



Conditions of Engagement for domestic projects

England and Wales

1. General

- 1.1 “the Member” is a Chartered Architectural Technologist and a Member of the Chartered Institute of Architectural Technologists.
- 1.2 “the Client” is a home owner/occupier who commissions services from a Member.
- 1.3 “the agreement” means the agreement between the Member and the Client including these Conditions of Engagement.

2. Member’s services

- 2.1 The Member will provide the Client with a list of services to be provided by the Member (appointment letter).
- 2.2 The appointment letter provided by the Member and the fees it contains, are valid for 3 calendar months from date of issue.
- 2.3 Unless otherwise specified, normal working hours are between 08.30 hours and 18.00 hours, Monday to Friday. Any requirement to work outside of these hours may require the Member to charge the Client an additional fee. Such additional fees shall be provided in writing by the Member and agreed between the Member and the Client as soon as possible.

3. Client’s responsibilities

- 3.1 The Client will provide a clear explanation of the project and any relevant information the Member needs to carry out his services.
- 3.2 The Client will provide the Member with clear information about the Client's budget and required timescales for completion of the Member's services and the project.
- 3.3 The Client shall appoint any other professional specialist services whose fees shall be separate from, and additional to, those charged by the Member. The Member shall not be responsible or liable for the work of those other professional specialist services.
- 3.4 The Client will be available at all reasonable times throughout the project in order to give prompt consideration to the Member's advice and the Member's queries and to provide prompt responses.
- 3.5 Where the Member is acting as contract administrator under the building contract, the Client will not impede or interfere in the Member's communication with the building contractor nor in the giving of instructions to the building contractor nor in the provision of certificates issued by the Member.
- 3.6 The Client will provide free access to all parts of the site concerned and indemnify the Member against any costs incurred by such access as required for the successful and safe execution of the works.
- 3.7 The Client will arrange clearance for access and permits to access the site concerned where required.
- 3.7.1 If the Member cannot execute the works due to inadequate clearance or access, the Member will charge the appropriate rate for the time spent. Should the Member be requested to leave site before any works have been carried out, for whatever reason, and be asked subsequently to return to site to execute the original works, further travel/mobilisation fees will be applied.
- 3.8 The Client will sign and return a copy of these Conditions of Engagement to the Member to indicate acceptance of the fees quoted by the Member in his appointment letter. Should other written or verbal agreement be given by the Client, then the Member will accept this as a binding legal agreement.

4. Member’s responsibilities

- 4.1 The Member will advise the Client regarding a realistic timetable for the implementation of the project and shall inform the Client of methods to ascertain the estimated costs of the building work.
- 4.2 Where the Member considers other consultants, specialist contractors or sub contractors are required to undertake part of the design work, the Member shall advise the Client of this requirement.
- 4.3 The Member shall integrate into the design for which they are responsible for the designs of the other consultants, specialist contractors or sub contractors.
- 4.4 The Member, if specifically instructed to do so by the Client, shall make such periodic inspections of the building works as he considers reasonably necessary to check the progress of the works and to see that the building contractor is generally complying with the requirements of the building contract documents.
- 4.5 The Member shall not be responsible for the work of the building contractor nor for any failure of the building contractor to complete the building work in accordance with the terms of the building contract.
- 4.6 The Member shall act in a fair and impartial manner as between the Client and the building contractor, when administering the building contract.
- 4.7 The Member will act as the Client's agent to apply for any necessary statutory approvals (such as planning permission and

building regulations approval) but does not guarantee that such approvals will be obtained.

4.8 The Member shall carry out their duties and obligations and provide the services with reasonable skill and care.

5. Fees

- 5.1 Invoices are issued by the Member to the Client at the conclusion of each Work Stage or at intervals of 30 days, whichever is less. Any discrepancies with the invoice should be reported to the Member within 7 days of issue; else the Member shall deem that the contents are accepted.
- 5.2 The Client shall pay the invoiced fees within 14 days of the date of the Member's invoice, unless otherwise agreed. The Member reserves the right to suspend the provision of all services if payment is not received within this time period.
- 5.3 The Member's fee shall not include VAT which shall be charged to the Client in addition to Member's fee, if the Member is registered for VAT.
- 5.4 The Member's fees shall not include local authority fees or charges associated with statutory approvals and other professional or specialist services.
- 5.5 The amount of any expenses (including but not limited to printing, photography, hotels, travel and subsistence) to be charged to the Client in addition to the Member's fee shall be agreed between the Member and the Client.
- 5.6 A Member shall be entitled to charge interest on any fees that are unpaid after the agreed date for payment. Interest shall be charged at 5% above the Bank of England base rate from time to time.
- 5.7 If the Client changes the services to be provided by the Member:
- 5.7.1 Any increase to the services will entitle the Member to charge the Client an additional fee. Such additional fee shall be based on the current hourly rate being charged by the Member, and will include travel expenses if the additional work requires a site visit; and shall be provided in writing by the Member and agreed with the Client as soon as possible.
- 5.7.2 Any reduction to the services will entitle the Client to a reduction in the Member's fee. Such reduction shall be provided in writing by the Member and agreed with the Client as soon as possible.
- 5.8 The Member reserves the right to make adjustments to their hourly rate when involved with additional work and expense for reasons beyond his control and for which the Member would not otherwise be remunerated. This may include the following:
- 5.8.1 The preparation and submission of a further set of planning application drawings following refusal of planning approval (approvals are not guaranteed, as stated in 4.7); changes in instructions from the Client, which may include design changes to submitted documentation as a consequence of initial recommendations from the local authority or any other party; considerations of notices, applications or claims by the Contractor under a building contract; delays in the building contract operations, causing extensions to the contract period; disputes between the Client and Contractor, causing extended contract administration; bankruptcy or liquidation of the Contractor or Client which may require the Member to represent any party; or any other causes beyond the control of the Member.
- 5.9 The Member does not allow for retention clauses.
- 5.10 Where under Work Stages drawings / documents are produced for the purpose of submission for statutory approvals, those drawings / documents may only be released by the Member upon receipt of full of fees up to and including those to which the approvals may relate.

6. Copyright

- 6.1 The copyright in all designs, drawings, reports, models, specifications, bills of quantities, calculations and any other documents prepared by the Member ("the Documents") shall remain vested in the Member. As long as the Member has received the payment of any fees properly due and owing, the Member grants a licence to the Client to copy and use the Documents for the purposes of the project only (excluding any extension of the project). The Member shall not be liable for any use of the Documents for any purpose other than that for which they were prepared and provided by the Member.
- 6.2 Drawings and/or other documentation are issued to the Client in portable document format (.pdf) as standard; the Member is under no obligation to issue working files to the Client; the Member may provide this at their discretion.
- 6.3 The Member shall not be liable if the Client, or someone instructed by the Client modifies the deliverables provided by the Member, including for any extension of the project.

7. Duration of Member's liability

- 7.1 The Member shall have no liability to the Client under the agreement after the expiry of six years from completion of works.
- 7.2 The Member holds Professional Indemnity Insurance.

8. Termination

- 8.1 Either the Client or the Member may terminate the agreement by giving the other fourteen days written notice of termination of the agreement. No reason needs to be given for terminating the agreement.
- 8.2 The agreement shall terminate immediately if:
- 8.2.1 the Client (or any one of them if there is more than one) is adjudged to bankrupt or enters into a voluntary arrangement with creditors;
- 8.2.2 the Member dies.
- 8.3 Upon termination of the agreement, the Client will pay the Member's fee for services provided up to the date of termination.

9. Disputes

- 9.1 If the Client and the Member are themselves unable to resolve any disputes between them arising out of the agreement:
- 9.1.1 the Client or the Member can start Court proceedings;
- 9.1.2 the Client or the Member can refer the dispute to the Chartered Institute of Architectural Technologists' Dispute Resolution Scheme which is run independently by the IDRS, a subsidiary of the Chartered Institute of Arbitrators.

10. Law

- 10.1 The laws of England and Wales apply to the agreement.

I understand and accept these Conditions of Engagement.

Signed: _____

Date: _____

Name: _____

Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008

In accordance with the above Regulations, if the Conditions of Engagement agreement has been signed in the client's home or place of work, the client has 7 days cooling off period from the date of signing in which the agreement can be cancelled.

Cancellation Notice

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to, but you do not have to. (Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

To _____ (Name of Chartered Architectural Technologist)

Address: _____

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract _____ (Chartered Architectural Technologist to insert reference number, code and other details to enable the contract or offer to be identified. He may also insert the name and address of the client.)

Name and address: _____

Date: _____