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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Architect>> [a <<Country of Registration>> under
number <<Company Registration Number>> whose registered office is at] **OR** [of]
<<insert Address>> (“the Architect”)]
- (2) <<Name of Client>> [a <<Country of Registration>> under
number <<Company Registration Number>> whose registered office is at] **OR** [of]
<<insert Address>> (“the Client”)]

WHEREAS:

- (1) The Architect provides a <<insert description of Architectural Services>> consultancy services including
<<insert description of Architectural Services>>
- (2) The Client wishes to procure <<insert description of Architectural Services>> services for <<insert description of Project>>
Project>> (“the Project”) subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the meanings set out below:

“Architect’s Works”

created by the Architect in the course of the Architectural Services which relate to the Project, but not limited to, sketches, designs, drawings, renderings, models and

“Brief”

initial statement of requirements which is frequently revised and developed from time to time, a copy of which is attached to the Agreement as Schedule 2;

“Business Day”

any day other than Saturday or Sunday) on which the Architect’s offices are open for their full range of Architectural Services at <<insert location>>;

“CDM Regulations”

the Construction Design and Management Regulations 2015 (as amended or re-enacted);

“Confidential Information”

information which is disclosed by either Party, information which is disclosed by the other Party pursuant to the terms of this Agreement (whether orally or in writing, in any form or medium, and whether or not the information is expressly stated to be confidential or

“Fees”

“Programme”

“Project”

“RIBA Site Signboards”

“Services”

“Site”

“Specified Contractor”

“Specified Purposes”

1.2 Unless the context of

1.2.1 “writing”, and
communicat
similar mean

1.2.2 a statute or
provision as

1.2.3 “this Agree
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or
(other than t

1.2.6 a "Party" or t

1.3 The headings used
no effect upon the i

1.4 Words imparting the

1.5 References to any g

1.6 References to perso

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sums due under this Agreement
Architect, as specified in

for the provision of the Services
relevant dates and times for the
in sub-Clause 2.7 [and attached to
Schedule 5];

design and development project
the Architect is to render his
described in Schedule 1;

or use by architects which have
approved by the Royal Institute of

to be provided by the Architect to
to be agreed between the Parties
Schedule 3;

which construction is to take place
defined in Schedule 1;

or contractor specified in Schedule
ected only through the Architect as
6.4; and

for which the Client shall be
Architect's Works as defined in

reference in this Agreement to:

tion, includes a reference to any
onic or facsimile transmission or

is a reference to that statute or
at the relevant time;

this Agreement and each of the
nted at the relevant time;

ement; and

ce to a Clause of this Agreement
graph of the relevant Schedule.

parties to this Agreement.

or convenience only and shall have
ement.

clude the plural and vice versa.

other gender.

tions.

2. Architect's Obligations

- 2.1 The Architect shall perform its duties with reasonable skill and care, commensurate with the standards of the architecture profession in the United Kingdom.
- 2.2 The Architect shall comply with all reasonable instructions given to it by the Client provided that such instructions are compatible with the scope of the Services, as defined in the Brief.
- 2.3 The Architect shall ensure that it complies with all applicable statutes, regulations, codes of conduct and any other rules relevant to the Services.
- 2.4 The Architect shall take all reasonable care to ensure that the manner in which it provides the Services shall not have any adverse effect upon the Client's name, reputation, or interests.
- 2.5 The Architect shall provide the Client with a summary of all activities related to the Project by means of a monthly report to the Client at <<insert period>> intervals.
- 2.6 The Architect may, on behalf of the Client, in specified matters, act on the Client's behalf. Such matters shall be agreed between the Parties prior to the commencement of this Agreement but shall be agreed in writing prior to time.
- 2.7 The Architect shall, from time to time, prepare a programme of the Services including, but not limited to, the following:
- 2.7.1 Start dates;
 - 2.7.2 Access dates;
 - 2.7.3 Milestone dates;
 - 2.7.4 <<insert additional matters>>
- 2.8 The Architect shall ensure that the Services are completed in accordance with the Client's requirements and in accordance with the Client's acceptance of any changes. The Architect shall endeavour to accommodate any changes which may be requested by the Client to the Client's acceptance of any changes which may be due as a result of such changes.

3. Designs and Plans

- 3.1 The Architect shall ensure that all designs and plans prepared are in accordance with the Client's requirements and practicable, making reasonable use of the Client's resources as detailed in the Brief.
- 3.2 When preparing the designs and plans (or as agreed in writing between the Client and the Architect), consult with the Client with respect to the Client's requirements and use all reasonable endeavours to accommodate any changes required.
- 3.3 Following approval of the designs and plans by the Client, the Architect shall not make any changes to the designs and plans without the Client's knowledge and written approval.

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- 3.4 Notwithstanding the alterations to the design, the Architect shall ensure that the design complies with all applicable statutes, regulations, codes of conduct or other rules without the prior knowledge of the Client. Alterations made under this provision shall be to the extent that is absolutely necessary for compliance. In the event that alterations are required, the Architect shall inform the Client as early as possible after the event.

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4. Client's Obligations

- 4.1 The Client shall be responsible for ensuring that it complies with all applicable statutes, regulations, codes of conduct and any other rules relevant to the Services.
- 4.2 The Client shall undertake all necessary endeavours to provide all pertinent information to the Architect for the provision of the Services. Such information shall not necessarily be limited to, but may include, but not be limited to, that pertaining to the project, including but not limited to, instruction costs, budget and the Project timetable.
- 4.3 The Client may, from time to time, give the Architect reasonable instructions in relation to the provision of the Services. Any such instructions should be within the scope of the Services as defined in Schedule 3.
- 4.4 The Client shall, with the Architect, inform the relevant authorities of the Client's acceptance or non-acceptance of the Services, including reasons for non-acceptance including proposed changes.
- 4.5 The Client shall use all reasonable endeavours to promptly supply any and all information reasonably required by the Architect to enable the Architect to provide the Services in accordance with the Agreement, as appropriate. This shall include, but not be limited to, supplying information relating to regulations.
- 4.6 The Client shall provide all necessary approvals required by the Architect for the provision of the Services. Any delay in the Services resulting from the Client's failure to provide such approvals shall not be the responsibility of the Architect.

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5. Statutory and Other Consents

- 5.1 It shall be the responsibility of the Client to make all applications for all consents required for the provision of the Services, but not limited to, those required under planning legislation and other statutory regulations and other statutory provisions.
- 5.2 The Client shall be responsible for all matters pertaining to the ownership of the land.
- 5.3 Any and all statutory fees and other expenses and disbursements incurred in connection with the provisions of this Clause 5 shall be borne exclusively by the Client.
- 5.4 The Client shall be responsible for the outcomes of any and all applications made under this Clause. The Architect shall not be responsible for the outcomes of any and all applications made under this Clause.

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for any such outcome

6. Appointment of Third Party Contractors

6.1 Where necessary and/or where the Client requires other third party contractors to provide services necessary for the Project, the Client shall be required to appoint such contractors, except in the case of such contractors as are likely at any time to be engaged in connection with the Services provided by the Architect.

6.2 The Client shall be responsible for appointing suitable and experienced third party contractors to undertake construction works. [The Architect may, in his or her discretion, recommend preferred contractors. In this regard, however all such recommendations shall be subject to the approval of the Client.]

6.3 The Client shall ensure that any and all contractors appointed by the Client to undertake construction works are properly qualified and experienced and that they shall be responsible for ensuring the proper completion of the relevant construction works. The Architect shall not be responsible for the proper completion of the relevant construction works.

6.4 Certain Specified Construction Works shall be constructed only through the Architect. The Client shall not appoint third party contractors directly without the express written consent of the Architect. The Architect shall not be responsible for any construction works constructed by third party contractors.

6.5 In the event that the Client appoints third party contractors to provide any work or services in connection with the Project, the Client shall be required to hold all such third parties responsible for the proper completion of the relevant work or services. The Client shall be required to cooperate fully with the Architect and to provide the Architect with all such information reasonably required by the Architect to provide the Services and to ensure that the Client complies with this Agreement.

6.6 In certain cases, the Client may appoint third party contractors to provide certain work or services, where such work or services are necessary and appropriate for the Project, and where the Architect may make any reasonably necessary and appropriate revisions to that work.

6.7 The Architect may, in his or her discretion, require the services of certain third party contractors to provide certain parts of the Project which are not included in the list. In such cases, the Architect shall inform the Client of such requirements and it shall be the Client's responsibility to appoint such contractors. The Architect shall not be a party to any such appointment.

6.8 The Client shall keep the Architect informed of any and all third party contractors appointed by the Client to provide construction works for the Project and shall provide the Architect with all such information reasonably required by the Architect to provide the Services and to ensure that the Client complies with this Agreement.

6.9 In the event that the Client appoints third party contractors to provide any work or services in connection with the Project, the Client shall be deemed to have

Contractors

The Client shall be free to appoint such third party contractors as required to perform other construction works. The Architect's consent shall not be required for such appointments, provided that such third parties do not in any other manner interfere with the Services provided by the Architect.

The Client shall be responsible for appointing suitable and experienced third party contractors to undertake construction works. [The Architect may, in his or her discretion, recommend preferred contractors. In this regard, however all such recommendations shall be subject to the approval of the Client.]

The Client shall ensure that any and all contractors appointed by the Client to undertake construction works are properly qualified and experienced and that they shall be responsible for ensuring the proper completion of the relevant construction works. The Architect shall not be responsible for the proper completion of the relevant construction works.

Certain Specified Construction Works shall be constructed only through the Architect. The Client shall not appoint third party contractors directly without the express written consent of the Architect. The Architect shall not be responsible for any construction works constructed by third party contractors.

In the event that the Client appoints third party contractors to provide any work or services in connection with the Project, the Client shall be required to hold all such third parties responsible for the proper completion of the relevant work or services. The Client shall be required to cooperate fully with the Architect and to provide the Architect with all such information reasonably required by the Architect to provide the Services and to ensure that the Client complies with this Agreement.

In certain cases, the Client may appoint third party contractors to provide certain work or services, where such work or services are necessary and appropriate for the Project, and where the Architect may make any reasonably necessary and appropriate revisions to that work.

The Architect may, in his or her discretion, require the services of certain third party contractors to provide certain parts of the Project which are not included in the list. In such cases, the Architect shall inform the Client of such requirements and it shall be the Client's responsibility to appoint such contractors. The Architect shall not be a party to any such appointment.

The Client shall keep the Architect informed of any and all third party contractors appointed by the Client to provide construction works for the Project and shall provide the Architect with all such information reasonably required by the Architect to provide the Services and to ensure that the Client complies with this Agreement.

In the event that the Client appoints third party contractors to provide any work or services in connection with the Project, the Client shall be deemed to have

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8.8.2 at the reason-
agent to inspect
that they relate
and

her Party, allow that Party or its
books of account and, to the extent
those sums, to take copies of them;

8.8.3 within <<ins
obtain at its
certificate as
this Agreement

nd of each year (where relevant),
ply to the other Party an auditors'
sums paid by that Party pursuant to

9. Intellectual Property Rights

9.1 The Architect shall
throughout the work
course of performing
remain with the Arch
and/or licence the s

lectual property rights (at all times
all Architect's Works created in the
to all such Architect's Works shall
to the Architect's right to assign

9.2 The Architect shall
Copyright, Designs

arising out of Chapter IV of the

9.3 The Client shall b
Works. The licence
Works and to allo
appointed to the Pr
copying directly rela

usive licence over all Architect's
use and copy all such Architect's
party consultants and contractors
y to the extent that such use and
e following Specified Purposes:

9.3.1 <<insert Spe

9.3.2 <<insert Spe

9.3.3 <<insert Spe

9.3.4 <<add further

ed>>.

9.4 In the event that the
purposes outside of
express written con
be unreasonably wi

y of the Architect's Works for any
ct or the Specified Purposes, the
st be sought[, such consent not to

9.5 Where any payme
exceeding <<insert
written notice to the
9 until all such paym

reement are overdue by a period
shall have the right, exercisable by
licences granted under this Clause
Architect in full.

9.6 All Architect's Work
including, but not
Architect's Works in
Client. In such case
work which does not
enter into good fa
mutually acceptable
property rights.

Architect for any other purposes
nd marketing except where such
al property rights belonging to the
her create a version of the affected
intellectual property rights or shall
e Client in order to agree upon
nd/or licence of such intellectual

10. Indemnity, Liability and P

10.1 After the expiry of
arising out of or in

e limit, no actions or proceedings
reement (whether in contract, tort,

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- negligence, arising otherwise) shall be commenced.
- 10.2 The Architect's liability in respect of any individual occurrence or a series of any one event shall be limited either to the sum of the net contribution calculated in accordance with sub-Clause 10.3 or is the smaller sum.
- 10.3 The net contribution for the Architect to pay taking into account the Architect's loss or damage in question and comparing that result with all other third parties providing services for the Project or damage. The net contribution shall be assessed on the following basis:
- 10.3.1 that such undertakings under the Agreement shall be assessed on the basis of damage;
- 10.3.2 that there are no joint or co-insurance arrangements between the Client and any such third party;
- 10.3.3 that such third parties shall be assessed on the basis of sums as it would be for them to pay having regard to the loss or damage in question.
- 10.4 [The Architect shall be liable to have paid to the Client such compensation and damages out of an infringement by the Architect of the rights of the Client in the things provided by the Client, if such infringement results from the Architect's negligence.]
- 10.5 Nothing in this Agreement shall limit the liability of either Party in respect of death or personal injury resulting from negligence.

11. Insurance

- 11.1 The Architect shall maintain professional indemnity insurance for not less than the sum of the net contribution for any one occurrence or series of occurrences arising out of the Services.
- 11.2 The Architect shall maintain the insurance for a period of at least <<insert period>>, which shall be the period of the provision of the Services and/or the duration of the Services, as appropriate.
- 11.3 The Architect shall, on request, provide documentary evidence that the professional indemnity insurance required has been obtained and maintained in accordance with the requirements of sub-Clause 11.1.
- 11.4 The Architect shall not be liable for any loss or damage in respect of the Services unless that loss or damage is covered by the Architect's professional indemnity insurance, as required by sub-Clause 11.1.
- 11.5 The Architect shall not be liable in contract, tort, negligence, or otherwise for any loss, injury or damage sustained as a result of the Services, other than the Architect. The Architect shall be liable to indemnify the Client in respect of any claim for any such loss, injury or damage.

- 11.6 The Architect shall **keep the Confidential Information** of the Client if any insurance under this Clause 11:
- 11.6.1 is or at any time has been or may be involved in relation to any part of the Project; or
 - 11.6.2 ceases to be involved in the Project or the Architect discusses the most appropriate means of protecting the Confidential Information of the Client.
12. **Third Party Rights**
- Nothing in this Agreement shall be construed to confer upon any third party other than lawful assignees any benefit or enforce any term of this Agreement.
13. **Confidentiality**
- 13.1 Except as provided in this Clause or as authorised in writing by the Client, each Party shall, at all times during the continuance of the Agreement and for a period of **<<insert period>> years** after its termination:
- 13.1.1 keep confidential the Confidential Information;
 - 13.1.2 not disclose the Confidential Information to any other party;
 - 13.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of the Agreement;
 - 13.1.4 not make any Confidential Information available in any way or part with possession of the Confidential Information;
 - 13.1.5 ensure that the Confidential Information of the other Party, its officers, employees, agents, sub-contractors or consultants, is not disclosed, which, if done by that Party, would be a breach of the Confidentiality provisions of Clauses 13.1.1 to 13.1.4 above.
- 13.2 Either Party may:
- 13.2.1 disclose any Confidential Information to:
 - 13.2.1.1 any officer, director, employee or agent of that Party;
 - 13.2.1.2 any authority or regulatory body; or
 - 13.2.1.3 any other person who is an officer, director, employee or agent of that Party or of any of the bodies or bodies;
 - 13.2.2 disclose any Confidential Information for the purposes contemplated by the Agreement (including the provision of the Services), or
 - 13.2.3 disclose any Confidential Information in each case that Party shall first inform the other Party in writing in question that the Confidential Information is to be disclosed, except where the disclosure is to any officer, director, employee or agent of any Party or of any employee or officer of any Party or to the other Party a written undertaking from the other Party in question. Such undertaking should be a written undertaking in the terms of this Clause 14, to keep the Confidential Information confidential and to use it only for the purposes for which it was made; and

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continue in force in accordance with
of the Agreement for any reason.

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liable for any failure or delay in
re or delay results from any cause
t Party. Such causes include, but
service provider failure, industrial
quakes, acts of terrorism, acts of
t that is beyond the control of the

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Agreement cannot perform their
najeure for a continuous period of
at its discretion terminate the
that period. In the event of such
fair and reasonable payment for all
mination [in accordance with the
ment shall take into account any
in reliance on the performance of

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by giving not less than <<insert
s provision of all or part of the
which part(s) of the Services the
therefor, and the duration of such

le by giving not less than <<insert
he Services if:

ns under the CDM Regulations [or
any statutes, regulations, byelaws,
any other rules relevant to the

by the Client under any of the
not paid within <<insert period>>
payment (this provision shall be
terminate this Agreement arising under

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is to/has last/lasted for a period
may request that the Client issues
the suspended part(s) (or all, as
notice is received within a period of

<<insert period>>
terminate the suspe

rchitect shall have the right to
(appropriate) of the Services.

16. Term and Termination

16.1 This Agreement shall
<<insert commence
<<insert term>> from

the agreed commencement date of
continue for an agreed term of
the provisions of this Clause 16.

16.2 Either Party shall h
notice period>> writ
term specified in
Agreement has bee

by giving not less than <<insert
any time prior to the expiry of the
any further period for which this
is Agreement for a further period.

16.3 Either Party may te
<<insert notice pe
<<insert minimum t

by giving to the other not less than
to expire on or at any time after

16.4 The Architect shall
accordance with th
less than <<insert n

ate all or part of this Agreement in
use 16.3 by giving the Client not
notice.

16.5 Either Party may
notice to the other P

this Agreement by giving written

16.5.1 any sum ov
provisions of
Business Da

the other Party under any of the
not paid within <<insert period>>
payment;

16.5.2 the other Pa
this Agreem
it within <<
notice givin
remedied;

breach of any of the provisions of
capable of remedy, fails to remedy
s Days after being given written
the breach and requiring it to be

16.5.3 an encumbr
company, a
that other Pa

, or where the other Party is a
f any of the property or assets of

16.5.4 the other Pa
being a com
the meaning

arrangement with its creditors or,
to an administration order (within
86);

16.5.5 the other Pa
made agains
the purposes
a manner th
bound by or
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or firm, has a bankruptcy order
, goes into liquidation (except for
tion or re-construction and in such
therefrom effectively agrees to be
imposed on that other Party under

16.5.6 anything an
relevant juris

foregoing under the law of any
to the other Party;

16.5.7 that other Pa

to cease, to carry on business; or

16.5.8 control of th
persons not
Agreement.
“connected
Sections 112

red by any person or connected
other Party on the date of this
of this Clause 17, “control” and
the meanings ascribed thereto by
of the Corporation Tax Act 2010.

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16.6 For the purposes of the right of remedy if the Parties agree in writing to the respects.

each shall be considered capable of entering into a written agreement with the provision in question in all

16.7 The rights to terminate or remedy of either Party shall not be affected by a breach.

shall not prejudice any other right or remedy which concerned (if any) or any other

17. Effects of Termination

Upon the termination of all

for any reason:

17.1 any sum owing by either Party under any of the provisions of this Agreement shall be assessed by an independent expert agreed by the Parties.

under any of the provisions of this Agreement and payable [such sums to be assessed by an independent expert to be appointed upon the mutual

17.2 any and all relevant rights shall terminate subject to the provisions of Clause 9 shall terminate subject to their continuance of all relevant and/or rights under this sub-Clause shall be conducted in good faith by the Parties;

for the provisions of Clause 9 shall terminate in good faith, upon new terms for the assignment of property rights. Any negotiations and rights to use intellectual property shall be conducted in good faith by the

17.3 all Clauses which, except the expiry or termination

their nature, relate to the period after termination shall remain in full force and effect;

17.4 termination shall not affect the right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the event before the date of termination

right to damages or other remedy in respect of the event giving rise to the termination or other remedy which any Party may have in respect of the event before the date of termination

17.5 partial termination shall not affect any rights or obligations under this Agreement except to the terminated part(s) of the Services. All remaining rights shall be unaffected and shall continue in effect;

except any rights or obligations under this Agreement shall be unaffected and shall continue in effect;

17.6 subject as provided in Clause 13) immediately cease to use, either Party shall immediately release and control which contain

except in respect of any accrued rights or obligation to the other; and

17.7 each Party shall (except in respect of any accrued rights or obligation to the other) immediately cease to use, either Party shall immediately release and control which contain

accorded to in Clause 13) immediately cease to use, either Party shall immediately release and control which contain Confidential Information, and any documents in its possession or control which contain Confidential Information.

18. Data Protection

The Architect will only the <<insert document name, e

information as set out in the Architect's Confidential Information available from <<insert location(s)>>.

19. No Waiver

No failure or delay by either Party shall be deemed to be a waiver

of its rights under this Agreement shall not constitute a waiver by either Party of a breach

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- of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement.
20. **Further Assurance**
- Each Party shall execute all such deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.
21. **Costs**
- Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.
22. **Set-Off**
- Neither Party shall be entitled to set off or sums received in respect of this agreement at any time.
23. **Assignment and Sub-Contracting**
- 23.1 [Subject to sub-Clause 23.2, this Agreement is personal to the Parties. Neither Party may assign, sub-assign, charge (otherwise than by floating charge) or sub-licence any of its rights hereunder, or its obligations hereunder, or any part of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.]
- 23.2 [Each Party shall be responsible for the performance of the obligations undertaken by it through any other member or sub-contractors. Any failure to perform such obligations through any other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Party in question.]
24. **Time**
- 24.1 [The Parties agree that time is of the essence of this Agreement.]
- OR
- 24.2 [The Parties agree that time is not of the essence of this Agreement and may be varied by mutual agreement.]
25. **Relationship of the Parties**
- Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other relationship between the Parties other than the contractual relationship expressed in this Agreement.

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26. **Non-Solicitation**

- 26.1 Neither Party shall, <insert period> after its termination of employment and for a period of <insert period> after its termination of employment, employ or contract the services of any person who is or was previously employed by or engaged by the other Party at any time in relation to the subject matter of this Agreement without the express written consent of that Party].
- 26.2 Neither Party shall, <insert period> after its termination of employment and for a period of <insert period> after its termination of employment, solicit or entice away from the other Party any customer or client whose solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].

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27. **Notices**

- 27.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.
- 27.2 Notices shall be deemed to have been given:
- 27.2.1 when delivered in person to the addressee or registered messenger or other messenger (including overnight delivery) outside business hours of the recipient; or
- 27.2.2 when sent, by facsimile, e-mail or e-mail and a successful transmission is generated; or
- 27.2.3 on the fifth business day after mailing, if mailed by national express mail; or
- 27.2.4 on the tenth business day after mailing, if mailed by airmail, if the mailing is by airmail.
- In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile address of the other Party.

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28. **Entire Agreement**

- 28.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by the authorized representatives of the Parties.
- 28.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or provision except as expressly provided in this Agreement and that it shall be bound to the fullest extent permitted by law.

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29. **Counterparts**

This Agreement may be executed in one or more counterparts and by the Parties to it on separate occasions, and each so executed and delivered shall be an original, but all of them together shall constitute one and the same instrument.

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30. **Severance**

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement and the remainder shall be valid and enforceable.

31. **Dispute Resolution**

31.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to settle the dispute.

31.2 [If negotiations under this clause do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

31.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

31.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

31.5 Nothing in this Clause shall prevent either Party from applying to a court for an order in relation to the dispute.

31.6 The Parties hereby agree that the decision of the arbitrator shall be final and binding on both Parties.

32. **Law and Jurisdiction**

32.1 This Agreement (including any dispute arising out of or relating to it) shall be governed by, and construed in accordance with, the law of England and Wales.

32.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement
before written

SIGNED by
<<Name and Title of person signing
for and on behalf of <<Architect's Name

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Client's Name

In the presence of
<<Name & Address of Witness>>

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executed the day and year first

Project

<<Insert a detailed description of the project and appropriate documentation>>

Site

<<Insert a detailed description of the site and appropriate plans, maps or other documentation>>

Specified Contractors

<<Insert full details of any and all specified contractors>>

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Brief

<<Insert a full and detailed copy of

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Services

<<Insert a detailed description of the full specification and details of the scope>>

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Fees and Payment

Fees

<<Insert full details of all Fees due>>

Assessment

<<Insert all pertinent information re assessment of sums due>>

Invoicing

<<Insert full details of all invoicing>>

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Programme

<<If the Programme is to be provided
here>>]

this Agreement, insert a copy of it

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