

A client's guide to engaging an architect



RIBA
Plan of
Work
2013

Royal Institute of British Architects

A client's guide to engaging an architect

May 2013 Revision

Royal Institute of British Architects

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RIBA CHARTERED ARCHITECTS

Architects Act 1997

In the UK a person cannot practise or carry on a business under any name, style or title containing the word 'architect' unless he or she is registered with the Architects Registration Board (ARB). The list of ARB registered architects can be checked on the ARB website (www.arb.org.uk).

The Architects Registration Board (ARB) *Architects Code: Standards of Conduct and Practice* came into effect on 1 January 2010.

The code is intended as guidance for architects in their professional lives, and the ARB can take action against those who fall short of the code's standards. By doing so, the integrity of the profession is maintained, and members of the public can be confident that in hiring an architect for their building project, they are securing the services of a genuine professional.

For more information about the ARB Code of Conduct and professional standards, visit the ARB website.

Royal Institute of British Architects

Founded in 1834, and awarded its Royal Charter in 1837, the Royal Institute of British Architects (RIBA) is the UK charter body for architecture. The RIBA champions better buildings, communities and the environment through architecture and its members.

The RIBA also maintains a code of conduct and expects its members to work with integrity and honesty. In turn, architects will expect their clients to be honest with them and provide accurate information relating to the circumstances of their project (regarding ownership rights and boundaries, for example).

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For further information:

- visit the RIBA website: www.architecture.com and select 'Find an architect' for directories of all chartered members of the RIBA and RIBA Chartered Practices; or
- visit www.ribafind.org; or
- call RIBA Client Services on 020 7307 3700.

ADDED VALUE

This guide is designed to show how an architect can bring benefits to your project, and pave the way for its successful delivery. It gives an introduction to the services that an architect may provide and to the terms of an architect–client agreement

An RIBA Chartered Architect will supply you with much more than just the drawings for your project, whether it is a design for your home or your business or a master plan for future developments.

You and your team will be fully involved in creating a tailored solution for your requirements. An architect has the experience to see your project safely through design, planning and building regulations, and construction to completion.

A sound working relationship between you and your architect will contribute significantly to the success of a project. Time spent in preliminary discussion about the requirements, the timetable, the budget, and the nature and cost of professional resources required and their cost, is time well spent.

Your architect can provide a range of services. For a building project, these include:

- investigating the feasibility of the requirements
- developing design proposals
- applying for statutory approvals
- preparing construction information
- obtaining tenders for building work
- administering a building contract.

An architect works with a broad palette of skills and can provide or arrange other services connected with the project such as interior design, landscaping or making measured surveys of a site or building.

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Your architect's skills are not only relevant to a building project but may be applied to related issues, including such diverse matters as strategic planning for a property development company and the design or selection of furniture and fittings.

RIBA Chartered Architect

Architects practising in the UK who are registered with the ARB and are also Chartered Members of the RIBA are entitled to describe themselves as 'Chartered Architects' and to use the suffix RIBA after their name. A directory of all Chartered Members of the RIBA is provided on the RIBA website (www.architecture.com).

Appointing a RIBA Chartered Architect for your project provides you with assurance that your architect:

- has satisfied the stringent standards of educational qualifications and practice experience required for Chartered Membership of the RIBA
- is committed to the shared professional and learned values of the RIBA
- maintains his or her professional standards in practice through compliance with the RIBA's mandatory requirements for continuing professional development (CPD)
- has access to the extensive knowledge base of the RIBA.

RIBA Chartered Practice Scheme

The RIBA has developed a quality accreditation scheme for architectural practices. All accredited RIBA Chartered Practices must have:

- appropriate professional indemnity insurance
- a minimum ratio of RIBA Chartered Architects on their staff

- a quality management system
- a health and safety policy
- an employment policy
- CPD for all their staff
- an environmental management policy
- completed annual RIBA Business Benchmarking.

APPOINTING YOUR ARCHITECT

A member of the RIBA is required by the Code of Professional Conduct to record the terms of any appointment before undertaking any work, and to have the necessary competence and resources.

It is in the interests of both parties to understand their agreement, which should define and record the services to be provided and identify associated terms and conditions.

The RIBA publishes a range of flexible Appointment Agreements suitable for use with projects of any size and complexity:

- Standard Agreement
- Concise Agreement
- Domestic Project Agreement.

The conditions are not lengthy and will repay careful reading. They define the obligations of each party, briefly described opposite, and make provisions for assignment, fees, payments, copyright, liability, suspension, and termination and dispute resolution.

RIBA Agreements are available in consultant versions, so that all your consulting team can be on compatible terms concurrent with your architect's appointment.

An agreement will comprise the conditions, schedules of services and formal confirmation of the contract in a memorandum of agreement or letter of appointment.

For very small projects the agreement may be set out in a self-contained letter of appointment.

Generally your architect will retain copyright in the information produced for your project in accordance with the law. However, you are given a conditional licence to copy and use the information for your project.

Your architect is required to maintain professional indemnity insurance in respect of his or her liability to you. The amount of the insurance cover and period of liability to be available for the project are agreed and specified in the agreement.

Should a dispute or difference arise between you and your architect that cannot be resolved by negotiation, it might be resolved by involving a third party through mediation under a rapid adjudication procedure, by arbitration in a private process or in the courts.

Your architect undertakes to:

- use reasonable skill and care in performing the services in conformity with the normal standards of the architect's profession
- keep the client informed of progress and on issues affecting time, cost or quality
- co-operate with any other appointed designers and/or the co-ordinator appointed under the Construction (Design and Management) Regulations (the CDM co-ordinator)
- obtain appropriate professional indemnity insurance cover
- only make material alteration to the services or the approved design with the client's prior approval.

You undertake to:

- advise on the relative priorities of your requirements and to provide necessary and accurate information
- appoint other consultants and specialists required under separate agreements
- comply with the CDM Regulations where applicable (see page 25)

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- take decisions and respond promptly to approvals sought by your architect
- pay the fees, expenses and disbursements due and value-added tax where applicable
- employ a building contractor under a separate contract if proceeding with construction work.

The European Services Directive

A key part of the European Services Directive that was brought into UK law in December 2009 relates to improving consumer confidence when conducting business anywhere in the EU. It achieves this by setting some basic requirements – ensuring consumers have access to a minimum amount of information and to a complaints procedure, no matter where in the EU a business is based. Certain information must be made available, including the following:

- the name, legal status and form, and address of the business;
- if registered in a trade or other similar public register, the register's name and the registration number;
- if carrying on a regulated profession, any professional body or similar institution with which the business is registered, the professional title and the EEA country in which that title was granted;
- if required to hold professional liability insurance or a guarantee, information about the cover and contact details of the insurer and territorial coverage.

DEVELOPING THE BRIEF

The brief will provide the basis for turning your aspirations into a deliverable project and give direction to the architect's services. Time spent in elucidating the requirements is well worth the effort. The brief will normally be developed in three phases.

In the preliminary RIBA Stage 0 (Strategic Definition), the initial project requirements and programme are established. As appropriate, preliminary studies may be undertaken, ranging from a simple sketch design solution to a full business case with option appraisals of alternative sites and development plans, to enable you to decide how best to proceed and to develop the overall Strategic Brief.

You will need to consider the following:

- *The functions of the finished project.* Who will use it, and for what? Have you visualised how these activities will be accommodated in the new space(s)? What are your core operations? Are there any constraints?
- *Your motivations and expectations.* What do you hope to achieve by this project, in the short and long term, for yourself and others?
- *A design direction.* Contrasting or in keeping with existing buildings? Contemporary or traditional? Are there certain materials, fixtures or finishes that you favour?
- *Sustainability aspirations.* What are your relative priorities in terms of the environmental sustainability of the project? Are there any specific sustainability performance measures which you wish to apply?
- *Information requirements.* What information will you require at the end of each RIBA stage in order to make decisions and issue instructions? Do you require such information in specific formats, such

as spreadsheets, reports, computer aided design (CAD) files, Building Information Modelling (BIM) files?

- *Authority for decision-making.* Who will sign off decisions about design, about costs and about day-to-day matters on site?
- *Timetables and budgets.* When should key RIBA stages be completed, how much should they cost and how will they be financed?

At RIBA Stage 1 (Preparation and Brief) the Strategic Brief is further developed by you and your architect into the Initial Project Brief to provide sufficient information for feasibility studies and the design process to begin. The Initial Project Brief should confirm the main project objectives, including quality requirements and project outcomes, and set out the project budget and other constraints. It will identify any client procedures and processes to be followed and the requirements for any other professional skills and appointments, such as those of structural engineers and cost consultants. The Initial Project Brief explains in clear terms what is expected of the project and how it will be implemented.

For smaller and simpler projects the two initial RIBA stages may be combined into one single activity phase.

In RIBA Stage 2 (Concept Design) the requirements for such matters as operational use, quality, environmental sustainability, cost, programme and procurement are tested and confirmed through the preparation of the Concept Design. In parallel, the Initial Project Brief is developed to produce the Final Project Brief.

Details of all the RIBA stages (0–7) in the RIBA Plan of Work are shown on pages 16–17 and further information can be found at www.ribaplanofwork.com.

PROJECT LEADERSHIP

Factors for success

The RIBA publishes guidance for clients on the commissioning of buildings to achieve effective outcomes and best value – *Client Conversations: Insights into successful project outcomes*. This guide features a number of case studies, and shares advice from clients on approaches that have resulted in successful projects. It can be downloaded free of charge from www.architecture.com.

The Strategic Brief established at RIBA Stage 0 (Strategic Definition) will have defined the key features of the project and the required overall project outcomes, but for successful delivery the project will continue to need your leadership and adequate resources of time and money.

For complex projects you may find it helpful to establish a small project team of stakeholders to share decision-making and review responsibilities. The group should be led by one person with authority to act as your representative and be the point of contact with the architect and the construction team.

The project team could contribute to such matters as:

- the management structure for effective performance of the team, including the architect
- change control procedures for programme and cost matters
- risk management
- budgeting and fundraising
- cost control
- selection of the professional appointees including those offering legal, insurance and financial services
- signing off of all key stages.

Teamworking

By the end of RIBA Stage 1 (Preparation and Brief) you will have made the essential appointments for the design phase of the project, whether the team will eventually be just you with the architect and a builder, or a multidisciplinary team with architects, engineers, surveyors, contractors and sub-contractors. You will also have made decisions about the procurement approach to be adopted, traditional or design and build, and the stage at which you wish to appoint the builder.

To achieve a successful and safe outcome the team should:

- be encouraged to work together in each successive stage
- adopt integrated processes
- work from the same information base, which must be kept up to date
- have sufficient resources, particularly money and time
- discuss and agree the appropriate method for the procurement of construction and the project programme, to enable design work to be co-ordinated at the end of RIBA Stage 3 (Developed Design)
- co-ordinate services with contractual obligations.

RIBA Agreements for an architect or other consultants may be used to appoint all construction professionals in your team.

Except for work to your home or a very small project, you and your appointees will be duty holders under the CDM Regulations 2007, which are concerned with health and safety; see page 25. Under the regulations, potential appointees do not accept an appointment unless competent to perform their duties.

Architect's services

In addition to the role as the designer of your project, the architect could be invited to your project team and could also provide complementary management services such as those of:

- project lead, who facilitates the appointment of the design team and manages the project to meet programme, cost and quality requirements;
- lead designer, who co-ordinates the design by consultants, specialists and suppliers, and communicates with you on significant design issues;
- contract administrator or employer's agent, who invites and appraises tenders, administers the building contract, reports on progress and certifies payments due.

THE RIBA PLAN OF WORK 2013

The RIBA Plan of Work 2013 organises the process of designing, constructing, maintaining and operating building projects into a number of key stages (0–7). The sequence or content of RIBA Stages may vary or they may overlap to suit the procurement method, the project programme and the client's approach to risk and risk management.



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The RIBA Plan of Work 2013 organises the process into a number of key stages. The content of stages should be used solely as guidance for the preparat






	Stages			
	0	1	2	3
	Strategic Definition	Preparation and Brief	Concept Design	Developed Design
Tasks	<p>Core Objectives</p> <p>Identify client's Business Case and Strategic Brief and other core project requirements.</p>	<p>Develop Project Objectives, including Quality Objectives and Project Outcomes, Sustainability Aspirations, Project Budget, other parameters or constraints and develop Initial Project Brief. Undertake Feasibility Studies and review of Site Information.</p>	<p>Prepare Concept Design, including outline proposals for structural design, building services systems, outline specifications and preliminary Cost Information along with relevant Project Strategies in accordance with Design Programme. Agree alterations to brief and issue Final Project Brief.</p>	<p>Prepare Developed Design including coordinated updated proposals for structural design, building services systems, specifications, Cost Information and Strategies in accordance with Design Programme.</p>
<p>Procurement *Variable task bar</p>	<p>Initial considerations for assembling the project team.</p>	<p>Prepare Project Roles Table and Contractual Tree and continue assembling the project team.</p>	<p>The procurement strategy does not follow the design or the level of detail prepared. Information Exchanges will vary depending on the route and Building Contract. A bespoke procurement strategy is typically used to outline the specific tendering and procurement strategy in relation to the chosen route.</p>	
<p>Programme *Variable task bar</p>	<p>Establish Project Programme.</p>	<p>Review Project Programme.</p>	<p>Review Project Programme.</p>	<p>The procurement strategy does not follow the design or the level of detail prepared. Information Exchanges will vary depending on the route and Building Contract. A bespoke procurement strategy is typically used to outline the specific tendering and procurement strategy in relation to the chosen route.</p>
<p>(Town) Planning *Variable task bar</p>	<p>Pre-application discussions.</p>	<p>Pre-application discussions.</p>	<p>Planning applications are typically submitted in parallel with the design process. A bespoke RIBA Plan of Work 2013 application is typically used to coordinate the design and planning processes.</p>	
<p>Information Exchanges (at stage completion)</p>	<p>Strategic Brief.</p>	<p>Initial Project Brief.</p>	<p>Concept Design including outline structural and building services design, associated Project Strategies, preliminary Cost Information and Final Project Brief.</p>	<p>Developed Design the coordinated and built structural and building services design a Cost Information.</p>

*Variable task bar – in creating a bespoke project or practice specific RIBA Plan of Work 2013 via www.ribaplanofwork.com a specific bar is selected from a number of options.

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process of briefing, designing, constructing, maintaining, operating and using building projects stages may vary or overlap to suit specific project requirements. The RIBA Plan of Work 2013 preparation of detailed professional services contracts and building contracts.

www.ribaplanofwork.com

 <p>1 Preparation</p>	 <p>4 Technical Design</p>	 <p>5 Construction</p>	 <p>6 Handover and Close Out</p>	 <p>7 In Use</p>
<p>Developed Design, coordinated and proposals for design, building systems, outline costs, Cost and Project in accordance with Programme.</p>	<p>Prepare Technical Design in accordance with Design Responsibility Matrix and Project Strategies to include all architectural, structural and building services information, specialist subcontractor design and specifications, in accordance with Design Programme.</p>	<p>Offsite manufacturing and onsite Construction in accordance with Construction Programme and resolution of Design Queries from site as they arise.</p>	<p>Handover of building and conclusion of Building Contract.</p>	<p>Undertake In Use services in accordance with Schedule of Services.</p>
<p>does not fundamentally alter the progression tail prepared at a given stage. However, depending on the selected procurement route a bespoke RIBA Plan of Work 2013 will set procurement activities that will occur at each of the chosen procurement route.</p>	<p>Administration of Building Contract, including regular site inspections and review of progress.</p>		<p>Conclude administration of Building Contract.</p>	
<p>procurement route may dictate the Project Programme and may result in certain stages overlapping or being undertaken concurrently. A bespoke RIBA Plan of Work 2013 will clarify the stage overlaps. The Project Programme will set out the specific stage dates and detailed programme durations.</p>				
<p>typically made using the Stage 3 output. Work 2013 will identify when the planning information is to be made.</p>				
<p>Final Design, including detailed architectural, structural and building services design and updated Information.</p>	<p>Completed Technical Design of the project.</p>	<p>'As-constructed' Information.</p>	<p>Updated 'As-constructed' Information.</p>	<p>'As-constructed' Information updated in response to ongoing client Feedback and maintenance or operational developments.</p>

FEE OPTIONS

The fee is a matter for negotiation: there is no 'standard' or 'recommended' basis for calculation. The fee will reflect the complexity of the project, scope of services to be provided, applicable stages, procurement method, construction cost and project programme.

In proposing a fee your architect will allow for the professional and financial resources required for your specific project and for his or her conceptual skills and specialist knowledge, on which the success of the project will be based.

Complex projects are likely to require the highest level of resources, but larger projects may offer opportunities for efficiency savings.

When establishing the project budget, note that fees will be influenced by:

- the extent of the architect's services and the type of procurement
- the size and complexity of the project and any project specific requirements
- works to existing buildings (refurbishment and extensions), which are likely to be significantly more resource intensive than new build
- repair and conservation of historic buildings, which is even more complex than the above and for which the fee will be proportionately higher
- repetition – that is, for example, a number of houses or warehouse/ industrial units to an identical design occurring on the same site, in which case the fee may be adjusted to reflect the lower level of resources required
- whether the design is to be repeated on other projects or sites – where, for instance, a design for a house type is to be subsequently repeated by a contractor, an additional fee may be payable.

Your architect's fees will be related to the professional resources needed to deliver the required services at each of the stages.

Options for fee structure

Fees may be:

- time charges
- fixed sums
- a percentage of the final construction cost
- charged on another agreed basis.

Additional fees may be charged if the architect is instructed to vary services commenced or completed or to provide additional services during the project, or where the architect is required to provide a new design after the client has authorised him or her to develop an approved design. Fees may also be subject to adjustment if the project is subject to delay, disruption or prolongation for reasons beyond the architect's reasonable control.

The fees for services at RIBA Stage 0 (Strategic Definition), additional services such as party wall services, and post-contract services at RIBA Stage 7 (In Use), such as post-occupancy evaluation services and project performance studies, will normally be on a time-charge basis.

Table 1 Relationship of resource requirements to building type

	Architects' resources		
	Low	Mid-range	High
Offices	Multi-storey and underground car parks	Banks Office developments	Telecom/computer buildings R&D laboratories Radio, TV, recording studios
Industrial	Barns and sheds Speculative warehouses Transport garages	Purpose-built factories and warehouses Animal-breeding units	Food-processing units Breweries High-risk processes
Retail	Speculative retail	Food retail Non-food retail Garages/showrooms	Department stores Shopping centres
Community buildings		Community centres Branch libraries Schools Ambulance and fire stations Police stations Prisons Postal buildings Bus and railway stations Airports	Civic centres Specialist libraries Universities Churches and crematoria Museums and art galleries Courts Theatres, opera houses, concert halls and cinemas
Medical		Health centres Doctors' surgeries	Hospitals Dental surgeries
Public Housing		Social housing Sheltered housing Housing for single people	Special-needs housing Residential care homes
Private housing		Apartment blocks	Individual houses/flats
Leisure		Sports halls Squash courts Swimming pools	Leisure complexes Restaurants Public houses Hotels

Value added

The fee can also be structured to take into account the value added by your architect's services (for example, the increased value of a site or building less the development costs, exceeding performance targets, and so on).

Expenses

In addition to the fee, expenses may also be chargeable for the cost of copies of drawings and other documents, travel, accommodation, and so on. Disbursements, such as the fees that must accompany applications for building regulations or planning approval, will also be chargeable.

Payment

Fees will normally be invoiced in monthly instalments, based on the progress of the project, for payment within 14 days.

Design and build

Fees for projects procured by the design-and-build method rather than the traditional approach will reflect the extent of your architect's services prior to the appointment of the contractor, who completes the design and is responsible for its construction.

If the contractor is engaged at the end of RIBA Stage 2 (Concept Design) and the information provided to the contractor includes only the Final Project Brief and the Concept Design, the contractor may provide all the design services in RIBA Stages 3–5. Alternatively, if the contractor is appointed at the end of RIBA Stage 3 (Developed Design) and the information includes the Developed Design and the planning permission and supporting materials, then the contractor will provide just the technical design services in RIBA Stages 4 and 5.

The further the design is progressed the more risk can be removed from the contractor's proposals.

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In each case your architect's fee may be reduced appropriately to reflect the scope of service, and the contractor will include a charge for the design work within the construction cost.

On appointment of the contractor you may wish to retain your architect to advise you on the design developed by the contractor's team, or your architect may agree to be novated to the contractor for completion of the design. With a novation arrangement it is important to be aware that the architect no longer works for you and must act on instructions received through their new client, the contractor.

LEGISLATION

Your architect will advise you on the steps that must be taken to ensure compliance with the law relating to construction work, and the need where necessary for specialist legal advice. Your architect can make submissions and conduct negotiations with statutory bodies, but obviously cannot guarantee outcomes beyond his or her control.

Statutory regulations also apply to the terms of construction contracts, management of health and safety and the rights of 'consumers'. Your architect will explain the impact of these matters when developing the design of the project, and the need for approvals from regulatory bodies. A breach of such regulations is a punishable offence.

The following legislation, briefly described below, is applicable in England and Wales:

- to all clients
 - Town and Country Planning Act 1990
 - The Building Act 1984 and The Building Regulations 2000
 - CDM Regulations 2007
 - Party Wall etc. Act 1996
 - Site Waste Management Plans Regulations 2008
- to business and commercial clients
 - Housing Grants, Construction and Regeneration Act 1996
 - Late Payment of Commercial Debts Regulations 2013
 - Equality Act 2010
- to domestic or consumer clients
 - The Unfair Terms in Consumer Contracts Regulations 1999.

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Your architect will advise on relevant legislation in Scotland and Northern Ireland.

Town and Country Planning Act 1990

Application for planning permission

The purpose of the planning system is to regulate the use, siting and appearance of buildings and to protect the environment and public amenity.

All developments require planning permission from the local planning authority except for internal changes to your home and certain small domestic extensions within strict criteria, which may be covered by 'permitted development rights'. Statements on design and access, flood risk, biodiversity and geological conservation, and so on may be required with the application together with the appropriate fee.

Internal or external alterations or extensions that would affect the character of a listed building of historical or architectural interest require two separate applications, one for listed building consent and one for planning permission.

The Building Act 1984 and The Building Regulations 2000

The Act and the regulations apply to England and Wales, and aim to secure standards of health and safety for people in and around buildings, energy conservation and the welfare and convenience of disabled people.

The regulations apply to all new building work and impose duties covering design and construction of buildings, their services, fittings and equipment.

'Approved documents', which set out the requirements and give practical and technical guidance on compliance with the regulations, cover structure; fire safety; site preparation, contaminants and resistance to moisture; toxic substances; sound transmission; ventilation; hygiene; drainage and waste disposal; heating appliances; protection from falling; conservation of fuel and power; access and facilities for disabled people; glazing; and electrical safety.

The local authority must be given notice, accompanied by a fee, before work commences. Building Control inspectors will make independent checks on compliance and issue a final certificate on satisfactory completion.

CDM Regulations 2007

The Construction (Design and Management) Regulations 2007 (CDM) relate to the design, construction, use, maintenance, cleaning, repair and demolition of buildings and structures. The regulations seek to eliminate potential hazards, and to ensure that those that cannot be eliminated are minimised by careful design and management.

The regulations impose statutory duties on designers and contractors on all projects. They also impose statutory duties on clients (unless your project relates to your home).

If your architect advises that your project is notifiable under the regulations, you must appoint a CDM co-ordinator.

Designers, CDM co-ordinators and contractors must provide evidence of competence so that you can make a judgement about how suitable they are for the type of project and its risks.

Membership of a professional institution, for example the RIBA, is a strong indicator of the necessary knowledge and an ability to recognise the health and safety implications of the appointee's work

Most designers, CDM co-ordinators and contractors will maintain a package of information showing how their own policy, organisation and arrangements demonstrate competence.

(See also *A client's guide to health and safety for a construction project*, which explains in greater detail the statutory duties; available from www.ribabookshops.com.)

Party Wall etc. Act 1996

A notice must be served by or on behalf of the building owner, notifying the owner and occupiers of the adjoining land, if:

- a party wall is to be demolished, rebuilt, extended or repaired
- a new building is to be constructed near the boundary
- a new party fence is to be built
- a new wall is to be built up to the boundary line.

If the adjoining owner does not consent to the works, a dispute will arise. The Act sets out a procedure for resolving any such disputes.

Site Waste Management Plans Regulations 2008

These regulations require that any person intending to carry out a construction project with an estimated cost greater than £300,000 prepares and maintains a waste-management plan.

Housing Grants, Construction and Regeneration Act 1996

This Act applies to most *construction contracts* that include client–architect professional services agreements. However, the Act does not apply to a contract with a ‘residential occupier’ that *principally relates to operations on a dwelling which one of the parties to the contract occupies or intends to occupy, as his residence* (S. 106).

Part 8 of the Local Democracy Economic Development and Construction Act 2009 introduced a series of changes to Part II of the Act. The changes apply to construction contracts entered into on or after 1 October 2011 in England and Wales and to construction contracts entered into on or after 1 November 2011 in Scotland.

Key changes include the provisions that:

- a construction contract no longer needs to be in writing for the Act to apply
- a dispute arising from an oral contract can be referred to adjudication.

RIBA Standard and Concise Agreements include terms to comply with the Act's provisions, which primarily relate to payment procedures and resolution of disputes by adjudication.

Late Payment of Commercial Debts Regulations 2013

The legislation entitles a business to claim from another business simple interest for late payment and for reasonable debt-recovery costs. The statutory rate is 8% over the official dealing rate of the Bank of England (the base rate). Visit www.payontime.co.uk for information about the legislation and an interest calculator.

It is for the supplier, for example the architect, to decide whether or not to use the statutory right. Alternatively, the parties (the client and architect, for example) may agree different terms, but the Act requires that any alternative must be a substantial remedy. The regulations do not apply where the payee is a consumer.

Equality Act 2010

The Act replaced previous anti-discrimination laws with a single Act to make the law simpler and to remove inconsistencies. This makes the law easier for people to understand and comply with. The Act also strengthened protection in some situations, and covers nine protected characteristics that cannot be used as a reason to treat people unfairly. Every person has one or more of the protected characteristics, so the act protects everyone against unfair treatment. The protected characteristics are: age, disability, gender

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reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

The Equality Act sets out the different ways in which it is unlawful to treat someone, such as direct and indirect discrimination, harassment, victimisation and failing to make a reasonable adjustment for a disabled person.

The Act prohibits unfair treatment in the workplace; when providing goods, facilities and services; when exercising public functions; and when buying or renting property.

The Unfair Terms in Consumer Contracts Regulations 1999

Domestic projects

The object of this legislation is to offer the consumer protection where the contracting parties might be of unequal bargaining strength and the terms of the contract have been drafted unilaterally.

Your architect will explain the implications of the regulations, which require that the terms are 'individually negotiated'.

You will be a 'consumer' if you sign a contract in your own name, not as a limited company or other legal entity – i.e. 'a natural person acting for purposes outside his trade, business or profession'.

For work to your home or to a second home you will be exempt from:

- the provisions of the Housing Grants, Construction and Regeneration Act 1996 as a 'residential occupier'
- the Late Payment of Commercial Debts Regulations 2013.

If your second home is to be let at any time as a holiday rental or to other tenants, these exemptions will not apply.

The terms of the RIBA Domestic Project Agreement recognise the importance of the regulations.

OTHER RIBA CLIENT GUIDES

Available from RIBA Bookshops (www.ribabookshops.com):

A client's guide to health and safety for a construction project under the Construction (Design and Management) Regulations 2007

Available online from www.ribabookshops.com/agreements/RIBAAgreementsSite/ScheduleOfServices.aspx:

A guide to Access Consultancy Services

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Working with an architect for your home

Client Conversations: Insights into successful project outcomes

© Royal Institute of British Architects 2013
Published by RIBA Publishing, 15 Bonhill Street, London EC2P 2EA

ISBN 978 1 85946 494 6

Stock Code 80464

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British Library Cataloguing in Publication Data
A catalogue record of this guide is available from the British Library.

Publisher: Steven Cross
Project editor: Neil O'Regan
Typeset and designed by: Gray Publishing
Printed and bound by Windsor Print, Tonbridge

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A client's guide to engaging an architect

If you need to know about engaging the services of an architect, this RIBA guide is for you. Straightforward and completely up to date, it sets out everything that you as a client – whether for domestic, commercial, small or large projects – needs to be aware of.

As well as explaining the considerable added value that the right architect can bring to the success of your project, the guide talks you through the formal appointment mechanisms that architects as professionals will expect to transact with you. General background information outlining the importance of the brief and project management is supported by an explanation of the industry-standard 'RIBA Plan of Work 2013'. Importantly, the various options for calculating fees are described. Finally, the guide briefly introduces you to other major legislation affecting your project.

Aimed at all construction clients – especially those who have never carried out this role before – this guide offers a quick and easy overview of the value, mechanisms and context of appointing your architect.

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ISBN 978-1-85946-494-6

