



## Architectural Services Terms of Appointment

RG Kellow Ltd  
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Camborne  
Cornwall  
TR14 7TA  
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Email: [rkellow@proper-job.com](mailto:rkellow@proper-job.com)

**DATE:**

**PARTIES:**

- (1) *[Client name]* of *[Client address]* (the "Client")
- (2) [Messrs RG Kellow Ltd] of [Ground Floor Office, Vean Road, Camborne, Cornwall. TR14 7TA] (the "Consultant")

**INTRODUCTION:**

- (A) The Client intends to develop premises at *[Project address and description]* (the "Project")
- (B) The Client has requested the Consultant to provide services in connection with the Project.

**NOW THE PARTIES AGREE** as follows:

**1. APPOINTMENT**

The Client appoints the Consultant as Architectural Consultant for the Project and the Consultant accepts the appointment.

**2. BASIC SERVICES**

- 2.1 The basic services to be performed by the Consultant are described in the Terms of Reference set out in Appendix A.
- 2.2 If upon written request of the Client any additional services outside the scope of the basic services are performed by the Consultant the Client shall pay for the additional services separately at rates to be agreed between the parties.
- 2.3 The basic services and any additional services are together referred to as "the Services".

**3. FEES & PAYMENT**

- 3.1 The Client shall pay the Consultant the fees for the Services as set out in Appendix B.
- 3.2 Unless otherwise stated in Appendix B invoices shall be paid immediately. Overdue payments shall entitle the Consultant to interest at the rate (if any) set out in Appendix B.

- 3.3 If the Client wishes to withhold any amount becoming due to the Consultant he must give notice to the Consultant at least [7] days before the date for payment and the notice must specify each amount to be withheld and the reasons.

#### **4. STANDARD OF CARE**

The Consultant shall exercise reasonable skill and care in the performance of the Services in accordance with the normal standards of his profession.

#### **5. CLIENT'S OBLIGATIONS**

- 5.1 The Client shall provide the Consultant with relevant documents, data and information to enable the Consultant to carry out the Services in a timely manner.
- 5.2 The Client shall give notice to the Consultant of anyone who is authorised to represent the Client in dealings with the Consultant and the scope of the representative's authority.
- 5.3 The Client shall reply as soon as reasonably practicable to any request for a decision or approval in connection with the Consultants services.

#### **6. COPYRIGHT**

Copyright in all documents and electronically generated data produced by the Consultant belongs to the Consultant. The Client will have a royalty-free irrevocable licence to use those documents and data in connection with the Project. However he will not use them in connection with any other project nor will the Consultant have any liability to the Client for any use of such documents and data for purposes other than those for which they were provided.

#### **7. INSURANCE**

The Consultant shall maintain adequate professional indemnity insurance for so long as he has any liability under this Agreement. The amount of insurance cover has been disclosed to and accepted by the Client before signature of this Agreement.

## **8. CONFIDENTIALITY**

The Consultant shall not disclose to any third party any confidential information received from the Client.

## **9. PUBLICITY**

The Consultant may publish articles (with or without photographs) concerning the Services in relation to the Project, but only after receiving the written approval of the Client (which will not be withheld unreasonably).

## **10. ASSIGNMENT & SUBCONTRACTING**

10.1 Neither party shall without the other's prior written consent assign any of its obligations under or interests in this Agreement.

10.2 The Consultant shall not subcontract any of the Services without the prior written consent of the Client which will not be withheld unreasonably.

## **11. TERMINATION**

11.1 This Agreement may be terminated by notice:

11.1.1 By the Client if the Consultant commits a material breach of this Agreement and (in the case of a breach capable of remedy) fails to take steps to remedy the breach within 14 days of being requested to do so in writing;

11.1.2 By the Consultant if the Client is overdue by more than 7 days with the payment of any fees and expenses;

11.1.3 By either party if the other is unable to pay its debts when they fall due or an application for an administrator is presented to the court or a receiver or manager or trustee in bankruptcy is appointed or a resolution passed for its winding up;

11.1.4 By the Client giving 14 days notice if it decides not to proceed with the Project at any time;

11.1.5 By either party if the Client suspends the performance of the Services for more than [60 days].

11.2 Except where termination is due to the breach of contract or insolvency of the Consultant, the Client shall upon termination pay all fees and expenses due up to the date of termination plus expenses reasonably incurred by the Consultant which are directly attributable to termination.

11.3 In the case of termination by the Client on account of the Consultants breach of contract or insolvency, the Client may withhold payment of outstanding fees and expenses until it has ascertained and set off any additional costs which it reasonably incurs as a direct result of the termination of this Agreement.

## **12. SUSPENSION**

12.1 The Client may suspend the performance of any of the Services by giving reasonable notice to the Consultant.

12.2 If suspension of the Services continues for more than [60 days] either party may give notice to terminate this Agreement.

12.3 Upon suspension by the Client the Consultant shall be paid all fees and expenses due up to the date of suspension.

## **13. RESOLUTION OF DISPUTES & GOVERNING LAW**

13.1 If a dispute arises, the parties, acting in good faith, will endeavour to resolve the dispute by direct negotiation.

13.2 Any dispute which cannot be resolved by negotiation shall be finally settled by arbitration. The arbitrator, if not agreed, shall be appointed by the [Association of Building Engineers].

13.3 This Agreement shall be governed by the laws of [England].

## **14. NOTICES**

Every notice under this Agreement shall be in writing and sent by first class mail, by hand or by facsimile to the address of the recipient shown in this Agreement, or to another address of which notice has been given under this clause.

## **15. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes any previous arrangements or agreements between them relating to the Project.

## **16. INDEPENDENT CONTRACTOR**

The Consultant is an independent contractor and nothing in this Agreement shall create a partnership, agency or any other relationship between the parties.

## **17. KEY PERSONNEL**

When the Consultant has nominated certain of his personnel who will be engaged in the provision of the Services, the Consultant shall not remove or replace any such personnel

without the prior written consent of the Client (whose consent shall not be withheld unreasonably).

## **18. LIMITATION OF LIABILITY**

The Consultant will take appropriate steps to remedy any defect in the Services for which the Consultant is responsible and which is promptly notified to it by the Client. However, the maximum liability of the Consultant to the Client arising out of this Agreement shall not exceed [*£500,000.00*] and the Consultant will have no other liability to the Client, whether in contract or in tort, for any loss or damage suffered by the Client, whether direct, indirect or consequential including, but not limited to, loss of profit and loss of use.

SIGNED by the parties or their duly authorised representatives

SIGNED: \_\_\_\_\_  
for and on behalf of the Client

SIGNED \_\_\_\_\_  
for and on behalf of the Consultant

**APPENDIX A**  
**Terms of Reference**  
**(Setting out the basic services to be provided by the Consultant)**

- *[Insert basic services here.]*

**Note:**

The following services do NOT form part of the 'Basic Services' and will be chargeable as additional items:

- **Ground Contamination and Investigation Reports**
- **Mining Surveys**
- **Asbestos Surveys**
- **Structural Engineers detailing**
- **SAP Reports and EPC**

**APPENDIX B**  
**Fees & Expenses**

**Fees**

The fees for the basic services shall be *[insert fee here]*. This will become payable in 4 instalments as follows:

1. First Stage Payment equal to one third of the fee value to become payable on completion of measured survey.
2. Second Stage Payment equal to one third of the fee value to become payable on submission for planning approval.
3. Third Stage Payment to be equal to 50% of the balance of the fee value. This becomes payable on receipt of the planning decision.
4. Final Stage Payment of the balance to be paid on completion of the Building Regulation Application. Please note that should Planning Permission be refused and the client does not wish to pursue the project further, this instalment will be waived provided the Consultant is not instructed to carry out any works in relation to the Building Regulation application.

Local Authority fees are **NOT** included within the fees detailed above.

**Expenses**

Car travel, printing, photocopying and telecommunications costs will be included within the above rate.

Accommodation costs will be reimbursable at cost as well as all air and rail travel and overnight accommodation.

Interest on overdue payments shall be calculated at the rate of *[12%]* per annum from the due date until the date upon which payment is received.