

Model Letter 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/We enclose the completed ACA Standard Form of Agreement for the Appointment of an Architect (ACA SFA24) and I would be pleased if you would sign where indicated and return this to me. I/We will then date and countersign them and return a copy to you.

As the Building Safety Act (BSA) and CDM Regulations (CDM) will apply to this project, **[you have agreed to appoint us as Principal Designer BSA and CDM under a separate appointment] [you are required to advise us of the name(s) of the Principal Designer BSA and CDM 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]**

Model Letter to a Commercial Client (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 the completed ACA Standard Form of Agreement for the Appointment of an Architect (ACA SFA24) and I would be pleased if you would sign where indicated and return this to me. I/We will then date and countersign them and return a copy 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]**. We will deliver **[note precisely what documents, etc will be delivered]**.

You will pay us in any event for the expenses shown in Schedule 3. Meetings will be charged for as time based fees in Schedule 3. You will not hold us liable under Conditions Clause 2.1 or for any other reason for any work carried out before payment of the agreed fee has been received by us.

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)]** and/or **[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.

As the Building Safety Act (BSA) and CDM Regulations (CDM) will apply to this project, **[you have agreed to appoint us as Principal Designer BSA and CDM under a separate appointment] [you are required to advise us of the name(s) of the Principal Designer BSA and CDM 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]**

[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) and discussed in detail the terms with you. In particular I explained the basis of our charges, payment, payment notices, 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 Building Safety Act (BSA) and CDM Regulations (CDM) will apply to this project, **[you have agreed to appoint us as Principal Designer BSA and CDM under a separate appointment] [you are required to advise us of the name(s) of the Principal Designer BSA and CDM you have appointed] or [As you will be commissioning work to a dwelling for your own occupation with a Principal Contractor, thereby transferring your responsibilities under the CDM (Health and Safety) Regulations]. [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 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. We comply with the Consumer Service Regulations by displaying the required details of our professional indemnity insurance in **[our office] or [each of our offices]**.

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.

I/We enclose the completed ACA Standard Form of Agreement for the Appointment of an Architect (ACA SFA24) and if you are in agreement, would be pleased if you would sign where indicated and return them to me. I/We will then date and countersign them and return a copy to you.

Yours **[faithfully/sincerely] [name]**
for and on behalf of **[the Architect]**

Model Letter from Clients for the Appointment of the Architect as Principal Designer BSA AND CDM

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

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

[date]

Dear **[Architect]**

[The Project] at **[The Site]**

I, **[Client]** appoint you **[Architect]** to act as the Principal Designer as required by the **[Construction Design Management Regulations]*** and / or* **[The Building Safety Act and the Building Regulations]*** (*delete as appropriate) in addition to the services as defined in the ACA SFA24 Agreement between us dated

_____.

Yours **[faithfully/sincerely]** **[name]**

for and on behalf of **[the Client]**