

Terms & Condition's

The business relationship between the interior architect and the client are subject exclusively to the following terms and conditions

1. The interior architects' mission:

- a. The interior architect is the clients' artistic advisor, working in his interests. The interior architect is responsible for the design of the project and for checking its execution. The interior architect is not liable for the work of the contractor, including improper execution and non-respect of deadlines
- b. The interior architects mission usually includes the following duties:
Creation of the first draft and provisional cost estimation of the works; Working together during tender procedure until final draft; Creating the construction documents, including plans, work descriptions, quantity survey and estimation; Advising the client on the choice of the general contractor; Surveying work on site; Verification of documents (construction progress report, construction accounts, invoices, etc.); Assisting the client with the provisional and final work reception; Advice on the choice of furniture, colours, draperies and other decorative elements.
- c. Coordination of tradesmen
In case of working with a general contractor, the coordination of the different tradesmen is the contractors' responsibility. In the event of working with separate tradesmen, their coordination lies within the clients' responsibility. The client can hand over this responsibility to the interior architect, for an additional fee or to a third party.
- d. Any involvement of third parties in the project will be by mutual agreement only, with remuneration in the charge of the client. The client agrees to take responsibility for the work of any third parties.
- c. Coordination of health and safety protection on the construction site are not included in this contract.

2. Responsibilities and insurance:

- a. On demand the interior architect provides proof of his assurance covering personal liability
- b. The client agrees that the interior architect may not be held liable for any errors, delays and mistakes made by other tradesmen or third parties hired during the project. The interior architect may not be held responsible for any defects in design or manufacture of materials. The interior architect is not responsible for any third parties involved in the project and may not be held liable for any financial penalties incurred by the client
- c. The client will take out insurance on the building (fire, water damage, theft on materials and goods, physical damage to visitors).
- d. In the cases of an work accident, the constructor and his successors renounce any right, to take legal action against the client, the architect, the engineer, the security coordinator, save in case of wilful misconduct. This clause is a stipulation for others; accordingly the contractor shall insert this clause into his contracts for his sub-contractors and his insurance policy for work accidents.

3. Obligations of the client:

- a. The client is committed to support the interior architect by providing necessary information in a timely manner.
- b. The client is committed to provide timely funding, when necessary to comply with this convention and the builders' contract.
- c. All documents necessary for the design and organization of the work, and more specifically the building permit and its annexes, will be transmitted to the interior architect as they are received by the client.
- d. The client agrees to sign and file all necessary applications for the approvals related to the project and to react, where appropriate, with appeals against the authorities or third parties.
- e. The client chooses the contractor. He has to ensure that the selected contractor, provides him with his anticipated registration, or his registration of a possible involvement, and that he has all the necessary guarantees of competence, solvency and professional indemnity assurance. The breach of these obligations may result in increased expenses from the interior architect as chief control of the execution work.

4. Execution control:

- a. The interior architect or a suitably qualified third party will visit the building site on a regular basis, to be agreed with the client, in order to check upon the on-going works.
- b. The client agrees to not give direct orders to the contractors.

5. Acceptance of work and maintenance:

- a. The building is subject to a provisional work approval when the project as a whole is completed. The provisional work acceptance involves the clients' approval of the works. The client must report hidden defects within 12 months. The provisional acceptance terminates the obligations of the interior architect.
- b. The provisional work acceptance is documented by a written report, to be signed by all parties. Nevertheless, the payment of the contractors' balance, occupying the building or taking it into possession without any reservation, equivalent to the provisional acceptance of the work, is at the clients' own risk. The client forwards the minutes of the provisional work reception to all absent parties by registered mail for them to countersign.
- c. One year after the provisional acceptance, the final acceptance of the work is understood to have been obtained.

5. Fees /Payment

- a. The fee of the interior architect is defined after the interior architects provided offer. Prices are excluding VAT.
- b. Payment due after 10 workdays. Payment times are defined in the interior architects offer.
- c. The fees will generate interest at current rates from the thirtieth day following the date of the statement, by expiry of the term without any further notice. After that period and after formal notice, the interior architect may suspend his services to the extent that this suspension does not involve any harmful consequence for the building.

6. Copyright

- a. The interior architect retains in any case all copyrights, including full intellectual property of her studies and plans with exclusive rights to reproduce them and the executed work in all forms and in any manner whatsoever. The interior architect is authorized to take or let take pictures or film material of the project, from the outside as well as from the inside of the building.

7. Termination

- a. The client can, at any time cancel the present contract, at his charge, by settling the fees for the services that have been performed so far plus an allowance, equivalent to 25% of fees concerning services not performed by the day of the termination of the contract.
- b. It is expressly agreed that both parties may cancel any obligation towards each other, without compensation, before the agreement of the first draft. In this case the client is charged for the duties performed by the interior architect so far, and agrees to respect the copyrights of the interior architect.
- c. If it is made impossible for the interior architect to complete her mission, for any reasons that are out of his control, she shall be entitled to the fees related to services performed.
- d. If the interior architect renounces, without valid reason, her mission which she has accepted, she will only be entitled to fees related to services performed. The interior architect will, without any extra payment provide help to find a replacement, in order to make sure the works are completed.