

May 2023

Terms & Conditions Privacy Policy

Tyrrell Dowinton Associates

Chartered Architects

This booklet provides details of TDA's Terms & Conditions and sets out our Privacy Policy with regards to how we process your personal data.

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TERMS AND CONDITIONS

1. Duty of care

TYRRELL DOWINTON ASSOCIATES is a limited liability company registered in Guernsey with company number 40897 and whose registered office is The Barn, Rue du Dos d'Ane, Castel, Guernsey, GY5 7LA ("**TDA**"). TDA are a registered Chartered Practice with the Royal Institute of British Architects ("**RIBA**").

TDA shall exercise reasonable skill and care in conforming with the normal standards of the RIBA in performing the services as set out in the fee proposal and discharging all our obligations.

The services offered by TDA are based on the RIBA Conditions of Engagement which can be viewed www.architecture.com.

TDA will use their best endeavours to meet the agreed programme of works, but cannot accept any responsibility for costs incurred as a result of delays caused by the Client, contractor, local authorities or other third parties.

TDA are governed by the laws of Guernsey and the RIBA Code of Practice.

2. Client acceptance

Client confirmation of acceptance of the fee proposal is necessary for TDA to commence work.

3. Client's instructions

3.1 Although TDA is responsible for guiding the Client, the success of the project will depend to a large extent upon the Client's instructions and approvals being given when required to suit the project timetable. The Client therefore will provide TDA with such information and make such decisions as are necessary for the proper performance of the agreed service.

3.2 Additional charges may be made for extra work arising from changes or delays in Client instructions in accordance with clause 8.6 below.

4. Variation

Should there be a variation in the agreed scope of works TDA will identify this and may issue an additional fee proposal accordingly which will identify any fee or programme implications. All amended or additional fee proposals issued will need to be agreed by the Client before TDA progresses with any variations. TDA will endeavour to make the client aware of any potential additional fees within a reasonable period.

5. Assignment

Neither the Client or TDA shall at any time assign the benefit of their agreement or any rights arising under it without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

6. Suspension and termination

- 6.1 In the event of our appointment being suspended TDA shall be entitled to fees for all work executed at that time.
- 6.2 During such a period of suspension TDA shall be reimbursed for all expenses, and disbursements necessarily incurred under this appointment.
- 6.3 Should TDA's appointment with you be terminated at any stage of the project because you decide to:
 - 6.3.1 Relinquish your interest in the site or project to others;
 - 6.3.2 Proceed with the development without ourselves acting as your consultant Architects;
 - 6.3.3 Abandon the development for any reason;
 - 6.3.4 Terminate the appointment for any reason

then the fee due to TDA at the time of termination shall be calculated on a time and cost basis at the agreed hourly rate(s) or, in the event of no rate(s) having been agreed, at TDA's hourly rate(s) current at that time *or*, where fees are based on a fixed lump sum, as a proportion of all works carried out up to the point of termination. Such sum shall be recoverable as a debt. Use of TDAs documents and drawings in the event of termination shall be subject to Clause 9.0 below.

7. Disputes

Should a dispute arise between the Client and TDA, we will endeavour to resolve the issues amicably therefore avoiding the need for third party interventions. If such intervention is required then TDA would seek to resolve the dispute through arbitration in accordance with the Arbitration (Guernsey) Law, 2016.

8. Fees

- 8.1 The Client will pay TDA the fees and expenses set out in the fee proposal.
- 8.2 Unless otherwise agreed, invoices will be submitted monthly or, if appropriate, at programmed stages of work. Payment by instalments may be acceptable with prior written agreement but may not necessarily reflect the progress of our works and, in such cases, payment shall be made in accordance with clause [6.0] above if suspension or termination occurs.
- 8.3 Payments are due by return and TDA reserves the right to cease work on the project if fees are not paid within 28 days of the due date.
- 8.4 TDA may charge interest on any outstanding amounts at the rate of 4% per month of the payment due date. TDA will notify the client of this charge 1 week before imposing any additional fee.
- 8.5 TDA reserves the right to cease work in the case of breach of contract or the non-payment of fees.

9. Expenses & disbursements

9.1 Day to day expenses including general administration, photocopying, office costs etc, will be included in the agreed hourly rate or accounted for in TDA's fee proposal.

9.2 The following expenses may be charged directly to the Client at an additional cost:-

| | |
|--------------------|------------------|
| AO colour plot | @ £6.00 per plot |
| AO monochrome plot | @ £5.00 per plot |
| A1 colour plot | @ £5.00 per plot |
| A1 monochrome plot | @ £4.50 per plot |
| A2 colour plot | @ £4.00 per plot |
| A2 monochrome plot | @ £2.50 per plot |
| A3 colour plot | @ £3.00 per plot |
| A3 monochrome plot | @ £1.50 per plot |
| A4 colour print | @ £1.50 per plot |

9.3 General travel from the office to site is included but extraordinary travel such as air fares, boat fares, accommodation costs and out of Island expenses will be charged at cost.

9.4 Charges incurred as a result of the hire of surveying equipment may be charged to the Client at cost only. The Client will be informed of the likelihood of this on confirmation of services.

9.5 Other expenses and disbursements that may be charged include items such as:

- i. Physical models.
- ii. Site surveys, structural investigations and load tests (unless otherwise agreed).
- iii. Fees for specialist professional advice not covered by the fee proposal.
- iv. All costs relating to the engagement and payment of resident site staff.
- v. Special reports and photographs for publicity or progress records.
- vi. Letting specification, drawings, brochures.
- vii. Planning and Building Control Submission fees.
- viii. Courier charges.
- ix. Local travel costs at a rate of 45p per mile.

9.6 Any work undertaken on a time and cost basis will include direct staff costs as well as overheads costs apportioned across all technical and administrative staff.

10. Copyright

10.1 Intellectual property rights including copyright in the original work produced in the performance of the Service shall remain the property of TDA and TDA generally asserts the moral right to be identified as the author of such work.

10.2 TDA shall not be liable for the consequences of any use of information or designs prepared by them except for the purposes for which they were provided.

10.3 Photography – TDA shall obtain the consent of the Client, which consent shall not be unreasonably withheld or delayed, before publication of any other information relating to the Project, unless reasonably necessary for the performance of the Services.

11. Client feedback/post occupancy evaluation

As a practice, we continuously strive to improve upon our service and approach and as such may request Client feedback at key project stages including post occupancy evaluations on completion with the Client's consent.

12. PI Insurance

12.1 TDA holds PI Insurance to the value of £5,000,000. Liability for loss or damage exceeding this amount may incur additional charges to the Client.

12.2 No employee of TDA, including any officer or director of a company or a member of a limited liability company or any agent of TDA, shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

13. Rights of third parties

TDA's appointment shall not confer nor is intended to confer any right to enforce any of its terms on any person who is not a party to the appointment other than lawful assignees.

PRIVACY NOTICE

Tyrrell Dowinton Associates ("TDA", "we", "us", "our") is a Guernsey incorporated company.

This Privacy Notice sets out how personal data (i.e. information which directly or indirectly identifies you) is collected, processed and disclosed by us. We take the privacy and security of your information seriously and will only use such personal information as set out in this Privacy Notice.

This Privacy Notice should be read in conjunction with our main www.tda.gg Terms and Conditions and any other relevant legal notices etc.

1. The information we collect:

1.1 In the course of offering or providing services to you, or receiving services from you, we may collect information that personally identifies you. The personal data we collect may include:

- I. your name, title and contact details;
- II. your professional title and occupation;
- III. your age;
- IV. financial information;
- V. personal identifiers such as your social security number, national insurance number or tax number; and
- VI. other information you provide to us in the course of your dealings with us or which we require to provide you with our products and services.

1.2 In certain very limited cases, we may also collect what is known as "special categories" of information. This might include information pertaining to your health where, for example, we are required to have the information for the purpose of providing you with products or services.

1.3 You are not obliged to provide us with your information where it is requested, but we may be unable to provide certain products and services or proceed with our business relationship with you if you do not do so. Where this is the case, we will make you aware.

1.4 In the event that you are seeking employment or work placement with us, please refer to the 'Employment and Recruitment' section below for more information regarding how your personal data is collected and processed.

2. How we collect your data

2.1 We primarily collect your personal data from the following sources:

- 2.1.1 from information which you or your authorised representative gives to us, including but not limited to:

- I. Customer agreements, applications or other materials you submit to us during the course of your relationship with us;
 - II. your interactions with us, transactions and use of our services (including but not limited to the use of our website and email system); and
 - III. your business dealings with us, including in person, via email, telephone or as stated in our contracts with you.
- 2.1.2 personal data we receive from you or any third party sources which may include:
- I. your customers, contractors, sub-contractors or other parties engaged to work on a particular project;
 - II. your legal and/or financial advisors; and
 - III. other financial institutions who hold and process your personal data to satisfy their own regulatory requirements.
- 2.2 We may also collect and process your personal data in the course of dealing with consultants, advisors, official authorities and service providers by whom you are employed or engaged or for whom you act.

3. Why we collect your personal data:

Lawful grounds for processing

- 3.1 We are entitled to hold and process your personal data on the following lawful grounds:
- 3.1.1 the processing is necessary for our legitimate interests, provided that your interests and fundamental rights do not override those interests;
 - 3.1.2 the processing is necessary to comply with our respective contractual duties to you under the terms of our service contract with you and all supplemental agreements thereto;
 - 3.1.3 to comply with our legal and regulatory obligations of any company;
 - 3.1.4 (on exceptional occasions) where we have obtained your consent; and
 - 3.1.5 (on rare occasions) where it is needed in the public interest.
- 3.2 Some of the grounds for processing described above will overlap and there may be several grounds which justify our use of your personal data.

Inaccurate or amended information

- 3.3 Please let us know if any of your personal data (including correspondence details) changes as soon as possible. Failure to provide accurate information or to update changed information may have a detrimental impact upon the services we provide to you.

Purposes of processing

- 3.4 We may process your personal data for the purposes set out below ("**Purposes**").
- 3.4.1 communicating with you as necessary in connection with the products or services provided to you;
 - 3.4.2 supporting our IT and business applications support teams, accounting, legal, reporting, internal audit and risk management, administrative, transfer, document storage, record keeping and other related functions, including but not limited to processing personal data in connection with the services provided;
 - 3.4.3 disclosing your personal data (including identity and contact details) to any third party whose services or products are required to enable us to fulfil our contractual obligations, such as contractors, sub-contractors or suppliers;
 - 3.4.4 liaising with or reporting to any regulatory or public authority (including the police or tax authorities); and
 - 3.4.5 communicating with our professional advisers for the purposes of obtaining professional advice.
- 3.5 We will only use your personal data for the purposes for which we collected it unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.
- 3.6 If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where these are required or permitted by law.
- 3.7 To the extent that such personal data contains special category data such as, for example: data relating to health, racial or ethnic origin, political opinion, religious or philosophical belief, trade union membership or criminal data then the processing of such data shall solely be for the purpose of complying with any duty imposed on us by an enactment including, but not limited to, legislation and regulatory obligations relating to Anti-Money Laundering.
- 3.8 We will not make decisions about you based on automated processing of your personal data.

4. Sharing personal data

- 4.1 We may share your personal data with group companies and third parties (including bank, financial institution or other third party lenders, IT service providers, auditors and legal professionals) under the terms of any appropriate delegation or contractual arrangement. Those authorised third parties may, in turn, process your personal data, possibly abroad.
- 4.2 Like many international organisations, we may transfer your information to locations outside the European Economic Area (which for the purposes of this Privacy Notice includes the Bailiwicks of Guernsey and Jersey, the "EEA").

4.3 Where we transfer your information outside of the EEA, however, we will ensure that the transfer is subject to appropriate safeguards in accordance with data protection laws. Often, these safeguards include contractual safeguards. Please do contact us if you would like more information about these safeguards.

5. Retention of personal data

5.1 Your personal data will be retained for the longest of the following periods:

5.1.1 for us or any third parties to carry out the Purposes for which the data was collected or as long as is set out in any relevant agreement you enter into with us;

5.1.2 in order to establish or defend legal rights or obligations or to satisfy any reporting or accounting obligations; and/or

5.1.3 any retention period that is required by the Data Protection (Bailiwick of Guernsey) Law, 2017 and any other applicable laws or regulatory requirements.

5.2 We endeavor to store your personal data securely and in accordance with accepted market standards.

5.3 Whilst we have taken every reasonable care to ensure the implementation of appropriate technical and security measures, we cannot guarantee the security of your personal data over the internet, via email or via our websites nor do we accept, to the fullest extent permitted by law, any liability for any errors in data transmission, machine, software or operating error or any other cause.

6. Your rights

6.1 You have, under certain circumstances, the following rights in respect of personal data:

6.1.1 the right to access and port personal data;

6.1.2 the right to rectify personal data;

6.1.3 the right to restrict the use of personal data;

6.1.4 the right to request that personal data is erased;

6.1.5 the right to object to processing of personal data; and

6.1.6 where we have relied on consent to process the personal data, the right to withdraw consent at any time by contacting us via the contact details set out below.

- 6.2 You also have the right to lodge a complaint with the Guernsey Data Protection Authority and/or a supervisory authority in the EU member state of your usual residence or place of work or of the place of the alleged breach, if you consider that the processing of your personal data carried out by us or any of our service providers has breached data protection laws.
- 6.3 You may also appeal to certain courts against (i) any failure of the Guernsey Data Protection Authority to give written notice of whether the complaint is either being investigated or not being investigated and where applicable, the progress and the outcome of the investigation and (ii) a determination of the Guernsey Data Protection Authority not to investigate the complaint or a determination that a controller or processor has not breached or is not likely to breach an operative provision in connection with the complaint. The Guernsey Data Protection Authority is the Data Protection Commissioner, for which more information is available at <https://dataci.gg/>.
- 6.4 In limited circumstances we may approach you for your written consent to allow us to process certain particularly special category data or to use data for another purpose. Where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact us. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

7. Data protection manager

We have appointed a Data Protection Manager to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal data, please contact the Data Protection Manager.

8. Employment and recruitment

- 8.1 In the event that you are seeking employment with us and apply for a position or placement, we may invite you to send us your curriculum vitae. Any information you send us for the purpose of a job application will be treated by us with the greatest care for that purpose only. Upon receipt, our recruitment personnel will make an informed decision as to whether to proceed with your application and invite you to attend an interview. All of the information gathered during the application/recruitment process will be taken into account when making our decision.
- 8.2 If you are unsuccessful following assessment for the position you have applied for, we may ask if you would like your details to be retained on our recruitment records for a period of 6 months. If you say yes, we will contact you should any further suitable vacancies arise during this period. Following this time, we will securely dispose of your information in accordance with our records management procedures.
- 8.3 If you become an employee of the company, information provided by you during the recruitment process will be retained by us on your HR file for the duration of your employment plus 6 years following the end of your employment. This includes any criminal records checks, fitness to work declaration, and references.

9. How to contact us

If you have any questions about our use of your personal data, our retention procedures or our security processes, please contact our Data Protection Manager at:

Studio One
Garenne Park
Rue de la Cache
St Sampsons
Guernsey
GY2 4AE

T: 01481 259959

E: mail@tda.gg

10. Changes to this policy

This Privacy Notice is dated October 2018.

We reserve the right to amend this Privacy Notice at any time without notice, in which case the date of the policy will be revised.



Tyrrell Dowinton
Associates

Chartered Architects

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