

ARCHITECT'S TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are to apply to the provision of services by <<Insert Company or Individual Architect>> to customers who require architecture services for their own use.

These Terms and Conditions apply to a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

"Agreement"

the Agreement to which You and We will enter if you accept these Terms and Conditions. The Agreement will be in the form of a written document. The standard form of Agreement is attached to these Terms and Conditions.

"Architect"

the person or company who will be responsible for the design and management of the Project.

"Architect's Works"

the drawings, designs, plans, specifications, models and written reports which We create in the course of the Project.

"Assessment Dates"

the dates set out in the Agreement on which We will assess the progress of the Project.

"Brief"

the statement of requirements which may be amended and developed during the Project.

"Business"

any trade, craft or profession carried on by any person/organisation;

"CDM Regulations"

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

"Consumer"

as defined by the Consumer Rights Act 2015. It includes a customer of the Architect who enters into these Terms and Conditions for their personal use and for purposes other than the purposes of any Business;

"Fees"

the fees which You must pay which will be shown on the Agreement.

"Milestone Dates"

the dates by which We must complete certain parts of the Project. Your other contractors may be responsible for these services;

“Model Cancellation Form”

“Payment Schedule”

“Programme”

“Project”

“Property”

“Quotation”

“Quoted Fee”

“RIBA Site Signboards”

“Services”

“Specified Contractor”

“Specified Purposes”

“Start Date”

“We/Us/Our”

“You/Your”

- 1.2 Each reference in expression, include message,] fax or ot
- 1.3 Each reference to statute or provision
- 1.4 Each reference to “ and Conditions.
- 1.5 Each reference to a Conditions.
- 1.6 The headings used and do not affect th

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esign and development project in
e to provide Our Services;

ailed in the Agreement, where
place for the Project;

ve give to You specifying the
ed Fee in relation to the Brief;

n the Quotation which may
e actual work undertaken;

use by architects which have been
the Royal Institute of British

e will provide as specified in the

contractor specified in the
instructed only through the
sub-Clause 6.3;

r which You will be permitted to
ks as defined in the Agreement.

nd We agree on for Us to start
as specified in the Agreement;

nd includes all employees, agents
the Architect;

o is a customer of the Architect.

tions to “writing”, and any similar
ions whether sent by e-mail, [text

f a statute is a reference to that
ed at the relevant time.

ons” is a reference to these Terms

to a schedule to these Terms and

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Terms and Conditions.

- 1.7 Words signifying the plural shall include the plural and vice versa.
- 1.8 References to any gender shall include either gender.
- 1.9 References to persons shall, where the context otherwise requires, include corporations.

2. Information about Us

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

3. Communication and Complaints

- 3.1 If You wish to contact Us, please do so by email at <<insert email address>> or by telephone at <<insert telephone number>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing, please include the following information:
- 3.2.1 <<insert company name>> and <<insert email address>>; or
- 3.2.2 <<insert company name>>, <<insert email address>> and <<insert telephone number>>.

4. Services

- 4.1 We will provide the Services to You in accordance with the specification set out in the Services Agreement (as may be amended from time to time).
- 4.2 The Architect will act in accordance with the 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

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codes of practice.

- 4.5 We will provide You with a copy of the activities related to the Project at <<insert period>> in writing.
- 4.6 We may, in relation to the Project, act on Your behalf. These matters may be set out in writing and may be agreed between You and Us as they arise from time to time.
- 4.7 We will, [upon the request of You] **AND/OR** [from time to time], prepare and give You a copy of the Programme.
- 4.8 We will where possible make any reasonable changes in the Programme which are requested by You in Sub-Clause 5.4, subject to Your acceptance of any increase in the Fees which may be due as a result of such changes.
- 4.9 We will try to ensure that the Plans We prepare match the Brief.
- 4.10 When We are preparing the Plans, We will, from time to time (or as agreed in writing with You), consult with You and try to ensure that the Plans match the Brief.
- 4.11 Once You have approved the Plans, We will not make any changes to them without Your prior approval unless the changes are necessary to comply with applicable laws, codes of conduct or other rules. We will only make such changes if they are absolutely necessary for compliance and We will consult with You as is reasonably possible after We have made the changes.

5. Your Obligations

- 5.1 If We advise You of any applicable laws, codes of conduct or other rules that apply to the Project, You must comply with them.
- 5.2 You must provide the information the Architect needs to provide the Services. This includes the Service Terms and Conditions and the Agreement. This includes, but is not limited to, Your requirements concerning the Brief, budget and any information the Architect may need in order to provide the Services and any information the Architect may need in order to comply with applicable Regulations.
- 5.3 Unless the Agreement provides otherwise, you must make all applications for consents required for the Project, but not limited to, those required for planning and building regulation or relating to legal matters affecting the Project.
- 5.4 You must, within the time specified in the Agreement, receive a Programme from the Architect, either in writing or by electronic means, of Your acceptance of the Programme or submission of Your reasons for non-acceptance and Your reasons for non-acceptance.
- 5.5 You may, from time to time, give the Architect instructions to the Architect in relation to the Architect's Services. Any such instructions should be compatible with the Agreement and the Services as defined in the Agreement.
- 5.6 If We need You to provide a proposal We have made, You must do so as soon as possible.

Contractors

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|-------|---|---|
| 6.1 | Where necessary and contractors to perform the Project. [Our consent will not be required unless such third parties are likely at any time to duplicate, or manner interfere with the Services We are providing.] | You may appoint third party consultants for the Project. [Our consent will not be required unless such third parties are likely at any time to duplicate, or manner interfere with the Services We are providing.] |
| 6.2 | You must appoint suitable and experienced contractors to undertake all construction work and preferred contractors but You will not be bound by Our | You must appoint suitable and experienced contractors to undertake all construction work and preferred contractors but You will not be bound by Our |
| 6.3 | The Specified Contractors may only be instructed through the Architect. You must instruct the Contractors directly without Our written consent. | The Specified Contractors may only be instructed through the Architect. You must instruct the Contractors directly without Our written consent. |
| 6.4 | If You appoint any Contractor or to carry out work or provide services in connection with the Project You must ensure, through the contractual terms of the contract, that the Contractor | If You appoint any Contractor or to carry out work or provide services in connection with the Project You must ensure, through the contractual terms of the contract, that the Contractor |
| 6.4.1 | the consultant responsible for the delivery of the relevant work | the consultant responsible for the delivery of the relevant work |
| 6.4.2 | any contract for construction works is solely responsible for | any contract for construction works is solely responsible for |
| 6.4.3 | the consultant Architect and provide the information the Architect needs to and the Agreement with these Terms and Conditions | the consultant Architect and provide the information the Architect needs to and the Agreement with these Terms and Conditions |
| 6.5 | The Architect may, require the services of certain parts of the Project which inform You of the specialist. We will not be bound by the specialist. In such cases, the Architect will inform You of the specialist and You must appoint the specialist and You must appoint the specialist and You must appoint the specialist. | The Architect may, require the services of certain parts of the Project which inform You of the specialist. We will not be bound by the specialist. In such cases, the Architect will inform You of the specialist and You must appoint the specialist and You must appoint the specialist. |
| 6.6 | You must keep Us informed of the activities and services of any third party consultants and contractors appointed to the Project where this is necessary for the smooth running of the Project | You must keep Us informed of the activities and services of any third party consultants and contractors appointed to the Project where this is necessary for the smooth running of the Project |
| 6.7 | You give Your consent to the activities and services of any third party consultants and contractors where this is necessary for the smooth running of the Project | You give Your consent to the activities and services of any third party consultants and contractors where this is necessary for the smooth running of the Project |

- 6.2 You must appoint suitable and experienced contractors to undertake all construction work and You may appoint preferred contractors but You will not be bound by Our list of preferred contractors.

- 6.3 The Specified Contractor shall only be instructed through the Architect. You must not instruct the Contractors directly without Our written consent.

- 6.4 If You appoint any [REDACTED] or to carry out work or provide services in connection with the Project, You must ensure, through the contractual terms You

- 6.4.1 the consultant responsible for the delivery of the relevant work

- 6.4.2 any contract to make construction works is solely responsible for

- 6.4.3 the consultant shall be required to cooperate fully with the Architect and provide the information the Architect needs to provide the information with these Terms and Conditions and the Agreement.

- 6.5 The Architect may, in the course of the Project, require the services of certain parts of the Project which require the services of a specialist. In such cases, the Architect will inform You of the need for a specialist and You must appoint the specialist. We will not be responsible for such contracts.

- 6.6 You must keep Us informed of any third party consultants and contractors

- 6.7 You give Your consent to the [REDACTED] coordinating the activities and services of any third party contractors where this is necessary for the smooth running of the [REDACTED]

7. Advertising and Marketing

- 7.1 We may erect such signs and boards at the Property. [Other promotional banners and signs of a similar nature] similar will be permitted only with Your approval and on the following terms:

- 7.2 We may take and use any photographs, audio recordings, video recordings, or other materials, including but not limited to, work relating to the Project, for any purpose, including but not limited to, promotional materials. The copyright in any such photographs, audio recordings, video recordings, or other materials shall vest in Us, subject to any contractual terms which may exist between Us and a third party such as a photographer.

- 7.3 Subject to the provisions of any licence agreements entered into between us and any third party, we shall be entitled to use any of the Architect's Works in Our marketing and promotional materials.

8. Fees, Payment and Records

- 8.1 We will assess Fees in accordance with the **Fee Schedule** and **Payment Dates**.
- 8.2 All Fees You must pay in accordance with the **Fee Schedule** in the Agreement.
- 8.3 We will invoice You in accordance with the **Payment Schedule**.
- 8.4 The Fees are exclusive of VAT changes We will adjust the amount of VAT that
- 8.5 You must pay any interest within a period e.g. 14 days>> of receiving it.
- 8.6 We accept the following methods of payment:
 - 8.6.1 <<insert method of payment>>;
 - 8.6.2 <<insert method of payment>>;
 - 8.6.3 <<insert method of payment>>;
 - 8.6.4 <<insert other method of payment>>.
- 8.7 If You do not pay a sum due to Us, we may charge You interest on the overdue sum at a rate of <<insert name of bank>> percentage>>% above the base rate of <<insert name of bank>> until payment in full is made. Interest will accrue from the due date until the actual date of payment, whether before or after the due date.
- 8.8 If You have promptly paid the Fees, we will not charge interest on the Fees.
- 8.9 We will:
 - 8.9.1 keep, or arrange to keep, such records and accounts as may be necessary to enable the Fees to be accurately calculated;
 - 8.9.2 allow You to inspect and copy such records and accounts and, to the extent that they relate to the Fees, to take copies of them[; and
 - 8.9.3 within <<insert period>> of each year (where relevant), obtain and give You a certificate as to the accuracy of the Fees You have paid.

9. Intellectual Property Rights

- 9.1 We will own (and retain all rights in) the Intellectual Property rights (at all times throughout the world) in the Architect's Works created in the course of performing the Services[, subject to the following:
 - 9.2 We will assert all rights in the Architect's Works, Designs and Patents in accordance with Chapter IV of the Copyright, Designs and Patents Act 1988.
 - 9.3 We will grant You a non-exclusive world-wide licence to use the Architect's Works for the Project and for any Specified Purposes and to allow Your consultants and contractors appointed to the Project to do the same.
 - 9.4 If You wish to use the Architect's Works for any purposes outside of the scope of the Project or for any Specified Purposes, You must obtain Our express written consent[, such consent may be reasonably withheld].
 - 9.5 Where any payment for the use of the Architect's Works is overdue by a period

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- 9.6 All Architect's Work
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any other purposes including, but
except where the Architect's Works
belonging to You. In such cases,
d work which does not incorporate
enter into good faith negotiations
acceptable terms for the use and/or

10. Complaints and Feedback

- 10.1 We always welcome
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for complaint.

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experience as a client of Ours is a
from You if You have any cause

- 10.2 All complaints are h
and procedure, ava

with Our complaints handling policy
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- 10.3 If You wish to com
contact Us in one of

of Your dealings with Us, please

- 10.3.1 [In writing,
department>

t name and/or position and/or

- 10.3.2 [By email,
department>

t name and/or position and/or
s>>;]

- 10.3.3 [Using Our c
form;]

g the instructions included with the

- 10.3.4 [By contacti
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<insert telephone number>> [and
when prompted.]]

11. Cancellation of Contract

Period

- 11.1 Where the Agreem
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begins once the contract between
f 14 calendar days after that date.

- 11.2 If You wish to cand
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do not have to.

the cooling off period You should
t (e.g. a letter sent by post, fax or
email address specified in these
Model Cancellation Form, but You

- 11.3 To meet the cand
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sufficient for You to send Your
f the right to cancel before the

- 11.4 If You exercise the
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receive a full refund of any amount

- 11.5 We will refund mo
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thod used to make the payment,
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any fees as a result

11.6 We will process the request for a refund without undue delay and, in any event, within the period of 14 days after 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 period. [This request must be made as a normal part of the ordering process.] By making such a request, You acknowledge and agree to the following:

11.7.1 If the Services are provided within the 14 calendar day period, You will have the right to cancel once the Services have been fully provided.

11.7.2 If You cancel the Services before provision of the Services has begun, You will be entitled to a refund of the Services supplied up until the point at which You cancel.

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

11.7.4 We will process the refund within the <<insert normal refund period>> in any event, within the period of 14 days after You inform Us of Your wish to cancel.

a result of a cancellation without undue delay and, in any event, within the period of 14 days after the day on which We are informed of the cancellation.

period You must make an express request for provision of the Services to begin within the 14 calendar day period. [This request must be made as a normal part of the ordering process.] By making such a request, You acknowledge and agree to the following:

formed within the 14 calendar day period, You will have the right to cancel once the Services have been fully provided.

provision of the Services has begun, You will be entitled to a refund of the Services supplied up until the point at which You cancel.

in proportion to the full price of the Services and the amount of the Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions of any sums already paid.

insert normal refund period>> and in any event, within the period of 14 days after You inform Us of Your wish to cancel.

12. Termination

12.1 You may terminate the Agreement by giving Us <<insert notice period>> written notice.

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

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

12.2.2 We enter into liquidation, administration or receiver appointed over Our assets;

12.2.3 We are unable to pay our debts due to an event outside of Our control (see Clause 14).

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

12.3.1 You fail to remedy the breach as required under Clause 8 (this includes failure to pay any sums of interest on overdue sums under Clause 8);

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

12.3.3 We have been unable to provide the Services for more than <<insert notice period>> weeks due to an event outside of Our control (see Clause 14).

12.4 For the purposes of Clause 12.1, the period of notice will be

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

mediate effect by giving Us written notice if:

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

administrator or receiver appointed over Our assets;

es due to an event outside of Our control (see Clause 14).

mediate effect by giving You written notice if:

as required under Clause 8 (this includes failure to pay any sums of interest on overdue sums under Clause 8);

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

e Services for more than <<insert notice period>> weeks due to an event outside of Our control (see Clause 14).

reach of the Agreement will be

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considered 'material' to the terminating party. In the event of a breach, it shall be had to whether the breach was caused by accident, mishap, mistake or misunderstanding.

trivial in its consequences to the terminating party. In the event of a breach is material no regard will be had to whether the breach was caused by accident, mishap, mistake or misunderstanding.

12.5 If at the termination

12.5.1 You have made any payment provided, the payment shall be made as soon as is reasonably possible, and no later than 10 calendar days of the termination notice;

for any Services We have not yet provided to You as soon as is reasonably possible, and no later than 10 calendar days of the termination notice;

12.5.2 We have provided any payment due will be due to You or, if no refund is due, We will invoice You for the payment in a sum of £3.

12.5.2 You have not yet paid for, the sums due to You or, if no refund is due, and You will be required to make payment in a sum of £3.

13. Effects of Termination

13.1 If the Agreement is terminated:

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13.1.1 Any Clauses of the Agreement which, by or by their nature, relate to the period after termination of the Agreement will remain in full force and effect.

13.1.1 Any Clauses of the Agreement which, by or by their nature, relate to the period after termination of the Agreement will remain in full force and effect.

13.1.2 Termination shall not affect any right to damages or other remedy which You may have in respect of any breach of the Agreement prior to the date of termination.

13.1.2 Termination shall not affect any right to damages or other remedy which You may have in respect of any breach of the Agreement prior to the date of termination.

13.1.3 Any licences granted to You will terminate but You and We will enter into good faith negotiations to grant of a replacement licence to use the Arch

13.1.3 Any licences granted to You will terminate but You and We will enter into good faith negotiations to grant of a replacement licence to use the Arch

14. Events Outside of Our Control

14.1 We will not be liable under these Terms and Conditions for any failure or delay in performing Our obligations if the failure or delay results from any cause that is beyond Our control, limited to: power failure, provider failure, strikes, lock-outs or other industrial action, riots and other civil unrest, fire, explosion, flood, subsidence, acts of terrorism (threatened or actual), war, undeclared, threatened, actual or natural disaster, or any other event that is beyond Our control.

14.1 We will not be liable under these Terms and Conditions for any failure or delay in performing Our obligations if the failure or delay results from any cause that is beyond Our control, limited to: power failure, provider failure, strikes, lock-outs or other industrial action, riots and other civil unrest, fire, explosion, flood, subsidence, acts of terrorism (threatened or actual), war, undeclared, threatened, actual or natural disaster, or any other event that is beyond Our control.

14.2 If any event described in Clause 14.1 occurs that is likely to adversely affect Our performance under these Terms and Conditions:

14.2 If any event described in Clause 14.1 occurs that is likely to adversely affect Our performance under these Terms and Conditions:

14.2.1 We will inform You as soon as is reasonably possible;

14.2.1 We will inform You as soon as is reasonably possible;

14.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We have agreed shall be extended accordingly;

14.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We have agreed shall be extended accordingly;

14.2.3 We will inform You as soon as is reasonably possible and provide details of the event and its impact on the availability of Services as necessary;

14.2.3 We will inform You as soon as is reasonably possible and provide details of the event and its impact on the availability of Services as necessary;

14.2.4 You or We may terminate the Agreement (see Clause 12).

14.2.4 You or We may terminate the Agreement (see Clause 12).

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15. Liability

- 15.1 We will be responsible for the loss or damage that You may suffer as a result of the Terms and Conditions or as a result of Our negligence or as a result of any foreseeable if it is an obvious consequence of the Terms and Conditions or if it is contemplated by You and Us when the Agreement is made. We will not be responsible for any loss or damage that is not reasonably foreseeable.
- 15.2 We will maintain and pay for insurance including public liability insurance and will provide evidence of such insurance cover to You.
- 15.3 We provide Services 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 loss or damage caused by or arising from the use of or breach of these Terms and Conditions (or the Architect) is limited to the amount of the fee payable by You to Us for the Services.]
- 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 or the Architect.
- 15.6 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud.
- 15.7 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under consumer protection legislation. For more details of Your legal rights, contact your local Citizens Advice Bureau or Trading Standards Office.

16. How We Use Your Personal Information (Data Protection)

We will only use Your personal information in the way set out in Our <<insert document name>> (e.g. Privacy Notice) at the location(s)>>.

17. Other Important Terms

- 17.1 We may from time to time amend the Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.
- 17.2 We may transfer (assign) all or part of Our rights and obligations under the Agreement to a third party (this may include if We sell Our business). If this occurs We will inform You. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will then be bound by the Agreement.
- 17.3 You may not transfer or assign Your obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).

- 17.4 The Agreement is binding on the person or third party who enforces any provision of the Agreement.
- 17.5 If any provision of the Agreement is held by any competent authority to be invalid, the validity of the other provisions of the Agreement, Conditions and the Terms and Conditions shall not be affected.
- 17.6 No failure or delay in performance by Us means that We or You will waive any subsequent breach of any provision of the Agreement or these Terms and Conditions.

18. Law and Jurisdiction

- 18.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Scotland].
- 18.2 As a consumer, You acknowledge that your country of residence does not reduce Your rights under the Agreement.
- 18.3 Any dispute, controversy or claim between You and Us relating to the Agreement or these Terms and Conditions shall be subject to the jurisdiction of the courts of [England & Wales] [Scotland], or Northern Ireland, as determined by Your country of residence.

is not intended to benefit any other person or party and no person or party will be entitled to enforce any provision of the Agreement.

Terms and Conditions is held by any competent authority to be invalid, the validity of the other provisions of the Agreement, Conditions and the Terms and Conditions shall not be affected.

ing any rights under the Agreement or these Terms and Conditions, and no waiver by Us or You of a breach of any provision of the Agreement or these Terms and Conditions means that We or You will waive any subsequent breach of any provision of the Agreement or these Terms and Conditions.

ent, and the relationship between You and Us (whether or not otherwise) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland].

mandatory provisions of the law in your country of residence. Clause 18.1 above takes away or restricts those provisions.

claim between You and Us relating to the Agreement or these Terms and Conditions or the relationship between You and Us (whether or not otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Scotland], or Northern Ireland, as determined by Your country of residence.

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THIS AGREEMENT is made this _____ day of _____

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 Customer>> of <<insert Address>> ("the Customer")

BACKGROUND:

- (1) The Architect provides services to clients and has reasonable skill, knowledge and expertise in the field of <<insert field of service>>
- (2) The Customer wishes to engage the Architect to provide the services specified below ("the Services").
- (3) The Architect agrees to provide the Services to the Customer, subject to the attached Terms and Conditions and the Customer's acceptance of the same.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, the words and expressions have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, where such information is already available to You:
- 1.4.1 The main charges for the Services;
- 1.4.2 Our identity and contact details;
- 1.4.3 The total price for the Services including taxes or, if the Price is not fixed, the manner in which it will be calculated;
- 1.4.4 The arrangements for the performance and the time by which (or within which) the Services will be provided;
- 1.4.5 Our complaints procedure.

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1.4.6 The duration of the Services shall be as applicable, or if this Agreement is of indefinite duration, the Services shall be extended automatically, the conditions for extension shall be as follows:

1.4.7 Information shall be provided during the "cooling off" period.

1.5 As required by the Consumer Protection Act (Information, Cancellation and Additional Charges)

1.5.1 all of the information shall be provided in accordance with Clause 1.4; and

1.5.2 any other information shall be provided to You about the Services or about Us via the Account when entering into this Agreement or for decision about the Services

will be part of the terms and conditions of the Services as a Consumer.

2. The Services

2.1 We will:

2.1.1 begin to provide the Services on the Start Date of <<insert date>>;

2.1.2 aim to complete the Services by <<insert date>>;

2.1.3 provide the Services at the Property located at <<insert address>>;

2.1.4 perform the Services in accordance with the specification referred to in Clause 2.2

2.2 The specification for the Services shall be as follows: <<insert full description of services to be provided>>

2.3 You and We may agree to vary the specification from time to time.

3. Fees and Payment

3.1 You will pay the sum of <<insert amount>> for the Services.

3.2 <<Insert full details of the fees to be paid>> as detailed in the Quotation>>

3.3 The Payment Schedule shall be <<insert full details>>] OR [attached].

3.4 The first Assessment dates will occur [at the start of the Payment Schedule] OR [insert period>> after the completion of the Services]. Subsequent assessment dates will occur at the assessment interval specified in the Quotation of the Services] OR [insert period>>].

4. Specified Purposes for use

4.1 The Specified Purposes for use of the Architect's Works are:

4.1.1 <<insert Specified Purpose>>

4.1.2 <<insert Specified Purpose>>

4.1.3 <<add further Specified Purposes>>.

5. Specified Contractors

5.1 The Specified Contractors are instructed only through the Architect are:

5.1.1 <<Insert full name of Specified Contractors>>;

5.1.2 <<Insert full name of Specified Contractors>>;

5.1.3 <<add further Specified Contractors if required>>.

6. Waiver of Cooling Off Period

6.1 By signing this Agreement, You agree to commence provision of the Services immediately and to waive the 14 day cooling off period referred to in Clause 11 of the Terms and Conditions to expire.

6.2 You acknowledge that You have the right to cancel Your liability to pay Us for the Services from the point at which You inform Us of Your wish to cancel in accordance with Clause 11 of the Terms and Conditions.

6.3 You acknowledge that You do not intend to cancel if the Services are fully performed within the time specified in the Agreement.

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

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

MOD  DRM

To: <<Architect to insert Architect
number and email address>>

address and, where available, fax

I/We (delete as appropriate) her
my/our (delete as appropriate) con

re (delete as appropriate) cancel
ces dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

S

A

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P



E