

1 January 2026

Terms and conditions

Halecyon Architecture & Design

1. These terms

- **1.1** Our Written Proposal and these Conditions are the terms and conditions on which we provide our Services to you. They set out how we will provide the Services, the fees we will charge, how you or we may end the Contract, and other important information. Please read the Written Proposal and these Conditions carefully and speak to the person handling your work if you have any questions or if anything is unclear.
- **1.2** In some areas, you will have different rights under these Conditions if you are a business or a consumer. You are a consumer if you are an individual procuring our services for your personal use and not in connection with any trade, business, or profession.

2. Information about us and how to contact us

- **2.1 Who we are.** Halecyon Architecture & Design is the trading name of Alessio Lorenzetto, with principal place of business at 124 City Road, EC1V 2NX, London.
- **2.2 How to contact us.** You can contact us by telephone at +44 744 819 0044 or by email at office@halecyon.com.
- **2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- **2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these Conditions, this includes emails.

3. Interpretation The following definitions apply in these Conditions:

- **Client:** The person(s), firm, or company who purchases Services from us.
- **Conditions:** These terms and conditions.
- **Contract:** The contract between Halecyon Architecture & Design and the Client for the supply of the Services, comprising the Written Proposal and these Conditions.
- **Fees:** The fees payable by the Client for the provision of the Services in accordance with clause 9.

- **Intellectual Property Rights:** Copyright and related rights, moral rights, rights in designs, rights to use and protect the confidentiality of confidential information, and all other intellectual property rights (whether registered or unregistered, including all applications, renewals, extensions, and similar forms of protection worldwide).
- **Project:** The Client's project for which Halecyon Architecture & Design is to provide the Services as specified in the Written Proposal.
- **Services:** The architectural, planning, project coordination, contract administration, or other services to be performed by Halecyon Architecture & Design as specified in the Written Proposal or otherwise agreed in writing from time to time.

4. Basis of contract

- **4.1** The Client shall confirm acceptance of the Written Proposal in writing (subject to these Conditions) or otherwise provide Halecyon Architecture & Design with written authority to proceed.
- **4.2** If the Client does not provide written authority to proceed but Halecyon Architecture & Design continues to provide the Services, the Client will be deemed to have accepted the Written Proposal and these Conditions. Payment of the first invoice for the Project also constitutes full acceptance of these Conditions and the Written Proposal.

5. Supply of Services and Halecyon Architecture & Design's obligations

Halecyon Architecture & Design shall:

- **5.1** Provide the Services and perform its obligations under the Contract using reasonable care and skill in accordance with the normal standards of the architectural profession.
- **5.2** Keep the Client informed of progress in performing the Services and of any issues that may affect the programme.
- **5.3** Supply the Services in accordance with the Written Proposal in all material respects and use reasonable endeavours to meet any performance dates specified in the Written Proposal (noting that any such dates are estimates only and time shall not be of the essence for performance).
- **5.4** Co-operate and collaborate with other contractors and consultants appointed by the Client in connection with the Project, including sharing designs and relevant information.
- **5.5** Notify the Client if it becomes necessary to amend the Services or approved design to comply with applicable laws or regulatory requirements.

6. Client's obligations

- **6.1** The Client shall:
 - **6.1.1** Ensure that the terms of the Written Proposal are complete, accurate, and meet all Project requirements.
 - **6.1.2** Co-operate with Halecyon Architecture & Design in all matters relating to the Services.
 - **6.1.3** Provide Halecyon Architecture & Design with all necessary information, access, and instructions reasonably required to perform the Services, ensuring all information is complete and accurate in all material respects (which Halecyon Architecture & Design is entitled to rely upon).
 - **6.1.4** Appoint, instruct, and pay all other contractors and consultants directly as required for the Project, requiring them to co-operate with Halecyon Architecture & Design. Halecyon Architecture & Design makes no warranty as to their competence, performance, work, or solvency, and the Client holds these third parties (not Halecyon Architecture & Design) strictly responsible for construction and or services work.
 - **6.1.5** Provide contact details for an authorised representative with full authority to give instructions if the Client is a company or corporate entity.
- **6.2** Halecyon Architecture & Design shall not be liable for any delays to the Services or Project caused by the Client's failure to comply with these obligations.

7. Construction (Design & Management) Regulations 2015

- **7.1** The Construction (Design & Management) Regulations 2015 (CDM Regulations) set out key health and safety obligations for construction projects that apply to both business and consumer clients.
- **7.2** Under the CDM Regulations, the Client must make suitable management arrangements for the project, including appointing a principal designer during the pre-construction phase.
- **7.3** Assuming the role of Principal Designer or any other statutory role under the CDM Regulations is excluded from the Services. The Client remains solely responsible for complying with all CDM Regulations duties.
- **7.4** The Client shall formally appoint a competent Principal Designer and Principal Contractor in writing as required by law. The appointed Principal Contractor shall be solely responsible for site health and safety, site supervision, construction methods, and (where applicable) fulfilling all statutory obligations under the CDM Regulations for the duration of the construction works

8. Planning permission and other applications for consent

- **8.1** Halecyon Architecture & Design will make no enquiries into restrictive covenants, easements, rights of way, legal burdens affecting the property, or Party Wall Act 1996 requirements. The Client must make its own enquiries regarding these matters.
- **8.2** The Client shall instruct all required applications for consent under planning legislation, building regulations, and other statutory requirements, and shall directly pay all statutory charges, fees, expenses, and disbursements.
- **8.3** Halecyon Architecture & Design does not guarantee that third-party approvals or planning permissions will be granted or achieved within specific timescales. We reserve the right to charge additional fees for redrawing or amending proposals if significant design changes are required or if re-applications are submitted.
- **8.4** If the Client wishes to appeal a planning decision, the Client must independently appoint a specialist third-party appeal consultant.

9. Payment of Fees, expenses and disbursements

- **9.1** Fees for the Services shall be calculated as set out in clause 9 and specified in the Written Proposal.
- **9.2** Unless stated otherwise in the Written Proposal, Halecyon Architecture & Design shall invoice the Client fortnightly in arrears.
- **9.3** Hourly fee rates are calculated based on time spent and staff status, as set out in the Written Proposal and available on request.
- **9.4** Revised rates will be notified in advance and are unlikely to change within one year from the Project start date.
- **9.5** Fees calculated as a percentage of Project costs are based on total Project cost (or current estimates when a total Project cost cannot be calculated precisely). Fees will adjust up or down if the scope of work varies. Final Fees will be updated once actual total costs are determined, and no unauthorised deductions may be made.
- **9.6** Lump-sum or stage-based payment arrangements will be detailed directly in the Written Proposal.
- **9.7** Fee adjustments or additional hourly charges may apply if the scope changes, if Halecyon Architecture & Design is requested to do more design work during the project, provided information is incorrect, or the Project becomes protracted or more complex than originally envisaged. Halecyon Architecture & Design will inform the Client as soon as higher fees are anticipated.
- **9.8** The Client shall reimburse all reasonable out-of-pocket expenses incurred (e.g., printing, Ordinance Survey data, JCT Contracts, third-party services). Travel to site is usually considered included within reason. Expenses will be notified to the Client in advance.
- **9.9** Invoices are due for payment within 7 days of the invoice date unless stated otherwise on the invoice.

- **9.10** Overdue payments will incur statutory interest at 5% per year above the Bank of England base rate, calculated daily from the due date until paid, alongside any debt recovery costs incurred.
- **9.11** All payments due shall be paid in full without set-off, counterclaim, deduction, or withholding.

10. Intellectual Property Rights and use of drawings and documents

- **10.1** Halecyon Architecture & Design retains full ownership of all Intellectual Property Rights in all work produced (including electronic files) and asserts its moral rights to be identified as the author.
- **10.2** The Client is granted a licence to copy and use the work solely for receiving the Services and for the specific Project. Drawings and documents may not be used for extensions, reproduction, or other projects without prior written consent and payment of a licence fee.
- **10.3** The licence cannot be sub-licensed or transferred without prior written consent. Where drawings or documents are used or relied upon by any third party (whether with or without our written consent), that third party shall be responsible for verifying the accuracy of all dimensions, site details, and specifications. Halecyon Architecture & Design accepts no liability or responsibility whatsoever for any errors, omissions, or inaccuracies in such documents when used by third parties.
- **10.4** If the Client defaults on fee payments, the licence ceases automatically until all outstanding amounts are paid in full.

11. Data protection

- **11.1** Halecyon Architecture & Design processes personal information to deliver the Services, fulfill Client instructions, and comply with legal obligations.

12. Limitation of liability

- **12.1** The Client agrees not to bring any personal claims against individual employees or directors of Halecyon Architecture & Design for losses arising from the Services.
- **12.2** Halecyon Architecture & Design shall not be liable for any loss of profit or any indirect or consequential loss.
- **12.3** Total aggregate liability under or in connection with the Contract shall be limited to £500,000 or the total Fees paid by the Client under the Contract, whichever is lower.
- **12.4** Services are strictly limited to architectural design, project coordination, and contract administration as defined in the Written Proposal. Halecyon Architecture &

Design does not act as Principal Designer, Principal Contractor, or site supervisor under CDM 2015 or Building Regulations.

- **12.5** Halecyon Architecture & Design assumes no responsibility for site safety, site supervision, or construction methods.
- **12.6** Clause 12 shall survive termination of the Contract.

13. Consumer client's right to cancel

- **13.1** Consumer clients entering the Contract have the right to cancel within 14 days under the Consumer Contracts Regulations 2013 by emailing written notice to Halecyon Architecture & Design.
- **13.2** If Services were performed prior to cancellation at the Client's request, Halecyon Architecture & Design is entitled to payment for fees and expenses properly incurred up to receipt of notice.

14. Termination

- **14.1** Either party may terminate or suspend the Contract by providing 7 days' written notice stating reasons.
- **14.2** Halecyon Architecture & Design may terminate immediately upon written notice if the Client fails to pay on time, commits a material breach within 7 days of notice, enters insolvency, or becomes subject to bankruptcy proceedings.
- **14.3** Halecyon Architecture & Design may suspend Services if payments are overdue, a breach occurs, or performance is prevented by events beyond reasonable control.

15. Consequences of termination

- **15.1** Upon termination, the Client shall immediately pay all unpaid invoices, interest, and costs, plus an invoice for any unbilled work performed to date.
- **15.2** Copies of completed drawings and documents will be delivered upon demand, subject to payment of all outstanding fees and the terms of the intellectual property licence.

16. Photography and publicity

- **16.1** Halecyon Architecture & Design reserves the right to publish project photographs and images on its website, social media, and marketing materials. The Client shall grant reasonable site access for photography after practical completion.

17. General

- **17.1** Neither party is liable for failure or delay caused by events beyond its reasonable control.
- **17.2 Confidentiality:**
 - **17.2.1** Neither party shall disclose confidential project or business information except as permitted under 17.2.2.
 - **17.2.2** Confidential information may be shared with employees, professional advisers, insurers, or as required by law or regulatory bodies.
 - **17.2.3** Confidential information shall not be used for purposes other than fulfilling Contract obligations.
- **17.3** For business clients, this Contract forms the entire agreement and supersedes all prior oral or written representations or agreements.
- **17.4** Variations to the Contract must be made in writing and signed by authorised representatives of both parties.
- **17.5** If any provision is deemed unenforceable, it shall be modified to the minimum extent necessary to make it valid, or deleted without affecting the remaining Contract terms.
- **17.6** The Contract is governed by the laws of England and Wales, and both parties submit to the exclusive jurisdiction of the courts of England and Wales.