



BetterPAD
ARCHITECTS

Better living starts with a BetterPAD

TERMS OF SERVICE

Director: Paul Duffy **ARB:** 0857621 **RIBA:** 20037359 **Company No:** 11087134

Paul Duffy is the Director of BetterPAD LTD, is registered with the Architects Registration Board (ARB) and is RIBA Chartered. BetterPAD is subject to the ARB Code of Conduct and the RIBA Code of Professional Conduct, copies of which are available on request.

The instructions you give us create a contract between you and BetterPAD for the provision of services to you. Our contract with you is personal. It may be enforced by, and confers benefit on, you and BetterPAD but not on any third party. References in these Terms and Conditions of Business to “we”, “our” and “us” shall be read as BetterPAD, and references to “you” and “your” shall be read as you, the Client.

These Terms of Service, together with the Fee Proposal and Schedule of Services, form the entire agreement between the parties (the Agreement).

1. Entire Agreement

The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not contained in this Agreement. No amendments or modifications of this Agreement shall be valid unless made in writing and signed by both parties.

This Agreement supersedes all prior discussions, correspondence and representations between the parties relating to its subject matter.

2. Communications

Communications between the Client and BetterPAD, including any notice or other document required under this Agreement, shall be in writing. Accepted platforms for written instructions are: letter sent by post and email.

Verbal discussions, telephone calls and informal messaging platforms do not constitute written instructions and shall have no contractual effect unless and until confirmed in writing by BetterPAD. BetterPAD will confirm verbal discussions in writing where possible; the Client should notify BetterPAD promptly if any written confirmation does not accurately reflect what was agreed.

Where a single Client Representative has been named in accordance with Clause 8, all instructions must come from that named representative. Instructions from any other party — including family members, co-owners or contractors — will not be acted upon without written confirmation from the named representative.

3. Scope of Services

The Fee Proposal and Schedule of Services describe the deliverables for each stage of our services. BetterPAD will proceed to the next work stage where there has been an appointment, unless instructed otherwise in writing by the Client.

Should the Client instruct additional works over and above those described in the Schedule of Services, a Change Order will be issued by BetterPAD setting out the additional scope and the associated fee. No additional work will be commenced until the Change Order has been agreed in writing by both parties. In the absence of a written Change Order, any additional time reasonably expended will be charged at the hourly rate stated in the Fee Proposal.

If the Client's approval of any stage of the Services is delayed by more than 14 days beyond the agreed programme, BetterPAD reserves the right to revise the programme and, where the delay results in additional time being expended, to issue a Change Order for that additional time.

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4. Architect's Authority

BetterPAD shall act on behalf of the Client in the matters set out or necessarily implied in this Agreement or in project procedures agreed with the Client from time to time.

Where BetterPAD acts as Contract Administrator under a building contract, it does so in an independent capacity. This role does not make BetterPAD responsible for the contractor's methods, programme, workmanship or health and safety provisions on site, which remain the contractor's responsibility.

5. Performance

BetterPAD shall, in performing the Services and discharging all obligations under this Agreement, exercise the reasonable skill and care to be expected of an appropriately qualified architect experienced in projects of a similar nature, size and complexity.

BetterPAD will make every effort to meet the agreed programme. Where delays arise from causes outside BetterPAD's reasonable control — including but not limited to Client-caused delays, third-party consultant delays, local authority processing times, or force majeure events — BetterPAD shall not be liable for any resulting consequential costs or losses. BetterPAD will notify the Client promptly of any anticipated delay and its likely cause.

6. No Material Alteration to Services or Design

BetterPAD shall make no material alteration, addition or omission to the Services or the approved design without the knowledge and written consent of the Client. In an emergency, BetterPAD may take necessary action without prior consent but shall inform the Client without delay and subsequently confirm such action in writing.

7. Services Variation

Either party shall advise the other upon becoming aware of any need to vary the Services, the programme, or the fees; any incompatibility between the Client's requirements, the Brief, the construction cost, or the approved design; or any issue likely to materially affect the progress, quality or cost of the Project.

Where a variation is identified, the parties shall agree how to deal with the matter, including any adjustment to fees, as soon as reasonably practicable. Variations not agreed within 21 days of notification may entitle BetterPAD to suspend the affected part of the Services until the matter is resolved.

8. Client's Authority

The Client shall name a single Client Representative who shall exercise the powers of the Client under this Agreement and through whom all instructions shall be given. This representative shall be identified in the Fee Proposal or confirmed in writing at the outset of the appointment.

All instructions must be given in writing by the named Client Representative. BetterPAD will not act on instructions from any other party — including family members, partners, co-owners or contractors — unless those instructions are confirmed in writing by the named representative.

If BetterPAD acts for more than one person on a matter, BetterPAD may assume that it can take instructions from any one of them on behalf of all, unless expressly instructed otherwise in writing.

9. Contractor

The Client will hold the contractor or contractors appointed to undertake construction works responsible for the management and operational methods necessary for the proper carrying out and completion of the construction works, in compliance with the building contract and for health and safety provisions on site.

BetterPAD's role as Contract Administrator, where appointed, is exercised independently. It does not extend to responsibility for the contractor's design, workmanship, programme or site management.

10. Consultants and External Bodies

BetterPAD will identify the professional consultants whose appointment is required for the Project and will recommend suitable appointments where requested. The Client is responsible for appointing and paying those consultants under separate agreements and for holding them responsible for the competence and performance of their work and services.

The Client's appointment of Other Persons shall include a requirement for them to co-operate with BetterPAD and to share information reasonably necessary for the performance of the Services. BetterPAD will co-ordinate consultants' design inputs to the extent set out in the Schedule of Services.

BetterPAD will take no responsibility for defects in the work of Other Persons where BetterPAD has reasonably relied upon information provided by those persons.

Local authority and statutory fees are to be paid directly to the relevant body by the Client unless otherwise stated in the Fee Proposal. The timescales for processing by statutory bodies are outside BetterPAD's control and BetterPAD accepts no responsibility for delays arising from local authority or third-party processing.

11.1 Appointment as Principal Designer

Where BetterPAD is appointed for construction phase services (Contract Administration), BetterPAD will act as Principal Designer under both CDM 2015 and the Building Regulations, as stated in the Schedule of Services. This role and its associated duties are included within the construction phase fee unless otherwise stated.

Where BetterPAD is not appointed for construction phase services, BetterPAD does not accept appointment as Principal Designer under either CDM 2015 or the Building Regulations for the construction phase, and the Client is solely responsible for ensuring a suitably qualified Principal Designer is appointed in writing before construction commences.

11.2 Pre-Construction Phase

During any pre-construction phase for which BetterPAD is appointed (including feasibility, planning and tender), BetterPAD will, as part of its design services, have regard to CDM 2015 designer duties and will seek to identify and address foreseeable construction risks in the design. This does not constitute acceptance of the Principal Designer (CDM) role unless expressly agreed in writing.

11.3 Drawings Not Intended for Construction

All drawings produced by BetterPAD for planning or tender purposes will carry a clear statement that they are not for construction use. In addition, all such drawings will carry the following notice:

“As at the date of this drawing, BetterPAD has not been appointed as Principal Designer under the CDM Regulations 2015 or the Building Regulations (as amended 2023). The Client is responsible for ensuring a suitably qualified Principal Designer is appointed in writing prior to the commencement of construction. Failure to make such an appointment may result in these duties defaulting to the designer in control of the pre-construction phase by operation of law. Please contact BetterPAD if you wish to discuss the appointment of a Principal Designer as part of your construction phase services.”

11.4 No Implied Appointment

BetterPAD's production of planning drawings, tender documentation or any other pre-construction design information does not constitute acceptance of the Principal Designer role for the construction phase. BetterPAD's responsibilities under a pre-construction appointment cease upon issue of the relevant package, unless a separate written appointment for construction phase services is agreed.

BetterPAD does not consent to being named as Principal Designer on any Building Regulations application for the construction phase without a separate written appointment to that effect. Any such nomination made without BetterPAD's prior written agreement will be treated as made without authority and BetterPAD will notify the relevant building control body accordingly.

11.5 Construction Phase Sign-Off

BetterPAD is only able to provide a compliance statement as Principal Designer (Building Regulations) at the end of a project where it has been formally appointed in that role for the construction phase, has maintained active involvement throughout construction, and has had the opportunity to fulfil its statutory duties. BetterPAD will not provide a sign-off or compliance statement in respect of any project for which it was not appointed and actively engaged during the construction phase, regardless of how it may have been named by others on any application.

11.6 Client's Duty

The Client acknowledges its obligations as a domestic or commercial client under CDM 2015 and the Building Regulations, including the duty to appoint a Principal Designer in writing where required, to check the competence of any such appointment, and to maintain suitable arrangements throughout the project. BetterPAD will notify the Client of these duties at the outset of each appointment.

12. Payment

The fee quotation set out in the Fee Proposal shall remain open for acceptance by the Client for a period of two months from the date of the proposal. Thereafter it shall be subject to review and reissuance.

12.1 Commencement Payment

A commencement payment, as stated in the Fee Proposal, is required before work begins on each phase of the Services. Work will not commence on any phase until the commencement payment for that phase has been received.

12.2 Stage Invoicing

Fees will be invoiced at the stage intervals set out in the Fee Proposal. Where project changes or delays necessitate interim invoicing, BetterPAD will issue interim invoices as required with reasonable notice to the Client.

12.3 Payment Terms

Invoices are due for payment within 7 days of the date of issue. The Client shall not delay payment of any undisputed part of an invoice.

If the Client disputes any part of an invoice, the Client shall notify BetterPAD in writing within 5 days of the date of invoice, specifying the amount disputed and the grounds for the dispute. The undisputed portion shall be paid by the due date.

12.4 Late Payment

If payment is not received by the due date, BetterPAD reserves the right to charge interest on the outstanding amount at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, calculated from the due date until the date of payment, and to recover reasonable debt recovery costs.

If any sum remains unpaid 14 days after the due date, BetterPAD may, on 7 days' written notice, suspend the Services until payment is received. Suspension shall be without financial penalty to BetterPAD and shall not be treated as a breach of this Agreement.

12.5 Suspension and Withdrawal

BetterPAD reserves the right to withdraw documentation or applications submitted to pre-planning, planning, building control, tender or other bodies in the event of non-payment, subject to giving reasonable written notice. No financial penalty shall attach to BetterPAD for any such withdrawal arising from the Client's failure to pay.

13. Copyright and Intellectual Property

Copyright in all drawings, documents and other information produced by BetterPAD in connection with the Project remains the property of BetterPAD at all times, whether or not fees have been paid.

BetterPAD grants the Client a non-exclusive licence to use BetterPAD's drawings and documents for the purposes of the Project only, including for the construction, maintenance and repair of the building as designed. This licence does not extend to any extension, alteration, redevelopment or future use of the building beyond the Project as defined in this Agreement. The licence is conditional upon all fees payable to BetterPAD having been paid in full, and shall be suspended automatically if any invoice remains unpaid beyond its due date.

Digital files in formats such as .dwg, .dxf, .rvt or other editable formats remain the property of BetterPAD. Such files will only be issued at BetterPAD's discretion and, where issued, only for the purposes stated at the time of issue. The issue of editable files does not transfer ownership of or copyright in those files.

BetterPAD asserts the right to be identified as the author of the artistic work of architecture comprising the Project, to the extent capable, by virtue of Chapter IV (Moral Rights) of Part 1 of the Copyright Designs and Patents Act 1988.

No part of any design by BetterPAD may be reproduced, adapted or used without BetterPAD's prior written consent.

14. Photography and Publicity

BetterPAD may wish to photograph completed projects for portfolio, marketing and award submission purposes. BetterPAD will seek the Client's prior written consent before photographing any project or publishing any information about it, including drawings, descriptions or images.

Where consent is given, BetterPAD will, on the Client's request, anonymise the Client's name and/or the property location in any published material.

The Client's consent to photography and publication will be discussed and agreed individually on each project as part of the briefing process. There is no obligation on the Client to grant consent.

15. Confidentiality

Each party shall treat as confidential all information received from the other party which is identified as confidential or which is clearly of a confidential nature, and shall not disclose such information to any third party without the prior written consent of the disclosing party.

This obligation does not apply to information that: (a) is or becomes publicly available other than through breach of this clause; (b) was already known to the receiving party at the time of disclosure; (c) is required to be disclosed by law, regulation or professional body; or (d) must be disclosed for the proper performance of the Services.

BetterPAD will not disclose details of the Client's project, property or personal circumstances to any third party without the Client's prior written consent, except where required for the performance of the Services (for example, to consultants, contractors or statutory bodies) or as required by law.

16. Limitation of Liability

BetterPAD's total aggregate liability to the Client arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £1,000,000 (one million pounds sterling), being the limit of indemnity under BetterPAD's current professional indemnity insurance policy.

Where any loss or damage suffered by the Client arises from the acts, omissions or defaults of more than one party, BetterPAD's liability shall be limited to that part of the loss or damage which is properly attributable to BetterPAD's own acts, omissions or defaults, irrespective of whether any other responsible party is unable to satisfy any judgment or award (net contributions).

Neither party shall be liable to the other for loss of profit, loss of use, loss of business opportunity, or any other indirect or consequential loss arising under or in connection with this Agreement, howsoever caused.

Nothing in this Agreement limits or excludes BetterPAD's liability for: (a) death or personal injury caused by BetterPAD's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law.

17. Professional Indemnity Insurance

BetterPAD maintains professional indemnity insurance with a limit of indemnity of £1,000,000 (one million pounds sterling) per claim, underwritten by Prosure Solutions Limited (Certain Underwriters at Lloyd's, London), Policy Number 33301229, arranged through PolicyBee Ltd. The current policy period runs from 27 September 2025 to 26 September 2026. BetterPAD's retroactive date is 29 November 2017, meaning cover extends back to work performed from that date. An excess of £1,000 applies to each and every claim.

BetterPAD shall maintain professional indemnity insurance, or equivalent run-off cover, for a period of not less than six years following practical completion of the Project or the termination of this Agreement, whichever is the later.

The following material exclusions apply under BetterPAD's current professional indemnity insurance and the Client should be aware of them:

Fire Safety Exclusion (Endorsement 003): The policy excludes all claims arising out of or in connection with fire safety or fire performance of any building or structure, including the combustibility or fire protection performance of any façade materials, cladding, insulation, external wall systems, roof materials, balconies, doors, or any other building component. Clients requiring BetterPAD to specify, review or advise on such elements should seek independent confirmation of the cover position.

Basement Refurbishment Exclusion (Endorsement 001): Cover for basement work is limited to the refurbishment of existing basements only. Any claim arising out of the waterproofing or structural alteration of any basement is excluded.

Cyber and Data Protection Exclusion: The policy excludes claims arising from cyber acts, computer system failures, and breaches of data protection law.

BetterPAD also maintains public and products liability insurance with a limit of indemnity of £2,000,000 per claim, underwritten by Hiscox Insurance Company Limited, Policy Number 14869161, arranged through PolicyBee Ltd. The current policy period runs from 21 September 2025 to 20 September 2026.

Evidence of insurance will be provided to the Client on reasonable written request.

18.1 Termination by the Client

The Client may terminate this Agreement at any time by giving not less than 14 days' written notice to BetterPAD. Upon termination, the Client shall pay BetterPAD all fees and expenses properly incurred up to and including the date of termination, together with a reasonable proportion of the fee for the work stage then in progress, reflecting the work completed at the date of termination.

18.2 Termination by BetterPAD

BetterPAD may terminate this Agreement by giving not less than 14 days' written notice to the Client if: (a) the Client fails to pay any sum due under this Agreement within 28 days of the final payment date; (b) the Client is in material breach of this Agreement and fails to remedy that breach within 14 days of written notice requiring it to do so; or (c) BetterPAD determines, acting reasonably, that it is unable to continue to provide the Services.

18.3 Effect of Termination

Upon termination of this Agreement for any reason, BetterPAD shall deliver to the Client copies of all drawings and documents produced up to the date of termination, subject to all outstanding fees having been paid in full. The copyright licence granted under Clause 13 shall survive termination, provided all fees have been paid.

If BetterPAD has been appointed as Principal Designer (CDM or Building Regulations) and this Agreement is terminated before practical completion, BetterPAD shall notify the Client and, where applicable, the relevant building control body that its appointment as Principal Designer has ended, and shall confirm the date of termination. The Client is responsible for ensuring a successor Principal Designer is appointed without delay.

20. Complaints Procedure

BetterPAD aims to resolve any concerns promptly and informally wherever possible. If you wish to make a formal complaint, please contact Paul Duffy, Director, at paul.d@betterpad.co.uk

BetterPAD will acknowledge formal complaints within 5 working days of receipt and will provide a substantive written response within 21 working days. If you are not satisfied with BetterPAD's response, you may refer your complaint to the Architects Registration Board (ARB) or the Royal Institute of British Architects (RIBA).

BetterPAD is registered with the ARB (Number 085762I) and is a RIBA Chartered Practice (Number 20037359), and is subject to their respective Codes of Conduct.

21. Data Protection

BetterPAD processes personal data in accordance with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal data provided to BetterPAD in connection with this Agreement will be processed for the purposes of performing the Services, administering the appointment, and complying with legal and regulatory obligations.

BetterPAD will not share personal data with third parties except where necessary for the performance of the Services (including sharing with consultants, contractors and statutory bodies as required) or as required by law. Full details of how BetterPAD processes personal data are set out in BetterPAD's Privacy Notice, a copy of which is available on request.

22. Consumer Rights and Cancellation

Where the Client is a consumer (an individual entering into this Agreement otherwise than in the course of a business), the Consumer Rights Act 2015 applies to this Agreement and certain terms which are unfair may not be enforceable against the Client. Nothing in this Agreement is intended to limit or exclude any statutory rights to which the Client is entitled

Where this Agreement is entered into at a distance or off-premises, the Client may have a statutory right to cancel within 14 days of the date of this Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where the Client requests that Services commence within the cancellation period, the Client acknowledges that, if the Client subsequently exercises the right to cancel, the Client will be liable to pay for any Services provided up to the date of cancellation.

23. Assignment

The Client may not assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of BetterPAD, such consent not to be unreasonably withheld where the assignment is to a purchaser or mortgagee of the property to which the Project relates, provided that the Client remains liable for all outstanding fees at the date of assignment.

BetterPAD may not assign this Agreement without the Client's prior written consent

24. General

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect. A failure by either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

These Terms of Service are current as at April 2026. BetterPAD reserves the right to update these Terms periodically. The version in force at the date of each appointment shall apply to that appointment. These Terms have been prepared with reference to the RIBA Domestic Professional Services Contract 2020 (2024 Amendment) and the ARB Code of Conduct. They are intended as general terms of business and do not constitute legal advice.

BetterPAD recommends that Clients take independent legal advice if they have any questions about these Terms.