



# Standard

## Professional Services Contract 2018

Architectural Services



# Guidance Notes

FOR CONSULTATION PURPOSES ONLY

# Guidance Notes

These guidance notes explain the provisions of the RIBA Standard Professional Services Contract 2018 for the appointment of an Architect or Consultant providing architectural services and set out guidance on what to consider when completing the Contract Details and the Schedule of Services; they do not form part of the Contract.

## Summary of the Contract

- The RIBA Standard Professional Services Contract 2018 is divided into four main parts:
  - the Agreement
  - the Contract Details
  - the Contract Conditions
    - Definition of Terms
    - Clauses
  - the Schedule of Services.
- A Contract Checklist is included for consideration before signing the Contract.
- Additional briefing documents will also form part of the Contract, if they are listed in item D of the Contract Details.
- The Contract is between the Client (the person or organisation that wishes to commission the professional services, known as the 'Services') and the Architect/Consultant (the person or organisation performing the 'Services'). Together they are referred to as the 'Parties' to the Contract.

## When to Use this Contract

- The RIBA Standard Professional Services Contract provides comprehensive contract terms and is suitable where the Architect/Consultant undertakes a commission for architectural services on projects using a traditional form of procurement.
- In a traditional contract, the appointment of the Architect/Consultant would be made by the Client commissioning the Project.
- The RIBA Standard Professional Services Contract is not suitable for the appointment of the Principal Designer under the CDM Regulations 2015. The RIBA recommends that the default choice for the Principal Designer should be the Architect/Consultant, who should be appointed under a separate and distinct professional services contract, such as the *RIBA Principal Designer Professional Services Contract 2018*. If the Client fails to appoint a Principal Designer (for a non-domestic client), the Client must fulfil the duties of the Principal Designer.

- The Contract is devised as an agreement with a business client or public authority and is a 'construction contract' to which the Housing Grants, Construction and Regeneration Act 1996 (HGCRA, also known as the Construction Act), as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009, applies.
- Business clients include charities, religious organisations and not-for-profit bodies. Where the Client is a public authority, it may be necessary to include provisions relating to the Freedom of Information Act 2000 and to corrupt gifts and payments under the Bribery Act 2010.
- The RIBA Standard Professional Services Contract is not suitable for non-commercial work undertaken for a 'consumer' client, such as work done to the Client's home, including renovations, extensions, maintenance and new buildings, if the client has elected to contract in their own name, i.e. not as a limited company or other legal entity, or where the property will be let. A contract with a consumer client is subject to the Consumer Rights Act 2015. The RIBA recommends the use of the *RIBA Domestic Professional Services Contract* for work undertaken for a consumer client.

## Client's Rights and Obligations

- The Client has various obligations under the Contract. The principal ones are:
  - informing the Architect/Consultant of the Project requirements and of any subsequent changes and agreeing steps to mitigate the consequences
  - providing the information which is necessary for the proper and timely performance of the Services
  - making decisions and giving approvals as necessary for the performance of the Services
  - paying the Architect/Consultant for the Services performed
  - appointing or otherwise engaging any Other Client Appointments required to perform work or services under separate agreements and requiring those appointed to collaborate with the Architect/Consultant.
- The Client also has rights under the Contract. The principal one is the right to suspend or terminate the Architect/Consultant's Services.

## Architect/Consultant's Rights and Obligations

- The Architect/Consultant has various obligations under the Contract. The principal ones are:
  - exercising the reasonable skill, care and diligence to be expected from an Architect/Consultant experienced in the provision of such Services for projects of similar size, nature and complexity to the Project
  - performing the Services with due regard to the Project Brief
  - informing the Client of progress in the performance of the Services and, upon becoming aware, of any issue that may materially affect the Project Brief, Project Programme, Construction Cost or quality of the Project, and of any information, decision or action required in mitigation
  - collaborating with any Other Client Appointments appointed or otherwise engaged by the Client to perform work or services.

The obligations apply to the extent achievable using the standard of care outlined in clause 3.1.

- The Architect/Consultant also has rights under the Contract, the principal ones are:
  - the right to retain copyright in the drawings and documents produced in performing the Services (the Client is given a licence to copy and use the drawings and documents for purposes related to the construction of the Project or its subsequent use or sale)
  - the right to suspend or terminate performance of the Services because of the Client's failure to pay any fees or other amounts due.

## The Agreement

- The Agreement is the part of the Contract that is signed and dated by both Parties and records the Client's and the Architect/Consultant's rights and obligations under the Contract.
- The Parties choose whether to sign the Agreement as a simple contract or as a deed. The choice determines the statutory limitation period within which a Party can bring a claim for breach of contract:
  - simple contract: 6 years from Practical Completion or date of breach, if earlier
  - deed: 12 years from Practical Completion or date of breach, if earlier.

## Completing the Contract Details

When completing the Contract Details, where an option APPLIES tick  the box to confirm that the section has been adopted. It is necessary that any amendments made by hand to the Contract are initialled by both Parties.

The Contract Details provide the specific details of the Project:

- **Items A and B – the Client and the Architect/Consultant:** Provide details of the Client, the Client's named representative, the Architect/Consultant and the Architect/Consultant's primary point of contact. Note that if these details are changed at a later date, it is important that the Parties inform each other and agree in writing.
- **Item C – Site Address:** Provide the address of the site where the Project is to be carried out.
- **Item D – Project Brief:** Provide a description of the Project and the Client's statement of requirements for the Project for which the Services are being provided. The target Construction Cost and target Project Programme, such as dates for obtaining planning consents or for the commencement and completion of construction works, can be inserted.
- **Item E – Other Client Appointments:** Give the details of any other consultant appointments (which could be individuals or organisations) to be made by the Client to enable the Architect/Consultant to undertake work in connection with the Project. For example, this may include structural and building services engineers, cost consultants, etc.
- **Items F, G, H and I – Basic Fee, Time Charges, Expenses and Payment:** Specify the basis for:
  - determining the calculation of the Basic Fee, e.g. a specified percentage applied to the Construction Cost, a fixed lump sum, time charges, design cost per square metre (gross or net) or any other agreed method (item F)

- stating the intended number and/or frequency of meetings and visual site inspections that the Architect/Consultant is going to attend during the Project (item F)
- recording the rates for any time charges (item G)
- setting out the arrangements for charging for expenses and disbursements (item H)
- the payment frequency of the fees (item I).

To ensure that the Architect/Consultant's accounts issued to the Client are effective as Payment Notices as set out in clause 5.12, each invoice issued by the Architect/Consultant should incorporate the following wording:

This is the amount due in respect of the Services provided, calculated as set out in this account and in accordance with the Fees and Expenses agreed in our Professional Services Contract dated *[insert date of Contract]*. This invoice constitutes a Payment Notice complying with section 110A(3) of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009. The payment due date is the date of this Payment Notice.

- **Item J – Professional Indemnity Insurance:** State the amount of professional indemnity insurance to be maintained for the Project, and any specific limitations in respect of claims arising on account of pollution or contamination or asbestos. The amount of professional indemnity insurance to be maintained for the Project should be reasonable in relation to the risks and should pass the reasonableness test under the Unfair Contract Terms Act 1977.

- **Item K – Dispute Resolution:** The Parties may choose which dispute resolution method(s) they will use should a dispute arise. Adjudication is available to either Party to select at any time as a statutory right. Below is a brief description of each method:

- **Mediation** involves a third party helping the Parties to try to come to an agreement resolving their dispute. If managed well, mediation can be less expensive than other methods of dispute resolution and is therefore encouraged by the courts.
- **Adjudication** involves a third party providing an independent decision on the dispute and is available to the Parties if the Contract is a Construction Contract under the Housing Grants, Construction and Regeneration Act 1996. The decision is binding in law unless one of the Parties refers the matter to arbitration or to litigation. Adjudication is generally a faster process, but not usually recommended for complex issues.
- **Arbitration** is an alternative to court litigation and involves a third party (or parties) delivering a final and binding decision. Arbitration can involve only two parties so it would not normally be appropriate for multi-party disputes.
- **Litigation** is an alternative to arbitration and involves a court delivering a final and binding decision.

If the Parties cannot reach agreement on a person to act as Mediator, Adjudicator or Arbitrator, a nomination shall be made by the Royal Institute of British Architects.

The Client can refer a complaint to the appropriate professional body if the Architect/Consultant's conduct or competence appears to fall short of the standards in the relevant code(s) of professional conduct.

- **Item L – Information Formats:** If the Architect/Consultant is producing drawings and documents for the Project using Computer Aided Design (CAD), any other proprietary software,

or Building Information Modelling (BIM), these will normally be provided to the Client in PDF format only, unless an alternative format has been agreed and set out in item L of the Contract Details.

- **Item M – Supplementary Agreements:** The Contract and its Schedule of Services are designed to be used with such of the following supplementary documents as may be selected in item M of the Contract Details:

- Novation Agreement<sup>1</sup>
- Collateral Warranties<sup>2</sup>
- any other documents specified in item M of the Contract Details.

<sup>1</sup> See clause 4.7 of the Contract Conditions for suitable draft clauses. The RIBA recommends the use of the CIC Novation Agreement: Ab Initio (2018)

<sup>2</sup> The RIBA recommends the use of the following: CIC Collateral Warranty: Consultant/Employer (2018) in favour of the Client post Novation; CIC Collateral Warranty: Purchaser/Tenant (2018) in favour of purchasers/tenants; CIC Collateral Warranty: Consultant/Funder (2018) in favour of a financier of the development.

All of the above-mentioned documents are available from the CIC at [www.cic.org.uk](http://www.cic.org.uk). These and any other forms selected in item M of the Contract Details should be attached as numbered appendices to the Contract.

Before agreeing to enter into any Supplementary Agreements, it may be advisable to take legal advice and discuss the issue with an insurer/broker.

## The Schedule of Services

- The Schedule of Services is used to define the Services to be performed by the Architect/Consultant and maps the Services to the stages in the RIBA Plan of Work.
- There are four parts to the Schedule of Services:
  - **Role Specifications** – specify the architectural services roles to be performed, including any to be performed by sub-consultants employed directly by the Architect/Consultant. Add any other roles required in addition to those included in the Schedule of Services.
  - **Services** – a comprehensive set of services for each of the architectural services roles is set out in the Schedule of Services.
  - **Additional Services** – these services are excluded from the Contract but may be instructed as additional services, if the need arises during the Project, and are subject to additional fees.
  - **Other Services** – these are services that the Architect/Consultant could undertake on behalf of the Client for the Project. If these services are to be undertaken for the Project, they will either be included in the Basic Fee, or charged on a time-based or lump sum basis.

- These Services are for a traditional form of procurement covering RIBA Plan of Work stages 0 to 7. However, if the Architect/Consultant is novated at any point during the Contract, the Services post Novation should be subsequently struck out and amended or redrafted to accord with the services subsequently required.
- The completed Schedule of Services should accurately reflect the Client's requirements and the Services that the Architect/Consultant has agreed to provide, particularly where the Architect/Consultant is not to perform the full range of Services within a stage, or is only undertaking some stages, for example only providing services up to the submission of a planning application. There is also a provision in the Contract for the Architect/Consultant to provide additional services for an additional fee (not listed in the Basic Fee).
- Although the Services are described in simple terms, performance of the Services must be in accordance with the normal standards of the Architect/Consultant's profession.
- Full planning application services are listed under the Architect/Consultant's services in stage 3 of the Services, as this is the anticipated norm for a standard project. However, for certain projects a full planning application may be submitted at the end of stage 2. If this is to be the case for the Project, then the Client should be made aware of the associated risks of an early planning application. If a full planning application is to be made at the end of stage 2, then the appropriate box under Town Planning services in the Architect/Consultant's Services in stage 3 of the Services, must be ticked [✓]
- The Services being undertaken should be selected individually and ticked [✓] where an option APPLIES.

## Contract Conditions

- The Contract Conditions set out in concise terms the rights and obligations of the Parties.
- The Contract uses the form of Novation commonly referred to as 'novation ab initio' meaning 'from the outset', rather than the alternative to Novation by way of 'consultant switch'.

FOR CONSULTATION PURPOSES ONLY

The RIBA Standard Professional Services Contract 2018: Architectural Services is endorsed by the following organisations:



**RIAS**

Royal Incorporation of  
Architects in Scotland

**RSAW**

Royal Society of Architects  
in Wales



Royal Society of  
Ulster Architects



Chartered Institute of  
Architectural Technologists

© Royal Institute of British Architects 2018

Published by RIBA Publishing, 66 Portland Place, London, W1B 1NT

ISBN 978 1 85946 885 2

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior permission of the copyright owner.

It is the responsibility of the purchaser/user to ensure that all the data and information inserted into the Contract and any changes made to any of the Contract Conditions are accurate and correct before the Contract is signed. RIBA accepts no responsibility or liability for any changes to the text, errors or omissions made by the purchaser/user.

**Copyright Licence**

- ✓ This document is for the sole use of the purchaser.
- ✓ You may use it for one Professional Services Contract only.
- ✓ You and the other Party to your Contract may distribute copies of this document to advisers and to Other Client Appointments as necessary in connection with the proper performance of your Contract.
- ✗ In any other case, you may not distribute or reproduce the whole or any part of this document in any work, whether in hard copy, electronic or any other form, without the prior written consent of the RIBA.

# **Standard**

Professional Services

Contract 2018

Architectural Services



**FOR CONSULTATION PURPOSES ONLY**



# Contract Checklist

**ONCE THE CONTRACT DETAILS HAVE BEEN COMPLETED, AND BEFORE THE AGREEMENT IS SIGNED, CHECK THIS LIST TO ENSURE THAT ALL OF THE KEY TERMS HAVE BEEN CONSIDERED.**

	YES
Has the Project Brief and Client's statement of requirements been agreed?	<input type="checkbox"/>
Has the target Construction Cost been agreed/advised?	<input type="checkbox"/>
Has the target Project Programme been agreed?	<input type="checkbox"/>
Have any Other Client Appointments been agreed?	<input type="checkbox"/>
Have the fees and expenses and payment frequency been agreed?	<input type="checkbox"/>
Has the amount of professional indemnity insurance that is to be allowed for the Project been agreed and has this been arranged?	<input type="checkbox"/>
Has a dispute resolution process been agreed in case something goes wrong?	<input type="checkbox"/>
Where applicable, has the principle and process of Novation <sup>1</sup> been discussed?	<input type="checkbox"/>
Where applicable, have the terms of any Collateral Warranties/Third Party Rights Schedules been determined and the intended beneficiaries agreed?	<input type="checkbox"/>
Has the Schedule of Services been completed and agreed?	<input type="checkbox"/>
Has the Client been made aware that it has duties under the CDM Regulations 2015?	<input type="checkbox"/>
Have all the Contract Details been completed?	<input type="checkbox"/>

<sup>1</sup> Novation may occur after the Contract is executed or may be agreed concurrent to it being signed.



**FOR CONSULTATION PURPOSES ONLY**



# Agreement

**This Agreement is between:**

The Client (refer to item A of the Contract Details for full information)

[Light blue rectangular box for Client name]

AND

The Architect/Consultant (refer to item B of the Contract Details for full information)

[Light blue rectangular box for Architect/Consultant name]

**Who agree as follows:**

- The Architect/Consultant shall perform the Roles and Services set out in the Schedule of Services in accordance with the terms of the Contract.
- The Client shall pay the Architect/Consultant the fees and expenses set out in the Contract Details for the Services and shall perform the Client’s obligations in accordance with the terms of the Contract.
- The Contract is the RIBA Standard Professional Services Contract 2018 for Architectural Services.

**Signed/Executed as a:**

simple contract

deed

**For and on behalf of the Client (complete as appropriate):**

Client **is not** a registered company

Name:

[Light blue rectangular box for Client Name]

Signature:

[Light blue rectangular box for Client Signature]

*Client’s signature witnessed by:*

Name:

[Light blue rectangular box for Witness Name]

Address:

[Light blue rectangular box for Witness Address with dotted lines for structure]

Signature:

[Light blue rectangular box for Witness Signature]



**OR**

Client **is** a registered company

Company registration number:

First signatory (Director/Company Secretary):

Name:

Signature:

*Client's signature witnessed by:*

Name:

Address:

Signature:

Second signatory (Director/Company Secretary) – *optional:*

Name:

Signature:

**For and on behalf of the Architect/Consultant (complete as appropriate):**

Architect/Consultant **is not** a registered company

Name:

Signature:

*Architect/Consultant's signature witnessed by:*

Name:

Address:

Signature:

FOR CONSULTATION PURPOSES ONLY



**OR**

Architect/Consultant **is** a registered company

Company registration  
number:

VAT registration  
number:

First signatory (Director/Company Secretary):

Name:

Signature:

*Architect/Consultant's signature witnessed by:*

Name:

Address:

  

---

---

---

Signature:

Second signatory (Director/Company Secretary) – *optional*:

Name:

Signature:

**This Agreement is dated and delivered on:**

FOR CONSULTATION PURPOSES ONLY



# Contract Details

ONLY

## A. The Client

Name:

Address:

  

---

---

---

---

---

Registered address  
(if different):

  

---

---

---

---

---

Telephone number:

Email address:

Named representative (insert the name of a representative with authority to act on behalf of the Client for all purposes under the Contract)

FOR CONSULTATION PURPOSES ONLY

## B. The Architect/Consultant

Name:

Address:

  

---

---

---

---

---

Registered address  
(if different):

  

---

---

---

---

---

Telephone number:

Email address:

Named representative (insert the name of a primary point of contact with authority to act on behalf of the Architect/Consultant for all purposes under the Contract)

## C. Site Address

  

---

---

---

---

---

---

---

---

---

---

FOR CONSULTATION PURPOSES ONLY

**D. Project Brief**

Project description and Client's statement of requirements:

Area for project description and Client's statement of requirements, featuring horizontal dotted lines for text entry.

Additional briefing documents provided (include reference numbers and dates)

Document	Reference number	Date

Continue on a separate sheet if necessary.

**Construction Cost**

The Construction Cost, as defined in the Contract Conditions, is:

£

**Project Programme**

Insert key dates – e.g. submission of planning application, commencement/completion of building works, as appropriate:

Item	Target date

Continue on a separate sheet if necessary.



**E. Other Client Appointments**

List any other consultants or services appointments which have been or will need to be made by the Client to enable the Architect/Consultant to undertake its work in connection with the Project:

Role:

Role:

Role:

Role:

*Continue on a separate sheet if necessary.*

**F. Basic Fee**

State the basis of the Basic Fee at each stage, e.g. specified percentage of Construction Cost, fixed lump sum, time charge, design cost per square metre (gross or net) or other agreed method. Fees may be a total for each stage or apportioned to the specified roles being undertaken.

The roles and tasks are to be as stated in the Schedule of Services and the fees, excluding VAT, are as follows and are to be paid in accordance with item I of the Contract Details:

Stage	Fee	Notes
<div style="position: absolute; top: 0; left: 0; bottom: 0; right: 0; opacity: 0.3; pointer-events: none;"> <p style="font-size: 48px; transform: rotate(-45deg); transform-origin: center;">FOR CONSULTATION PURPOSES ONLY</p> </div>		

*Continue on a separate sheet if necessary.*

**Other services:**

.....

.....

Continue on a separate sheet if necessary.

**VAT**

State whether VAT applies to the Basic Fee:

- VAT applies
- VAT does not apply

**Meetings**

The Architect/Consultant shall attend the following meetings during the Project:

Stage	Purpose	Total number and/or frequency allowed for	Fee <sup>2</sup>
Stage 0			
Stage 1			
Stage 2			
Stage 3			
Stage 4			
Stage 5			
Stage 6			
Stage 7 <sup>3</sup>			

**Site inspections**

The Architect/Consultant shall visit the site for the purposes set out in the Schedule of Services as follows:

Stage	Total number and/or frequency allowed for	Fee <sup>2</sup>
Stage 5		
Stage 6		

Where additional site inspections are necessary, or requested in writing by the Client, in addition to those identified above, the Architect/Consultant shall apply time charges, as set out in item G of the Contract Details.

<sup>2</sup> State whether the fee for attending these meetings is included in the Basic Fee (insert 'BF') or will be provided on a time-base charge (insert 'TC').

<sup>3</sup> It is anticipated that meetings at Stage 7 will be commissioned as a separate professional services or operating contract.

### G. Time Charges

Time charges for any additional fees, and/or where the Basic Fee incorporates time charges, shall be calculated on the basis of the following rates:

Person/grade	Rate, excluding VAT (state whether £ per hour or £ per day)

Continue on a separate sheet if necessary.

### H. Expenses

The specified expenses listed below, excluding VAT, shall be charged:

- at net cost plus a handling charge, which shall be calculated at the following percentage of net cost  %
- by the addition of the following fee to the total fee £
- by the addition of  % to the Basic Fee
- other (please specify)

**Set out the details of the specified expenses:**

Continue on a separate sheet if necessary.

Other expenses, including disbursements, such as payments to the local authority for planning and Building Regulations submissions, shall be charged at net cost plus the following percentage of net cost  %

Where applicable, travel shall be charged at the following rate per mile £

Hard copies of drawings and documents shall be charged at the following rate per page:

	A4	A3	A2	A1	A0
Black and white	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>
Full colour	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>

## I. Payment

Payment Notices for instalments of fees, time charges and expenses shall be issued and paid:

- on a monthly basis
- at the end of each stage
- in accordance with the agreed draw-down schedule dated [redacted] ref: [redacted]
- other (*please specify*) [redacted]

## J. Professional Indemnity Insurance

The amount of professional indemnity insurance cover to be maintained for the Project in respect of each and every claim or series of claims arising out of the same originating cause shall be £ [redacted]

Professional indemnity insurance cover shall be maintained by the Architect/Consultant for the above amount, except for claims arising out of:

- pollution or contamination, with an annual aggregate limit of £ [redacted]
- asbestos, with an annual aggregate limit of £ [redacted]

## K. Dispute Resolution

### Mediation

The Parties may agree to try to resolve their differences through mediation without prejudice to any other dispute resolution rights.

### Adjudication

Either Party has the statutory right (but no obligation) to refer a dispute, at any time, to adjudication. If it so chooses, the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended shall apply. The Adjudicator's decision is binding unless the dispute is subsequently referred to arbitration or litigation.

### Final Dispute Resolution Process (*select either arbitration or litigation*)

#### Arbitration

The Parties select arbitration for final dispute resolution.

Applies

OR

#### Litigation

The Parties select court proceedings for final dispute resolution.

Applies

If the Parties cannot reach agreement on a person to act as Mediator, Adjudicator or Arbitrator, a nomination shall be made by the Royal Institute of British Architects.

## L. Information Formats

This relates to electronic drawings and documents produced by the Architect/Consultant using Computer Aided Design (CAD), any other proprietary software, or Building Information Modelling (BIM) in connection with the Services. Select the preferred option:

information, drawings and documents produced by the Architect/Consultant shall be provided to the Client in PDF format only

OR

information, drawings and documents produced by the Architect/Consultant shall be provided to the Client in PDF format and in the file format(s) listed below on the condition that the PDF format files take precedence and the Architect/Consultant is not liable for any loss or degradation of information resulting from the translation from the original file format to any other file format or from the recipients' reading of it in any other software or another version of the software referred to below:

Software (e.g. AutoCAD, Revit, ArchiCAD)	Version	File format (e.g. dwg, dxf, dgn, ifc, rvt)	Type of data (e.g. 2D or 3D CAD files, BIM models, spreadsheets, etc.)

OR

information, drawings and documents produced by the Architect/Consultant shall be provided to the Client in accordance with the agreed BIM protocol dated  ref:

## M. Supplementary Agreements

Subject to clause 4.4, the following supplementary documents are applicable (tick only such agreements as it is agreed the Architect/Consultant should enter into):

Novation Agreement (see clauses 4.5 to 4.8 of the Contract Conditions)

on the terms of the CIC Novation Ab Initio (2018)

OR

on the terms attached hereto as Appendix  provided such terms are substantially no more onerous than the above

Collateral Warranty in favour of the Client on Novation of the Contract to the Contractor (see clauses 4.5 to 4.8 of the Contract Conditions)

on the terms of the CIC Collateral Warranty: Consultant/Employer (2018)

OR

on the terms attached hereto as Appendix  provided such terms are substantially no more onerous than the above

- Collateral Warranty in favour of any first purchaser of a non-residential freehold interest in the Project up to a maximum number of  such warranties
  - on the terms of the CIC Collateral Warranty: Purchaser/Tenant (2018)
  - OR
  - on the terms attached hereto as Appendix  provided such terms are substantially no more onerous than the above
  
- Collateral Warranty in favour of any first purchaser of a non-residential leasehold interest in the Project up to a maximum number of  such warranties
  - on the terms of the CIC Collateral Warranty: Purchaser/Tenant (2018)
  - OR
  - on the terms attached hereto as Appendix  provided such terms are substantially no more onerous than the above
  
- Collateral Warranty in favour of any financier of the Project
  - on the terms of the CIC Collateral Warranty: Consultant/Funder (2018)
  - OR
  - on the terms attached hereto as Appendix  provided such terms are substantially no more onerous than the above
  
- other (*please specify*)

As an alternative to Collateral Warranties, the Parties may agree that third party rights are granted in favour of those parties indicated below:

- Third party rights pursuant to the Contracts (Rights of Third Parties) Act 1999 are granted in favour of:
  - (1)  on the terms attached hereto as Appendix
  - (2)  on the terms attached hereto as Appendix
  - (3)  on the terms attached hereto as Appendix

# Contract Conditions

## Definition of Terms

**Architect<sup>4</sup>/Consultant:** the person or organisation that the Client appoints to perform the Services.

**Basic Fee:** the fee for the Services excluding VAT and any additional charges, such as expenses, disbursements, etc.

**Building Contract:** the contract between the Client and the Contractor for the construction of the Project.

**CDM Regulations 2015:** the Construction (Design and Management) Regulations 2015 and any guidance as issued, amended or replaced from time to time by the Health & Safety Executive, which govern the management of health, safety and welfare for construction projects.

**Client:** the person or organisation referred to in item A of the Contract Details. This also includes the Client's representative where one is appointed by the Client with full authority to act on behalf of the Client for all purposes in connection with the matters set out in the Contract, except where advised to the contrary.

**Collateral Warranty:** a contract that provides contractual rights, including the right to recover losses, in favour of a third party who does not have a direct contractual relationship with the Architect/Consultant.

**Confidential Information:** all information relating to the Project and the Client and Architect/Consultant's business and affairs which either Party directly or indirectly receives or acquires from the other Party or any representative of the other Party whether in writing, by electronic mail or verbally and which is not otherwise already in the public domain.

**Construction Cost:** the Client's target cost for the building works as specified in the Project Brief, as set out in item D of the Contract Details (being the Client's initial budget), and subsequently the latest estimate approved by the Client or, where applicable, the actual cost of constructing the Project upon agreement or determination of the final account for the Project. The Construction Cost includes the cost of any equipment and/or materials provided or to be provided by the Client to the Contractor for installation as part of the Project, and any direct works carried out by or on behalf of the Client. The Construction Cost excludes VAT, professional fees, the cost of resolution of any dispute, the Client's legal and in-house expenses and any loss and/or expense payments made to the Contractor or any adjustment for any liquidated damages deducted by the Client.

**Contractor:** the party referred to as the Contractor in the Building Contract.

**Final Date for Payment:** the date, specified in clause 5.13, by which a payment that is due shall be paid.

**Health and Safety File:** the file required by the CDM Regulations 2015, which contains relevant health and safety information needed to allow future construction works, including cleaning, maintenance, alterations, refurbishment and demolition, to be carried out safely.

<sup>4</sup> 'Architect' is a legally protected title in the UK, which can only be used by people registered under the Architects Act 1997 with the Architects Registration Board (ARB).

**Notified Sum:** the sum set out in a Payment Notice or in a default notice.

**Novation:** a procedure whereby the original client and a new client transfer the Architect/Consultant's appointment from the original client to the new client, so that after the Novation the Architect/Consultant carries out its duties for the benefit of the new client and is paid by the new client.

**Novation Agreement:** is a three-way agreement by which an existing contract between the Client and the Architect/Consultant is novated to the Contractor, on the same terms as the first contract, as if the Architect/Consultant and the Contractor had been the original Parties thereto from the outset (i.e. novation ab initio).

**Other Client Appointments:** other consultants or services appointments which have been, or will need to be, made by the Client to enable the Architect/Consultant to undertake its work in connection with the Project.

**Party/Parties:** the signatories to the Agreement: the Client and the Architect/Consultant described in items A and B of the Contract Details.

**Payment Notice:** a notice that the Architect/Consultant issues to the Client, in accordance with clauses 5.10 to 5.15, showing the payment that the Architect/Consultant considers is due and how it was calculated.

**Practical Completion:** when the works are so certified under the Building Contract.

**Principal Contractor:** is a contractor appointed by the Client as Principal Contractor under the CDM Regulations 2015.

**Principal Designer:** is a designer appointed by the Client as Principal Designer under the CDM Regulations 2015.

**Project:** as described in the Project Brief, item D of the Contract Details.

**Project Brief:** the Client's requirements for the Project, as initially set out in item D of the Contract Details, and including any revisions made by the Architect/Consultant and approved by the Client.

**Project Programme:** the Client's initial programme for the Project, as specified in item D of the Contract Details and including any revisions made by the Architect/Consultant and approved by the Client.

**Schedule of Services:** the schedule specifying the role specifications, Services and additional services to be undertaken by the Architect/Consultant in connection with the Project, which is incorporated into the Contract.

**Services:** the professional services to be performed by the Architect/Consultant specified in the Schedule of Services, which may be varied by agreement.

**Third Party Rights Schedule:** the schedule defining the rights granted, as an alternative to a Collateral Warranty, to a third party who is not a party to the Contract, such as a funder, purchaser or tenant, to enforce certain benefits of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999.



---

# Clauses

---

## 1. General Interpretation

- 1.1 Where under the Contract an action is required to be taken within a specified period, in calculating a period a day shall be a calendar day and a date shall be a calendar date. When a period is calculated, it shall exclude Saturdays, Sundays and public holidays.
- 1.2 The provisions of the Contract continue to bind the Client and the Architect/Consultant as long as is necessary to give effect to the Parties' respective rights and obligations.
- 1.3 The Contract supersedes any previous agreement or arrangements between the Client and the Architect/Consultant in relation to the Services (whether oral or written) and represents the entire agreement between the Client and the Architect/Consultant in relation to the Services. All additions, amendments and variations to the Contract shall be binding only if in writing and signed by the duly authorised representatives of both the Client and the Architect/Consultant. The Client and the Architect/Consultant shall not claim to have relied upon any statements or representations made by the other Party other than those set out in the Contract.
- 1.4 If any clause or part of any clause of the Contract is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Contract and this shall not affect any other clause of the Contract, nor the validity of the remaining clauses of the Contract, which shall remain in full force.
- 1.5 The Contract is subject to the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 1.6 Except where indicated in item M of the Contract Details, there is no intention to grant rights to third parties pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 1.7 Subject to clause 3.1 of the Contract Conditions, to the extent that either Party processes personal data, as part of the Contract, the Party undertakes to do so in compliance with the General Data Protection Regulation (GDPR) and to keep such personal data in a secure technological environment.

---

## 2. Client's Responsibilities

- 2.1 The Client shall:
- 2.1.1 inform the Architect/Consultant of the Project Brief, the Construction Cost, the Project Programme and the Services required and of any subsequent changes required and agree steps to mitigate the consequences
  - 2.1.2 provide to the Architect/Consultant, free of charge, information in the Client's possession, or which is reasonably obtainable, and which is necessary for the proper and timely performance of the Services, and the Architect/Consultant shall be entitled to rely on such information
  - 2.1.3 make decisions and give approvals as necessary for the proper and timely performance of the Services
  - 2.1.4 appoint or otherwise engage any Other Client Appointments required to perform work or services under separate agreements and require them to collaborate with the Architect/Consultant. The Client shall confirm in writing to the Architect/Consultant the work or services to be performed by any Other Client Appointments
  - 2.1.5 hold the Other Client Appointments, and not the Architect/Consultant, responsible for the proper carrying out and completion of the work or services entrusted to them under any Other Client Appointments

- 2.1.6 hold the Contractor(s) appointed to undertake construction works, and not the Architect/Consultant, responsible for the proper carrying out and completion of construction works in compliance with the Building Contract
  - 2.1.7 where the Architect/Consultant is appointed as Contract Administrator for the Building Contract, not deal with the Contractor(s) directly or interfere with the Architect/Consultant's duties under the Building Contract
  - 2.1.8 not hold the Architect/Consultant responsible for any instructions issued by the Client to the Other Client Appointments or Contractor
  - 2.1.9 pay any statutory charges and any fees, expenses and disbursements in respect of any obligations for planning, building control and other consents.
- 2.2 The Client may issue reasonable instructions to the Architect/Consultant. The Client's named representative, as indicated in item A of the Contract Details, shall have full authority to act on behalf of the Client for all purposes in connection with the matters set out in the Contract.
- 2.3 The Client acknowledges that the Architect/Consultant does not warrant:
- 2.3.1 that planning permission and other approvals from third parties shall be granted at all or, if granted, will be granted in accordance with any anticipated time-scale
  - 2.3.2 compliance with the Project Programme and Construction Cost, which may need to be reviewed for, but not limited to:
    - (a) variations instructed by the Client
    - (b) fluctuations in market prices
    - (c) delays caused by any Other Client Appointments, the Contractor or any other factor that is not the responsibility of the Architect/Consultant under the Contract
    - (d) the discovery at any time of previously unknown conditions which were not reasonably foreseeable at the date of the Contract
  - 2.3.3 the competence, performance, work, services, products or solvency of any Other Client Appointments or the Contractor.
- 2.4 The Client shall not disclose Confidential Information unless:
- 2.4.1 disclosure is necessary to take professional advice in relation to the Contract or the Services
  - 2.4.2 it is already in the public domain other than due to wrongful use or disclosure by the Client
  - 2.4.3 disclosure is required by law or because of disputes arising out of or in connection with the Contract.

---

### 3. Architect/Consultant's Responsibilities

- 3.1 In the performance of the Services and discharging all the obligations under the Contract, the Architect/Consultant will exercise the reasonable skill, care and diligence to be expected of an Architect/Consultant experienced in the provision of such services for projects of a similar size, nature and complexity to the Project. Notwithstanding anything that may appear elsewhere to the contrary, whether under this Contract or otherwise, the Architect/Consultant's duties and obligations shall be deemed to be subject to the exercise of such reasonable skill, care and diligence and nothing contained in this Agreement or elsewhere shall be construed as imposing on the Architect/Consultant any greater duty than the exercise of such reasonable skill, care and diligence.

- 3.2** The Architect/Consultant shall:
- 3.2.1** perform the Services with due regard to the Project Brief
  - 3.2.2** inform the Client of progress in the performance of the Services and, upon becoming aware, of any issue that may materially affect the Project Brief, Project Programme, Construction Cost or quality of the Project, and any information, decision or action required in mitigation
  - 3.2.3** inform the Client of a need to make any Other Client Appointments to perform work in connection with the Project and/or any information, decision or action required from the Client or Other Client Appointments in connection with the performance of the Services
  - 3.2.4** act on behalf of the Client in the matters set out in the Contract or in relation to any project procedures agreed with the Client from time to time, subject to the Client's prior written approval
  - 3.2.5** if acting as Contract Administrator for the Building Contract, exercise impartial and independent judgement when acting as an intermediary between the Client and the Contractor
  - 3.2.6** collaborate with any Other Client Appointments named in the Contract Details or any other parties who might reasonably be expected to perform work or services and, where indicated in the Services, the Architect/Consultant shall co-ordinate relevant information received from such persons with the Architect/Consultant's design, but the Architect/Consultant shall not be responsible for the content of the information received
  - 3.2.7** make no material alteration to the Services or the approved design without the prior written consent of the Client, except in an emergency, whereupon the Architect/Consultant shall confirm such actions to the Client without delay.
- 3.3** The Architect/Consultant shall have the right to publish photographs of the Project, and the Client shall give reasonable access to the Project for this purpose for 2 years after Practical Completion. The Architect/Consultant shall obtain written consent from the Client, which shall not be unreasonably withheld or delayed, before the publication of any information about the Project, unless reasonably necessary for the performance of the Services.
- 3.4** The Architect/Consultant shall not disclose Confidential Information unless:
- 3.4.1** disclosure is necessary for the proper performance of the Services, or in order to take professional advice in relation to the Contract or the Services, or in order to obtain/maintain insurance cover as required by the Contract
  - 3.4.2** it is already in the public domain other than due to wrongful use or disclosure by the Architect/Consultant
  - 3.4.3** disclosure is required by law or because of disputes arising out of or in connection with the Contract.

---

## **4. Assignment, Sub-contracting, Other Client Appointments, Supplementary Agreements and Novation**

### **Assignment**

- 4.1** Neither the Architect/Consultant nor the Client shall at any time assign the benefit of the Contract or any rights arising under it without the prior written consent of the other. Such consent shall not be unreasonably withheld or delayed.

### Sub-contracting

- 4.2 The Architect/Consultant shall not sub-contract performance of any part of the Services without the prior consent of the Client, and such consent shall not be unreasonably withheld or delayed. Any such sub-contracting shall not relieve the Architect/Consultant of responsibility for carrying out and completing the Services in accordance with the Contract. Such consent shall not be required for agency or self-employed staff.

### Other Client Appointments

- 4.3 If during the performance of the Services it would, in the opinion of the Architect/Consultant, be of benefit to the Client for it to engage Other Client Appointments with appropriate knowledge and experience to perform part of the Services and the Client agrees to make such an appointment, it shall be made without undue delay and the Client shall give written notice accordingly to the Architect/Consultant. The Architect/Consultant shall be relieved of responsibility and liability for that element of the Services. The Architect/Consultant shall collaborate with such Other Client Appointments.

### Supplementary Agreements

- 4.4 The Architect/Consultant shall execute Collateral Warranties within fourteen working days of a request to do so by the Client, or grant third party rights under the Contract (Rights of Third Parties) Act 1999, to such parties and on such terms as are indicated in item M of the Contract Details.

### Novation

- 4.5 Subject to clause 4.8, the Client, having engaged the Architect/Consultant under the Contract in respect of the provision of consultancy services for a traditional form of Building Contract, may subsequently novate the Contract to a Contractor appointed to carry out the design and construction of the development under a design and build form of Building Contract by means of the Novation Agreement set out on terms to be agreed based on the template clauses in clause 4.7.
- 4.6 Novation shall be on terms which shall provide that from the point of Novation of the Contract both the Client and the Architect/Consultant shall release each other from all past and future obligations and liabilities under the Contract and the Architect/Consultant shall accept the Contractor in lieu of the Client in respect of all past and future obligations and liabilities and the Contractor shall accept the appointment of the Architect/Consultant as if the Contractor had been a party to the Contract in lieu of the Client from the outset of the Contract, save that the Parties will acknowledge that, prior to the date of the Novation Agreement, the Architect/Consultant was performing the Services for the benefit of and solely on the instructions of the Client and not the Contractor.
- 4.7 In the event of a Novation, it is agreed that terms set out in italics in clauses 4.7.1 to 4.7.4 inclusive, or similar terms in all material aspects, shall be included in a separate Novation Agreement to be entered into by the Client, the Architect/Consultant and the Contractor:
- 4.7.1 *the Client hereby agrees to release and discharge the Architect/Consultant from further performance of its obligations under the Architect/Consultant's appointment and from all duties, liabilities, claims and demands whatsoever, whether under the Architect/Consultant's appointment or otherwise and whether arising prior to, on or subsequent to the date of this novation agreement. (Where the Architect/Consultant has provided a Collateral Warranty or granted third party rights to the Client pursuant to clause 4.4, this wording shall be prefaced by: 'Without prejudice to any other rights or remedies the Client may have under a Collateral Warranty or Third Party Rights Schedule pursuant to clause 4.4')*

- 4.7.2** *the Client and the Architect/Consultant and the Contractor hereby agree that the Architect/Consultant's appointment shall be deemed to have been made with the Contractor in place of the Client from the outset for all purposes and in respect of all rights, benefits, liabilities and duties thereunder, whether arising prior to, on or subsequent to the date of this novation agreement, including, without restriction, any limitation or exclusion of liability therein so that the Architect/Consultant shall have no greater or longer liability to the Contractor hereunder than it would have owed to the Client under the Architect/Consultant's appointment. The Architect/Consultant agrees that it shall not assert that the Contractor has suffered no loss solely because a breach of the Architect/Consultant's appointment occurred prior to the date of this novation agreement but the parties acknowledge that the Architect/Consultant in carrying out its obligations under the Architect/Consultant's appointment prior to the date of this novation agreement was acting for the benefit of and solely on the instructions of the Client*
- 4.7.3** *the Architect/Consultant hereby agrees to release and discharge the Client from further performance of the Architect/Consultant's appointment and all duties, liabilities, claims and demands whatsoever, whether arising prior to, on or subsequent to the date of this novation agreement and the Architect/Consultant accepts the Contractor in place of the Client under the Architect/Consultant's appointment*
- 4.7.4** *the Contractor agrees to perform all of the duties and accepts all the obligations of the Client under the Architect/Consultant's appointment and to be bound by all its terms and conditions in every way as if it had been named as a party to the Architect/Consultant's appointment in place of the Client from the outset.*
- 4.8** Notwithstanding the above provisions, the Architect/Consultant is under no obligation to agree to the Novation and may terminate the Contract by giving at least 7 days' written notice and complying with clause 9.3.

---

## **5. Fees and Expenses**

- 5.1** The fees for performance of the Services and/or any additional services shall be calculated in accordance with this clause and as specified in the Contract Details.
- 5.2** The Basic Fee for performance of the Services shall be as specified in item F of the Contract Details and may be any or a combination of:
- 5.2.1** the specified percentage or percentages applied to the Construction Cost. Until the actual cost of the building work is known, the percentages are applied to the latest approved estimate of the cost of the building works or the Building Contract sum. The total fee shall be adjusted based on the final Construction Cost on completion of the Services. The cost shall exclude VAT, fees and any claims made by or against the Contractor(s)
  - 5.2.2** the separate percentages specified for each RIBA Plan of Work stage applied to the Construction Cost at the end of the previous stage
  - 5.2.3** the specified lump sum or sums
  - 5.2.4** the time charges ascertained by multiplying the time reasonably spent in the performance of the Services by the specified hourly or daily rate for the relevant personnel, as set out in item G of the Contract Details. Time 'reasonably spent' includes the time spent in connection with performance of the Services in travelling from and returning to the Architect/Consultant's office
  - 5.2.5** any other agreed method.
- 5.3** Lump sums and rates for time charges, mileage and printing shall be revised every 12 months in accordance with changes in the Consumer Prices Index. Each 12-month period commences on the anniversary of the date of the Contract.

- 5.4** The Basic Fee shall be adjusted:
- 5.4.1** including due allowance for any loss and/or expense, if material changes are made to the Project Brief and/or the latest approved estimate of the cost of the building work and/or the Project Programme save to the extent that any changes arise from a breach of the Contract by the Architect/Consultant, and/or the Services are varied by agreement
  - 5.4.2** where percentage fees in accordance with clause 5.2.1 or 5.2.2 apply, to compensate for any reduction of the Construction Cost arising solely from deflationary market conditions not prevailing at the date of the Contract.
- 5.5** If the Architect/Consultant is involved in extra work or incurs extra expense for reasons beyond the Architect/Consultant's reasonable control, additional fees shall be calculated on a time basis in accordance with clause 5.2.4 at the rate(s) set out in item G of the Contract Details unless otherwise agreed. Matters in relation to which the Architect/Consultant shall be entitled to additional fees include, but are not limited to, where:
- 5.5.1** the cost of any work, installation or equipment, in connection with which the Architect/Consultant performs Services, is not included in the Construction Cost
  - 5.5.2** the Architect/Consultant is required to vary any Service already commenced or completed or to provide a new design after the Client has authorised development of an approved design
  - 5.5.3** the nature of the Project reasonably requires that substantial parts of the design are not completed or that they are specified provisionally or approximately before construction commences
  - 5.5.4** performance of the Services is delayed, disrupted or prolonged.
- 5.6** The Architect/Consultant shall inform the Client on becoming aware that clause 5.5 shall apply. Clause 5.5 shall not apply to the extent that any change or extra work or expense arises from a breach of the Contract by the Architect/Consultant.
- 5.7** The Client shall reimburse the Architect/Consultant for expenses and disbursements in the manner specified in item H of the Contract Details.
- 5.8** The Architect/Consultant shall maintain records of time spent on Services performed on a time basis and for any expenses and disbursements to be reimbursed at net cost. The Architect/Consultant shall make such records available to the Client on reasonable request.
- 5.9** Where the Architect/Consultant is instructed by the Client to invite a tender or tenders for work or services in connection with the Project but no tender is submitted or accepted, the Architect/Consultant shall be entitled to fees due up to and including the receipt of tenders based on the construction work or that part of it relating to the Services current at the date of tender.

### **Payment Notices**

- 5.10** The Architect/Consultant shall issue Payment Notices at the intervals specified in item I of the Contract Details.
- 5.11** In the event of non-payment of any amount properly due to the Architect/Consultant under the Contract, the Architect/Consultant is entitled to interest on the unpaid amounts under the provisions of clause 5.22. The Architect/Consultant may:
- 5.11.1** suspend use of the copyright licence under the provisions of clause 6
  - 5.11.2** suspend or terminate performance of the Services and other obligations under the provisions of clause 9
  - 5.11.3** commence dispute resolution procedures and/or debt recovery procedures.

- 5.12** Each Payment Notice shall comprise the Architect/Consultant's account, setting out any accrued instalments of the fee and other amounts due, less any amounts previously paid, and stating the basis of calculation of the amount specified, which shall be the Notified Sum. The payment due date shall be the date of the Architect/Consultant's Payment Notice. Instalments of fees shall be calculated on the Architect/Consultant's reasonable estimate of the percentage of completion of the Services or stages or other services or any other specified method.
- 5.13** The Client shall pay the Notified Sum within 14 days of the date of issue of the relevant Payment Notice (which shall be the Final Date for Payment) unless:
- 5.13.1** the Architect/Consultant has become insolvent (as defined in the Housing Grants, Construction and Regeneration Act 1996) at any time between the last date on which the Client could have issued the notice under clause 5.16 and the Final Date for Payment
- 5.13.2** the Client issues a notice under clause 5.16.
- 5.14** The Client shall not delay payment of any undisputed part of the Notified Sum.
- 5.15** The Architect/Consultant shall submit the final Payment Notice for fees and any other amounts due when the Architect/Consultant reasonably considers the Services have been completed.
- Notice of Intention to Pay Less**
- 5.16** If the Client intends to pay less than the Notified Sum, the Client shall give a written notice to the Architect/Consultant not later than 5 days before the Final Date for Payment, specifying:
- 5.16.1** the amount that the Client considers to be due on the date the notice is served
- 5.16.2** the basis on which that sum is calculated
- 5.16.3** the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it.
- 5.17** The Client shall, on or before the Final Date for Payment, make payment to the Architect/Consultant of the amount, if any, specified in the written notice.
- 5.18** If no such notice is given, the amount due and payable shall be the Notified Sum stated as due in the Architect/Consultant's account. The Client shall not delay payment of any undisputed part of the account.
- 5.19** If the Client issues such a notice and the matter is referred to an Adjudicator who decides that an additional sum, greater than the amount stated in the notice of intention to pay less, is due, the Client shall pay that sum within 7 days of the date of the decision or the date which, in the absence of the notice, would have been the Final Date for Payment.
- 5.20** The Client shall not withhold any amount due to the Architect/Consultant under the Contract unless the amount has been agreed with the Architect/Consultant or has been decided by any tribunal to which the matter is referred as not being due to the Architect/Consultant. All rights of set-off at common law or in equity which the Client would otherwise be entitled to exercise are expressly excluded.
- 5.21** If the performance of any or all of the Services and/or obligations is suspended or terminated, the Architect/Consultant shall be entitled to:
- 5.21.1** payment of any part of the fee and other amounts properly due to the date of the last instalment and a fair and reasonable amount up to the date of suspension or termination to reflect any work undertaken but not completed at the time of suspension or termination and payment of any licence fee due under clause 6
- 5.21.2** reimbursement of any loss and/or damages caused to the Architect/Consultant due to the suspension or the termination, except where the Architect/Consultant is in material or persistent breach of the obligations under the Contract.

- 5.22** In the event that any amounts are not paid when properly due, the Architect/Consultant shall be entitled to simple interest on such amounts until the date that payment is received at 8% per year over the dealing rate of the Bank of England, current at the date that payment becomes overdue, together with such costs as are reasonably incurred by the Architect/Consultant (including costs of time spent by principals, employees and advisers) in obtaining payment of any sums due under the Contract. Any entitlement to interest at the specified rate shall also apply to any amounts that are awarded in adjudication, arbitration or legal proceedings.
- 5.23** The Client or the Architect/Consultant shall pay to the other Party who successfully pursues, resists or defends any claim or part of a claim brought by the other:
- 5.23.1** such costs as are reasonably incurred (including costs of time spent by principals, employees and advisers) where the matter is resolved by negotiation or mediation
- 5.23.2** such costs as may be determined by any dispute resolution body, to which the matter is referred.
- 5.24** In addition to the fees and expenses, the Client shall pay any VAT chargeable on the Architect/Consultant's fees and expenses.

---

## **6. Copyright and Licence**

- 6.1** The Architect/Consultant shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the Services, and this clause generally asserts the Architect/Consultant's moral right to be identified as the author of such work.
- 6.2** No part of any design by the Architect/Consultant may be registered under the Registered Designs Regulations 2001 by the Client without the written consent of the Architect/Consultant.
- 6.3** The Client shall have a licence to copy and use such of the drawings and documents for which all fees and other amounts properly due have been paid, only for purposes related to the construction of the Project or its subsequent use or sale, but they may not be used for reproduction of the design for any part of any extension of the Project or any other project without the Architect/Consultant's written consent.
- 6.4** Where produced using CAD, BIM or other proprietary software, drawings and documents shall be provided to the Client in PDF format only, unless an alternative format has been agreed and set out in item L of the Contract Details.
- 6.5** Copying or use of the drawings and documents by any Other Client Appointments providing services to the 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.
- 6.6** The Architect/Consultant shall be liable to the Client in respect of any reasonably foreseeable and fully mitigated expenses, losses or damages suffered by the Client as a result of the work of the Architect/Consultant being in breach of copyright or any other intellectual rights of any third party.
- 6.7** The Architect/Consultant shall not be liable for any use of the drawings and documents other than for the purpose for which they were prepared and provided by the Architect/Consultant.
- 6.8** If at any time the Client is in default of payment of any fees or other amounts properly due, the Architect/Consultant 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.



- 6.9 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.
- 6.10 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 the Architect/Consultant of any invention or design patents, etc. for the purpose of performing the Services.

---

## 7. Architect/Consultant's Liability

- 7.1 No action or proceedings arising out of or in connection with the Contract whether in contract, in tort, for negligence or breach of statutory duty or otherwise shall be commenced after the expiry of 6 or 12 years, depending on how the Contract is executed, from the date of Practical Completion or the date of completion of the last Services, whichever is the earlier.
- 7.2 In any such action or proceedings:
- 7.2.1 the Architect/Consultant's liability for loss or damage shall not exceed the amount of the Architect/Consultant's professional indemnity insurance specified in item J of the Contract Details
  - 7.2.2 no employee of the Architect/Consultant or any agent of the Architect/Consultant shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.
- 7.3 In respect of any claim by the Client under the Contract, and without prejudice to the provisions of clause 7.2.1, the Architect/Consultant's liability shall be limited to such sum as shall be agreed between the Parties or adjudged by the court to be the proportion of the loss to the Client caused by the Architect/Consultant's failure to exercise reasonable skill, care and diligence in the performance of its duties under the Contract. This proportion is to be calculated on the basis that:
- 7.3.1 all other consultants, contractors and Other Client Appointments providing work or services for the Project are deemed to have provided to the Client contractual undertakings in respect of their work or services on terms materially no less onerous than those which apply to the Architect/Consultant under the Contract
  - 7.3.2 there are deemed to be no exclusions or limitations of liability or joint insurance or co-insurance provisions between the Client and any other persons referred to in this clause
  - 7.3.3 all the persons referred to in this clause are deemed to have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and/or damage.

---

## 8. Professional Indemnity Insurance

- 8.1 The Architect/Consultant shall maintain, until the expiry of the period specified in clause 7.1, professional indemnity insurance with a limit of indemnity not less than the amount or amounts specified in item J of the Contract Details, provided such insurance continues to be offered on commercially reasonable terms to the Architect/Consultant at the time when the insurance is taken out or renewed. The Architect/Consultant, when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance has been obtained and/or is being maintained.
- 8.2 The Architect/Consultant shall inform the Client if such insurance ceases to be available on commercially reasonable terms or, subsequent to the date of the Contract, any restrictions are attached to the policy or an aggregate limit applies to any matters other than those specified in the Contract Details in order that the Architect/Consultant and the Client can discuss the best means of protecting their respective positions.

- 8.3** Nothing in the Contract confers any right to enforce any of its terms on any person who is not a party to it, other than lawful assignees.

---

## **9. Suspension or Termination**

- 9.1** The Client may suspend or terminate performance of any or all of the Services and other obligations under the Contract by giving the Architect/Consultant at least 7 days' written notice and stating the reason for doing so.
- 9.2** The Architect/Consultant may suspend or terminate performance of any or all of the Services and other obligations under the Contract by giving the Client at least 7 days' written notice and stating the grounds on which it intends to do so. Such grounds are limited to:
- 9.2.1** the Client's failure to pay any fees or other amounts due by the Final Date for Payment unless, where applicable, the Client has given effective notice under clause 5.16 of the intention to pay less than the amount stated in the Architect/Consultant's Payment Notice
  - 9.2.2** that the Client is in material or persistent breach of its obligations under the Contract
  - 9.2.3** that the Architect/Consultant is prevented from or impeded in performing the Services for reasons beyond the Architect/Consultant's control
  - 9.2.4** that the Architect/Consultant does not agree to Novation of the Contract to the Contractor
  - 9.2.5** force majeure
  - 9.2.6** any other reasonable grounds for suspension or termination of the Contract.
- 9.3** In the event of suspension or termination, the Architect/Consultant shall cease performance of the Services and/or other obligations under the Contract in an orderly and economical manner on the expiry of the notice period after receipt or issue of a notice of suspension or termination.
- 9.4** If the reason for a notice of suspension or termination arises from a default:
- 9.4.1** which is remedied, the Architect/Consultant shall resume performance of the Services and other obligations under the Contract within a reasonable period
  - 9.4.2** which is not remedied by the defaulting Party, the Contract shall be ended by the non-defaulting Party giving at least 7 days' further written notice.
- 9.5** Where Services are suspended by either Party after serving notice under clause 9.1 or clause 9.2 and not resumed within 6 months, the Architect/Consultant has the right to treat performance of the Services as ended on giving at least 7 days' further written notice to the Client.
- 9.6** Any period of suspension arising from a valid notice given under clause 9.1 or clause 9.2 shall be disregarded in computing, for the purposes of any specified time limit, the time taken by the Architect/Consultant to complete any work directly or indirectly affected by the exercise of the right of the Architect/Consultant to suspend performance.
- 9.7** Performance of the Services and/or other obligations may be terminated immediately by notice from either Party if:
- 9.7.1** the other Party becomes bankrupt or is subject to a receiving or administration order, and/or goes into liquidation, and/or becomes insolvent, and/or makes any arrangements with creditors
  - 9.7.2** the other Party becomes unable to perform its obligations through death or incapacity.

- 9.8 On termination of performance of the Services and/or other obligations under the Contract, a copy of any drawings and documents produced pursuant to the Services and not previously provided by the Architect/Consultant to the Client shall be delivered to the Client by the Architect/Consultant, subject to the terms of the licence under clause 6.3 and payment of any outstanding fees and other amounts due plus the reasonable expenses of the Architect/Consultant.

## 10. Dispute Resolution

### Mediation

- 10.1 Subject to clause 10.2, the Parties may attempt to settle the dispute, in the first instance, by mediation as specified in item K of the Contract Details.

### Adjudication

- 10.2 Either Party may, under its statutory rights, give notice at any time of its intention to refer a dispute or difference to an Adjudicator.
- 10.3 Referral of the dispute to an Adjudicator shall be made within 7 days of the issue of the notice.
- 10.4 The Parties may agree who shall act as the Adjudicator or the Adjudicator shall be a person nominated, at the request of either Party, by the nominating body specified in item K of the Contract Details.
- 10.5 The Adjudicator may allocate between the Parties the costs relating to the adjudication, including the fees and expenses of the Adjudicator.
- 10.6 The adjudication rules shall be as stated in item K of the Contract Details.
- 10.7 If the initial/preferred dispute resolution process is not successful, the dispute shall be referred to the final resolution process, as set out in item K of the Contract Details.

### Arbitration

- 10.8 Where it is stated in item K of the Contract Details that arbitration applies as an alternative to litigation:
- 10.8.1 without prejudice to any right of adjudication, where in item K of the Contract Details an arbitration agreement is made and either Party requires a dispute or difference (except in connection with the enforcement of any decision of an Adjudicator) to be referred to arbitration then that Party shall serve on the other Party a notice of arbitration to that effect and the dispute or difference shall be referred to a person to be agreed between the Parties or, failing agreement within 14 days of the date on which the notice is served, a person appointed by the appointing body specified in item K of the Contract Details on the application of either Party
- 10.8.2 the Client or the Architect/Consultant may refer to litigation any claim for a financial remedy which does not exceed the financial limit provided by order made under section 91 of the Arbitration Act 1996
- 10.8.3 in such arbitration the Construction Industry Model Arbitration Rules (CIMAR) current at the date of the referral shall apply
- 10.8.4 the Arbitrator shall not have the power referred to in section 38(3) of the Arbitration Act 1996.

### Litigation

- 10.9 Where it is stated in item K of the Contract Details that litigation applies, either Party may start court proceedings to settle a dispute.

## 11. Information Formats

- 11.1** Provided that all fees and/or other amounts properly due are paid, the Client shall have a licence to copy and use the electronic drawings and documents detailed in item L of the Contract Details only for purposes related to construction of the Project or its subsequent use or sale, and they may not be used for reproduction of the design for any part of any extension of the Project or any other project. Such licence is subject always to clauses 6.3 and 6.8.
- 11.2** Copying or use of the electronic drawings and documents by any Other Client Appointments providing services to the 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.
- 11.3** The Architect/Consultant shall not be liable for any use of the electronic drawings and documents other than for the purpose for which they were prepared.
- 11.4** Without prejudice to the Architect/Consultant's obligations under the Contract, the Architect/Consultant does not warrant, expressly or impliedly, the integrity of any electronic data delivered in accordance with the provisions of item L of the Contract Details.
- 11.5** The Architect/Consultant shall have no liability to the Client in connection with any corruption or any unintended amendment, modification or alteration of the electronic drawings and documents which occurs after they have been issued by the Architect/Consultant.

FOR CONSULTATION PURPOSES ONLY

# Schedule of Services

List the specific services that the Architect/Consultant will carry out at each stage of the Project. The Services will be in accordance with the stages defined in the RIBA Plan of Work.

The Services are set out in four parts:

- **Role Specifications** – specify the architectural services roles to be performed, including any to be performed by sub-consultants employed directly by the Architect/Consultant. Add any other roles required in addition to those defined in the RIBA Plan of Work.
- **The Services** – a comprehensive set of services for each of the architectural services roles is set out in the Schedule of Services.
- **Other Services** – these are services that the Architect/Consultant could undertake on behalf of the Client for the Project. If these services are to be undertaken for the Project, they will either be included in the Basic Fee, or charged on a time-based or lump sum basis.
- **Additional Services** – these services are excluded from the Contract but may be instructed as additional services, if the need arises during the Project, and are subject to additional fees.

# Role Specifications

The Services will be performed in the specified stages and include performance of any specified roles (where applicable, as defined in the RIBA Plan of Work) in the list below. Specified roles include any performed by sub-consultants employed directly by the Architect/Consultant.

When completing the Role Specifications, where an option APPLIES tick  the box to confirm that the role is being undertaken.

## Architectural Roles

<input type="checkbox"/>	<b>Architect/Consultant</b>	Stages that apply	<input type="text"/>
<input type="checkbox"/>	<b>Lead Designer</b>	Stages that apply	<input type="text"/>
<input type="checkbox"/>	<b>Project Lead</b>	Stages that apply	<input type="text"/>
<input type="checkbox"/>	<b>Contract Administrator</b>	Stages that apply	<input type="text"/>

Full planning application services are listed under the Architect/Consultant's Services in stage 3, as this is the anticipated norm for a standard project. If full planning application is to be made at the end of stage 2, then the appropriate box in Town Planning services in the Architect/Consultant's Services in stage 3 of the Services, must be ticked .

## Specialist Roles

State any specialist roles that the Architect/Consultant is going to undertake e.g. planning consultant, landscape architect, interior designer, information manager, BIM co-ordinator, etc.

<input type="checkbox"/>	_____	Stages that apply	<input type="text"/>
<input type="checkbox"/>	_____	Stages that apply	<input type="text"/>
<input type="checkbox"/>	_____	Stages that apply	<input type="text"/>
<input type="checkbox"/>	_____	Stages that apply	<input type="text"/>
<input type="checkbox"/>	_____	Stages that apply	<input type="text"/>
<input type="checkbox"/>	_____	Stages that apply	<input type="text"/>

The services for the above Specialist Role(s) that the Architect/Consultant is undertaking will be added as an appendix to this Contract.

This Schedule of Services **excludes** the role of **Principal Designer** as set out in the CDM Regulations 2015. The RIBA recommends that the default choice for the Principal Designer should be the Architect/Consultant, who should be appointed under a separate and distinct professional services contract (i.e. *RIBA Principal Designer Professional Services Contract 2018*).

# The Services

The Services are listed by Plan of Work Stage and cover a broad range of services. The Architect/Consultant is authorised to perform and shall be responsible for performance of the Services. Make any necessary amendments to include any additional services required.

The Services are for a traditional form of procurement covering Stages 0 to 7. However, if the Architect/Consultant is novated at any point during the Contract, the Services post Novation can be subsequently struck out and amended or redrafted to accord with the services subsequently required.

The Services being undertaken should be selected individually and ticked  where an option APPLIES, provided that clause 3.2 of the Contract Conditions shall always apply.

## Stage 0 – Strategic Definition

It is anticipated that Stage 0 services will be commissioned as a separate professional services contract or letter of appointment. However, if the Architect/Consultant is appointed before the Project Brief is developed, Stage 0 services can be included.

Role	Services
Architect/Consultant	<ul style="list-style-type: none"><li><input type="checkbox"/> Provide feedback from previous projects</li><li><input type="checkbox"/> Take part in workshops to develop the business case for the Project</li><li><input type="checkbox"/> Review relevant information from the Client to confirm the Client's strategic brief</li><li><input type="checkbox"/> Carry out a strategic sustainability review of the Client's needs and potential sites, including re-use of existing facilities, building components or materials</li></ul> <p>Other <i>(please specify)</i></p> <hr/> <hr/> <hr/>
Lead Designer	Please specify



Role	Services
Project Lead	<ul style="list-style-type: none"> <li>■ Collate feedback from previous projects from the Other Client Appointments</li> <li>■ Collate comments and organise workshops to discuss the business case for the Project and develop strategic brief with the Other Client Appointments</li> <li>■ Assist the client in determining the initial Construction Cost</li> <li>■ Discuss with the Client initial considerations for the Other Client Appointments</li> </ul> <p>Other (<i>please specify</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p>

**Stage 1 – Preparation and Brief**

Role	Services
Architect/Consultant	<ul style="list-style-type: none"> <li>■ Assist the Client in identifying sustainability targets for the Project</li> <li>■ Visit the site and carry out an initial appraisal</li> <li>■ Prepare a site report advising the Client of any reasonably identifiable previous uses and restrictions of which the Architect/Consultant should reasonably be aware</li> <li>■ On behalf of the Client, arrange for surveys or other investigations that the Architect/Consultant identifies as reasonably required. Please specify:</li> </ul> <p>_____</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> <li>■ Contribute to the development of the Project Programme</li> <li>■ Assist the Client to determine the Construction Cost</li> <li>■ Assist the Client in developing the initial Project Brief</li> <li>■ Assist the Client in identifying the procurement method</li> <li>■ Prepare and discuss feasibility studies for the Project</li> <li>■ Provide architectural information to the Other Client Appointments as reasonably required to enable them to carry out their services</li> </ul> <p>Other (<i>please specify</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p>



Role	Services
Lead Designer	Please specify <hr/> <hr/> <hr/>
Project Lead	<ul style="list-style-type: none"> <li><input type="checkbox"/> Organise workshops and collate comments as required to develop the initial Project Brief</li> <li><input type="checkbox"/> Establish the Project Programme with the Client</li> <li><input type="checkbox"/> Comment on the Construction Cost</li> <li><input type="checkbox"/> Assist the Client to prepare the Schedule of Services for the Other Client Appointments</li> <li><input type="checkbox"/> Assist the Client to negotiate the Other Client Appointments' terms of appointment</li> <li><input type="checkbox"/> Establish the project management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Other Client Appointments</li> <li><input type="checkbox"/> Issue instructions to the Other Client Appointments on behalf of the Client</li> </ul> Other <i>(please specify)</i> <hr/> <hr/> <hr/>

## Stage 2 – Concept Design

Role	Services
Architect/Consultant	<ul style="list-style-type: none"> <li><input type="checkbox"/> Develop sustainability strategy</li> <li><input type="checkbox"/> Co-ordinate the relevant information received from the Other Client Appointments with the Architect/Consultant's design</li> <li><input type="checkbox"/> Prepare the architectural concept design for discussion with the Client</li> <li><input type="checkbox"/> Provide architectural information to the Other Client Appointments as reasonably required to enable them to carry out their services</li> <li><input type="checkbox"/> Identify design solutions and discuss possible construction methods for the Project with the Client</li> <li><input type="checkbox"/> Undertake third party consultations, as reasonably required</li> <li><input type="checkbox"/> With the Other Client Appointments, develop the concept design</li> <li><input type="checkbox"/> Comment on the Project Programme</li> <li><input type="checkbox"/> Provide architectural information for updating the Construction Cost and review the architectural design development against the latest approved Construction Cost</li> <li><input type="checkbox"/> Collate and agree with the Client changes to the initial Project Brief and issue the final Project Brief</li> <li><input type="checkbox"/> Provide architectural design information and identify the reasonably foreseeable residual health and safety risks to the Principal Designer</li> <li><input type="checkbox"/> Provide a stage report in respect to the architectural design for the Client's approval before progressing to the next stage</li> </ul>



Role	Services
Architect/Consultant <i>(continued)</i>	<p><b>Town Planning services</b></p> <ul style="list-style-type: none"> <li>■ Submit an application to the appropriate planning authority for pre-application advice</li> <li>■ Submit the outline application for planning approval</li> </ul> <p>Other <i>(please specify)</i></p> <p>_____</p> <p>_____</p> <p>_____</p>
Lead Designer	<ul style="list-style-type: none"> <li>■ Identify requirement for additional consultants or specialist designers</li> <li>■ Prepare the design programme with input from the Other Client Appointments</li> <li>■ With the Other Client Appointments, develop a design responsibility matrix</li> <li>■ Co-ordinate the relevant information received from the Other Client Appointments with the sustainability strategy</li> <li>■ Co-ordinate the relevant information received from the Other Client Appointments with the concept design</li> <li>■ Report to the Client on progress against the design programme</li> </ul> <p>Other <i>(please specify)</i></p> <p>_____</p> <p>_____</p> <p>_____</p>
Project Lead	<ul style="list-style-type: none"> <li>■ Maintain project management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Other Client Appointments</li> <li>■ Establish the change control procedures between the Client and the Other Client Appointments</li> <li>■ Issue instructions to the Other Client Appointments on behalf of the Client</li> <li>■ With the Other Client Appointments, review the Project Programme and agree any changes with the Client</li> <li>■ Comment on the Construction Cost</li> <li>■ With the Other Client Appointments, establish a risk and opportunities register</li> <li>■ Organise, chair and record meetings of the Client and the Other Client Appointments, as stated in item F of the Contract Details, identify activities to be undertaken and determine who is responsible for taking action and report on progress to the Client</li> <li>■ Report to the Client on progress of the Other Client Appointments in accordance with the Project Programme</li> </ul>

Role	Services
Project Lead (continued)	Other (please specify)  _____ _____ _____

### Stage 3 – Developed Design

Role	Services
Architect/Consultant	<ul style="list-style-type: none"> <li><input type="checkbox"/> Review and update sustainability strategy</li> <li><input type="checkbox"/> Co-ordinate the relevant information received from the Other Client Appointments with the Architect/Consultant's design</li> <li><input type="checkbox"/> Prepare the architectural developed design</li> <li><input type="checkbox"/> Provide architectural information to the Other Client Appointments as reasonably required to enable them to carry out their services</li> <li><input type="checkbox"/> Undertake third party consultations, as reasonably required</li> <li><input type="checkbox"/> With the Other Client Appointments identify systems, products and materials, standards of workmanship, type of construction and performance in use as they relate to the architectural design</li> <li><input type="checkbox"/> Comment on the Project Programme</li> <li><input type="checkbox"/> Provide architectural information for updating the Construction Cost and review the architectural design development against the latest approved Construction Cost</li> <li><input type="checkbox"/> Provide architectural design information and identify the reasonably foreseeable residual health and safety risks to the Principal Designer</li> <li><input type="checkbox"/> Provide a stage report in respect to the architectural design for the Client's approval before progressing to the next stage</li> </ul> <p><b>Town Planning services</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> With the Other Client Appointments, prepare and co-ordinate other report(s) to accompany the planning application (e.g. heritage statement, design and access statement). Please specify: _____ _____ _____</li> <li><input type="checkbox"/> Prepare architectural information to support a planning application and/or listed building consent application to the appropriate planning authority</li> <li><input type="checkbox"/> Submit a planning application and/or listed building consent application to the appropriate planning authority</li> </ul> <p>If the above three services are to be delivered at the end of Stage 2. Then tick this box <input type="checkbox"/></p> <p>Other (please specify) _____ _____ _____</p>



Role	Services
Lead Designer	<ul style="list-style-type: none"><li>■ With the Other Client Appointments, review and update the design programme</li><li>■ With the Other Client Appointments, review and update the design responsibility matrix</li><li>■ Comment on the Other Client Appointments' design proposals and project strategies, as they progress</li><li>■ Co-ordinate the relevant information received from the Other Client Appointments with the sustainability strategy</li><li>■ Co-ordinate the relevant information received from the Other Client Appointments with the developed design</li><li>■ Report to the Client on progress against the design programme</li></ul> <p>Other <i>(please specify)</i></p> <hr/> <hr/> <hr/>
Project Lead	<ul style="list-style-type: none"><li>■ Maintain project management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Other Client Appointments</li><li>■ Maintain the change control procedures between the Client and the Other Client Appointments</li><li>■ Issue instructions to the Other Client Appointments on behalf of the Client</li><li>■ With the Other Client Appointments, review the Project Programme and agree any changes with the Client</li><li>■ Comment on the Construction Cost</li><li>■ With the Other Client Appointments, review and update the risk and opportunities register</li><li>■ Organise, chair and record meetings of the Client and the Other Client Appointments, as stated in item F of the Contract Details, identify activities to be undertaken and determine who is responsible for taking action and report on progress to the Client</li><li>■ Report to the Client on progress of the Other Client Appointments in accordance with the Project Programme</li></ul> <p>Other <i>(please specify)</i></p> <hr/> <hr/> <hr/>

FOR CONSULTATION PURPOSES ONLY

## Stage 4 – Technical Design

Role	Services
Architect/Consultant	<ul style="list-style-type: none"><li>■ Review and update sustainability strategy</li><li>■ Co-ordinate the relevant information received from the Other Client Appointments with the Architect/Consultant's design</li><li>■ Prepare the architectural technical design in sufficient detail to enable a tender or tenders to be obtained</li><li>■ Provide architectural information to the Other Client Appointments as reasonably required to enable them to carry out their services</li><li>■ Undertake third party consultations, as reasonably required</li><li>■ Comment on the Project Programme</li><li>■ Provide architectural information for updating the Construction Cost and review the architectural design development against the latest approved Construction Cost</li><li>■ Prepare the architectural specification/schedule of works* (<i>*delete as appropriate</i>)</li><li>■ Identify the extent of the technical design, as it relates to the architectural elements, that are to be completed by the Contractor or the specialist sub-contractors</li><li>■ With the Other Client Appointments, prepare and submit Building Regulations application</li><li>■ Provide architectural design information and identify the reasonably foreseeable residual health and safety risks to the Principal Designer</li><li>■ Consider with the Client a tenderer or a list of tenderers for the construction works</li><li>■ Collate the architectural and Other Client Appointments' tender information and issue the tender pack to the Client for its approval</li><li>■ Invite and appraise tender or tenders</li><li>■ Assess tenders and proposals as they relate to the architectural design</li><li>■ Prepare the tender report</li><li>■ Co-ordinate the design work prepared by the Contractor and the specialist sub-contractors with the Architect/Consultant's design</li><li>■ Provide the architectural information reasonably required for construction</li></ul> <p><b>Town Planning services</b></p> <ul style="list-style-type: none"><li>■ Advise the Client of the planning conditions</li><li>■ Prepare architectural information to support the application to discharge the pre-commencement planning conditions</li><li>■ Submit an application to the appropriate planning authority to discharge the pre-commencement planning conditions</li></ul> <p>Other (<i>please specify</i>)</p> <hr/> <hr/> <hr/>

FOR CONSULTATION PURPOSES ONLY



Role	Services
<p>Lead Designer</p>	<ul style="list-style-type: none"> <li>■ With the Other Client Appointments, review and update the design programme</li> <li>■ With the Other Client Appointments, review and update the design responsibility matrix to incorporate the design outputs of the Contractor and the specialist sub-contractors</li> <li>■ Co-ordinate the relevant information received from the Other Client Appointments with the sustainability strategy</li> <li>■ Co-ordinate the relevant information received from the Other Client Appointments with the technical design</li> <li>■ Report to the Client on progress against the design programme</li> </ul> <p>Other <i>(please specify)</i></p> <hr/> <hr/> <hr/>
<p>Project Lead</p>	<ul style="list-style-type: none"> <li>■ Maintain project management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Other Client Appointments</li> <li>■ Maintain the change control procedures between the Client and the Other Client Appointments</li> <li>■ Issue instructions to the Other Client Appointments on behalf of the Client</li> <li>■ With the Other Client Appointments, review the Project Programme and agree any changes with the Client</li> <li>■ Comment on the Construction Cost</li> <li>■ With the Other Client Appointments, review and update the risk and opportunities register</li> <li>■ Organise, chair and record meetings of the Client and the Other Client Appointments, as stated in item F of the Contract Details, identify the activities to be undertaken and determine who is responsible for taking action and report on progress to the Client</li> <li>■ Report to the Client on the progress of the Other Client Appointments in accordance with the Project Programme</li> </ul> <p>Other <i>(please specify)</i></p> <hr/> <hr/> <hr/>

FOR CONSULTATION PURPOSES ONLY

Role	Services
Contract Administrator	<ul style="list-style-type: none"><li>■ Advise the Client on its duties under the Building Contract</li><li>■ Establish contract administration procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Client, the Other Client Appointments and the Contractor in accordance with the Building Contract</li><li>■ Request that the Contractor provides evidence to the Client of any insurances required under the Building Contract</li><li>■ Prepare the Building Contract and arrange for it to be signed/executed</li></ul> <p>Other <i>(please specify)</i></p> <hr/> <hr/> <hr/>

### Stage 5 – Construction

Role	Services
Architect/Consultant	<ul style="list-style-type: none"><li>■ Provide architectural information to the Other Client Appointments as reasonably required to enable them to carry out their services</li><li>■ Comment on the Project Programme</li><li>■ Carry out visual site inspections, as stated in item F of the Contract Details, to review the general progress and quality of the works as they relate to the architectural design and issue site inspection reports to the Client</li><li>■ Respond within a reasonable timeframe to architectural site queries</li><li>■ Provide the Principal Designer or the Principal Contractor with the architectural final construction issue information for inclusion in the Health and Safety File</li><li>■ Review and comment on the operation and maintenance manuals prepared by the Contractor, as they relate to the architectural design</li><li>■ Provide the Client with the original copy of any notices, consents or approvals in connection with planning, building control and other relevant statutory approvals</li></ul> <p><b>Town Planning services</b></p> <ul style="list-style-type: none"><li>■ Prepare architectural information to support the application to discharge the construction-stage and the pre-occupancy planning conditions</li><li>■ Submit an application to the appropriate planning authority to discharge the construction-stage and the pre-occupancy planning conditions</li></ul> <p>Other <i>(please specify)</i></p> <hr/> <hr/> <hr/>

Role	Services
Lead Designer	<ul style="list-style-type: none"><li>■ Co-ordinate responses from the Other Client Appointments to site queries within a reasonable timeframe</li><li>■ Co-ordinate the relevant information received from the Other Client Appointments for handover</li></ul> <p>Other (<i>please specify</i>)</p> <hr/> <hr/> <hr/>
Project Lead	<ul style="list-style-type: none"><li>■ Maintain project management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Other Client Appointments</li><li>■ Issue instructions to the Other Client Appointments on behalf of the Client</li><li>■ Report to the Client on progress of the Other Client Appointments in accordance with the Project Programme</li><li>■ Liaise with the Client, the Other Client Appointments and the Contractor to assist the Client in preparing for the handover of the Project</li></ul> <p>Other (<i>please specify</i>)</p> <hr/> <hr/> <hr/>
Contract Administrator	<ul style="list-style-type: none"><li>■ Maintain contract administration procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Client, the Other Client Appointments and the Contractor in accordance with the Building Contract</li><li>■ Organise, chair and record meetings, as stated in item F of the Contract Details, identify activities to be undertaken and determine who is responsible for taking action and report on progress to the Client</li><li>■ With the Other Client Appointments, carry out visual site inspections, as stated in item F of the Contract Details, to inspect the construction of the works with respect to general compliance with the Building Contract and Project Programme</li><li>■ Certify interim payments in accordance with the terms of the Building Contract</li><li>■ Review the progress of construction works against the Project Programme</li><li>■ Advise the Client regarding the effect that any variation or change proposed by the Client or Contractor will have on the Construction Cost and Project Programme</li><li>■ Issue instructions in accordance with the terms of the Building Contract</li><li>■ Certify Practical Completion when this has been achieved</li></ul>

FOR COMPLETION ON PURPOSES ONLY





Role	Services
Contract Administrator (continued)	Other (please specify) _____ _____ _____

### Stage 6 – Handover and Close Out

Role	Services
Architect/Consultant	<ul style="list-style-type: none"> <li><input type="checkbox"/> Carry out visual site inspections, as stated in item F of the Contract Details, and comment on resolution of defects as they relate to the architectural design and issue site reports to the Client</li> </ul> Other (please specify) _____ _____ _____
Lead Designer	<ul style="list-style-type: none"> <li><input type="checkbox"/> With the Other Client Appointments, advise on the resolution of defects</li> </ul> Other (please specify) _____ _____ _____
Project Lead	<ul style="list-style-type: none"> <li><input type="checkbox"/> Maintain project management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Other Client Appointments</li> <li><input type="checkbox"/> Issue instructions to the Other Client Appointments on behalf of the Client</li> </ul> Other (please specify) _____ _____ _____

Role	Services
Contract Administrator	<ul style="list-style-type: none"> <li><input type="checkbox"/> Issue a schedule of defective works</li> <li><input type="checkbox"/> Liaise with the Client, the Other Client Appointments and the Contractor in relation to the making good of defects</li> <li><input type="checkbox"/> Inspect the remedial works following receipt of notice from the Contractor that the resolution of defective work is complete</li> <li><input type="checkbox"/> Certify when the defective works have been rectified</li> <li><input type="checkbox"/> Assist the Client to agree the final account</li> <li><input type="checkbox"/> Issue the final certificate</li> </ul> <p>Other (<i>please specify</i>)</p> <hr/> <hr/> <hr/>

**Stage 7 – In Use**

Services required as part of any ongoing (long-term) Stage 7 – In Use activities are not listed. It is anticipated that such services will be commissioned as a separate professional services or operating contract. However, any minor roles and services may be added if required.

Role	Services
Please specify	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

## Other Services

Tick  a box where an option APPLIES, then define the service being undertaken and select whether the service is included in the Basic Fee (item F of the Contract Details); will be carried out on a time-based charge, as per item G of the Contract Details; or will be undertaken for a lump sum charge (state the charge in the 'Other Services' section of item F of the Contract Details).

<input type="checkbox"/> Appraisals of options and selection of sites and/or buildings <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
---	--

<input type="checkbox"/> Surveys, inspections or specialist investigations <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
---	--

<input type="checkbox"/> Schedule of dilapidations <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
---	--

<input type="checkbox"/> Room data sheets <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
--	--

<input type="checkbox"/> Accessibility audit <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
---	--

<input type="checkbox"/> Environmental studies <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
---	--

FOR CONSULTATION PURPOSES ONLY



<input type="checkbox"/> Services in connection with party wall matters <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Community architecture and/or public consultation services <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Negotiations in connection with statutory approvals <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Submissions to and negotiations with landlords, freeholders, etc <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Applications or negotiations for statutory and other grants <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Prescribing software for data transfer and/or electronic document control <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Services in connection with a site waste management plan <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge

FOR CONSULTATION PURPOSES ONLY

<input type="checkbox"/> Two-stage tendering <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Negotiating a price with a contractor (in lieu of tendering) <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Briefing and/or tender documentation for specialist services <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Preparing special presentations, marketing or record drawings, models, photographs, etc <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Preparing specialist services in relation to historic buildings and conservation works <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge
<input type="checkbox"/> Providing computer-generated images (CGI) and/or models of the Project <i>Define service</i> _____ _____ _____	<input type="checkbox"/> included in Basic Fee <input type="checkbox"/> time-based charge <input type="checkbox"/> lump sum charge

FOR CONSULTATION PURPOSES ONLY

- Post occupancy evaluation services in order to comment on energy consumption and functionality of the Project

Define service \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- included in Basic Fee
- time-based charge
- lump sum charge

Other (please specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Additional Services

The following services are not included in the Contract but the Client can request that the Architect/Consultant undertakes these services, if the need arises, during the Project. These services are subject to additional fees, which are to be agreed between the Client and the Architect/Consultant.

Services may include, but are not limited to, the following:

- revision of, or preparation of, additional documents to:
  - comply with additional requirements of planning or statutory authorities, landlords, etc
  - comply with changes in interpretation or enactment or revisions to laws or statutory regulations
  - make changes or corrections not arising from any failure of the Architect/Consultant
- investigations and instructions relating to work not in accordance with the Building Contract
- assessment of alternative designs, materials or products proposed by the Contractor or a sub-contractor
- provision of assistance to the Contract Administrator in dealing with extensions of time and Contractor's claims
- services on behalf of the Client in connection with any dispute between the Client and another party
- services following damage to, or destruction of, a building in construction or existing buildings
- services following suspension or termination of any contract or agreement, or the insolvency of any other party providing services to the Project
- value engineering post tender.

**FOR CONSULTATION PURPOSES ONLY**

**FOR CONSULTATION PURPOSES ONLY**

ISBN 978-1-85946-885-2



9 781859 468852