



Agreement between Client and Architect for Commercial Small Works

Edition 2 (November 2018) Print 1

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.

	<input type="text"/>	<i>(Client)</i>
of	<input type="text"/>	
appoints	<input type="text"/>	<i>(Architect)</i>
of	<input type="text"/>	
as architect for	<input type="text"/>	<i>(Project)</i>
of	<input type="text"/>	

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 [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	<input type="text"/>	<i>(Client)</i>
Witnessed by	<input type="text"/>	<input type="text"/>
		<i>(Date)</i>
Signed	<input type="text"/>	<i>(Architect)</i>
Witnessed by	<input type="text"/>	<input type="text"/>
		<i>(Date)</i>

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:	<input type="text"/>
Director:	<input type="text"/>
Secretary:	<input type="text"/>
	<input type="text"/>
	<i>(Date)</i>

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.

[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] and [C] 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] and [D] below. Only those additional services ticked will be provided.

Work Stage 1: Initial Design and Feasibility**(10% of total charge)**

If project does not proceed, time charges will apply.

A. Standard Services (Schedule A)

- Takeclient's instructions.
- Advise client on the need to appoint a Design Certifier and an Assigned Certifier under S.I. No.9 of the Building Control (Amendment) Regulations 2014, if appropriate.
- Obtain information about the site from the client, the Local Authority and other relevant bodies.
- Visit the site and carry out an initial appraisal.
- Provide general advice on the need to obtain Planning Permission, comply with Building Regulations, Safety, Health and Welfare at Work (Construction) Regulations, the provisions of the Planning and Development Act 2000-2015 and the Planning and Development Regulations 2001-2013 or with later enactments.
- Advise client on legislation requirements, such as the Building Control Act; Protected Structures; Energy Performance Building Directive (EPBD); Project Supervisor Design Process (PSDP); Project Supervisor Construction Stage (PSCS); Disability Access Certificates, and retrospective Fire Safety Certificates, or any subsequent changes in legislation, where additional services may occur. Relevant legal enactments and a change to regulations subsequent to this agreement may mean additional charges.
- Analyse the client's requirements and prepare an outline proposal.
- Provide information to discuss proposals with, and incorporate input of other consultants.
- Provide information to other consultants for the preparation of an approximation of construction cost (where appropriate).
- Prepare an approximation of construction cost.
- Advise client of the application of Part V of Planning and Development Act 2000.

B. Additional Services (Schedule B)

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|-----|---|--------------------------|
| 1. | Assist the client in preparation of client's requirements by specific agreement. | <input type="checkbox"/> |
| 2. | Carry out such studies as may be necessary to determine the feasibility of the client's requirements. | <input type="checkbox"/> |
| 3. | Advise on environmental impact and prepare report. | <input type="checkbox"/> |
| 4. | Appointment of specialist architect to advice on aspects of conservation and restoration of the building. | <input type="checkbox"/> |
| 5. | Consult with Local Authority Conservation Officer (as appropriate). | <input type="checkbox"/> |
| 6. | Advise on the selection and suitability of sites. | <input type="checkbox"/> |
| 7. | Negotiate in relation to sites or buildings. | <input type="checkbox"/> |
| 8. | Negotiate with regard to rights of light or rights of support and party walls. | <input type="checkbox"/> |
| 9. | Provision of Collateral Warranty in the standard RIAI form. | <input type="checkbox"/> |
| 10. | Prepare additional proposals, where appropriate. | <input type="checkbox"/> |
| 11. | Propose a procedure for cost planning reporting and control. | <input type="checkbox"/> |
| 12. | Provide information to others for cost planning and control. | <input type="checkbox"/> |
| 13. | Operate the procedure for cost planning and control throughout the project. | <input type="checkbox"/> |
| 14. | Prepare special presentation drawings, brochures, models or technical information for use of the client or others. | <input type="checkbox"/> |
| 15. | Carry out negotiations with tenants or others nominated by the client. | <input type="checkbox"/> |
| 16. | Carry out surveys of sites or buildings, structural surveys, soil investigations, condition surveys and other similar investigations. | <input type="checkbox"/> |
| 17. | Provide services as Project Supervisor Design Process (PSDP) – using separate RIAI Client/Architect agreement. | <input type="checkbox"/> |
| 18. | Any other service required in connection with a building project which is not listed above. | <input type="checkbox"/> |
| 19. | Work to Protected Structure. | <input type="checkbox"/> |

Work Stage 2: Developed Design**(25% of Total Charge)****A. Standard Services (Schedule A)**

- Takeclient's instructions.
- Develop scheme design from approved outline proposals, 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 planning authorities (as considered appropriate).
- Consult with fire safety authority (as considered appropriate).
- Consult with environmental authorities (where necessary).
- Consult and agree with Local Authority on the implementation of Part V of Planning & Development Act 2000.
- Provide services in connection with demolition works.

B. Additional Services (Schedule B)

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|----|---|----------------------|
| 1. | Consult with Local Authority Conservation Officer (as appropriate). | <input type="text"/> |
| 2. | Carry out survey, including photography and condition report for the purposes of complying with Part IV of Planning and Development Act 2000 ("Architectural Heritage"). | <input type="text"/> |
| 3. | Appointment of specialist architect to advise on aspects of the conservation and restoration of the project. | <input type="text"/> |
| 4. | Consult with licensing authorities (as appropriate). | <input type="text"/> |
| 5. | Consult with statutory undertakers (as appropriate). | <input type="text"/> |
| 6. | Consult with tenants or others nominated by the client (as appropriate). | <input type="text"/> |
| 7. | Conduct exceptional negotiations with planning authorities (as appropriate). | <input type="text"/> |
| 8. | Provide any 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, as appropriate. | <input type="text"/> |

Work Stage 3: Scheme Design

(25% of total charge)

A. Standard Services (Schedule A)

- Take client's instructions.
- Develop detail design from approved scheme design.
- Consult with Building Control Authority, as considered appropriate.
- 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).
- Revise cost estimate, where appropriate.
- Prepare an application for planning permission, (if requested to do so by client).
- Prepare and lodge a Disability Access Certificate application, where appropriate.
- Prepare and lodge Fire Safety Certificate application, if required.

B. Additional Services (Schedule B)

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|----|--|----------------------|
| 1. | Conduct exceptional negotiations for approvals by statutory authorities | <input type="text"/> |
| 2. | Lodge appeal with An Bord Pleanála for relaxations under Building Regulations (as appropriate). | <input type="text"/> |
| 3. | Carry out amendments, revisions or alterations to approved scheme design on client's instructions | <input type="text"/> |
| 4. | Prepare Retrospective Fire Safety Certificates (where appropriate). | <input type="text"/> |
| 5. | Prepare multiple applications for planning permission (if requested to do so by client). | <input type="text"/> |
| 6. | Make revisions to scheme design to deal with requirements of planning authorities (if requested to do so by client). | <input type="text"/> |
| 7. | Revise planning application (as appropriate). | <input type="text"/> |
| 8. | Prepare, submit and conduct Statutory Appeals (as appropriate). | <input type="text"/> |

C. Additional Services (Schedule C) for the Role of Design Certifier

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|----|--|----------------------|
| 1. | The Design Certifier to sign the Statutory Design Certificate, and the Ancillary Design Certificate, where appropriate, and issue to Assigned Certifier. | <input type="text"/> |
| 2. | Co-ordinate the design activities of others and the schedule of plans, calculations, specifications and particulars to be included on the schedule to be lodged at Commencement to which the Design Certificate relates and furnish to Assigned Certifier. | <input type="text"/> |
| 3. | Based on your own design and the design of others, review the scope of the requirements of the Building Regulations in respect of the design. | <input type="text"/> |
| 4. | Based on your own design and the design of others, prepare documentation to indicate compliance of design with Building Regulations and other statutory requirements. | <input type="text"/> |

Work Stage 4: Production & Tenders**(25% of total charge)****A. Standard Services (Schedule A)**

- Take client's instructions.
- Prepare production drawings from approved detail design.
- Prepare specification of works.
- Provide information for the preparation of bills of quantity and/or schedules of works (where appropriate)
- 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 (as appropriate).
- Provide information to other consultants for their revision of cost estimate (where appropriate).
- Review timetable for construction (as appropriate).
- 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 input from other consultants (where appropriate).
- Prepare and issue documentation to the Assigned Certifier for inclusion in the Inspection Notification Framework, if required.

B. Additional Services (Schedule B)

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|-----|---|----------------------|
| 1. | Prepare other production information (upon client's instructions). | <input type="text"/> |
| 2. | Submit plans for proposed building works for approval of landlords, financial institutions, free-holders, tenants or others as requested by the client. | <input type="text"/> |
| 3. | Provide interior design services (as requested by the client). | <input type="text"/> |
| 4. | Provide room data sheets for buildings, other than buildings which, of their nature, are complex or otherwise exceptionally demanding on the designer. | <input type="text"/> |
| 5. | Advise on commissioning or selection of works of art (as requested by the client). | <input type="text"/> |
| 6. | Carry out amendments, revisions or alterations to detail design or production information on client's instructions. | <input type="text"/> |
| 7. | Provide space planning services (as requested by the client). | <input type="text"/> |
| 8. | Provide services in connection with data communication installations (as requested by the client). | <input type="text"/> |
| 9. | Assist other consultants in negotiating with a tenderer (as requested by the client). | <input type="text"/> |
| 10. | Negotiate with a tenderer (where appropriate). | <input type="text"/> |
| 11. | Assist other consultants in negotiating a price with a builder (where appropriate). | <input type="text"/> |
| 12. | Negotiate a price with a builder (where appropriate). | <input type="text"/> |
| 13. | Select a builder by other means (where appropriate). | <input type="text"/> |
| 14. | Revise production information to adjust tender sum (where appropriate). | <input type="text"/> |
| 15. | Arrange for separate contracts to be let prior to the main building contract (where appropriate). | <input type="text"/> |

C. Additional Services (Schedule C) for the Role of Design Certifier

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|----|---|----------------------|
| 1. | Together with the Ancillary Certifier/s, review the scope of the requirements of the Building Regulations in respect of the design. | <input type="text"/> |
| 2. | Confirm the Architect's role as Design Certifier under the Building Control Management System. | <input type="text"/> |
| 3. | Assist the Assigned Certifier as requested in relation to the appointment of the builder under the regulations. | <input type="text"/> |

Work Stage 5: Construction**(15% of total charge)****A. Standard Services (Schedule A)**

- Take client's instructions.
- Advise client on the appointment of the builder and on the responsibilities of the parties and the architect under a building contract published by the RIAI.
- Advise the client on the appointment of the builder as Project Supervisor Construction Stage (PSCS).
- Prepare the building contract and arrange for it to be signed.
- Lodge Commencement Notice under Building Control Regulations.
- Monitor production of Bonds and Collateral agreements.
- Administer the terms of the building contract.
- Conduct meetings with the builder to review progress (as appropriate).
- 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).
- Issue to the Assigned Certifier an Inspection Notification Framework, as architect, for inclusion in the final Inspection Notification Framework. Liaise with the Assigned Certifier, builder and Design Team in this regard.
- At periodic intervals appropriate to the stage of construction visit the works to inspect the progress and quality of works and to determine that they are being executed generally in accordance with the contract documents.
- Provide Architect's Opinion on Compliance with Planning Permission and Building Regulation (where applicable) in respect of the completed building, on foot of 3rd parties' confirmations/ancillary certificates.

B. Additional Services (Schedule B)

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|-----|--|----------------------|
| 1. | Provide as built drawings showing the building and the main lines of drainage. | <input type="text"/> |
| 2. | Give general advice on maintenance (as appropriate). | <input type="text"/> |
| 3. | Provide site staff for frequent or constant inspection of the works (as appropriate). | <input type="text"/> |
| 4. | Administer terms of other contracts (as appropriate). | <input type="text"/> |
| 5. | Prepare drawings for conveyancing purposes. | <input type="text"/> |
| 6. | Compile maintenance and operation manuals. | <input type="text"/> |
| 7. | Incorporate information prepared by others in maintenance manuals. | <input type="text"/> |
| 8. | Prepare a programme for the maintenance of a building/s. | <input type="text"/> |
| 9. | Provide services for direct labour contracts. | <input type="text"/> |
| 10. | Act as co-ordinator in connection with separate trades where more than one contractor is employed. | <input type="text"/> |
| 11. | Negotiate delay/disruption claims on a contract (as appropriate). | <input type="text"/> |
| 12. | Carry out amendments, revisions or alterations to production/tender information on client's instructions. | <input type="text"/> |
| 13. | Additional work where Design Team, certifiers, builder or others do not comply with Building Regulations, Inspection Plan or Assigned Certifiers requirements. | <input type="text"/> |
| 14. | Attendance or advice on disputes between Design Team, builder, Building Control Authority and Assigned Certifier. | <input type="text"/> |
| 15. | Advise the Assigned Certifier of any proposed amendments to the Inspection Plan during the course of the work. | <input type="text"/> |

C. Additional Services (Schedule C) for the Role of Design Certifier

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|----|--|----------------------|
| 1. | Review the scope of the requirements of the Building Regulations in respect of the construction works as carried out/completed. | <input type="text"/> |
| 2. | Changes to the design subsequent to the lodgement of the Commencement Notice to be certified and submitted to the Building Control Authority. | <input type="text"/> |
| 3. | Provide Ancillary Design Certificate/s for design changes after Commencement. | <input type="text"/> |
| 4. | 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. | <input type="text"/> |
| 5. | Provide the Assigned Certifier with an Ancillary Certificate of Compliance: Design on Completion. | <input type="text"/> |

[B]: CHARGES**A. Standard Services (Schedule A)**

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

% of the Total Construction Cost* of the work exclusive of VAT. 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.

The percentage of the overall fee for each work stage shall be as follows:

Work Stage One - 10% of the total charge. (If project does not proceed, time charges will apply).

Work Stage Two – 25% of the total charge

Work Stage Three – 25% of the total charge

Work Stage Four – 25% of the total charge

Work Stage Five – 15% of the total charge

Interim payments may be made, by agreement, during any work stage.

Payments during Work Stage Five can be made by instalment with invoices being issued at the same time as the Certificates of Payment due to the builder.

B. Additional Services (Schedule B)

The hourly rate for additional Schedule B Services (and any other agreed work) to be charged on a time basis is:

For principals: €

For technical staff (Grade 1): €

For technical staff (Grade 2): €

For technical staff (Grade 3): €

Value Added Tax at the standard rate (applicable at invoice date) is applicable to all charges.

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): €

Estimate of Total Construction Cost

€ Architect's initial estimate of building cost at Work Stage 2. 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 certified by the architect of all the work including site development works, executed under the architect's direction. It excludes VAT, planning fees and charges, loose furniture and fittings.

[C]: ADDITIONAL 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 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) _____

[D]. ADDITIONAL SERVICES (SCHEDULE D)

The hourly rate for additional Schedule D Services (and any other agreed work) to be charged on a time basis is:

- For principals: €
- For technical staff (Grade 1): €
- For technical staff (Grade 2): €
- For technical staff (Grade 3): €

Value Added Tax at the standard rate (applicable at invoice date) is applicable to all charges.

TERMS AND CONDITIONS OF THE AGREEMENT

1. Warranty of RIAI 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, care and diligence 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 s/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,
- administer the building contract as the client's agent, while acting impartially between the client and builder,
- 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 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 competent 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 the builder (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 their 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,
- make a separate appointment for Project Supervisor Design Process and Project Supervisor Construction Stage,
- 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.
- If your project comes under the Building Control (Amendment) Regulations 2014, the building owner has an obligation to appoint a Design Certifier. There is a 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.
- For further information on Clients/Building Owners, see S.I. No.9 of 2014 and the Code of Practice for Inspecting and Certifying Building and Works 2014.

4. 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.

5. Consultants, Sub-contractors and Suppliers

Specialist consultants, sub-contractors or suppliers may be appointed on the architect's recommendation, subject to agreement with client, 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.

6. Inspection of Building Work

During Work Stage 5 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 as set out in the Inspection Plan and Inspection 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 builder's responsibility to supervise the building work.

7. 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 4.
3. An estimate prepared by a competent building contractor based on information equivalent to completion of Stage 4.

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.

8. 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 request of designs which the client has previously approved.

9. 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.

10. 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.

11. 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 following Work Stages.

12. Construction Contracts Act 2013

The Construction Contracts Act 2013 applies to this agreement.

13. 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 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.

The Building Control (Amendment) Regulations 2014

If your project comes under the Building Control (Amendment) Regulations 2014, the building owner has an obligation to appoint a Design Certifier. There is a provision in this agreement for such an appointment as an additional service, with a charge for that service which is identified separately in this agreement.

There is also an obligation on the building owner, under the Building Control (Amendment) Regulations 2014 to appoint an Assigned Certifier. If the Architect is appointed by the building owner, there is a separate agreement to be signed by both parties for that service.

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] of this Agreement.

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 five 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/s.

Schedule "C" Services

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

- Design Certifier in accordance with Building Control (Amendment) Regulations S.I. no.9 of 2014;
- 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 (where the Architect is not the 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 kilometre).
- 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, Disability Access Certificate application or any other such charges.
- Postage and telephone charges (where these are exceptional), messages, 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, percentage of works value, 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 as may be appropriate having regard to the scales or charges of the relevant professional bodies or as otherwise agreed following negotiation between the parties or as provided for in this agreement.

Percentage Charges

The percentage charges as set out in the RIAI produced Independent Fee Survey made in respect of the provision of "Standard Services Schedule A" vary both with the Class of the building and the Total Construction Cost.

The charges are reflected in the RIAI Independent Fee Survey which takes into account the complexity of the building type in the fee charged.

Higher percentage charges apply for more complex buildings and lower percentage charges for simpler buildings.

Charges for Additional Work

In respect of any building work added to the project after completion by the architect 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 drawings 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 Stage 5.

Range of Charges

The RIAI - produced Independent Fee Survey which is available from the RIAI bookshop covers many building types and you should refer to the building type appropriate to your project. The range of charges shown 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 client and architect.

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 a 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.

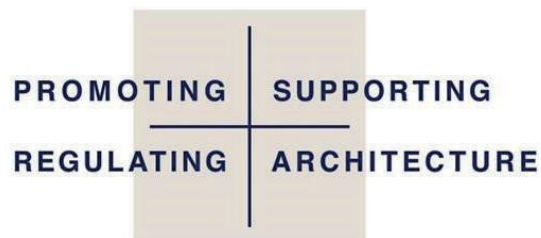
In Ireland the title of "Architect" was protected in Law, in April 2007 by the Building Control Act 2007. The Building Control Act prohibits persons calling themselves "Architect" unless they are registered on the RIAI Register of Architects. Legally it is an offence to offer architectural services using 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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Edition 2 (November 2018) Print 1**