

# Agreement

**This Agreement is between:**

the Client (refer to item A of the Particular Conditions for full information)

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AND

the Architect/Consultant (refer to item B of the Particular Conditions for full information)

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**who agree as follows:**

- The Architect/Consultant shall undertake the Services set out in the Schedule of Services and shall perform the Architect/Consultant's obligations in accordance with the terms of the Agreement.
- The Client shall pay the Architect/Consultant the fees and expenses set out in the Particular Conditions for the Services and shall perform the Client's obligations in accordance with the terms of the Agreement.
- The Agreement is the PAC Model Agreement for Architectural Services.

**For and on behalf of the Client** *(complete as appropriate):*

Client is not a registered company

Name:	
Signature:	<hr/>

**OR**

Client is a registered company

Company registration number:	
Authorised Signatory (Director/Company Secretary/Partner/Member):	
Name:	
Signature:	

**For and on behalf of the Architect/Consultant** (complete as appropriate):

Architect/Consultant is not a registered company

Name:	
Signature:	

**OR**

Architect/Consultant is a registered company

Company registration number:	
Authorised Signatory (Director/Company Secretary/Partner/Member):	
Name:	
Signature:	

**This Agreement is dated and delivered on:**

\_\_\_\_\_

## Particular Conditions

References from Clauses in the General Conditions.

### A. The Client

Name:	
Address:	
Telephone number:	
Email address:	

Named representative (insert the name of a representative with authority to act on behalf of the Client for all purposes under the Agreement):

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### B. The Architect/Consultant

Name:	
Address:	
Telephone number:	
Email address:	

Point of contact (insert the name of a primary point of contact with authority to act on behalf of the Architect/Consultant for all purposes under the Agreement):

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### C. Site Address

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### D. Project Brief

Project description and Client's statement of requirements:	
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Additional briefing documents provided (include reference numbers and dates):

Document	Reference	Date

### Construction Cost

The Construction Cost, as defined in the General Conditions, is:	MUR:
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### Project Programme

Key project dates

Item	Target Date
Submission of planning application	
Commencement of building works	
Completion of building works	

## E. Other Client Appointments

Other consultant or services appointments which have been or will need to be made by the Client to enable the Architect/Consultant to undertake its work in connection with the Project are as follows:

Civil/Structural Engineer	
Mechanical & Electrical Engineer	
Quantity Surveyor	
Landscape Architect	
Interior Designer	

## F. Basic Fee

The basis of the Basic Fee at each stage (excluding VAT) shall be as stated below, e.g. specified percentage of Construction Cost, fixed lump sum, time charge, design cost per square metre (gross or net) or other agreed method.

Fees may be a total for each stage. The Services being undertaken are to be as stated in the Schedule of Services and the fees, excluding VAT, are as follows and are to be paid in accordance with item I of the Particular Conditions:

Stage	Notes	Fee
Work Stage A: Brief and Concept Design		
Work Stage B: Spatial Coordination and Technical Design		
Work Stage C: Construction and Handover		

**Other services:**

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### VAT

VAT applies to the Basic Fee

## Meetings

The Architect/Consultant shall attend the following meetings during the Project:

Stage	Purpose	Total number and/or frequency allowed for	Fee
A			
B			
C			

## Site inspections

The Architect/Consultant shall visit the site for the purposes set out in the Schedule of Services as follows:

Stage	Total number and/or frequency allowed for	Fee
C		

Where additional site inspections are necessary, or requested in writing by the Client, in addition to those identified above, the Architect/Consultant shall apply time charges, as set out in item G of the Particular Conditions.

## G. Time Charges

Time charges for any additional fees, and/or where the Basic Fee incorporates time charges, shall be calculated on the basis of the following rates:

Person/grade	Rate, excluding VAT (state whether Rs. per hour or Rs. per day)
Architect	
Architect's Assistant	

## H. Expenses

The specified expenses are as follows:

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The specified expenses listed above, excluding VAT, shall be charged:

- at net cost plus a handling charge, which shall be calculated at the following percentage of net cost \_\_\_%
- by the addition of the following fee to the total fee: Rs. \_\_\_\_\_
- by the addition of \_\_\_% to the Basic Fee
- other (please specify \_\_\_\_\_)

Other expenses, including disbursements, such as payments to the local authority for planning and Building and Land Use Permit submissions, shall be charged at net cost plus the following percentage of net cost \_\_\_%

Where applicable, travel shall be charged at the following rate per km Rs. \_\_\_\_\_

Hard copies of drawings and documents shall be charged at the following rate per page:

	A4	A3	A2	A1	A0
Black and White	Rs.	Rs.	Rs.	Rs.	Rs.
Full Colour	Rs.	Rs.	Rs.	Rs.	Rs.

## I. Payment

Payment Notices for instalments of fees, time charges and expenses shall be issued and paid:

- on a weekly basis
- on a monthly basis
- at the end of each stage
- in accordance with the agreed drawdown schedule dated
- other (please specify)

## J. Professional Indemnity Insurance

The amount of professional indemnity insurance cover to be maintained for the Project in respect of any one event and in the aggregate for period from \_\_\_\_\_ to \_\_\_\_\_ arising out of the same originating cause shall be **Rs.** \_\_\_\_\_, and in accordance with the Professional Architects' Council (Code of Practice) Regulations 2016.

## K. Suspension and Termination

The Client may suspend or terminate performance of any or all of the Services and other obligations under the Agreement by giving the Architect at least 7 days' written notice and stating the reason for doing so.

The Architect may suspend or terminate performance of any or all of the Services and other obligations under the Agreement by giving the Client at least 7 days' written notice and stating the grounds on which it intends to do so. Such grounds are limited to:

- i. the Client's failure to pay any fees or other amounts due by the Final Date for Payment;
- ii. the Client is in material or persistent breach of its obligations under the Agreement;
- iii. the Architect is prevented from or impeded in performing the Services for reasons beyond the Architect's control.

In the event of suspension or termination, the Architect/Consultant shall cease performance of the Services and/or other obligations under the Agreement on the expiry of the notice period after receipt or issue of a notice of suspension or termination.



## L. Disputes

The Client and the Architect may attempt to settle any dispute or difference arising under the Agreement by amicable settlement or arbitration, if suitable, or either party may refer the matter legal proceedings.

## M. Information Formats

Drawings and documents produced by the Architect/Consultant using computer aided design (CAD), any other proprietary software or building information modelling (BIM) in connection with the Services shall be provided in the following format:

Drawings and documents produced by the Architect/Consultant shall be provided to the Client in PDF format only.

OR

Information, drawings and documents produced by the Architect/Consultant shall be provided to the Client in PDF format and in the file format(s) listed below on the condition that the PDF format files take precedence and the Architect/Consultant is not liable for any loss or degradation of information resulting from the translation from the original file format to any other file format or from the recipient's reading of it in any other software or another version of the software referred to below:

Software	Version	File Format	Type of data (e.g. 2D or 3D CAD files, BIM models, spreadsheets, etc.)
AutoCAD			
Revit			
ArchiCAD			

OR

Information produced by the Architect/Consultant shall be provided to the Client in accordance with the agreed BIM protocol dated: