

Standard Terms & Conditions of Design

1. DESIGN SERVICE

1.1 **Scope of Works**

Kingspan Steel Building Solutions will agree with the client a scope of works at the beginning of a project, the client is entirely responsible for confirming the required extent of the works. The client may choose from two levels of design service as detailed in 1.3 and 1.4 below. Changes to the agreed Scope of Works will be deemed as variations and subject to charges as outlined in 5.0 Variations & Change Control. The measure for Design service, Lump sums and budget prices for the supply of materials will be based on the Gross SFS wall area in m².

1.2 **Minimum Charge**

A minimum charge of £1,500 is applicable to all design work undertaken on behalf of the client by Kingspan Steel Building Solutions.

1.3 **Level of Service; Design Proposal Service**

Kingspan Steel Building Solutions will provide a proposal design as outlined in their brochure "Kingframe SFS – Steel Framing Systems Design Guide - Service & Support" - a copy of which will be made available upon request.

1.4 **Level of Service; Full Design Service**

Kingspan Steel Building Solutions will provide a full design service as outlined in their brochure "Kingframe SFS – Steel Framing Systems Design Guide - Service & Support" (excluding horizontal setting out – please refer to Architects plans) - a copy of which will be made available upon request.

1.5 **Payment for Design Services**

Our invoice for design works is issued upon issue of Kingspan's "design approval" plans, at this point our works are deemed as complete with the exception of potential comments provided by other consultants. Accordingly we are entitled to and will apply for payment and payment should not be withheld due to approval not being provided, comments not being issued or design not being accepted or signed off by others as these elements are outside our control

2. CONDITIONS OF DESIGN

2.1 **Required Information**

Kingspan Steel Building Solutions will commence design works upon receipt of the following required information;

- A Architects Drawings in DWG format or IFC
- B Structural Engineers Drawings in DWG format or IFC
- C Movement & Tolerance Report
- D Wind Loading to BS6399 or BSEN1991-1-4
- E Door & Window Schedule
- F Build Programme
- G Architect Approval Procedure
- H A Purchase order or Instruction for the level of design service required

2.2 **Conditions of Design**

Kingspan Steel Building Solutions will undertake detailed design of the scope of works as agreed with the client once we are in full receipt of the Required Information and all conditions met. Additional design work deemed to be outside the agreed scope of work will be subject to Change Control charges. Our subsidised design costs are offered on the basis that material purchases are placed with Kingspan for all areas designed. We reserve the right to invoice our full design costs, based on the rates detailed below, against areas designed which Kingspan do not receive the required material purchases against. Orders placed for materials against indicative design, proposals or approval issue plans are placed entirely at the risk of the Purchaser.

2.3 **Design Deliverables**

Kingspan Steel Building Solutions will submit a Design Deliverables Schedule to the client for their comment and approval. This schedule of dates is subject to change by Kingspan should any of the following occur;

- A Build Programme changes by others.
- B Information subject to an outstanding RFI unavailable or not forthcoming for reasons outside of the control of Kingspan Steel Building Solutions.

3. SURVEY

3.1 Commission

Kingspan Steel Building Solutions provide drawings and structural calculations based upon Architects dimensions and do not provide Survey services.

4. STRUCTURAL ENGINEERING & CALCULATION

4.1 General Structural Calculations

It is understood that Kingspan Steel Building Solutions will submit detailed structural calculations that substantiate their design on the following criteria;

- A Performance of Kingspan Steel Building Solutions SFS System under wind load
- B Performance of Kingspan Steel Building Solutions SFS System under loads imposed by finishes
- C Performance of Kingspan Steel Building Solutions SFS System under loads imposed by glazing
- D Performance and specification of typical or common fixings

As part of the full "Detail Design Service" only, Kingspan Steel Building Solutions will undertake calculations for the following supplied items as required to reinforce the Kingspan Steel Building Solutions SFS System under special load conditions;

- A Performance and design of supporting or reinforcing bracketry
- B Performance and specification of specialist fixings

4.2 Special Structural Calculations

Kingspan Steel Building Solutions may carry out special calculations on behalf of the client at the discretion of the Director in charge. Such work will be carried out under the same criteria as General Structural Calculations and may be subject to Change Control fees. Agreement on charges should be reached prior to commencement.

5. VARIATIONS & CHANGE CONTROL

5.1 Rates of Change Control

Works undertaken on behalf of the client that are deemed to be outside of the agreed scope of works will be subject to charges raised under a Change Control as below;

Design	-	£45 per hour
Management	-	£55 per hour
Engineering	-	£80 per hour
Administration Charges	-	Dependant on the nature and extent of the variation

All charges current at the time of publication. Kingspan Steel Building Solutions reserve the right to change these charges and will notify the client of any changes before commencing work.

5.2 Conditions of Change Control

Change Control works undertaken by Kingspan Steel Building Solutions are separate from previously agreed works and are subject to separate agreement for both schedule and cost. All works quoted for are to be approved by the client prior to commencement of works. Receipt of a signed Change Control Form is acknowledged as acceptance of the charges quoted by the client. The client may refuse the Change Control by returning the form unsigned or with other written communication to this effect. Further information on the management of Change Control and the charges incurred is available from Kingspan Steel Building Solutions upon request.

6. DESIGN LIABILITY & PROFESSIONAL INDEMNITY

6.1 Design Liability

Kingspan Steel Building Solutions accept design liability for their work only when all terms and conditions have been met including account payment. This liability extends only to the design work only and not to the scope measures, installation, or quality of craftsmanship on site. Kingspan Steel Building Solutions may undertake inspection visits to sites to assess and audit installation, the findings of which must be accepted by the client and any remedial works undertaken by the client and submitted for final inspection.

6.2 Collateral Warranty

Kingspan Steel Building Solutions can enter into a Collateral Warranty agreement for their design, subject to receipt of full trading account payment/settlement, specific agreement of wording, insurance requirements in line with current policies and separate charges, however this does not extend to the provision of a Collateral Warranty for installation, though Kingspan Steel Building Solutions may enter into a separate agreement to inspect and audit the installation on behalf of the client. Acceptance of this work is subject to separate terms and conditions and to separate charges.

6.3 Professional Indemnity

Kingspan Steel Building Solutions can provide Professional Indemnity insurance against their design in line with current policy levels, £2,000,000 in the annual aggregate, on request subject to specific agreement and charges.