



ARCHITECTS APPOINTMENT: SCHEDULE OF SERVICES BASED ON RIBA WORK STAGES

0.0 Strategic Definitions

- 0.1 Receive the Client's instructions.
- 0.2 Identify Client's Business Case/Strategic Brief and other core project requirements.
- 0.3 Where applicable, inform the Client of his duties under the CDM Regulations.
- 0.4 Obtain information about the Site from the Client.
- 0.5 Visit the Site and carry out an initial appraisal.
- 0.6 Advise the Client on the need to obtain statutory approvals.
- 0.7 Advise on the need for and consultants, specialists and suppliers.
- 0.8 Establish Project Programme.

1.0 Preparation and Briefing

- 1.1 Develop project objectives, including quality objectives and Project Outcome, Sustainability Aspirations, Project Budget and Initial Project Brief.
- 1.2 Assist the Client in preparing the Client's Requirements.
- 1.3 Carry out studies necessary to determine the feasibility of Client's Requirements.
- 1.4 Review Project Programme.

2.0 Concept Design

- 2.1 Prepare Concept Design, including outline proposal for the structural design, building services systems and outline specifications. Agree Design Programme and alterations to Client's Requirements.
- 2.2 Prepare an approximation of construction cost, or
- 2.3 Provide information to others for cost planning.
- 2.4 Develop Health and Safety strategy
- 2.5 Review Project Programme.



3.0 Spatial Coordination

Planning Application

- 3.1 Develop Concept Design, including outline proposals for structural design, building service systems, outline specifications and preliminary Cost Information along with relevant Project Strategies in accordance with Design Programme. Agree alterations to brief and issue Final Project Brief.
- 3.2 Discuss and arrange preparation of relevant support documents in sufficient detail in order to submit a Planning Application if necessary.
- 3.3 Prepare and submit an application for full planning permission and listed building consent. Note that the question of whether a proposal is acceptable to the planning authority is often a matter of opinion and no guarantee can therefore be given that any such application will receive planning consent.
- 3.4 Review construction cost information, programme, and Health and Safety strategy.

4.0 Technical Design:

(a) Building Regulations

- 4.1 Develop detail design from the approved scheme design.
- 4.2 Coordinate and integrate any work by consultants, specialists and suppliers.
- 4.3 Prepare production information sufficient for building regulation submission.
- 4.4 Prepare and submit applications for approvals under building acts and/or regulations and other statutory requirements.
- 4.5 Where applicable, prepare and give building notice under building acts and/or regulations.
- 4.6 Review construction cost information, programme, and Health and Safety strategy.

(b) Tender

- 4.7 Develop and prepare Technical Design in accordance with Local Authority approvals to include all architectural, structural and building services information, specialist subcontractor design and specifications, in accordance with the Design Programme.
- 4.8A Prepare schedule of works for tendering purposes, or,
- 4.9B Provide information for others to prepare schedules of rates and/or quantities and/or schedules of works for tendering purposes.



- 4.10 Provide information to others for revision of cost estimates.
- 4.11 Review programme and Health and Safety strategy.
- 4.12 Advise on and obtain the Client's approval of a list of tenderers for the building contract.
- 4.13 Invite tenders.
- 4.14 Appraise and report on tenders/negotiations.

5.0 Construction

- 5.1 Advise the Client on the appointment of a Contractor and on the responsibilities of the parties and of the Architect under the building contract.
- 5.2 If required, prepare the building contract and arrange for it to be signed.
- 5.3 Administer the terms of the building contract, including site visits on a periodic basis, normally to enable valuations to be prepared.
- 5.4 Monitor the progress of the Works against the Contractor's programme, review progress with the Contractor and report to the Client. Note that the contractor, not the architect is responsible for ensuring that the works are completed to current building regulation etc standards.
- 5.5A Prepare and certify valuations of work carried out or completed.
Prepare financial reports for the client, or
- 5.5B Certify valuations of work prepared by others.
Present to the Client financial reports prepared by others.

6.0 Handover and Close Out

- 6.1 Handover of building and Conclusion of Building Contract.
- 6.2 Certify where applicable Practical Completion of the works.
- 6.3 Provide drawings showing the building and main lines of drainage and give general advice on maintenance.
- 6.4 Administer the terms of the building contract and make final inspections.
- 6.5A Settle Final Account, or
- 6.5B Provide information required by others for settling Final Account.



ARCHITECTS APPOINTMENT : FEES

Architects fees are as outlined in the letter of appointment. VAT is in addition, as is Local Authority Fees (Planning + Buildings Regulations) and the cost of any other Reports, surveys, consultants or support documentation.

ARCHITECTS APPOINTMENT : ADDITIONAL SERVICES

These services do not form part of the normal Architect's services as outlined in Schedule of Services. Any of the following services which are provided will result in an additional fee cost. An indication of the most common additional services follows; this list is not exhaustive.

1. Preparation of relevant support documents in house or prepared by other consultants in order to submit a Planning Application.
2. Conduct negotiations in connection with the planning application or building regulation application and other statutory requirements and revise documentation.
3. Prepare special drawings, models or technical information for use by the Client.
4. Make measured surveys, take levels and prepare drawings of site and/or buildings.
5. Provide landscape design services.
6. Provide services in connection with Party Wall etc Act matters.
7. Provide services in respect of Health and Safety Planning Coordinator functions.
8. Undertake additional discussions/negotiations/contract administration/site visits with regard to the contractor not completing the contract on time.
9. Arrange for another contractor to complete the works in the event of the contracted contractor not doing so.
10. Provide information in connection with, or make applications for, or negotiate local authority, government or other grants.
11. Submit plans for proposed works for the approval of landlords, fundors, freeholders, tenants or others.
12. Prepare reports and/or schedules of condition of existing buildings.
13. Prepare, submit and/or negotiate claims following damage by fire and other causes.
14. Provide interior design service.



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ARCHITECTS APPOINTMENT: CONDITIONS OF APPOINTMENT

Architect's Services

1. The law applicable to the Agreement shall be the law of England and Wales.
2. The Architect shall, in providing the Services and discharging all the obligations set out hereunder, exercise reasonable skill and care in conformity with the normal standards of the Architect's profession.
3. The Architect shall act on behalf of the Client in the matters set out or necessarily implied in the Appointment.
4. The Client shall advise the Architect of the relative priorities of the Client's requirements, and shall inform the Architect of any changes or variations to the Client's requirements, budget or timetable.
5. The Architect shall co-operate with any other designers and the CDM Planning Co-ordinator if appointed, and as appropriate pass relevant information to them.
6. The Architect shall make no material alteration, addition to or omissions from the Services, or from the approved design, without the knowledge and consent of the Client and shall confirm such consent in writing. In an emergency, the Architect may make such an alteration, addition or omission without the knowledge and consent of the Client, but shall inform the Client without delay and subsequently confirm such action in writing.
7. The Architect shall in providing the Services, make such visits to the Works as the Architect at the date of the Appointment reasonably expected to be necessary. These would normally relate to the consideration of a valuation of the works.
8. The Client shall, free of charge, supply the Architect with accurate information necessary for the property and timely performance of the Services, and the Architect will rely on such information.
9. The Client shall give decisions and approvals necessary for the proper and timely performance of the Services.
10. The Client shall have authority to issue instructions to the Architect, subject to the Architect's right of reasonable objection. Such instructions and all instructions to any consultants or contractors shall be issued through the Architect.
11. Neither the Architect nor the Client shall assign the whole or any part of the benefit or in any way transfer the obligation under the Appointment without the consent in writing of the other.
12. The Architect shall not appoint any sub-consultant to perform any part of the Services without the consent of the Client, which consent shall not be unreasonably withheld. The Architect shall confirm such consent in writing.
13. Subject to the provisions of clause 2, the Architect does not warrant results or outcomes beyond his control, specifically;
 - that the Services will be completed in accordance with any programme or timetable for the Project;
 - that planning permission will be granted
 - the performance, work or products of others;
 - the solvency of any body appointed by the Client whether or not such appointment was made on the advice of the Architect
14. We confirm that we maintain professional indemnity insurance cover of one million pounds in respect of any one occurrence or series of occurrences arising out of one event. This will be the maximum limit of our liability to the client or subsequent owners arising out of this Agreement. Any such liability will expire after 6 years from conclusion of our appointment or (if earlier) practical completion of the construction of the Project. Our liability for loss or damage will be limited to the amount that it is reasonable for us to pay in relation to the contractual responsibilities of other consultants, contractors and specialists appointed by the client.

Statutory Requirements

15. The Client shall instruct the making of all applications for planning permission and approval under building acts, Regulations and other statutory requirements, and Applications for consent by freeholders and all others having an interest in the Project. The Client shall pay any statutory charges and fees, and any expenses and disbursements made in respect of such applications.

CDM Regulations and other appointments

16. Where applicable, the Client shall comply with his obligations under the CDM Regulations, including the appointment of a competent CDM Planning Coordinator if required to do so under the Act, as soon as practicable.
17. The Client shall appoint and pay any consultants and other persons as may be required under separate Agreements.

18. The Client, in respect of any work or services in connection with the Project performed or to be performed by any person other than the Architect, shall:

- hold such person responsible for the competence and Performance of the services and for visits to the site in connection with the work undertaken by him;
- hold the Principal Contactor where applicable, and/or other contractors, responsible for his management and operational methods, for the proper carrying out and completion of the Works, and for health and safety provisions on the Site.

Fees and payments

19. The Architect's fees shall be calculated and charged as set out in the Letter of Appointment.
20. Where a percentage basis is to be used, the Architect's fee shall be calculated as a percentage of the total Construction Cost of the project as estimated, or obtained by competitive tender, or the final construction cost, whichever is higher. Any construction cost estimates made prior to the receipt of tenders for the purpose of calculating fees will be adjusted as above when the actual cost of the works is known, excluding VAT.
21. By total Construction Cost is meant the cost as certified by the Architect of all works including the site works executed under the Architect's direction and control, but is also to include the cost of supplying and fitting any items purchased by the client outside the contract. For calculating percentage fees before the final cost has been ascertained, the following bases are to be used:
- before the contract is let – the cost estimate by the Architect or appointed consultant;
 - on receipt of tenders, the lowest tender sum;
 - after the contract is let – the contract sum.
22. Time based fees shall be ascertained in accordance with the rates set out in the Letter of Appointment.
23. Lump sums specified in the Letter of Appointment, time charge rates and mileage rates shall be reviewed every 12 months from the date on which the Architect commenced performance of the Services and may be reviewed in accordance with the Retail Price Index.

Additional Fees

24. Additional fees shall be payable if the Architect, for reasons beyond his control, is involved in extra work or incurs extra expense, such as where:
- the scope of the Services is varied by the Client;
 - it is necessary to vary any item of work commenced or completed due to the nature of

the project or changed in interpretation, or enactment or of revisions to laws;

- services by others are not provided or are delayed;
- it is necessary to value engineer the works in order to reduce the tender sum to achieve an acceptable contract sum.
- the Architect is to provide additional services relating to the settlement of disputes in connection with the Project.
- The Architect provides any Additional Services.

Expenses and Disbursements

25. The Client shall pay the expenses specified in the Letter of Appointment. Expenses other than those specified shall only be charged with the prior authorization of the Client. The Client shall reimburse the Architect for any disbursements made on the Client's behalf.
26. If the Architect is entitled to reimbursement of time spent on the Services performed on a time basis, and of expenses and disbursements, the Architect shall maintain records and shall make these available to the Client on reasonable request.

Payments by Client

27. Payments under the appointment shall become due to the Architect on issue of the Architect's accounts. The final date for such payments by the Client shall be 30 days from the date of issue of an account. The Architect's accounts shall be issued at intervals of not less than one month, and shall include any additional fees, expenses or disbursements and state the basis of calculations of the amounts due.
28. Installments of the fees shall be calculated on the basis of the Architect's estimate of the percentage of completion of the Work Stage or other Services or such other method specified in the Letter of Appointment.

Payment Notices

29. A written notice from the Client to the Architect:
- 1 may be given within 5 days of the date of issue of an account specifying the amount the Client proposes to pay and the basis of calculation of that amount; and/or
 - 2 shall be given not later than 5 days before the final date for payment of any amount due to the Architect if the Client intends to withhold payment of any part of that amount stating the amount proposed to be withheld and the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it.

If no such notices are given the amount due shall be the amount stated as due in the account. The Client

shall not delay payment of any undisputed part of an account.

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

Payment on suspension or termination

31. If the Client or the Architect suspends or terminates performance of the Services, the Architect shall be entitled to payment of any part of the fee or other amounts due at the date of suspension or termination on issue of the Architect's account in accordance with clause 25.
32. Where the performance of the Services is suspended or terminated by the Client or suspended or terminated by the Architect because of a breach of the Agreement by the Client, the Architect shall be entitled to payment of all expenses and other costs necessary incurred as a result of any suspension or any resumption or termination on issue of the Architect's account in accordance with clause 25.
33. The Client shall pay any Value Added Tax chargeable on the net value of the Architect's fees and expenses.

Copyright

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

Licence

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

Provided that:

1. The Architect shall not be liable if the Material is used for any other purpose other than that for which it was prepared;
2. in the event of any permitted use occurring after the date of the last Service performed under the Agreement and prior to practical completion of the construction of the Project, the Client shall:
 - (a) where the Architect has not completed Detailed Proposals (Work Stage D), obtain the Architect's

consent, which consent shall not be unreasonably withheld; and/or

- (b) pay to the Architect a reasonable licence fee where no licence fee is specified in the Letter of Appointment;
3. in the event of the Client being in default in payment of any fees or other amounts due, the Architect may suspend use of the licence on giving 7 days notice of the intention of doing so. Use of the licence may be resumed on receipt of the outstanding amount.

Rights of Third Parties

36. For the avoidance of doubt nothing in this Agreement confers or purports to confer to any third party any benefit or right to enforce any term of this Agreement

Suspension and termination

37. Either the Client or the Architect may by giving reasonable notice to the other suspend or terminate performance of the whole or part of the Services. If the performance of any or all of the Services suspended is not resumed within 6 months, the Architect may by notice in writing to the Client terminate the Appointment.
38. The Architect may suspend performance of the Services and his obligations under the Agreement on giving at least 7 days notice to the Client of his intentions and the grounds for so doing in the event that the Client:
 - is in default of payment of any fees or other amounts due; or
 - fails to comply with the requirements of the CDM Regulations.
 The Architect shall resume performance of his obligations under receipt of the outstanding amounts

Dispute Resolution

Negotiation or conciliation

39. In the event of any dispute or difference arising out of the Agreement, the Client and the Architect may attempt to settle such differences, or dispute or negotiation or in accordance with the RIBA Conciliation Procedure.

Adjudication

40. Any dispute or difference arising out of this Agreement may be referred to adjudication by the Client or the Architect at any time. The adjudication procedures and the Agreement for the appointment of an Adjudicator shall be set out in the 'Model Adjudication Procedures' published by the Construction Industry Council current at the date of reference. Clause 28 of the 'Model Adjudication Procedures' shall be deleted and replaced as



follows. 'The Adjudicator may in his Discretion direct the payment of legal costs and expenses of one part by others as part of his decision. The Adjudicator may determine the amount of costs to be paid or may delegate the task to an independent costs draftsman'

Naming or nomination of an Adjudicator

41. Where no Adjudicator is named in the Agreement and the parties are unable to agreed on a person to act as Adjudicator, the Adjudicator shall be a person to be nominated at the request of either party by the nominator identified in the Letter of Appointment.

Arbitration

42. When in accordance with the Letter of Appointment either the Client or the Architect require any dispute or difference to be referred to arbitration the requiring party shall give notice to the others to such effect and the dispute or difference shall be referred to the arbitration and final decision of a person to be agreed between the parties, or failing agreement within 14 days of the date of the notice, the appointer shall be the person identified in the Letter of Appointment.
Provided that:
 1. The Client or the Architect may litigate any claim for a pecuniary remedy which does

not exceed £5,000 or such other sum as is provided pursuant to section 91 of the Arbitration Act 1996;

2. The Client or the Architect may litigate the enforcement of any decision of an Adjudicator.

Data Protection Act

43. Under the terms of the Data Protection Act and the General Data Protection Regulations, we are required by law to advise you that we will record personal data (including names, addresses and telephone numbers) on our computers for use in the normal course of the business of architecture and planning, for the purpose of executing your instructions. This data will be kept for as long as we have reasonable business needs and will not be shared with any third party other than in the normal course of the business. Your instructions to proceed with the project confirms your agreement to the above and to the terms set out in this document and the Schedule of Services and Conditions of Appointment available for viewing on the company's website; and to our recording and retaining personal data under the Data Protection Act as outlined above; and to us contacting you by post, email and telephone.