



# Agreement between Client and Architect for Domestic Works

Edition 2 (September 2016)

Note: In the event that the Architect is appointed as Assigned Certifier there is a separate agreement for which there is a specific and separate RIAI form to be signed by both parties.

of  (Client)

appoints  (Architect)  
of

as architect for  (Project)  
of

on the terms and conditions in this document.

The architect will provide the client with the services at [A], together with any services added at [C]. The client will pay the architect the charge at [B], together with any charges added at [C], and reimburse the architect for costs incurred at [D].

The Architect warrants that s/he is a Registered Architect and a Member of the RIAI.

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)

Note: The Client and Architect should sign a separate Agreement for appointment of the Architect as Project Supervisor (Design) Process, in the Client / Architect Agreement form available from the RIAI.

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## [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/s 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: Initial Design and General Services

(25% of total charge)

#### A. Standard Services (Schedule A)

- Take client's instructions.
- Advise client on the need to appoint a Design Certifier and an Assigned Certifier under the Building Control Act (for projects to which S.I. No.9 of 2014 of Building Control (Amendment) Regulations applies) if appropriate.
- Advise client on the 'opt-out' provisions of S.I.365 of the Building Control (Amendment) (No.2) Regulations 2015.
- Advise client on legislative requirements, such as Building Control Act; Protected Structures; Energy Performance Building Directive (EPBD); Project Supervisor Design Process (PSDP); Project Supervisor Construction Stage (PSCS); or any subsequent changes in legislation, where additional services may occur.
- Discuss scope of service, charges and content of Client-Architect agreement.
- Work with the client to establish the brief for the project, to include discussion of client's wishes as to accommodation, quality, cost and time.
- Agree communication methods, and person authorised to give client instructions to the architect.
- Agree approximate project timescale.
- Examine the site and make an initial appraisal of its architectural possibilities.
- Prepare outline design proposal to respond to client's requirements for the project.
- Present the proposal to the client and discuss its implications.
- Provide initial advice on project cost.
- Advise on the need for specialist consultants.
- Advise on planning, building and safety and health regulations insofar as these bear on the project.
- Agree project estimated cost, scope of service and architect's charges in writing.
- Co-ordinate the design of all other consultants engaged by the client.

### Work Stage 2: Developed Design

(30% of total charge)

#### A. Standard Services (Schedule A)

- Further consider the brief and the site, and based on the outline proposal and further discussions with the client, develop the design for the project.
- Prepare further sketch drawings to illustrate the developed design.
- Incorporate statutory requirements of planning, building and safety and health regulations as appropriate to this stage of the project.
- Incorporate into the project the work of any specialist consultants, if appropriate.
- Present the developed proposal to the client and discuss its implications.
- Provide further advice on project cost and timescale in writing.
- If planning permission is required for the project, make the application upon instructions by client.

#### C. Additional Services (Schedule C)

- Consult with Assigned Certifier (for projects to which S.I. No.9 of 2014 Building Control (Amendment) Regulations applies).
- Prepare and issue documentation to demonstrate compliance with the Building Regulations.
- Prepare and issue documentation to the Assigned Certifier for inclusion in the Inspection Notification Framework.

### Work Stage 3: Detail Design

(25% of total charge)

#### A. Standard Services (Schedule A)

- Develop the detail design for the project, including construction details, site works, finishes and fittings as appropriate at this stage of the project.
- Prepare project technical and quality specifications.
- Further incorporate the detail work of any consultants.
- Further incorporate statutory requirements and any changes as required under a Grant of Planning Permission as appropriate to this stage of the project.

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- Prepare Forms of Tender for main and any specialist sub-contracts.
- Advise client on provisions of RIAI Forms of Building Contracts.
- Advise client on insurance implications and procedures during construction.
- Prepare an appropriate Inspection Plan and provide this to the Assigned Certifier for inclusion in the Inspection Notification Plan (where applicable) (for projects to which S.I. No.9 of 2014 of Building Control (Amendment) Regulations applies).
- Prepare lists of builders for tendering or negotiating purposes.
- Circulate material to tenderers, invite competitive tenders.
- Lodge Commencement Notice under Building Control Regulations.

#### B. Standard Services (Schedule B)

- Advise client on the competency /suitability of builders.

#### C. Additional Services (Schedule C)

- Provide information to Assigned Certifier for inclusion in Preliminary Inspection Plan on proposed inspection necessary to provide Ancillary Certificates on completion (for projects to which S.I. No.9 of 2014 Building Control (Amendment) Regulations applies) where the Assigned Certifier is a separate appointment.
- The Design Certifier to sign the Statutory Design Certificate.
- Lodge the Design Certificate with the Commencement Notice.
- Schedule and lodge the necessary Ancillary Certificates as necessary and appropriate.
- Review the scope of the requirements of the Building Regulations in respect of the design.
- Schedule and obtain Ancillary Certificates from other consultants.
- Issue a Certificate of Compliance (Design) for lodging with the Commencement Notice.
- Co-ordinate the design activities of others and the schedule of 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 (for projects to which S.I. No.9 of 2014 Building Control (Amendment) Regulations applies).

### Work Stage 4: Construction

(20% of total charge)

#### A. Standard Services (Schedule A)

- Report on tenders received and advise client on how to proceed.
- Arrange building contract between client and building contractor.
- Visit the site as appropriate to inspect generally the progress and quality of the work and see that the builder is fulfilling their obligations to the client.
- Modify the design in response to site conditions, if required.
- When construction work accords with the contract documents, issue the client with certificates of payment due to the builder.
- Value the final account for the works.
- Inspect the work at the end of the building contract defects liability period.
- List any defects then requiring remedial work by builder and inspect builder's making good of defects.
- Issue final certificate.
- Issue Opinion on Compliance with Planning.
- Issue Opinion of Compliance on Building Regulations on foot of 3rd parties' confirmations/Ancillary Certificates in format agreed between RIAI and the Law Society of Ireland.

#### C. Additional Services (Schedule C)

- Contribute to the Inspection Notification Framework as architect and issue to the Assigned Certifier for inclusion in the Inspection Notification Framework. Liaise with the Assigned Certifier, Builder and Design Team in this regard (for projects to which S.I. No.9 of 2014 Building Control (Amendment) Regulations applies) where the Assigned Certifier is a separate appointment.
- Inspect the works in accordance with the Inspection Plan, Inspection Notification Framework, 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 (for projects to which S.I. No.9 of 2014 Building Control (Amendment) Regulations applies).

(Insert if required any amendments to the service to be provided:)

## [B]: CHARGES

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

 %

of the Total Construction Cost\* of the work. Where no building contract will be entered into the costs of the work will be calculated using the 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.
- The percentage of the overall fee for each stage shall be as follows:  
Stage One - 25% of total charge  
Stage Two - 30% of total charge  
Stage Three - 25% of total charge  
Stage Four - 20% of total charge
- Interim payments may be made, by agreement, during any Work Stages.
- Payments during Work Stage 4 can be made by instalment, with invoices being issued at the same time as Certificates of Payment due to the builder.
- The hourly rate for any time charges for principals is  € and for technical staff  €
- Value Added Tax at the standard rate (at present 23%) is applicable on all charges.

 €

Architects initial estimate of building cost at Work Stage 1. 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. Additional Services (Schedule C) for the Role of Design Certifier

The fee for additional Schedule C Services and any other agreed related work to be charged on one of the following agreed basis:

Fee % of Works value:  (state percentage)

Lump sum fee: €

Hourly rate as below:

For principals: €

For technical staff (Grade 1) : €

For technical staff (Grade 2) : €

For technical staff (Grade 3) : €

## [C]: OTHER SERVICES TO BE PROVIDED BY SPECIFIC AGREEMENT

Service	Tick if to be provided	Charge
• Make inspections, prepare reports, advise on condition of existing buildings	<input type="checkbox"/>	_____
• Make measured surveys; prepare plans of existing buildings and of sites	<input type="checkbox"/>	_____
• Negotiate and prepare drawings relating to party walls	<input type="checkbox"/>	_____
• Make structural or services engineering calculations and designs	<input type="checkbox"/>	_____
• Arrange for percolation tests on the site	<input type="checkbox"/>	_____
• Conduct exceptional negotiations with Planning/Building Control Authorities	<input type="checkbox"/>	_____
• Make changes to agreed plans	<input type="checkbox"/>	_____
• Make detailed wall and floor tiling layouts and designs, and select tiles	<input type="checkbox"/>	_____
• Assist client in preparing applications for grant-aid	<input type="checkbox"/>	_____
• Provide life-cycle cost analysis for elements of the project	<input type="checkbox"/>	_____
• Provide services in connection with planning appeals	<input type="checkbox"/>	_____
• Prepare land registry maps	<input type="checkbox"/>	_____



- Advise on loose furniture, artwork, and special interior design services  \_\_\_\_\_
- Advise on building maintenance  \_\_\_\_\_
- Provide drawings used for the purpose of construction  \_\_\_\_\_
- Work to protected structures or buildings in conservation areas  \_\_\_\_\_
- Detailed advice on lifetime design  \_\_\_\_\_
- Detailed advice on sustainable design  \_\_\_\_\_
- Provision of Collateral Warranty in the standard RIAI form  \_\_\_\_\_

(Insert any other services to be provided and any related charges:)

\_\_\_\_\_

\_\_\_\_\_

**[D]: 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  c per kilometre) \_\_\_\_\_
- Making of architectural models \_\_\_\_\_
- Other charges (specify) \_\_\_\_\_

Value Added Tax at the standard rate is chargeable on expenses.

**Costs**

- Statutory fees, Planning Application charges and Commencement Notices, Planning Appeals \_\_\_\_\_
  - Planning Application costs, Newspaper and Site Notices \_\_\_\_\_
  - Ordnance Survey maps \_\_\_\_\_
  - Post, telephone, fax, courier \_\_\_\_\_
  - Photography \_\_\_\_\_
  - Other Costs (please specify) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

SPECIMEN



## TERMS AND CONDITIONS OF THE AGREEMENT

### 1. Warranty of Architect Registration

The architect confirms that s/he is a Registered Architect in accordance with the provisions of the Building Control Act 2007.

### 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 in the agreed drawings and specifications as s/he considers 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,
- administer the building contract as the client's agent, while acting impartially between the client and builder,
- where S.I. No.9 of 2014 of the Building Control (Amendment) Regulations applies advise the client of their 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 the facility to 'opt-out' of the full Building Control Process under S.I. No.365 of the Building Control (Amendment) (No.2) Regulations 2015 for a single house and extensions greater than 40m<sup>2</sup>,
- advise on building status if a Protected Structure,
- advise client on the assignment of architectural services to another party, if the architect has been paid up to date,
- advise the client of their obligation to appoint a Project Supervisor Design Process (PSDP) and a Project Supervisor Construction Stage (PSCS) where appropriate.
- Advise the client of their obligations under the Health, Safety and Welfare at Work (Construction)(Amendment) Regulations 2013 to appoint a Project Supervisor Design Process (PSDP) and a Project Supervisor Construction Stage (PSCS), where appropriate.

### 3. Client's Duties

The client will:

- If the project comes under the Building Control (Amendment) Regulations 2014, the building owner has an obligation to appoint a Design Certifier. There is provision in this agreement for such an appointment as an additional service (Schedule C), with a charge for that service which is identified separately in this agreement,
- Where S.I. No.9 of 2014 of the Building Control (Amendment) Regulations applies, make a separate appointment for the Assigned Certifier and 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,
- provide the architect with all the information necessary to enable the appropriate design to be prepared,
- employ a builder who agrees to comply with the requirements of S.I. No.9 of 2014 (if applicable) under a separate agreement to undertake building or other works,
- hold that builder (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 builder undertakes, and for the remedying of defects in accordance with the terms of the contract with the client,
- not engage anybody to do any work on the project unless the architect so agrees, as this may have implications for the building contract,
- appoint a Project Supervisor Design Process (PSDP) and Project Supervisor Construction Stage (PSCS) under the Health, Safety and Welfare at Work (Construction)(Amendment) Regulations 2013, where appropriate.

### 4. Consultants, Sub-contractors And Suppliers

Specialist consultants, sub-contractors or suppliers may be appointed on the architect's recommendation, subject to agreement with the client, in relation to specialist trades and/or goods or services forming part of the building works. Where such person designs 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 4 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. Frequent or constant inspection does not form part of the standard service at [A]. It is the builder's responsibility to supervise the building work.

## 6. Charges and Costs Incurred

Percentage charges are calculated on the VAT exclusive value of the building works, 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 less VAT.

Where no building contract is to be entered into and the client intends to complete 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 3.
3. An estimate prepared by a competent building contractor based on information equivalent to completion of Stage 3.

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 Work 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, 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 account 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.

Issuing of certificates is subject to appropriate fees being discharged.

## 7. Omitted Work and Changes

The architect will be entitled to charge in accordance with [B] for work done to Work Stage 3 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 request 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 the cost of making good any loss consequential on such defects.
- Unless otherwise agreed with the client, for a breach of statutory duties or otherwise (other than personal injury or death) shall be limited to 5 times the total fee due under this agreement.
- The architect shall not be liable for any loss or damage suffered by the client as a consequence of any:
  - a) Negligent or fraudulent act, omission or misstatement of any builder, sub-contractor, specialist or other person employed by the client or any other person not being an employee of the architect; or
  - b) Defect in materials used by any builder, sub-contractor, specialist or other person employed by the client; or
  - c) Defect in workmanship of any builder, sub-contractor, specialist or other person employed by the client; or
  - d) Defect in design where the defect is due to a design or change in design that was not instructed or prepared by the architect.

## 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 in full 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 Stages.

## 11. Construction Contracts Act 2013

The Construction Contracts Act 2013 applies to this agreement.

## 12. Dispute Avoidance and Dispute Resolution

Where a dispute arises out of this agreement in respect of payments, the Construction Contracts Act 2013 applies.

The parties agree to try to avoid disputes, and to try to resolve differences which may arise between them, through negotiation. Where parties are unable to resolve any or all of their differences through negotiation, and a dispute arises out of this agreement in respect of any matter, then, without prejudice to any rights of a party under the Construction Contracts Act 2013, the parties agree to consider Mediation.

Should a party not consent to Mediation the dispute may be referred to Conciliation in accordance with the Conciliation Procedures published by the RIAI. If settlement of the dispute is not reached in Mediation or under the Conciliation Procedures either party may, with or without ending the Mediation process;

[a] exercise any statutory right it may have to refer the dispute to Adjudication; and/or

[b] refer the dispute to a court of appropriate jurisdiction.

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

#### This Agreement

This agreement is intended for people commissioning architectural work on their own homes. You are encouraged to read this document carefully before completing it and to ask your architect to explain fully anything which is unclear to you or about which you have any reservation.

#### Building Or Extending Your Home

For many people, their home is the most important investment they make, and certainly the most important building in terms of the quality of their lives. By engaging the services of an architect, you will have a product custom-designed to your specific requirements, to bring added value to your site or house, and make best use of your budget. Your architect can also work with you on optimising the long-term usability and efficiency of your home by examining the implications of life time housing and of environmentally sustainable design.

#### Life Time And Environmentally Friendly Housing

Life time housing is designed to minimise factors which might make it difficult for you to enjoy your house as you grow older or in the event of you becoming disabled. Environmentally sustainable design uses passive heating, daylighting, and environmentally friendly techniques and materials to provide natural solutions for living in harmony with the environment. Detailed advice on life time housing and specialist sustainable design is not part of the normal architectural service.

#### Building Regulations

As building owner it is your responsibility to 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 and construct the works.

Depending on the size of the project you may be required to appoint a Design Certifier and an Assigned Certifier and to comply with Building Control Regulations 2014 (S.I. No.9). This is an additional service which may be undertaken by your architect by separate appointment and charge.

Where S.I. No.9 applies, the building cannot be occupied or used until completion has been certified by the builder and the Assigned Certifier / architect, and has been accepted on the building control register.

#### Definition of Compliance and the Building Regulations

'Compliance' means that the relevant building or works have been designed to achieve the objectives of the Building Regulations as expressed in Section 3(2) of The Building Control Act 1990 subject only to such variance as is identified at Section 9 (1) a, b, and e, of the same Act.

and  
that the relevant building or works have been constructed to achieve the objectives of the Building Regulations as expressed in Section 3(2) of The Building Control Act of 1990 subject only to such variance as is identified at Section 9 (1) a, b, and e, of the same Act.

#### Schedules A to D

The services listed at [A] are normally those that people need from their RIAI registered architect by the building owner when building or extending their home. You and your architect are free to agree whatever charge you wish at [B]. This charge may be on a percentage, time or lump sum basis. The attached charts are provided for consumer information and for the purposes of negotiation between client and architect. The charts shown are based on an independent fee survey carried out by an international firm of surveyors on market information and are not mandatory, minimum or recommended. The 'Additional Services which maybe provided' listed at [C] are sometimes, but not always, required. Some of the costs listed at [D] only arise where Planning Permission is required.

## Project Budget

Experience shows that as the design and project develop, so also do the client's ideas. You should bear in mind that this almost inevitably increases the cost of the work. Project scope, supply and demand for builders, and general inflation can all increase your costs. Plan accordingly! Where a project budget cannot be agreed at Work Stage 1, the RIAI Cost Guidelines figures shall be used.

## Work Stage 1: Initial Design

The architect's work begins with an analysis of your requirements. S/he will relate your needs and quality standards to your budget. The success of your project depends in large measure on the quality of your brief - your description to your architect of what you need from the building. This information enables your architect to develop a design related to your needs and wishes.

In discussion with your architect, you should develop your brief to cover such subjects as:

- Lifestyle
- Activities to be accommodated
- The kind of spaces you require
- Any views you have on character, style and materials
- A realistic budget
- The communication route between client, architect and builder
- Life time and access issues
- Environmental issues
- Disruption during building
- Deadlines
- Future maintenance.

## Work Stage 1: Initial Estimated Building Costs

Agreeing a realistic budget for your project is an important part of Work Stage 1. It may be that your needs cannot be met within the available budget or market conditions may make achieving your budget difficult. If your budget is fixed you should make this clear to your architect at the start. If you require a particular standard of kitchen or other fittings and finishes you should discuss this with your architect. If, because of these or other similar factors, a cost cannot be established at this stage your architect will use the RIAI Cost Guidelines to arrive at an initial estimate of building cost.

## Work Stage 2: Developed Design

The architect will analyse your requirements further and will present developed proposals in the form of drawings for you to evaluate. Drawings can be difficult to understand, but it is vital that you work with your architect to fully understand the proposals, before applying for any planning permission and before starting to build. If you have any doubts, raise them with your architect at the time so that you fully understand and agree about what is to be built. This is important, because once a project goes on site, changes can be expensive, can delay the project, and may even require an additional planning permission. Project cost and timescale should be re-evaluated and agreed at this stage.

## Work Stage 3: Detail Design

Having translated your brief into a developed design, your architect will produce detailed drawings and specifications for competitive pricing by builders. The architect will prepare a list of suitable builders with you. Builders should be preselected on the basis of quality, and in general the lowest tenderer will be awarded the contract. A good builder represents real value in terms of reliability and quality, and will ultimately cost less than a poor one, no matter how cheap a price the latter might have submitted.

The builder enters into a contract with you, to carry out the building work. In turn, the builder has contracts with specialist sub-contractors and with suppliers of materials. The RIAI Code of Professional Conduct states that your RIAI independent consulting architect will have no financial interest in any building contracting firm and receives no commissions or discounts from contractors or suppliers, so you can be sure that the advice you get is free of any conflict of interest.

## Work Stage 4: Construction

The architect will help you evaluate the tenders received, and, when construction starts, act as your independent advisor during building work, liaising with the builder but independent of him, and inspecting the work at intervals on your behalf to ensure that it is being carried out generally in accordance with the contract documents. Your architect will advise you on stage payments during the project, and will not certify payments unless the work complies with the specifications. During construction, it is best that you do not give instructions directly to the contractor, because what can seem a simple change may have cost and time implications not easily foreseen. If you think you do need to make changes, discuss these with your architect to make sure that they are necessary and so that any additional cost can be established and controlled.

Remember that the architect is not the builder, and does not supervise the work-that is the builder's job. Remember, too, that the architect's provision of Opinions on Compliance with Planning and Building Regulations is subject to the work not being changed during construction. During the construction stage the architect administers the building contract as your

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agent but s/he is legally required to act fairly between you and the builder.

Remember that the builder is in business to make a profit. Your relationship with the builder should be on a business basis. The architect's work continues after the building work is finished, as part of the payment due to the builder is held back for up to twelve months and is only paid out, on the architect's instruction, after any defects have been rectified by the builder.

### Building and Contract Insurances

The architect will identify for the client/ building owner the building contract insurance clauses, and advise the client/ building owner that it is their responsibility to ensure that all necessary building insurances relative to the Building Contract are put in place, and advise the client/ building owner that they should refer all insurance matters to their own Insurance Advisors and seek confirmation in writing that the insurances have been effected.

### Construction Contracts Act 2013

The Construction Contracts Act 2013 applies to this agreement.

### Dispute Avoidance and Dispute Resolution

Where a dispute arises out of this agreement in respect of payments, the Construction Contracts Act 2013 applies.

The parties agree to try to avoid disputes, and to try to resolve differences which may arise between them, through negotiation. Where parties are unable to resolve any or all of their differences through negotiation, and a dispute arises out of this agreement in respect of any matter, then, without prejudice to any rights of a party under the Construction Contracts Act 2013, the parties agree to consider Mediation.

Should a party not consent to Mediation the dispute may be referred to Conciliation in accordance with the Conciliation Procedures published by the RIAI. If settlement of the dispute is not reached in Mediation or under the Conciliation Procedures either party may, with or without ending the Mediation process;

[a] exercise any statutory right it may have to refer the dispute to Adjudication; and/or

[b] refer the dispute to a court of appropriate jurisdiction.

### The Architect

Your architect is a Registered Architect and Member of the RIAI in accordance with the Building Control Act 2007. 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 builder.

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 is an offence to offer architectural services using the title "Architect" unless they are so registered.

### 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 Recognition of Professional Qualifications. The affix MRIAI is recognised under Article 46 of Directive 2005/36/EC on 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 of the International Union of Architects. The Institute's objectives include the advancement of architecture; the promotion of high standards 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.

The Building Control Act 2007 established the Professional Conduct Committee of the RIAI (the PCC). The PCC considers complaints against an architect where it is alleged that the architect has failed to meet the standard of competence that may be reasonably be expected of a registered architect, known as poor professional performance, or has acted in a manner that is disgraceful, dishonourable or in breach of the RIAI Architects' Code of Conduct, known as professional misconduct. Where the PCC finds an architect guilty of poor professional performance or professional misconduct it may apply one or more of the sanctions provided in the Act. The sanctions include: censure; admonishment; a fine; suspension from the register; erasure from the register.

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8 Merrion Square  
Dublin 2  
Telephone: (01) 676 1703  
Facsimile: (01) 661 0948  
Website: [www.riai.ie](http://www.riai.ie)  
Email: [info@riai.ie](mailto:info@riai.ie)

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