



**Association of Consultant Architects
Standard Form of Agreement for the
Appointment of an Architect **ACA SFA/08****

Worked
EXAMPLE

ACA SFA/08

Preface

The Association of Consultant Architects' Standard Form of Agreement for the Appointment of an Architect (ACA SFA/O8) 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 RSUA, 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/O8 is to ensure the availability of an SFA form of appointment that has been successfully used by many architects and clients in regard to their contractual arrangements for the provision of architectural services. ACA SFA/O8 is essentially based on the SFA/92 version, adding amendments to enhance its usefulness and updating in line with case law and legislation to 2008.

ACA SFA/O8

ACA SFA/O8 is drafted for use where the architect is to provide services for a building project in a wide range of sizes or complexity.

A contract based on ACA SFA/O8 will be created by both the Client and the Architect completing the schedules and the Memorandum Particulars and then executing the Memorandum of Agreement.

This edition of ACA SFA/O8 has been drafted for use where English law applies. Users should obtain appropriate advice where the intention is that another law will govern their Agreement.



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©2008 Association of Consultant Architects
ISBN: 978-1-901171-31-0
Set in 8pt, 16pt and 28pt Thesis TheSans
Published by the Association of Consultant Architects
First published September 2008
Designed by Yakeley Associates Ltd
Printed by Geerings Print Ltd

Memorandum of Agreement

Note To complete the Memorandum, the parties should fill in the Memorandum Particulars

This Agreement is made on the date stated in the Memorandum Particulars between the 'Client' and the 'Architect' whose details are set out in the Memorandum Particulars.

Background 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 the Site are set out in Schedule 1.

Articles The Client and the Architect agree the following:

- 1** 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 Schedules, which together comprise the 'Agreement'.
- 2** Under the Agreement the Client appoints the Architect and the Architect accepts the appointment to provide services for the Project as set out in Schedule 2 (the 'Services').
- 3** 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.
- 4** 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.
- 5** The Client shall be represented for all matters arising in connection with this Agreement by the person identified in the Memorandum Particulars.
- 6** The law applicable to this Agreement shall be as set out in the Memorandum Particulars. The ACA SFA/o8 is drafted for use with English law. If another law is to apply then the parties should take appropriate advice.
- 7** The Client and the Architect agree that, as referred to in clause 7.2, no action or 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 relation to the Architect's obligation to maintain professional indemnity insurance in accordance with clause 7.5.
- 8** The Client and the Architect have agreed 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 Architects' Registration Board for a project such as the Project.
- 9** 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 Council.
- 10A** 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 arbitrator shall be appointed on the application of either the Client or the Architect to the President or a vice-president of the Chartered Institute of Arbitrators.
- 10B** Notwithstanding the right of adjudication, where the Memorandum Particulars provide 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.
- 11** 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.
- 12** 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 1st.....(day) September.....(month) 2008.....(year)

Parties: Client Veloper Homes Ltd.....(the 'Client')
(registered office) address:

123 City Road

Anytown

Anyshire AB1 2CD

Parties: Architect Tect Associates Ltd.....(the 'Architect')
(registered office) address:

456 Utopia Street

Anytown

Anyshire AB3 4UT

Article 5 The Client's representative shall be:

D Veloper Esq

Article 6 Law of Agreement (unless provided otherwise, English law shall apply):

English

Article 7 Period for action or proceedings:

Three years

Article 8 Limit of liability and amount of professional indemnity insurance cover:

£5,000,000.00 (five million pounds)

Article 9 Adjudication – name of nominating body (if any):

Construction Industry Council

Where no nominating body is provided for then it shall be the Construction Industry Council.

Article 10 Dispute resolution Article 10A (arbitration) or 10B (legal proceedings) applies (*tick one box to show which alternative is to apply*)

Article 10A is to apply **or** Article 10B is to apply

Where Article 10A applies the appointor of the arbitrator shall be:

Where no appointor is provided for then it shall be the President or a vice president of the Chartered Institute of Arbitrators.

Article 11 Effective Date:

1st.....(day) September.....(month) 2008.....(year)

Memorandum of Agreement (Execution)

Simple Contract
execution of
Memorandum of
Agreement as a
simple contract

As witness the hands of the parties

Client D Velper

Architect Archie Tect

on behalf of Velper Homes Ltd

on behalf of Tect Associates Ltd

Witness signatures if required by the parties:

Name:

Name:

M Ployee

N Acquaintance

Address:

Address:

123 City Road

456 Country Lane

Anytown

Hamlet, nr Anytown

Anyshire

Anyshire

Executed as a deed by the Client as follows:

and executed as a deed by the Architect as follows:

Deed
execution of
Memorandum of
Agreement as a deed

Specimen

Schedule 1: Project, Site and Attachments

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 form 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 details of any supplementary documents ('Attachments') which help to define the Project, the Site or the parties' obligations under this Agreement.

The Site

1-5 Arcadia Avenue, Anytown, Anyshire AB1 2EF as shown on the attached site survey

The Project

A development of new apartments as per the attached Brief

Attachments

Shall include supplemental documents (if any) attached to the Agreement and/or the following:

the Brief

additional interim payments schedule

terms of appointment as CDM Co-ordinator

letter from Architect to Client dated 1 September 2008

site survey

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.

DESIGN

C Concept design

- C1 Advise Client of his/her responsibilities under the CDM Regulations.
- C2 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 Provide information to discuss proposals with and incorporate input of other Consultants.
- C4A Provide information to other Consultants for their preparation of an approximation of the Construction Cost **or**
- C4B Prepare an approximation of the Construction Cost.
- C5 Review the proposed procurement route.
- C6 Submit the concept design for the Client's approval.

D Developed design

- D1 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 Provide information to, discuss proposals with and incorporate input of other Consultants into the developed design.
- D3A Provide information to other Consultants for their preparation of an estimate of the Construction Cost **or**
- D3B Prepare an estimate of the Construction Cost.
- D4 Prepare a preliminary Timetable for the Project.
- D5 Submit the developed design for the Client's approval.
- D6A Provide information to/liase with other Consultants to prepare an application(s) for outline planning permission and/or full planning permission **or**
- D6B Prepare application(s) for outline planning permission and/or full planning permission.

- D7A Provide information to/liase with other Consultants to prepare statement(s) to accompany any planning application(s) **or**

- D7B Provide statement(s) to accompany any planning application(s).

E Technical design

- E1 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 Provide information to, discuss proposals with and incorporate input of other Consultants into the design.
- E3A Provide information to other Consultants for their revision of the Construction Cost estimate **or**
- E3B Revise the Construction Cost estimate.
- E4 Submit the technical design showing type of construction, materials and appearance for the Client's approval.

PRE-CONSTRUCTION

F Production information

- F1 Prepare production information (including sufficient drawing and specification information to obtain tenders).
- F2A Provide information to other Consultants for the preparation of bills of quantities and/or schedules of works **or**
- F2B Prepare schedules of works for tendering purposes.
- F3 Provide information to, discuss proposals with and incorporate input of other Consultants into the production information.
- F4 Co ordinate other Consultants' input into the production information.
- F5 Prepare applications for approvals under the Building Acts and/or Regulations and other statutory requirements.
- F6A Provide information to other Consultants to prepare applications for the satisfaction of planning conditions **or**
- F6B Prepare applications for the satisfaction of planning conditions.

Schedule 2: Services to be Performed by the Architect

Normal Services (*continued*)

F7A Provide information to other Consultants for their revision of the Construction Cost estimate **or**

F7B Revise the Construction Cost estimate.

F8 Submit production information showing construction details for the Client's approval.

G Tender documentation

G1 Review with the Client the Timetable for the Project, including its construction.

G2 Agree the form of building contract with the Client.

G3 Advise on and obtain the Client's approval to a list of tenderers for the building contract.

G4A Provide information to other Consultants for the preparation of tender documentation and the obtaining of tenders **or**

G4B Prepare tender documentation.

H Tender action

H1 Invite and obtain tenders.

H2A Contribute to appraisal and report on tenders by other Consultants **or**

H2B Appraise and report on tenders.

H3A Assist other Consultants in negotiating with a tenderer **or**

H3B Negotiate with a tenderer.

CONSTRUCTION

J Mobilisation/construction information

J1 Advise the Client on the appointment of the Contractor and on the responsibilities of the parties and the Architect under the building contract.

J2A Assist other Consultants in preparing the building contract and arranging for it to be signed **or**

J2B Prepare the building contract and arrange for it to be signed.

J3 Provide construction information (including sufficient detailed drawing and specification information for the construction of the Project) to the Contractor.

K Construction to practical completion

K1 Administer the terms of the building contract.

K2 Conduct meetings with the Contractor to review progress.

K3 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 Receive reports from any Site Inspector(s).

K5A Provide information to other Consultants for the preparation of valuations of work carried out **or**

K5B Prepare valuations of work carried out.

K6A Provide information to other Consultants for the preparation of financial reports to the Client **or**

K6B Prepare financial reports for the Client.

K7 Issue certificates of payment.

K8 Issue certificate(s) of practical completion.

USE

L Post practical completion

L1 Carry out a final inspection.

L2 Advise on the remedying of defects and issue a certificate of making good defects.

L3A Provide information to other Consultants for the preparation of the final account **or**

L3B Prepare the final account.

L4 Issue a final or last certificate.

Schedule 2: Services to be Performed by the Architect

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 (page 8).

PREPARATION

A Appraisal

- A11 Assist the Client in identifying the Site.
- A12 Obtain from the Client information about the Site.
- A13 Obtain from others information about the Site.
- A14 Visit the Site and carry out an initial appraisal.
- A15 Review with the Client alternative Project options.
- A16 Provide information for reporting on comparative cost and Timetable implications.
- A17 Advise the Client on the need for other Consultants' and/or specialists' services.
- A18 Other... *participate in planning consultant selection interviews*

B Design Brief

- B11 Assist the Client in preparation of the Client's requirements.
- B12 Advise the Client on methods of procuring construction.
- B13 Advise on the need for specialist contractors, sub-contractors and suppliers to design and execute parts of the Works.
- B14 Obtain and provide information for such studies as may be necessary to determine the feasibility of the Client's requirements to be carried out.
- B15 Review with the Client alternative design and construction approaches and cost implications.
- B16 Advise on the requirements for planning permission, approvals under Building Regulations and other statutory requirements.
- B17 Develop the Client's requirements.
- B18 Advise on environmental impact and prepare a report.
- B19 Prepare measured drawings of site and/or any existing building(s).
- B20 Other.....

DESIGN

C Concept design

- C11A Provide information to others for cost planning and control throughout the Project **or**
- C11B Propose a procedure for cost planning and control.
- C12 Operate the procedure for cost planning and control throughout the Project.
- C13 Prepare and keep updated a Client's running expenditure plan for the Project.
- C14 Prepare special presentation drawings, brochures, models or technical information for use of the Client or others.
- C15 Carry out negotiations with tenants or others identified by the Client.
- C16 Other.....

D Developed design

- D11 Consult with tenants or others identified by the Client.
- D12 Conduct negotiations with planning authorities.
- D13 Prepare application(s) for outline planning permission and/or full planning permission.
- D14 Make revisions to design to deal with requirements of planning authorities.
- D15 Prepare revised planning application(s).
- D16 Carry out special construction research for the Project including design of prototypes, mock ups or models.
- D17 Monitor testing of prototypes, mock ups or models etc.
- D18 Coordinate statement(s) from others to accompany planning application.
- D19 Submit planning application(s) and carry out negotiations with planning authority.
- D20A Provide information to others to prepare for and conduct planning appeal(s) **or**
- D20B Prepare for and conduct planning appeal(s).
- D21 Other.....

E Technical design

- E11 Conduct exceptional negotiations for approvals by statutory authorities.

Schedule 2: Services to be Performed by the Architect

Other Services (continued)

E12 Negotiate waivers or relaxations under Building Acts and/or Regulations and other statutory requirements.

E13 Other.....

PRE-CONSTRUCTION

F Production information

F11 Prepare furniture design, product design or other production information.

F12 Procure furniture fittings and equipment on behalf of the Client.

F13 Submit plans for proposed building works for approval of landlords, funders, free-holders, tenants or others as requested by the Client.

F14 Other.....

G Tender Documentation

G11 Administer the terms of other contracts.

G12 Other.....

H Tender Action

H11 Select a Contractor by means other than tendering.

H12 Revise production information to adjust a tender sum.

H13 Arrange for other contracts to be let prior to the main building contract.

H14 Other.....

CONSTRUCTION

J Mobilisation

J11 Provide services in connection with demolitions.

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 those shown in Schedule 3.

K15 Other.....

USE

L Post Practical Completion

L11 Prepare drawings of building as built.

L12 Prepare drawings for conveyancing or other (eg, lease plans) 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

Note Tick box(es) where any other services are to be carried out under the Agreement. Details of any additional tasks to be performed should be attached to the Agreement.

P Planning advice

ID Interior design

LD Landscape/garden design

GD Graphic design

LC Lead Consultant

PM Project management

CM Construction management

CDM cDM Co-ordinator

PW Party wall surveyor

O Other.....

Schedule 3: Fees and Expenses

Normal Fee
(for performing Normal Services)

Percentage Fee(s) in accordance with Clause 5.2: 12.5% (twelve and one half percent) of the Construction Cost for work shown in Schedule 2, Normal Services.

and/or Lump sum Fee(s) in accordance with clause 5.3: not applicable

and/or time based Fee(s) in accordance with Clause 5.4: not applicable

The number of site visits allowed for in the Normal Fee is 10. 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: £50,000 for acting as CDM Co-ordinator

and/or time based Fee(s) in accordance with Clause 5.4: varying hourly rates as shown in this Schedule 3: Time Based Fees for Services shown in Schedule 2: Other Services

and/or other Fee(s) (clause 5.1.4): 'success Fee' contingent on the planning committee resolving to grant a planning consent as per letter to Client dated 1 September 2008
(Identify any Fee due in respect of clause 5.6.6 and/or licence Fee due under clause 6.2.3)

Anticipated Payments

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

Month 1	£	<u>100,000</u>	Month 7	£	<u>500</u>
Month 2	£	<u>150,000</u>	Month 8	<u>(CDM)</u>	£ <u>50,000</u>
Month 3	£	<u>150,000</u>	Month 9	£	<u>10,000</u>
Month 4	£	<u>150,000</u>	Month 10	£	<u>10,000</u>
Month 5	£	<u>0</u>	Month 11	£	<u>10,000</u>
Month 6	£	<u>20,000</u>	Month 12	£	<u>10,000</u>

(Provide an Attachment if anticipated payments are expected to extend beyond twelve months or vary from the above)

Expenses

Expenses and any disbursements will be charged in addition to the Fee(s):

The specified expenses are: travel, subsistence, copies, printing, perspective drawings, sundries

at net cost plus handling charge of 15% or

by the addition of% of the gross Fees including any Other Services or

(other).....

Where applicable, travel will be charged at 60 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 tasks.

Schedule 3: Fees and Expenses (continued)

Instalments Normal Services

Unless otherwise stated, Fees and expenses will be payable in monthly instalments in accordance with clause 5.11. The following instalments are to be paid upon the completion of major Work Stages (eg, Design, Pre-Construction, etc) or minor Work Stages (eg, 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.

	Work Stage	% of percentage Fee ¹	Lump sum ¹	Time basis ²
	DESIGN%	£.....	£..... /hour
C	Concept design	15%	£.....	£..... /hour
D	Developed design	20%	£.....	£..... /hour
E	Technical design	20%	£.....	£..... /hour
	PRE-CONSTRUCTION%	£.....	£..... /hour
F	Production information	25%	£.....	£..... /hour
G	Tender documentation	1%	£.....	£..... /hour
H	Tender action	2%	£.....	£..... /hour
	CONSTRUCTION%	£.....	£..... /hour
J	Mobilisation	1%	£.....	£..... /hour
K ³	Construction to practical completion	15%	£.....	£..... /hour
L	USE%	£.....	£..... /hour
	Post practical completion	1%	£.....	£..... /hour
	Total(s)	100 %	£.....	

Instalments Other Services

	PREPARATION		£.....	£ (as below) /hour
A	Appraisal		£.....	£..... /hour
B	Design Brief		£.....	£..... /hour
	DESIGN		£.....	£ (as below) /hour
C	Concept design		£.....	£..... /hour
D	Developed design		£.....	£..... /hour
E	Technical design		£.....	£..... /hour
	PRE-CONSTRUCTION		£.....	£ (as below) /hour
F	Production information		£.....	£..... /hour
G	Tender documentation		£.....	£..... /hour
H	Tender action		£.....	£..... /hour
	CONSTRUCTION		£.....	£ (as below) /hour
J	Mobilisation		£.....	£..... /hour
K	Construction to practical completion		£.....	£..... /hour
	USE		£.....	£ (as below) /hour
L	Post practical completion		£.....	£..... /hour
	OTHER			
	acting as CDM Co-ordinator		£ 50,000.00	£..... /hour
			£.....	£..... /hour
	Total		£ 50,000.00	

Other.....

Time Based Fees (when rates vary)

Director/partner	Architect	Assistant	Other student
£ 150.00 /hour	£ 100.00 /hour	£ 75.00 /hour	£ 50.00 /hour

¹The 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.

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

³All 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.

Conditions of Agreement

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

Agreement	The contract of agreement between the Client and the Architect for the Project comprising the Memorandum, the Schedules and the Conditions.	Architect	Architect will estimate a reduction from the Construction Cost.)
Attachments	Supplementary documents which help to define the Project and the Site or which otherwise define the parties' obligations under the Agreement	Consultant	(c) any loss and/or expense payments payable to, or liquidated damages recoverable from the Contractor by the Client. A person, company or firm appointed or to be appointed by the Client to perform professional services in connection with the Project.
Brief	(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.	Contractor	A person, company or firm appointed or to be appointed by the Client to undertake construction works in connection with the Project.
CDM Co-ordinator	As defined by the CDM Regulations.	Effective Date	The date recorded in the Memorandum.
CDM Regulations	The Construction (Design and Management) Regulations 2007 or as the same may be revised or amended at any time.	Fee	The fees payable to the Architect pursuant to this Agreement.
Construction Cost	The Construction Cost shall be the latest estimate for or the actual cost of the construction of the Project, including: (a) any contingency or design reserve cost allowance; and (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. (c) Where the Client is the Contractor, the final Construction Cost shall include an allowance for the Contractor's profit and overheads. The Construction Cost shall exclude: (a) Value Added Tax; (b) the design Fees of any Consultants employed by the Contractor and/or his/her sub-contractors for work on which otherwise Consultants would have been employed by the Client. (Where such Fees are not known the	Lead Consultant	The party appointed by the Client to undertake lead Consultant services in relation to the Project.
		Material Memorandum	As defined in clause 6.1. The Memorandum of Agreement signed by the Client and the Architect.
		Principal Contractor	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.
		Project	As referred to in Schedule 1.
		Schedule(s)	The schedules to the Agreement.
		Services	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.
		Site	As referred to in Schedule 1.
		Site Inspector	Clerk(s) of Works or others appointed by the Client to perform inspection services in connection with the construction of the Works.
		Timetable	The period of time which the Client wishes to allow for completion of the Project.
		Work Stages	The stages of services as set out in Schedule 2: Services.
		Works	Construction works to be carried out by a Contractor(s).

Conditions of Agreement (continued)

1 GENERAL INTERPRETATION

1.1 The headings and notes to these Conditions are for convenience only and shall not affect the interpretation of this Agreement.

1.2 In the event of any conflict between these Conditions and any Attachment, the Conditions shall prevail.

1.3 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).

Law of Agreement

1.4 This Agreement shall be subject to English law unless stated otherwise in Article 6 of the Memorandum.

Communications

1.5 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

1.5.1 Communications shall take effect when received at the address of the recipient as referred to in the Memorandum or as otherwise agreed in writing.

1.5.2 Communications sent by recorded or registered first-class post shall be presumed to have arrived at the address to which they are posted on the second working day after posting.

Periods of time

1.6 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.

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 CDM Co-ordinator and Principal Contractor.

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.

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

Conditions of Agreement (continued)

- that they may undertake their own obligations in relation to the Project; and
- 2.4.3 as appropriate, to integrate into the Architect's own services 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.
- Information, decisions, approvals, instructions**
- 3.2 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 it 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**
- 3.8 If the Client requires services to be undertaken by persons other than the Architect (eg, 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 with that of such persons.
- 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.

Conditions of Agreement (continued)

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

- 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.

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 (All items) in Labour Market Trends published by the Office for National Statistics or any successor body.

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;
- 5.6.4 delay or disruption by others;

Conditions of Agreement (continued)

- 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 (eg, 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 (eg, 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 to the Architect on the date of issue of the Architect's accounts. The final date for payment of any amount due to the Architect shall be 30 days from the date of issue of an account.
- 5.11.1 The Architect's accounts shall be issued at intervals of not less than one month 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.
- 5.12 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 at common law or in equity which the Client would otherwise be entitled to exercise are expressly excluded.
- Payment notices**
- 5.13 A written notice from the Client to the Architect:
- 5.13.1 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 on which that amount is calculated; and
- 5.13.2 shall be given, not later than 5 days before the final date for payment of any amount due to the Architect, if (subject to clause 5.12) the Client intends to withhold payment of any part of that amount and the notice should state in detail the amount proposed to be withheld and the ground or grounds for doing so and the amount attributable to each ground. It shall not be sufficient for the notice to refer to a global amount(s).
- 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

Conditions of Agreement (continued)

	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% over the Bank of England Base Rate current at the date of issue of the account.		identified as the author of the artistic work or work of architecture comprising the Project.
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		Use of information
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.	6.2	The Client shall have a licence to copy and use and allow other Consultants and Contractors providing services in relation to the Project to use copies of the Material, but only for purposes related to the Project.
	Payment on suspension or determination	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.
5.17	If the Client or the Architect suspends or determines performance of the Services, the Architect shall be entitled to issue an account or accounts in accordance with clause 5.11 for, and shall be entitled to payment of:		Provided that:
5.17.1	any part of the Fee or other amounts due at the date of suspension or determination; and	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,
5.17.2	any loss and/or damage caused to the Architect by the suspension and by any resumption or the determination together with any licence Fee due under clause 6.2, if the notice of suspension or determination is given.	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.
5.17.2.1	by the Client, except where the suspension or determination arises from a material breach of the Agreement by the Architect; or	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.
5.17.2.2	by the Architect, because of a breach of the Agreement by the Client.	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.
5.18	Value Added Tax (vat) 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 the Architect.	6.3	The Architect shall have the right to 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	COPYRIGHT AND USE OF INFORMATION	6.4	Neither the Client nor the Architect shall disclose to any other person information identified in writing as confidential unless reasonably necessary:
	Copyright	6.4.1	for performance of the Services; or
6.1	The Architect owns the copyright in the work produced by him/her in performing the Services including any designs, drawings, documents and bespoke software (the 'Material') and generally asserts the Architect's moral rights to be	6.4.2	in order to take professional advice in relation to the Agreement or the Services; or

Conditions of Agreement (continued)

6.4.3 in order to obtain/ maintain insurance cover as required by the Agreement; or

6.4.4 because of a dispute arising out of or in connection with the Agreement; or

6.4.5 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 and the Architect shall not be liable for any matters concerning the Project relating to asbestos or toxic mould.

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, 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, practical completion of the construction of the Project.

Limit of liability

7.3 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.

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.

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.

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; and

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.

Rights of third parties

7.8 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

Conditions of Agreement (continued)

purport to confer on any third party other than lawful assignees any benefit or the right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

8 SUSPENSION AND DETERMINATION

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 the obligations under this Agreement on giving at least 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.

Determination

- 8.6 The Client or the Architect may by giving reasonable notice in writing to the other determine 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.
- 8.7 Performance of the Services and the Architect's obligations under this Agreement may be determined immediately by notice from either party if:
- 8.7.1 the Client or the Architect becomes insolvent, which term shall have the meanings set out in section 113 (2-5) of the Housing Grants, Construction and Regeneration Act 1996; or
- 8.7.2 the Architect becomes unable to provide the Services through death or incapacity.

8.8 On determination of performance of the Services or the Architect's obligations under this Agreement:

- 8.8.1 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
- 8.8.2 determination 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 out of or in connection with this Agreement ('Dispute'), the Client and the Architect may attempt to settle such Dispute by using the mediation services of the RIBA Mediation Service or such other mediation service as they may agree upon.

Adjudication

- 9.2 Any Dispute arising out of or in connection with this Agreement may be referred to adjudication by the Client or the Architect at any time to the adjudicator provided for in Article 9 of the Memorandum.
- 9.2.1 The adjudication procedures and the agreement for the appointment of an Adjudicator shall be as set out in the 'Model Adjudication Procedure' published by the Construction Industry Council current at the date of the reference, subject to clause 29 of the Model Adjudication Procedure being 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 expert.'
- 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 10A of the Memorandum.

Conditions of Agreement *(continued)*

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 referred to in Section 38(3) of the Arbitration Act 1996

Legal proceedings

- 9.4 Where the Memorandum provides that legal proceedings shall apply the English court shall have jurisdiction over any Dispute.

Specimen

Schedule 5: Collateral Warranties and Third Party Rights

Note Where it is agreed that collateral warranties and/or third party rights shall be provided, this Schedule 5 shall be completed as follows:

Part A The Architect has agreed to provide collateral warranties
 Yes No (Tick as appropriate; where neither is ticked then 'no' shall apply.)

Where above the Architect has said 'yes' to providing collateral warranties then this Part A shall apply. The form of warranty/ies shall have been agreed at the date of this Agreement and a copy appended as an Attachment. A suggested form of collateral warranty is provided for in this Schedule 5 which can be copied and used as an Attachment. If this form is used then care should be taken to complete the warranty correctly. Under this Part A, subject to all Fees and other amounts due to the Architect under the Agreement having been paid, the Architect agrees to provide properly completed and executed warranty/ies in the agreed form in favour of the following Third Parties within 14 days of a request in writing from the Client.

Identity of Third Parties to receive collateral warranty/ies (include here either name(s) of a specific person(s) or a category of persons such as 'future occupants/first tenants/first purchasers'):

first purchaser

Part B The Architect has agreed to confer Third Party rights
 Yes No (Tick as appropriate; where neither is ticked then 'no' shall apply.)

Where above the Architect has said 'yes' to conferring Third Party rights then this Part B shall apply and the particulars of such rights shall be agreed as at the date of this Agreement and set out in a separate document a copy of which should be appended as an Attachment. Alternatively, a suggested set of Third Party rights is set out below which the parties can select to apply if they wish. Under this Part B the Architect agrees that, subject to all Fees and amounts due to the Architect under the Agreement having been paid, Third Party rights in the agreed form shall vest in the following Third Parties, on the date of receipt by the Architect of the Client's notice to that effect stating the name and address of the Third Party and the nature of his/her interest in the Project.

Identity of Third Parties to have the benefit of Third Party rights (include here either name(s) of a specific person(s) or a category of persons such as 'future occupants/first tenants/first purchasers'):

first purchaser

Where this Part B applies then the rights of the Client and/or the Architect:

- to terminate the Architect's employment under this Agreement, or to agree to rescind this Agreement;
- to agree to amend or otherwise vary or to waive the terms of this Agreement;
- to agree to settle the terms of any dispute or other matter arising out of or in connection with this Agreement

shall not be subject to the consent of any Third Party but otherwise the Client and the Architect shall not be entitled without the consent of any Third Party identified in this Part B to amend or vary the Third Party rights provided for by this Part B.

Third Party Rights

The Architect has agreed to confer the Third Party rights set out below:
 Yes No
(Tick as appropriate; where neither is ticked then 'no' shall apply. Reference below to 'Third Party' shall mean all those Third Parties whose identities have been set out in this Part B.)

1 The Architect warrants to the Third Party that it has exercised and will continue to exercise reasonable skill and care in the performance of its duties to the Client under the Agreement. In the event of any breach of this warranty the Architect shall be liable for the reasonable costs of repair, renewal and/or reinstatement of any part or parts of the Project to the extent that the Third Party reasonably incurs such costs and/or the Third Party is or becomes liable either directly or by way of financial contribution for such costs. The Architect shall not be liable for other losses incurred by the Third Party.

2 In regard to the Architect's work produced in the performance of the Services including any designs, documents and bespoke software (the 'Material') for the purposes of these Third Party rights, the terms of clauses 6.1 and 6.2 shall apply on the basis that the Third Party shall have rights in regard to the Materials on the same basis as the Client has under the said clauses.

3 The Architect shall owe no greater duties to the Third Party under these Third Party rights than it would have owed had the Third Party been named as Client in the Agreement. The Architect shall be entitled in any action of proceedings by the Third Party to rely upon any defence, limitation or exclusion that applies under the Agreement and to raise the equivalent rights in defence of liability as it would have against the Client in regard to any claim by the Third Party in connection with these Third Party rights. These Third Party rights shall be subject to English law and English courts.

ACA Form of Architect Collateral Warranty

Date of Warranty

This warranty is made 1st (day) July (month) 2009 (year) between:

Parties

Tect Associates Ltd (the 'Architect')

(registered office) address:

456 Utopia Street

Anytown

Anyshire AB3 4UT

and Vestor Securities Ltd (the 'Beneficiary')
(which term shall include all permitted assignees under this warranty).

(registered office) address:

6 Away Avenue

Out-of-Town, Farshire

Background A

By a contract dated 1st (day) September (month) 2008 (year)
(the 'Agreement' which shall include any variation thereto) the Architect has been appointed by:

Veloper Homes Ltd (the 'Client') to provide services in relation to

Apartments (the 'Project')

1 Arcadia Avenue, Anytown, Anyshire (the 'Site')

B The Beneficiary has a connection with the Project in so far as it has [entered into a lease/an agreement to lease/purchased the Project/part or parts of the Project/provided finance in connection with the Project (*delete and revise as appropriate*)]. The Architect has agreed to enter into a warranty with the Beneficiary in the form set out below.

C For the purposes of the construction of the Project, the Client has entered or intends to enter into a contract with a contractor (the 'Building Contract').

Terms

In consideration of the payment of one pound (£1) by the Beneficiary to the Architect (receipt of which the Architect hereby acknowledges), It is hereby agreed as follows:

- 1** The Architect warrants to the Beneficiary that it has exercised and will continue to exercise reasonable skill and care in the performance of its duties to the Client under the Agreement.
- 2** In the event of any breach of this Warranty:
 - 2.1** The Architect shall be liable for the reasonable costs of repair, renewal and/or reinstatement of any part or parts of the Project to the extent that the Beneficiary reasonably incurs such costs and/or the Beneficiary is or becomes liable either directly or by way of financial contribution for such costs. The Architect shall not be liable for other losses incurred by the Beneficiary.
 - 2.2** Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the Architect's liability for such costs of the repair, renewal and/or reinstatement in question shall be further limited to that proportion thereof as it would

ACA Form of Architect Collateral Warranty (continued)

be just and equitable to require the Architect to pay having regard to the extent of the Architect's responsibility for the same and on the basis that:

- 2.2.1** all other Consultants and advisers, contractors and sub-contractors involved in the Project have provided contractual undertakings on terms no less onerous than those set out in clause 1 to the Beneficiary in respect of their obligations in connection with the Project;
- 2.2.2** there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Beneficiary and any other party referred to in this clause 2 and any other party who is responsible to any extent for such costs is contractually liable to the Beneficiary for the same; and
- 2.2.3** all the parties referred to in this clause 2 have paid to the Beneficiary such proportion of such costs which it would be just and equitable for them to pay having regard to the extent of their responsibility for the same.
- 2.3** The Architect shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation or exclusion in the Agreement and to raise the equivalent rights in defence of liability as it would have against the Client under the Agreement.
- 3** The Architect has exercised and will continue to exercise reasonable skill and care to see that, unless authorised by the Client, materials specified by it for use in the Project are in accordance with the guidelines contained in the edition of the publication Good Practice in Selection of Construction Materials (Ove Arup & Partners) current at the date of its specification.
- 4** The copyright in all drawings, reports, models, specifications, and other similar documents provided by the Architect in connection with the Project (the 'Documents') shall remain vested in the Architect. Subject to the Architect having received payment of any Fees properly due and owing as at the date of the licence, the Beneficiary and its appointee shall have a licence to copy and use the Documents and to reproduce the designs and content of them for any purpose related to the Project including, without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, refurbishment and repair of the Project. Such licence shall enable the Beneficiary and its appointee to copy and use the Documents for the extension of the Project but such use shall not include a licence to reproduce the designs contained in them for any extension of the Project. The Architect shall not be liable for any such use by the Beneficiary or its appointee of any of the Documents for any purpose other than for which the same were prepared by or on behalf of the Architect.
- 5** The Architect shall maintain professional indemnity insurance in an amount each year of not less than £..... in respect of each and every occurrence or series of occurrences arising out of one event [but limited to £..... in the aggregate for claims arising out of or in connection with pollution or contamination and/or asbestos and/or date recognition] for a period of years from the date of practical completion of the Project under the Building Contract and provided that such insurance is available on commercially reasonable rates and terms. The Architect shall inform the Beneficiary if such insurance ceases to be available on commercially reasonable rates and terms in order that the Architect and the Beneficiary can discuss the means of best protecting their respective positions. The Architect shall, on reasonable request by the Beneficiary, provide documentary evidence that such insurance is being maintained.
- 6** The Beneficiary may assign by way of absolute legal assignment only the benefit of this Warranty to a Third Party on a maximum of two occasions. Any such assignment shall only be effective if written notice thereof is given to the Architect. No further or other assignment of this Warranty shall be permitted.
- 7** No action or proceedings for any breach of this Warranty shall be commenced against the Architect after the expiry of years from the date of practical completion of the Project under the Building Contract or, in the event that practical completion is not achieved, the date that the Architect finishes its services under the Agreement.
- 8** Nothing in this Agreement confers or purports to confer on any Third Party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9** This Agreement is subject to the law of England and Wales and the parties hereto submit to the jurisdiction of the courts of England and Wales.

ACA Form of Architect Collateral Warranty (Execution)

Simple Contract
execution of Warranty
as a simple contract

As witness the hands of the parties

Architect Archie Tect

on behalf of Tect Associates Ltd

.....

Beneficiary N Vestor

on behalf of Vestor Securities

Ltd

.....

Witness signatures if required by the parties:

Name:

M Ployee

Address:

123 City Road

Anytown

Anyshire

Name:

N Acquaintance

Address:

456 Country Lane

Hamlet, nr Anytown

Anyshire

Deed
execution of Warranty
as a deed

Executed as a deed by the Architect as follows:

and executed as a deed by the Beneficiary as follows:

Notes on the use of ACA SFA/O8 (to be removed)

Note These notes have been included to provide guidance to architects in completing an appointment using this form of Agreement and are not intended to form any part of the Agreement and so should be removed. They are not intended to be relied upon exclusively by architects or clients who should obtain Project specific advice on the use of the ACA SFA/O8 from legal advisers and/or from insurance providers as appropriate.

General The ACA Standard Form Agreement for Architects (ACA SFA/O8) is a set of documents which when taken together should enable the Client and the Architect to agree and define the terms and conditions of a contract between them for the provision of architectural services.

The completed Memorandum and Schedules will incorporate the ACA SFA/O8 Conditions, along with any Attachments in the form of associated documents that are relevant to in the Agreement (eg, a Brief, outline drawings, etc) and together, all of these documents will form a simple contract or a deed depending upon which execution provisions are used (see alternative execution provisions in the Memorandum of Agreement (Execution)).

Architects should provide the Client with a copy of the ACA SFA/O8 in advance of signing the Memorandum. If the Client is a consumer (either an individual Client or a business Client who does not ordinarily contract as part of his/her business for architect services), the Architect should take particular time to explain, discuss, negotiate and reach agreement on each part of the Agreement.

This requirement is all the more important in relation to those provisions in the Agreement which seek to limit the Architect's responsibility (eg, clauses 5.16, 7.1, 7.2, 7.3), or where the Client is expected to place responsibilities on to others than the Architect (eg, clauses 3.8, 7.4) and also in regard to the optional adjudication dispute procedure (clause 9.2). The Architect should encourage the consumer Client to take independent advice in regard to any part of the Agreement where the Architect's responsibility is limited or restricted.

In the event of a legal determination of a dispute, any part of the Agreement that has not been explained and ultimately agreed with the Client might be treated as having not been individually negotiated and/or as being unreasonable and as such, that part of the Agreement may not be enforceable.

Memorandum of Agreement To complete the Memorandum, the Memorandum Particulars need to be completed.

- The full names and addresses of the parties should be written in.
- There is no requirement to include details of the Project or the Site in the Memorandum as these details are to be set out in Schedule 1.
- The Memorandum Particulars for Articles 5, 6, 7, 8, 9, 10 (A or B) and 11 must be completed.
- In regard to Articles 7 and 8, the period of liability and the limit on liability must be individually negotiated and agreed with the Client. The limit on liability should not be higher than the Architect's professional indemnity insurance cover.
- In Article 9 there is a right for the parties to refer disputes to adjudication and the Memorandum Particulars can be completed so as to identify the name of any preferred adjudicator nominating body, but as a default the nomination of an adjudicator is to be by the Construction Industry Council.
- In addition to the right of adjudication, the parties can select either arbitration or legal proceedings (court) as a method of dispute resolution. The Memorandum Particulars should be completed to select either Article 10A (arbitration) or 10B (legal proceedings), but in default if no selection is made, then legal proceedings will apply.

Attachments Where it is necessary to include any Attachments with the Agreement, such as a Brief, outline drawings, illustrations, etc, then good copies should be prepared and attached to the Agreement before it is executed. Such Attachments should be identified in Schedule 1 and also should be initialled by both the parties to confirm that they form part of the Agreement. Any covering letter to the Client which includes terms of importance to the Architect should be included as an Attachment.

Amendments to ACA SFA/O8 If it is necessary to vary or modify any part of the Agreement, then any amendments should be agreed and they can be written in to the Agreement in which case each amended page must be initialled by both parties to confirm acceptance. Alternatively, the amendments can be set out on a separate page and a copy attached to the Agreement. If this latter option is selected then in order to ensure that the amendments are incorporated into the Agreement, a new Article 13 should be written into the Memorandum as follows: 'Article 13 – The Memorandum, the Conditions and the Schedules shall have effect subject to the amendments, a copy of which is attached.'

Execution of the Memorandum Once the Memorandum Particulars and the Schedules have been completed then both parties should execute the Memorandum by completing the appropriate execution provisions and by initialling any Attachments and any amendments to the Agreement. Following the final signatures and initials, the date of the Agreement can be written into the Memorandum Particulars.

The Memorandum has been prepared so that it can be executed as a simple contract or as a deed. The different methods of execution vary the implied liability period between 6 years (simple contract) and 12 years (deed), however any implied liability period will be subject to the liability period provided for at Article 7.

Notes (continued)

If the Agreement is to be executed as a simple contract then the signatures of authorised persons from the Client and the Architect should be applied.

If the Agreement is to be executed as a deed then:

- (i) in the case of a sole practitioner or a partnership then the sole practitioner or each partner must sign in the presence of a witness who must then sign themselves (subject to there being a partnership agreement to the contrary);
- (ii) in the case of a company, the standard approach is to use the signature of one director (to be applied in the presence of a witness who must then sign themselves) but verification should be obtained as to whether any specific requirements apply to the company in question.

The Schedules

The Schedules must be completed as accurately as possible and with as much information as is available to the parties.

Schedule 1: Project, Site and Attachments

Schedule 1 is intended to provide for a description of the Project and the Site and should be completed with as much information as possible in order to provide a clear understanding of the Client's requirements and the basis upon which the Architect is to provide his/her Services. Any change to the Client's requirements may result in a change to the Architect's entitlement to Fees as provided for in the Conditions.

Information that might be included here includes the following (included as Attachments if space is not permitting):

- Address of the Site, the nature of the Project in terms of whether it is a new build, refurbishment or other, what statutory requirements apply including planning consents.
- Any particular issues or information relating to the Site including boundaries, rights of access, easements, ownership.
- Brief: include the Client's detailed Brief. If a detailed Brief is not available then this should be noted and the Architect should confirm the Brief to the Client in writing when it is received.
- Construction Cost budget: include details of the amount that the Client has budgeted for the Project or for any particular part, such as construction costs, fit out etc. If no budget is available this should be noted.
- Timetable: include details of the timetable that the Client wishes to achieve for completion of the Project. If no timetable is available this should be noted.
- CDM Regulations information including that relating to the Site, the health and safety file where an existing premises applies.
- Other information such as the Client's requirements in regard to operation of the Site or the Project, welfare and health and safety arrangements and requirements, environmental and site condition reports, insurer requirements.
- Collateral warranties or Third Party rights.
- Variations or modifications to the Agreement.

Schedule 2 Services

The details of the Services to be provided are to be set out in Schedule 2. The Services are split between 'Normal Services' and 'Other Services' and the Schedule should be completed to meet the particular requirements of the Client and the Project. Any limitations in the Services should be clearly identified, such as where the Architect is engaged only to apply for planning permission.

Where Other Services apply or where it is anticipated that they will be required, these should be identified including details of who will perform them. Schedule 2 also provides for Additional Other Services to be identified.

Schedule 3: Fees

In the section headed 'Other Fees (for Services not included in the Normal Fee)', give details for how payments are to be calculated for performing non Normal Services if 'another agreed method' has been chosen (clause 5.1.4). If no other method is shown, the Fees will be charged on a time basis. Also, set out whether the charge for any 'Other Services' identified in Schedule 2 will be included in the Normal Fee or charged separately. The Architect should indicate hourly rates or other basis for staff generally or alternatively for each category of staff or for individuals where appropriate.

Schedule 3: Expenses and Disbursements

Select the method for obtaining reimbursement of selected expenses, viz, at net cost plus any handling charge or by a percentage addition to the gross Fee. Identify the selected expenses; typically these include obtaining or making copies of drawings and other documents, purchase of maps and printed contract documentation, photography, travel and subsistence, etc.

Schedule 3: Instalments

If Fees are to be paid by instalments, decide how they will be calculated and set this out clearly in Schedule 3: Instalments (see also clause 5.11). If an anticipated monthly interim payment schedule is agreed, show this under Anticipated Payments.

Schedule 4: Consultants

Enter the names and addresses of the other Consultants or specialists or if not known enter 'to be agreed' or if not required enter 'not applicable'. Include details of areas of design or other elements of the Project for which others are responsible.

Schedule 5: Collateral Warranties, Third Party Rights

Collateral Warranties and Third Party Rights can be optionally provided for if the Client and Architect agree. Alternatively these pages can be removed along with these Notes. If these are included, the Architect should consider showing additional Fees in Schedule 3. A suggested form of collateral warranty and Third Party rights is provided (the Architect does not have to provide both). Alternative forms of Consultant collateral warranty are published by the Construction Industry Council.

Model Letters to a Commercial Client

Normal

[From the Architect (showing full name and address)]

[To the Client (showing full name and address)]

[date]

Dear *[Client]*

[The Project] at *[The Site]*

Thank you for inviting us to act as Architect for this Project. I enclose two completed copies of The ACA Standard Form of Agreement for the Appointment of an Architect (ACA SFA/O8) and I would be pleased if you would sign both copies and return them to me. We will then date and countersign them and return one to you.

As the CDM Regulations will apply to this project, you have agreed *[to appoint us as CDM Co-ordinator under a separate appointment] [to advise us of the name of the CDM Co-ordinator you have appointed]. [We do not believe it will be necessary to seek advice from any other Consultants or specialists for the Project.] [We confirm that you have agreed to appoint other Consultants or specialists for the Project as shown in Schedule 4.]* Should it be necessary to seek advice from any other Consultants or specialists we shall advise you.

We have *[shown/attached]* the Brief, Construction Cost budget and Timetable *[or where these are not yet available have so indicated]*. Please note that we do not warrant that the project will be completed in accordance with the budget or Timetable.

We confirm that we will maintain professional indemnity insurance cover for the amount and time as shown in Articles 7 and 8. The amount in Article 8 is related to *[the amount of your budget] [our reasonable approximation of the Construction Cost based on the information you have provided us]*. Our liability will be limited to this amount and will expire at the end of the period shown in Article 7.

The Architects Registration Board require us to inform you that architects are subject to the disciplinary sanction of the Board in relation to complaints of unacceptable professional conduct or serious professional incompetence.

[Schedule 5: Collateral Warranties and Third Party Rights, has been completed to show the details of Third Party agreements which we have agreed to provide.]

Yours *[faithfully/sincerely]*

[name]

for and on behalf of *[the Architect]*

Contingent

[From the Architect (showing full name and address)]

[To the Client (showing full name and address)]

[date]

Dear *[Client]*

[The Project] at *[The Site]*

Thank you for inviting us to act as Architect for this Project. I enclose two completed copies of The ACA Standard Form of Agreement for the Appointment of an Architect (ACA SFA/O8) and I would be pleased if you would sign both copies and return them to me. We will then date and countersign them and return one to you.

You have asked us to perform architectural services with the aim of achieving *[note precisely the desired outcome, eg, 'the planning committee resolving to grant a planning consent subject to conditions']* and when this has occurred you will *[note precisely the obligation of the Client, eg, payment of an agreed Fee within an agreed time]*. You will not determine the Agreement under Clause 8.6 or for any other reason and you will agree to continue to employ us as Architect on the above terms for all the Services in Schedule 2 as long as you or any associated entity are involved with the Project. If you were to dispose of the Site and/or Project before the completion the Services, you will *[pay us (amount)] [undertake to ensure that the purchaser continues to employ us on the above terms]*.

You have agreed to pay us a mobilisation Fee of *[(amount)]* and we will commence the Services when this has been received.

[Last five paragraphs as per letter above.]

Yours *[faithfully/sincerely]*

[name]

for and on behalf of *[the Architect]*

Model Letter to a Consumer Client

[From the Architect (showing full name and address)]

[To the Client (showing full name and address)]

[date]

Dear *[Client]*

[The Project] at *[The Site]*

Thank you for considering us to act as Architect for this project. In our meeting on *[date]* I handed you two completed copies of The ACA Standard Form of Agreement for the Appointment of an Architect (ACA SFA/O8) and discussed in detail the terms with you. In particular I explained the basis of our charges, payment notices, no set-off, dispute resolution and costs, our liability, etc and I understood that you accept these terms.

We have completed Schedule 2 indicating which Services we will perform on the Project. Should it be necessary to vary these Services, we will advise you so that we can discuss how this can be achieved. Services performed additional to those shown in Schedule 2 will be charged on a time basis in accordance with Clause 5.4 unless otherwise agreed in writing.

Our Fees will be *[a percentage of the Construction Cost calculated in accordance with Clause 5.2]* *[a lump sum(s) calculated in accordance with Clause 5.3]* *[time charges calculated in accordance with Clause 5.4]* *[another agreed method]*. Fees, expenses and disbursements will be charged as shown in Schedule 3. The Fee includes for *[number]* site visits. Any additional site visits will be charged on a time basis. We will submit accounts *[monthly]* in accordance with Schedule 3, Instalments.

We have *[shown/attached]* the Brief, Construction Cost budget and Timetable *[or where these are not yet available have so indicated]*. Please note that we do not warrant that the project will be completed in accordance with the budget or Timetable.

[We do not believe it will be necessary to seek advice from any other Consultants or specialists for the Project.] *[We confirm that you have agreed to appoint other Consultants or specialists for the Project as shown in Schedule 4.]* Should it be necessary to seek advice from any other Consultants or specialists we shall advise you.

As the CDM Regulations will apply to this project, you have agreed *[to appoint us as CDM Co-ordinator]* *[to advise us of the name of the CDM Co-ordinator you have appointed]*.

We confirm that we will maintain professional indemnity insurance cover for the amount and time as shown in Articles 7 and 8. The amount in Article 8 is related to *[the amount of your budget]* *[our reasonable approximation of the Construction Cost based on the information you have provided us]*. Our liability will be limited to this amount and will expire at the end of the period shown in Article 7.

The Architects Registration Board require us to inform you that architects are subject to the disciplinary sanction of the Board in relation to complaints of unacceptable professional conduct or serious professional incompetence.

If you are in agreement with all of this, could you please sign both copies of the Agreement and return them to me. We will then date and countersign them and return one to you.

Yours *[faithfully/sincerely]*

[name]

for and on behalf of *[the Architect]*

ACA

The Association of Consultant Architects represents architect principals in private practice within the United Kingdom. A full description of membership criteria and objectives of the Association can be found at the ACA website www.ACArchitects.co.uk or by contacting the office as printed on the inside front cover of this document.

Copies

Where an Agreement based on ACA SFA/08 has been concluded, the original signed and completed set of documents may be photocopied insofar as it is reasonably necessary for internal distribution and retention. Save as provided, no further copies may be made. In particular, it is an infringement of copyright to photocopy for any other purpose, scan, OCR or enter the text of the documents on a computer without the prior written permission of the publisher. Under the Copyright, Designs and Patents Act 1988 such infringement is actionable.

Other Publications

The ACA also publishes the following which are all available from the ACA office and selected bookshops or by order from the ACA website:

ACA Form of Building Agreement 1982, 3rd Edition 1998 (2003 Revision)

ACA Form of Sub-Contract 1982, 3rd Edition 1998 (2003 Revision)

Guide to the ACA Form of Building Agreement

ACA98 Appointment of a Consultant Architect for Small Works

PPC2000 ACA Standard Form of Contract for Project Partnering

SPC2000 ACA Standard Form of Specialist Contract for Project Partnering

PPC International

SPC International

TPC2005 ACA Standard Form of Contract for Term Partnering

Guide to ACA Project Partnering Contracts PPC2000 and SPC2000

Introduction to Pricing under PPC2000 and PPC International

ACCA SFA/08

Project Apartment.....File.....
Client Veloper Homes Ltd.....
Date 1 September 2008.....