

## Introduction

Association of Consultant Architects Standard Form of Agreement  
for the Appointment of an Architect ACA SFA

### ACA SFA 2012 Edition

With 2015 amendments

Project	<b>Project Name</b>
Site location	Project Location
Architect	<b>Architect Name</b>
Architect Office	<b>Thor Architecture Ltd.</b>
Address	Architect Address
Company no.	11158342
Client	<b>Client Names</b>
Client Company	<b>Client Company</b>
Representative	<b>The Client's representative</b>
Address	Client Address
Date	(day/month/year)

Fill Red

Do not change Green

#### Preface

The Association of Consultant Architects Standard Form of Agreement for the Appointment of an Architect (ACA SFA) 2012 edition is a development of the SFA series of appointments for architects which was launched in 1992. At that time the ACA, along with the RIBA, RIAS, and RUSA, came together to produce a standard form of appointment that all architects could use to provide a fair balance of the interests of both architects and clients. The intention behind the ACA's decision to publish ACA SFA is to ensure the continual arrangement for the provision of architectural services. ACA SFA is essentially based on the SFA/92 version, adding amendments to enhance its usefulness and updating in line with the case law and legislation to 2012.

ACA SFA is drafted for use where the architect is to provide services for a building project in a wide range of sized of complexity

This 2012 edition of ACA SFA has been drafted for use where English law applies. Users should obtain appropriate advise where the intention is that another law will govern their Agreement

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## Memorandum of Agreement 1

<i>Note</i>	To complete the Memorandum, the parties should fill in the Memorandum Particulars This Agreement is made on the dates stated in the Memorandum Particulars between the 'Client' and the 'Architect' whose details are set out in the Memorandum particulars.
<i>Background</i>	The Client and the Architect have agreed the terms of a contract of appointment under which the architect will provide professional services for the 'Project' which is to be undertaken at the 'Site'. Details of the Project and Site are set out in Schedule 1.
<b>Articles</b>	<b>The Client and the Architect agree the following:</b>
<i>Article 1</i>	A contract of appointment between the Client and the Architect is made based on this Memorandum of Agreement (as completed by the Memorandum Particulars), the Conditions of Agreement and the Schedules, which together comprise the 'Agreement'
<i>Article 2</i>	Under the Agreement the Client hereby appoints the Architect and the Architect accepts the appointment to provide services for the Project as set out in Schedule 2 (the 'Services')
<i>Article 3</i>	The client shall pay the Architect the Fees, expenses and disbursements as specified in Schedule 3 and undertakes to carry out the duties of the Client in accordance with this Agreement
<i>Article 4</i>	Where the Client has appointed or intends to appoint others to provide services for the Project, the details of those parties are set out in Schedule 4.
<i>Article 5</i>	The Client shall be represented for all matters arising in connection with this Agreement by the person identified in the Memorandum Particulars.
<i>Article 6</i>	The law applicable to this Agreement shall be as set out in the Memorandum Particulars.
<i>Article 7</i>	The Client and the Architect agree that, as referred to in clause 7.2, no action of proceedings against the Architect arising out of or in connection with this Agreement shall be commenced after the period specified in the Memorandum Particulars. If no period is specified the period shall be 6 years (or 12 years if the Memorandum is executed as a deed). It is also agreed that the same period shall apply in relations to the Architect's obligation to maintain professional indemnity insurance in accordance with clause 7.5.
<i>Article 8</i>	The Client and the Architect agree that the Architect's limit of liability and the amount of professional indemnity insurance to be provided in connection with this Agreement (as referred to in clause 7.5) shall be the amount specified in the Memorandum Particulars or if no amount is specified the amount shall be as recommended by the Architect's Registration Board for a project such as the Project.
<i>Article 9</i>	If a dispute or difference arising out of or in connection with this Agreement is to be referred to an adjudicator as provided for in clause 9.2, the Adjudicator shall be nominated by the nominating body referred to in the Particulars or if no such body is identified then at the request of either party the Adjudicator shall be nominated by the Construction Industry
<i>Article 10A</i>	Notwithstanding the right of adjudication, where the Memorandum Particulars state that this Article 10A applies then Article 10B shall not apply and any dispute or Difference Arising out of or in connection with this Agreement shall be referred to Arbitration in accordance with clause 9.3. The Arbitrator shall be appointed by the body identified in the Memorandum Particulars. If no such body is identified the arbitrators shall be appointed on the application of either the Client or the Architect by the President or a Vice-President of the Chartered Institute of
<i>Article 10B</i>	Notwithstanding the Right of adjudication, where the Memorandum Particulars state that this Article 10B applies then Article 10A shall not apply and any dispute or difference arising out of or in connection with this Agreement shall be dealt with by legal proceedings. In the event that in the Memorandum Particulars the parties have not selected either arbitration (Article 10A) or legal proceedings (Article 10B), then legal proceedings (Article 10B) will apply.
<i>Article 11</i>	The Effective Date of this Agreement Shall be the Date on which the Architect commenced performance of the Services, or the date provided in the Memorandum Particulars whichever is the earlier.
<i>Article 12</i>	Where the Client and the Architect have agreed that collateral warranties and/or third party rights shall be provided in connection with this Agreement, then Schedule 5 shall be completed accordingly.

## Memorandum Particulars

Date of agreement	(day/month/year)	(day/month/year)
Parties: Client	Client Names Client Address	(the 'Client') (registered office) address
Parties: Architect	Architect Name  Architect Address  11158342	(the 'Architect')  (registered office) address Company no.
Article 5	The Client's representative shall be:	The Client's representative
Article 6	Law of Agreement (unless provided otherwise, English law shall apply:)	
Article 7	Period for action or proceedings:	(day/month/year)
Article 8	Adjudication – name of nominating body:	The President of the RIBA - Royal Institute of British Architects
Article 10	Where no nominating body is provided for then it shall be the Construction Industry Council. Dispute resolution Article 10A (arbitration) or 10B (legal proceedings) applies (Tick one box to show which alternative is to apply.) <input checked="" type="checkbox"/> Article 10A is to apply <input type="checkbox"/> Article 10B is to apply Where Article 10A is to apply the appointor of the arbitrator shall be:	The President of the RICS - Royal Institute of Chartered Surveyors
Article 11	Where no appointor is provided for then it shall be the President or a Vice-President of the Chartered Institution of Arbitrators. Effective Date:	(day/month/year)

## Memorandum of Agreement 2

### (Execution)

Simple Contract execution of Memorandum of Agreement as a simple contract	As witness the hands of the parties																						
Witness signatures if required by the parties:	<table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 50%; vertical-align: top;"> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Client</td> <td style="width: 35%; color: green;">Client Names</td> <td style="width: 15%;"></td> <td style="width: 15%;">Architect</td> <td style="width: 20%; color: green;">Architect Name</td> </tr> <tr> <td>on behalf of</td> <td style="color: green;">Client Company</td> <td></td> <td>on behalf of</td> <td style="color: green;">Thor Architecture Ltd.</td> </tr> </table> </td> <td style="width: 50%; vertical-align: top;"> <table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 35%; color: red;">Witness Name</td> <td style="width: 15%;"></td> <td style="width: 15%;">Name</td> <td style="width: 20%; color: red;">Witness Name</td> </tr> <tr> <td>Address</td> <td style="color: red;">Witness Address</td> <td></td> <td>Address</td> <td style="color: red;">Witness Address</td> </tr> </table> </td> </tr> </table>	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Client</td> <td style="width: 35%; color: green;">Client Names</td> <td style="width: 15%;"></td> <td style="width: 15%;">Architect</td> <td style="width: 20%; color: green;">Architect Name</td> </tr> <tr> <td>on behalf of</td> <td style="color: green;">Client Company</td> <td></td> <td>on behalf of</td> <td style="color: green;">Thor Architecture Ltd.</td> </tr> </table>	Client	Client Names		Architect	Architect Name	on behalf of	Client Company		on behalf of	Thor Architecture Ltd.	<table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 35%; color: red;">Witness Name</td> <td style="width: 15%;"></td> <td style="width: 15%;">Name</td> <td style="width: 20%; color: red;">Witness Name</td> </tr> <tr> <td>Address</td> <td style="color: red;">Witness Address</td> <td></td> <td>Address</td> <td style="color: red;">Witness Address</td> </tr> </table>	Name	Witness Name		Name	Witness Name	Address	Witness Address		Address	Witness Address
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Deed execution of Memorandum of Agreement as a deed	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Executed as a deed by the Client as Follows</td> <td style="width: 50%;">Executed as a deed by the Architect as Follows</td> </tr> </table>	Executed as a deed by the Client as Follows	Executed as a deed by the Architect as Follows																				
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Right to Cancel under the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008	<p>The Architect named in this Agreement hereby gives this Notice of the Client's right to cancel. This Notice is dated as the same date as the date of the Agreement (Or if no date is given then the date shall be the date that a copy of the Agreement Including this Notice is received by the Client. By this Notice, where the Client entered into this Agreement as consumer (i.e.. an individual who is not entering into this Agreement as part of a trade or profession) and where the Agreement has been made L a. during a visit by the Architect to the Client's home or place of work or b. at another person's home; or c. during an excursion organised by the Architect away from their business premises; or d. after an offer made by the Client during such a visit or excursion; then subject to the 2008 Regulations, the following rights to cancel this Agreement shall apply: 1. The Client has the right to cancel the Agreement within a period of 7 days starting from the date of receipt of a copy of this Agreement including this Notice ('the Cancellation Period'); 2. The Cancellation Form must be in writing and delivered personally or sent (including electronically) to the Architect at the address given in this Agreement. An example Cancellation Form is set out in the Box below. The client can detach this box from this Agreement to complete and use or may use another form if desired. The Cancellation Form shall be treated as having been served as soon as it is posted or otherwise sent to the Architect; 3. Unless the Client requests the Architect in writing to do otherwise, the Architect shall not commence any of the Services provided for under this Agreement until the expiry of the Cancellation Period. Note that if the Client cancels the Agreement in this circumstance, he/she is still required to pay the Architect for any Services undertaken prior to the cancellation.</p> <hr style="border-top: 1px dashed black; margin: 20px 0;"/>																						
<b>Cancellation Form</b> <i>(example form)</i>	<table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 15%;">To:</td> <td style="width: 35%; color: green;">Architect Name</td> <td style="width: 15%;"></td> <td style="width: 15%; color: green;">Thor Architecture Ltd.</td> </tr> </table> <p>We/I (delete as appropriate) herby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract with you for the provision of Architect services as set out in the Agreement.</p> <table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 50%;">Signed:</td> <td style="width: 50%; text-align: right;"><i>(Client)</i></td> </tr> <tr> <td>Date:</td> <td></td> </tr> <tr> <td>Address:</td> <td></td> </tr> </table>	To:	Architect Name		Thor Architecture Ltd.	Signed:	<i>(Client)</i>	Date:		Address:													
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Signed:	<i>(Client)</i>																						
Date:																							
Address:																							

## Schedule 1

### The Site and the Project

Note *Include here details of the Client's requirements for the project (the 'project') and also identify the site of the Project (the 'Site'). The information in this Schedule will inform the basis of the Services that the Architect is to provide and so if there is any later amendment to the Project and/or the Site as defined in Schedule 1, this may have the consequence of changing the scope of the Services and this in turn may have an effect on the Architect's entitlement to Fees as provided for in the Conditions. Record detail of any supplementary documents ('Attachments') which help to define the Project, the Site or the parties' obligations under this Agreement*

The site: **Site location and description**

The Project: **Project description**

Supplementary Documents: Shall include supplemental documents (if any) attached to the Agreement and the following:

## Schedule 2

### Services to be Performed by the Architect Normal Services

Note: Normal Services are included unless struck out. Tick the appropriate boxes where alternative Normal Services are to be provided.

<b>Design</b>	
<b>C Concept design</b>	
C1	<input checked="" type="checkbox"/> Advise Client of his/her responsibilities under the CDM Regulations.
C2	<input checked="" type="checkbox"/> Analyse the Client's requirements and prepare a concept design (including the general arrangement of major elements and conceptual proposals for structural and building services systems and an outline schedule of materials).
C3	<input checked="" type="checkbox"/> Provide information to discuss proposals with and incorporate input of other Consultants.
C4A	<input checked="" type="checkbox"/> Provide information on to other Consultants for their preparation-ion of an approximation of the Construction Cost or
C4B	<input type="checkbox"/> Prepare an approximation of the Construction Cost.
C5	<input checked="" type="checkbox"/> Review the proposed procurement route.
C6	<input checked="" type="checkbox"/> Submit the concept design for the Client's approval.
<b>D Developed Designs</b>	
D1	<input checked="" type="checkbox"/> Prepare a developed design (showing spatial arrangements and other design elements relevant to the intended planning application type together with outline specifications) from the approved concept design.
D2	<input checked="" type="checkbox"/> Provide information to discuss proposals with and I incorporate input of other Consultants into the developed design.
D3A	<input checked="" type="checkbox"/> Provide information to other Consultants for their preparation of an estimate of the Construction Cost or
D3B	<input type="checkbox"/> Prepare an estimate of the Construction Cost.
D4	<input checked="" type="checkbox"/> Prepare a preliminary Timetable for the Project.
D5	<input checked="" type="checkbox"/> Submit the developed design for the Client's approval
D6	<input type="checkbox"/> Provide information to/liaise with other Consultants to prepare an application(s) for outline planning permission and/or full planning permission or
D7	<input checked="" type="checkbox"/> Prepare application(s) for outline planning permission and/or full planning permission.
D8	<input type="checkbox"/> Provide information to/liaise with other Consultants to prepare statement(s) to accompany any planning application(s) or
	<input checked="" type="checkbox"/> Provide statement(s) to accompany any planning application(s)
<b>E Technical design</b>	
E1	<input checked="" type="checkbox"/> Prepare the technical design (sufficient to co- ordinate components and elements of the project and information for statutory standards and construction safety) from the approved developed design.
E2	<input checked="" type="checkbox"/> Provide information to, discuss proposals with and incorporate input of other consultants into the design.
E3A	<input checked="" type="checkbox"/> Provide information to other Consultants for their revision of the Construction Cost estimate or
E3B	<input type="checkbox"/> Revise the Construction Cost estimate.
E4	<input checked="" type="checkbox"/> Submit the technical design showing type of construction, materials and appearance for the Client's approval.
<b>F Pre-Construction</b>	
<b>Production information</b>	
F1	<input checked="" type="checkbox"/> Prepare production information in sufficient detail to enable tender(s) to be obtained.
F2A	<input checked="" type="checkbox"/> Provide information to other Consultants for the preparation of bills of quantities and/or schedules of works (SoW) or
F2B	<input type="checkbox"/> Prepare schedules of works for tendering purposes.
F3	<input checked="" type="checkbox"/> Provide information to, discuss proposals with and incorporate input of other Consultants into the production information.
F4	<input checked="" type="checkbox"/> Coordinate other Consultants' input into the production information.
F5	<input checked="" type="checkbox"/> Prepare applications for approvals under the Building Acts and/or Regulations and other statutory requirements.
F6A	<input checked="" type="checkbox"/> Provide information to other Consultants to prepare applications for the satisfaction of planning conditions or
F6B	<input checked="" type="checkbox"/> Prepare applications for the satisfaction of planning conditions.
F7A	<input checked="" type="checkbox"/> Provide information to other Consultants for their revision of the Construction Cost estimate or
F7B	<input type="checkbox"/> Revise the Construction Cost estimate.
F8	<input checked="" type="checkbox"/> Submit production information showing construction details for the Client's approval.
<b>G Tender documentation</b>	
G1	<input checked="" type="checkbox"/> Review with the Client the Timetable for the Project, including it's construction.

## Schedule 2

G2	<input checked="" type="checkbox"/>	Agree the form of building contract with the Client.
G3	<input checked="" type="checkbox"/>	Advise on and obtain the Client's approval to a list of tenderers for the building contract.
G4A	<input type="checkbox"/>	Provide information to other Consultants for the preparation of tender documentation and the obtaining of tenders or
G4B	<input checked="" type="checkbox"/>	Prepare tender documentation
<b>H Tender action</b>		
H1	<input checked="" type="checkbox"/>	Invite and obtain tenders.
H2A	<input type="checkbox"/>	Contribute to appraisal and report on tenders by other Consultants or
H2B	<input checked="" type="checkbox"/>	Appraise and report on tenders.
H3A	<input type="checkbox"/>	Assist other Consultants in negotiating with a tenderer or
H3B	<input type="checkbox"/>	Negotiate with a tenderer.
<b>J Construction Mobilisation</b>		
J1	<input checked="" type="checkbox"/>	Advise the Client on the appointment of the Contractor and on the responsibilities of the parties and the Architect under the building contract.
J2A	<input type="checkbox"/>	Assist other Consultants in preparing the building contract and arranging for it to be signed or
J2B	<input checked="" type="checkbox"/>	Prepare the building contract and arrange for it to be signed.
J3	<input checked="" type="checkbox"/>	Provide construction information (including sufficient detailed drawing and specification information for the construction of the Project) to the Contractor.
<b>K Construction to practical completion</b>		
K1	<input checked="" type="checkbox"/>	Administer the terms of the building contract.
K2	<input checked="" type="checkbox"/>	Conduct meetings with the Contractor to review progress.
K3	<input checked="" type="checkbox"/>	At Intervals appropriate to the stage of construction, visit the Works to monitor the progress and overall quality of the Works (the number of site visits allowed for in the Normal Services is set out in Schedule 3).
K4	<input checked="" type="checkbox"/>	Receive reports from any Site Inspector(s).
K5A	<input checked="" type="checkbox"/>	Provide information to other Consultants for the preparation of valuations of work carried out or
K5B	<input type="checkbox"/>	Prepare valuations of work carried out.
K6A	<input checked="" type="checkbox"/>	Provide information to other Consultants for the preparation of financial reports to the Client or
K6B	<input type="checkbox"/>	Prepare financial reports for the Client.
K7	<input type="checkbox"/>	Issue certificates of payment.
K8	<input checked="" type="checkbox"/>	Issue certificate(s) of practical completion.
<b>L Use Post practical completion</b>		
L1	<input checked="" type="checkbox"/>	Receive the contractor's schedule of defects, commenting if necessary.
L2	<input checked="" type="checkbox"/>	Visit the site to monitor the remedying of defects.
L3	<input checked="" type="checkbox"/>	Advise on the remedying of defects and issue a certificate of making good defects.
L4A	<input checked="" type="checkbox"/>	Provide information to other Consultants for the preparation of the final account or
L4B	<input type="checkbox"/>	Prepare the final account.
L5	<input checked="" type="checkbox"/>	Issue a final or last certificate.

### Services to be Performed by the Architect Other Other Services

Note: Tick the appropriate box(es) where Other Services within each Work Stage a-l are to be provided and identify any Additional Other Services (page8).

<b>A Preparation Appraisal</b>		
A11	<input type="checkbox"/>	Assist the Client in identifying the Site.
A12	<input type="checkbox"/>	Obtain from the Client information about the Site
A13	<input type="checkbox"/>	Obtain from others information about the Site.
A14	<input type="checkbox"/>	Visit the Site and carry out an initial appraisal
A15	<input type="checkbox"/>	Review with the Client alternative Project Options.
A16	<input type="checkbox"/>	Provide information for reporting on comparative cost and Time table Implication's.
A17	<input type="checkbox"/>	Advise the Client on the need for other Consultants' and/or specialists' services.
A18	<input type="checkbox"/>	Other
<b>B Design Brief</b>		
B11	<input type="checkbox"/>	Assist the Client in Preparation of the Client's requirements.
B12	<input type="checkbox"/>	Advise the Client On methods of procuring Construction.

## Schedule 2

B13	<input type="checkbox"/>	Advise on the need for specialist contractors, sub-Contractors and suppliers to design and execute parts of the Works.
B14	<input type="checkbox"/>	Obtain and provide information for such studies as maybe necessary to determine the feasibility of the Clients requirements to be carried out
B15	<input type="checkbox"/>	Review with the Client alternative design and construction approaches and cost implications.
B16	<input type="checkbox"/>	Advise On the requirements for planning permission, approvals under Building Regulations and other statutory requirements.
B17	<input type="checkbox"/>	Develop the Clients requirements.
B18	<input type="checkbox"/>	Advise on environmental impact and prepare a report.
B19	<input type="checkbox"/>	Prepare measured drawings of site and/or any existing building(S) ·
B20	<input type="checkbox"/>	Other
<b>Design</b>		
<b>C Concept design</b>		
C11A	<input type="checkbox"/>	Provide information to others for cost Planning and control throughout the Project Or
C11B	<input type="checkbox"/>	Propose a procedure for cost planning and control.
C12	<input type="checkbox"/>	Operate the procedure for cost planning and control throughout the Project.
C13	<input type="checkbox"/>	Prepare and keep updated a Client's running expenditure plan for the Project.
C14	<input type="checkbox"/>	Prepare special presentation drawings, brochures, models or technician information for use of the Client or Others.
C15	<input type="checkbox"/>	Carry out negotiations with tenants or others identified by the Client.
C16	<input type="checkbox"/>	Other
<b>D Developed design</b>		
D11	<input type="checkbox"/>	Consult with tenants or others identified by the Client.
D12	<input type="checkbox"/>	Conduct negotiations with planning authorities.
D13	<input type="checkbox"/>	Prepare application(S) for outline planning Permission and/or full planning permission ·
D14	<input type="checkbox"/>	Make revisions to design to deal with requirements of planning authorities.
D15	<input type="checkbox"/>	Prepare revised planning application(S).
D16	<input type="checkbox"/>	Carry out Special construction research for the Project including design of prototypes, mock-ups or models.
D17	<input type="checkbox"/>	Monitor testing of prototypes, mock-ups or models etc.
D18	<input type="checkbox"/>	Coordinate statement(s) from others to accompany planning application.
D19	<input type="checkbox"/>	Submit Planning application(S) and carry out negotiations with planning authority.
D20A	<input type="checkbox"/>	Provide information to others to prepare for and conduct planning appeal(S) or
D20B	<input type="checkbox"/>	Prepare for and conduct planning appeal(S)
D21	<input type="checkbox"/>	Other
<b>E Technical design</b>		
E11	<input type="checkbox"/>	Conduct exceptional negotiations for approvals by statutory authorities.
E12	<input type="checkbox"/>	Negotiate waivers or relaxations under Building Acts and/or Regulation's and other statutory requirements.
E13	<input type="checkbox"/>	Other
<b>F PRE-Construction Production information</b>		
F11	<input type="checkbox"/>	Prepare furniture design, Product design or other Production information.
F12	<input type="checkbox"/>	Procure furniture fittings and equipment on behalf of the Client.
F13	<input type="checkbox"/>	Submit Plans for proposed building works for approval of Landlords, funders, free-holders, tenants or others as requested by the Client.
F14	<input type="checkbox"/>	Other
<b>G Tender Documentation</b>		
G11	<input type="checkbox"/>	Administer the terms of other contracts.
G12	<input type="checkbox"/>	Other
<b>H Tender Action</b>		
H11	<input type="checkbox"/>	Select a Contractor by means other than tendering.
H12	<input type="checkbox"/>	Revised Production information to adjust a tender
H13	<input type="checkbox"/>	Arrange for other contracts to be let prior to the main building contract.
H14	<input type="checkbox"/>	Other
<b>J CONSTRUCTION Mobilisation</b>		
J11	<input type="checkbox"/>	Provide services In Connection with demolitions.



## Schedule 2

J12  Arrange for other contracts to be let subsequent to the commencement of the building Contract.  
 J13  Other

**K Construction to practical completion**

K11  Administer the terms of other contracts.  
 K12  Monitor the progress of the Works against the Contractor's Programme and report to the Client.  
 K13  Undertake additional visits to the Works beyond  
 K15  Other

**USE**

**Post Practical Completion**

L11  Prepare drawings of building(s) as built.  
 L12  Prepare drawings for conveyancing Or Other (e.g., LeasePlan's) purposes.  
 L13A  Compile maintenance and/or Operational manuals or  
 L13B  incorporate information Prepared by Others in maintenance and operational manuals.  
 L14  Prepare a programme for the maintenance Of the Project.  
 L15  Arrange maintenance Contracts.  
 L16  Advise in connection with maintenance Programmes.  
 L17A  Prepare a health and safety manual or  
 L17B  Provide information to others for the Preparation Of a health and safety manual.  
 L18  Other

**ADDITIONAL OTHER SERVICES**

*Tick box (es) where any other services are to be carried out under the Agreement. Detail of any additional tasks to be Performed should be attached to the Agreement.*

Note:

P  Planning advice  
 ID  interior design  
 LD  Landscape/garden design  
 GD  Graphic design  
 LC  Lead Consultant  
 PM  Project management  
 CM  Construction management  
 PD  Principal Designer (under the CDM Regulations)  
 PW  Party wall surveyor  
 O  Other

**Schedule 3**

**Fees and Expenses**

**Normal Fee**  
(for performing Normal Services)

Mobilisation Fee: £0.00

and/or Percentage Fee(s) in accordance with Clause 5.2: 0.00%

and/or lump sum Fee(s) in accordance with Clause 5.3: £0.00

And/or time based Fee(s) in accordance with Clause 5.4: £0.00

The number of sites visited allowed for in the Normal Fee is: 0

*Any additional site visits will be charged on a time basis.*

**Other Fees** (for performing Other Services not included in the Normal Fee)

Lump sum Fee(s) in accordance with Clause 5.3: £0.00

And/or time based Fee(s) in accordance with Clause 5.4: £0.00

And/or other Fee(s) (Clause 5.1)(Identify any Fee due in respect of Clause 5.6.6 and/or licence Fee due under Clause 6.2.3) £0.00

**Anticipated Payments**

*Anticipated approximate interim payment schedule, subject to revision(s) of Timetable and/or Construction Costs or as otherwise provided for under the Agreement*

Month 1	£0.00	Month 7	£0.00
Month 2	£0.00	Month 8	£0.00
Month 3	£0.00	Month 9	£0.00
Month 4	£0.00	Month 10	£0.00
Month 5	£0.00	Month 11	£0.00
Month 6	£0.00	Month 12	£0.00

*(Provide an Attachment if anticipated payments are expected to extend*

**Expenses**

*Expenses and any disbursement will be charged in addition to the Fee(s)*

**The specified Expenses are:**

At net cost plus handling charge of

**Expenses**

%

or

by the addition of

%

of the gross Fees including any Other Services or

**Other**

Where applicable, travel via motor car will be

**Specify**

£0.00

pence per mile

The costs (net of handling charges) for plotting, printing, photographing and copying carried out by the Architect shall be commensurate with commercial prices for the same task.

### Schedule 3

#### Instalments; Normal Services

Unless otherwise Stated 'Fees and expenses will be payable in monthly instalments in accordance with Clause 5.11. The following Normal Services instalments are to be paid upon the completion of major Work Stages (e.g. 'Design' Pre-Construction, etc.) or minor Work Stages (e.g., Concept Design' Design Development' etc.). When Fees are charged on a percentage or lump sum basis, unless otherwise agreed Work additional to that shown In Schedule 2 will be charged on a time basis. Fees and expenses shown below are exclusive of VAT.

RIBA No.	Work Stage	% of percentage Fee	Lump Sum	Time basis (per hour)
<b>BRIEF PREP</b>				
0	Strategic Definition	0.0%	£0.00	£0.00
1	Preperation and Brief	0.0%	£0.00	£0.00
<b>DESIGN</b>				
2	Concept Design	0.0%	£0.00	£0.00
3	Developed design	0.0%	£0.00	£0.00
	Planning Application	0.0%	£0.00	£0.00
4	Technical design	0.0%	£0.00	£0.00
	Building Regulations	0.0%	£0.00	£0.00
	Tender Process	0.0%	£0.00	£0.00
<b>CONSTRUCTION</b>				
	Decoration / Fit-out	0.0%	£0.00	£0.00
5	Construction to practical completion	0.0%	£0.00	£0.00
6	Handover and Close Out	0.0%	£0.00	£0.00
7	Post practical completion	0.0%	£0.00	£0.00
	<b>Total(s)</b>	<b>#VALUE!</b>	<b>£0.00</b>	

#### Instalments; Other Services

<b>BRIEF PREP</b>				
0	Strategic Definition	0.0%	£0.00	£0.00
1	Preperation and Brief	0.0%	£0.00	£0.00
<b>DESIGN</b>				
2	Concept Design	0.0%	£0.00	£0.00
3	Developed design	0.0%	£0.00	£0.00
	Planning Application	0.0%	£0.00	£0.00
4	Technical design	0.0%	£0.00	£0.00
	Building Regulations	0.0%	£0.00	£0.00
	Tender Process	0.0%	£0.00	£0.00
<b>CONSTRUCTION</b>				
	Decoration / Fit-out	0.0%	£0.00	£0.00
5	Construction to practical completion	0.0%	£0.00	£0.00
6	Handover and Close Out	0.0%	£0.00	£0.00
7	Post practical completion	0.0%	£0.00	£0.00
	<b>Total(s)</b>	<b>#VALUE!</b>	<b>£0.00</b>	

#### Time Based Fees (When rates vary)

Director/Partner	Architect	Assistant	Other
£0.00	£0.00	£0.00	£0.00
/hour	/hour	/hour	/hour

1 The proportion Of interim Percentage Or Lump sum Fees due: (i) for any incomplete Work Stage c-h is to be estimated by the Architect; (ii) for any incomplete Work Stage j-l is the proportion of the certified value of the Construction Cost to the current Professionally prepared estimate of the gross final cost of all the works included in the Construction Cost.

2 Fill in rate or note, 'as below' when rates vary with type of staff employed.

3 All Fees and expenses due up to and including Work Stage k are to be paid in full before the Architect issues a Certificate of Practical Completion.

## Schedule 4

### Other Appointments

Other Appointments Where the Client has appointed or intends to appoint others to provide services for elements for the Project, the details of these parties appointed under separate agreements by the Client are as follows:

<b>Profession</b>	<b>Name and address (insert: name or 'to be agreed' or 'not applicable')</b>
<b>Planning consultant:</b>	
<b>Project manager:</b>	
<b>CDM Co-ordinator:</b>	
<b>Quantity surveyor:</b>	
<b>Structural engineer:</b>	
<b>Mechanical engineer:</b>	
<b>Electrical engineer:</b>	
<b>Site inspector:</b>	
<b>Interior design:</b>	
<b>Landscape design:</b>	
<b>Graphic design:</b>	
<b>Party wall surveyor:</b>	
<b>Other</b>	
<b>Contractor Design Element</b>	Where the Contractor or a sub-contractor will design elements for the Project Name and address (insert: 'Contractor' or name of subcontractor or 'to be agreed' or 'not applicable')
<b>Drainage above ground:</b>	
<b>Drainage below ground:</b>	
<b>Other</b>	

# Condition of Agreement

*In addition to defined terms used elsewhere in this Agreement, the following definitions shall apply:*

<b>Agreement</b>	The contract of agreement between the Client and the Architect for the Project comprising the Memorandum, the Schedules and the Conditions.
<b>Attachments</b>	Supplementary documents which help to define the Project and the Site or which otherwise define the parties' obligations under the Agreement.
<b>Brief</b>	(a) At inception of the Project, the Client's design brief (Work Stage B), (b) at the commencement of the concept design (Work Stage C) the Client's requirements developed after consideration of any feasibility studies and set out by the Client in the design brief (Work Stage B when prepared by the Architect), (c) after approval of the developed design (Work Stage D) the detailed Project brief developed in conjunction with that design unless and until varied by the Client and (d) otherwise, the Client's requirements for the Project which have been confirmed in writing.
<b>Principal Designer</b>	(former CDM Coordinator) The Construction (Design and Management) Regulations 2015 or as the same may be revised or amended at any time. 'As appointed or to be appointed by the Client in accordance with the CDM Regulations to carry out or manage work and perform duties in connection with the Project. "
<b>CDM Regulations</b>	The Construction (Design and Management) Regulations 2015 or as the same may be revised or amended at any time.
<b>Construction Cost</b>	<p>The Construction Cost shall be the latest professionally prepared estimate for or the actual cost of the construction of the Project; including:</p> <p>(a) any contingency or design reserve cost allowance; and</p> <p>(b) the cost as if new of any equipment provided or to be provided by the Client to a contractor for installation during construction of the Project.</p> <p>(c) Where the Client is the Contractor, the final Construction Cost shall include an allowance for the Contractor's profit and overheads.</p> <p>The Construction Cost shall exclude:</p> <p>(a) Value Added Tax;</p> <p>(b) the design Fees of any Consultants employed by the Contractor and/or his/her subcontractors for work on which otherwise Consultants would have been employed by the Client. (Where such Fees are not known the Architect will estimate a reduction from the Construction Cost.)</p> <p>(c) any loss and/or expense payments payable to, or liquidated damages recoverable from the Contractor by the Client.</p>
<b>Consultant</b>	A person, company or firm appointed or to be appointed by the Client to perform professional services in connection with the Project.
<b>Contractor</b>	A person, company or firm appointed or to be appointed by the Client to undertake construction works in connection with the Project.
<b>Effective Date</b>	The date recorded in the Memorandum.
<b>Fee</b>	The Fees payable to the Architect pursuant to this Agreement.
<b>Lead Consultant</b>	The party appointed by the Client to undertake lead Consultant services in relation to the Project.
<b>Material</b>	As defined in clause 6.1
<b>Memorandum</b>	The Memorandum of Agreement signed by the Client and the Architect.
<b>Principal Contractor Project</b>	As appointed or to be appointed by the Client in accordance with the CDM Regulations to carry out or manage work and perform duties in connection with the Project.
<b>Schedule(s)</b>	As referred to in Schedule 1
<b>Services</b>	The schedules to the Agreement.
<b>Site</b>	The services to be performed by the Architect as specified in the Schedule 2: Services as may be varied by agreement from time to time.
<b>Site Inspector</b>	As referred to in Schedule 1.
<b>Timetable</b>	Clerk(s) of Works or others appointed by the Client to perform inspection services in connection with the construction of the Works.
<b>Work Stages</b>	The period of time which the Client wishes to allow for completion of the Project.
<b>Works</b>	The stages of services as set out in Schedule 2: Services.
	Construction works to be carried out by a Contractor(s).
<b>1</b>	<b>GENERAL INTERPRETATION</b>
<b>1.1</b>	The headings and notes to these 1.7.1 a need to vary the Services, the Timetable and/or the Conditions are for convenience only and Fees and/ or any other part of this Agreement; shall not affect the interpretation of this Agreement
<b>1.2</b>	In the event of any conflict between these Conditions and any Schedule or Attachment, the Conditions shall prevail.
<b>1.3</b>	The parties agree that if any provision of this Agreement is held by any arbitrator court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions of this Agreement and the remainder of any affected provision(s).
<b>1.4</b>	This Agreement shall be subject to English law unless stated otherwise in Article 6 of the Memorandum.
	<b>Communications</b>
<b>1.5</b>	Communications, between the Client and the Architect, including any notice or other document required under the Agreement, shall be in writing and given or served by any effective means. Communications that are not in writing shall be of no effect unless and until confirmed in writing by the sender or the recipient.
<b>1.51</b>	Communications shall take effect when received at the address of the recipient as referred to in the Memorandum or as otherwise agreed in writing.
<b>1.52</b>	Communications sent by recorded or registered first-class post shall be presumed to have arrived at the address on the second the working day after posting.
	<b>Periods of time</b>
<b>1.6</b>	Where under this Agreement an action is required within a specific period of days or from a particular date, that period shall begin immediately after that date but shall not include a day which is Christmas Day, Good Friday, or a bank holiday under the Banking and Financial Dealings Act 1971.

# Condition of Agreement

## **Trust and co-operation**

- 1.7 The Client and the Architect agree to work together in a spirit of mutual trust and co-operation. Either party shall advise the other promptly upon becoming aware of:
- 1.7.1 a need to vary the Services, the Timetable and/or the Fees and/ or any other part of this Agreement;
- 1.7.2 any incompatibility in or between any part of the requirements in the Brief; or between the Brief, any Client's instruction, the Construction Cost, the Timetable and/or the approved design; or any need to vary any part of them;
- 1.7.3 any information or decisions required from the Client or others in connection with performance of the Services; or
- 1.7.4 a need to appoint persons other than those named in Schedule 4, to design or carry out any part of the Project or to provide specialist advice in connection with the Project; and the parties shall use all reasonable endeavours to agree how to deal with the matter.

## **CDM Regulations**

- 1.8 The Client and the Architect shall comply with their respective obligations under the CDM Regulations in relation to the Project including that where the CDM Regulations apply, the Client shall appoint a competent and adequately resourced Principal Designer (CDM Coordinator) and Principal Contractor.
- 1.9 The Client and the Architect shall:
- 1.9.1 Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 1.9.2 Not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
- 1.9.3 Comply with any policies of the Client and the Architect which have been notified to and copied in full to the other in advance of this Agreement relating to ethics, anti-bribery and anti-corruption and as the Client and the Architect may update them from time to time (Relevant Policies);
- 1.9.4 Have and maintain in place throughout this Agreement its own policies and procedures, including adequate procedures in relation to the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate;
- 1.9.5 On at least an annual basis certify to the other in writing, compliance with this clause 1.9 by the Client and the Architect and all persons associated with them and all other persons for whom they are responsible and shall provide such supporting evidence of compliance as the other may reasonably request.

## **2 ARCHITECT'S OBLIGATIONS AND AUTHORITY**

### **Duty of care**

- 2.1 The Architect in performing the Services and discharging the obligations under this Agreement shall exercise the reasonable skill and care to be expected of an ordinary, competent architect.

### **Architect's authority**

- 2.2 The Architect shall act as the Client's agent in the matters set out or necessarily implied in this Agreement in relation to the Project as agreed with, or required by, the Client from time to time but subject always to any duty to act impartially as between the Client and other parties.

### **Reports**

- 2.3 The Architect shall keep the Client informed of progress in the performance of the Services and of matters that may affect the Timetable, the cost (including the Construction Cost if any) or quality of the Project.

### **Co-operation**

- 2.4 The Architect shall act reasonably to co-operate with any of the persons identified in Schedule 4;
- 2.4.1 including to supply them with information within the Architect's control relating to the Project which is necessary for the carrying out of their services or work; and
- 2.4.2 where appropriate to provide comment on the services or work of such persons, including so that they may undertake their own obligations in relation to the Project; and
- 2.4.3 as appropriate to co-ordinate and integrate into the overall design of the Project relevant information provided by such persons.

### **Changes to Services or design**

- 2.5 Other than in the case of an emergency, the Architect shall not make material alterations or additions to, or omissions from, the Services or the approved design without the consent of the Client. The details of all material alterations, additions or omissions shall be confirmed by the Architect to the Client.

### **Visits to Site**

- 2.6 The Architect shall in providing the Services make such visits to the Site and/or the Works as is provided for in Schedule 3 or, if not so provided for then as the Architect at the date of the Agreement reasonably expects to be necessary.

## **3 CLIENT'S OBLIGATIONS AND AUTHORITY**

- 3.1 The person who shall exercise the powers of the Client under this Agreement and through whom all instructions shall be given shall be named in Article 5 of the Memorandum.
- 3.2 Information, decisions, approvals, instructions The Client shall supply, free of charge, all such information as is necessary for the proper and timely performance of the Services including for the purposes of complying with the Client's obligations under the CDM Regulations (where applicable). The Architect shall be entitled to rely upon such information.
- 3.3 When requested by the Architect, the Client shall give decisions and approvals to enable the proper and timely performance of the Services.
- 3.4 The Client shall advise the Architect of the initial Brief, and of any Timetable and any budget for the Project and about the relative priorities of these.
- 3.5 The Architect shall comply with instructions issued by the Client, subject to the Architect's right of reasonable objection.
- 3.6 All instructions to any Consultants or Contractors providing services in connection with the Project shall be issued directly by the Client or the Lead Consultant through the Architect unless it is part of the Architect's duties to issue such instructions. The Client accepts that he/she shall be fully responsible for the consequences of any instructions issued to Consultants or Contractors and also that such consequences where they affect the Services may entitle the Architect to additional remuneration under this Agreement.

### **Statutory and other consents required**

- 3.7 The Client shall instruct the making of applications for consents relevant to the Project under planning legislation, building acts, relevant regulations or statutory requirements and by third parties having an interest in the Project. The Client shall pay any required charges, fees, expenses and disbursements.

### **Agreement and payment of others**

## Condition of Agreement

- 3.8** If the Client requires services to be undertaken by persons other than the Architect (e.g., other Consultants, Site Inspector, etc), the Client shall appoint and pay such persons under separate agreements and shall confirm in writing to the Architect the services to be performed by such persons. Unless agreed as part of the Architect's duties under the Agreement, such persons shall be under the direction of the Client or the Lead Consultant.
- Responsibilities of others**
- 3.9** In respect of any work or service in connection with the Project by any person other than the Architect (including by Contractors), the Client shall:
- 3.9.1** hold such persons and not the Architect responsible for the competence and performance of such work and services;
- 3.9.2** require such persons to co-operate with the Architect, including to provide the Architect with designs and other information necessary for the proper and timely performance of the Services;
- 3.9.3** require that such persons shall, when requested by the Architect, consider and provide comments on the work of the Architect such that the Architect can properly integrate his/her own work into the overall design of the Project.
- 3.10** The Client shall hold any Contractor and not the Architect, responsible for its management and operational methods and for the proper carrying out and completion of the Works in compliance with the relevant building contract and for compliance with health and safety requirements on the Site.
- Legal advice**
- 3.11** The Client shall procure legal advice required in regard to the Project at his/her own cost (whether on his/her own account or where the Architect reasonably requires such advice for the proper performance of the Services) and provide such information and evidence as is required for the resolution of any dispute between the Client and any other parties in connection with the Project.
- 4 ASSIGNMENT AND SUB-CONTRACTING**
- Assignment**
- 4.1** Neither the Architect nor the Client shall assign the whole or any part of the Agreement without the consent in writing of the other.
- Sub-contracting**
- 4.2** The Architect shall not sub-contract performance of any part of the Services without the consent of the Client (such consent not to be unreasonably withheld or delayed).
- 5. PAYMENT**
- Fees for performance of the Services**
- 5.1** The Fees for the performance of the Normal Services including for any additional or Other Services shall be calculated and charged as specified in Schedule 3, being:
- 5.1.1** a percentage of the Construction Cost calculated in accordance with clause 5.2; and/or
- 5.1.2** a lump sum(s) in accordance with clause 5.3; and/or
- 5.1.3** a time based Fee in accordance with clause 5.4; and/or
- 5.1.4** another agreed method. Percentage Fees
- Percentage Fees**
- 5.2** Where a percentage Fee(s) applies, the percentage(s) stated in Schedule 3 shall be applied to the Construction Cost. Until the final Construction Cost has been ascertained, interim Fee calculations shall be based on:
- 5.2.1** before tenders are obtained: the current professionally prepared estimate of the Construction Cost;
- 5.2.2** after tenders have been obtained: the lowest acceptable tender;
- 5.2.3** after the building contract is let: the current professionally prepared estimate of the Construction Cost;
- 5.2.4** after the final/last account has been issued: the actual Construction Cost.
- 5.2.5** if the Client instructs a reduction in the Brief during the performance of the Services, the percentage Fee up to the date of the instruction shall be calculated on the basis that the current professionally prepared estimate of the Construction Cost or the lowest acceptable tender (whichever is later) is based on the Brief prior to the instruction.
- 5.2.6** based on the Construction Cost current prior to the date of any reduction arising from deflationary market conditions not prevailing at The Effective Date.
- 5.2.7** Professional estimator to be RICS (Royal Institution of Chartered Surveyors) registered chartered surveyor or a registered Architect.
- 5.2.8** Lowest estimated tender to include all reasonable construction cost and material for the completion of the project.
- Lump sum Fees**
- 5.3** Where a lump sum Fee applies the Fee shall be calculated as set out in Schedule 3. The lump sum Fee shall be adjusted in accordance with clause 5.6 if changes are made to the Brief and/ or the Construction Cost and/or the Timetable.
- Time based Fees**
- 5.4** Where a time based Fee applies the Fee shall be ascertained by multiplying the time reasonably spent in the performance of the Services by the relevant hourly rate set out in Schedule 3. Time 'reasonably spent' shall include the time spent in connection with performance of the Services in travelling from and returning to the Architect's office.
- Revision of Fees and other rates**
- 5.5** Lump sums Fees complying with clause 5.3 and rates for time based Fees complying with clause 5.4 and charges for mileage and printing carried out in the Architect's office shall be revised every 12 months in accordance with changes in the Retail Price Index\*. Each 12-month period shall commence on the anniversary of the Effective Date of the Agreement, or the date of calculation of the lump sum Fees complying with clause 5.3, whichever is the later. \*The Retail Price Index Price is set out in Table 6.1
- Additional Fees**
- 5.6** If the Architect, for reasons beyond his/her control is involved in extra work or incurs extra expense for which he/she will not otherwise be remunerated, the Architect shall be entitled to additional Fees, calculated on a time basis as set out in clause 5.4 unless agreed otherwise. Reasons for such an entitlement include but shall not be limited to:
- 5.6.1** the scope of the Services or the Timetable or the Brief or the period specified for any individual Service is varied by the Client (including if there is a reduction in the scope of the Services);
- 5.6.2** the nature of the Project requires that substantial parts of the design cannot be completed or must be specified provisionally or approximately before construction commences;
- 5.6.3** the Architect is required to vary any item of work commenced or completed pursuant to the Agreement or to provide a new design after the Client has authorised the Architect to develop an approved design;

## Condition of Agreement

- 5.6.4 delay or disruption by others;
- 5.6.5 prolongation of any building contract(s) relating to the Project;
- 5.6.6 the Architect consents to enter into any third party agreement (e.g., collateral warranty) the form or the beneficiary of which had not been agreed with the Architect at the date of the Agreement;
- 5.6.7 the cost of any work designed by the Architect or the cost of special equipment is excluded from the Construction Cost.
- 5.6.8 Work carried out as listed in Schedule 2: Other Services unless agreed that these shall be included in the percentage or lump sum Fee(s). The Architect shall inform the Client as soon as reasonably practical on becoming aware that this clause 5.6 will apply. This clause 5.6 will not apply to additional work or expense which arises solely due to a breach of this Agreement by the Architect.
- Incomplete Services**
- 5.7 Where for any reason the Architect provides only part of the Services specified in Schedule 2, the Architect shall be entitled to Fees calculated as follows:
- 5.7.1 for completed individual Services: Fees calculated as described for those Services in Schedule 3;
- 5.7.2 for completed Work Stages: Fees as apportioned for those Work Stages in Schedule 3;
- 5.7.3 for Services or Work Stages not completed: a Fee proportionate to that described or apportioned in Schedule 3 based on the Architect's reasonable estimate of the percentage of completion.
- 5.8 If the Architect consents to enter into any third party agreement (e.g., collateral warranty) the form or the beneficiary of which had not been agreed by the Architect at the date of the Agreement, the Architect shall be entitled to payment of the Architect's reasonable costs of assuming such additional liability, including but not limited to legal advice and obtaining any additional professional indemnity insurance required.
- Expenses and disbursements**
- 5.9 The Client shall reimburse the Architect's expenses at net cost plus the handling charge stated in Schedule 3. Any disbursements incurred on the Client's behalf shall be reimbursed at net cost plus any handling charge stated in Schedule 3.
- Records**
- 5.10 The Architect shall maintain records of time in regard to, Services payable on a time charge basis and of any expenses and disbursements to be reimbursed. These records shall be made available to the Client on reasonable request.
- Payment**
- 5.11 Payments under this Agreement shall become due on the date of issue of the Architect's payment notice, which shall comprise the Architect's invoice or account. Each notice shall set out the sum that the Architect considers to be or to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated ("notified sum"). The final date for payment for such notified sums shall be 30 days from the date of issue of the relevant notice.
- 5.11.1 The Architect's payment notices shall be issued at intervals of not less than one month (or as otherwise provided for in the Agreement) and should include any additional Fees, expenses or disbursements and the basis of calculation of the amounts due.
- 5.11.2 Fee instalments shall be calculated on the basis of the Architect's estimate of the percentage of completion of the Work Stage or other Services or such other method specified in Schedule 3.
- 5.11.3 The Architect shall submit the final account for fees and/or other amounts due when the Architect reasonably considers the relevant Services have been completed. The Services are deemed to be completed when the Architect submits such account(s).
- 5.12 The Client shall not withhold payment of any amount due to the Architect under this Agreement unless the amount has been agreed with the Architect or has been decided by any form of legal determination as not being due to the Architect. Subject to this, all rights of set-off which the Client would otherwise be entitled to exercise are expressly excluded.
- 5.13 No later than five days after a payment becomes due, the Client shall notify the Architect of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated
- 5.13.1 Unless the Client has served a notice under clause 5.13.2, it shall pay the Architect the sum referred to in the Client's notice under clause 5.13 (or, if the Client has not served notice under clause 5.13, the sum referred to in the Architect's account) on or before the final date for payment the of each account.
- 5.13.2 Not less than seven days before the final date for payment ("prescribed period"), the Client may give the Architect notice that it intends to pay less than the notified sum ("pay less notice"). Any pay less notice shall specify:
- 5.13.2.1 the sum that the Client considers to be due on the date the notice is served;
- 5.13.2.2 the basis on which that sum is calculated. The pay less notice should state in detail the amount proposed to be withheld and it shall not be sufficient for the notice to refer to a global amount.
- 5.13.3 If no such notice as required under clause 5.13.2 is given, the amount due for payment shall be the amount stated as due in the relevant account. In any event, the Client shall not withhold payment of any undisputed part of an account.
- Late payment**
- 5.14 Any sums due and remaining unpaid at the expiry of 30 days after the date of issue of an account from the Architect shall bear interest in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, where the Act applies or otherwise at 8% and over the Bank of England Base Rate current at the date of issue of the account.
- 5.15 For the avoidance of doubt, the Architect's entitlement to interest at the specified rate shall also apply in respect of any amounts that are awarded to the Architect in adjudication, arbitration or legal proceedings.
- Recovery of costs**
- 5.16 The Client shall indemnify the Architect in respect of all costs reasonably incurred by the Architect (including costs of the Architect's time) in recovering any amounts not paid when properly due and/or recovering interest arising and/or in relation to any claim (or any part) made by the Client which the Architect successfully defends or which the Client abandons.
- Payment on suspension or termination**
- 5.17 If the Client or the Architect suspends or terminates performance of the Services, the Architect shall be entitled to issue an account or accounts in accordance with clause 5.1 for, and shall be entitled to payment of:
- 5.17.1 any part of the Fee or other amounts due at the date of suspension or determination; and
- 5.17.2 any loss and/or damage caused to the Architect by the suspension and by any resumption or the termination together with any licence Fee due under clause 6.2, if the notice of suspension or determination is given:
- Value Added Tax (vat)**
- 5.18 Fees and expenses arising under the Agreement do not include Value Added Tax. The Client shall pay any Value Added Tax chargeable on any amount due to amount (s) the Architect.
- 6 **INTELLECTUAL PROPERTY; USE OF INFORMATION**



# Condition of Agreement

- 6.1 The Architect shall own all intellectual property rights including copyright in the drawings and all other work produced by him/her in performing the Services including any designs, drawings, documents, photographs and bespoke software (the 'Material') and generally asserts the Architect's moral rights to be identified as the author of the artistic work or work comprising the Project.

## Use of information

- 6.2 The Client shall have a licence to copy and use and allow other Consultants and Contractors providing allow other Consultants and Contractors providing Material, but only for purposes related to the Project.
- 6.2.1 Such purposes shall include the operation, maintenance, repair, reinstatement, alteration, extending, promotion, leasing and/or sale of the Project or any part, but shall exclude the use of the Material for any extension of the Project and/or for any other project.  
Provided that:
- 6.2.2 The Architect shall not be liable if the Material is modified other than by or with the consent of the Architect, or used for any purpose other than that for which it was prepared, or used for any unauthorised purpose;
- 6.2.3 If it is intended to make any permitted use after the date of the last Service performed under the Agreement, the Client shall pay to the Architect any licence Fee specified in Schedule 3 or if not specified then such licence Fee as the Architect acting reasonably shall agree.
- 6.2.4 In the event of the Client being in default of payment of any Fees or other amounts due, the Architect may suspend further use of the licence on giving 7 days' notice of the intention of doing so. Use of the licence may be resumed on receipt of outstanding amounts.
- 6.2.5 The Client shall obtain or ensure that any third party shall obtain any necessary licence and pay any Fees arising for access to any software used to produce any of the Material.
- 6.3 The Architect shall have the right to take and publish photographs and a description of the Project, but shall require consent of the Client (not to be unreasonably withheld or delayed) before publication of any other information about the Project, unless reasonably necessary for performance of the Services.
- 6.4 Neither the Client nor the Architect shall disclose to any other person information identified in writing as confidential unless reasonably necessary:
- 6.4.1 for performance of the Services; or
- 6.4.2 in order to take professional advice in relation to the Agreement or the Services; or
- 6.4.3 in order to obtain/maintain insurance cover as required by the Agreement; or
- 6.4.4 because of a Dispute; or
- 6.4.5 because of a Dispute; or as required by law.

## 7 LIABILITIES AND INSURANCE

### Limit of responsibility

- 7.1 The Architect does not warrant:
- 7.1.1 that the Project will be completed in accordance with the Timetable or within any budget for the Project (including the Construction Cost);
- 7.1.2 that any approvals, consents or permissions relating to the Project (whether statutory or otherwise), such as planning permission, will be granted;
- 7.1.3 the solvency, services, performance, work or products of parties other than the Architect whether or not such parties were appointed on the advice of the Architect;
- 7.1.4 that there will be no loss arising from any breach of any contract between the Client and any Third Party;
- 7.1.5 that no deleterious materials have been included in the Works;
- 7.1.6 and that the Architect shall not be liable under or in connection with this Agreement whether in contract tort negligence breach of statutory duty or otherwise (other than in respect of personal injury or death) except to the extent of sums recoverable under the Architect's professional indemnity cover.

### Time limit for action or proceedings

- 7.2 No action or proceedings whatsoever for any breach of this Agreement or arising out of or in connection with this Agreement whether in contract, delicti tort, statutory duty or otherwise shall be commenced after the expiry of the period stated in Article 7 of the Memorandum from the date of the last Services performed under the Agreement or, if earlier, the date of practical completion of the construction of the Project.

### Limit of liability

- 7.3.1 The Architect's liability for loss or damage in respect of any one occurrence or series of occurrences arising out of one event (including any liability for costs) shall be limited to the sum stated in Article 8 or the net contribution in accordance with clause 7.4, whichever is the lesser sum to the extent of sums recoverable under its professional indemnity policy.
- 7.3.2 The Client shall not hold liable any of the principals or employees of the Architect in respect of any negligence, default or other liability arising from the performance of the Services, other than liabilities arising from fraudulent, criminal or malicious acts or omissions.

### Net contribution

- 7.4 The net contribution shall be such sum as it is just and equitable for the Architect to pay having regard to the extent of the Architect's responsibility for the loss and/or damage in question when compared with the responsibilities of all other Consultants, contractors, sub-contractors, and other persons providing services in relation to the Project for that loss and/or damage. Such sum to be assessed on the assumptions that:
- 7.4.1 such persons have provided to the Client contractual undertakings in respect of liability for such loss and/or damage on terms which are no less onerous than those of the Architect under the Agreement;
- 7.4.2 there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause; and
- 7.4.3 such persons 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.

### Professional indemnity insurance

- 7.5 The Architect shall obtain professional indemnity insurance for not less than the amount stated in Article 8 of the Memorandum for any one occurrence or series of occurrences with cover in the aggregate in respect of pollution and asbestos for not more than the extent of sum recoverable under the Architect's professional indemnity cover.
- 7.5.1 The Architect shall maintain such insurance until at least the expiry of the period stated in Article 7 of the Memorandum from the date of the last Services performed under the Agreement or (if earlier) practical completion of the construction of the Project provided such insurance is available on commercially reasonable rates and terms and is generally available in the insurance market to the Architect.

## Condition of Agreement

- 7.5.2** The Architect, when reasonably requested by the Client, shall produce for inspection documentary evidence that the professional indemnity insurance required under the Agreement is being maintained.
- 7.6** The Architect shall inform the Client if such insurance:
- 7.6.1** is or becomes unavailable for any aspect of the Project; or
- 7.6.2** ceases to be available on commercially reasonable rates and terms; in order that the Architect and the Client can discuss the best means of protecting their respective positions in respect of the Project in the absence of such insurance.
- Collateral warranties**
- 7.7** Part A of Schedule 5 shall apply in regard to the Architect's obligations (if any) to provide collateral warranties. Other than where the Architect has agreed to confer third party rights in accordance with Part b of Schedule 5, the Client and the Architect agree that they do not intend to confer or purport to confer on any third party other than permitted assignees any benefit or the right to enforce any term of this Agreement.
- 8 SUSPENSION AND TERMINATION**
- Suspension**
- 8.1** The Client may suspend the performance of any or all of the Services by giving at least 7 days notice to the Architect. The notice shall specify the Services affected.
- 8.2** The Architect may suspend performance of all or any of the obligations under this Agreement on giving 7 days notice to the Client of his/her intention and of the grounds for doing so in the event that the Client:
- 8.2.1** is in default of payment of any Fees or other amounts due under this Agreement; or
- 8.2.2** fails to comply with his/her obligations under the CDM Regulations.
- 8.3** When the reason for the suspension is removed or resolved the Architect shall resume the performance of his/her obligations.
- 8.4** If any period of suspension arising from a notice given under clause 8.1 or 8.2 exceeds 6 months the Architect shall have the right to treat this Agreement as determined.
- 8.5** Any period of suspension arising from a valid notice given under Clause 8.1 or Clause 8.2 shall be disregarded in computing any contractual date for completion of the Services.
- 8.6** In the event of a suspension in accordance with this Agreement, the Client shall pay the Architect a reasonable amount in respect of costs and expenses reasonably incurred by the Architect as a result of any exercise of its right referred to in Clause 8.2. Termination
- 8.7** The Client or the Architect may by giving reasonable notice in writing to the other terminate performance of any or all of the Services and the Architect's obligations under this Agreement stating the grounds for doing so and the Services and obligations affected. Performance of the Services and the Architect's
- 8.8** Performance of the Services and the Architect's obligations under this Agreement may be terminated immediately by notice from either party
- 8.8.1** the Client or the Architect becomes insolvent, which expression shall have the meanings set out in section 1 13 (2-5) of the Housing Grants, Construction and Regeneration Act 1996; or
- 8.8.2** the Architect becomes unable to provide the Services through death or incapacity. Determination
- 8.8.3** The Client or the Architect are in breach of their respective obligations under clause 1.9.
- 8.9** On termination of performance of the Services or the Architect's obligations under this Agreement:
- 8.9.1** a copy of the Material referred to in clause 6.1 shall be delivered on demand to the Client by the Architect, subject to the terms of the licence under clause 6.2 and payment of the Architect's reasonable copying charges; and
- 8.9.2** termination of the performance of the Services or the Architect's obligations under this Agreement shall be without prejudice to the accrued rights and remedies of either party.
- 9 DISPUTE RESOLUTION**
- 9.1** In the event of any dispute or difference arising
- 9.2.1** Where a dispute or difference is to be referred to adjudication, referral of the dispute shall be made within 7 days of the issue by either party of a notice of the intention to refer a dispute or difference to adjudication. The adjudication procedure shall be in accordance with the provisions set out in Part 1 of the Scheme for Construction Contracts (England and Wales Regulations) (as amended and as current at the date of reference) which shall take effect as if incorporated into this clause. After the issue of a notice of intention to refer a dispute to adjudication, the parties can agree in writing that the adjudicator may allocate between the parties the parties costs relating to the adjudication on a standard assessment basis.
- 9.2.2** Any Dispute in connection with the enforcement of a decision of an adjudicator shall be referred to the English court and the provisions for arbitration hereunder shall not apply to such a Dispute.
- Arbitration**
- 9.3** Where the Memorandum provides that Disputes may be referred to arbitration, the referring party shall give notice to the other to such effect and the Dispute shall be referred to arbitration and for the final decision of the arbitrator provided for in Article IOA of the Memorandum of Agreement.
- Provided that:*
- 9.3.1** the Client or the Architect may refer to the court any claim for a pecuniary remedy which does not exceed £5,000 or such other sum as is provided by statute pursuant to section 91 of the Arbitration Act 1996.
- 9.3.2** in such arbitration the Construction Industry Model Arbitration Rules (CIMAR) current at the date of the reference shall apply;
- 9.3.3** the arbitrator shall not have the power to require any party to provide security for the costs of the arbitration.
- Legal proceedings**
- 9.4** Where the Memorandum provides that legal proceedings shall apply the Courts of England shall have jurisdiction over any Dispute.
- Consumer Contracts**
- 10** For non-professional clients, the Consumer Contracts (Information and Additional Charges) Regulation 2013 Amendments to ACA SFA 2012 Issued on 05 January 2016 shall apply to this contract.