DATED

(1) << >>(2) << >>

LICENCE TO USE ARCHITECT'S PLANS

THIS AGREEMENT is made the day of

BETWEEN:

- <<Name of Architect>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Architect") and
- (2) <<Name of Builder>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Builder")

WHEREAS:

- (1) The Architect is an architect and is the owner of the copyright and all other rights in the Plans.
- (2) The Architect has agreed to grant the Rights to the Builder subject to the following terms and conditions.

IT IS AGREED as follows:

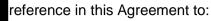
1. **Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:
- "Building" means the building which the Builder intends to build at <<address>>, more fully described in Schedule 1; "Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>: "Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such): "Plans" means architectural plans owned by the Architect copies of which have, for identification purposes, been signed by both the Architect and the Builder and annexed to this Agreement as Schedule 2; and "Riahts" means the non-exclusive right by way of licence to: • use and where necessary to copy the Plans solely for the purpose of constructing the Building • construct the Building in accordance with and thereby reproduce the Plans and • repair the Building from time to time in accordance with the Plans.

- 1.2 Unless the context
 - 1.2.1 Words and Patents Act
 - 1.2.2 The express right, rental right subsist laws of the l created at a other jurisdic
 - 1.2.3 "writing", an communicat similar mear
 - 1.2.4 a statute or provision as
 - 1.2.5 "this Agreen Schedules a
 - 1.2.6 a Schedule
 - 1.2.7 a Clause or (other than t
 - 1.2.8 a "Party" or
- 1.3 The headings used no effect upon the it
- 1.4 Words imparting the
- 1.5 References to any g
- 1.6 References to perso

2. Grant of Rights

- 2.1 In consideration of Architect (receipt of **OR** [limited] title gu
- 2.2 The Builder may no
 - 2.2.1 use the Rig
 - 2.2.2 use the Rig <<insert terr
 - 2.2.3 use any par is not covere
 - 2.2.4 use any rig Rights licens
 - 2.2.5 assign or su
 - 2.2.6 permit other Builder in the



hed in the Copyright, Designs and meanings in this Agreement;

lude the entire copyright, design or prohibit lending and database y time during the Term under the nalogous rights subsisting now or under the laws of each and every tory;

ion, includes a reference to any nic or facsimile transmission or

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

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

ement; and

e to a Clause of this Agreement raph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

ther gender.

tions.

um>> paid by the Builder to the nowledges) the Architect with [full] to the Builder.

any purposes other than those

manner outside the territory of

orks created by the Architect) that

ans that do not form part of the t;

t for the purposes of assisting the final function of the Building.

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2.3 The Builder shall had of the construction of Building.

3. Moral Rights

The Architect asserts to th its architect in accordance 77 and 78.

4. Architect's Obligations

The Architect agrees with t

- 4.1 To supply to the Bu of this Agreement]
- 4.2 If the Builder sub purposes of the re Builder for such time

5. Architect's Warranties an

The Architect warrants that

- 5.1 The Architect is th Plans and has ful warranties and inde
- 5.2 The Plans do not in
- 5.3 The Architect will k actions, claims, pro compensation paid consultation with t compromise or sett out of any breach o party based on an breach].
- 5.4 The indemnities set the Builder shall:
 - 5.4.1 notify the Ar or damage;
 - 5.4.2 consult the such matters
 - 5.4.3 make no ag without the r unreasonab

6. Proceedings

6.1 The Builder shall inf











pies of the Plans after completion poses of enabling the repair of the

to be identified on the Building as ns and Patents Act 1988 Sections

iod>> or immediately on signature s of each of the Plans.

er copies of the Plans for the loan copies of such Plans to the ply requires.

byright and all other rights in the this Agreement and to give the greement.

y other rights of any person.

emnified against all losses and all mages (including any damages or vice of its legal advisers [and after a approval by the Architect] to al costs or other expenses arising nties [or out of any claim by a third intiated, would constitute such a

all apply provided that in all cases

sonably possible of any claim, loss

n to be taken in dealing with any

party for the payment of any sum chitect, such agreement not to be

iately if it becomes aware of any:

- 6.1.1 infringement
- 6.1.2 claims that t
- 6.2 In the event of any i
 - 6.2.1 the Architect
 - 6.2.2 the Architec or proceedin
 - 6.2.3 the Builder reasonably r proceedings
 - 6.2.4 the Architec expenses (ii assistance u
 - 6.2.5 the Architec be solely en such claims

7. Confidentiality

- 7.1 Each Party underta authorised in writ continuance of this termination:
 - 7.1.1 keep confide
 - 7.1.2 not disclose
 - 7.1.3 not use any contemplate
 - 7.1.4 not make ar any Confide
 - 7.1.5 ensure that contractors or be a breach
- 7.2 Either Party may:
 - 7.2.1 disclose any
 - 7.2.1.1 any s
 - 7.2.1.2 any g 7.2.1.3 any
 - afore

to such exte this Agreem Services), o inform the Information such body u such body) confidentialit













any of the Rights; or iringe the rights of any third party. ing under sub-Clause 6.1: on to be taken;

ible for the conduct of any claims

onable assistance that may be in order to conduct any claims or

ilder for any reasonable costs or urred by the Builder in rendering nd

y claims or proceedings and shall s recovered from a third party in

ovided by sub-Clause 7.2 or as it shall, at all times during the <insert period>> years] after its

rmation;

tion to any other party;

n for any purpose other than as rms of this Agreement;

hy way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 7.1.1 to 7.1.4 above.

to:

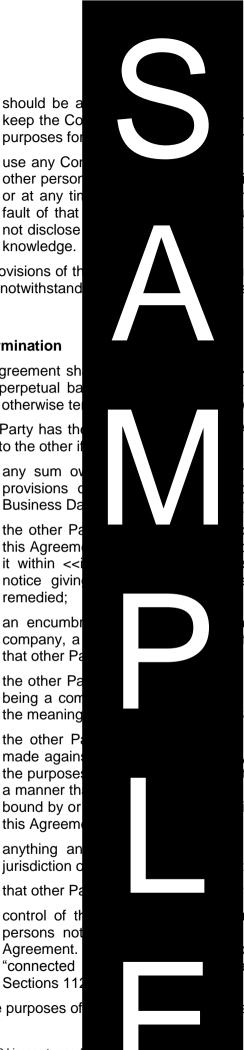
of that Party;

hority or regulatory body; or

f that Party or of any of the es or bodies;

for the purposes contemplated by limited to, the provision of the n each case that Party shall first in question that the Confidential pt where the disclosure is to any or any employee or officer of any ng to the other Party a written arty in question. Such undertaking

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in the terms of this Clause 7, to hfidential and to use it only for the nade: and

any purpose, or disclose it to any it is at the date of this Agreement, hes, public knowledge through no se or disclosure, that Party must tial Information which is not public

e in force in accordance with their Agreement for any reason.

<insert date>> and shall continue f <<insert period>>] (the "Term") vith this Clause 8.

Agreement immediately by written

he other Party under any of the ot paid within <<insert period>> vment:

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

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

arrangement with its creditors or. to an administration order (within 86):

or firm, has a bankruptcy order , goes into liquidation (except for tion or re-construction and in such therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any her Party;

to cease, to carry on business; or

red by any person or connected other Party on the date of this f this Clause 8, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

ach shall be considered capable of

keep the Co purposes for

- 7.2.2 use any Cor other persor or at any tin fault of that not disclose knowledge.
- 7.3 The provisions of th terms, notwithstand

8. **Term and Termination**

- 8.1 This Agreement sh Ion a perpetual ba unless otherwise te
- 8.2 Either Party has the notice to the other if
 - 8.2.1 any sum ov provisions d **Business Da**
 - 8.2.2 the other Pa this Agreem it within <<i notice givin remedied;
 - 8.2.3 an encumbr company, a that other Pa
 - 8.2.4 the other Pa being a com the meaning
 - 8.2.5 the other Pa made again the purpose a manner th bound by or this Agreem
 - 8.2.6 anything an jurisdiction d
 - 8.2.7 that other Pa
 - 8.2.8 control of th persons not Agreement. "connected Sections 112
- 8.3 For the purposes of

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remedy if the Party respects.

8.4 The rights to term prejudice any other concerned (if any) d

Effects of Termination 9.

Upon the termination of this

- 9.1 the licence grante Builder shall immed
- 9.2 any sum owing by Agreement shall be
- 9.3 all Clauses which, e the expiry or termin
- 9.4 termination shall nd which the terminatir termination or any may have in respe before the date of te
- 9.5 subject as provided rights neither Party
- 9.6 each Party shall (e cease to use, eithe shall immediately re control which contai

10. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agr breach of the same or any

11. **Further Assurance**

Each Party shall execute may be necessary to carry

12. Costs

Subject to any provisions own costs of and incident into effect of this Agreemer







ith the provision in question in all

iven by this Clause 8 shall not er Party in respect of the breach

lon:

immediately terminate and the e Rights and the Plans:

under any of the provisions of this hd pavable:

ir nature, relate to the period after hall remain In full force and effect:

right to damages or other remedv pect of the event giving rise to the or other remedy which any Party s Agreement which existed at or

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

rred to in Clause 7) immediately any Confidential Information, and ny documents in its possession or tial Information.

of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

deeds, documents and things as eement into full force and effect.

ty to this Agreement shall pay its eparation, execution and carrying

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13. Relationship of the Partie

Nothing in this Agreement joint venture, agency or oth contractual relationship exp

14. Third Party Rights

No part of this Agreemer accordingly the Contracts Agreement.

15. Notices

- 15.1 All notices under th if signed by, or on notice.
- 15.2 Notices shall be dee
 - 15.2.1 when delive registered m
 - 15.2.2 when sent, transmission
 - 15.2.3 on the fifth ordinary mai
 - 15.2.4 on the tent postage pre

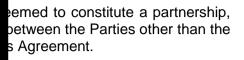
In each case notice address, or facsimil

16. Entire Agreement

- 16.1 This Agreement c respect to its subject in writing signed by
- 16.2 Each Party acknow on any representa provided in this Ag implied by statute o by law.

17. Counterparts

This Agreement may be Parties to it on separate co shall be an original, but a same instrument.



rights on any third parties and Act 1999 shall not apply to this

writing and be deemed duly given sed officer of the Party giving the

given:

ier or other messenger (including ss hours of the recipient; or

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

the most recent address, e-mail other Party.

ement between the Parties with modified except by an instrument sentatives of the Parties.

to this Agreement, it does not rely provision except as expressly itions, warranties or other terms ded to the fullest extent permitted

nber of counterparts and by the n when so executed and delivered ther shall constitute one and the

18. Severance

In the event that one or unlawful, invalid or otherwis severed from the remaind shall be valid and enforcea

19. **Dispute Resolution**

- 19.1 The Parties shall at Agreement through have the authority to
- 19.2 [If negotiations un <<insert period>> c attempt to resolve Dispute Resolution
- 19.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 19.4 The seat of the arbitration sha Arbitration as agree unable to agree on may, upon giving v Deputy President for the appointment of that may be require
- 19.5 Nothing in this Cla applying to a court f
- 19.6 The Parties hereby dispute resolution u Parties.

20. Law and Jurisdiction

- 20.1 This Agreement (in therefrom or assoc accordance with, th
- 20.2 Subject to the provi or claim between t contractual matters shall fall within the j

of this Agreement is found to be nose provision(s) shall be deemed The remainder of this Agreement

ute arising out of or relating to this eir appointed representatives who

o not resolve the matter within tation to negotiate, the parties will th through an agreed Alternative

19.2 does not resolve the matter at procedure, or if either Party will he dispute may be referred to

19.3 shall be England and Wales. rbitration Act 1996 and Rules for In the event that the Parties are Rules for Arbitration, either Party r Party, apply to the President or hartered Institute of Arbitrators for prs and for any decision on rules

either Party or its affiliates from

Ind outcome of the final method of [not] be final and binding on both

ual matters and obligations arising governed by, and construed in ales.

dispute, controversy, proceedings is Agreement (including any nonherefrom or associated therewith) f England and Wales. **IN WITNESS WHEREOF** this Ag before written

SIGNED by

<<Name and Title of person signir for and on behalf of <<Architect N

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

SIGNED by

<<Name and Title of person signir for and on behalf of <<Builder Nar

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



executed the day and year first

The Building <<Insert a detailed description of t



constructed using the Plans>>

The Plans << Attach a suitable copy of the Pla



ct matter of this Agreement>>