

## Standard Terms of Business

### 1. Scope of Business

1.1. Charles Tallack Engineering Consultancy is wholly owned and managed by Charles Tallack, and incorporates the practice formerly known as Allan Baldry and Associates. In this document “the practice”, “we” or “us” refers to Charles Tallack Engineering Consultancy and its employees or associates. “The engineer” refers to the employee or associate of the practice assigned to the project in question.

1.2. We provide the following services:-

- Analysis and design of buildings and structures and their foundations in masonry, concrete, timber, and steel to the requirements of British Standards, the Building Regulations and NHBC guidelines;
- Investigation and reporting on buildings, structures and ground conditions;
- Provision of construction notes and detail sketches, civil and structural engineering advice, layout drawings to illustrate the above and reinforcement schedules for concrete work.

1.3. We do not currently provide:-

- Architectural design and draughting, design of non-structural building elements such as insulation, drainage, heating etc;
- Geotechnical surveying, soil testing or pile design. We will, however, engage specialists to carry out this work as required in connection with our projects;
- Valuations, construction cost estimates or financial judgements, except strictly within the terms of engineering design;
- Project management, quantity surveying or site supervision, other than in the role of consulting engineer, concerned with matters of structural engineering only.

### 2. Design

2.1. We define design as the analysis of loads on the building or structure and the selection of load-bearing elements to safely handle those loads, as directed by the relevant British Standards, Building Regulations or NHBC guidelines.

2.2. The suitability of the structural elements and their connections with other elements will be proved by calculation, and sketches will be provided to illustrate their arrangement and construction.

### 3. Reports

3.1. In order to investigate existing structural problems and propose remedial measures, we will carry out site inspections and provide reports.

3.2. We aim to focus on the causal factors as clearly and specifically as possible, using our experience and judgement as engineers.

3.3. In many cases, we will provide a “mini-report”, often in the form of a letter, to deal with a specific issue at a moderate cost.

3.4. In other cases, there may be no one clear factor that causes the observed symptoms, in which case we will make note of this and advise on any additional monitoring or specialist investigation required.

### 4. Supervision of Construction

- 4.1. Our design service is intended to provide sufficient information for a competent managing architect and contractor to undertake the construction of the relevant structural elements satisfactorily.
- 4.2. Unless specifically stated in our proposal, requests to supervise construction or carry out "ad-hoc" site visits or attend meetings will be subject to additional charges at our hourly rate.
- 4.3. We do however undertake to address queries related to the work that we have provided, in order to explain, clarify or correct our work, for no additional charge (see "queries" below).

### 5. Fee Proposals & Acceptance

- 5.1. Before commencing work on a project, we aim to provide a written proposal containing an estimate of our fees for the work requested, and secure the client's written acceptance of this proposal.
- 5.2. We prefer the proposal to be addressed and accepted directly by the client, who in most cases is the owner of the building or land which is to be developed. If the client's agent makes an instruction on behalf of the client, the agent is responsible for payment of any fees due.
- 5.3. The proposal will be based:-
  - either on the design of structural elements as required to satisfy the Local Authority's Building Control Service (in which case we will identify in our proposal those that we are undertaking to design);
  - or a specific number of features as requested by the client or his agent (for example the client's architect or builder).
- 5.4. If the client has instructed us to carry out the work without requesting a written proposal, the fee will be based on the number of hours or engineer's or technician's time spent on the project multiplied by our hourly charge-out rate. The client will be deemed to have accepted this fee and to have undertaken to pay for the service provided.
- 5.5. Where other specialist contractors are engaged in connection with the project under our instruction, for example soil testing or borehole investigation, we will request the contractor to provide a quotation and invoice the client directly.
- 5.6. Alternatively, we will engage the contractor ourselves and include the cost of their services in our fee. In this case we will notify the client of our intention to do this.

### 6. Variations to Specification

- 6.1. If the client or his agent requests a variation to the specification on which the original proposal or design brief was based, which necessitates additional engineering involvement to complete the design or to secure regulatory approval, then the practice reserves the right to make additional charges for this work.
- 6.2. The client, architect, contractor or any party involved in the project has a duty to inform the engineer promptly and clearly of any variation which may materially affect the design of the structure or its construction or performance in service.

- 6.3. Charles Tallack Engineering Consultancy will not accept any liability for damages or loss arising from cases where variations to the specification or design or unforeseen circumstances in the site conditions or in the construction of the building or structure have not been notified to the engineer promptly and clearly.
  - 6.4. In dealing with additional work on a project, we will aim to perform the work as promptly and economically as possible.
  - 6.5. We will endeavour to make the client aware of the requirement for this additional work, and if requested to do so we will provide an estimate of the additional fees, or a revised proposal before commencing.
  - 6.6. If work that was carried out is made obsolete or no longer relevant as a result of the change in specification, the client is still liable to pay for the work carried out.
7. Unforeseen Circumstances and Additional Work
- 7.1. It is not uncommon for unforeseen circumstances to arise which will require engineering input additional to that covered by the fee estimate. We aim to anticipate these as much as possible using our experience and judgement, but it is not possible in every case.
  - 7.2. The client, architect, contractor or any party involved in the project has a duty to inform the engineer promptly and clearly of any circumstance which may materially affect the design of the structure or its construction or performance in service.
  - 7.3. Similarly, in the case of a proposal based on specific features, if the Local Authority, client or his agent requests that additional features are considered, these will be subject to additional fees proportionate to the work required.
  - 7.4. In dealing with additional work on a project, we will aim to perform the work as promptly and economically as possible. The treatment of this additional work will be similar to that for variations, as above.
8. Queries, LA Queries, Correspondence etc.
- 8.1. The fees charged by the practice cover the design and investigation work stated above, include the necessary administration of documents, and addressing of queries related to the work carried out.
  - 8.2. We will deal with queries and requests for information from regulatory authorities, such as the Building Control Service, or their appointed engineers, plus parties to the project such as architects, contractors or contract managers, in connection with the work we have provided, within the scope of our proposal and the agreed fee.
  - 8.3. Where such queries give rise to additional work to justify, clarify or correct the work provided by the practice, this will be carried out at the practice's expense. In all other cases, it will be treated as a variation to the specification, as described above.
9. Copyright
- 9.1. All documents, notes, drawings and calculations provided by the practice remain the property of Charles Tallack Engineering Consultancy, and may not be used, copied, disseminated or assigned without written permission.
  - 9.2. The information provided is authorised for use only on the specific building or structure identified on the project information, and may not be used for another project without written permission.

## 10. Insurance

- 10.1. Charles Tallack Engineering Consultancy carries Professional Indemnity Insurance, which covers loss or damage arising from the actions or omissions of the practice, its employees and associates.
- 10.2. The details of the policy are available on request.
- 10.3. In addition, the practice carries Public Liability and Employer's Liability Insurance.

## 11. Payment terms

- 11.1. Payment will be requested by invoice, due for settlement in full within twenty-eight days of the invoice date. Cheques are to be made payable to Charles Tallack.
- 11.2. Interim invoices may be issued, if circumstances dictate that the project is carried out in stages or cannot be completed promptly due to factors outside the control of the practice.
- 11.3. The services provided by the practice are liable for VAT at the standard rate.
- 11.4. If there are queries or problems with the service provided, please contact the practice at the earliest opportunity, to enable us to address the issue promptly. Do not wait until the invoice is overdue for payment!
- 11.5. In the event of late payment or default, we reserve the right to employ a debt-collection agency to recover the amount due. We also reserve the right to withdraw any submissions for Building Regulations approval made by us or using our information, thus rendering the application for approval invalid.

## 12. Complaints and Grievances

- 12.1. If you have a complaint or grievance against the practice or its employees or relating to the work provided, please notify us as soon as possible.
- 12.2. We aim to address any complaints promptly, fully and satisfactorily. In order to do this, we will require complete and clear information about the nature of the problem, and the opportunity to make visits, inspections and receive information from other parties.
- 12.3. In the event of a claim being made against our Professional Indemnity Insurance, our insurers will also require access to all relevant information and evidence in order to address the claim.

## 13. Contact Details

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