

2.1 Role

The Lighting Architect shall provide lighting design services only for the Project.

The Lighting Architect's role is defined in this Part 2.0: Terms and Conditions together with the Areas and Services listed in Part 1.0: Scope.

It includes the design of the exterior and/or interior lighting for the Project and the specification and programming of the equipment that produces and controls it.

The role assumes that all other members of the Design Team are working in their traditional roles as defined by the Standard Form of Appointment and/or Plan of Work of the RIBA, CIBSE, RICS, RTPI, CSD, LI and other relevant professional bodies representing the various design disciplines.

Where other members of the Design Team are appointed to undertake partial services, or a scope of works that specifically excludes services that may relate to or otherwise effect the Services provided by the Lighting Architect, this shall be clearly identified by the Client.

The Client may at any time upon reasonable notice instruct the Lighting Architect to undertake Additional Services. Any such instruction shall be in writing and clearly identified by the Client.

Notwithstanding the above, and excluding when identified elsewhere, the Services assume that the lead consultants design responsibilities and duties will remain as follows:

- Architectural services including the design and production of fully co-ordinated working construction drawings, details and specifications for any aspect of the architectural design including details of mechanical fixings, bracketry, exact methods of fastening or connecting lighting equipment to the building fabric including, identification and/or design of builder's work and any co-ordination of the lighting systems with other building or services systems, or any other service or item of work defined by the Architect's Appointment and Plan of Work unless otherwise stated.
- Structural engineering services including the design and production of fully co-ordinated working structural drawings, details and specifications for and aspect of the structural design including details of mechanical fixings, bracketry and lighting columns, exact methods of fastening or connecting lighting equipment to the structure, including identification and/or design of builder's work and any co-ordination of the lighting systems with other building or services systems, or any other service or item of work defined by the Architect's appointment and plan of work unless otherwise stated.
- Electrical engineering services such as the design, specification and co-ordination of remote transformers, ballasts and other control gear and all associated secondary cabling (other than where integral to the luminaire), design of the electrical distribution system including main circuits and sub-circuits including those that relate to the engineering the lighting control systems, design and specification of emergency or security lighting, cable sizing, general circuitry drawings associated with the lighting design, co-ordination with existing power or ventilation systems, associated builder's work, co-ordination of the lighting systems with other building services or systems or any other service or item of work defined by the Electrical Engineer's appointment and plan of work unless otherwise stated.
- Cost consultancy, quantity surveying or project management services including provision of cost plan information, preparation of detailed cost reports, preparation of detailed programmes of work, costing of wiring, builder's work, duct work, electrical distribution, calculation or take-off of quantities from schedules or drawings, organisation or minutes of meetings, general project management, advice on procurement routes, or any other service or item of work defined by any cost consultants or project manager's appointment and plan of work unless otherwise stated.

The information to be supplied by the Client prior to the Lighting Architect beginning work on the project shall specifically include:

- Brief (to be agreed with the Lighting Architect)
- Budget (for lighting equipment only)
- Programme (to completion of the project)
- Clients Invoice Payment Requirements and Protocol
- Purchase Order No. if applicable
- List of Design Team (i.e. project directory)
- Any requirement to conform or adapt to client systems/working methods
- Any other matters specifically relating to the Lighting Architect's role and services provided on the project.

2.2 Notes, Definitions, Interpretation and Methodology

a) Notes

The following important notes apply to this appointment:

- This proposal assumes that the Lighting Architect's information does not formally become construction information; rather it is to be fully co-coordinated and incorporated into the Architect's (or other Lead Designer) and Electrical Engineer's final construction information.
- The Lighting Architect retains full design responsibility for the lighting design as illustrated by the drawings, specifications and details as supplied as long as all changes arising from the coordination of the lighting scheme into the fabric, structure or services, or any subsequent changes due to construction activity, are formally notified to the Lighting Architect in good time and in so far that that the Lighting Architect is provided with the necessary drawings, specifications and details of the final construction issue for the lighting design for comment and checking.
- Any revisions required to the Lighting Architects drawings, specifications or details after their final formal issue will be deemed to be an 'Additional Service' under the terms of this agreement.
- The lead designer will identify an individual within their organisation who will be responsible for liaising with the Lighting Architect on a day-to-day basis.
- It is assumed that drawings provided for the use of the Lighting Architect will be in a ready to use format (.dwg or .dxf) such that no work is required by the Lighting Architect to prepare them. In the event that the Lighting Architect is required to spend time preparing the backgrounds for drawings such that they can be properly employed for the preparation of the lighting information charges will be made in accordance with 1.3 of this Appointment.
- Where the Lighting Architect is required to work on a project based documentation and repository system such as BIM, A-Site, Project Net or other proprietary networked system this shall be notified by the Client at the outset of the project such that the fee can be adjusted to account for additional time required for training, uploading and downloading of information.
- This proposal assumes that the Architect (or other lead designer), and Electrical Engineer, maintain their usual role and responsibility for the co-ordination of the design and supervision of the lighting installation on site. Stage IV information is for use by the Architect and Electrical Engineer in the preparation of the construction/tender documentation. The Lighting Architect's drawings, specifications and other information is not to be issued direct to the Contractor as tender or construction information.
- The Lighting Architect must be issued with a properly coordinated programme for the final commissioning of the lighting system within a reasonable period of the final period for focusing and programming.
- It is assumed that the Architect, Mechanical and Electrical Engineer and/or the Main Contractor will maintain their normal roles in administering the Contract on site and that all instructions related to the lighting scheme as may be required to be issued to the Contractor will be issued through the Contract Administrator.
- The Lighting Architect is not responsible for the co-ordination of RFI's or Design Change Orders.
- Where design changes are required to be carried out as a result of changes to the scheme by the Client, Architect or others and additional or abortive work associated with such changes will be charged as extra.
- The Electrical Contractor will supply personnel to assist with the Review, Focusing and Programming of the Lighting Scheme in compliance with any local legislation and union agreements. The focusing will be carried out by the Contractor in accordance with the Lighting Architect's instructions.
- The lighting installation will only be focused and programmed when all the lighting is Practically Complete' i.e. fully installed and operational to all areas in strict accordance with the requirements of the Contract Documentation. This includes all lamps, luminaires and accessories being installed as specified and all control systems, where employed, fully commissioned by the manufacturer with all lighting circuits correctly installed, labelled and operational.
- It is assumed that the controls manufacturer and electrical sub-contractor will be present during the programming of the lighting system.
- In the event of the Lighting Architect visiting site for the meetings defined in Stage V of this Appointment and being unable to complete their work additional charges will be made in accordance with Part 4.0 of this Appointment.

b) Definitions

The following definitions apply to terms and phrases used throughout this Appointment:

Additional Fees has the meaning ascribed in clause 3.2;

Additional Services has the meaning ascribed in clause 3.2;

Appointment means the agreement between the client and the Lighting Architect for the appointment of the Lighting Architect as Lighting Architect for the Project incorporating the terms of appointment set out in this letter;

Architect means such person or firm appointed by the Client or the Contractor to act as architect or lead designer for the Project.

Lighting Budget means the cost of the lighting equipment as identified by the client or the client's cost consultants.

Contractor means the building contractor employed or to be employed by the Client to undertake the works of construction of the Project.

Design Team means the Lighting Architect, the Architect, the Electrical Engineer and any other design professionals appointed by the Client and/or the Contractor to undertake any design of or for the Project.

Electrical Engineer means such person or firm appointed by the Client or the Contractor to act as the electrical engineer for the Project.

Expenses has the meaning ascribed in clause 3.3.

Fees means the fees for the Services payable by the Client in accordance with the terms of this Appointment.

Final Lighting Details means a drawing that defines the location and intent with respect to a specific lighting detail to be incorporated and worked up into final construction detail by others and includes full dimensional information, indication of materials (as applicable) and generic installation requirements.

Final Lighting Layouts means hand-drawn or CAD based diagrams showing the general arrangement of luminaires and other lighting equipment marked up onto negatives prepared by others and includes setting out and dimensional information, fixture and channel references on a point by point basis.

Final Lighting Equipment Specification means the schedule of luminaires, lamps and associated equipment that defines the type, source, power and other requirements including suggested specification, manufacturer's reference, dimensional information, colour, finishes and other relevant installation information and notes, together with specification clauses to be incorporated into the contract documentation.

Lighting Architect means Speirs and Major Associates Limited

Lighting Calculations means the lumen method calculations or computer generated plots prepared by the Lighting Architect or on behalf of the Lighting Architect by Third Party suppliers, manufacturers. Lighting calculations do not extend to full, three dimensional modelling, Lightscape models, Radiance models or similar methods of determining lighting levels.

Materials means all sketches, written descriptions, images, working drawings, renderings, specifications, digital presentations, reports and models and any other documents and drawings prepared by the Lighting Architect in connection with the Project.

Preliminary Control Intent means a general statement of intent as to the manner in which the lighting control system is to be employed including reference to the user interface and programming and including provision of a schedule defining logical channels and zoning arrangements, power and data requirements and load type.

Preliminary Lighting Details means a sketch or diagram that defines the location and intent with respect to a specific lighting detail to be incorporated and worked up into final construction detail by others and includes full dimensional information, indication of materials (as applicable) and generic installation requirements.

Preliminary Lighting Equipment Schedule means a schedule of luminaires, lamps and associated equipment that defines the generic type, source, power and other requirements without recourse to identification of a specific manufacturer;

Parties means the Client and the Lighting Architect;

Preliminary Lighting Layouts means hand-drawn lighting layouts showing the general arrangement of luminaires and other lighting equipment marked up onto negatives prepared by others;

Project Planning means the initial planning for the Project including attending briefing sessions, initial meetings with the Client and the other members of the Design Team, negotiation of this Appointment, defining the scope of the Services and setting up internal systems in order to administer this Appointment.

Revisions and Variations where the Lighting Architect is required to re-design or carry out additional work as the result of substantial changes to the overall scheme such work will be deemed to be additional to that outlined within this document.

Services has the meaning ascribed in clause 2.0 of this Appointment

Site As specified in the Memorandum of Agreement

Sketch Design Details means sketch drawings that define the location and intent with respect to a specific lighting detail to be incorporated and worked up into final construction detail by others;

Programme means the timetable or schedule for the Services setting out the key dates for the completion of various tasks by the Lighting Architect and for the provisions of information by the Client.

Travel means car mileage, car hire, taxi, rail, metro/underground rail, bus and air travel undertaken by the Lighting Architect(s) in connection with the Project.

Upper Estimated Maximum Fee Limit means the maximum of on Fee that will not be exceeded by the Lighting Architect without verbal or written instruction from the Client and/or their representatives.

c) Interpretation

In this Appointment words in the singular may include the plural and vice versa and words in any gender shall include any other gender. A reference to any act of Parliament or statutory instrument or any other primary or delegated legislation having the force of law in England and Wales shall be deemed to include any subsequent amendments or re-enactments and to any replacement or additional legislation covering the same or substantially similar subject matter. Headings shall not form any part of or affect the interpretation of this Appointment.

d) Methodology

(i) Co-ordination

The co-ordination of the lighting systems into the general fabric of the building remains the responsibility of the Architect. The requirement for the co-ordination of the lighting systems into the general electrical and lighting systems remains the responsibility of the Electrical Engineer. The Lighting Architect will work with such Parties and others solely to assist with this process.

(ii) Custom fixtures

Custom fixtures are non-standard light fittings or related equipment that require design and development i.e. non-catalogue items. The requirements for the design and development of custom fixtures vary according to their nature. It is not possible to identify the quantity and scope of such items at the early stage of a project. In all cases the Lighting Architect will develop such items in several stages as follows:

Concept	Development of idea including presentation of form and lighting principle, using sketches and models where applicable for approval.
Development	Further development of product as a general arrangement sketch drawing identifying where applicable basic performance criteria. This stage may include initial consultation with manufacturers.
Production	Production of final information for pricing and tender purposes including update of general arrangement drawing where required and production of detailed performance specification.
Tender	Assistance with tendering of product and evaluation of returns.
Prototyping	Liaising with manufacturer including factory visits, commenting on shop drawings and specification, and attendance at prototyping and testing stage.
Installation	Attendance on site and assistance with final evaluation of product for compliance with contract drawings and specification.

The design and development of custom lighting products is an Additional Service for which Additional Fees will be charged in accordance with Part 1.3 of this appointment.

(iii) Daylight and Sunlight Testing

Daylight and sunlight testing will be conducted as identified by the Lighting Architect at Third Party facilities which will be booked on behalf of the Client. The cost of preparing and providing models, the hire of the test facility and on-site technical staff, travel costs and accommodation will be charged direct to the Client. Test facilities will include the Heliodon and Artificial Sky at the following establishments:

The Bartlett School of Architecture
University College London
(Torrington Place Site)
Gower Street
London WC1E 6BT

(iv) Key Presentations

It is assumed for the purposes of assessment of resources and fee calculation purposes that all meetings are to be held in the locations as specified. Wherever possible the Lighting Architect is to be given no less than ten working days notice of the requirement for a key presentation.

(v) Meetings

It is assumed for the purposes of assessment of resources and fee calculation purposes that all meetings are to be held in the locations as specified. Wherever possible the Lighting Architect is to be given no less than three working days notice of the requirement for a meeting.

(vi) Presentation materials (electronic)

Presentation materials will be at the discretion of the Lighting Architect. It is assumed for the purposes of this document that most presentation will be made by PowerPoint or a similar digital presentation technique, copies of which may be supplied in [PDF.] format.

(vii) Special Renderings

Notwithstanding presentation techniques employed at the discretion of the Lighting Architect to explain ideas and concepts all hand drawn visualisations, night time perspectives, special renderings, Photoshop images, Lightscape models, animations, may be carried out through the Lighting Architect's in house facilities or by Third Parties by special arrangement. The cost for the production of such items is an Expense and will be charged to the Client. If any renderings, sketches or other images prepared by the Lighting Architect are employed by the Client for marketing purposes the Lighting Architect reserves the right to charge a licence fee for their use.

2.3 General Terms of Appointment

a) General

- (i) When maximum electrical lighting loads permitted are determined by others, the Lighting Architect will not commence any layouts in Stage III until written information is received defining these loads, or be responsible for, or assume the cost of, any re-design resulting from errors in such calculations performed by others. Should the Lighting Architect not be informed then any re-design will be subject to Additional Fees.
- (ii) The Lighting Architect has in place and shall maintain professional indemnity insurance in the maximum sum of £2,000,000 for each and every claim arising out of the same or original cause or source. This cover will be maintained for a maximum period of six years from the completion of the Services provided such insurance remains available on commercially reasonable rates and terms.
- (iii) The Lighting Architect is not responsible for any changes (including, but not limited to, variations in layouts, quality and quantity of luminaires, substitutions of manufacturers in his final drawings and specifications) made by others unless approved by the Lighting Architect.
- (iv) The Lighting Architect will not be responsible for errors in information and data, equipment failures or delays caused by manufacturers, contractors, shippers, installers or users.
- (v) The Lighting Architect is not responsible for a contractor's failure to carry out the construction in a workmanlike manner or in accordance with the Lighting Architect's designs and specifications and/or manufacturers' recommendations.

b) Lighting Architect's Obligations

- (i) The Lighting Architect shall in providing the Services exercise reasonable skill and care in conformity with the normal standards to be expected of a suitably qualified and experienced Lighting Design Professional as recognised by the International Association of Lighting Designers (IALD) or the Professional Lighting Designers Association (PLDA) and shall act on behalf of the Client in the matters set out in or necessarily implied by the Appointment.
- (ii) The Lighting Architect shall at those points or dates determined by the Programme obtain the authority of the Client before proceeding with the Services unless otherwise agreed and shall make no material alteration to or omission from the Services without the knowledge or consent of the Client except in the case of an emergency when the Lighting Architect shall inform the Client without delay.
- (iii) The Lighting Architect shall inform the Client on it becoming apparent that the Services and/or Fees and/or any other part of the Appointment and/or any information or approvals that need to be varied. The Lighting Architect shall confirm in writing any agreement reached.
- (iv) The Lighting Architect shall at all times comply with the CDM Regulations and co-operate with the Planning Supervisor in their capacity as planning supervisor.

c) Client's Obligations

- (i) The Client will name the person who shall exercise the powers of the Client and through whom instructions shall be given to the Lighting Architect.
- (ii) The Client shall provide the Lighting Architect with such information as the Lighting Architect shall reasonably and necessarily request for the performance of the Services. All such information shall be provided free of charge and at such times as to permit the Lighting Architect to comply with the Programme. The Client accepts that the Lighting Architect will rely on the accuracy, sufficiency and consistency of the information supplied by the Client.
- (iii) The Client will advise the Lighting Architect on the relative priorities of their requirements, the Budget and the Programme and shall inform the Lighting Architect of any variations to any of them.
- (iv) The Client shall give such decisions and approvals as are necessary to enable the Lighting Architect to comply with the Programme. The Client acknowledges that the Lighting Architect does not warrant the work or products of others nor warrants that the Services will or can be completed in accordance with the Programme.

d) Assignment and Subcontracting

- (i) Neither Party shall assign the whole or any part of the benefit or in any way transfer the obligation of the Appointment without the consent of the other in writing.
- (ii) The Lighting Architect shall not subcontract any of the Services without the consent in writing of the Client which consent shall not be unreasonably withheld or delayed.

e) Programme

The Lighting Architect's work will be completed according to the Programme agreed with the Client and/or their agents.

f) Records

The Lighting Architect shall maintain records of all Expenses and where applicable, time records of its employees engaged in providing the services and shall make these available to the Client on reasonable request.

g) Suspension, Resumption and Termination

- (i) The Lighting Architect shall give reasonable notice in writing to the Client if there are any circumstances which make it impracticable for the Lighting Architect to carry out any of the Services in accordance with the Programme.
- (ii) The Client may suspend the performance of any or all of the Services by giving reasonable notice in writing to the Lighting Architect.

Speirs and Major Associates
Standard Form of Lighting Appointment

- (iii) In the event of the Client being in default of payment of any Fees, Expenses and/or other sums due under the Appointment the Lighting Architect may suspend the performance of any or all of the Services by giving not less than 7 days notice to the Client in writing. If the Lighting Architect has not been given instructions to resume any suspended Services within six months from the date of suspension the Lighting Architect shall request in writing such instructions. If written instructions to resume the performance of the Services within a reasonable period have not been received within twenty-eight days of the date of such a request, the Lighting Architect shall have the right to treat the Appointment as terminated.
 - (iv) The Appointment may be terminated by either Party on the expiry of reasonable notice in writing.
 - (v) Should the Lighting Architect through death or incapacity be unable to provide the Services the Appointment shall thereby be terminated.
- h) Consequences of Suspension or Termination**
- (i) On suspension or termination of the Appointment the Lighting Architect shall be entitled to, and shall be paid, the Fees for all Services provided to that time apportioned as necessary and to all Additional Fees and Expenses reasonably incurred to that time.
 - (ii) During any period of suspension the Lighting Architect shall be reimbursed by the Client for expenses, disbursements and other costs reasonably incurred as a result of the suspension. [On the resumption of a suspended Service within six months, fees paid prior to resumption shall be regarded solely as payment on account of the Fees].
 - (iii) Where the Appointment is suspended or terminated either by the Lighting Architect or the Client on account of a breach of the Appointment by the Client the Lighting Architect shall be reimbursed by the Client for expenses, disbursement and other costs reasonably incurred as a result of the suspension and any resumption or termination.
 - (iv) Without prejudice to the foregoing, termination of the Appointment shall be without prejudice to the accrued rights and remedies of either Party.
- i) Rights of set off**
- The Client may not withhold or reduce any sum payable to the Lighting Architect under the Appointment by reason of claims or alleged claims against the Lighting Architect. All rights of set off which the Client may otherwise exercise at common law are hereby expressly excluded.
- j) Copyright**
- (i) Copyright and any other design rights in all Materials shall remain the property of the Lighting Architect. Subject to the payment of all Fees and Expenses due under this Appointment, the Lighting Architect hereby grants to the Client an irrevocable, non-exclusive licence to use and reproduce any of the Materials provided that such Materials are used solely in connection with the Project. The Client will only be permitted to grant sub-licences to Third Parties with the consent of the Lighting Architect.
- k) Confidentiality and Publicity**
- (i) The Parties will keep confidential and not disclose to any person or use any confidential information or any technical operational administrative or business information relating to the other Party or the Project without the other Party's prior written authority.
 - (ii) The Client agrees that any publicity or advertising of or about the Project in any medium where Design Team credits are given shall include the name of 'Speirs and Major Associates' as being Lighting Architects for the project.
 - (iii) The Parties shall take all reasonable endeavours to ensure that their employees comply with this clause 5.11.
- l) Governing Law**
- The application of this Appointment shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English Courts.
- m) Disputes**
- (i) Either Party may at any time refer any dispute or difference arising between the Parties under or out of or in connection with this Appointment to adjudication by serving on the other in writing a notice setting out the nature and a brief description of the Dispute and the nature of the redress or the remedy sought. The Parties agree that any adjudication will be carried out pursuant to the Model Adjudication Procedures published by the Construction Industry Council current at the time of the reference.
 - (ii) The Adjudicator shall be, if not otherwise agreed within 2 days of the written request of either Party, the person nominated by the President or Vice President of the [Royal Institution of Chartered Surveyors.]
 - (iii) Where any Dispute has been referred to adjudication Court proceedings may not be commenced until after the Party commencing such proceedings shall have received a determination in respect of the Dispute from the adjudicator. In any such proceedings, the Court shall have full power to open up, vary, review and revise any decision, instruction, direction, valuation, requisition or notice given or made under this Appointment and any determination of an adjudicator.
- n) Third Party Rights**
- The Parties hereby confirm that notwithstanding any other provision of this Appointment the Appointment shall not and shall not purport to confer on any Third Party any right to enforce any term of the Appointment for the purposes of the Contracts (Rights of Third Parties Act 1999).