

# **Notes on the RIBA Domestic Project Agreement 2012 (2012 Revision)**

## **What does it all mean?**

At lapd architects we use this standard form of contract conditions produced for residential projects by the Royal Institute of British Architects as this contains both the terms required by consumer protection law to protect our Clients and the detail to support the way in which we work and bill for work performed.

Sometimes these 7 pages benefit from some explanation and so to help out, we have put together these notes to help. Where you have any questions, please discuss these with us.

We will go through the document with you before we ask you to sign it and where you wish to, please do seek your own independent advice.

## **1 Contract documents, Definitions and Interpretation**

Once you have received them, please read the documents called 'Letter of Appointment' and 'Schedule of Fees and Services'. These contain much of the practical information relating to your Project such as the works to be performed and the fees which apply to each part of the works and when they are to be paid.

The 'Client' is solely the person who has signed the Agreement and from whom all instructions and changes to instructions will be taken.

## **2 Architect's Services**

The role(s) of lapd architects during the construction of your project will depend upon the role(s) you have asked us to perform. Where we are appointed as contract administrator then our role will be to exercise impartial and independent judgement when working with you as the Client and with the Contractor.

## **3 The Client's responsibilities**

Please do keep talking to us throughout your Project as we will want to help where we can. We have a good track record of securing planning permission where an application is made, however we will not always be successful and those sorts of decision are outside our control.

## **4 Assignment**

This is the transfer of our responsibilities under the Agreement. This will not be done without your agreement.

## **5 Fees and Expenses**

The Letter of Appointment and the Schedule of Fees and Services contains the way in which we have proposed that you pay for the work we will do for you and the expenses we incur in doing that work. Please remember that the figures in the Schedule are exclusive of VAT and that the figure you will be asked to pay will include VAT at 20%.

## **6 Copyright licence**

This section sets out how you as the Client may make use of the drawings and documents we create for you.

## **7 Liability and Insurance**

lapd architects hold £250,000 Professional Indemnity Insurance as required by the Architects Code.

## **8 Suspension or termination**

Either the Client or lapd architects may suspend or terminate this agreement by giving 7 days written notice to the other in accordance with this clause.

This does not affect the your responsibility as the Client, to make payment for work that has already been performed.

## **9 Dispute Resolution**

We will talk to you about the form(s) of dispute resolution that are to be open to us as parties to this Agreement. We would hope that any disputes could be settled between ourselves or by mediation, however where required, this standard document anticipates the use of the courts and/or adjudication.

It is possible although unusual that as an alternative to the latter forms, you may request settlement of any disputes by arbitration. You can find information about adjudication and arbitration on the lapd website. If you choose to include arbitration, we will consider your request. If this form of dispute resolution were agreed, an amendment would need to be made to the contract.

## **10 Consumer's right to cancel**

This clause has its origins in consumer protection law and means that you as the Client can cancel the Agreement within 7 days of the written date of the Agreement. The Agreement is generally dated the day on which the second party signs the Agreement. You will know the date of the Agreement as we will send you a certified copy once it has been signed on behalf of lapd architects.