decisions made by a Local Authority, verifier or statutory body, or for matters outside CWJ's control. Any claim must be notified in writing within a reasonable time of the Client becoming aware of the matter giving rise to it, and in any event within the period allowed by the Prescription and Limitation (Scotland) Act 1973.

This clause reflects a common approach for practices of this size and should be reviewed and confirmed by a solicitor before these Terms are published or relied upon.

13. Copyright and Use of Documents

Copyright in all drawings, designs, specifications and other documents produced by CWJ remains the property of CWJ at all times. On payment in full of all fees due, the Client is granted a licence to use those documents for the purpose of constructing, using, maintaining, altering and extending the Project at the address stated in the Agreement only.

Documents may not be used for any other project or property, or reproduced, published or provided to a third party for a purpose other than construction of the Project, without CWJ's prior written consent. Drawings remain subject to revision and the Client should not proceed to construction on any drawing not marked as issued for that purpose.

14. Data Protection

CWJ processes personal data provided by the Client in order to perform the Services, administer the Agreement, and comply with legal obligations, in accordance with the UK GDPR and Data Protection Act 2018. Further information is available on request or via CWJ's website privacy notice.

15. Confidentiality

Each party will keep confidential any non-public information received from the other in connection with the Project, and will not disclose it except as required to perform the Services, to comply with the law, or to a professional adviser under a duty of confidentiality.

16. Health and Safety — CDM 2015 and Principal Designer

Where the Client is a “domestic client” for the purposes of the Construction (Design and Management) Regulations 2015 (CDM 2015), certain duties that would otherwise fall to the Client are, by default, passed to the contractor (where there is only one contractor) or the principal contractor (where there is more than one contractor), unless the Client and the principal contractor agree in writing that the client's duties are instead carried out by the principal designer.

Most projects undertaken by CWJ involve more than one designer, typically CWJ acting as architectural technician alongside an appointed structural engineer. Where this is the case, CWJ accepts appointment as Principal Designer for the pre-construction phase of the Project, and will plan, manage, monitor and coordinate health and safety matters relating to the design work during that phase, in accordance with CDM 2015.

CWJ's role as Principal Designer ends on issue of the Building Warrant, or, where no warrant is required, on completion of the design and application stage. CWJ does not act as Principal Contractor at any stage, and is not responsible for planning, managing or monitoring health and safety during the construction phase; this is the responsibility of the Client and the appointed contractor(s).

Where the Client wishes CWJ to continue in a Principal Designer capacity beyond issue of the Building Warrant and into the construction phase, this is not included in the Agreement and would be subject to a separate written agreement.

17. Termination

Either party may terminate the Agreement by giving not less than 14 days' written notice. CWJ may also terminate immediately, on written notice, if fees properly due remain unpaid more than 14 days after a request for payment, or if the Client fails to provide instructions or information necessary for CWJ to continue the Services within a reasonable time of being asked.

On termination, the Client remains liable for fees for Services properly carried out up to the date of termination, and for statutory fees or third-party outlays already incurred or committed. CWJ will provide the Client with copies of documents produced up to that date on payment of sums properly due, subject to Section 13 above.

18. Consumer Cancellation Rights

Where the Client is acting as a consumer and the Agreement is entered into at a distance (for example, by email) or away from CWJ's business premises, the Client has a statutory right to cancel the Agreement within 14 days of the date it is entered into, without giving any reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

To exercise the right to cancel, the Client must inform CWJ of the decision to cancel by a clear statement (for example, a letter sent by post or an email) using the contact details in Section 1 of the Agreement, or by using the model cancellation form at Annex A. If the Client wishes CWJ to begin work during the 14-day cancellation period, the Client must give express consent in the Agreement; in that case, if the Client later cancels, the Client will be required to pay for the Services properly carried out up to the point of cancellation, calculated as a proportion of the total fee due.

19. Complaints Procedure

If the Client is unhappy with any aspect of the Services, they should raise this in the first instance with the Director using the contact details in Section 1 of the Agreement. CWJ will acknowledge a written complaint within 5 working days and aim to provide a full response within 20 working days.

CWJ is not currently required to belong to a regulatory or professional complaints scheme, and is not currently signed up to an alternative dispute resolution (ADR) provider. If a complaint cannot be resolved directly, the Client may seek advice from Citizens Advice or Trading Standards Scotland, or pursue the matter through the Scottish courts.

20. Force Majeure

Neither party is liable for delay or failure to perform its obligations caused by circumstances beyond its reasonable control, including but not limited to industrial action, severe weather, statutory body delay, or failure of a third party on whom performance depends.

21. Assignment and Sub-Contracting

CWJ may engage sub-consultants or sub-contractors to perform part of the Services, and will remain responsible for the Services as a whole. Neither party may assign the Agreement without the other's prior written consent.

22. General

These Terms, together with the Agreement, constitute the entire agreement between the parties and supersede all prior discussions relating to the Project. No variation is effective

unless agreed in writing. If any provision of these Terms is found unenforceable, the remaining provisions continue in effect. Notices under the Agreement should be sent to the addresses stated in Section 1 of the Agreement.

The Agreement and these Terms are governed by Scots law, and the parties submit to the exclusive jurisdiction of the Scottish courts.

Annex A: Model Cancellation Form

(Complete and return this form only if you wish to cancel the Agreement.)

To: CWJ Design Services Ltd, Unit C, Block 10, Moorfield Industrial Estate, Kilmarnock, KA2 0BA. Email: design@cwjdesignservices.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] Agreement for the supply of the following service:

Description of Project / Services: _____

Agreement dated: _____

Name of Client(s): _____

Address of Client(s): _____

Signature of Client(s) (only if this form is given on paper):

Date: _____

[] Delete as appropriate.*