



CIAT

Conditions of Engagement

for domestic projects Scotland

1. General

- 1.1 "the Member" is a Chartered Architectural Technologist and a Member of the Chartered Institute of Architectural Technologists.
- 1.2 "the Client" is the home owner/occupier who commissions services from a Member.
- 1.3 "the Agreement" means the agreement between the Member and the Client including these Conditions of Engagement.
- 1.4 "contract administrator" may be "the Member" as defined in 1.1 above, who is engaged to undertake the duties as outlined in Clause 4 and administer the contract.
- 1.5 "apparently insolvent" as outlined in Clause 8.2.1 is defined in Section 7 of the Bankruptcy (Scotland) Act 1985.

2. Member's services

- 2.1 The Member will issue the Client with a list of services in writing to be provided by the Member and the Member and the Client will agree the Services and any specific quality standards to be provided by the Member.

3. Client's responsibilities

- 3.1 The Client will provide a clear explanation of the project requirements and any relevant information requested by the Member needed to carry out the agreed Services.
- 3.2 The Client will provide the Member with clear information about the Client's budget and required timescales for completion of the Member's services and the project.
- 3.3 When required, the Client shall appoint any other professional specialist services on the understanding that those fees shall be separate from, and additional to, those charged by the Member. The Member shall not be responsible or liable for the work of those other professional specialist services.
- 3.4 The Client will be available at all reasonable times throughout the project in order to give due consideration to the Member's advice and the Member's queries and agrees to provide any required responses within a reasonable time period.
- 3.5 Where the Member is acting as contract administrator under the building contract, the Client will not impede or interfere in the Member's communication with the Building Contractor or the provision of any certificates issued by the Member. It is further agreed that the Client will not give any instructions to the Building Contractor or agree any variation in the Services directly with the Building Contractor without having consulted the Member first.

4. Member's responsibilities

- 4.1 The Member may, when appropriate, provide the Client with a realistic timetable for the implementation of the project based on the information provided by the Client and the requirements of the project and shall provide details of all reasonable methods to ascertain the estimated costs of the building work.
- 4.2 Where necessary, the Member shall advise the Client of any requirement to appoint other consultants, specialist contractors or sub contractors to undertake part of the design, inspection or certification of the project.
- 4.3 The Member shall use all reasonable endeavours to integrate into the design for which he is responsible the designs or calculations of the other consultants, specialist contractors or subcontractors, provided always that the Member shall not be responsible for the accuracy or errors within such designs or calculations.
- 4.4 The Member, if specifically instructed to do so in writing by the Client, shall make such periodic inspections of the building works as he considers reasonably necessary to check the progress of the works and to see that the Building Contractor is generally complying with the requirements of the building contract documents.

- 4.5 The Member shall not be responsible for the work of, or design by, the building contractor nor for any failure of the building contractor to complete the building work in accordance with the terms of the building contract.
- 4.6 If appointed as contract administrator, the Member shall act in a fair and impartial manner as between the Client and the Building Contractor, when administering the building contract.
- 4.7 The Member may act as the Client's agent to apply for any necessary statutory approvals (such as planning permission and building regulations approval) and will use all reasonable endeavours to obtain them, but cannot guarantee that such approvals will be obtained.
- 4.8 The Member shall exercise reasonable skill, care and diligence to be expected of a Member of the Chartered Institute of Architectural Technologists in his duties and obligations in the performance of the agreed Services.

5. Fees

- 5.1 The amount of the Member's fee and dates for invoicing the Member's fee shall be agreed between the Member and the Client.
- 5.2 The Client shall pay the invoiced fees within 28 days of the date of the Member's invoice, unless otherwise agreed.
- 5.3 The Member's fee shall not include VAT which shall be charged to the Client in addition to the Member's fee, if the Member is registered for VAT.
- 5.4 The Member's fees shall not include local authority fees or charges associated with statutory approvals and other professional or specialist services.
- 5.5 The amount of any expenses (including but not limited to printing, photography, hotels, travel and subsistence) to be charged to the Client in addition to the Member's fee and shall be agreed between the Member and the Client.
- 5.6 A Member shall be entitled to charge interest on any fees that are unpaid after the agreed date for payment. Interest shall be charged at 5% above the Bank of England base rate from time to time.
- 5.7 If the Client changes the services to be provided by the Member:
 - 5.7.1 any addition or variation to the Services will entitle the Member to charge the Client an additional fee. Details of such additional services and variations and any additional fee due shall be provided in writing by the Member and agreed between the Member and the Client as soon as possible;
 - 5.7.2 any reduction to the services will entitle the Client to a reduction in the Member's fee. Such reduction shall be provided in writing by the Member and agreed between the Member and the Client as soon as possible.

6. Copyright

- 6.1 The copyright in all designs, drawings, reports, models, specifications, bills of quantities, calculations and any other documents prepared by the Member ("the Documents") shall remain vested in the Member. As long as the Member has received the payment of any fees properly due and owing, the Member grants a licence to the Client to copy and use the Documents for the purposes of the project only (excluding any extension of the project). The Member shall not be liable for any use of the Documents for any purpose other than that for which they were prepared and provided by the Member.

7. Duration of Member's liability

- 7.1 The Member shall have no liability to the Client under this Agreement after the expiry of six years from the completion of the services.

8. Termination

- 8.1 Either the Client or the Member may terminate the Agreement by giving thirty days written notice to the other party. The Termination Notice shall not take effect for a further seven days to provide the opportunity for the other party to respond to such Termination Notice. If after these additional seven days, the reasons for the Termination cannot be set aside through written agreement, the Agreement will be terminated and take effect without any further notification.
- 8.2 The Agreement shall terminate immediately if:
 - 8.2.1 the Client (or any one of them if there is more than one) becomes apparently insolvent or enters into an arrangement with creditors;
 - 8.2.2 the Member dies or becomes incapacitated unless there are business arrangements in place to address this by the Member's Practice.

- 8.3 Upon termination of the agreement, the Client will pay the Member's fee for those services provided up to the date of termination of the Agreement.

9. Disputes

- 9.1 If the Client and the Member are themselves unable to resolve any disputes between them arising out of the Agreement:
- 9.1.1 the Client or the Member can start Court proceedings; or
- 9.1.2 the Client or the Member can refer the dispute to the Chartered Institute of Architectural Technologists' Dispute Resolution Scheme which is run independently by the Independent Dispute Resolution Scheme (IDRS), a subsidiary of the Centre for Effective Dispute Resolution (CEDR).

10. Law

- 10.1 The laws of Scotland apply to the Agreement.

I understand and accept these Conditions of Engagement.

Signed: _____

Date: _____

Name: _____

Cancellation Notice

You have the right to cancel the contract within 14 days of the date of this Agreement if the Conditions of Engagement have been signed in your place of home or work.

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver this personally or send (which may be by electronic mail) it to the person named below. You may use this form if you want to, but you do not have to. (Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

To: _____ (Name of Chartered Architectural Technologist)

Address: _____

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract _____ *(Chartered Architectural Technologist to insert reference number, code and other details to enable the contract or offer to be identified. He may also insert the name and address of the client.)*

Name and address: _____

Date: _____