



Arch-iD^{Ltd}

THE ARCHITECTURAL DESIGN PRACTICE

Professional contracts & practice handbook

A client-ready visual and contractual reference library for architectural design services.



24 SERVICE & SUPPORT DOCUMENTS / CONCISE + COMPREHENSIVE / EDITABLE WORD LIBRARY

Founder and designer / Dr. Ali Mohammed Practice identity / Arch-iD Ltd/ Alyco Edition / October 2026

An independently drafted set of precedents, not an ARB endorsement or RIBA-published suite. Qualification and registration must be represented accurately. Legal status, insurance and contract terms require verification.



About this handbook

Practice edition / 13 October 2026

This library collects 24 contract types in two individually selectable editorial forms. Within every chapter the shorter version is presented FIRST, followed by the comprehensive alternative. They are alternatives: do not execute both, and do not infer that the full edition alters an already signed short appointment.

Publication and legal notices

The contents are original templates, not RIBA standard-form contracts and not ARB-approved. They do not by themselves create an architectural registration, guarantee an insurance policy, or appoint statutory Principal Designers. Fill out every project-specific schedule and obtain appropriate construction legal advice before signature. The user-supplied master client appointment PDF is supplied separately as a source reference; its operative terms remain independent unless agreed in a signed appointment.

Document control	Arch-iD Ltd CONTRACT LIBRARY / 2026-10 / v2.0
Prepared for	Dr. Ali Mohammed — architectural designer, trading as Arch-iD Ltd Alyco (as stated in the source appointment)
Use	Precedent and practice reference; adapted by project
Professional title	Architectural designer. Do not describe the individual as architect unless ARB registration is verified.
Legal entity	[VERIFY sole trader identity or incorporated company, when applicable]
Public contact	[Confirm correspondence address and preferred professional email before issue]
Source agreements	Existing 48-template collection and supplied 15-page master appointment

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- 06 Professional source references and final checks

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Dr. Ali Mohammed

Professional profile / neutral reference biography

Prepared from information the designer previously supplied; not an independently verified biographical publication. 403 words.

Dr. Ali Mohammed is a UK-based architectural designer and the founder of Arch-iD Ltd design practice identity also presented as Arch-iD Ltd Alyco in its professional client documents. His work and interests span architectural design, spatial research, technical communication, digital representation and climate-responsive design. He has described his approach as concerned with the relationship between built form, local identity, environment and the experience of people using buildings.

Mohammed reports having completed an undergraduate architecture programme at the University of East London, with a qualification associated with the Part 1 stage of UK architectural education. He has also described undertaking Master of Architecture (Part 2) studies at the University of Central Lancashire, now the University of Lancashire. These education details are based on information supplied by Mohammed and should be checked against degree certificates and current professional accreditation records before publication. He has not represented his Part 1 qualification as equivalent to entry on the Architects Register.

Through Arch-iD Ltd Mohammed has developed a visual design language that combines architectural drawings, axonometric studies, sectional cutaways and technically annotated renderings. His stated presentation interests include material assemblages, structural legibility, contextual landscapes, environmental modelling and photographic-style visualisation. This emphasis reflects his interest in design communication as both an analytical and public-facing tool.

A recurring subject in Mohammed's design thinking is the architecture of Sudan and the wider Middle East. He has discussed vernacular cooling techniques, the use of shaded courtyards, thermal mass, cross-ventilation, locally sourced materials and traditional porous-clay water vessels known as zeer. These references inform his interest in culturally situated responses to hot and arid climates rather than the indiscriminate adoption of generic international design conventions. He has also discussed architectural research and professional aspirations in the Gulf region, including Saudi Arabia and neighbouring countries.

Mohammed's practice interests extend to responsible design consultancy, clearly scoped client appointments, drawing standards, project information management and collaboration with specialist consultants. The Arch-iD Ltd document library has been conceived to distinguish concept and design services from statutory certifications, specialist engineering and construction-contract administration.

As of October 2026, Mohammed describes his professional position as architectural designer while working towards further architectural qualifications and potential registration. Arch-iD Ltd is used here as a trade or studio name and should not be described as a limited company or a RIBA Chartered Practice unless that status has been separately established. No independent claims of built-project completion, public awards or ARB registration are made in this profile.

Practice direction

Arch-iD Ltd Alyco

Architectural design • climate-sensitive spatial thinking • visual communication • research-led process • accountable scope and client consent.

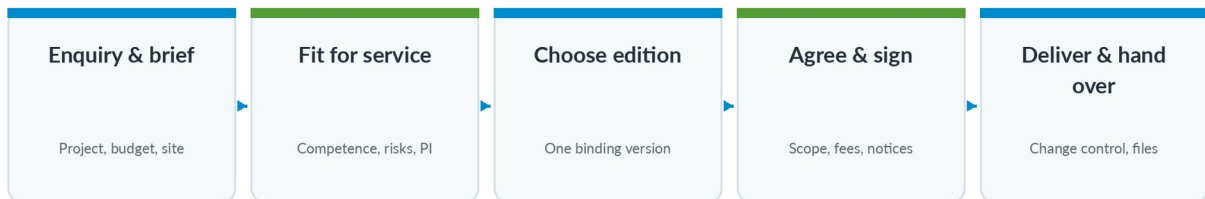


Practice systems & illustrated procedures

Five operational diagrams translate contract controls into practical steps.

FIG. 01 / From initial instruction to controlled handover

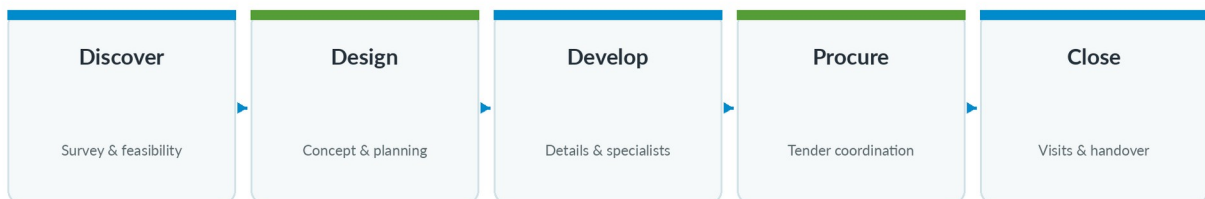
01 | APPOINTMENT JOURNEY



Agreement forms must be completed, verified and accepted before instruction.

FIG. 02 / Indicative sequence of project design and client gateways

02 | PROJECT DELIVERY GATES

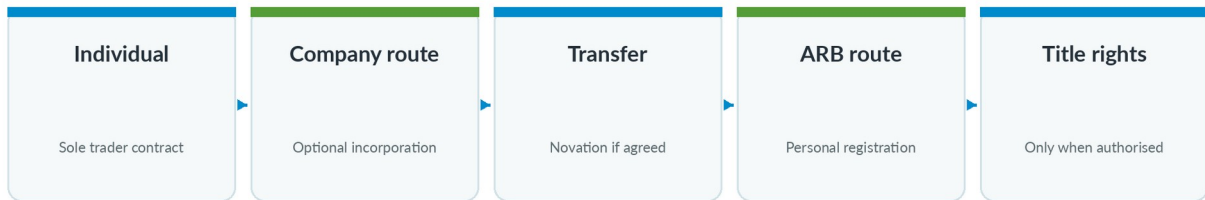


Indicative project workflow, not a reproduction of the official RIBA Plan of Work.



FIG. 03 / Company formation, contract transfer and ARB registration are separate

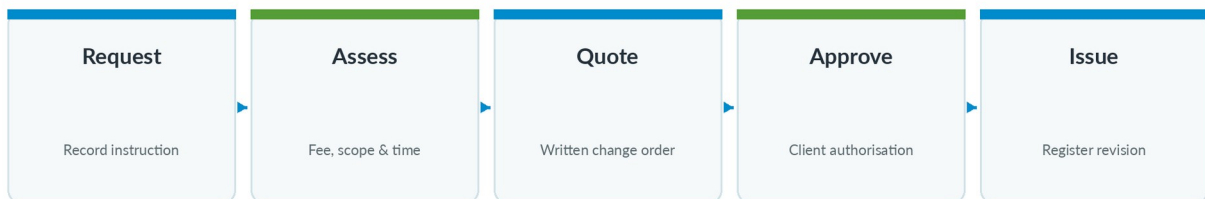
03 | CONTRACTING AND REGISTRATION



Company formation and professional registration are legally separate processes.

FIG. 04 / A variation is assessed and approved before additional work

04 | VARIATION AUTHORITY

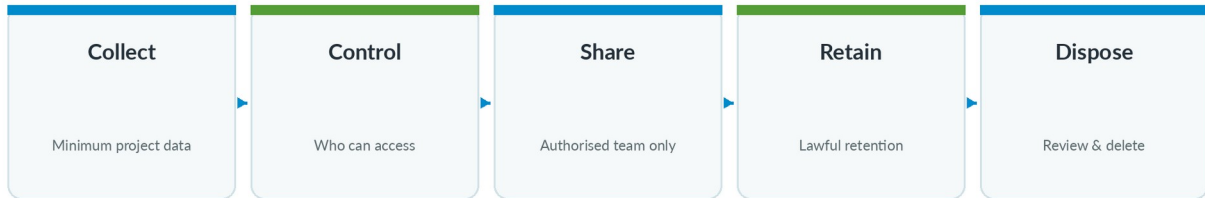


No unapproved extra fee or automatic charge for a proposed variation.



FIG. 05 / Information security and project data lifecycle

05 | INFORMATION AND RISK



Separate privacy notice and data processing agreement where required.



Choosing a suitable appointment

Operational guidance

Start with 01 for a homeowner and 02 for a business client. Use subject-specific agreements 03–19 only if they represent separable, appropriately scoped commissions; 20–24 are auxiliary legal instruments. When combining services under one instruction, attach schedules rather than creating inconsistent overlapping obligations. All contractual parties, scope, outputs, milestones, VAT status, privacy and consumer notices must be identified before work is instructed.

Edition rule: A or B, never A plus B

The short edition and comprehensive edition describe the SAME class of engagement at different levels of detail. Both versions are printed for comparison and choice. Select exactly one edition in writing; delete or clearly mark the unselected edition as NOT APPLICABLE on any signed issue. A client should not be asked to sign two alternative versions at once.

Status, registration and competence

A sole trader is an individual carrying on business, not a limited company. Companies House incorporation and ARB registration are different procedures. Moving an engagement to a future company may require client consent and an effective novation. Only a person on the Architects Register may practise under the protected title “architect”. Work involving technical design or statutory dutyholder functions requires demonstrated competence and an explicit role allocation; legal duties may apply despite contract exclusions.

Insurance, limitations, and external advice

Before appointment, state the factual professional indemnity position without inventing an insurer, limit or coverage. Any liability cap or unusual limitation should be separately negotiated and solicitor-reviewed; never purport to exclude non-excludable liabilities or statutory consumer protections. When using an official RIBA form is desirable, license a current edition through RIBA Contracts Digital rather than branding this original text as RIBA material.

Consumer protections and cancellation

Where consumer distance/off-premises cancellation rights apply, the usual 14-day period and required pre-contract notices must be dealt with appropriately. An advance payment is not automatically non-refundable. An express early-start request and associated acknowledgement must be recorded where required by law. Provide required information and agreement confirmation on a durable medium, and obtain independent advice for edge cases.



Master appointment control panel

Adapted from the uploaded Arch-iD Ltd Alyco client agreement

This section is an operating checklist and schedule template, not a substitute for the detailed operative terms in a chosen chapter or the supplied source PDF.

Client legal name	[FULL LEGAL NAME / ENTITY]
Client contact and category	[EMAIL / ADDRESS / CONSUMER OR BUSINESS]
Practice legal name	[Dr. Ali Mohammed trading as Arch-iD Ltd Alyco OR CORRECT COMPANY IDENTITY]
Site, design brief and country	[PROJECT REFERENCE / LOCATION / JURISDICTION]
Agreed service type	[SELECT CHAPTER AND EDITION / DATED SCOPE]
Deliverables and status	[SHEETS, FORMATS, PURPOSE, ISSUE STATUS]
Options, meetings, revisions	[INCLUDED NUMBER / CLIENT RESPONSE TIME]
Specialist consultants	[LIST ACTUAL CONSULTANTS / SEPARATE APPOINTMENTS]
CDM & Building Regs dutyholders	[RECORD ACTUAL ALLOCATIONS, NOT ASSUMED]
PI cover & exclusions	[FACTUAL INSURER, LIMIT, PERIOD OR NO COVER]
Fee basis	[FIXED / HOURLY / PERCENTAGE WITH PRECISE METHOD]
VAT and approved expenses	[VAT POSITION / EXPENSE CAP / APPROVAL]
Payment milestones	[TRIGGER, AMOUNT, INVOICE & DUE DATE]
Cancellation/early start	[ASSESS CONSUMER ELIGIBILITY / RECORD ELECTION]
Confidentiality/portfolio permission	[DATA AND IMAGE RESTRICTIONS / SEPARATE CONSENT]
Signed document reference	[SELECTED EDITION, DATE, PARTIES, SIGNATURES]

Master source agreement modules

The uploaded 15-page master agreement sets out appointment particulars (pp. 3–4), professional terms including reasonable skill and care, scope, statutory duties, payments, changes, copyright, personal data, insurance and termination (pp. 5–8); client privacy information (pp. 9–10); consumer cancellation choices (p. 11); variations (p. 12); an expressly opt-in optional special-purpose undertaking (p. 13); and signatures (p. 14). Preserve these functions when tailoring the selected appointment.

Suggested controlled file issue sequence

1. Issue quote and practice/professional disclosures. 2. Resolve suitability, competence, PI and third-party duties. 3. Complete schedules and issue chosen version A or B with consumer materials where applicable. 4. Record acceptance with version control. 5. Create controlled drawings and variation register. 6. Confirm fee reconciliation and handover. 7. Archive securely under a defined retention schedule.



CHAPTER 01 / INDIVIDUAL AGREEMENT

Domestic Architectural Design Appointment

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Architectural design consultancy for a homeowner undertaking alteration, extension, refurbishment or a new dwelling.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Agree a written project brief, site address, target budget and selected design stages
- Prepare agreed sketches, plans and elevations, with up to [NUMBER] revision rounds
- Attend [NUMBER] design meetings and issue electronic PDFs

Not included

The following are specifically outside the fee and appointment:

- Structural engineering, party-wall advice, ecology, ground investigation, cost certification and statutory principal-designer appointments
- Building control approval, planning approval and construction management unless expressly added

Specialist caution

The homeowner must provide lawful access, ownership details, existing records, spending limits and timely design decisions. Separate written appointments are needed for structural engineers and other competent specialists.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The homeowner must provide lawful access, ownership details, existing records, spending limits and timely design decisions. Separate written appointments are needed for structural engineers and other competent specialists.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Architectural design consultancy for a homeowner undertaking alteration, extension, refurbishment or a new dwelling.

Included activities and deliverables:

- Agree a written project brief, site address, target budget and selected design stages
- Prepare agreed sketches, plans and elevations, with up to [NUMBER] revision rounds
- Attend [NUMBER] design meetings and issue electronic PDFs

Express exclusions and necessary specialist appointments:

- Structural engineering, party-wall advice, ecology, ground investigation, cost certification and statutory principal-designer appointments
- Building control approval, planning approval and construction management unless expressly added



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The homeowner must provide lawful access, ownership details, existing records, spending limits and timely design decisions.
Separate written appointments are needed for structural engineers and other competent specialists.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 02 / INDIVIDUAL AGREEMENT

Commercial Architectural Design Appointment

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Design consultancy for a commercial or institutional development, fit-out or alteration.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Develop an agreed employer/client brief and functional accommodation schedule
- Issue agreed drawings, design reports and coordination material by stage
- Attend [NUMBER] coordination meetings and log principal design decisions

Not included

The following are specifically outside the fee and appointment:

- Cost management, engineering certifications, regulated dutyholder appointments and construction contract administration
- Tenant/licensor consents and third-party authority unless delegated in writing

Specialist caution

The business client appoints project dutyholders and supplies title, surveys, operational requirements and programme constraints. A separate programme of deliverables and design responsibility matrix must be agreed before technical design.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The business client appoints project dutyholders and supplies title, surveys, operational requirements and programme constraints. A separate programme of deliverables and design responsibility matrix must be agreed before technical design.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Design consultancy for a commercial or institutional development, fit-out or alteration.

Included activities and deliverables:

- Develop an agreed employer/client brief and functional accommodation schedule
- Issue agreed drawings, design reports and coordination material by stage
- Attend [NUMBER] coordination meetings and log principal design decisions

Express exclusions and necessary specialist appointments:

- Cost management, engineering certifications, regulated dutyholder appointments and construction contract administration
- Tenant/licensor consents and third-party authority unless delegated in writing



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The business client appoints project dutyholders and supplies title, surveys, operational requirements and programme constraints. A separate programme of deliverables and design responsibility matrix must be agreed before technical design.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 03 / INDIVIDUAL AGREEMENT

Feasibility Study and Site Appraisal

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Early-stage appraisal of development options, site opportunities, constraints and indicative feasibility.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Desktop review of information supplied and publicly available planning context
- Prepare up to [NUMBER] concept scenarios and an opportunities-and-risks matrix
- Issue a feasibility report marked preliminary

Not included

The following are specifically outside the fee and appointment:

- Legal title due diligence, measured survey, valuation, verified cost plan, environmental studies or guarantee of development potential

Specialist caution

Feasibility conclusions are based on assumptions identified in the report and must not be used as construction information. Independent planning, valuation, quantity surveying and legal advice may be required before acquisition or investment.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

Feasibility conclusions are based on assumptions identified in the report and must not be used as construction information. Independent planning, valuation, quantity surveying and legal advice may be required before acquisition or investment.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Early-stage appraisal of development options, site opportunities, constraints and indicative feasibility.

Included activities and deliverables:

- Desktop review of information supplied and publicly available planning context
- Prepare up to [NUMBER] concept scenarios and an opportunities-and-risks matrix
- Issue a feasibility report marked preliminary

Express exclusions and necessary specialist appointments:

- Legal title due diligence, measured survey, valuation, verified cost plan, environmental studies or guarantee of development potential



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

Feasibility conclusions are based on assumptions identified in the report and must not be used as construction information.
Independent planning, valuation, quantity surveying and legal advice may be required before acquisition or investment.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 04 / INDIVIDUAL AGREEMENT

Measured Survey and Existing-Conditions Drawing

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Non-intrusive measurement and drawing of accessible existing building areas.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Measure accessible rooms and visible features within the agreed survey boundaries
- Produce existing plans, elevations or sections at agreed scale
- Provide a dimensional tolerance statement and note inaccessible zones

Not included

The following are specifically outside the fee and appointment:

- Structural inspection, hidden defects, intrusive investigation, boundary determination, underground services and certified topographical survey

Specialist caution

The client secures safe access and alerts the designer to hazards, fragile fabric and restricted areas. Dimensions must be checked on site by the contractor before manufacture or construction.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The client secures safe access and alerts the designer to hazards, fragile fabric and restricted areas. Dimensions must be checked on site by the contractor before manufacture or construction.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Non-intrusive measurement and drawing of accessible existing building areas.

Included activities and deliverables:

- Measure accessible rooms and visible features within the agreed survey boundaries
- Produce existing plans, elevations or sections at agreed scale
- Provide a dimensional tolerance statement and note inaccessible zones

Express exclusions and necessary specialist appointments:

- Structural inspection, hidden defects, intrusive investigation, boundary determination, underground services and certified topographical survey



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The client secures safe access and alerts the designer to hazards, fragile fabric and restricted areas. Dimensions must be checked on site by the contractor before manufacture or construction.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



Concept and Pre-Planning Design

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Initial spatial, massing and design exploration before a formal planning submission.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Translate the brief into up to [NUMBER] concept options
- Prepare massing diagrams, indicative plans, precedent imagery and a summary presentation
- Hold [NUMBER] review session and record selection of a preferred concept

Not included

The following are specifically outside the fee and appointment:

- Planning drawings ready for validation, structural feasibility, technical specification and compliance certification

Specialist caution

The work is exploratory and may change materially following surveys, authority feedback and specialist advice. The client authorises a separate appointment before any planning submission.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.

Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price



or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The work is exploratory and may change materially following surveys, authority feedback and specialist advice. The client authorises a separate appointment before any planning submission.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Initial spatial, massing and design exploration before a formal planning submission.

Included activities and deliverables:

- Translate the brief into up to [NUMBER] concept options
- Prepare massing diagrams, indicative plans, precedent imagery and a summary presentation
- Hold [NUMBER] review session and record selection of a preferred concept

Express exclusions and necessary specialist appointments:

- Planning drawings ready for validation, structural feasibility, technical specification and compliance certification

Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£]. Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:



[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The work is exploratory and may change materially following surveys, authority feedback and specialist advice. The client authorises a separate appointment before any planning submission.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 06 / INDIVIDUAL AGREEMENT

Planning Application Preparation and Agency

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Prepare agreed planning material and act as the client's submission agent where authorised.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Draft the agreed planning drawings and short design statement within competence
- Assemble client-supplied consultant reports and submit via the applicable portal if authorised
- Track validation correspondence and respond to [NUMBER] rounds of routine queries

Not included

The following are specifically outside the fee and appointment:

- Planning decision, appeal, consultation lobbying, highway reports, heritage assessments or specialist environmental reports unless separately appointed

Specialist caution

The client signs the necessary ownership certificates, pays authority fees and approves all submission documents before filing. No planning consent, determination date or validation outcome is guaranteed.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The client signs the necessary ownership certificates, pays authority fees and approves all submission documents before filing. No planning consent, determination date or validation outcome is guaranteed.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Prepare agreed planning material and act as the client's submission agent where authorised.

Included activities and deliverables:

- Draft the agreed planning drawings and short design statement within competence
- Assemble client-supplied consultant reports and submit via the applicable portal if authorised
- Track validation correspondence and respond to [NUMBER] rounds of routine queries

Express exclusions and necessary specialist appointments:

- Planning decision, appeal, consultation lobbying, highway reports, heritage assessments or specialist environmental reports unless separately appointed



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The client signs the necessary ownership certificates, pays authority fees and approves all submission documents before filing. No planning consent, determination date or validation outcome is guaranteed.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 07 / INDIVIDUAL AGREEMENT

Planning Conditions and Design Revisions

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Assistance with discharging selected planning conditions or responding to agreed planning amendments.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Review the written planning decision and conditions supplied by the client
- Prepare and submit selected drawings or design particulars for [CONDITION NUMBERS]
- Handle one round of routine local-authority clarification

Not included

The following are specifically outside the fee and appointment:

- Construction compliance certification, legal interpretation, appeals, material amendment applications unless scoped
- Specialist evidence, samples, mock-ups and third-party testing

Specialist caution

The client remains responsible for ensuring conditions are discharged before activities requiring approval. Additional conditions and authority-requested redesigns are separately priced.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The client remains responsible for ensuring conditions are discharged before activities requiring approval. Additional conditions and authority-requested redesigns are separately priced.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Assistance with discharging selected planning conditions or responding to agreed planning amendments.

Included activities and deliverables:

- Review the written planning decision and conditions supplied by the client
- Prepare and submit selected drawings or design particulars for [CONDITION NUMBERS]
- Handle one round of routine local-authority clarification

Express exclusions and necessary specialist appointments:

- Construction compliance certification, legal interpretation, appeals, material amendment applications unless scoped
- Specialist evidence, samples, mock-ups and third-party testing



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The client remains responsible for ensuring conditions are discharged before activities requiring approval. Additional conditions and authority-requested redesigns are separately priced.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 08 / INDIVIDUAL AGREEMENT

Technical Drawings and Building Regulations Support

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Architectural drafting and design coordination for a defined technical package.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Produce listed architectural details, plans, sections and schedules at agreed revision status
- Coordinate identified specialist information made available by the client
- Issue an explicit drawing register stating purpose, status and limitations

Not included

The following are specifically outside the fee and appointment:

- Structural calculations, fire strategy, MEP design, energy assessments and any specialist certificate
- Acting as Building Regulations principal designer or CDM principal designer unless legally eligible and separately appointed

Specialist caution

The designer must have and maintain competence for all undertaken work; specialist elements must be designed and verified by appropriately competent persons. No document is to be used for construction until expressly issued as suitable for construction by the responsible competent team.



Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.

Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.



For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The designer must have and maintain competence for all undertaken work; specialist elements must be designed and verified by appropriately competent persons. No document is to be used for construction until expressly issued as suitable for construction by the responsible competent team.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Architectural drafting and design coordination for a defined technical package.

Included activities and deliverables:

- Produce listed architectural details, plans, sections and schedules at agreed revision status
- Coordinate identified specialist information made available by the client
- Issue an explicit drawing register stating purpose, status and limitations

Express exclusions and necessary specialist appointments:

- Structural calculations, fire strategy, MEP design, energy assessments and any specialist certificate
- Acting as Building Regulations principal designer or CDM principal designer unless legally eligible and separately appointed



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The designer must have and maintain competence for all undertaken work; specialist elements must be designed and verified by appropriately competent persons. No document is to be used for construction until expressly issued as suitable for construction by the responsible competent team.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



Interior Design and Fit-Out Consultancy

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Interior layouts, finishes and non-structural fit-out design within the agreed premises.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Develop space plans, mood boards, finish palettes and agreed key elevations
- Provide furniture/fixture schedules and up to [NUMBER] design revisions
- Coordinate selections with supplier data received

Not included

The following are specifically outside the fee and appointment:

- Structural alterations, fire engineering, MEP calculations, product procurement and contractor control
- Warranty of third-party products, installation quality or building-regulations compliance certification

Specialist caution

The client identifies any use, accessibility, safety, landlord and statutory constraints. Life-safety, accessibility and technical matters must be checked by competent specialists.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The client identifies any use, accessibility, safety, landlord and statutory constraints. Life-safety, accessibility and technical matters must be checked by competent specialists.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Interior layouts, finishes and non-structural fit-out design within the agreed premises.

Included activities and deliverables:

- Develop space plans, mood boards, finish palettes and agreed key elevations
- Provide furniture/fixture schedules and up to [NUMBER] design revisions
- Coordinate selections with supplier data received

Express exclusions and necessary specialist appointments:

- Structural alterations, fire engineering, MEP calculations, product procurement and contractor control
- Warranty of third-party products, installation quality or building-regulations compliance certification



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The client identifies any use, accessibility, safety, landlord and statutory constraints. Life-safety, accessibility and technical matters must be checked by competent specialists.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 10 / INDIVIDUAL AGREEMENT

Heritage and Conservation Design Support

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Early design assistance affecting a traditional, listed or conservation-area property.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Record the heritage brief and known designation constraints
- Develop sensitive design options with a preliminary impact commentary
- Coordinate information supplied by a qualified heritage specialist

Not included

The following are specifically outside the fee and appointment:

- Expert conservation accreditation, heritage significance certification, listed-building consent guarantee
- Archaeology, materials pathology, intrusive testing or specialist conservation sign-off

Specialist caution

The client must obtain heritage-specialist input and all necessary consent before works begin. The consultant does not claim conservation architect status or specialist accreditation.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The client must obtain heritage-specialist input and all necessary consent before works begin. The consultant does not claim conservation architect status or specialist accreditation.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Early design assistance affecting a traditional, listed or conservation-area property.

Included activities and deliverables:

- Record the heritage brief and known designation constraints
- Develop sensitive design options with a preliminary impact commentary
- Coordinate information supplied by a qualified heritage specialist

Express exclusions and necessary specialist appointments:

- Expert conservation accreditation, heritage significance certification, listed-building consent guarantee
- Archaeology, materials pathology, intrusive testing or specialist conservation sign-off



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The client must obtain heritage-specialist input and all necessary consent before works begin. The consultant does not claim conservation architect status or specialist accreditation.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 11 / INDIVIDUAL AGREEMENT

Sustainability and Climate-Responsive Design Advice

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Concept-level passive-design and sustainability advice appropriate to climate and brief.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Review orientation, shading, ventilation, envelope concepts and overheating risk at a qualitative level
- Develop climate-responsive sketches and a prioritised recommendations note
- Identify matters requiring energy, acoustic, mechanical or other technical modelling

Not included

The following are specifically outside the fee and appointment:

- EPC or SAP calculations, energy certification, dynamic thermal modelling, net-zero guarantee or performance verification

Specialist caution

Projected savings and comfort improvements are indicative until assessed by qualified specialists using agreed modelling assumptions. Climate recommendations do not displace building safety, statutory performance or specialist mechanical advice.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

Projected savings and comfort improvements are indicative until assessed by qualified specialists using agreed modelling assumptions. Climate recommendations do not displace building safety, statutory performance or specialist mechanical advice.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Concept-level passive-design and sustainability advice appropriate to climate and brief.

Included activities and deliverables:

- Review orientation, shading, ventilation, envelope concepts and overheating risk at a qualitative level
- Develop climate-responsive sketches and a prioritised recommendations note
- Identify matters requiring energy, acoustic, mechanical or other technical modelling

Express exclusions and necessary specialist appointments:

- EPC or SAP calculations, energy certification, dynamic thermal modelling, net-zero guarantee or performance verification



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

Projected savings and comfort improvements are indicative until assessed by qualified specialists using agreed modelling assumptions. Climate recommendations do not displace building safety, statutory performance or specialist mechanical advice.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 12 / INDIVIDUAL AGREEMENT

Architectural Visualisation and Rendering

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Creation of non-technical images, diagrams and presentational architectural visualisations.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Supply [NUMBER] still images or [NUMBER] animation seconds at agreed resolution
- Complete up to [NUMBER] feedback rounds against the approved art direction
- Deliver final JPG/PNG/PDF files and an asset-use list

Not included

The following are specifically outside the fee and appointment:

- Verified dimensions, construction details, planning consent, editable source files or factual site representations unless agreed

Specialist caution

Illustrative renders may contain artist impressions and shall not be relied upon for dimensional or construction decisions. Third-party image, font and model assets remain subject to their licence terms.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

Illustrative renders may contain artist impressions and shall not be relied upon for dimensional or construction decisions. Third-party image, font and model assets remain subject to their licence terms.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Creation of non-technical images, diagrams and presentational architectural visualisations.

Included activities and deliverables:

- Supply [NUMBER] still images or [NUMBER] animation seconds at agreed resolution
- Complete up to [NUMBER] feedback rounds against the approved art direction
- Deliver final JPG/PNG/PDF files and an asset-use list

Express exclusions and necessary specialist appointments:

- Verified dimensions, construction details, planning consent, editable source files or factual site representations unless agreed



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

Illustrative renders may contain artist impressions and shall not be relied upon for dimensional or construction decisions.
Third-party image, font and model assets remain subject to their licence terms.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 13 / INDIVIDUAL AGREEMENT

BIM, CAD and Digital Model Production

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Production of digital models and drawings for an agreed information purpose and level of information need.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Create deliverables in [SOFTWARE/FORMAT] under a written information-delivery specification
- Identify model elements, exchange dates, coordinate origin and model status
- Provide issue record and agreed format-validation check

Not included

The following are specifically outside the fee and appointment:

- Federated coordination, clash-free guarantee, COBie delivery, facilities-management model, as-built verification and authoring other disciplines' models

Specialist caution

No reliance may be placed on model elements outside the expressly stated permitted purpose and information level. The client must not infer dimensions from graphical appearance and must maintain version control.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

No reliance may be placed on model elements outside the expressly stated permitted purpose and information level. The client must not infer dimensions from graphical appearance and must maintain version control.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Production of digital models and drawings for an agreed information purpose and level of information need.

Included activities and deliverables:

- Create deliverables in [SOFTWARE/FORMAT] under a written information-delivery specification
- Identify model elements, exchange dates, coordinate origin and model status
- Provide issue record and agreed format-validation check

Express exclusions and necessary specialist appointments:

- Federated coordination, clash-free guarantee, COBie delivery, facilities-management model, as-built verification and authoring other disciplines' models



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

No reliance may be placed on model elements outside the expressly stated permitted purpose and information level. The client must not infer dimensions from graphical appearance and must maintain version control.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 14 / INDIVIDUAL AGREEMENT

Tender Preparation and Contractor Selection Support

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Non-binding assistance in organising tender information and comparing contractors' proposals.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Compile a schedule of drawings and information received for prospective tenderers
- Issue agreed clarifications and compare submissions using a published comparison table
- Prepare a non-binding tender recommendation memorandum

Not included

The following are specifically outside the fee and appointment:

- Quantity surveying, cost verification, contractor due diligence beyond agreed checks
- Entering a building contract, certifying bids or guaranteeing contractor performance

Specialist caution

The client alone selects and contracts with the building contractor and must take independent cost/legal advice as needed. Any building contract must be a separate agreement between the client and contractor.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The client alone selects and contracts with the building contractor and must take independent cost/legal advice as needed. Any building contract must be a separate agreement between the client and contractor.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Non-binding assistance in organising tender information and comparing contractors' proposals.

Included activities and deliverables:

- Compile a schedule of drawings and information received for prospective tenderers
- Issue agreed clarifications and compare submissions using a published comparison table
- Prepare a non-binding tender recommendation memorandum

Express exclusions and necessary specialist appointments:

- Quantity surveying, cost verification, contractor due diligence beyond agreed checks
- Entering a building contract, certifying bids or guaranteeing contractor performance



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The client alone selects and contracts with the building contractor and must take independent cost/legal advice as needed.
Any building contract must be a separate agreement between the client and contractor.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 15 / INDIVIDUAL AGREEMENT

Construction-Stage Design Observation Visits

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Periodic visual visits to report apparent conformity with the agreed design information.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Attend up to [NUMBER] scheduled visits subject to safe access
- Issue factual visit notes identifying observable matters for contractor response
- Answer listed design queries within agreed boundaries

Not included

The following are specifically outside the fee and appointment:

- Full-time site supervision, clerk-of-works service, quality assurance, testing, certification or contract administration
- Control of contractors, site health and safety, temporary works and statutory dutyholder functions

Specialist caution

The contractor remains responsible for methods, workmanship, health and safety, and all applicable inspections. A visit does not certify that concealed work or the whole project is compliant.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The contractor remains responsible for methods, workmanship, health and safety, and all applicable inspections. A visit does not certify that concealed work or the whole project is compliant.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Periodic visual visits to report apparent conformity with the agreed design information.

Included activities and deliverables:

- Attend up to [NUMBER] scheduled visits subject to safe access
- Issue factual visit notes identifying observable matters for contractor response
- Answer listed design queries within agreed boundaries

Express exclusions and necessary specialist appointments:

- Full-time site supervision, clerk-of-works service, quality assurance, testing, certification or contract administration
- Control of contractors, site health and safety, temporary works and statutory dutyholder functions



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The contractor remains responsible for methods, workmanship, health and safety, and all applicable inspections. A visit does not certify that concealed work or the whole project is compliant.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 16 / INDIVIDUAL AGREEMENT

Client Adviser and Design Coordination Support

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Support the employer or property owner in coordinating design information and meetings.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Maintain a design-action register, meeting agenda and agreed contact matrix
- Review status of consultant submissions for completeness without replacing technical checking
- Escalate apparent coordination gaps to the responsible appointed professionals

Not included

The following are specifically outside the fee and appointment:

- Project management authority, contract administration, employer's agent powers, cost certification or any principal-designer duty

Specialist caution

The client retains all decisions, approvals and appointments and provides a clear authority matrix. The adviser cannot instruct third parties, change scope or bind the client without express written authority.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The client retains all decisions, approvals and appointments and provides a clear authority matrix. The adviser cannot instruct third parties, change scope or bind the client without express written authority.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Support the employer or property owner in coordinating design information and meetings.

Included activities and deliverables:

- Maintain a design-action register, meeting agenda and agreed contact matrix
- Review status of consultant submissions for completeness without replacing technical checking
- Escalate apparent coordination gaps to the responsible appointed professionals

Express exclusions and necessary specialist appointments:

- Project management authority, contract administration, employer's agent powers, cost certification or any principal-designer duty



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The client retains all decisions, approvals and appointments and provides a clear authority matrix. The adviser cannot instruct third parties, change scope or bind the client without express written authority.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 17 / INDIVIDUAL AGREEMENT

Specialist Subconsultant Services Appointment

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Appointment of an independent specialist by the lead architectural design consultant.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Provide the specialist scope described in Appendix A and an agreed issue schedule
- Coordinate with the lead consultant and disclose reliance assumptions
- Maintain professional indemnity cover appropriate to the appointed scope as specified

Not included

The following are specifically outside the fee and appointment:

- Authority to amend the lead consultant's client contract, commit project expenditure or represent registration not actually held

Specialist caution

The specialist remains independently responsible for the professional content of its own services. Flow-down terms must be provided and specifically agreed; no unidentified upstream obligations are incorporated.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

The specialist remains independently responsible for the professional content of its own services. Flow-down terms must be provided and specifically agreed; no unidentified upstream obligations are incorporated.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Appointment of an independent specialist by the lead architectural design consultant.

Included activities and deliverables:

- Provide the specialist scope described in Appendix A and an agreed issue schedule
- Coordinate with the lead consultant and disclose reliance assumptions
- Maintain professional indemnity cover appropriate to the appointed scope as specified

Express exclusions and necessary specialist appointments:

- Authority to amend the lead consultant's client contract, commit project expenditure or represent registration not actually held



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

The specialist remains independently responsible for the professional content of its own services. Flow-down terms must be provided and specifically agreed; no unidentified upstream obligations are incorporated.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 18 / INDIVIDUAL AGREEMENT

On-Call Architectural Design Retainer

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Agreed block of flexible design advice over a defined monthly period.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Reserve [HOURS] hours each month for listed permitted services
- Respond to written requests within [NUMBER] business days where reasonably practicable
- Provide a monthly time log and summary of work completed

Not included

The following are specifically outside the fee and appointment:

- 24-hour availability, emergency instructions, unapproved statutory dutyholder roles and unused-hours rollover unless stated

Specialist caution

Time beyond the monthly allowance requires the client's written approval and a stated rate. Either party may decline instructions outside professional competence or available capacity.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.



Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

Time beyond the monthly allowance requires the client's written approval and a stated rate. Either party may decline instructions outside professional competence or available capacity.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Agreed block of flexible design advice over a defined monthly period.

Included activities and deliverables:

- Reserve [HOURS] hours each month for listed permitted services
- Respond to written requests within [NUMBER] business days where reasonably practicable
- Provide a monthly time log and summary of work completed

Express exclusions and necessary specialist appointments:

- 24-hour availability, emergency instructions, unapproved statutory dutyholder roles and unused-hours rollover unless stated



Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£].
Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:
[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory
payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

Time beyond the monthly allowance requires the client's written approval and a stated rate. Either party may decline instructions outside professional competence or available capacity.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 19 / INDIVIDUAL AGREEMENT

Paid Design Pitch and Competition Entry

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Preparation of a paid concept proposal for an invited design competition or competitive pitch.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Prepare the specified design boards, imagery and explanatory text by the submission date
- Attend [NUMBER] pitch presentation and answer questions
- Transfer only the agreed submission files and pitch-use licence

Not included

The following are specifically outside the fee and appointment:

- Unpaid redesign rounds, unrestricted transfer of copyright, development of a buildable scheme or guarantee of selection

Specialist caution

Competition rules must be attached and checked for inconsistent IP, publicity and confidentiality conditions. Any post-selection appointment is subject to a new contract and fee agreement.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.

Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price



or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

1. Definitions and contract documents

“Agreement” means these executed terms, the completed Particulars, Schedule A (scope), Schedule B (fees/programme), and any signed Variation Order. “Deliverables” are the identified documents in Schedule A. “Client” and “Practice” mean the legal persons specified above. An inconsistency is resolved in that order unless expressly varied in writing.

2. Appointment and professional status

The Client appoints the Practice as an independent provider of the expressly described architectural design consultancy services only. Unless and until the relevant individual is on the UK Architects Register, neither the individual nor practice shall describe an unregistered person as an “architect”. A Part 1 qualification, any RIBA course recognition or company incorporation does not confer ARB registration.

3. Scope, standard of service and reliance

The Practice shall exercise the reasonable care and skill to be expected of a reasonably competent designer carrying out comparable services. It does not undertake a fitness-for-purpose obligation, guarantee any public authority decision or assume responsibility for decisions or design by other consultants. Deliverables may be relied upon only by the Client, solely for the stated project, purpose, issue status and agreed design stage.

4. Competence and statutory duties

Nothing in this Agreement displaces duties arising under the Construction (Design and Management) Regulations 2015 or Building Regulations applicable in the relevant UK nation. The Practice shall not undertake work beyond its demonstrated competence and shall identify when a suitably competent or registered specialist is needed. This Agreement does not by itself appoint a CDM principal designer or Building Regulations principal designer. Such appointments require a distinct assessment and expressly concluded written appointment where appropriate.

5. Client responsibilities and project information

The Client shall identify lawful owners and decision-makers, provide access and existing records, disclose material facts and hazards, procure permissions, and appoint independent structural, fire, MEP, planning, legal and other specialists where needed. Information supplied by the Client or third parties may be used as identified, subject to reasonable review within the agreed scope. The Client shall review each submission and respond within [DAYS] business days.

6. Programme and dependencies

Milestones are reasonable target dates unless identified as fixed contractual dates. The timetable is conditional upon prompt payment, access, complete instructions and timely third-party decisions. The Practice shall notify the Client promptly of



material delay and provide a revised reasonable programme. Changes due to information gaps, extra revisions, authority feedback or client delay shall be managed under clause 8.

7. Fees, invoices and properly disputed amounts

Fees, expense allowances, VAT treatment and payment milestones are as particularised. Invoices shall itemise the corresponding work and undisputed amounts are payable within [14/21/30] days of a valid invoice. A Client disputing part of an invoice must give reasons within a reasonable period and pay the undisputed balance; the parties will discuss the balance in good faith. The Practice may suspend for material overdue undisputed sums only after a written reminder and reasonable opportunity to remedy, subject to applicable statutory restrictions.

8. Variations and additional services

A variation shall be effective only when the Client and Practice confirm in writing the scope change, fee or rate, impact on programme and revised deliverables. Site surprises, new authority requirements, redesign following approval, extra meetings and third-party revisions are not automatically included. No unilateral variation to a consumer's financial obligations is permitted. A signed or otherwise expressly accepted Variation Order may be appended.

9. Third-party appointments and authority

The Practice is not a building contractor and has no power to order construction, bind the Client to consultant fees or instruct contractors, unless a separate written agency authority states otherwise. The Client shall enter directly into contracts with its contractors and other independent consultants unless Schedule A expressly provides another mechanism. Professional coordination is not certification of the third parties' work.

10. Deliverable issue, checking and corrections

Each deliverable shall identify its purpose and revision. The Client shall report apparent errors promptly. The Practice shall investigate and remedy at its own cost any shortcoming for which it is responsible, to the extent required by law. Concept, presentation and preliminary documentation shall not be used for fabrication, setting-out or construction. Site dimensions, levels and fabrication requirements must be independently verified by the relevant contractor or surveyor.

11. Intellectual property and project licence

Subject to underlying third-party rights, copyright in original drawings, models, images and documents remains with the Practice. On payment of sums properly due for the relevant deliverables, the Practice grants the Client a non-exclusive, non-transferable (except with the project property or successor owner), perpetual licence to use, copy and disclose those deliverables solely for the named project, including its construction, operation, maintenance, repair, alteration and lawful sale. Use on another site or significant reuse requires separate consent. Neither party shall imply authorship of amendments by others.

12. Confidentiality, personal data and publicity

Each party shall protect the other's genuinely confidential information, except for disclosure needed to fulfil the Agreement, comply with law or obtain specialist advice under confidentiality. Each party shall comply with applicable UK data-protection law in its actual role. A separate Article 28 compliant processing agreement shall be signed when one party processes personal data solely on documented instructions for the other; this clause is not a substitute. Photographing, portfolio publication and publicity require prior written consent and any necessary permissions.

13. Insurance and liability

The Practice shall state the professional indemnity insurance actually maintained, including relevant exclusions, in the Particulars and notify the Client of material changes. No contractual limitation cap applies unless individually completed, negotiated and checked against insurance and applicable law: [AGREED CAP / NOT APPLICABLE]. Nothing excludes liability



for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted. No clause deprives a consumer of mandatory statutory remedies.

14. Suspension, termination and handover

Either party may end an ongoing appointment on [NUMBER] days' written notice, and may end it sooner for a material breach not remedied within a reasonable period after written notice, subject to mandatory rights. The Client shall pay for properly performed services and approved non-cancellable commitments to the extent lawful, less sums due by way of applicable remedies. The Practice shall provide completed paid-for deliverables and a factual handover list within [DAYS], subject to lawful confidentiality and third-party licences.

15. Complaints and dispute resolution

A written complaint should set out the facts and requested outcome; the receiving party shall acknowledge it within [DAYS] and give a substantive response within [DAYS] where reasonably practicable. The parties shall first seek a senior-level discussion, then consider voluntary mediation. Adjudication, arbitration and court proceedings are available only to the extent applicable and agreed or provided by statute. Nothing prevents urgent protective proceedings or enforcement of mandatory consumer rights.

16. General provisions and governing law

The Practice acts as an independent contractor. No partnership, employment or legal agency is created by this Agreement. Neither party may transfer the Agreement without written consent, save lawful succession subject to rights and novation requirements. Changes must be recorded in writing; an invalid clause shall be severed so far as possible without defeating the commercial intent. The law of England and Wales governs, with the courts of England and Wales having jurisdiction, subject to any overriding consumer protections.

17. Particular service-specific risk allocation

Competition rules must be attached and checked for inconsistent IP, publicity and confidentiality conditions. Any post-selection appointment is subject to a new contract and fee agreement.

18. Formation and future company conversion

This unsigned precedent does not take effect merely because the Practice obtains ARB registration, registers for Self Assessment or incorporates a company. The contracting person or entity, commencement and consideration must be properly agreed. If a sole trader later forms a company, transfer of existing rights and obligations requires a legally effective novation or other agreed mechanism; changing the trading name alone does not transfer the contract.

Schedule A — service statement

Preparation of a paid concept proposal for an invited design competition or competitive pitch.

Included activities and deliverables:

- Prepare the specified design boards, imagery and explanatory text by the submission date
- Attend [NUMBER] pitch presentation and answer questions
- Transfer only the agreed submission files and pitch-use licence

Express exclusions and necessary specialist appointments:

- Unpaid redesign rounds, unrestricted transfer of copyright, development of a buildable scheme or guarantee of selection

Schedule B — programme and fee selection

Commencement: [DATE]. Stages / milestones: [TABLE OR ATTACHMENT]. Fee basis: [FIXED / HOURLY]; amount/rate: [£]. Revision allowance: [NUMBER]. Disbursements: [PRE-APPROVED LIST]. VAT: [VAT STATUS]. Invoice milestones:



[DESCRIBE]. Delay assumptions: [DESCRIBE]. Identify whether this is a construction contract for statutory payment/adjudication purposes and obtain advice where relevant.

Project-specific caution

Competition rules must be attached and checked for inconsistent IP, publicity and confidentiality conditions. Any post-selection appointment is subject to a new contract and fee agreement.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____
Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 20 / INDIVIDUAL AGREEMENT

Mutual Non-Disclosure Agreement

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Purpose	[Mutual evaluation of: project / bid / collaboration]
Confidentiality period	[3 / 5 years; bespoke trade secrets rule]

Purpose and limited use

Mutual exchange of project and business confidential material for a defined purpose.

Confidential information

“Confidential Information” means non-public drawings, concepts, proposals, quotes, prices, business plans, models and information identified as confidential or reasonably understood as such, disclosed by either party in connection with [PURPOSE]. Information is excluded to the extent independently developed without access, already lawfully known, publicly available without breach, or lawfully obtained without restriction.

Use and recipients

Each recipient must use information solely for [PURPOSE], limit access to personnel and advisers on a need-to-know basis who are bound by obligations no less protective, and use reasonable technical and organisational measures to preserve secrecy.

Lawful disclosure

Disclosure legally compelled by a competent authority is permitted only to the extent legally required; the recipient shall, where lawful, give reasonable advance notice and cooperate over protective measures.

Ownership and intellectual property

All intellectual property rights remain with the discloser. This agreement grants no right to construct, copy for another project, sublicense or make public any proposed design.



Duration, return and remedies

Confidentiality lasts [3/5] years from last disclosure, or longer for qualifying trade secrets while protected by law. On written request, securely return or destroy materials, except mandatory legal records and archival back-ups kept confidential. Affected parties may seek available equitable and legal relief for breach.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Purpose	[Mutual evaluation of: project / bid / collaboration]
Confidentiality period	[3 / 5 years; bespoke trade secrets rule]

Purpose and limited use

Mutual exchange of project and business confidential material for a defined purpose.

1. Parties, incorporation and effective date

This document is separately executed between the legal persons in the particulars. It becomes operative when a legally valid agreement is made by those persons, not automatically on ARB registration, incorporation or the purchase of insurance. Capitalised expressions are interpreted in their ordinary contractual context and completed schedules form part of it.

2. Confidential information

“Confidential Information” means non-public drawings, concepts, proposals, quotes, prices, business plans, models and information identified as confidential or reasonably understood as such, disclosed by either party in connection with [PURPOSE]. Information is excluded to the extent independently developed without access, already lawfully known, publicly available without breach, or lawfully obtained without restriction.

3. Use and recipients

Each recipient must use information solely for [PURPOSE], limit access to personnel and advisers on a need-to-know basis who are bound by obligations no less protective, and use reasonable technical and organisational measures to preserve secrecy.

4. Lawful disclosure

Disclosure legally compelled by a competent authority is permitted only to the extent legally required; the recipient shall, where lawful, give reasonable advance notice and cooperate over protective measures.

5. Ownership and intellectual property

All intellectual property rights remain with the discloser. This agreement grants no right to construct, copy for another project, sublicense or make public any proposed design.



6. Duration, return and remedies

Confidentiality lasts [3/5] years from last disclosure, or longer for qualifying trade secrets while protected by law. On written request, securely return or destroy materials, except mandatory legal records and archival back-ups kept confidential. Affected parties may seek available equitable and legal relief for breach.

General interpretation and enforceability

The parties shall act reasonably and cooperatively. Changes must be recorded in writing, no term excludes fraud, death or personal injury caused by negligence or other liability that cannot lawfully be excluded, and mandatory consumer protections prevail. The laws of England and Wales govern subject to mandatory rights; dispute should be attempted through good-faith discussion then voluntary mediation before court proceedings, save urgent relief.

Schedules and implementation

Attach a controlled list of project reference, files, dates, pricing basis, relevant third parties and any supplementary consents. A blank field is not an agreement on that term; delete alternatives before signature. Obtain specialist legal/data protection advice for high-value or sensitive engagements.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 21 / INDIVIDUAL AGREEMENT

Intellectual Property and Project Use Licence

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Licensed files	[Issue numbers and revisions]
Permitted site/purpose	[Site and use]
Licence fee	[£ / included in prior paid appointment]

Purpose and limited use

A standalone project-use licence for identified architectural drawings, images, models and related design intellectual property.

Licensed material

Only the files and revisions listed in [SCHEDULE] are licensed; copyright, attribution and moral rights remain subject to law and express waivers, if any.

Project licence

On receipt of the agreed licence fee [£] and/or sums properly due, Licensor grants Licensee a non-exclusive, non-transferable except with ownership of the project property, worldwide, perpetual licence to reproduce and use the Licensed Material solely for [PROJECT/SITE] including lawful planning, construction, operation, maintenance, repair, alteration and sale.

Restrictions

No sale as a stock asset, reuse at another address, attribution of third-party amendments to the designer, or grant of broader sublicences. Third-party assets, music, photographs, fonts, proprietary libraries and software are only licensed to the extent separately documented.

Reliance and liability

This licence conveys rights of use only; it is not an assertion that a concept model is buildable or compliant and does not expand any duty of care owed under a design appointment.



Portfolio and publicity

The designer may publish identifiable project imagery only with the client/owner's prior written consent, and subject to privacy, security and third-party rights.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Licensed files	[Issue numbers and revisions]
Permitted site/purpose	[Site and use]
Licence fee	[£ / included in prior paid appointment]

Purpose and limited use

A standalone project-use licence for identified architectural drawings, images, models and related design intellectual property.

1. Parties, incorporation and effective date

This document is separately executed between the legal persons in the particulars. It becomes operative when a legally valid agreement is made by those persons, not automatically on ARB registration, incorporation or the purchase of insurance. Capitalised expressions are interpreted in their ordinary contractual context and completed schedules form part of it.

2. Licensed material

Only the files and revisions listed in [SCHEDULE] are licensed; copyright, attribution and moral rights remain subject to law and express waivers, if any.

3. Project licence

On receipt of the agreed licence fee [£] and/or sums properly due, Licensor grants Licensee a non-exclusive, non-transferable except with ownership of the project property, worldwide, perpetual licence to reproduce and use the Licensed Material solely for [PROJECT/SITE] including lawful planning, construction, operation, maintenance, repair, alteration and sale.

4. Restrictions

No sale as a stock asset, reuse at another address, attribution of third-party amendments to the designer, or grant of broader sublicences. Third-party assets, music, photographs, fonts, proprietary libraries and software are only licensed to the extent separately documented.

5. Reliance and liability

This licence conveys rights of use only; it is not an assertion that a concept model is buildable or compliant and does not expand any duty of care owed under a design appointment.

6. Portfolio and publicity

The designer may publish identifiable project imagery only with the client/owner's prior written consent, and subject to privacy, security and third-party rights.



General interpretation and enforceability

The parties shall act reasonably and cooperatively. Changes must be recorded in writing, no term excludes fraud, death or personal injury caused by negligence or other liability that cannot lawfully be excluded, and mandatory consumer protections prevail. The laws of England and Wales govern subject to mandatory rights; dispute should be attempted through good-faith discussion then voluntary mediation before court proceedings, save urgent relief.

Schedules and implementation

Attach a controlled list of project reference, files, dates, pricing basis, relevant third parties and any supplementary consents. A blank field is not an agreement on that term; delete alternatives before signature. Obtain specialist legal/data protection advice for high-value or sensitive engagements.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 22 / INDIVIDUAL AGREEMENT

Additional Services and Fee Variation Order

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Original appointment reference	[NUMBER / DATE]
Variation order reference	[VO-001]
Total fee change	[+/- £]

Purpose and limited use

A bilateral, project-specific amendment to an existing signed architectural design appointment.

Parent agreement

This Variation Order supplements the agreement dated [DATE] between [PARTIES]. Except as expressly varied below, the original terms remain in force. In the event of conflict, the specific alteration agreed in this Order prevails as to the subject matter only.

Changed work

Original requirement: [DETAILS]. Added or removed services: [DETAILS]. Deliverables and drawing revisions: [DETAILS]. Excluded extra work: [DETAILS].

Financial consequences

Agreed additional / reduced fee: [£], basis: [FIXED / HOURLY], payment dates: [DATES], VAT status: [STATUS], third-party expenses: [CAP]. No further variation is authorised by this form.

Time consequences

Revised issue and completion dates: [DATES]. Identify downstream effect on consultants, planning submissions and programme: [DETAILS].



Client approval

The client confirms sufficient authority and approves the stated additional cost before commencement. The designer will not undertake the extra work until both parties have accepted this order.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Original appointment reference	[NUMBER / DATE]
Variation order reference	[VO-001]
Total fee change	[+/- £]

Purpose and limited use

A bilateral, project-specific amendment to an existing signed architectural design appointment.

1. Parties, incorporation and effective date

This document is separately executed between the legal persons in the particulars. It becomes operative when a legally valid agreement is made by those persons, not automatically on ARB registration, incorporation or the purchase of insurance. Capitalised expressions are interpreted in their ordinary contractual context and completed schedules form part of it.

2. Parent agreement

This Variation Order supplements the agreement dated [DATE] between [PARTIES]. Except as expressly varied below, the original terms remain in force. In the event of conflict, the specific alteration agreed in this Order prevails as to the subject matter only.

3. Changed work

Original requirement: [DETAILS]. Added or removed services: [DETAILS]. Deliverables and drawing revisions: [DETAILS]. Excluded extra work: [DETAILS].

4. Financial consequences

Agreed additional / reduced fee: [£], basis: [FIXED / HOURLY], payment dates: [DATES], VAT status: [STATUS], third-party expenses: [CAP]. No further variation is authorised by this form.

5. Time consequences

Revised issue and completion dates: [DATES]. Identify downstream effect on consultants, planning submissions and programme: [DETAILS].

6. Client approval

The client confirms sufficient authority and approves the stated additional cost before commencement. The designer will not undertake the extra work until both parties have accepted this order.



General interpretation and enforceability

The parties shall act reasonably and cooperatively. Changes must be recorded in writing, no term excludes fraud, death or personal injury caused by negligence or other liability that cannot lawfully be excluded, and mandatory consumer protections prevail. The laws of England and Wales govern subject to mandatory rights; dispute should be attempted through good-faith discussion then voluntary mediation before court proceedings, save urgent relief.

Schedules and implementation

Attach a controlled list of project reference, files, dates, pricing basis, relevant third parties and any supplementary consents. A blank field is not an agreement on that term; delete alternatives before signature. Obtain specialist legal/data protection advice for high-value or sensitive engagements.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 23 / INDIVIDUAL AGREEMENT

Project Suspension, Termination and Handover Agreement

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Original agreement	[REFERENCE]
Effective closure date	[DATE]
Outstanding deliverables	[SCHEDULE H]

Purpose and limited use

Agreed record of a pause, closure or transfer of a design project to another adviser.

Basis and effective date

The parties record that the appointment dated [DATE] is [SUSPENDED / TERMINATED BY AGREEMENT / TRANSFERRED], effective [DATE]. This does not release accrued rights or obligations except as expressly agreed.

Account reconciliation

Completed service value [£]; properly approved expenses [£]; invoices paid [£]; undisputed balance [£]; dispute items [LIST]. The parties acknowledge that mandatory consumer and statutory rights remain unaffected.

Handover inventory

The Practice shall supply by [DATE] the documents listed in Schedule H, identifying their revisions, status, assumptions, incomplete tasks, consultants and outstanding decisions. Any BIM or editable files require separate format, licence and risk terms.

Post-termination licence

Copyright remains with the author. Project-use rights in delivered material continue to the extent already earned, licensed or required under the parent contract. A new consultant must check and validate inherited material and cannot assume it is complete.



Open matters and notices

Pending applications, conditions, contractor queries, design risks and statutory dutyholder appointments: [REGISTER]. Statutory appointments must be formally ended or replaced where legally necessary; this agreement cannot automatically transfer public-law duties.

No broad release

No party waives claims not specifically identified. Any negotiated settlement/release clause should be drafted by a solicitor rather than inferred from this handover form.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Original agreement	[REFERENCE]
Effective closure date	[DATE]
Outstanding deliverables	[SCHEDULE H]

Purpose and limited use

Agreed record of a pause, closure or transfer of a design project to another adviser.

1. Parties, incorporation and effective date

This document is separately executed between the legal persons in the particulars. It becomes operative when a legally valid agreement is made by those persons, not automatically on ARB registration, incorporation or the purchase of insurance. Capitalised expressions are interpreted in their ordinary contractual context and completed schedules form part of it.

2. Basis and effective date

The parties record that the appointment dated [DATE] is [SUSPENDED / TERMINATED BY AGREEMENT / TRANSFERRED], effective [DATE]. This does not release accrued rights or obligations except as expressly agreed.

3. Account reconciliation

Completed service value [£]; properly approved expenses [£]; invoices paid [£]; undisputed balance [£]; dispute items [LIST]. The parties acknowledge that mandatory consumer and statutory rights remain unaffected.

4. Handover inventory

The Practice shall supply by [DATE] the documents listed in Schedule H, identifying their revisions, status, assumptions, incomplete tasks, consultants and outstanding decisions. Any BIM or editable files require separate format, licence and risk terms.

5. Post-termination licence

Copyright remains with the author. Project-use rights in delivered material continue to the extent already earned, licensed or required under the parent contract. A new consultant must check and validate inherited material and cannot assume it is complete.



6. Open matters and notices

Pending applications, conditions, contractor queries, design risks and statutory dutyholder appointments: [REGISTER]. Statutory appointments must be formally ended or replaced where legally necessary; this agreement cannot automatically transfer public-law duties.

7. No broad release

No party waives claims not specifically identified. Any negotiated settlement/release clause should be drafted by a solicitor rather than inferred from this handover form.

General interpretation and enforceability

The parties shall act reasonably and cooperatively. Changes must be recorded in writing, no term excludes fraud, death or personal injury caused by negligence or other liability that cannot lawfully be excluded, and mandatory consumer protections prevail. The laws of England and Wales govern subject to mandatory rights; dispute should be attempted through good-faith discussion then voluntary mediation before court proceedings, save urgent relief.

Schedules and implementation

Attach a controlled list of project reference, files, dates, pricing basis, relevant third parties and any supplementary consents. A blank field is not an agreement on that term; delete alternatives before signature. Obtain specialist legal/data protection advice for high-value or sensitive engagements.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



CHAPTER 24 / INDIVIDUAL AGREEMENT

Personal Data Processing Addendum (where applicable)

The concise and comprehensive texts below are alternative appointment instruments for this service. Do not execute both versions. Review all highlighted placeholders, legal responsibilities, and project schedules before client issue.

A / Concise edition

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Controller	[FULL LEGAL NAME]
Processor	[FULL LEGAL NAME]
Categories and retention	[SEE PROCESSING SCHEDULE]

Purpose and limited use

Article 28 personal-data processor terms only where one party acts as processor for the other.

Applicability and roles

This addendum applies only where [CONTROLLER] determines purposes and means and [PROCESSOR] processes personal data for it on documented instructions, not where each party is an independent controller. Record each role correctly based on the facts, not merely job title.

Processing details

Subject matter: [PROJECT ADMIN]. Duration: [TERM]. Nature/purpose: [COMMUNICATIONS / STORAGE]. Personal-data types: [NAMES, CONTACTS, ACCESS RECORDS]. Data subjects: [STAFF, CLIENTS, OCCUPANTS]. Documented instructions and processing locations: [SCHEDULE].

Documented instructions and secrecy

Processor shall process personal data only on documented instructions, including transfers, except where legally required; inform controller of conflicting instructions unless prohibited. Ensure authorised persons are bound by confidentiality obligations.



Security and breaches

Processor shall apply security appropriate to risk, including access controls, backup, MFA where appropriate, secure transfer and deletion controls, and notify Controller without undue delay after becoming aware of a personal-data breach, with information and cooperation enabling controller's statutory duties.

Subprocessors and transfers

Processor shall use subprocessors only with documented prior specific or general authorisation and impose equivalent written terms; international restricted transfers require a lawful UK transfer mechanism and documented checks.

Assistance and rights

Processor shall provide reasonable assistance regarding data-subject requests, security, impact assessments and regulator engagement, considering the nature of processing and information available; support controller to demonstrate compliance and permit reasonable audits subject to security/confidentiality.

End of services

At controller's choice, return or securely delete personal data after services end, except statutory retention; document deletion and preserve mandatory restricted backups. State security exceptions and costs where appropriate.

Conflicts and liability

This addendum prevails over inconsistent commercial terms only for UK GDPR Article 28 duties. It does not itself allocate roles for unrelated processing, replace privacy notices or exempt either party from statutory obligations.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



B / Comprehensive edition

Alternative to A. More detailed terms, not a supplement to an executed concise form.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] – SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]
Controller	[FULL LEGAL NAME]
Processor	[FULL LEGAL NAME]
Categories and retention	[SEE PROCESSING SCHEDULE]

Purpose and limited use

Article 28 personal-data processor terms only where one party acts as processor for the other.

1. Parties, incorporation and effective date

This document is separately executed between the legal persons in the particulars. It becomes operative when a legally valid agreement is made by those persons, not automatically on ARB registration, incorporation or the purchase of insurance. Capitalised expressions are interpreted in their ordinary contractual context and completed schedules form part of it.

2. Applicability and roles

This addendum applies only where [CONTROLLER] determines purposes and means and [PROCESSOR] processes personal data for it on documented instructions, not where each party is an independent controller. Record each role correctly based on the facts, not merely job title.

3. Processing details

Subject matter: [PROJECT ADMIN]. Duration: [TERM]. Nature/purpose: [COMMUNICATIONS / STORAGE]. Personal-data types: [NAMES, CONTACTS, ACCESS RECORDS]. Data subjects: [STAFF, CLIENTS, OCCUPANTS]. Documented instructions and processing locations: [SCHEDULE].

4. Documented instructions and secrecy

Processor shall process personal data only on documented instructions, including transfers, except where legally required; inform controller of conflicting instructions unless prohibited. Ensure authorised persons are bound by confidentiality obligations.

5. Security and breaches

Processor shall apply security appropriate to risk, including access controls, backup, MFA where appropriate, secure transfer and deletion controls, and notify Controller without undue delay after becoming aware of a personal-data breach, with information and cooperation enabling controller's statutory duties.



6. Subprocessors and transfers

Processor shall use subprocessors only with documented prior specific or general authorisation and impose equivalent written terms; international restricted transfers require a lawful UK transfer mechanism and documented checks.

7. Assistance and rights

Processor shall provide reasonable assistance regarding data-subject requests, security, impact assessments and regulator engagement, considering the nature of processing and information available; support controller to demonstrate compliance and permit reasonable audits subject to security/confidentiality.

8. End of services

At controller's choice, return or securely delete personal data after services end, except statutory retention; document deletion and preserve mandatory restricted backups. State security exceptions and costs where appropriate.

9. Conflicts and liability

This addendum prevails over inconsistent commercial terms only for UK GDPR Article 28 duties. It does not itself allocate roles for unrelated processing, replace privacy notices or exempt either party from statutory obligations.

General interpretation and enforceability

The parties shall act reasonably and cooperatively. Changes must be recorded in writing, no term excludes fraud, death or personal injury caused by negligence or other liability that cannot lawfully be excluded, and mandatory consumer protections prevail. The laws of England and Wales govern subject to mandatory rights; dispute should be attempted through good-faith discussion then voluntary mediation before court proceedings, save urgent relief.

Schedules and implementation

Attach a controlled list of project reference, files, dates, pricing basis, relevant third parties and any supplementary consents. A blank field is not an agreement on that term; delete alternatives before signature. Obtain specialist legal/data protection advice for high-value or sensitive engagements.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____



Official sources & professional references

Reference list / not incorporated as contract clauses

Architects Registration Board — protected title

<https://arb.org.uk/public-information/before-hiring-an-architect/who-can-use-the-title-architect/>

ARB — Architects Code and professional standards

<https://arb.org.uk/architect-information/architects-code-standards-of-conduct-and-practice/>

RIBA — Professional Services Contracts

<https://www.riba.org/work/business-tools/riba-contracts/>

RIBA — Domestic Professional Services Contract (2026 amendments)

<https://www.riba.org/work/business-tools/riba-contracts/riba-domestic-professional-services-contract-architectural-services/>

GOV.UK — Set up as a sole trader

<https://www.gov.uk/set-up-sole-trader>

GOV.UK — Set up a limited company

<https://www.gov.uk/limited-company-formation>

Consumer Rights Act 2015, section 49

<https://www.legislation.gov.uk/ukpga/2015/15/section/49>

Consumer Contracts Regulations 2013

<https://www.legislation.gov.uk/uksi/2013/3134/contents>

HSE — CDM 2015 designer duties

<https://www.hse.gov.uk/construction/cdm/2015/designers.htm>

ICO — Right to be informed

<https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/the-right-to-be-informed/>

Client-specific issues prior to release

Review authorisation to publish a correspondence address, qualifications, jurisdiction, actual PI insurance, VAT, registrations, licence status, consumer cancellation choices, statutory appointment roles, specialist exclusions, fair liability, confidential design information, retention rules, secure data processors and any cross-border local-law issues.

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