

Draft RIAI Agreement between Client and Architect for the Provision of Architectural Services

Note: In the event that the Architect is appointed as Assigned Certifier there is a form of a separate agreement to be signed by both parties

.....(Client)
of

appoints(Architect)
of

as architect for (Project)
of

On the terms and conditions in this document.

The architect will provide the client with the standard services at [A], together with any additional services specifically agreed. The client will pay the architect the charges at [B], and reimburse the architect for costs incurred at [C].

Signed.....(Client)

Witnessed by (Date)

Signed(Architect)

Witnessed by(Date)

The client and architect should initial any amendments they make to the agreement.

If the architect is a Company, the following should be completed in lieu of signing the above.

Present when the agreement was signed.

Director:

Director:

Secretary: (Date)

[A]: SERVICES TO BE PROVIDED

Within each work stage below there are two sets of services listed. The first set, "standard services" are those that will be provided by the architect for the charge agreed at [B] below. The second set "additional services" will be provided by agreement between the architect and the client on a time charge basis at the hourly rate noted at [B] below. Only those additional services ticked will be provided .

Work Stage 1: Inception & General Services

(no charge if project proceeds & time charge if not)

Standard Services

- Take client's instructions.
- Obtain information about the site from the client.
- Visit the site and carry out an initial appraisal.
- Provide general advice on the need to obtain Planning Permission, comply with Building Regulations and with other statutory requirements.
- Advise client on the need to appoint a Design Certifier and an Assigned Certifier under the Building Control Act.
- Advise client on legislation requirements, such as the Building Control Act; Protected Structures; Energy Performance Building of Building Directive (EPBD); Disability Access Certificates, and retrospective Fire Safety Certificates where additional services may occur.

Additional Services

1. Assist the client in preparation of client's requirements.
2. Advise the client on methods of procuring construction.
- 3 Advise on the need for specialist contractors and suppliers to design and execute the parts of the works .
- 4 Assess the competence of proposed design team and other consultants.
- 5 Carry out such studies as may be necessary to determine the feasibility of the Client's requirements.
- 6 Review with Client alternative design and construction approaches and cost implications.
- 7 Develop the client's requirements.
- 8 Advise on environmental impact.
- 9 Advise on the selection and suitability of sites.
- 10 Negotiate in relation to sites or buildings.
- 11 Negotiate with regard to rights of light or rights of support and party walls.
- 12 Works to protected structures.
- 13 Any other service required in connection with a building project which is not listed above.

Work Stage 2: Outline Proposals {10 % of Total Charge}

Standard Services

- Take client's instructions.
- Analyse the Client's requirements; prepare outline proposal on client's further instructions.
- Provide information to discuss proposals with and incorporate input of other consultants (where appropriate).
- Provide information to other consultants for the preparation of an approximation of construction cost (where appropriate):
 - Prepare an approximation of construction cost.

Additional Services

1. Prepare additional proposals, where appropriate.
2. Propose a procedure for cost planning reporting and control.
3. Provide information to others for cost planning and control.
 - Operate the procedure for cost planning and control throughout the project.
- 4 . Prepare and keep updated a client's cash flow programme for the project.
- 5.Prepare special presentation drawings, brochures, models or technical information for use of the client or other.
6. Carry out negotiations with tenants or others nominated by the client.
- 7.Carry out surveys of sites or buildings, structural surveys, soil investigations, condition surveys and other similar investigations.
- 8.Prepare development plans for a large building complex or prepare layout of an area greater than which is to be developed immediately.
9. Provide services in connection with demolition works.

Work Stage 3: Scheme Design (25% of total charge)

Standard Services

- Take client's instructions.
- Develop scheme design from approved outline proposals, on client's further instructions indicating architect's interpretation of client's instructions but not in detail adequate to enable quantities to be prepared or tenders obtained.
- Provide information to other consultants for the preparation of cost estimate (where appropriate).
- Prepare preliminary timetable for construction.
- Consult with Assigned Certifier
- Consult with planning authorities.
- Consult with fire authority.
- Consult with environmental authorities.
- Prepare an application for planning permission.

Additional Services

1. Consult with licensing authorities.
2. Consult with statutory undertakers.
3. Consult with tenants or others nominated by the client.
4. Conduct exceptional negotiations with planning authorities.
5. Prepare multiple applications for planning permission.
6. Make revisions to scheme design to deal with requirements of planning authorities.
7. Revise planning application.
8. Carry out special constructional research for the project including design of prototypes, mock-ups or models, etc.
9. Prepare, submit and conduct Statutory Appeals.
10. Provide financial advisory services, including outline cost plans, prepare schedules of rates or schedules of quantities, replacement cost and surveys and information relating to grant applications.
11. Preparation of additional documentation for planning applications and/or heritage assessment reports in respect of protected structures and/or monuments protected by legislation.
12. Disability Access Certificate.
13. Retrospective Fire Safety Certificate.

Work Stage 4: Detail Design / Building Regulations

(20% of total charge)

Standard Services

- Take client's instructions.
- Develop detail design from approved scheme design, on client's further instructions.
- Consult with Building Control Authority.
- Advise client on the need to engage suitable consultants, builder, specialists, sub-contractors and suppliers to act as Ancillary Certifiers under the Building Control Regulations.
- Provide information to Assigned Certifier for inclusion in Preliminary Inspection Plan on proposed inspection necessary to provide Ancillary Certificate on completion,
- Provide information to, discuss proposals with, and incorporate input of other consultants into detail design (where appropriate).
- Provide information to other consultants for the preparation of cost estimate (where appropriate)
- Prepare documentation to indicate general compliance of design with Building Regulations and other statutory requirements.
- Prepare and lodge Fire Safety Certificate application

Lodge Commencement Notice under Building Regulations (for developments where Article 9 (1)(b) of the Building Regulations 1997-2009 does not apply)

Additional Services

1. Agree form of building contract and explain the client's obligations thereunder.
2. Conduct exceptional negotiations for approvals by statutory authorities.
3. Lodge appeal for dispensations under Building Regulations.
4. Carry out special construction/architectural research in connection with detail design, construction or testing of prototype buildings and models.
5. Provide special acoustic services.
6. Carry out amendments, revisions or alterations to approved scheme design on client's instructions.

Work Stage 5: Production Information

(20% of total charge)

Standard Services

- Take client's instructions.
- Prepare production drawings from approved detail design on client's further instructions.
- Prepare specification.
- Provide information for the preparation of bills of quantity and/or schedules of works (where appropriate) (a) Prepare schedule of works for tender purposes (where appropriate).
- Provide information to discuss proposals with and incorporate input of other consultants into production information (where appropriate).
- Co-ordinate production information.
- Provide information to other consultants for their revision of cost estimate (where appropriate).
- Review timetable for construction.
- Prepare an appropriate inspection plan and provide this to the Assigned Certifier for inclusion in the Inspection Plan (where applicable)

Additional Services

- 1.Prepare other production information.
- 2.Submit plans for proposed building works for approval of landlords, financial institutions, free-holders, tenants or others as requested by the client.
- 3.Provide interior design services.
- 4.Provide room data sheets for buildings other than Class 3 buildings.
- 5.Advise on commissioning or selection of works of art.
- 6.Carry out amendments, revisions or alterations to detail design or production information on client's instructions.
- 7.Provide space planning services.
- 8.Provide services in connection with data communication installations.

Work Stage 6: Tender Action

(2.5% of total charge)

Standard Services

Take client's instructions. Advise on and obtain the client's approval to a list of tenderers for the building contract. Invite tenders. Appraise and report on tenders with other consultants. Report on tenders to client. Negotiate a price with a contractor.

Additional Services

1. Assist other consultants in negotiating with a tenderer.
2. Assist other consultants in negotiating a price with a contractor.
3. Select a contractor by other means.
4. Revise production information to adjust tender sum.
5. Arrange for separate contracts to be let prior to the main building contract, where appropriate

Work Stage 7: Project Planning

(2.5% of total charge)

Standard Services

- Take client's instructions.
- Advise client on the appointment of the contractor and on the responsibilities of the parties and the architect under the building contract.
- Issue to the Assigned Certifier an inspection notification framework for inclusion in the Inspection Notification Framework. Liaise with the Assigned Certifier, Builder and design team in this regard.
- Prepare the building contract and arrange for it to be signed.
- Prepare drawings and documentation to show compliance of design with Building Regulations. Schedule and obtain Ancillary Certificates from other consultants. Issue a Certificate of Compliance (Design) for lodging with the Commencement Notice. Co-ordinate, compile and schedule the plans, calculations specifications and particulars that are to be included on the schedule to be lodged at commencement and to which the Design Certificate relates. Provide this documentation to the Assigned Certifier.
- Monitor production of Bonds and Collateral agreements.

Additional Services

1. Provide services in connection with demolitions.
2. Arrange for other contracts to be let subsequent to the commencement of the building contract.
3. Carry out amendments, revisions or alterations to production design on client's instructions.

Work Stage 8: Operations on Site and Completion (20% of total charge)

Standard Services

- Take client's instructions.
- Administer the terms of the building contract.
- Conduct meetings with the contractor to review progress.
- Provide production Information as required by the building contract.
- Provide information to other consultants for the preparation of financial reports to the client (where appropriate).
- Inspect the works in accordance with the inspection plan, Inspection Notification Framework (INF) and contract documents. Report on this to the Assigned Certifier. At appropriate stages or intervals provide to the Assigned Certifier all ancillary certificates or test results which you have obtained. Advise the Assigned Certifier of any proposed amendments to your inspection plan during the course of the work.
- Provide the Assigned Certifier with an Ancillary Certificate of Compliance on Completion.
- On completion or when requested provide the Assigned Certifier with your plans, calculations, specifications and particulars to show compliance with Building Regulations.
- Provide Architects Opinion on Compliance with Planning Permission and Building Regulations, (where applicable) in respect of the completed building.

Additional Services

1. Provide as-built drawings showing the building and the main lines of drainage
2. Give general advice on maintenance
3. Provide site staff for frequent or constant inspection of the works
4. Administer terms of other contracts
5. Provide specially prepared drawings of a building as built
6. Prepare drawings for conveyancing purposes
7. Compile maintenance and operational manuals
8. Incorporate information prepared by others in maintenance manuals
9. Prepare a programme for the maintenance of a building
10. Arrange maintenance contracts
11. Provide services for direct labour contracts
12. Act as coordinator in connection with separate trades where more than one contractor is employed
13. Negotiate delay/disruption claims on a contract
14. Carry out amendments, revisions or alterations to production/tender information on client's instructions
15. Assist in the preparation of co-lateral agreements.
16. Site inspections additional to those in the inspection plan. Amendments to inspection plan.
17. Additional work where design team, certifiers, builder or others do not comply with Building Regulations, inspection plan or assigned certifiers requirements.
18. Attendance or advice on disputes between design team, builder, Building Control and Assigned Certifier.

[B]: CHARGES

Standard Services

The charge is to be (insert figure in either of the two following)

.....% of the Total Construction Cost*. Where no building contract will be entered into the costs of the work will be calculated using the current RIAI Cost Guidelines figures for such work.

Or

€..... This is to be used where the charges are agreed on a lump sum basis.

The percentage or lump sum charge includes a retainer of € payable in advance of the architect commencing work.

Additional Services

The hourly rate for additional services and any other agreed work agreed to be charged on a time basis is:

For principals: €.....

For technical staff: €.....

Value Added Tax at the standard rate (at present 21%) is applicable to all charges.

Estimate of Total Construction Cost

€.....Architect's initial estimate of building cost at Work Stage 2 – see item 6 of the Terms and Conditions on page 6 of this agreement. If the initial estimate/project budget cannot be agreed at this stage, the architect will use the RIAI Cost Guidelines figures. The Cost Guidelines sets down, for guidance only, an average range of costs for some project types. It is used here only to indicate to the client the order of costs that will be incurred in the engagement of the architect. It is essential that from Stage 3 onwards the projected construction costs are budgeted on the basis of the agreed scheme so that its particular nature is accounted for.

* 'Total Construction Cost' is defined as the cost of all work including site development works, certified by the architect and executed under the architect's direction. It excludes VAT, planning fees and charges, loose furniture and fittings.

[C]: PROVISIONAL ESTIMATES OF COSTS WHICH WILL BE INCURRED

Expenses

- Printing and copying of drawings and other documents
- Site Investigations
- Dimension Surveys
- Travel to/from site or elsewhere (Rate _____ per km)
- Making of architectural models
- Other expenses (specify)
- Value Added Tax at the standard rate is chargeable on Expenses

Costs

- Statutory Fees, Planning application charges and Commencement Notices
- Planning Application costs, Newspaper and site notices
- Ordnance Survey Maps
- Post, telephone, fax, courier
- Photography
- Other cost (please specify)

TERMS AND CONDITIONS OF THE AGREEMENT

1 Warranty of RIAI Membership

The architect warrants that she/he is a Registered Member of the Royal Institute of the Architects of Ireland

2 Architect's duties

The architect will:

- exercise reasonable skill and care on the project in accordance with the normal standards of the architect's profession, and will provide the client with the services agreed,
- not start any Work Stage without the client so requesting,
- take account of the client's budget,
- make only such alterations, additions and omissions to the agreed drawings and specifications as he considers are in the client's
- Interest, and inform the client of such alterations, additions, omissions and of their cost implications.
- keep the client informed of any significant increases in cost during construction,
- act on the client's behalf in the matters set out in this agreement, and
- administer the building contract as the client's agent, while acting impartially between the client and contractor.
- advise the client of his responsibility to appoint competent persons to undertake the roles of an Assigned Certifier, Design Certifier, Builder and Ancillary Certifiers for compliance with Building Regulations.
- advise the client of his responsibility to appoint a Project Supervisor Design Process (PSDP) and a Project Supervisor Construction Stage (PSCS)

3 Client's duties

The client will:

- provide the architect with all the information necessary to enable the appropriate design to be prepared,
- employ a contractor under a separate agreement to undertake building or other works, 3. hold the contractor (and not the architect) responsible for the supervision of construction work, for the operational methods, techniques, sequence of procedures and safety precautions. for the proper execution and completion on time of the building work, for any design work the contractor undertakes, and for the remedying of defects in accordance with the terms of his contract with the client, and
- not engage anybody to do any work on the project unless the architect so agrees, as this may have implications for the building contract.
- make a separate appointment for Project Supervisor (Design Process) (PSDP) and Project Supervisor (Construction Stage) (PSCS)
- make a separate appointment for the Assigned Certifier. Comply with the requirements of the Building Control Act and Regulations as they apply to building owners which includes for the giving of notices and the appointment of suitable competent persons to design, construct and certify the works.

4 Consultants, Subcontractors and Suppliers

Specialist consultants, sub-contractors or suppliers may be appointed on the architect's recommendation in relation to specialist trades and/or goods or services forming part of the building works. Where such persons design part of the work, the client shall separately engage and pay those people and shall hold them solely responsible for the performance of their design.

5 Inspection of building work

During Work Stage 8 the architect will visit the site at intervals s/he considers appropriate to the stage of construction to inspect the progress and quality of the work and to determine that the work is being carried out generally in accordance with the contract documents and as set out in the inspection plan and notification framework agreed at the commencement of the work. Frequent or constant inspection does not form part of the standard services at [A]. It is the contractors responsibility to supervise the building work.

6 Charges and costs incurred

Percentage charges are calculated on the VAT exclusive value of the building, including fitting-out and loose furniture work with which the architect is involved. Before tenders are obtained, that value is the architect's estimate of cost. After tenders are obtained, the value is the lowest tender(s) recommended to the client. After building work is done, the value is the final account(s) for the work.

Where no building contract is to be entered into and the client intends to completed the works through his own company or by direct labour, the total construction costs to be used to establish the architects charges shall be agreed to be one of the following:

1. The upper cost stated in the RIAI Cost Guidelines leaflet for the relevant type of work.
2. An estimate prepared by a quantity surveyor based on detailed measurement of the scheme at completion of Stage 5.
3. An estimate prepared by a competent building contractor based on information equivalent to completion of Stage 5.

If the parties do not agree on any of the three foregoing methods, the average of the three foregoing methods shall apply.

Where costs cannot be agreed at Stage 1, the RIAI Cost Guidelines figures shall be used to establish a basis for agreement on charges and costs. As the project develops the cost shall be revised at each stage so as to be based on the specific proposals as they are agreed with the client.

Time charges are based on hourly rates for principals and other professionals and technical staff. The architect will keep records of time spent on any services performed on a time charge basis, and make such records available to the client on reasonable request.

The estimates of costs which will be incurred at [C] are provisional and subject to recalculation on the basis of the actual cost. Where the architect is being reimbursed for costs incurred, s/he will maintain records of all such costs, and make such records available to the client on reasonable request.

Invoices are to be paid no later than 28 days after they are received by the client. The architect will not start work on a Work Stage until any invoices for work on previous Work Stages have been paid in full.

Where the amount shown as due on any charges/expenses has not been paid in full within one calendar month of the date of the relevant account, the client will be liable for interest thereon at the current AA overdraft rate calculated monthly from one month after the account date.

7 Omitted work and Changes

The architect will be entitled to charge in accordance with [B] for work done to Work Stage 4 in respect of all work included in the tender or estimated cost which the client subsequently omits from the project, and to charge at hourly rates for any changes at the client's requests of designs which the client has previously approved.

8. Architect's Liability

The architect's liability shall extend:

- to a term of six years beginning on (a) the architect's issue of the Certificate of Practical Completion under the building contract, (b) the conclusion of the service or (c) the termination of the commission as the circumstances dictate, and the architect's liability shall terminate as soon as any of these terms has expired, and
- to the cost of making good any construction defects which are established as being caused by the architect's negligence or breach of contract, but not to the cost of making good any loss consequential on such defects.

9. Copyright

Copyright in all drawings and documents prepared by the architect and in any work carried out from those documents shall remain the architect's property. The architect grants the client a licence to use, for this project only, the designs which the client has commissioned, provided that the charges to the appropriate Work Stage have been paid by the client.

10 Suspension and termination

The client may suspend the architect's performance of any or all of the agreed services, and either party may terminate the architect's appointment, on the expiry of reasonable notice given in writing.

On suspension or termination of the architect's appointment, s/he will be entitled to be paid for all work completed up to that time. Where the client suspends or terminates the appointment, the architect will be entitled to an allowance for loss of profit, to be one-tenth of the agreed amount which would have been charged had the architect been retained for the subsequent Work Stage.

11 Disputes

The Building Control Act 2007 provided for the establishment of the Professional Conduct Committee (PCC). The role of the PCC is to adjudicate on complaints of breaches of professional standards and of the RIAI Code of Conduct. Where the PCC considers a complaint and is of the opinion that a prima facie case has not been established it shall not proceed further. Where the PCC is of the opinion that there is a prima facie case, and it considers it appropriate, it may seek resolution of the complaint by mediation otherwise the PCC may decide to hold an inquiry.

Any dispute as to the proper interpretation of this document may, by agreement between the client and the architect, be referred to the President of the RIAI or to the President's nominee for a ruling, provided that such a ruling is sought on a joint statement of undisputed facts and the parties undertake to accept the ruling as final and binding.

Insert any agreed amendments to the Terms and Conditions:

.....
.....

BRIEFING NOTE TO THE CLIENT

NOT FORMING PART OF THE AGREEMENT

The charges and terms in this agreement are for guidance only. You and your architect are free to negotiate between yourselves the scope of services, the charges and terms and conditions of this agreement.

Services

The services performed by architects fall into four distinct categories:

- Standard Services Schedule "A"
- Schedule "B" Services
- Schedule "C" Services
- Schedule "D" Services

Standard Services Schedule "A"

The services set out in this Schedule are those services to be performed where an architect has been engaged to design a building project and to see its construction through to completion. These Services are listed at Section [A].

Schedule "B" Services

Those services, some of which may be required in connection with a building project, provision for which is not made under Schedule "A". These services are described at each of the eight Work Stages under "Additional Services" and are charged on a time basis or as an agreed sum. You and your architect should record any additional services required and agree the charge.

Schedule "C" Services

Those services which are not related to the design of a building project. These services are as follows :

- *Assigned Certifier in accordance with Building Control Amendment Regulations S.I. no.9 of 2014*
- *Litigation and arbitration; qualifying to give evidence; settling proofs; conferences with solicitors and barristers; attendance in courts or before arbitrators or in other tribunals; other services in connection with litigation and arbitration.*
- *Land surveying and levelling; surveying and making plans of towns, villages, streets or roads, estates or grounds, taking levels, setting out streets or roads; other services in connection with land not otherwise specifically provided for elsewhere in the Schedules.*
- *Structural and/or building conditions surveys; inspecting, reporting and advising on the structural, decorative, sanitary condition and/or state of repair of premises; inspecting; reporting and advising on the compliance or otherwise of existing buildings with relevant statutory requirements .*
- *Dimensional surveys of the property or building*
- *Dilapidations; estimating dilapidations; preparing, furnishing or checking schedules of dilapidations; negotiating settlement of claims and provision of other services in connection with dilapidations.*

- *Insurance claims, inspecting, reporting and advising on damages; preparing claims and negotiating settlement of same in connection with or arising out of any policy of insurance. Preparation of additional documentation for planning applications and/or architectural heritage assessment reports in respect of protected structures and/or monuments protected by legislation.*

Schedule "D" Services

These services are normally provided by consultants, some or all of which may be provided by an architect's own office or by consultants in association with an architect.

- (a) Quantity Surveying
- (b) Structural Engineering
- (c) Mechanical Engineering
- (d) Electrical Engineering
- (e) Landscape and Garden Design
- (f) Project Management
- (g) Civil Engineering
- (h) Town Planning
- (i) Furniture Design
- (j) Graphic Design
- (k) Industrial design
- (l) Assigned Certifier

Expenses & costs

In addition to the charges made, the Architect shall be paid for all costs properly incurred in connection with the appointment including the following:

- Printing, reproduction or purchase costs of all documents, drawings, maps, models, photographs and other records, including all those used in communication between architect, client, consultants, contractors, sub-contractors and suppliers notwithstanding any obligation on the part of the architect to so supply such documents to those concerned.
- Travel to and from site or elsewhere (Rate _____ c per mile)
- All payments made on behalf of the client, such as expenses incurred in advertising for tenders and resident site staff (including the time and expenses of interviewers and reasonable expenses for interviewees), and cost of publishing Notices of intent to seek Planning Permission.
- Fees and other charges for specialist professional advice, including legal advice, which have been incurred by the architect with the specific authority of the client, including any fees paid to the Planning Authority, Building Control Authority, An Bord Pleanála, in respect of planning applications, Fire Safety Certificate application or any other such charges.
- Postage and telephone charges (where these are exceptional), messages, telegrams, cables, facsimiles, air-freight and courier services.
- Rental and hire charges for specialised equipment where required and/or agreed by the client.
- Any other costs necessarily incurred and notified to the client.

- The amount of any Value Added Tax on the charges and costs of the architect arising under legislative enactment will be chargeable to the client in addition to the architect's charges and costs.
- If the project is abandoned, the architect is entitled to the appropriate proportion of the full percentage charge for the services provided; these charges are calculated on the total estimated or construction cost at the time of abandonment. The project is deemed to be abandoned if the instructions necessary for the architect to continue the work are not received from the client within six months after such instructions are requested.

Methods of Charging

- Methods of charging for Schedule "A" are as detailed at Section [B] of this agreement.
- Methods of charging for Schedule "B" are on a time basis or lump sum.
- Methods of charging for Schedule "C" are shown as agreed and noted between the client and architect at each Work Stage.

Schedule "C" services are charged on a time basis or lump sum. In relation to "Land surveying and levelling services", the charge may be an agreed sum based on the size of the area in question and the nature of the survey required.

- Schedule "D" services are charged following negotiation between the parties or as provided for in this agreement.

Percentage Charges

The percentage charges as set out in the Independent Fee Survey in respect of the provision of "Standards Services Schedule A" vary due to the complexity of the building and the Total Construction Cost.

The variations in relation to Complexity and Total Construction Cost are shown in the RIAI Produced Independent Survey. Three building categories of complexity are listed below as guidance. Higher percentage charges apply for more complex buildings and lower percentage charges for simpler buildings.

Category 1: Very simple buildings without functional or environmental complexity on uncomplicated sites eg. warehouses, barns, storage sheds, advance factory units.

Category 2: Most types of buildings excluding housing and excluding categories clearly falling within Class 1 or Class 3.

Category 3: Buildings which, of their nature, are complex or otherwise exceptionally demanding on the designer, e.g. one-off houses, hospitals, complex research facilities, churches, theatres, restoration of historic building and protected structures including additions thereto and monuments protected by legislation.

Charges for Additional Work.

In respect of any building work added to the project after completion by the architects of Work Stage 4, the architect is entitled to payment of the full amount of the applicable percentage in relation to the value of the added work and, where Substantial re-design of the building is involved, in whole or in part, the architect is entitled to the full fees in respect of any repeated Work Stages.

Repetition of Distinct Buildings

When several buildings (excluding housing), being in all respects repetitions of one design, are erected at the same time from a single specification and one set of drawing and under one contract, then the applicable percentage fee is payable in respect of one such building and one-half of the applicable percentage fee is payable in respect of each repetition. The reduction of fee so arising applies only to the buildings and not to site work or to works below ground level: the reduction shall not apply to that portion of the fee pertaining to Work Stages 5-8.

The Architect

Your architect is a Registered Member of the RIAI. By Education, training and experience s/he is equipped to advise on all matters related to building, to assist you in all stages of the building project and to administer the building contract impartially between the employer and the contractor.

In Ireland the title of “Architect” was protected in Law, in April 2007 by the Building Control Act 2007. The Building Control Act prohibits persons calling themselves “Architect” unless they are registered on the RIAI Register of Architects.

Legally it will be an offence to offer architectural services using the title “Architect” unless they are so registered when the Act is commenced.

The Royal Institute of the Architects of Ireland

Founded in 1839, the RIAI is the representative body for professionally qualified architects in Ireland, and is designated by the State as the Competent Authority for the Architectural Profession in Ireland in relation to the EU Directive on the Recognition of Professional Qualifications. The RIAI is recognised under Article 46 of Directive 2006/36/EC on the mutual recognition of diplomas, certificates, and other evidence of formal qualifications in architecture. The Institute is a member of the Architects’ Council of Europe and the International Union of Architects. The Institute’s objectives include the advancement of architecture; the promotion of high standard of professional conduct and practice; and the protection of architectural training and education.

A high standard of professional competence among RIAI members is required through examination prior to admission, and maintained by information programmes and obligatory continuing professional development.

Disputes

The Building Control Act 2007 provided for the establishment of the Professional Conduct Committee (PCC). The role of the PCC is to adjudicate on complaints of breaches of professional standards and of the RIAI Code of Conduct. Where the PCC considers a complaint and is of the opinion that a prima facie case has not been established it shall not proceed further. Where the PCC

is of the opinion that there is a prima facie case, and it considers it appropriate, it may seek resolution of the complaint by mediation otherwise the PCC may decide to hold an inquiry.

Any dispute as to the proper interpretation of this document may, by agreement between the client and the architect, be referred to the President of the RIAI or to the President's nominee for a ruling, provided that such a ruling is sought on a joint statement of undisputed facts and the parties undertake to accept the ruling as final and binding.

Range of Charges

The RIAI Produced Independent Fee Survey which is available from the RIAI Bookshop covers many commercial types and you should refer to the building type appropriate to your project.

The range of charges are based on an Independent Fee Survey conducted by an international survey company and is based on market information and are neither mandatory, minimum or recommended but are published as consumer information for the purposes of negotiation between clients and architects.