

HLEO

ARCHITECTURE&MORE

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Studio Hleo Limited [2026] General Terms and Conditions

29.04.2026 - REV C

STUDIO HLEO - GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereafter T&Cs and Terms and Conditions) are intended to form part of the formal Proposal and Agreement between Studio Hleo Limited (hereafter Studio Hleo) and the Client, with the Client's details provided within the Cover Letter.

A list of terms and definitions is provided at the end of the document for clarification.

1. Agreement Structure and Governing Law

1.1 The Agreement incorporates:

- i) the terms of the Cover Letter;
- ii) the terms of the Fee Proposal
- iii) the terms of this Terms and Conditions document;
- iv) the terms of the Professional Services Contract

1.2 In the event of any inconsistency between all terms, these General Terms and Conditions shall take precedence. Followed by the terms of the Cover Letter and terms of the Fee Proposal and then the terms of the Professional Services Contract. Where none provides sufficient clarity, the parties agree to resolve any ambiguity in writing prior to the appointment of Studio Hleo.

1.3 This agreement shall be governed and construed in all respects in accordance with the laws of England.

2. Responsibilities and Professional Standards

2.1 Studio Hleo will use all reasonable skill and care in the performance of the services in accordance with the standards of a reasonably competent professional in the field of architectural design. Studio Hleo will only be liable in the event that there is a breach of this obligation.

2.2 Studio Hleo shall maintain professional indemnity insurance to cover any liabilities arising under this Agreement. It is a condition of Studio Hleo's appointment that Studio Hleo's total liability under or in connection with this agreement, whether in contract, tort (including negligence) or otherwise shall be limited to an Indemnity Cap of GBP 500,000.00, exceeding the minimum requirement of cover set out by the ARB of GBP 250,000.00.

2.3 Studio Hleo's liability shall be limited to a fair share of the Client's losses, based on the extent to which Studio Hleo is responsible for those losses.

2.4 Studio Hleo's liability under this Agreement shall continue for a period of six (6) years from the date of completion of the Services. This aligns with the statutory limitation period for contracts not executed as deeds. Studio Hleo maintains appropriate professional indemnity insurance to cover this period, in line with its obligations under applicable codes of professional conduct.

2.5 The Client shall maintain appropriate insurance for the site and all building works, including during construction, and Studio Hleo shall have no liability for any damage, loss, or interruption arising from events beyond its control.

2.6 All timelines are approximate due to potential external and internal contributing factors. However, Studio Hleo will do the utmost to maintain agreed timelines and where delays occur or become likely, will communicate with the Client in writing to propose a revised approach and timeline.

2.7 Studio Hleo will collect, store, and process personal data provided by the Client in accordance with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Client data will only be used for the purposes of administering and delivering the services and will not be shared with third parties unless required for the execution of the services or by law. Studio Hleo will take reasonable steps to ensure that any personal data is kept secure and confidential.

2.8 Studio Hleo is registered with the ICO - Information Commissioner's Office and holds a Data Protection Registration Certificate to ensure appropriate Data Protection as outlined in the point above.

3. Fee Proposal and Project Scope

3.1 It is important that Clients who engage Studio Hleo understand that they are buying into a process and not buying a product or series of products/deliverables. Whilst Studio Hleo follows the structure of the RIBA Plan of Work, the stages given in the RIBA Plan of Work and Fee Proposal are to be seen as guidelines rather than strict stages of deliverables. At times, Studio Hleo may need to commence, omit, add, or re-sequence deliverables outside of the current stage boundaries in order to support the overall delivery of the project and maintain programme timelines. This shall not constitute any reduction, increase, or variation to the fees allocated to each stage.

3.2 This process starts with the initial briefing and discussions about the Client's specific requirements, and it ends with the completion of all building works and fitting-out works.

3.3 As architectural designers Studio Hleo has a duty of care to see projects through from start to finish and to oversee the building works, ensuring they are completed to the high standards required.

3.4 The fee proposal will remain valid for a period of 3 months from the date of the cover letter.

3.5 The 'Total Project Cost' is defined as the total cost of the project to the Client as far as this can be defined, including investigations and enabling works, amounts paid to all Contractors and Sub-Contractors, liquidated damages, cost of labour and materials as well as the estimated cost of work designed but not built, and excluding VAT, professional fees and financing.

3.6 Any variations in the scope will be agreed upon in writing after discussing the changes to time and costs. If the timing changes from those set out in the Fee Proposal and Professional Services Contract, then the costs may also change. If a decision is made to terminate the appointment of Studio Hleo, Studio Hleo will invoice for all costs incurred on the project up to that point plus all reasonable winding-up costs associated with termination. [For termination details, please see clauses under section 6 in this T&Cs document]

3.7 In the event the scope of work is changed to reduce the total project cost after completion of the concept design, Studio Hleo reserves the right to charge for design services on the basis of the estimated or tendered cost of the designed scope of work and to charge for additional and unforeseen work on a time charge basis [please also see clause 4.18 of this T&Cs document].

3.8 If the original fee is stated to be paid on a Fixed Fee basis, it is based on the assumption/criteria set out in the Fee Proposal and Professional Services Contract at the time of appointment. Should one or more of these assumptions/criteria change materially during the project, the fee shall be adjusted by such sum as is fair and reasonable. This would result in an additional fee which will be charged using the same resource-based calculation as has been used to originally quote for the project. This will be communicated in writing to the Clients in a timely manner. Its purpose is to protect the Client and Studio Hleo from the increased risk of a higher value project.

4. Fees, Invoices, and Payment Terms

4.1 All fees state whether VAT is included or excluded. Studio Hleo is VAT registered - VAT is applicable.

4.2 All sums of all local taxes, duties, stamps, and imposts, are exclusive of VAT and will be added as appropriate.

4.3 Time-based rates are subject to review each year on 1st July.

4.3 Disbursements and expenses will be charged separately at cost unless the Fee Proposal indicates they are included in the fees.

4.4 All invoices are submitted and due for payment at the commencement of each stage outlined within the Fee Proposal and clarified within the Payment Schedule within the Professional Services Contract.

4.5 Studio Hleo will notify the Client prior to the commencement of each stage outlined in the RIBA Plan of Work.

4.6 Project work stages may overlap organically. Clients will be liable for the proportion of work completed within each applicable stage, regardless of whether stages run concurrently.

4.7 If work is required or requested from a future stage and is carried out during an earlier stage, the Client will be invoiced in advance for the relevant proportion of that future stage. This amount will then be deducted from the final invoice when that stage formally commences. Undertaking such work early does not constitute the formal commencement of the future stage.

4.8 Studio Hleo reserves the right to commence work on subsequent stages without direct written instruction from the Client, where it is necessary to maintain the overall progress of the project.

4.9 Payment shall become due upon issue of our invoice and the final date of payment shall be (seven) 7 days after the invoice date.

4.10 Studio Hleo operates on (seven) 7-day payment terms for invoices to support smooth project delivery. While this is Studio Hleo's standard practice, it does not override the Client's rights under the Consumer Rights Act 2015 to pay within a timeframe that is fair and reasonable. In line with general practice, Studio Hleo considers a maximum of (thirty) 30 days to be a reasonable period for payments. Prompt payment within (seven) 7 days is strongly encouraged to avoid delays and maintain project momentum.

4.11 In accordance with the Housing Grants, Construction and Regeneration Act 1996 (as amended), the Client shall be entitled to issue a 'Pay Less Notice' if they intend to pay less than the amount stated in any payment notice or invoice issued by Studio Hleo.

4.12 To be valid, the Pay Less Notice must:

- be in writing;
- clearly state the amount the Client considers to be due at the date of the notice;
- set out the basis on which that amount is calculated; and

- be served no later than five (5) days before the final date for payment (which would be after a maximum (twenty-five) 25 days after issue of the invoice) of the relevant amount.

4.13 If the Client fails to issue a valid Pay Less Notice, including all above-mentioned aspects, and within the timeframe prescribed above, the full amount stated in Studio Hleo's payment notice or invoice shall become due and payable on the final date for payment.

4.14 For unpaid invoices interest will be added at the rate of (eight) 8% per annum over the Bank of England base rate to all amounts/ invoices remaining unpaid after (thirty) 30 days.

4.15 On the (thirty-first) 31st day of non-payment for invoices, Studio Hleo reserves the right to charge a penalty fee of £1000 for the administration required for a winding-up procedure and preparation of Dispute Resolution [see clauses under section 11 of this T&Cs document for Dispute Resolution details].

4.16 If the Client fails to make payment in accordance with these terms, Studio Hleo may, upon (seven) 7 days' written notice to the Client, suspend the performance of the service until such amounts are paid in full.

4.17 Studio Hleo shall have no liability for delay or damage caused by such suspension.

4.18 All variations to the project fees, including hourly charges associated with any additional and/or unforeseeable works will be made payable at the end of each stage of the RIBA Plan of Works once all costs, expenses and disbursements have been reviewed. Unforeseeable works shall include those which could not reasonably have been anticipated at the time of Agreement and which are not within the original scope of work described within the Fee Proposal, Cover Letter and Professional Services Contract.

4.19 Any additional services required will be contracted under a separate form of contract in line with the services requested, and as such all scope of works, payment schedules and Terms & Conditions of said appointment will be in addition to this Agreement.

5. Communication and General Clauses

5.1 Studio Hleo encourages Clients to discuss any of the points raised in the T&Cs and to seek clarification if they have any queries or concerns regarding any of the Terms and Conditions. Studio Hleo is always willing to discuss the Client's views and talk matters through, in order to reach an agreement regarding the services to be provided and the fee structures relating to those services.

5.2 Before Studio Hleo commences work on a project, they require Clients to agree to these Terms and Conditions.

5.3 Studio Hleo will endeavour to respond to any correspondence enquiry and/or request for information within (five) 5 working days, however, Studio Hleo will not be liable for any delays caused and/or cost incurred should the response take longer to research, form and deliver on any project.

5.4 Studio Hleo operates a (four) 4-day working week, Monday to Thursday.

5.5 Studio Hleo shall not be liable for any delays caused by the Client's failure to provide timely instructions, approvals, or access to required project information. Clients have an obligation to keep Studio Hleo informed in writing, if they want to progress, suspend or terminate [please also refer to clause 6 in this T&C's document] the contract at any point.

6. Termination and Suspension

6.1 If the Client wishes to terminate the contract, they must provide written reasoning for the termination. Such termination may only take place at either the start or completion of a project stage, as defined in the terms of the (four) 4 documents referenced in clause 1.1 of this Terms and Conditions document.

6.2 At the point of termination, Studio Hleo reserves the right to claim full payment for all services rendered in accordance with the payment terms set out above. If it cannot be avoided, and if termination occurs between project stages, Studio Hleo shall be entitled to charge for the portion of work completed within the current stage up to the date of written notice of termination.

6.3 Should project works need to be suspended, the Client would need to provide written reasoning for the suspension of services in a timely manner.

6.4 Upon receiving this written confirmation Studio Hleo reserves the right to issue an invoice for works carried out up to date within (five) 5 working days of receipt of written confirmation.

6.5 For details regarding Studio Hleo's intellectual property (IP) and copyright in the event of service termination, please refer to Clauses 7.6, 7.7, and 7.8 of this Terms and Conditions document.

6.6 The Terms and Conditions shall survive the completion of Studio Hleo's services on this project and the termination of services.

7. Copyright and Intellectual Property

7.1 Our Agreement is the copyright of Studio Hleo, is confidential, and shall only be used for the purpose of considering its terms.

7.2 No term of this Agreement confers on any third party any benefit or any right to enforce any term of this Agreement.

7.3 The work we produce on our building projects, namely the drawings, diagrams, specifications, and schedule are referred to as our 'materials'. These 'materials' are produced for the sole purpose of facilitating the building project, the construction work and the fitting-out of the building for our Clients.

7.4 Copyright, design rights and all other intellectual property rights (IPR) generated by Studio Hleo in connection with 'materials' shall be vested in Studio Hleo. The Client shall have a non-exclusive royalty-free licence to use such IPR for the purposes contemplated by the parties at the time of the Agreement.

7.5 The copyright of 'materials' belongs to Studio Hleo and remains so during the building project and beyond. When Clients pay Studio Hleo's fees for producing the 'materials', they do not acquire the copyright, nor do they have the automatic right to use the drawings without Studio Hleo's further involvement in the project.

7.6 In the event the Client terminates Studio Hleo's involvement prior to project completion, the Client's right to use any 'materials', drawings, specifications, or other materials is revoked unless otherwise agreed in writing and subject to a (below mentioned) separate licence fee.

7.7 Clients should be aware that Studio Hleo only takes on projects in which engagement is provided for all stages, taking the projects through to their final completion. In the circumstance that a Client chooses to terminate Studio Hleo's involvement during the project, and yet wishes to continue with Studio Hleo's proposal, thereby using Studio Hleo's 'materials', a one-off payment can be made by the Client in lieu of assigning all relevant copyright licenses. In the event this is requested within 3 months from the date of the termination of this Agreement, such a fee would be charged at (twenty) 20% of the total project fees and typically reflects the value of the licence.

7.8 There will be an additional 'Unarchiving Fee' of £500 to the above 20% payment, if the Client decides to continue the project without Studio Hleo's further involvement after 3 months of termination of this Agreement.

7.9 Each party agrees to treat all commercially sensitive information disclosed during the course of the project as confidential and not

to disclose such information to any third party without prior written consent unless required by law.

8. Photography and Marketing Rights

8.1 Photographing completed projects is an important aspect of Studio Hleo's work, allowing for accurate records of projects. It also enables Studio Hleo to keep their portfolio and website, marketing material and Social Media up to date.

8.2 Studio Hleo therefore reserves the right to photograph all completed projects. If Clients do not want their completed property to be photographed, it is the Client's responsibility to make this known at the outset of the project. Unless made aware, in writing, of the Clients' unwillingness for their property to be photographed, Studio Hleo will assume permission to photograph the property on completion of the project.

8.3 Studio Hleo will not photograph any personal items, family members, or internal areas identified by the Client.

9. Referrals, Introductions and Appointments

9.1 Any products, materials, specialist design items and services that are referred by Studio Hleo to Clients will be deemed as 'introductions' and/or 'referrals'. In this case, Studio Hleo may receive a predetermined fee from these suppliers or service providers.

9.2 Should Clients wish for these fees to be made clear and true based on their specific project scope they will need to request this information in writing from Studio Hleo. If Clients don't raise this enquiry prior to the commencement of construction, it will be considered by Studio Hleo that the Clients are willing to proceed with the introductory/referral fees in principle and don't see it necessary to enquire about the specific figures related to their project. Referral fees paid to Studio Hleo are not expected to increase project costs and are typically accounted for within supplier/contractor pricing.

9.3 Where third-party consultants (e.g. Structural Engineers, M&E consultants, Party Wall Surveyors) are required, or contractors are involved, they shall be appointed directly by the Client unless otherwise agreed or referred to the Client by Studio Hleo. Studio Hleo shall not be liable for the performance or omissions of such consultants, even if they were referred to the Client by Studio Hleo.

10. Force Majeure

10.1 Studio Hleo shall not be held liable for any delay or failure in performance of its obligations under this Agreement where such delay or failure is caused by circumstances beyond its reasonable

control ("Force Majeure"). This includes, but is not limited to, acts of God, pandemics (including COVID-19 or similar future outbreaks), epidemics, government restrictions, local authority delays, extreme weather, fire, flood, or labour shortages due to illness or quarantine.

10.2 In such circumstances, any time frames set out in this Agreement shall be deemed approximate and may be adjusted to reflect a realistic schedule, taking into account the impact of the Force Majeure event and any restrictions being placed on Studio Hleo by the government and or/local councils. Studio Hleo will make every reasonable effort to notify the Client of any expected delay, communicate with the Client and propose a revised time line where possible.

11. Dispute Resolution

11.1 In the event of any dispute arising out of or in connection with this Agreement, the terms of the (four) 4 documents referenced in clause 1.1 of this Terms and Conditions document, the following procedure is set out:

11.2 The parties shall attempt, promptly and in good faith, to resolve the dispute.

11.3 If the dispute cannot be resolved by negotiation (directly through in-person conversations and meetings, emails or written negotiation) within (thirty) 30 days,

11.4 the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed in writing:

- Each party shall bear its own legal and professional costs; and
- The fees and costs of the mediation shall be shared equally between the parties.

11.5 For invoice disputes the timeframe for the above negotiation starts from the (thirty-first) 31st day of non-payment of Studio Hleo's invoice.

11.6 If the dispute is not resolved by mediation within a reasonable time (not exceeding (ninety) 90 days from the start of mediation), either party may initiate court proceedings. The courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Agreement.

12. Entire Agreement

12.1 This Agreement, in connection with the terms of the (four) 4 documents mentioned under 1.1 of this T&C's document constitutes the entire Agreement between Studio Hleo and the Client in rela-

tion to the Services and supersedes any and all prior discussions, correspondence, understandings, representations, or agreements, whether written or oral. No variation of this Agreement shall be effective unless agreed in writing and signed by both parties.

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out below:

Agreement – The formal proposal made by Studio Hleo to the Client comprising these Terms and Conditions and the terms of the (four) 4 documents referenced in clause 1.1 of this Terms and Conditions document.

Client – The person, company, or organisation who commissions services from Studio Hleo under this Agreement.

Studio Hleo – Studio Hleo Limited, a company registered in England and Wales, company number 15149186, providing architectural and design services.

Proposal – The offer of services provided to the Client by Studio Hleo, including these Terms and Conditions and the terms of the (four) 4 documents referenced in clause 1.1 of this Terms and Conditions document.

Cover Letter – The document issued to the Client outlining the specific details of the services to be provided, including fee structure, project scope, assumptions, and deliverables.

Services – The architectural and design services to be provided by Studio Hleo as detailed in these Terms and Conditions and the terms of the (four) 4 documents referenced in clause 1.1 of this Terms and Conditions document, including any agreed variations.

Total Project Cost – The total cost of the project to the Client including all investigations, enabling works, contractor and subcontractor costs, materials, labour, liquidated damages, and the estimated cost of unbuilt designed works, but excluding VAT, professional fees, and financing.

Materials – Any drawings, diagrams, specifications, schedules, and other documentation prepared by Studio Hleo in connection with the project.

IPR / Intellectual Property Rights – All patents, copyrights, design rights, trade marks, trade names, rights in confidential information, and any other intellectual property rights (registered or unregistered) created or used by Studio Hleo in the course of performing the

Services.

Stage – A phase of the project aligned with the RIBA Plan of Work, or any alternative phase structure as agreed within this Agreement and the terms of the (four) 4 documents referenced in clause 1.1 of this Terms and Conditions document.

Suspension – A temporary halt to the performance of the Services initiated by the Client or Studio Hleo as outlined in the Termination and Suspension provisions.

Termination – The formal end of the Agreement between the Client and Studio Hleo as outlined in the Termination and Suspension provisions.

Fixed Fee – A set sum agreed in advance for delivery of Services, based on stated assumptions or criteria within the Fee Proposal.

Disbursements – Third-party costs reasonably incurred by Studio Hleo on the Client's behalf, including (but not limited to) travel, printing, and planning application fees.

Force Majeure – Events or circumstances beyond the control of Studio Hleo including but not limited to pandemics, government restrictions, natural disasters, or labour shortages, which may delay or prevent performance of the Services.

Practical Completion – The stage at which the construction work is completed to the extent that the building can be occupied or used as intended, subject only to minor outstanding items (snagging).

Indemnity Cap – The maximum financial liability of Studio Hleo under this Agreement as set out in clauses under 2.

Unforeseeable Works – Additional work not reasonably anticipated at the time of entering into the Agreement and not included within the agreed scope or assumptions.

Referral Fee – A commission or fee received by Studio Hleo from third-party suppliers or service providers introduced to the Client as part of the project.

Please don't hesitate to get in touch with Studio Hleo, should you require further clarification.