

CaSA Architects Ltd

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Website Disclaimer

The information contained in this website is for general information purposes only. The information is provided by CaSA Architects Ltd and while we endeavour to keep the information up to date and correct. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

Privacy

Online:

CaSA Architects Ltd uses Google Analytics to collect data. We use this data to understand how you use our website so we can improve our service, the relevance of our marketing, and the website design and functionality.

With your consent, Google Analytics will process and collect your personal data (cookies and IP address) to give us usage information. Google Analytics will transfer your data to the United States. To learn more about Google's data transfer policies, click [here](#).

GDPR and Data Protection:

CaSA Architects Ltd is committed to protecting your privacy. We take seriously our responsibility in processing your data and are available to answer any questions and handle any request from you. Please contact studio@casa-architects.com should you have any questions.

The type of personal information we collect.

We currently collect and process the following information:

- Your name and those of family members,
- Contact details (phone numbers, email addresses, and postal addresses),
- Project requirements (e.g. your child ages, their schools, work situations, important dates),
- Website statistics (using Cookies and IP Addresses).

How we get the personal information and why we have it

Most of the personal information we process is provided to us directly by you for one of the above reasons and is used to:

- Communicate effectively with you to deliver the architectural services,
- Understand your project needs to best deliver on your requirements,

We also receive personal information indirectly, from the following sources in the following scenarios:

- Google Analytics - to better understand website use to improve our services, the relevance of our marketing, and the website design and functionality.

With your consent, we may share this information with consultants invited to quote or provide services to you, local authorities who have a statutory obligation to review your project and other relevant parties

highlighted at the time and as necessary in discharging our duties or resolving a dispute with you. We may also share the data we hold where legally obligated to do so.

Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

- (a) Your consent which you may remove at any time. (See contact details above).
- (b) We have a contractual obligation.
- (c) We have a legal obligation.

How we store your personal information

Your information is securely stored.

We keep your data for the duration of your appointment with us, for the applicable liability period thereafter (6 or 12 year subject to appointment type), and then for a reasonable time to allow processing of secure disposal (up to 1 year). At disposal all digital information is securely deleted, and physical information or devices containing data will be destroyed.

Your data protection rights

Under data protection law, you have rights including:

- **Your right of access** - You have the right to ask us for copies of your personal information.
- **Your right to rectification** - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
- **Your right to erasure** - You have the right to ask us to erase your personal information in certain circumstances.
- **Your right to restriction of processing** - You have the right to ask us to restrict the processing of your personal information in certain circumstances.
- **Your right to object to processing** - You have the right to object to the processing of your personal information in certain circumstances.
- **Your right to data portability** - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you. Please contact us at studio@casa-architects.com if you wish to make a request.

How to complain about our use of your data

If you have any concerns about our use of your personal information, you can make a complaint to us at studio@casa-architects.com.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office
Wycliffe House,
Water Lane, Wilmslow, Cheshire, SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>

Copyrights

Website Content:

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit or store it in any other website or other form of electronic retrieval system.

All Other Information:

CaSA Architects Ltd shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the Services, and this clause generally asserts CaSA Architects Ltd moral right to be identified as the author of such work.

No part of any design by CaSA Architects Ltd may be registered under the *Registered Designs Regulations 2001* by the Client without the written consent of CaSA Architects Ltd.

To the extent that fees and other amounts properly due are paid, the Client shall have a licence to copy and use all drawings and documents provided by CaSA Architects Ltd in either paper or digital formats only for purposes related to construction of the agreed project or its subsequent use or sale. Unless by specific agreement, they may not be used for reproduction of the design for any part of any extension to the agreed project or any other project.

Copying or use of the drawings and documents which have been provided in either paper or digital formats by any other client appointment providing services to the agreed project shall be deemed to be permitted under a sub-licence granted by the Client, whether such drawings and documents were issued by the Client or on the Client's behalf.

CaSA Architects Ltd shall be liable to the Client in respect of any reasonably foreseeable and fully mitigated expenses, losses or damages directly suffered by the Client as a result of the work of CaSA Architects Ltd being in breach of copyright or any other intellectual rights of any third party.

CaSA Architects Ltd shall not be liable for any use of the drawings and documents which have been provided in either paper or digital formats other than for the purpose for which they were prepared and provided by CaSA Architects Ltd.

If at any time the Client is in default of payment of any fees or other amounts properly due, CaSA Architects Ltd may suspend further use of the licence and any sub-licences for the drawings and documents to which the unpaid monies relate on giving 7 days' notice of the intention to do so. Use of the licence may be resumed on receipt of such outstanding amounts.

The licence shall stay in force, notwithstanding the expiry or termination of the Contract, unless it is suspended at the date of such expiry or termination.

The Basic Fee for the performance of the Services shall include all royalties, licence fees or similar expenses for the making, use or exercise by CaSA Architects Ltd of any invention or design patents, etc. for the purpose of performing the Services.

Appointment Terms and Conditions

Where provided and agreed to by written reply, the terms stated below (or link there to), together with a Fee and Services description, will form a Contract of appointment between CaSA Architects Ltd and the responding party. This Contract shall remain in place until a further written, signed, and project specific appointment is made. For all actions thereafter, the terms of the new contract shall replace all those stated here.

Definitions:

Architect:	CaSA Architects Ltd.
Brief:	project requirements / target outcome stated by the Client or subsequently agreed.
Budget:	the most recently stated Client target build cost excluding professional fees and VAT.
Client:	person responding to these terms or their appointed representative.
Fee:	the cost of Services excluding VAT and expenses, disbursements, etc.
Services:	the actions agreed by the Client for completion by the Architect.

By exercising reasonable skill, care, and diligence to be expected of architects experienced in delivering on projects of similar size, nature, and complexity, the Architect shall:

- perform Services of the appointment and to represent the Client in this regard,
- inform the Client of progress and any delay to this,
- inform the Client of any matter that materially affect the agreed Services, Brief, Budget, and Fee,
- inform the Client of need to make appointment of supporting consultants and collaborate freely with these consultants where appointed,
- reserve the right to anonymise and publish any work produced and all project photos for marketing purposes,
- not disclose confidential information unless legally obligated to do so, it is necessary to perform the agreed Services, or the information is already held within the public domain.

The Client shall:

- inform the Architect of the Brief, Budget, and key time expectations,
- notify the Architect of changes or updates to details provided as soon as reasonably practicable,
- make clear decisions and give approvals as necessary and in a timely manner,
- appoint supporting consultants where necessary and notify the Architect of these,
- understand that the Architect does not warrant planning permissions and other approvals third parties shall be granted or proceed in a timely manner,
- understand that the Architect is not a cost expert and shall seek independent professional cost advice where required,
- not disclose confidential information unless legally obligated to do so.

Assignment:

Neither the Architect nor the Client shall at any time assign or novate the benefit or responsibilities of this Contract, or any rights arising under it, without the prior written consent of the other. Such consent shall not be unreasonably withheld or delayed.

There is no intention to grant rights to third parties pursuant to the Contracts (Rights of Third Parties) Act 1999, other than to lawful assignees.

Liability and Insurance:

The Architect shall maintain for the full period of liability appropriate professional indemnity insurance for work undertaken; evidence of this can be supplied upon request. Where such insurance ceases to be available on commercially reasonable terms or, subsequent this contract, the terms change the Architect and the Client shall discuss the best means of protecting their respective positions.

Actions or proceedings arising out of or in connection with this Contract shall not be commenced after the expiry of 6 years since the last Service provided. Liability for loss or damage shall not exceed the amount of the Architect's professional indemnity insurance held at time of Contract agreement. No employee of the Architect or any agent of the Architect shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

Complaint Procedure and Dispute Resolution:

A full written Complaint Procedure is available upon request. Requests for this policy should be directed in writing to a Company Director. Full mechanisms for dispute resolution are outlined within the Complaint Procedure.

Termination:

Either party may withdraw agreement to this Contract at any time by informing the other in writing and stating their reason(s). On termination:

- all original document supplied by the Client will be returned,
- a copy of all drawings and documents produced pursuant to the Services and not previously provided shall be delivered and remain subject to copyright terms,
- all Fee and expenses liable following completion of termination shall be paid in full by the Client,
- rights of publication remain with the Architect,
- both parties will maintain commitment to confidentiality.

Consumer's Right to Cancel:

The consumer Client has the statutory right to cancel their agreement with the Architect, for any reason, by delivering or sending (including by electronic mail) a cancellation notice to the Architect at any time within the period of 14 days starting from the date when the agreement was made. If the Architect was instructed to perform any Services before the end of the 14-day period and the instructions were confirmed in writing, the Architect shall be entitled to any Fee and expenses properly due before the Architect receives the notice of cancellation.

The notice of cancellation is to be addressed to the Architect and state:

The Client <insert name> hereby gives notice that the Agreement with the Architect <insert name> and signed on <insert date agreeing appointment> is cancelled.

Client signature(s): <insert signature(s)> of <insert client address> on <insert date>.