

# Contents

	<b>Agreement</b>	<b>1</b>
	<b>Recitals</b>	<b>2</b>
	<b>Articles</b>	<b>3</b>
1	Consultant's obligations	
2	Payment	
3	CDM Regulations – Principal Designer	
4	Building Regulations – Principal Designer	
5	Adjudication	
6	Arbitration	
7	Legal proceedings	
	<b>Contract Particulars</b>	<b>5</b>
	Part 1: General	
	Part 2: Third Party Rights and Collateral Warranties	
	<b>Attestation</b>	<b>14</b>
	<b>Conditions</b>	<b>21</b>
<b>Section 1</b>	<b>Definitions and Interpretation</b>	<b>21</b>
	<b>Definitions</b>	
1.1	Definitions	
	<b>Interpretation</b>	
1.2	Headings, references to persons, legislation etc.	
1.3	Reckoning periods of days	
1.4	Scope of the Contract	
1.5	Contracts (Rights of Third Parties) Act 1999	
1.6	Notices and other communications	
1.7	Applicable law	
<b>Section 2</b>	<b>Consultant's General Obligations</b>	<b>25</b>
2.1	Performing the Services	
2.2	Compliance with instructions	
2.3	Co-operation and supply of Design Information	
2.4	Specification of materials	
2.5	Joint Fire Code	
2.6	Consultant's Representative and Key Personnel – roles and availability	
2.7	Sub-contracting	
2.8	Records and time charge estimates	
2.9	Limitations on Consultant's obligations	
2.10	Exceptions to clause 2.9	
2.11	Limitations of Consultant's liability	
<b>Section 3</b>	<b>Lead Consultants and Contract Administration</b>	<b>27</b>
3.1	Design – Lead Designer and Lead Consultant	
3.2	Contract Administrator's duties and discretions	
3.3	Limits of authority	
<b>Section 4</b>	<b>Client's General Obligations</b>	<b>28</b>
4.1	Supply of Client information	
4.2	Consultant Team appointments	
4.3	Notification of appointments etc.	
4.4	Decisions, approvals and instructions	
4.5	Omissions	

4.6	Contingent payments – information and assessment	
4.7	Project Team – delay or default	
<b>Section 5</b>	<b>Representatives and Key Personnel</b>	<b>29</b>
5.1	Client's Representative	
5.2	Consultant's Representative and Key Personnel – changes	
5.3	Client's right to require removal	
<b>Section 6</b>	<b>Further Services, Changes and Fee Adjustments</b>	<b>30</b>
6.1	Optional Services	
6.2	Additional Services	
6.3	Changes	
6.4	Notification by the Consultant	
6.5	Consultant's right of objection	
6.6	Adjustment of Fee, other payments and time	
6.7	Adjustment for default	
<b>Section 7</b>	<b>Payment</b>	<b>31</b>
7.1	Amounts payable	
7.2	Fee – instalments	
7.3	Reimbursable Expenses and Additional Payments	
7.4	Incentive Payments	
7.5	Invoices	
7.6	Final date for payment	
7.7	Payment – amount and notices	
7.8	Interest	
7.9	Consultant's right of suspension	
<b>Section 8</b>	<b>Insurance</b>	<b>33</b>
8.1	Professional Indemnity and Public Liability insurance	
8.2	Period of insurance	
8.3	Evidence of insurance	
8.4	Non-availability of Professional Indemnity insurance	
<b>Section 9</b>	<b>Use of Consultant's Design Information, Confidentiality etc.</b>	<b>34</b>
9.1	Use of the Consultant's Design Information	
9.2	Confidentiality and publicity	
<b>Section 10</b>	<b>Assignment, Novation, Third Party Rights and Collateral Warranties</b>	<b>35</b>
10.1	Restrictions on assignment	
10.2	Novation	
10.3	Third Party Rights and Collateral Warranties	
<b>Section 11</b>	<b>Suspension by the Client and Termination</b>	<b>36</b>
11.1	Suspension by the Client	
11.2	Remobilisation	
11.3	Notification of costs	
11.4	Extended suspension	
11.5	Termination	
11.6	Consequences of termination and termination payment	
<b>Section 12</b>	<b>Settlement of Disputes</b>	<b>39</b>
	<b>Mediation</b>	
12.1	Mediation	
	<b>Adjudication</b>	
12.2	Adjudication	
	<b>Arbitration</b>	
12.3	Conduct of arbitration	
12.4	Notice of reference to arbitration	
12.5	Powers of Arbitrator	
12.6	Effect of award	
12.7	Appeal – questions of law	
12.8	Arbitration Act 1996	

<b>Schedules</b>		<b>41</b>
<b>Schedule 1</b>	<b>Third Party Rights</b>	<b>41</b>
<b>Schedule 2</b>	<b>Supplemental Provisions</b>	<b>44</b>
<b>Annex A</b>	<b>Fee and Other Payments</b>	<b>45</b>
<b>Annex B</b>	<b>The Services</b>	<b>49</b>
<b>Guidance Notes</b>		<b>50</b>