

Northpoint Architects

Terms and Conditions

Northpoint Architecture Ltd

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1.0 INTRODUCTION

These Terms & Conditions apply to professional services provided by Northpoint Architecture Ltd (“Northpoint”, “we”, “us” or “our”) where they are incorporated into a Letter of Appointment or other written agreement with the Client. The Letter of Appointment and agreed scope of services take precedence if there is any inconsistency with these Terms.

2.0 DEFINITIONS AND INTERPRETATION

“Client” means the person, company or organisation appointing us. “Project” means the project identified in the Letter of Appointment. “Services” means the services specifically identified in the Letter of Appointment. “Other Persons” means consultants, contractors, specialists, statutory bodies, authorities and other third parties involved in the Project.

A reference to writing includes email. These Terms and the Letter of Appointment form the agreement between the parties. The agreement is governed by the law of England and Wales, unless otherwise stated in the Letter of Appointment.

3.0 OUR SERVICES

We will perform the Services with reasonable skill, care and diligence consistent with the standards normally expected of an appropriately qualified architectural practice.

- Our appointment is limited to the Services expressly identified in the Letter of Appointment. We are not responsible for services, design or information outside that scope.
- Where we are appointed to act as Contract Administrator, we will exercise the independent and impartial judgement required by the building contract.
- Planning permission, Building Regulations approval, other third-party approvals, project cost, programme and the performance or solvency of contractors or other consultants cannot be guaranteed by us.

The contractor remains responsible for the proper execution and completion of the construction works, including compliance with its building contract. Our Services do not make us responsible for the contractor’s means, methods, sequencing, workmanship or site operations.

- Where we are appointed as Building Regulations Principal Designer, our duties are limited to the scope stated in the Letter of Appointment. Any CDM Principal Designer role is separate unless expressly included.
- Information prepared by others may be relied upon unless we have reasonable grounds to believe it is inaccurate or incomplete.

We may also reasonably rely on information supplied by the Client and other persons involved in the Project unless we have reasonable grounds to believe it is inaccurate or incomplete.

4.0 CLIENT RESPONSIBILITIES

The Client shall provide timely instructions, decisions, approvals and information reasonably required for us to perform the Services. The Client shall appoint and pay other consultants, contractors and specialists unless expressly included in our appointment.

The Client is responsible for the accuracy and completeness of information supplied to us and for confirming that the requirements of the Project have been properly communicated.

5.0 FEES, EXPENSES AND ADDITIONAL SERVICES

Fees are as stated in the Letter of Appointment and are exclusive of VAT unless stated otherwise. Fees for later stages may be confirmed or reviewed in accordance with the Letter of Appointment.

Where a fee is calculated by reference to construction cost, the fee will be adjusted where the approved construction cost, Client's brief, programme or scope of Services materially changes. A reduction in construction cost arising solely from market conditions will not automatically reduce the fee.

Additional services will be chargeable where the Services are changed, delayed, disrupted or extended, or where additional work is required as a result of:

- changes to the Client's brief, requirements or approved design;
- changes to statutory or regulatory requirements, procurement or programme;
- redesign, value engineering or changes required by the Client, contractor or other consultants;
- information, decisions or approvals being delayed or incomplete; or
- circumstances outside our reasonable control.

Unless otherwise agreed, additional services will be charged at an agreed hourly rate or fixed fee. We will advise the Client when we become aware that additional fees are likely and, where reasonably practicable, agree the basis of the additional fee before carrying out the additional work.

Reasonable expenses and third-party fees incurred on the Client's behalf will be reimbursed at cost unless otherwise stated.

6.0 INVOICING AND PAYMENT

We will issue invoices in accordance with the Letter of Appointment. Unless otherwise agreed, invoices are payable within 14 days of the invoice date.

The Client shall notify us promptly in writing of any genuinely disputed amount and the reasons for the dispute. Undisputed amounts remain payable when due.

We may charge interest on overdue sums at the rate permitted by applicable law or, for consumer Clients, at 5% per annum above the Bank of England base rate, subject to applicable law. We may suspend Services following reasonable written notice where sums properly due remain unpaid.

7.0 COPYRIGHT AND USE OF DOCUMENTS

Copyright in drawings, specifications, reports and other documents prepared by us remains with Northpoint unless otherwise agreed. Once all fees properly due have been paid, the Client is granted a non-exclusive licence to use those documents for the Project and its subsequent use, sale or maintenance.

Documents may not be reproduced or used for another project or materially altered without our written consent. CAD, BIM and other editable source files are not included unless expressly agreed.

Our documents may only be relied upon for the Project and purpose for which they were prepared and agreed. We accept no responsibility for use or reliance on them outside that purpose.

We may use photographs of the completed Project for our portfolio, website and professional promotion unless notified otherwise by the Client. We will not publish confidential information without consent.

The Client must not use our drawings, models, specifications, images or other design information as prompts, source material or inputs for artificial intelligence, generative design or other tools to create, reproduce, modify or develop alternative designs or visualisations without our prior written consent. Any such material does not form part of our Services and must not be represented as being prepared or approved by Northpoint.

8.0 LIABILITY AND INSURANCE

We maintain professional indemnity insurance of £5,000,000. Our liability for loss or damage arising from the Services shall not exceed £5,000,000 in aggregate in respect of any one claim or series of connected claims, except where a lower limit is expressly stated in the Letter of Appointment. Liability relating specifically to fire-safety services is limited to £1,000,000, subject always to the extent permitted by law.

Our professional indemnity insurance is maintained subject to its terms, conditions, exclusions and availability on commercially reasonable terms. The Client should ensure that appropriate contracts and insurance are maintained by other consultants, contractors and specialists involved in the Project.

Nothing in these Terms excludes or limits liability which cannot lawfully be excluded or limited, including liability for fraud or fraudulent misrepresentation, or death or personal injury caused by negligence.

No employee, director or consultant of Northpoint shall have personal liability to the Client for matters arising from the Services where the law permits such liability to be excluded.

9.0 SUSPENSION AND TERMINATION

Either party may suspend or terminate the Services by giving at least 7 days' written notice, stating the reason. We may suspend Services where fees properly due remain unpaid or where continued performance is materially affected by circumstances outside our reasonable control.

On suspension or termination, the Client shall pay all fees and expenses properly due for Services performed up to the date of suspension or termination, together with any reasonable costs arising from the suspension or termination.

10.0 COMPLAINTS AND DISPUTES

We ask that any complaint is raised promptly with the Director responsible for the Project. We will acknowledge the complaint and seek to resolve it fairly and promptly.

If a dispute cannot be resolved by negotiation, the parties may agree to mediation or another appropriate form of alternative dispute resolution. Nothing in these Terms prevents either party from pursuing a remedy available to it by law.

Where applicable, complaints about professional conduct may also be made through the relevant professional body's complaints procedure.

11.0 CONSUMER CANCELLATION RIGHTS

Where the Client is a consumer and the agreement is entered into as a distance or off-premises contract, the Client generally has a statutory right to cancel within 14 days of entering into the agreement.

If the Client expressly asks us to begin Services during the cancellation period, the Client may be required to pay for Services supplied up to the date of cancellation. Where the Services are fully performed during the cancellation period following the Client's express request and required acknowledgement, the statutory right to cancel may end.

Nothing in these Terms affects any mandatory consumer rights. Where required by law, we will provide the prescribed cancellation information and form.

12.0 DATA PROTECTION AND WEBSITE PRIVACY

We process personal information in accordance with applicable UK data protection law. Our Privacy Notice explains how we collect, use, retain and protect personal information and the rights available to individuals. It is available on our website and may be updated from time to time.

Website use may also be subject to our Cookie Policy and any other notices displayed on the website.

13.0 GENERAL

Neither party may assign the agreement without the prior written consent of the other, except where permitted by law or expressly agreed.

If any provision is found to be invalid or unenforceable, the remaining provisions will continue in effect.

A person who is not a party to the agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement, except where expressly agreed in writing.

A failure or delay in enforcing a right does not constitute a waiver of that right.

These Terms may be updated from time to time. The version incorporated into the relevant Letter of Appointment will apply to that appointment.

14.0 DOCUMENT CONTROL

Revision F – September 2026. This version is intended to replace the Revision E - January 2023 website Terms & Conditions.