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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”)]

**BACKGROUND:**

- (1) The Architect provides a <<insert description of Architectural consultancy services including consumer clients (as defined below) and has reasonable skill, knowledge and experience in that field.
- (2) The Client wishes to engage the Architect to provide the services for <<insert description of Project>> (“the Project”) on 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 following meanings:

**“Architect’s Works”** means the Architectural Services created by the Architect in the course of providing the Architectural Services which relate to the Project, but not limited to, sketches, designs, drawings, specifications, decisions, renderings, models and other documents;

**“Assessment Dates”** means the dates set out in Schedule 4 on which We shall carry out the Assessment; due;

**“Brief”** means the initial statement of requirements for the Project, which is frequently revised and developed over time, and from time to time, a copy of which is provided to the Client as Schedule 2;

**“Business”** means any trade, craft or profession carried on by an individual person/organisation;

**“Business Day”** means any day (other than Saturday or Sunday) on which the Architect’s offices are open for their full range of services at <<insert location>>;

**“CDM Regulations”** means the Construction (Design and Management) Regulations 2015, as amended or re-enacted;

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<p><b>“Consumer”</b></p>	S	<p>as defined by the Consumer in relation to this Agreement customer of the Architect who for their personal use and for mainly outside the purposes of any</p>
<p><b>“Fees”</b></p>	A	<p>to be paid under this Agreement from the Architect, as specified in Schedule 4;</p>
<p><b>“Model Cancellation Form”</b></p>	A	<p>the cancellation form attached as</p>
<p><b>“Payment Schedule”</b></p>	A	<p>the schedule set out in Schedule 4;</p>
<p><b>“Programme”</b></p>	A	<p>for the provision of the Services including dates and times including, but not limited to, access dates for contractors [and attached to this Agreement</p>
<p><b>“Project”</b></p>	M	<p>the design and development project for which the Architect is to provide the Services as described in Schedule 1;</p>
<p><b>“RIBA Site Signboards”</b></p>	M	<p>the signboards for use by architects which have been approved by the Royal Institute of</p>
<p><b>“Services”</b></p>	M	<p>the Services to be provided by the Architect to the Client as set out in the Specification;</p>
<p><b>“Site”</b></p>	P	<p>the site on which construction is to take place as defined in Schedule 1;</p>
<p><b>“Specification”</b></p>	P	<p>the Specification of Services set out in Schedule 1 which may be amended by agreement between the Client and the Architect from time to time;</p>
<p><b>“Specified Contractor”</b></p>	P	<p>the Contractor or contractor specified in Schedule 1 who may be selected only through the Architect as set out in Clause 6.3;</p>
<p><b>“Specified Purposes”</b></p>	L	<p>the purposes for which the Client will be using the Architect’s Works as specified in Schedule 1;</p>
<p><b>“We/Us/Our”</b></p>	L	<p>the Architect and includes all employees, subcontractors and contractors of the Architect;</p>
<p><b>“You/Your”</b></p>	L	<p>the Client or any person who is a customer of the Architect.</p>
<p>1.2 Each reference in this Agreement to “writing”, includes electronic mail, facsimile, fax or other means.</p>	E	<p>“writing”, and any similar expression, includes electronic mail, facsimile, fax or sent by e-mail, [text message,] and any similar expression;</p>
<p>1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision in force at the relevant time.</p>	E	<p>of a statute is a reference to that statute or provision in force at the relevant time.</p>

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- 1.4 Each reference to a schedule to this Agreement.
- 1.5 The headings used for convenience only and do not affect the interpretation.
- 1.6 Words signifying the plural include the plural and vice versa.
- 1.7 References to any gender include the other gender.
- 1.8 References to persons or entities, where the context otherwise requires, include corporations.

## 2. Information about Us

- 2.1 We are a <<insert company type>> trader, partnership, LLP, private limited company etc.
- 2.2 [We trade under the trading name if different from company name>>.]
- 2.3 [We are registered under number <<Company Registration Number>>]
- 2.4 [Our registered office is <<insert office address>>.]
- 2.5 [Our main trading address is <<insert address>> if different from registered office or if no registered office is <<insert address>>.]
- 2.6 [Our VAT number is <<insert VAT number>>.]
- 2.7 [We are registered with the Architects Registration Board and subject to the Architects Code of Conduct.]
- 2.8 [We are a member of <<insert association(s) etc.>>.]
- 2.9 [<<Insert further information>>.]

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## 3. Communication and Complaints

- 3.1 If You wish to contact Us for any complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout this Agreement). When contacting Us in writing You may use the following methods:
  - 3.2.1 contact Us by email at <<insert email address>>; or
  - 3.2.2 contact Us by post to <<insert company name>>, <<insert address>>.

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## 4. Services

- 4.1 We will provide the Services in accordance with the Specification.
- 4.2 We will act in accordance with any reasonable instructions You give provided such instructions are within the scope of the Services.
- 4.3 We will ensure that the Services are provided with reasonable care and skill and to a reasonable standard consistent with best practice in the architecture profession.
- 4.4 We will ensure that the Services are provided in accordance with relevant law, standards, rules and codes of practice.
- 4.5 We will provide You with all necessary activities related to the Project at

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<<insert period>> in  
4.6 We may, in relation to  
matters are not set out  
Us as they arise from

matters, act on Your behalf. These  
matters may be agreed between You and

4.7 [We will, as soon as  
give You a Programme  
6.]

ing of this Agreement prepare and  
Programme is attached as Schedule

4.8 We will where possible  
Programme which  
acceptance of any  
as a result of such

any reasonable changes in the  
Sub-Clause 5.4, subject to Your  
changes to the Fees which may be due

4.9 We will try to ensure

plans We prepare match the Brief.

4.10 When We are preparing  
as agreed in writing  
accommodate Your

plans We will, from time to time (or  
Us), consult with You and try to

4.11 Once You have approved  
changes to them  
necessary to comply  
rules. We will ensure  
compliance and We  
We have made the

plans and plans, We will not make any  
changes without Your approval unless the changes are  
necessary to comply with standards, codes of conduct or other  
rules that are absolutely necessary for  
compliance as is reasonably possible after

**5. Your Obligations**

5.1 If We advise You of  
apply to the Project

codes of conduct or other rules that  
apply to them.

5.2 You must provide Us  
and to comply with  
requirements concerning  
information We may

We need to provide the Services  
includes, but is not limited to, Your  
and the Project timetable and any  
requirements with the CDM Regulations.

5.3 Unless You and  
applications for consent  
those required under  
legal matters affecting

in writing, You must make all  
applications for consent to the  
project including, but not limited to,  
control legislation or relating to

5.4 You must, within <<  
inform Us in writing  
detailed reasons,  
changes.

providing a Programme from Us, either  
of the Programme or submit, with  
Your acceptance and Your proposed

5.5 You may, from time  
Our provision of the  
the Specification.

Our instructions to Us in relation to  
Your instructions should be compatible with

5.6 If We need You to  
You must do so as

improve a proposal We have made,  
if possible.

**6. Appointment of Third Parties**

**Contractors**

6.1 Where necessary and  
and contractors to provide  
be required unless  
time to duplicate, or  
We are providing.]

You may appoint third party consultants  
for the Project. [Our consent will not  
be given if such third parties are likely at any  
time to duplicate, or in any  
manner interfere with the Services

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- 6.2 You must appoint s... all construction wor... not be bound by Ou...
- 6.3 The Specified Con... must not instruct Sp...
- 6.4 If You appoint any... services in connec... contractual terms Y...
  - 6.4.1 the consulta... relevant wor...
  - 6.4.2 any contrac... responsible
  - 6.4.3 the consulta... provide all t... comply with
- 6.5 We may, from time... the services of a thi... need for such a spe... a party to any such...
- 6.6 You must keep Us... appointed to the Pro...
- 6.7 You give Your cons... third party consulta... running of the Proje...

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**7. Advertising and Marketing**

- 7.1 We may erect su... promotional banner... Your approval and e...
- 7.2 We may take and u... to, work relating to... any such photogra... terms which may ex... photographer.
- 7.3 Subject to the provi... entered into betwee... Our marketing and e...

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**8. Fees, Payment and Reco**

- 8.1 You must pay Us th... with this Clause 8.
- 8.2 We will assess Fee... t Dates.
- 8.3 We will invoice You... Payment Schedule.
- 8.4 The Fees are exclu... of VAT changes We will adjust the amount of VAT that
- 8.5 You must pay any i... period e.g. 14 days>> of receiving it.
- 8.6 We accept the follo... t:

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8.6.1 <<insert met >>;

8.6.2 <<insert met

8.6.3 <<insert met

8.6.4 <<insert othe >>.

8.7 If You do not pay a We may charge You interest on the overdue sum at <<insert percentage>>% above the base rate of <<insert name o time until payment in full is made. Interest will accrue e due date until the actual date of payment, whether b

8.8 If You have prompt te an invoice in good faith We will not charge interest t ngoing.

8.9 We will:

8.9.1 keep, or ar son to keep, such records and accounts as ble the Fees to be accurately calculated;

8.9.2 allow You to d accounts and, to the extent that they relate to ees, to take copies of them[; and

8.9.3 within <<ins nd of each year (where relevant), obtain and g certificate as to the accuracy of the Fees You ha .

**9. Intellectual Property Right**

9.1 We will own (and re erty rights (at all times throughout the world) in the A d in the course of performing the Services[, subject to or licence the same in the future].

9.2 We will assert all of Chapter IV of the Copyright, Designs and Patent

9.3 We will grant You a sive world-wide licence to use the Architect's Works e Project and for any Specified Purposes and to all tants and contractors appointed to the Project to do the

9.4 If You wish to use a ks for any purposes outside of the scope of the Project es, You must obtain Our express written consent[, su easonably withheld].

9.5 Where any payme eement are overdue by a period exceeding <<insert e the right, exercisable by written notice to You, to s nted under this Clause 9 until all such payments are

9.6 All Architect's Work any other purposes including, but not limited to, adve cept where the Architect's Works incorporate any inte belonging to You. In such cases, We will either create d work which does not incorporate Your intellectual pr enter into good faith negotiations with You in order to ceptable terms for the use and/or licence of such intel

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**10. Complaints and Feedback**

10.1 We always welcome your comments and, while We always use all reasonable endeavours to ensure your experience as a client of Ours is a positive one, We need your feedback for complaint.

10.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on Our Website.

10.3 If You wish to comment on any aspect of Your dealings with Us, please contact Us in one of the following ways:

10.3.1 [In writing, to the attention of the person whose name and/or position and/or department is specified in the relevant part of the Order Form;]

10.3.2 [By email, to the attention of the person whose name and/or position and/or department is specified in the relevant part of the Order Form;]

10.3.3 [Using Our complaints form, if available, in accordance with the instructions included with the form;]

10.3.4 [By contacting the person whose name and/or position and/or department is specified in the relevant part of the Order Form, by telephone, choosing one of the telephone numbers specified in the relevant part of the Order Form;]

**11. Cancellation of Contract**

11.1 Where this Agreement is made on Our premises, You have a statutory right to a “cooling off period” of 14 calendar days after the date on which You and Us are formally bound by the Agreement.

11.2 If You wish to cancel the Agreement during the cooling off period You should inform Us immediately in writing (e.g. a letter sent by post, fax or email to the postal or email address specified in this Agreement). You must use the Cancellation Form, but You do not have to return it to Us.

11.3 To meet the cancellation period, Your communication concerning the Agreement must be received by Us within the cancellation period.

11.4 If You exercise the right to cancel, We will refund to You a full refund of any amount paid to the Us in respect of the Agreement.

11.5 We will refund money to You by the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the cancellation.

11.6 We will process the refund as quickly as possible, without undue delay and, in any event, within 14 calendar days of the day on which We are informed of the cancellation.

11.7 If the Start Date falls within the cooling off period You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. [If You do not make such a request, the Services will not be provided.] By making such a request, You are deemed to have accepted the Agreement and agree to the following:

11.7.1 If the Services are not provided within the 14 calendar day cooling off period, You will not be entitled to a refund and You will not have been fully bound by the Agreement.

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11.7.2 If You cancel the Services before the provision of the Services has begun You will be responsible for the cost of the Services supplied up until the point at which You cancel;

provision of the Services has begun services supplied up until the point at which You cancel;

11.7.3 The amount of any refund will be in proportion to the full price of the Services and any sums already provided. Any sums that have already been paid for the Services will be refunded subject to any applicable law and any deductions of taxes and other charges;

in proportion to the full price of the Services already provided. Any sums that have already been paid for the Services will be refunded subject to any applicable law and any deductions of taxes and other charges;

11.7.4 We will process any refund within <<insert normal refund period>> and in any event no later than <<insert number of days>> days after You inform Us of Your wish to cancel;

<<insert normal refund period>> and <<insert number of days>> days after You inform Us of Your wish to cancel;

**12. Termination**

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12.1 You may terminate the Services by giving Us <<insert notice period>> written notice;

by giving Us <<insert notice period>> written notice;

12.2 You may terminate the Services with immediate effect by giving Us written notice if:

with immediate effect by giving Us written notice if:

12.2.1 We have breached the Services in any material way and have failed to remedy the breach within <<insert notice period>> of You asking Us in writing to do so;

in any material way and have failed to remedy the breach within <<insert notice period>> of You asking Us in writing to do so;

12.2.2 We enter into liquidation, administration or we are taken over by an administrator or receiver appointed by a court;

administrator or receiver appointed by a court;

12.2.3 We are unable to perform the Services due to an event outside of Our control (see Clause 11.7.4).

due to an event outside of Our control (see Clause 11.7.4).

12.3 We may terminate the Services with immediate effect by giving You written notice if:

with immediate effect by giving You written notice if:

12.3.1 You fail to remedy the breach of the Services as required under Clause 8 (this clause does not apply to the Services of interest on overdue sums under sub-Clause 8.2);

as required under Clause 8 (this clause does not apply to the Services of interest on overdue sums under sub-Clause 8.2);

12.3.2 You have breached the Services in any material way and have failed to remedy the breach within <<insert notice period>> of Us asking You in writing to do so;

in any material way and have failed to remedy the breach within <<insert notice period>> of Us asking You in writing to do so;

12.3.3 We have breached the Services for more than <<insert notice period>> weeks due to an event outside of Our control (see Clause 11.7.4).

the Services for more than <<insert notice period>> weeks due to an event outside of Our control (see Clause 11.7.4).

12.4 For the purposes of this Agreement, a breach of this Agreement will be considered 'material' if it is not trivial in its consequences to the terminating party. In any event, a breach is material no regard will be had to whether the breach was caused by an accident, mishap, mistake or misunderstanding.

breach of this Agreement will be considered 'material' if it is not trivial in its consequences to the terminating party. In any event, a breach is material no regard will be had to whether the breach was caused by an accident, mishap, mistake or misunderstanding.

12.5 If at the termination of the Services:

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12.5.1 You have made any payment for any Services We have not yet provided, the sum of such payment shall be returned to You as soon as is reasonably possible, and no later than <<insert number of calendar days>> calendar days of the termination of the Services and any notice;

for any Services We have not yet provided, the sum of such payment shall be returned to You as soon as is reasonably possible, and no later than <<insert number of calendar days>> calendar days of the termination of the Services and any notice;

12.5.2 We have provided any Services to You which you have not yet paid for, the sums due will be due to You or, if no refund is due, the sums due to You will be due to You and You will be required to make payment in accordance with Clause 8.3.

you have not yet paid for, the sums due will be due to You or, if no refund is due, the sums due to You will be due to You and You will be required to make payment in accordance with Clause 8.3.

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**13. Effects of Termination**

- 13.1 If this Agreement is terminated:
  - 13.1.1 Any Clauses of this Agreement which, by their nature, relate to the period after termination of the Agreement will remain in full force and effect.
  - 13.1.2 Termination of this Agreement shall not affect any right to damages or other remedies which You may have in respect of any breach of this Agreement prior to the date of termination.
  - 13.1.3 Any licences granted to You by Us will terminate but You and We will agree to grant a replacement licence to You to use the Arch

**14. Events Outside of Our Control**

- 14.1 We will not be liable for any delay in performing Our obligations under this Agreement if such delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet failure, strikes, lock-outs or other industrial action by Us or others, other civil unrest, fire, explosion, flood, storms, earthquakes (threatened, actual), acts of terrorism (threatened or actual), acts of war (threatened, actual or preparations for war), epidemic or pandemic disease or any other event that is beyond Our reasonable control.
- 14.2 If any event described in Clause 14.1 occurs that is likely to adversely affect Our performance under this Agreement:
  - 14.2.1 We will inform You as soon as reasonably possible;
  - 14.2.2 Our obligations under this Agreement will be suspended and any time limits that We have agreed to will be extended accordingly;
  - 14.2.3 We will inform You as soon as possible if the event outside of Our control is over and the normal times or availability of Services as agreed to in this Agreement will resume;
  - 14.2.4 You or We may terminate this Agreement (see Clause 12).

**15. Liability**

- 15.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence. Loss or damage is not recoverable if it is an obvious consequence of the breach or negligence and was not contemplated by You and Us when this Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 15.2 We will maintain and pay for adequate insurance including public liability insurance and will provide evidence of such insurance coverage to You.
- 15.3 We provide Services on an "as is" basis for private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes. We will not be liable to You for any loss of profit, loss of business or for any loss of business opportunity.
- 15.4 [Our total liability for any loss or damage caused as a result of Our negligence shall be limited to the amount of any insurance proceeds available to Us.]

- or breach of these t to £<<insert sum>>.]
- 15.5 We are not liable for any loss or damage that you suffer which results from Your failure to follow any instructions given by Us.
- 15.6 Nothing in this Agreement will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 15.7 Nothing in this Agreement or will limit Your legal rights as a Consumer under any European legislation. For more details of Your legal rights please contact Citizens Advice Bureau or Trading Standards Office.
- 16. How We Use Your Personal Information (Data Protection)**
- We will only use Your personal information (name, e.g. Privacy Notice) as set out in Our <<insert document name>> at location(s)>>.
- 17. Other Important Terms**
- 17.1 We may transfer (assign) all or part of Our rights under this Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under this Agreement will not be affected and Our obligations under this Agreement will be transferred to the third party who will then be bound by the terms of this Agreement.
- 17.2 You may not transfer (assign) Our obligations and rights under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).
- 17.3 This Agreement is for Your personal use and is not intended to benefit any other person or third party. No person or party other than You will be entitled to enforce any provision of this Agreement.
- 17.4 If any provision of this Agreement is held to be invalid or unenforceable by any competent authority to be the validity of the other provisions of the Agreement and the provision in question will not be affected.
- 17.5 No failure or delay by Us in exercising any rights under this Agreement means that We or You will waive any rights under this Agreement, and no waiver by Us or You of a breach of any provision of this Agreement means that We or You will waive any subsequent breaches of any other provision.
- 18. Law and Jurisdiction**
- 18.1 This Agreement is a contract entered into between You and Us (whether contractual or otherwise) and shall be governed by and construed in accordance with the law of [England and Wales] [Scotland] [Ireland].
- 18.2 As a consumer, You may not be able to opt out of the mandatory provisions of the law in your country of residence. Clause 18.1 above takes away or reduces Your rights in those provisions.
- 18.3 Any dispute, controversy or claim between You and Us relating to this Agreement shall be referred to arbitration between You and Us (whether contractual or otherwise) and shall be referred to the jurisdiction of the courts of England, Wales, Scotland or Ireland, as determined by Your country of residence.

SIGNED for and on behalf of the A  
<<Name and Title of person signing

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED by the Customer:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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**Project**

<<Insert a detailed description of t

appropriate documentation>>

**Site**

<<Insert a detailed description of documentation>>

appropriate plans, maps or other

**Specified Contractors**

<<Insert full details of all Specified

**Specified Purposes**

<<Insert full details of the "specifi Works>>

the Client may use the Architect's

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**Brief**

<<Insert a full and detailed copy of

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**Specification of Services**

<<Insert a detailed description of  
scope>>

full specification and details of the

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**Fees and Payment**

**Fees**

<<Insert full details of all Fees due

**Payment Schedule**

<<Insert dates for payment of the

**Assessment Dates**

<<Insert dates for assessment of t

**Invoicing**

<<Insert full details of all invoicing

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MOD **S** DRM

To: <<Architect to insert Architect address and, where available, fax number and email address>>

I/We (delete as appropriate) her (delete as appropriate) cancel my/our (delete as appropriate) cor ces dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

**A**  
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**Programme**

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

this Agreement, insert a copy of it

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