



	Governing law/interpretation		
	1	The law applicable to this Agreement shall be the law of England and Wales.	
Architect's Services	2	The Architect shall, in providing the Services and discharging all the obligations set out hereunder, exercise reasonable skill and care in conformity with the normal standards of the Architect's profession.	
	3	The Architect shall act on behalf of the Client in the matters set out or necessarily implied in the Appointment.	
	4	The Client shall advise the Architect of the relative priorities of the Client's requirements, and shall inform the Architect of any changes or variations to the Client's requirements, budget or timetable.	
	5	The Architect shall co-operate with any other designers and the Planning Supervisor if appointed, and as appropriate pass relevant information to them.	
	6	The Architect shall make no material alteration, addition to or omission from the Services, or from the approved design, without the knowledge and consent of the Client and shall confirm such consent in writing. In an emergency, the Architect may make such alteration, addition or omission without the knowledge and consent of the Client, but shall inform the Client without delay and subsequently confirm such action in writing.	
	7	The Architect shall in providing the Services make such visits to the Works as the Architect at the date of the appointment reasonably expected to be necessary.	
	8	The Client shall, free of charge, supply the Architect with accurate information necessary for the proper and timely performance of the Services, and the Architect will rely on such information.	
	9	The Client shall give decisions and approvals necessary for the proper and timely performance of the Services.	
	10	The Client shall have authority to issue instructions to the Architect, subject to the Architect's right of reasonable objection. Such instructions and all instructions to any consultants or contractors shall be issued through the Architect.	
	11	Neither the Architect nor the Client shall assign the whole or any part of the benefit or in any way transfer the obligation under the Appointment without the consent in writing of the other.	
	12	The Architect shall not appoint any Sub-consultant to perform any part of the Services without the consent of the Client, which consent shall not be unreasonably withheld. The Architect shall confirm such consent in writing.	
	13	Subject always to the provisions of clause 2, the Architect does not warrant results or outcomes beyond his control, specifically: <ul style="list-style-type: none">• that the Services will be completed in accordance with any programme or timetable for the Project;• that planning permission will be granted;• the performance, work or products of others;• the solvency of any other body appointed by the Client whether or not such appointment was made on the advice of the Architect.	
	Statutory requirements	14	The Client shall instruct the making of applications for planning permission and approval under building acts, regulations and other statutory requirements, and applications for consent by freeholders and all others having an interest in the Project. The Client shall pay any statutory charges and fees, and any expenses and disbursements made in respect of such applications.
		CDM Regulations	
15	Where applicable, the Client shall comply with his obligations under the CDM Regulations, including the appointment of a competent Planning Supervisor as soon as practicable.		
	Other Appointments	16	The Client shall appoint and pay any consultants and other persons as may be required under separate agreements.
		17	The Client, in respect of any work or services in connection with the Project performed or to be performed by any person other than the Architect, shall: <ul style="list-style-type: none">• hold such person responsible for the competence and performance of his services and for visits to the site in connection with work undertaken by him;• hold the Principal Contractor where applicable, and/or other contractors, responsible for his management and operational methods, for the proper carrying out and completion of the Works, and for health and safety provisions on the Site.
	Fees and payments	18	The Architect's fees shall be calculated and charged as set out in the Letter of Appointment.
		19	Where a percentage basis is to be used, the Architect's fees shall be calculated as a percentage of the total Construction Cost, excluding VAT, when the final valuation has been ascertained and agreed. By total Construction Cost is meant the cost as certified by the Architect of all works including site works executed under the Architect's direction and control. For calculating percentage fees before the final cost has been ascertained, the following bases shall be used: <ul style="list-style-type: none">• before the contract is let – the cost estimate by the Architect or the appointed consultant;• after the contract is let – the contract sum.
		20	Time-based fees shall be ascertained in accordance with the rates set out in the Letter of Appointment.
		21	Lump sums specified in the Letter of Appointment, time charge rates and mileage rates shall be reviewed every 12 months from the date on which the Architect commenced performance of the Services and may be revised in accordance with the Retail Price Index.
			Additional fees
		22	Additional fees shall be payable if the Architect, for reasons beyond his control, is involved in extra work or incurs extra expense, such as where: <ul style="list-style-type: none">• the scope of the Services is varied by the Client;• it is necessary to vary any item of work commenced or completed due to the nature of the project or changes in interpretation, or enactment or of revisions to laws;• services by others are not provided or are delayed;• the Architect is to provide additional services relating to the settlement of disputes in connection with the Project.
			Expenses and disbursements
		23	The Client shall pay the expenses specified in the Letter of Appointment. Expenses other than those specified shall only be charged with the prior authorisation of the Client. The Client shall reimburse the Architect for any disbursements made on the Client's behalf.
		24	If the Architect is entitled to reimbursement of time spent on Services performed on a time basis, and of expenses and disbursements, the Architect shall maintain records and shall make these available to the Client on reasonable request.
			Payments by Client
		25	Payments under the Agreement shall become due to the Architect on issue of the Architect's accounts. The final date for such payments by the Client shall be 30 days from the date of issue of an account. The Architect's accounts shall be issued at intervals of not less than one month and shall include any additional fees, expenses or disbursements and state the basis of calculation of the amounts due.
			Instalments of the fees 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 the Letter of Appointment.

Payment notices

26 A written notice from the Client to the Architect:
 .1 may be given within 5 days of the date of issue of an account specifying the amount the Client proposes to pay and the basis of calculation of that amount; and/or
 .2 shall be given not later than 5 days before the final date for payment of any amount due to the Architect if the Client intends to withhold payment of any part of that amount stating the amount proposed to be withheld and the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it.
 If no such notices are given the amount due shall be the amount stated as due in the account. The Client shall not delay payment of any undisputed part of an account.

27 Any sums remaining unpaid 30 days after the Client's receipt of an account from the Architect shall bear interest at 8% over Bank of England Base Rate.

Payment on suspension or termination

28 If the Client or the Architect suspends or terminates performance of the Services, the Architect shall be entitled to payment of any part of the fee or other amounts due at the date of suspension or termination on issue of the Architect's account in accordance with clause 25.

29 Where the performance of the Services is suspended or terminated by the Client or suspended or terminated by the Architect because of a breach of the Agreement by the Client, the Architect shall be entitled to payment of all expenses and other costs necessarily incurred as a result of any suspension and any resumption or termination on issue of the Architect's account in accordance with clause 25.

30 The Client shall pay any Value Added Tax chargeable on the net value of the Architect's fees and expenses.

Copyright

31 The Architect owns the copyright in the work produced by him in performing the Services and generally asserts the right to be identified as the author of the artistic work/work of architecture comprising the Project.

Licence

32 The Client shall have a licence to copy and use and allow other consultants and contractors providing services to the Project to use and copy drawings, documents and bespoke software produced by the Architect in performing the Services, hereinafter called 'the Material' for purposes related to the Project on the Site or part of the Site to which the design relates.

Such purposes shall include its operation, maintenance, repair, reinstatement, alteration, extending, promotion, leasing and/or sale but shall exclude the reproduction of the Architect's design for any part of any extension of the Project and/or for any other project unless a licence fee in respect of any identified part of the Architect's design is stated in the Letter of Appointment.

Provided that:

.1 the Architect shall not be liable if the Material is used for any purpose other than that for which it was prepared;
 .2 in the event of any permitted use occurring after the date of the last Service performed under the Agreement and prior to practical completion of the construction of the Project, the Client shall:
 (a) where the Architect has not completed Detailed Proposals (Work Stage D), obtain the Architect's consent, which consent shall not be unreasonably withheld; and/or
 (b) pay to the Architect a reasonable licence fee where no licence fee is specified in the Letter of Appointment;
 .3 in the event of the Client being in default of payment of any fees or other amounts due, the Architect may suspend 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.

Rights of Third Parties 33 For the avoidance of doubt nothing in this Agreement shall confer or purport to confer on any third party any benefit or right to enforce any term of this Agreement.

Suspension and termination 34 Either the Client or the Architect may by giving reasonable notice to the other suspend or terminate performance of the whole or part of the Services. If the performance of any or all of the Services suspended is not resumed within 6 months, the Architect may by notice in writing to the Client terminate the Appointment.

35 The Architect may suspend performance of the Services and his obligations under the Agreement on giving at least 7-days' notice to the Client of his intentions and the grounds for doing so in the event that the Client:
 ● is in default of payment of any fees or other amounts due; or
 ● fails to comply with the requirements of the CDM Regulations.
 The Architect shall resume performance of his obligations on receipt of the outstanding amounts.

Dispute resolution* 36 **Negotiation or conciliation**
 In the event of any dispute or difference arising out of the Agreement, the Client and the Architect may attempt to settle such difference or dispute by negotiation or in accordance with the RIBA Conciliation Procedure.

37 **Adjudication**
 Any dispute or difference arising out of this Agreement may be referred to adjudication by the Client or the Architect at any time. The adjudication procedures and the Agreement for the appointment of an Adjudicator shall be as set out in the 'Model Adjudication Procedures' published by the *Construction Industry Council* current at the date of the reference. Clause 28 of the 'Model Adjudication Procedures' shall be deleted and replaced as follows: 'The Adjudicator may in his discretion direct the payment of legal costs and expenses of one party by another as part of his decision. The Adjudicator may determine the amount of costs to be paid or may delegate the task to an independent costs draftsman'.

38 **Naming or nomination of an Adjudicator**
 Where no Adjudicator is named in the Agreement and the parties are unable to agree on a person to act as Adjudicator, the Adjudicator shall be a person to be nominated at the request of either party by the nominator identified in the Letter of Appointment.

39 **Arbitration**
 When in accordance with the Letter of Appointment either the Client or the Architect require any dispute or difference to be referred to arbitration the requiring party shall give notice to the other to such effect and the dispute or difference shall be referred to the arbitration and final decision of a person to be agreed between the parties or, failing agreement within 14 days of the date of the notice, the appointor shall be the person identified in the Letter of Appointment.
Provided that:
 .1 the Client or the Architect may litigate 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;
 .2 the Client or the Architect may litigate the enforcement of any decision of an Adjudicator.

* Architects are subject to the disciplinary sanction of the Architects Registration Board in relation to complaints of unacceptable professional conduct or serious professional incompetence.

Parties to initial

As referred to in the Letter of Appointment dated

between

(Client)

(Architect)