

Standard Conditions of Appointment for an Architect **Amendment 1 – 1 October 2011**

The Standard Conditions of Appointment for an Architect 2010 have effect as modified in this Amendment.

Items 3 and 10 are derived from the provisions of Part 8 of the Local Democracy, Economic Development and Construction Act 2009, which are effective for contracts made after 1 October 2011.

This and the following 2 pages (numbered 2-3) are Amendment 1 to the RIBA Standard Conditions of Appointment for an Architect 2010 referred to in the Agreement relating to

The Project, namely:	Grenfell Tower Upgrade
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between

The Client, namely:	Kensington and Chelsea Tenant Management Organisation	<i>TMO</i>
		<i>Initials</i>

and

The Architect, namely:	Studio E LLP	<i>SE</i>
		<i>Initials</i>

1 Delete clause 5.4 and insert:

Percentage fees

5.4 Where this clause 5.4 applies and subject to clause 5.8.2, the Basic Fee shall be the specified percentage applied to the actual Construction Cost.

2 Amend clause 5.5:

Lump sums

After 'Where this clause 5.5 applies', **insert** 'and subject to clause 5.8.2'.

3 Delete clauses 5.14 and 5.15 and insert:

Payment notices

5.14² The Architect shall issue payment notices at the intervals specified in the schedule of Fees and expenses.

Each notice shall comprise the Architect's account setting out any accrued instalments of the fee and other amounts due, less any amounts previously paid, and stating the basis of calculation of the amount specified as due, which shall be "the notified sum". The payment due date shall be the date of the Architect's payment notice. Instalments of fees shall be calculated on the Architect's reasonable estimate of the percentage of completion of the Services or stages or other services, or any other specified method.

The Client shall pay the notified sum within 30 days of the date of issue of the relevant notice (which shall be "the final date of payment"), unless:

- (a) The Architect has become or becomes insolvent;
- (b) The Client issues a notice under clause 5.15.

Otherwise, the amount due and payable shall be the notified sum. The Client shall not delay payment of any undisputed part of the notified sum.

The Architect shall submit the final account for fees and any other amounts due when the Architect reasonably considers the Services have been completed.

5.15 If the Client intends to pay less than the notified sum, the Client shall give a written notice to the Architect not later than 5 days before the final date for payment specifying the amount that the Client considers to be due on the date the notice is served, the basis on which that sum is calculated and, if any sum is intended to be withheld, the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it. The Client shall on or before the final date for payment make payment to the Architect of the amount, if any, specified in the written notice.

If the Client issues such a notice and the matter is referred to an adjudicator who decides that an additional sum is due, the Client shall pay that sum within 7 days of the decision.

- 4 Amend** clause 5.17:
Payment on suspension or termination
Delete 'issues a notice under clause 8 suspending performance of any or all of the Services or terminating' and **insert** 'suspends performance of any or all of the Services or terminates'.
- 5 Amend** clause 5.17.1:
Delete 'expiry date of the notice' and **insert** 'date of suspension or termination'.
- 6 Delete** clause 5.17.3: and **insert:**
5.17.3 reimbursement of any loss and/or damages caused to the Architect by reason of the suspension or the termination, save where the Client suspends or terminates by reason of the material or persistent breach of the Agreement by the Architect.
- 7 Amend** clause 5.19:
After '8%' **insert** 'per year'.
- 8 Amend** clause 7.4:
Professional indemnity insurance
Delete clause 7.4.1 and clause title '7.4.2'.
- 9 Amend** clause 8.2.3:
Delete 'under clause 5.19'.
- 10 Delete** clause 9.2 and **insert:**
Adjudication
- 9.2 Either party may give notice at any time of the intention to refer a dispute or difference to an adjudicator.
- 9.2.1 Referral of the dispute to such adjudicator shall be made within 7 days of such notice.
- 9.2.2 The appointment of the adjudicator shall be made in accordance with the procedures identified in the Project Data.
- 9.2.3 The parties may agree who shall act as adjudicator or the adjudicator shall be a person nominated at the request of either party by the nominator specified in the Project Data.
- 9.2.4 The adjudicator may allocate between the parties the costs relating to the adjudication, including the fees and expenses of the adjudicator, in accordance with the provisions of clause 5.20.

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Amendment 1 to Standard Conditions of Appointment for an Architect 2010

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