

Terms and conditions

Halecyon Architecture

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 is the trading name of **AREO LIMITED**, a company registered in England and Wales under company registration number **17509902**, whose registered office is at **869 High Road, London, N12 8QA**.
- **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 Professional Indemnity Insurance.** In accordance with statutory requirements, our Professional Indemnity Insurance cover is provided by **Hiscox Insurance Company Ltd**, with territorial coverage extending to the United Kingdom.
- **2.4 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.
- **2.5 "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 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.
- **Halecyon Architecture (or "we", "us", "our"):** Refers to AREO LIMITED (trading as Halecyon Architecture).
- **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 is to provide the Services as specified in the Written Proposal.
- **Services:** The architectural design, project coordination, or other services to be performed by Halecyon Architecture 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 with written authority to proceed.
- **4.2** If the Client does not provide written authority to proceed but Halecyon Architecture 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 Our Obligations

Halecyon Architecture 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 in all matters relating to the Services.
 - **6.1.3** Provide Halecyon Architecture 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 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. Halecyon Architecture makes no warranty as to their competence, performance, work, or solvency, and the Client holds these third parties (not Halecyon Architecture) 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 shall not be liable for any delays to the Services or Project caused by the Client's failure to comply with these obligations.

7. Health & Safety, Building Regulations and Statutory Dutyholder Roles

- **7.1** The Construction (Design & Management) Regulations 2015 (CDM 2015) and Part 2A of the Building Regulations 2010 (as amended) set out statutory duties for dutyholders on construction projects.
- **7.2 Exclusion of Dutyholder Roles:** Halecyon Architecture does **not** act as the CDM Principal Designer under CDM 2015, nor as the Building Regulations Principal Designer (BRPD) under the Building Regulations, nor as Principal Contractor or site supervisor.
- **7.3** Assuming the role of Principal Designer, Building Regulations Principal Designer, or any other statutory dutyholder role is strictly excluded from the scope of the Services. The Client remains solely responsible for ensuring that suitable, competent statutory dutyholders (including Principal Designer and Principal Contractor) are formally appointed in writing as required by law.
- **7.4** The appointed Principal Contractor shall be solely responsible for site health and safety, site supervision, construction methods, and fulfilling all statutory site safety obligations for the duration of the works.

8. Planning Permission and Other Applications for Consent

- **8.1** Halecyon Architecture 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 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 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 is requested to do more work during the project, provided information is incorrect, or the Project becomes protracted or more complex than originally envisaged. Halecyon Architecture 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, Ordnance 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 Interest:**
 - **9.10.1 Business Clients:** Overdue payments shall accrue interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at the statutory rate of 8% per annum above the Bank of England base rate, together with statutory compensation costs, calculated daily from the due date until full payment.

- **9.10.2 Consumer Clients:** Overdue payments shall incur interest at 4% per annum above the Bank of England base rate, calculated daily from the due date until paid, alongside reasonable 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 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** Upon payment of all relevant Fees, 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 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 shall automatically be suspended until all outstanding fees and accrued interest are paid in full, upon which the licence shall automatically reinstate.

11. Data Protection

- **11.1** Halecyon Architecture processes personal data in accordance with applicable UK data privacy laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal information is collected and processed solely to deliver the Services, fulfill instructions, manage account administration, and satisfy statutory legal obligations. Personal data will not be sold or shared with third parties for marketing purposes.

12. Limitation of Liability

- **12.1 Personal Liability:** The Client agrees not to bring any personal legal claims against individual directors, employees, or officers of Halecyon Architecture for losses or damages arising in connection with the Services.
- **12.2 Exclusions:** Halecyon Architecture shall not be liable to the Client for any loss of profit, loss of business, loss of opportunity, or any indirect or consequential losses.
- **12.3 Financial Cap on Liability:**
 - **12.3.1 Business Clients:** The aggregate liability of Halecyon Architecture under or in connection with the Contract (whether in contract, tort including negligence, breach of statutory duty, or otherwise) shall be limited to the total Fees paid by the Client under the Contract, or £250,000, whichever is lower.
 - **12.3.2 Consumer Clients:** The liability of Halecyon Architecture shall be limited to direct and foreseeable losses resulting from our breach, up to a maximum aggregate liability equal to the total Fees paid by the Client for the Services under the Contract.
 - **12.3.3 Absolute Cap:** Notwithstanding any other provision, the total aggregate liability of Halecyon Architecture to any Client shall never exceed the maximum amount recovered by Halecyon Architecture under its Professional Indemnity Insurance policy in respect of the claim in question.
- **12.4 Statutory Liability:** Nothing in these Conditions limits or excludes liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by English law.
- **12.5 Scope Limitations:** Services are strictly limited to architectural design and project coordination as defined in the Written Proposal. Halecyon Architecture does not act as Principal Designer or Principal Contractor under CDM 2015 or Building Regulations and 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 (Information, Cancellation and Additional Charges) Regulations 2013 by emailing written notice to Halecyon Architecture (office@halecyon.com).
- **13.2** If Services were performed prior to cancellation at the Client's request, Halecyon Architecture 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 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 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 under clause 10.

16. Photography and Publicity

- **16.1** Halecyon Architecture 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 Entire Agreement:** For business clients, this Contract forms the entire agreement and supersedes all prior oral or written representations or agreements.
- **17.4 Variations:** Variations to the Contract must be made in writing and signed by authorised representatives of both parties.
- **17.5 Severability:** 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 Governing Law and Jurisdiction:** 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.