

HARP DESIGN LTD
Conditions of Appointment

Section 1 – General Terms of Appointment

Version: Draft 1.0

Date: July 2026

1. Introduction

These Terms and Conditions govern the appointment of Harp Design Ltd ("Harp Design") in connection with the provision of interior design, interior architecture, space planning, technical design, specification, furniture procurement, Principal Designer services, project management and any other professional services agreed in writing.

These Terms are intended to establish a clear understanding between Harp Design and its Client regarding each party's rights, obligations and responsibilities throughout the Project.

These Terms apply to every appointment unless expressly varied in writing and signed by both parties.

Acceptance of a quotation, payment of a deposit, written instruction to proceed, or commencement of any services shall constitute acceptance of these Terms.

2. Definitions

For the purposes of these Terms:

Appointment means the agreement between Harp Design and the Client incorporating these Terms, the Fee Proposal and any agreed variations.

Building Safety Act means the Building Safety Act 2022 together with any associated regulations or amendments.

CDM Regulations means the Construction (Design and Management) Regulations 2015.

Client means the individual, company or organisation appointing Harp Design.

Construction Phase means the period during which construction work is carried out on site.

Contractor means any contractor, subcontractor or supplier engaged by the Client or Principal Contractor.

Deliverables means drawings, schedules, specifications, reports, visualisations, room data sheets, furniture schedules or any other documents prepared by Harp Design.

Fee Proposal means Harp Design's written quotation, proposal or appointment document.

Principal Contractor shall have the meaning given within the CDM Regulations.

Principal Designer shall have the meaning given within the CDM Regulations and, where applicable, the Building Safety Act.

Project means the works described within the Fee Proposal.

Services means the professional services described within the Fee Proposal together with any agreed Variations.

Variation means any amendment, addition or omission to the agreed Services.

Working Day means Monday to Friday excluding public holidays in England.

3. Appointment

3.1 Harp Design shall provide only those Services specifically identified within the agreed Fee Proposal.

3.2 No additional services shall be deemed included unless confirmed in writing.

3.3 The Appointment shall commence upon whichever occurs first:

- a) written acceptance of the Fee Proposal;
- b) payment of any requested deposit;
- c) written instruction to commence work;
- d) commencement of any Services by Harp Design.

3.4 These Terms shall take precedence over any Client purchase order, standard terms or other contractual document unless expressly agreed in writing.

4. Scope of Services

4.1 Harp Design shall exercise the reasonable skill, care and diligence expected of an experienced commercial interior design consultancy.

4.2 Unless specifically included within the Fee Proposal, Harp Design shall not be responsible for:

- Structural engineering
- Mechanical design
- Electrical design
- Fire engineering
- Acoustic design
- Building Control approval
- Planning applications
- Quantity surveying
- Cost consultancy
- Party Wall matters
- Asbestos surveys
- Dilapidations
- Contractor supervision
- Quality control of workmanship
- Clerk of Works duties
- Health and Safety file compilation (unless expressly appointed)
- Principal Contractor duties
- Building warranty compliance
- Legal advice
- Tax advice

4.3 The Client acknowledges that Harp Design may recommend specialist consultants where necessary. Appointment of such consultants remains the Client's responsibility unless expressly agreed otherwise.

5. Standard of Care

Harp Design shall perform the Services using reasonable skill, care and diligence consistent with the standards ordinarily expected of a competent commercial interior design consultancy practising within the United Kingdom.

Nothing within these Terms shall constitute a guarantee that statutory approvals will be obtained, budgets achieved or programmes maintained where matters remain outside Harp Design's reasonable control.

6. Client Responsibilities

The Client agrees to:

- Provide complete and accurate information.
- Provide timely decisions.
- Review drawings promptly.
- Appoint competent consultants.
- Appoint a competent Principal Contractor where required.
- Pay invoices in accordance with these Terms.
- Ensure appropriate site access.
- Inform Harp Design of any known hazards.
- Provide all available surveys and existing information.
- Notify Harp Design of any material changes affecting the Project.

Failure by the Client to comply with these obligations may result in delays, additional fees or suspension of Services.

7. Reliance Upon Information

Harp Design shall be entitled to rely upon information provided by the Client, consultants, surveyors, statutory authorities and third parties without independent verification unless expressly agreed otherwise.

Harp Design shall not be liable for inaccuracies arising from incorrect or incomplete information supplied by others.

8. Cooperation

Both parties agree to act reasonably, honestly and cooperatively throughout the Appointment. The Client acknowledges that successful delivery of the Project depends upon timely communication, prompt decision-making and cooperation between all members of the project team.

2. Fees, Payment and Commercial Terms

2.1 Fees

The Client shall pay Harp Design the fees set out within the agreed Fee Proposal together with any additional fees arising from Variations, Additional Services, reimbursable expenses or other amounts payable under these Conditions of Appointment.

Unless otherwise stated, all fees are exclusive of Value Added Tax (VAT), which shall be charged at the prevailing rate.

2.2 Fee Proposals

Unless otherwise stated in writing:

- Fee Proposals are valid for thirty (30) calendar days.
 - Harp Design reserves the right to revise any proposal after this period.
 - No appointment shall exist until the Client has accepted the proposal in writing or instructed Harp Design to commence work.
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2.3 Payment Terms

Unless otherwise agreed in writing:

- Consultancy fees shall be payable in accordance with the agreed Fee Proposal.
- Deposits shall be payable before any work commences.
- Stage payments shall become due immediately upon completion of each agreed stage.
- Time-based services shall be invoiced monthly in arrears unless otherwise agreed.
- Procurement invoices shall be payable in accordance with the Furniture Procurement & Supply Terms.

Invoices shall be payable within **14 days** of the invoice date unless alternative payment terms have been agreed in writing.

2.4 Deposits

Where a deposit is required:

- No work shall commence until cleared funds have been received.
 - Deposits are non-refundable once work has commenced, except where required by law.
 - Harp Design reserves the right to delay mobilisation until payment has cleared.
-

2.5 Additional Services

The agreed fee includes only those Services expressly described within the Fee Proposal.

Additional Services may include, but are not limited to:

- Additional meetings.
- Additional site visits.
- Design revisions beyond those included.
- Alternative design options.
- Additional visualisations.
- Furniture reselection.
- Revised specifications.
- Programme revisions.
- Attendance at contractor meetings beyond the agreed allowance.

- Additional Principal Designer duties.
- Additional Project Management duties.
- Contractor dispute resolution.
- Value engineering exercises requested after design approval.
- Client requested redesigns.
- Procurement outside the agreed scope.
- Additional Building Control responses.
- Additional planning responses.
- Tender reissues.
- Re-measurement following site changes.
- Recommencement of dormant projects.

Additional Services shall be charged at Harp Design's prevailing hourly or daily rates unless otherwise agreed.

2.6 Variations

The Client may request changes to the agreed Services at any time.

Harp Design shall assess the impact of the requested change upon:

- Fees
- Programme
- Resources
- Deliverables
- Other consultants
- Procurement
- Construction

No Variation shall be implemented until authorised by the Client unless immediate action is reasonably necessary to protect the Project.

2.7 Hourly Rates

Where work falls outside the agreed scope, Harp Design reserves the right to charge in accordance with its current Schedule of Charges.

The current Schedule of Charges forms part of these Conditions and may be updated from time to time.

2.8 Expenses

The Client shall reimburse reasonable project expenses including, where applicable:

- Printing.
- Large format drawings.
- Courier charges.
- Postage.
- Parking.
- Toll charges.
- Accommodation.
- Rail travel.
- Flights.
- Mileage.
- Subsistence.
- Third-party software licences required specifically for the Project.

Where practical, significant expenses shall be agreed in advance.

2.9 Late Payment

Where payment is not received by the due date, Harp Design reserves the right to:

- Charge statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

- Recover statutory debt recovery costs.
- Suspend all Services.
- Withhold drawings and documentation.
- Delay procurement.
- Delay delivery of information.
- Decline attendance at meetings or site.
- Suspend Principal Designer services.
- Suspend Project Management services.

Such suspension shall not constitute a breach of contract by Harp Design.

2.10 Suspension of Services

Harp Design may suspend the Services immediately where:

- Fees remain unpaid.
- The Client breaches these Conditions.
- Required information has not been provided.
- Health and Safety concerns remain unresolved.
- The Client fails to appoint legally required duty holders.
- The Project is paused by the Client.

The programme shall be adjusted accordingly.

Harp Design shall not be responsible for delays resulting from such suspension.

2.11 Restarting Suspended Projects

Where a Project has been suspended for more than **30 calendar days**, Harp Design reserves the right to:

- Review the Project.
- Revise the programme.
- Reassess available resources.
- Update fees.
- Charge a remobilisation fee.
- Reissue quotations where supplier pricing has changed.

The Client acknowledges that previously agreed programmes may no longer be achievable.

2.12 Cancellation

Where the Client cancels the Appointment after work has commenced:

- All completed work shall become immediately payable.
 - Work in progress shall be charged on a pro-rata basis.
 - Any committed third-party costs shall remain payable.
 - Procurement costs already incurred shall remain payable.
 - Bespoke or made-to-order products shall be charged in full where production has commenced.
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2.13 Retention of Documents

Harp Design reserves the right to withhold drawings, schedules, specifications, reports, models, visualisations and other Deliverables until all outstanding invoices have been paid in full.

Payment entitles the Client to use the Deliverables only for the Project for which they were prepared.

2.14 No Set-Off

The Client shall not withhold, deduct or set off any payment due to Harp Design against any alleged claim unless such amount has been agreed in writing or determined by a court of competent jurisdiction.

2.15 Credit Checks

Harp Design reserves the right to undertake credit checks prior to accepting an appointment and may refuse to provide Services where there are reasonable concerns regarding the Client's ability to meet its payment obligations.

2.16 Payment Does Not Transfer Risk

Payment of any invoice shall not constitute approval of drawings, acceptance of design responsibility by the Client, or transfer of statutory duties between project parties.

2.17 No Payment, No Work

Harp Design operates a strict "No Payment, No Work" policy. Where invoices remain outstanding beyond the agreed payment terms, Harp Design reserves the right to cease all services immediately until the account has been brought fully up to date. During any suspension period, Harp Design accepts no responsibility for programme delays, additional costs, contractor disruption, statutory deadlines or any consequential losses arising from the suspension.

This is clear, commercially reasonable and sets expectations from the outset. As we build the remaining sections, we'll cross-reference these clauses so the whole document reads as one coherent professional appointment rather than a collection of standalone policies.

Excellent. Section 3 is where Harp Design starts to distinguish itself from a typical interior designer. This section defines exactly what you do, what you don't do, and manages expectations from the outset.

3. Professional Services

3.1 General

Harp Design shall provide the professional services described within the agreed Fee Proposal and any subsequent written instructions accepted by Harp Design.

The Services shall be carried out using the reasonable skill, care and diligence expected of an experienced commercial interior design consultancy.

No services shall be deemed included unless expressly stated within the Appointment.

3.2 Typical Professional Services

Depending upon the agreed scope of appointment, Harp Design's Services may include, but are not limited to:

- Interior Design
- Interior Architecture
- Space Planning
- Concept Design
- Developed Design
- Technical Design
- General Arrangement Drawings
- Reflected Ceiling Plans
- Joinery Design
- Interior Elevations
- Furniture Layouts
- Finish Specifications
- Material Palettes
- Colour Schemes
- Lighting Coordination
- Furniture, Fixtures and Equipment (FF&E) Specifications
- Room Data Sheets
- Accessibility Reviews
- Design Coordination
- Stakeholder Workshops
- Design Presentations
- Value Engineering
- Tender Documentation

- Contractor Information
- Construction Support
- Furniture Procurement
- Site Inspections (where appointed)
- Principal Designer Services (where separately appointed)
- Project Management Services (where separately appointed)

The precise Services shall always be those stated within the agreed Fee Proposal.

3.3 Services Not Included

Unless expressly stated within the Appointment, Harp Design shall not be responsible for:

- Structural engineering
- Mechanical engineering
- Electrical engineering
- Fire engineering
- Civil engineering
- Quantity surveying
- Cost consultancy
- Party Wall matters
- Asbestos surveys
- Building Control approval
- Planning applications
- Legal advice
- Tax advice
- Environmental consultancy
- Acoustic consultancy
- Building warranty certification
- Clerk of Works duties
- Contractor supervision
- Quality inspection of workmanship
- Site management
- Principal Contractor duties
- Temporary works design
- Health and Safety File preparation (unless specifically appointed)
- Maintenance manuals
- Fire strategy reports
- Building Regulations compliance certification

Where specialist advice is required, Harp Design may recommend the appointment of appropriately qualified consultants.

3.4 Design Process

The Client acknowledges that design is an evolving process.

Concepts, layouts, finishes, furniture selections and specifications may develop throughout the design stages as information becomes available, statutory requirements change or the Client's brief evolves. Drawings issued at one stage shall not be relied upon for subsequent stages unless specifically stated.

3.5 Design Approvals

At key stages throughout the Project, Harp Design shall seek written approval from the Client.

Following approval:

- The approved design shall become the basis of future work.
- Subsequent changes may constitute a Variation.
- Programme implications shall be reviewed.
- Additional fees may apply.

Failure by the Client to provide timely approvals may delay the Project.

3.6 Design Revisions

Unless otherwise stated within the Fee Proposal, the agreed fee includes:

- One initial concept presentation.
- One round of reasonable design amendments following each design stage.

Further revisions requested by the Client shall be treated as Additional Services and charged accordingly. Where the Client fundamentally changes the Project brief after design work has commenced, Harp Design reserves the right to issue a revised fee proposal.

3.7 Value Engineering

Where requested by the Client, Harp Design shall assist in identifying alternative products, materials or design solutions to achieve the Project budget.

Unless expressly included within the agreed scope, value engineering exercises undertaken after design approval shall constitute Additional Services.

Harp Design shall not be responsible where value engineering decisions made by the Client affect quality, appearance, durability, functionality or programme.

3.8 Drawings and Specifications

Drawings, schedules and specifications prepared by Harp Design are produced solely for the purpose stated on the document.

Unless expressly stated otherwise:

- Drawings shall not be used for construction until fully coordinated.
- Dimensions shall not be scaled from drawings.
- Contractors shall verify all dimensions on site.
- Any discrepancies shall be referred to Harp Design before work proceeds.

Harp Design accepts no liability for works carried out using superseded drawings.

3.9 Digital Information

Electronic files are issued for convenience only.

The Client acknowledges that electronic data may be altered, corrupted or become incompatible with third-party software.

Harp Design shall not be responsible for amendments made by others to its digital information.

The official record of the design shall be the latest issued PDF or printed document unless otherwise agreed.

3.10 Visualisations

Three-dimensional images, renders, sketches, animations and visual impressions are prepared to assist in communicating the design intent.

They shall not be interpreted as exact representations of:

- Colours
- Textures
- Lighting conditions
- Manufacturing tolerances
- Materials
- Product availability
- Construction details

Minor variations between visualisations and the completed Project shall not constitute a defect.

3.11 Samples

Material samples, fabric swatches, paint colours and finish samples are provided as guides only.

Natural materials may vary in:

- Colour
- Grain
- Texture
- Pattern
- Shade
- Veining

Manufacturing tolerances may also result in reasonable variation between samples and the finished product.

3.12 Existing Buildings

Where the Project relates to an existing building, Harp Design shall be entitled to rely upon available surveys and information provided by the Client or third parties.

Harp Design shall not be responsible for concealed conditions, undocumented alterations, hidden services, structural defects or hazardous materials discovered after work has commenced.

Any redesign required as a consequence shall constitute a Variation.

3.13 Existing Furniture and Equipment

Where the Client requests that existing furniture, fixtures or equipment be retained, relocated or incorporated into the design, Harp Design shall not be responsible for their condition, suitability, compliance with current legislation or compatibility with the proposed design unless specifically instructed to assess these matters.

3.14 Sustainability

Where sustainability objectives form part of the Project brief, Harp Design shall use reasonable endeavours to recommend environmentally responsible materials, products and design solutions.

Unless expressly agreed, Harp Design does not warrant that any product or material will achieve a particular environmental certification, carbon reduction target or sustainability rating.

3.15 Reliance on Professional Advice

Harp Design shall provide professional advice based on its experience, applicable legislation, recognised industry guidance and the information available at the time.

Where the Client chooses not to follow Harp Design's written recommendations or professional advice, Harp Design shall not be responsible for any resulting delays, redesign, increased costs, non-compliance, safety issues or other consequences arising directly from that decision.

Recommendation

I'd make this the final clause in Section 3 because it reflects one of the biggest lessons you've learned:

3.16 Professional Judgement

The Client acknowledges that Harp Design has been appointed for its professional expertise. While the Client retains ultimate decision-making authority, Harp Design reserves the right to decline instructions that it reasonably believes would compromise safety, breach legislation, conflict with recognised industry standards, or expose Harp Design to unacceptable professional, legal or reputational risk. In such circumstances, Harp Design will explain its reasons in writing and, where appropriate, propose an alternative solution.

This clause reinforces your professional standing and gives you a contractual basis for saying "no" when necessary, particularly in relation to safety, compliance and quality.

4. Principal Designer, Health & Safety and Project Management Services

4.1 General

Where Harp Design is appointed to undertake Principal Designer Services, Project Management Services or any other statutory dutyholder role, these Services shall be provided in accordance with the agreed Appointment and the applicable legislation in force at the time of the Project.

Unless expressly appointed in writing, Harp Design shall have no responsibility for statutory dutyholder roles.

PART A – Principal Designer Services

4.2 Appointment as Principal Designer

Where appointed, Harp Design shall undertake the duties of Principal Designer in accordance with the Construction (Design and Management) Regulations 2015 ("CDM Regulations") and, where applicable, the Building Safety Act 2022.

The extent of the appointment shall be limited to the Services described within the Fee Proposal.

4.3 Client Responsibilities

The Client acknowledges that they retain legal duties under the CDM Regulations and Building Safety Act. The Client agrees to:

- Make suitable arrangements for managing the Project.
- Appoint competent designers and contractors.
- Provide adequate Pre-Construction Information.
- Allow sufficient time and resources.
- Cooperate with all dutyholders.
- Ensure statutory appointments are made where required.

Failure to fulfil these duties may affect the Project programme and may require Harp Design to suspend or terminate its appointment.

4.4 Principal Contractor

Where the Project requires a Principal Contractor, the Client shall appoint a suitably competent Principal Contractor before the Construction Phase commences.

Unless otherwise agreed in writing, Harp Design shall not undertake construction-stage coordination where no Principal Contractor has been appointed.

Harp Design reserves the right to suspend or decline any construction-stage involvement until a compliant appointment has been made.

4.5 Design Risk Management

Harp Design shall:

- Identify foreseeable design risks.
- Eliminate risks where reasonably practicable.
- Reduce risks where elimination is not possible.
- Communicate residual risks to relevant dutyholders.
- Coordinate with other designers where appropriate.

Harp Design does not guarantee that all construction risks can be eliminated.

4.6 Information Required

The Client shall provide, where available:

- Existing surveys.
- Structural information.
- Services drawings.
- Fire information.
- Asbestos information.
- Existing health and safety information.
- Previous design information.
- Building Safety information where applicable.

Harp Design shall not be liable for omissions arising from information that has not been made available.

4.7 Right to Suspend Principal Designer Services

Harp Design reserves the right to suspend its Principal Designer appointment where:

- Significant Health and Safety concerns remain unresolved.
- The Client fails to cooperate.
- The Principal Contractor is not appointed.
- Dutyholders refuse to cooperate.
- Information necessary to discharge statutory duties has not been provided.
- The Client instructs Harp Design to act contrary to legislation.

Suspension shall not constitute a breach of contract by Harp Design.

4.8 Right to Terminate Principal Designer Appointment

Harp Design may terminate its Principal Designer appointment immediately where:

- Continued appointment would breach legislation.
- The Client repeatedly ignores professional advice.
- Significant safety concerns remain unresolved.
- Harp Design cannot reasonably discharge its statutory duties.
- Required statutory appointments are not made.

Any fees due up to the termination date shall remain payable.

PART B – Health & Safety

4.9 General Duty

The Client acknowledges that Health and Safety is a shared responsibility between all dutyholders. Harp Design shall not be responsible for the management of site safety unless expressly appointed to undertake such duties.

4.10 Unsafe Practices

Where Harp Design becomes aware of unsafe practices, unsafe construction methods or significant Health and Safety risks, Harp Design reserves the right to:

- Notify the relevant dutyholders.
 - Recommend corrective action.
 - Suspend attendance at site.
 - Suspend Services.
 - Withdraw from the Project where appropriate.
-

4.11 Refusal to Act

Harp Design reserves the right to refuse any instruction which it reasonably believes would:

- Breach legislation.
 - Compromise public safety.
 - Compromise worker safety.
 - Conflict with Building Regulations.
 - Conflict with CDM Regulations.
 - Conflict with Building Safety legislation.
 - Conflict with recognised professional standards.
-

PART C – Project Management Services

4.12 Scope of Project Management

Where appointed, Project Management Services may include:

- Programme management.
- Design coordination.
- Client liaison.
- Consultant coordination.
- Meeting management.
- Progress reporting.

- Procurement coordination.
- Budget monitoring.
- Risk management.
- Action tracking.
- Programme reviews.

Only those Services specifically described within the Appointment shall be included.

4.13 Project Management Exclusions

Unless expressly agreed in writing, Project Management Services do not include:

- Supervising contractor workmanship.
 - Site management.
 - Quality control inspections.
 - Construction supervision.
 - Principal Contractor duties.
 - Building Control inspections.
 - Clerk of Works services.
 - Temporary Works coordination.
 - Managing subcontractors.
 - Accepting liability for contractor performance.
-

4.14 Contractor Responsibility

Each Contractor remains solely responsible for:

- Its own workmanship.
- Construction methods.
- Temporary works.
- Health and Safety.
- Quality control.
- Compliance with legislation.
- Supervision of its workforce.

Nothing within these Conditions transfers these responsibilities to Harp Design.

4.15 Client Decisions

The Client acknowledges that Project Management cannot compensate for delayed instructions, changing project requirements or decisions made by the Client or third parties.

Any resulting delay may constitute a Variation to the programme and fee.

4.16 Meetings

The number of meetings included within the Appointment shall be those stated within the Fee Proposal. Additional meetings requested by the Client or made necessary by changes to the Project shall constitute Additional Services unless otherwise agreed.

4.17 Site Visits

Site visits shall be limited to those included within the agreed Appointment.

Unless expressly stated otherwise:

- Site visits are not continuous inspections.
 - Site visits do not constitute supervision of the works.
 - Site visits do not transfer responsibility for construction quality.
-

4.18 Records

Harp Design may maintain records including:

- Meeting minutes.
- Action trackers.

- Decision registers.
- Risk registers.
- Programme updates.
- Site observations.

These records are management tools only and do not relieve other project parties of their contractual or statutory responsibilities.

4.19 Professional Independence

The Client acknowledges that Harp Design owes professional duties under applicable legislation and industry standards.

Nothing within these Conditions shall require Harp Design to act contrary to its professional judgement, statutory obligations or ethical responsibilities.

Where Harp Design reasonably believes that an instruction would compromise safety, legality, compliance or professional integrity, it may decline to implement that instruction and shall notify the Client in writing.

One additional clause I'd strongly recommend

Given everything you've experienced, I'd add:

4.20 Zero Tolerance for Abuse

Harp Design is committed to maintaining a professional and respectful working environment. Harp Design will not tolerate abusive, aggressive, threatening, discriminatory or intimidating behaviour towards its directors, employees, consultants or representatives. Where such behaviour occurs, Harp Design reserves the right to suspend or terminate its appointment immediately. Any fees due for Services undertaken up to the date of suspension or termination shall remain payable.

This isn't about being difficult with clients; it's about setting a professional boundary. It makes it clear from the outset that respectful behaviour is a contractual expectation, just like paying invoices or providing information. I think it's an important addition to the suite you're building.

5. Intellectual Property, Drawings and Project Information

5.1 Ownership of Intellectual Property

All intellectual property rights, including copyright and design rights, in all drawings, specifications, schedules, reports, concepts, layouts, visualisations, presentations, mood boards, furniture schedules, room data sheets, technical details, models, calculations and any other documents or information prepared by Harp Design shall remain the property of Harp Design unless expressly agreed otherwise in writing.

Nothing within these Conditions transfers ownership of any intellectual property to the Client.

5.2 Licence to Use

Upon payment of all fees due, Harp Design grants the Client a non-exclusive, non-transferable licence to use the Deliverables solely for the purposes of completing the Project identified within the Appointment. The licence shall apply only to the specific Project and location for which the Deliverables were prepared. The Client shall not use the Deliverables for any other project without Harp Design's prior written consent.

5.3 Payment Before Use

Until all invoices have been paid in full:

- Copyright shall remain solely with Harp Design.
 - The Client shall have no licence to use the Deliverables.
 - Harp Design may withdraw permission to use any drawings or specifications.
 - Harp Design may withhold further information.
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5.4 No Reuse

The Client shall not reuse, reproduce or adapt any Deliverables prepared by Harp Design on another project without written permission.

Where permission is granted, Harp Design reserves the right to charge an appropriate licence fee.

5.5 No Alterations

No drawing, specification or document prepared by Harp Design shall be altered, amended or modified by any third party without Harp Design's written consent.

Where alterations are made without consent, Harp Design accepts no responsibility for the amended information.

5.6 Reliance Upon Drawings

The Deliverables prepared by Harp Design are produced solely for the purpose stated within the Appointment.

Unless expressly stated otherwise:

- Contractors shall verify all dimensions on site.
 - Dimensions shall not be scaled from drawings.
 - Any discrepancies shall be referred to Harp Design before work proceeds.
 - Drawings shall not be relied upon after revision unless confirmed as current.
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5.7 Drawing Revisions

Each drawing shall carry a revision reference.

The Client and all project team members shall ensure that only the latest authorised revision is used.

Harp Design shall not be responsible for construction carried out using superseded drawings.

5.8 Electronic Information

Where electronic files are provided:

- They are issued for convenience only.
 - Harp Design does not warrant compatibility with third-party software.
 - Harp Design shall not be liable for corruption, amendment or misuse of digital files.
 - PDF versions shall take precedence unless otherwise agreed.
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5.9 BIM and CAD Files

Unless expressly stated otherwise:

- CAD files remain the intellectual property of Harp Design.
 - BIM models are issued for information only.
 - Neither CAD nor BIM information may be relied upon for construction unless expressly authorised.
-

5.10 Visualisations

Visualisations, CGI images, sketches, animations and artistic impressions are intended to communicate design intent.

They shall not constitute contractual representations of:

- Colour accuracy.
- Lighting.
- Material variation.
- Manufacturing tolerances.
- Furniture availability.
- Product dimensions.

Reasonable differences between visualisations and completed works shall not constitute defects.

5.11 Samples

Samples are indicative only.

Natural products, including timber, stone, marble, leather, fabrics and other natural materials, will vary in:

- Colour.
- Grain.

- Texture.
- Pattern.
- Shade.
- Veining.

The Client accepts that such variation is an inherent characteristic of natural materials.

5.12 Product Information

Harp Design prepares specifications using information supplied by manufacturers and suppliers.

Whilst every reasonable effort is made to verify information, Harp Design shall not be responsible for inaccuracies within third-party literature, catalogues or technical information.

5.13 Photography

Unless the Client expressly objects in writing before completion of the Project, Harp Design reserves the right to photograph completed works for:

- Marketing.
- Social media.
- Awards.
- Publications.
- Website content.
- Portfolio purposes.

Reasonable notice shall be given before photography takes place.

Confidential information and personal possessions shall not be photographed without consent.

5.14 Publicity

The Client agrees that Harp Design may identify the Project within marketing material unless confidentiality has been agreed in writing.

5.15 Confidentiality

Both parties shall treat confidential information relating to the Project as confidential and shall not disclose such information to third parties except where:

- Required by law.
 - Required by insurers.
 - Required by statutory authorities.
 - Required by professional advisers.
 - Necessary for the proper delivery of the Project.
-

5.16 Data Protection

Both parties shall comply with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any subsequent legislation relating to personal data.

Where Harp Design processes personal information on behalf of the Client, it shall do so only for the purposes of delivering the agreed Services.

5.17 Records

Harp Design may retain Project records, correspondence, drawings and documentation for a reasonable period after completion of the Project.

The Client acknowledges that archived information may not remain immediately accessible and retrieval of archived records may incur an administration charge.

5.18 Cloud Storage and Digital Systems

Harp Design may use secure cloud-based software and digital platforms for storing Project information, issuing drawings and managing communications.

The Client acknowledges that electronic systems may occasionally experience downtime or technical interruptions. Harp Design shall not be liable for delays caused by failures of third-party digital services beyond its reasonable control.

5.19 Artificial Intelligence and Digital Tools

Harp Design may use artificial intelligence (AI), digital design tools and other emerging technologies to assist with research, drafting, visualisation, project administration and workflow efficiency. Professional judgement, design decisions and final deliverables shall always be reviewed and approved by appropriately qualified personnel before issue. The use of such tools shall not reduce Harp Design's standard of professional care.

5.20 Survival of Rights

The provisions of this Section relating to intellectual property, confidentiality, data protection and permitted use shall survive completion or termination of the Appointment.

5.21 Protection Against Unauthorised Tendering

The Client shall not use Harp Design's drawings, specifications, schedules or other Deliverables to obtain quotations, tenders or construction services from third parties unless the relevant design fees have been paid in full. Where the Appointment is terminated before completion, Harp Design reserves the right to withhold permission for any incomplete Deliverables to be used for tendering, construction or procurement until all outstanding fees have been settled.

6. Variations, Programme and Additional Services

6.1 General

The Client acknowledges that the agreed Fee Proposal is based upon the Project Brief, scope of Services, programme and information available at the date of appointment. Any change to these matters may constitute a Variation. Variations may affect the Project programme, fees, resources, procurement and delivery of the Services.

6.2 Client Variations

The Client may request changes to the agreed Services at any time. Examples include, but are not limited to:

- Changes to the Project Brief.
- Changes to layouts.
- Additional rooms or areas.
- Additional furniture selections.
- Alternative design options.
- Material changes.
- Colour changes.
- Changes to approved drawings.
- Additional visualisations.
- Changes to statutory requirements.
- Procurement changes.
- Additional site visits.
- Additional meetings.
- Additional reporting.

Harp Design shall advise the Client of any likely effect on programme and fees before proceeding where reasonably practicable.

6.3 Variations Required by Others

Where changes arise as a result of:

- Client instructions.
- Contractor requests.

- Consultant revisions.
- Building Control comments.
- Planning conditions.
- Fire Engineer recommendations.
- Structural Engineer revisions.
- Mechanical or Electrical coordination.
- Utility company requirements.
- Existing site conditions.
- Hidden defects.

Harp Design reserves the right to treat the resulting work as Additional Services.

6.4 Scope Creep

The Client acknowledges that projects may naturally evolve.

Where requests exceed the agreed scope of Services, Harp Design reserves the right to issue:

- A revised fee proposal.
- An hourly charge.
- A day rate.
- A Variation quotation.

No additional work shall be undertaken free of charge simply because it arises during the Project.

6.5 Programme

Any programme issued by Harp Design represents its reasonable estimate based upon information available at the time.

Programmes remain subject to:

- Client approvals.
- Statutory approvals.
- Contractor performance.
- Supplier lead times.
- Information from third parties.
- Availability of consultants.
- Unforeseen site conditions.

Programme dates are therefore estimates unless expressly agreed otherwise.

6.6 Delayed Instructions

Where the Client fails to provide information, approvals or instructions within the agreed timescales:

- The programme shall automatically be extended.
 - Harp Design shall not be liable for resulting delays.
 - Additional fees may become payable where resources require rescheduling.
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6.7 Design Freeze

Following written approval of a design stage, the relevant design shall be deemed frozen.

Subsequent amendments requested by the Client shall constitute a Variation unless required due to an error by Harp Design.

6.8 Dormant Projects

Where a Project becomes inactive for more than **30 consecutive calendar days**, Harp Design may classify the Project as dormant.

Upon recommencement Harp Design may:

- Review previous work.
- Update legislation.
- Review supplier availability.
- Review product pricing.

- Revise the programme.
 - Reallocate resources.
 - Charge reasonable remobilisation costs.
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6.9 Additional Meetings

Unless otherwise stated within the Appointment, only the meetings identified within the Fee Proposal are included.

Additional meetings requested by the Client or necessitated by Project changes shall constitute Additional Services.