

Conditions of appointment for Small Works

Governing law

- 1 The law applicable to this Appointment shall be the law of England and Wales.

Architect's Services

- 2 The Architect, in providing the Services and discharging all the obligations set out below shall 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 implied in the Appointment.
- 4 The Client shall advise the Architect of the relative priorities of the Client's requirements, budget and timetable and shall inform the Architect of any changes to the requirements.
- 5 The Architect shall co-operate with any other persons appointed, and pass relevant information to them.
- 6 The Architect shall make no material alteration to or addition to or omission from the Services, or from the approved design, without the knowledge and consent of the Client, and the Architect 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 keep the Client informed of progress in the performance of the Services and of any issue that may affect the programme for or the cost or quality of the Project.
- 8 The Client shall supply the Architect with accurate information necessary for the proper and timely performance of the Services, and the Architect shall 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 sub-contract performance of 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 Condition 2, the Architect does not warrant:
 - .1 that the services will be completed in accordance with the timetable or the budget cost for construction works;
 - .2 that planning permission and other approvals from third parties will be granted;
 - .3 the performance, work or the products of others;
 - .4 the solvency of any other appointed person whether or not such appointment was made on the advice of the Architect.

Parties to initial

As referred to in the Letter of Appointment dated:

between (Client) and

(Architect)

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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.

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:
- .1 hold such person responsible for the competence and performance of the services and visits to the site in connection with work undertaken by such person;
 - .2 hold the contractor responsible for the management and operational methods necessary for the proper carrying out and completion of construction 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 percentage or percentages stated in the Letter of Appointment shall be applied to the total construction cost, excluding VAT, when the gross final cost has been agreed. Total construction cost means the cost as - certified by the Architect of all works executed under the Architect's direction and control but shall not include Value Added Tax, fees, any loss and/or expense payments payable to, nor be adjusted for liquidated damages recoverable from a contractor by the Client. For calculating percentage fees before the final cost has been ascertained, the following bases shall be used:
- .1 before the contract is let - the current cost estimate by the Architect or the appointed cost consultant;
 - .2 after the contract is let - the contract sum.
- 20 Time-based fees shall be calculated on the basis of 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 the Architect's control, is involved in extra work or incurs extra expense, such as:
- .1 the scope of the Services is varied by the Client;
 - .2 the Architect being required to vary any item of work commenced or completed in accordance with the Appointment and/or performance of the Services is delayed, disrupted or prolonged.

The Architect shall inform the Client on becoming aware that this Condition 22 will apply.

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Expenses and disbursements

- 23 The Client shall reimburse the specified expenses in the manner stated 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 The Architect shall maintain records of:
- .1 time spent on Services performed on a time basis; or
 - .2 of any expenses and disbursements to be reimbursed at net cost and shall make these available to the Client on reasonable request.

Payments by Client

- 25 Payments under the Appointment 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 upon completion of each task or £1,000 of work. Work is suspended between issue of invoice and clearance of funds. Payment or partial payment in advance can be made to ensure continuity of work.
- ~~25~~26 Payment for the initial consultation will be made at the end of the meeting.

Payment notices

- 27 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.
- 28 Any sums remaining unpaid 30 days after the Client's receipt of an account from the Architect shall bear interest in accordance with the Late Payments of Commercial Debts (Interest) Regulations 2002, where the Regulations apply, or otherwise at 8% over Bank of England Base Rate.

Payment on suspension or termination

- 29 If the performance of the Services is suspended or determined, the Architect shall issue an account or accounts in accordance with Condition 25 for, and shall be entitled to payment of:
- .1 any part of the fee or other amounts due at the date of suspension or determination;
 - .2 any loss and/or damage caused to the Architect by the suspension and any resumption or the determination together with any licence fee due under clause 31 if the notice of suspension or determination is give:
 - (a) by the Client, except where the suspension or determination arises from a material breach of the Agreement by the Architect; or
 - (b) by the Architect because of a breach of the Appointment by the Client.

VAT

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

Copyright

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- 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, but only for purposes related to the Project on the site or part of the site to which the design relates.

The licence shall exclude the reproduction of the Architect's design after the date of the last Service performed under the Appointment and/or for any part of any extension of the Project and/or for any other project unless the Client pays an agreed licence fee to the Architect. The Architect may suspend use of the licence on giving 7 days' notice of the intention of doing so in the event of the Client being in default of payment of any fees or other amounts due. 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 Appointment shall confer or purport to confer on any third party any benefit or right to enforce any term of this Appointment.

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 six months, the Architect may by notice in writing to the Client terminate the Appointment.

- 35 The Architect may suspend performance of the Services and the obligations under the Appointment on giving at least 7 days' notice to the Client of the intention for doing so in the event that the Client:
- .1 is in default of payment of any fees or other amounts due; or
 - .2 fails to comply with the requirements of the CDM Regulations where applicable.
- The Architect shall resume performance of the Services and obligations when the reason for the suspension is removed or resolved.

Dispute resolution *

- 36 In the event of any dispute or difference arising out of the Appointment, the Client and the Architect may attempt to settle such difference or dispute by negotiation or by using with the RIBA Mediation Service.

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

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Adjudication

- 37 Any dispute or difference arising out of this Appointment 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. Condition 28 of the Model Adjudication Procedures shall be deleted and replaced as follows: 'The Adjudicator in making a decision shall have discretion to direct the payment of legal costs and expenses of one party by another. The Adjudicator may determine the amount of costs to be paid or may delegate the task to an independent costs draftsman.'

Naming or nomination of an Adjudicator

- 38 Where no adjudicator is named in the Appointment 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.

Adjudication - enforcement of decision

- 39 Any dispute or difference in connection with the enforcement of any decision of an adjudicator shall be referred to the courts.

Arbitration

- 40 When in accordance with the Letter of Appointment either the Client or the Architect requires 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 on which the notice is served, a person appointed by the appointor identified in the Letter of Appointment on the application of either the Client or the Architect.

The arbitration shall be conducted in accordance with the Construction Industry Model Arbitration Rules.

The Client or the Architect may litigate any claim for a pecuniary remedy that does not exceed £5,000.

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SCHEDULE OF SERVICES FOR SMALL WORKS

ARCHITECT'S SERVICES

All Commissions

- 1.1 Receive the Client's instructions
- 1.2 Where applicable, advise on the Client's duties under the CDM Regulations
- 1.3 Comply with the CDM Regulations and, where applicable, co-operate with the Planning Supervisor
- 1.4 Obtain information about the site from the Client
- 1.5 Visit the site and carry out an initial appraisal
- 1.6 Advise the Client on the need to obtain statutory approvals
- 1.7 Advise on the need for and the scope of services by consultants, specialists and suppliers

WORK STAGES

A Appraisal

B Briefing

1. Assist the Client in preparing the Client's requirements
2. Carry out studies necessary to determine the feasibility of the Client's requirements

C Outline proposals and

D Detailed proposals

1. Analyse the Client's requirements, prepare outline proposals and develop a scheme design
2. a. Prepare an approximation of construction cost, or
b. Provide information to others for cost planning
3. Submit design proposals and approximate construction cost for the Client's approval
4. Prepare and submit an application for detailed planning permission

E Final proposals

F Production information

G Tender documentation

1. Develop detailed design from the approved scheme design
2. Co-ordinate and integrate any work by consultants, specialists and suppliers
3. Prepare production information
4. a. Prepare schedules of rates and/or schedules of works for tendering purposes. Revise cost estimate, or
b. Provide information for others to prepare schedules of rates and/or quantities and/or schedules of works for tendering purposes.
5. Provide information to others for revision of cost estimate
6. Prepare and submit applications for approvals under building acts and/or regulations and other statutory requirements
7. Where applicable, prepare and give building notice under building acts and/or regulations

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H Tender action

1. Advise on and obtain the Client's approval of a list of tenderers for the building contract
2. Invite tenders
3. Appraise and report on tenders/negotiations

J Mobilisation

1. Advise the Client on the appointment of a contractor and on the responsibilities of the parties and of the Architect under the building contract
2. If required, prepare the building contract and arrange for it to be signed

K Construction to Practical Completion

1. Administer the terms of the building contract and monitor the progress of the work against the contractor's programme
2. Make visits to construction works
3. a. Prepare and certify valuations of work carried out or completed. Prepare financial reports for the Client, or
b. Certify valuations of work prepared by others. Present to the Client financial reports prepared by others
4. Where applicable, provide information for the Health and Safety File (CDM Regulations) and for building log book (Building Regulations Part L2)
5. Provide drawings showing the building and main lines of drainage, arrange for the provision of drawings of building services by others, and give general advice on maintenance

L After Practical Completion

1. Administer the terms of the building contract and make final inspections
2. Settle final account, or
3. Provide information required by others for settling final account

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OTHER SERVICES

The activities identified opposite a '☑' form part of the Services.

Activities not identified may be instructed as Additional Services when required.

- Conduct exceptional negotiations in connection with planning permission or building acts and/or regulations and other statutory requirements and revise documentation
- Submit plans for proposed works for approval of landlords, funders, freeholders, tenants or others
- Advise on suitability and selection of sites and/or buildings
- Make measured surveys, take levels and prepare drawings of sites and/or buildings
- Arrange for investigations of soil conditions of sites
- Negotiate a price with a contractor (in lieu of tendering)
- Prepare report and schedule of condition of existing buildings
- Carry out an accessibility audit
- Prepare report and schedule of dilapidations
- Provide services in connection with party wall negotiations
- Provide services on behalf of the Client in any dispute between the Client and another party
- Provide information in connection with, or make applications for, or negotiate, local authority, government and other grants
- Prepare special drawings, models or technical information for use by the Client
- Inspect and prepare valuation report for mortgage and other purposes
- Prepare, submit, negotiate claims following damage by fire and other causes
- Investigate and advise on means of escape in existing buildings
- Investigate and advise on change of use in existing buildings
- Provide services in connection with demolition works
- Provide landscape design services
- Provide interior design services

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Historic buildings and conservation

- Detailed inspection and report
- Historical research and archaeological records
- Listed building consents
- Conservation Area consents
- Grant-aided works

If necessary amplify scope of any Other Services here

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