

## **Definitions, Interpretation and Methodology**

### **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 other 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 or such other 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.

## Speirs and Major Associates Standard Form of Appointment

### 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.

### 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 3: Fees.

#### (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 within Central London / Edinburgh. 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 within Central London / Edinburgh. 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.