Into Lighting
Detailed Scope of Services, Terms and Conditions for the provision of Lighting Consultancy Services

[Part 3.0 Fee Terms and Part 4.0 General Terms of Appointment apply to all Into Lighting Fee Proposals whether long form, short form or email format]

Into Lighting
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[Doc.FP01]

Company Profile:

Into Lighting is an award-winning multidisciplinary lighting design consultancy, with over 40 years of experience working with architects, interior designers and clients on projects worldwide.

Our creative and commercial experience enables us to develop intelligent lighting proposals within the parameters of budgets and timescales.

We can be appointed in a number of ways and tailor our services to a specific project and clients' needs. All project teams are overseen by a Director and/or Associate to ensure a high level of service at all times.

For further information on our services and project experience please visit our website www.into.co.uk

Our experience covers all types and scale of projects including:

Airports | Bars | Car Showrooms | Casual Dining venues | Cinemas | Corporate Headquarters | Department Stores | Exclusive Restaurants | Gaming venues | Hotels | Landmark Buildings | Landscape | Members Clubs | Museums | Nightclubs | Offices | Residential | Retail Flagships & Rollouts | Shopping Centres | Spas

The lighting design fee proposal is divided into six sections

Part 1.0 Scope of works
Part 2.0 Services
Part 3.0 Fee terms
Part 4.0 General terms of appointment
Part 5.0 Optional Services
Part 6.0 Appointment

Part 1.0 Scope of Works

Areas

The lighting design will cover the areas as detailed:

Scope:

Internal

External

Defined Role

Into's role is defined by the services listed in Part 2.0 Services stages 1-7 of this document and all additional services agreed.

Into's scope includes the design of the light and the specification of the equipment that produces it.

BIM | Revit - It is the responsibility of the appointing Client/ Project Manager to inform Into ,at point of request for a RFP, as to whether the project is employing Building Information Modelling (BIM) and requires all consultants work with this. As standard practice Into provide lighting drawings in AutoCAD 2D. Use of Revit is an optional service which can be provided at an additional fee, upon receipt of a written request. See 5.0 Optional Services.

Into does not provide architectural services such as fully coordinated working details, details of mechanical fixings, builder's work etc. Into does not provide electrical engineering services i.e. cable sizing, circuitry drawings, co-ordination with existing power or ventilation layout, associated builder's work etc.

Into is not responsible for the coordination of lighting with any acoustic or fire rated treatments or the specification of any such treatments. Design and specification all of which must be carried out by others.

Regulations/ standards/ landlord guidelines – It is the responsibility of the appointing client to inform Into at time of appointment of any lighting or energy efficiency standards/ regulations/ guidelines that need to be adhered to other than Part L or CIBSE. This includes any county, city, state, landlord, client, tenant regulations or guidelines.

Part 2.0 Services

The proposal is based on the scope of services as described below and is divided into Stages 1-7

Stage 1 – Preparation and Brief [RIBA]

Will consist of the following:

- Assistance in project aspirations
- Assistance in project planning and brief development
- Assistance in the preparation of cost reports and other consultation documents.
- Production of feasibility design reports
- Review of site information

Stage 2 – Concept Design [RIBA]

- Briefing and presentation meetings with client (the number of meetings and presentations will be quantified).
- Design meetings with the Architect and other Consultants as considered necessary by the design team (the number of meetings and presentations will be quantified).
- Carrying out conceptual design studies.
- Produce presentation materials to convey the overall design intention (excludes special renderings and computer generated images).
- Assistance with preparation of defined lighting budget including outline report.

On approval of Stage 2

Stage 3 – Developed Design [RIBA]

- Design meetings with the Architect and other Consultants as considered necessary by the design team (the number of meetings and presentations will be quantified).
- Preparation of preliminary lighting layouts.
- Preparation of outline specification including typical fitting data.
- Preparation of preliminary sketch design details where applicable.
- Provision of control method statement and outline schedule.
- The above information will allow budget costing by others – the Project's Cost Estimator / Quantity Surveyor.
- Checking of typical lighting calculations.
- Reviewing and designing to Building Regulation and energy and efficiency requirements.

On approval of Stage 3

Stage 4 – Technical Design [RIBA]

- Design meetings with the Architect and other Consultants as considered necessary by the design team (the number of meetings and presentations will be quantified).
- Following approval provide documents for final tender and assistance in co-ordinating lighting design with architectural, electrical, structural and mechanical design.
- Review final lighting contract documents by consultant / contractor
- Final layouts of the proposed lighting design on working drawings provided by others in AutoCAD format.
- Final lighting calculations and compliance with relevant Building Regulations.
- Final specification and schedule of luminaries, lamps and associated equipment.
- The above information will allow detailed costing by others – the Project's Cost Estimator / Quantity Surveyor / Tendering Contractor / other.
- Provision of design details where applicable for incorporation into Architect's details.

- Review and checking of proposed substitute luminaires, as selected by others, for compliance with specification.
- Final specification for the operational requirements of the control system and control schedule.
- Carrying out of risk assessment on design information in accordance with requirements of Construction (Design Management) Regulations.

Important Notes:

The exact method of fastening or connection must be verified by the Architect / Structural Engineer. It is assumed that CAD discs / drawings provided for our use will be in a ready to use format and require no work by Into to prepare them.

This proposal assumes that the Architect and Electrical Engineer are to maintain their usual role of co-ordination of the design and supervision of the lighting installation on site.

Stage 4 information is for use by the Architect and Engineer in the preparation of the construction / tender documentation. Into's drawings, specifications and other information is not to be issued direct to the contractor as tender or construction information.

Stage 5 – Construction [RIBA]

Will consist of the following:

- Contract meetings with the Construction and Design Team as considered necessary by the design team (the number of site meetings will be quantified).
- Review Contractors production information
- Resolution of site queries
- Final review of lighting installation and supervision of focusing of adjustable luminaries. (The number of focusing sessions will be quantified for this stage). The Electrical Contractor will supply personnel to perform this work in compliance with the local legislation and union agreements.
- Oversee the programming of installed control equipment where applicable. (The number of programming sessions on site will be quantified for this stage). This will be carried out following the manufacturer's commissioning of the

system and after the Contractor's confirmation of all circuits being correctly installed, labelled and operational.

Important Notes:

The lighting installation can only be focused and programmed when all the lighting is installed i.e. fully operational to all areas as stated within the scope, with lamps, luminaires and accessories as specified and control systems, where employed, fully commissioned by the manufacturer and contractor.

In the event of the Into 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 3 of this appointment.

Into will oversee the scene setting of all lighting control systems with the dimming engineer from the manufacturer of the systems. The dimming engineer will charge a separate charge which will be quoted in advance alongside the costs for the supply of the equipment. As a guide this will be at a day rate of approx. £500.00 – £750.00 plus VAT. In addition the dimming engineers travel and accommodation expenses will be charged for.

Stage 6 – Hand over and Close out [RIBA]

Will consist of the following:

- Assistance with producing the lighting defects report to responsible areas.
- Assistance in checking completion of making good any defects work to lighting report and any other relevant reports.

Stage 7 – Post completion [RIBA]

Will consist of the following:

- Assistance with providing advice on any defects reported by the contract administrator during the defects liability period up to a maximum of 12 months from practical completion.

Part 3.0 Fee Terms

The fee structure is proposed as follows (based on RIBA Plan of Work):

Design and Project Management – Video calls included

Stage	Month / Year	Fee (£)
1 – Preparation and Brief	N/A	N/A
2 – Concept Design	N/A	N/A
3 – Developed Design	N/A	N/A
4 – Technical Design	N/A	N/A
5 – Construction	N/A	N/A
Focusing & programming sessions	N/A	N/A
6 – Handover and Close out	N/A	N/A
7 – Post Completion	N/A	N/A
Total Fee		**£XXXXXXX**

Physical meetings

Stage	No of meetings	Fee (£)
1 – Preparation and Brief	N/A	N/A
2 – Concept Design	N/A	N/A
3 – Developed Design	N/A	N/A
4 – Technical Design	N/A	N/A
5 – Construction	N/A	N/A
Focusing & programming sessions	N/A	N/A
6 – Handover and Close out	N/A	N/A
7 – Post Completion	N/A	N/A
Total Fee		**£XXXXXXX**

Before exceeding the above fee due to an increase in the scope of the project, increased attendance at meetings, or due to changes and / or revisions after Stage 2 has been approved, Into will notify the Architect / Client in writing in order to secure written approval. In this event, the additional fee to be charged will be agreed at that time.

Any work agreed in addition to the above will be undertaken on a time charge basis carried out at the following rates.

Director/ Principal: £120.00 per hour / £960 per day
Design Lead / Associate: £95.00 per hour / £760 per day
Senior Designer: £85.00 per hour / £680 per day
Lighting Designer: £75.00 per hour / £600 per day
Support: £65 per hour / £520 per day

All rates are exclusive of VAT and expenses.
It is assumed that Into's work will be completed according to a mutually agreed schedule. If consultancy on this project continues beyond this schedule then this agreement will be open for further negotiation. The assumed completion date of the project will be clearly stated.

Expenses

All expenses incurred through the life of the project will be charged at cost and itemised on invoices submitted. These include, but are not limited to, air, rail, taxis, motor, accommodation, subsistence, other related travel costs, equipment samples, exceptional printing costs, authorised purchases, authorised use of other consultants and any other authorised exceptional expenditure.

We successfully operate a "Fare Share" system where if more than one project can be serviced during a visit then the expenses are fairly split between the projects. It is normal for flights in excess of three hours that the Lighting Consultant travels in Business Class, otherwise all business travel is economy class subject to availability.

The Client may not withhold or reduce any sum payable to Into 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 in Common Law are hereby expressly excluded.

VAT

UK Value Added Tax is not included in the fee quotation and will be charged at the prevailing rate on UK projects only.

Payment Terms

Invoices will normally be submitted in line with the agreed payment schedule and will be payable in pounds sterling. Our terms of payment require settlement within 30 days' notice from date of invoice. Some projects may require a deposit/ stage payments in advance. This will be highlighted within this proposal or at contract negotiation stage.

Deposit

A deposit to the value of 25% of the total fee will be required prior to Into commencing any work. (To be negotiated prior to start of work on the project)

Part 4.0 General Terms of Appointment

4.1 General

When maximum electrical lighting loads permitted are determined by others, Into will not commence any layouts in Stage 3 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 we not be informed then any re-design will be subject to additional fee.

Into carries Professional Indemnity Insurance up to a maximum claim of £5,000,000 for each and every claim. This cover is limited to five years from the Completion Date of the project.

Into is not responsible for any changes including, but not limited to, variations in layouts, quality and quantity of luminaries, substitutions of manufacturers in the final drawings and specifications unless approved by us.

Into will use their best endeavours to ensure that the equipment specified is suitable for its intended use but will not be responsible for errors in information and data, equipment failures or delays caused by manufacturers, contractors, shippers, installers or users.

Into is not responsible for a contractor's failure to carry out the construction in a workmanlike manner or in accordance with contract documents and manufacturers' recommendations.

This proposal will remain valid for thirty (30) days after the date it is written.

For clarity the items and services below are <u>not included</u> in this scope of works:

- Back of house lighting design.

- Emergency lighting and signage scheme design – Into will assist in ensuring sympathetic integration of emergency lighting into the architecture but we do not produce emergency lighting design drawings or supporting lux calculations. It would be the responsibility of the mechanical and electrical consultant/ contractor to design and ensure that the emergency lighting scheme meets with required British Standards and any local regulations. In the case of working within a listed building it is recommended that the building control officer, the fire officer and Listed Building Officer are engaged by the project team as required at an early stage to review with the lighting consultant, interior designer, architect and mechanical and electrical consultant/ contractor the proposals for the positioning and wiring emergency lighting.

- Production of lighting drawings in Revit for BIM Modelling. As standard practice Into provide lighting drawings in AutoCAD 2D. Use of Revit is an optional service which can be provided at an additional fee, upon receipt of a written request. See 5.0 Optional Services.

- 3D visualisations / models – However Into will comment and advise on any visuals created by the interior designer or architect and if required will guide the interior designer or architects visualiser on adding lighting effects to their visuals.
  For the avoidance of any doubt, if required Into will illustrate lighting treatments using Photoshop on the architects 2D / 3D visuals for key areas. Into will also provide illustrations of lighting effects and light levels using the industry standard lighting calculation software Dialux / Relux.

- Sourcing and specification of decorative standard, table and pendant light fittings. The sourcing and selection and costing should be by the interior design consultant.

- Manufacturing drawings for bespoke luminaire designs or bespoke feature lighting elements – We will however provide hand sketch drawings and design guidance for any bespoke / feature lighting elements. These drawings would be used as a basis for the interior designer/ architect/ manufacturer/ contractor to detail up the design for manufacture. Into will always endeavour to help communicate the look of a particular bespoke fitting using concept images in conjunction with sketches.

- Integral signage lighting / illuminated signage.

- Special effects/moving head/|specialists theatre/ club lighting/ AV integrated lighting – it is advised that a specialist supplier is appointed.

- Chandeliers/ listed light fittings – it is advised that a specialist designer/ manufacturer/ supplier/ contractor is appointed to design/ survey/ refurbish/ manufacture/ supply/ install such light fittings. Into will review the technical aspects of such luminaires from the point of view of light source, light effect and control. Into will review how the decorative light fittings contribute to the lighting scheme and general ambience

- Additional services as listed in point 5.0 below.

4.2 Governing Law / Interpretation

The application of the appointment shall be governed by the laws of England and Wales.

4.3 Lighting Designers Obligations

Into shall in providing the Services exercise reasonable skill and care in conformity with the normal standards of the Lighting Design Profession and act on behalf of the Client in the matters set out in or necessarily implied by the Appointment.

Into shall at those points or dates determined by an agreed timetable 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 case of emergency when the Into shall inform the Client without delay.

Into 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. Into shall confirm in writing any agreement reached.

4.4 Client's Obligations

The Client will name the person who shall exercise the powers of the Client and through whom instructions shall be given to the Into.

The Client shall provide Into with such information as Into 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 Into to comply with the timetable. The Client accepts that Into will rely on the accuracy, sufficiency and consistency of the information supplied by the Client.

The Client will advise Into on the relative priorities of their requirements, the budget and the timetable and shall inform Into of any variations to any of them.

The Client shall give such decisions and approvals as are necessary to enable Into to comply with the timetable. The Client acknowledges that Into does not warrant the work or products of others.

4.5 Assignment

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. Into shall not sub-contract any of the Services without the consent in writing of the Client.

4.6 Timetable

Intos' work will be completed according to a timetable agreed with the Client and /or their agents.

4.7 Payment

Payment for the Services shall be as set out, charged and paid in Part 3: Fees above of this Appointment.
Before exceeding the any estimated fee as indicated in the fee proposal due to an increase in the scope of the project, or due to changes and/or revisions after Stage 1 has been approved, Into will notify the Architect/Client in writing in order to secure

written approval. In this event, the additional fee to be charged shall be agreed and at that time.

In the event of a delay in the timetable that is outside the control of Into further fees will be due which is to be agreed between Into and the Client in writing before the Into proceeds further. Payment shall become due to Into on the submission of Into's account.

All payments under the Appointment shall be payable in instalments as specified in the fee proposal of this Appointment [3.0]. Where no basis is specified payments shall be made monthly on the basis of Into's estimate of the percentage of the Appointment completed. Invoices are required to be settled within thirty (30) days' notice from date of invoice.

In the event of payment being outstanding after sixty (60) days from the date of the invoice interest will be levied at the rate stated in the fee proposal in accordance with existing legislation.

4.8 Records

Into shall maintain records of expenses and shall make these available to the Client on request.

4.9 Disputed Accounts

If any item or part of an item of any account is disputed or subject to question by the Client, the payment by the Client of the remainder of that account shall not be withheld on those grounds.

4.10 Interest

Any sums remaining unpaid after 30 days of the date of submission of an account shall bear interest at the rate of 3% over the prevailing Bank of England base rate on an accruing monthly basis.

4.11 Payment on Suspension or Termination

On suspension or termination of the Appointment Into shall be entitled to, and shall be paid, fees for all Services provided to that time calculated as incomplete Services and to expenses and disbursements as reasonably incurred to that time.

During any period of suspension Into shall be reimbursed by the Client for expenses, disbursement 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 total fee.

Where the appointment is suspended or terminated either by Into or the client on account of a breach of the appointment by the Client, Into 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.

4.12 Suspension, Resumption and Termination

Into shall give reasonable notice in writing to the Client if any circumstances which make it impracticable for Into to carry out any of the Services in accordance with the timetable.

The Client may suspend the performance of any or all of the Services by giving reasonable notice in writing to Into.

4.13 Copyright

Copyright in all documents and drawings prepared by Into and in any work executed from those documents and drawings shall remain the property of Into.
It is understood that all publicity about the project where Design Team Credits are given shall include the name of Into.

4.14 Disputes

Any dispute arising as a result of this agreement will be settled by arbitration in accordance with the Arbitration Act 1950 (in the UK) with particular reference to the provision for settling disputes in the standard form of Building Contract, current edition. With reference to International projects, the method of arbitration is to be agreed at the time of appointment.

Part 5.0 Optional Services

The following items are **excluded** from this proposal, but can be provided at an additional fee, upon receipt of a written request:

- As standard practice Into provide lighting drawings in AutoCAD 2D. Use of Revit is an optional service. Should Into be asked to quote to supply lighting drawings in Revit we would require the following information: a copy of BIM execution plan/ similar; the project programme, contact details for the Project Manager, MEP consultant and Architect. If Revit is required, Into would usually work in AutoCAD 2D up to end of RIBA Stage 3 to point of sign off on our schematic lighting layouts and fixture schedules. After Stage 3 sign off we would proceed to Revit.

- Special renderings, computer generated photo-realistic images, digital slide, animated images and other visual presentation elements.
- Daylight studies.
- Design, supervision of construction, testing and evaluation of mock-ups and / or models.
- Review of final Contract or Tender Documents as prepared by the Architect and his Architects, and related to the lighting system.
- Assistance in evaluating returned tenders.
- Summary of illumination levels.
- Design development of custom designed luminaires and negotiating or obtaining competitive prices (by tender).
- Review and checking of proposed substitute luminaries, as selected by others, for compliance with the specification.
- Full exterior façade lighting design
- Shop and field inspections, other than site visits, as authorised in writing by the Client.
- Final lamp schedule for the Building Maintenance Staff. (As installed drawings and relevant information to be provided by the Services Architect or Contractor).

Part 6.0: Agreement

In the event that you wish to appoint Into Lighting and that the foregoing Proposal meets with your approval, please sign the Agreement below on both copies of this proposal and return it to the issuing office at the above address at your earliest convenience. The returned copy will serve as the authorisation to proceed. Payment of the fee deposit as detailed in 4.7 is required prior to Into commencing any work.

The Client wishes to appoint Into Lighting for the Project and Into Lighting has agreed to accept such appointment upon and subject to the Terms and Conditions set out in this Letter of Appointment.

Signed for an on behalf of the Client	Date
Signed for and on behalf of Into Lighting	Date

Please supply the following information regarding invoicing of Fees. Note only on receipt of this information can the appointment be confirmed:

Project name and location:

Company name and address to raise invoices to:

Contact name and email address to send invoices to for approval:

Purchase order number / project reference to add to invoices:

Contact name, email address and telephone number in accounts department for follow up on payment of fees: