



## **1 - SCOPE OF WORKS**

### **STAGE 1 - OUTLINE PROPOSALS**

Delivery of an outline lighting scheme:

- ◆ Sketch lighting layout plan - positions of fittings with references
- ◆ Schedule of fittings and indicative costs and electrical loadings
- ◆ Indicative fitting images
- ◆ Images of effects
- ◆ Sketches of details

### **STAGE 2 - DETAIL DESIGN**

Delivery of a detailed lighting scheme:

- ◆ Detailed layout with control circuitry and switch/control positions in CAD
- ◆ Specification of fittings descriptions and illustrations
- ◆ Control system philosophy
- ◆ Detailed schedule of fittings and cost and electrical loading and dimming info

### **STAGE 3 – FINAL PROPOSALS**

Delivery of final lighting scheme which will consist of:

- ◆ Final layouts of the proposed lighting design
- ◆ Final specifications for standard luminaires and lamps and control system. Each luminaire type will be precisely and fully specified with one A4 illustrated sheet per luminaire type. The sheets also identify the manufacturer, telephone number and address and any specific details or accessories that are needed.
- ◆ In situations where lighting equipment is integrated within a structure or requires architectural or structural elements then the Lighting Consultant will prepare outline sketches showing the intent of how this could be achieved. Detailed structural / engineering / architectural design will be by others.

### **STAGE 4 – RAISING OF QUOTES & INVOICES**

- ◆ Final quotes and invoices raised with manufacturers



## **STAGE 5 - CONSTRUCTION**

Will consist of:

- ◆ Visits to site, as considered necessary by the Lighting Consultant, to overview progress.
- ◆ Responding to any site queries.
- ◆ Minor adjustments to drawings to enable construction.
- ◆ Final review of lighting installation and supervision of the focusing of adjustable luminaires. The Electrical Contractor will supply personnel to perform this work. This takes place on site, both during day time and night time hours.
- ◆ Assistance with programming of lighting control equipment.



## **SCOPE OF WORKS - GENERAL POINTS**

1. The Lighting Consultant is not responsible for the Emergency Lighting within the project. The Lighting Consultant will make comments on the appearance of any Emergency Lighting and its integration into the project.
2. The Proposal does not include calculations or computations for natural lighting design (including daylight penetration, natural light / ultra violet / infra red levels, sun path analysis, site day lighting analysis for planning purposes etc). The proposal does include subjective comment on any natural lighting.
3. The Lighting Consultant is not responsible for the electrical engineering of the project, this includes design of incoming supplies, cable sizing, cable specification, containment, isolation, routings etc.
4. Any planning permission, listed building consents or any other permissions or agreements that may be required will be obtained by the Client or his or her consultants.
5. The Lighting Consultant is not responsible for setting up or administering the contract for the supply and installation of the lighting equipment. This will be carried out by others.
6. The lighting consultant is not responsible for errors or delays caused by manufacturers, contractors, shippers, installers or users or for a contractor's failure to comply with contract documents.
7. The Lighting Consultant is not responsible for the unauthorised substitution of alternatives for specified items. Others may, at their own cost, offer substitutes providing sufficient detail is supplied to enable the Lighting Consultant to make a judgement on their suitability. The Lighting Consultant does not have a responsibility to consider or accept any substitutes.



## **2 - FEE TERMS**

All fees are subject to 20% U.K. Value Added Tax.

A 20% deposit is required before work commences.

The agreed fee/s will be invoiced after the completion of each stage.

Before exceeding the agreed fee/s (due to an increase in the scope of the project, or due to changes and/or revisions after a stage has been approved), the Lighting Consultant will notify the Client to secure approval.

If consultancy on the project continues beyond the completion date then this agreement will be open for further negotiation. The assumed completion date is before end of 2019.

## **EXPENSES**

Administrative expenses incurred during the life of the project will be included in the fee. These administrative expenses will include all reasonable costs incurred including; telephone, email, photocopying, printing of drawings (for The Client and design team), stationery, postage and travel within a 20 mile radius of Chesham.

Except as specified in the foregoing paragraph, all other expenses will be itemised on invoices submitted. These include, but are not limited to; couriers, express mail services, printing of large sets of drawings for, for example, tender packages, costs of travel, subsistence and accommodation for journeys to, from and between destinations outside a 20 mile radius of Chesham, exceptional printing costs, and any other authorised exceptional expenditure. Expenses may be invoiced separately from and at different intervals from the fee invoices.

## **PAYMENT TERMS**

Invoices will be payable in Pounds Sterling. The Lighting Consultant's invoices are to be paid within 7 days.



### **3 - GENERAL TERMS OF APPOINTMENT**

1. All publicity about the project where Design Team Credits are given shall include the name of Lighting By Plum as Lighting Consultants.
2. The Lighting Consultant shall use all reasonable endeavours to maintain professional indemnity insurance in respect of any one occurrence or series of occurrences arising out of any one breach in a sum of not less than £1,000,000 provided always that such insurance is available in the market at commercially reasonable rates and without unduly onerous terms. The liability of the Lighting Consultant in respect of the performances of the Services pursuant to this Proposal shall not exceed £5,000,000 in respect of any one occurrence or series of occurrences arising out of any one breach.
3. This Proposal will remain valid for sixty days after the date it is written. If the Proposal is not accepted within that period then the Lighting Consultant reserves the right to re-negotiate it.
4. Copyright of all drawings, plans, sections, calculations and other documents of any nature provided or prepared by the Lighting Consultant for or in connection with the project and in any designs contained in them ("The Deliverables") shall remain vested in the Lighting Consultant, but subject to the Lighting Consultant having received payment of all fees and expenses, the Lighting Consultant grants to the Client a royalty-free, non-exclusive and irrevocable licence to use and reproduce all The Deliverables for any purpose whatsoever relating to the project. Lighting By Plum assert their moral rights under the Copyright, Designs and Patents Act 1988. The Lighting Consultant shall not be liable for any use of the Deliverables for any project or purpose other than that for which they were provided or prepared.
5. The Lighting Consultant will (with client permission), at their own cost, photograph the project and use the photographs for any reasonable use. Copyright of the photographs shall remain vested in the Lighting Consultant. The Lighting Consultant will, if the Client wishes, supply free of charge copies of the photographs to the Client and grant to the Client a royalty-free, non-exclusive and irrevocable licence to use and reproduce the photographs for any reasonable purpose. The Lighting Consultant shall not be liable for any use of the photographs and does not warrant that the photographs are copyright free or that the purposes the Client may use them for are acceptable to the photographer.
6. On signing of this proposal or on notice to proceed the Lighting Consultant is allowed to put text information about the project onto their web site. As the project proceeds the Lighting Consultant is allowed to put images of the Lighting Consultant's work and the work of others subject to their permission on his web site and submit it for possible publication in trade magazines etc.
7. If full payment is not received the Lighting Consultant reserves the right to stop work and any costs incurred in the recovery of the payment will be added to payment due.