

RIBA 



# Domestic Professional Services Contract 2020

Interior Design  
Services



FOR CONSULTATION PURPOSES ONLY

Royal Institute of British Architects

# Guidance Notes

FOR CONSULTATION PURPOSES ONLY

# Guidance Notes

These guidance notes explain the provisions of the RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services for the appointment of an Interior Designer providing interior design services and set out guidance on what to consider when completing the Contract Details and the Schedule of Services; they do not form part of the Contract.

## Summary of the Contract

- The RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services is divided into four main parts:
  - the Agreement
  - the Contract Details
  - the Contract Conditions
    - Definition of Terms
    - Clauses
  - the Schedule of Services.
- A Contract Checklist is included as an 'aide memoire' for the Interior Designer to confirm with the Client that all of the relevant parts of the Contract have been completed (but does not form part of the Contract).
- Additional briefing documents will also form part of the Contract if they are listed in item D of the Contract Details.
- The Contract is between the Client (the Party that wishes to commission the professional services, known as the 'Services') and the Interior Designer (the person or organisation performing the Services). Together they are referred to as the 'Parties' to the Contract.

## When to Use this Contract

- The RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services is devised as an agreement between an Interior Designer and a 'consumer client' relating to work to the Client's own home, including renovations and extensions. However, if the Client is acting as a limited company or other legal entity, or where the property will be let, then a commercial contract, such as the *RIBA/BIID Concise Professional Services Contract 2020: Interior Design Services*, should be used.
- The RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services is suitable for commissions for simple domestic interior design projects of any value. It may not be suitable or sufficiently comprehensive for complex projects. For projects where the RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services is not suitable, the Client and the Interior Designer should take appropriate legal advice on alternative legal terms.

- Under the CDM Regulations 2015, on interior design projects where Building Interior Decoration Work is required and the Interior Designer is required or chooses to undertake the provision of such work or subcontract this work to more than one contractor, a Principal Designer must be appointed to plan, manage, monitor and coordinate health and safety in the Pre-construction Phase of the project; and a Principal Contractor must be appointed to take control over the Construction Phase of the project and to plan, manage, monitor and coordinate the health and safety during the Construction Phase.
- This Contract has the option for the Interior Designer to be appointed as the Principal Designer. On domestic projects (projects for a consumer client), if the Client does not appoint a Principal Designer, the designer in control of the Pre-construction Phase of the project is deemed to be the Principal Designer.
- This Contract also has the option for the Interior Designer to be appointed as the Principal Contractor. On domestic projects, for single-contractor projects, the Client's duties are normally transferred to the Contractor. For projects involving more than one contractor, the duties are transferred to the Principal Contractor. If a Client has appointed an Interior Designer, or other designer, as Principal Designer, the Client can ask them to manage the Project and take on the Client duties instead of the Principal Contractor.
- The Interior Designer must not commence work in relation to a project unless it is satisfied that the Client is aware of its duties under the CDM Regulations 2015.
- The contract terms should be compatible with the complexity of the Project and the risks to each Party and with the terms of the Agreement.
- The RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services is not suitable for works where the property is to be let or for commercial or residential work undertaken for business clients, including charities, religious organisations, not-for-profit bodies, or where the Client is a public authority. The RIBA recommends the use of the *RIBA/BIID Concise Professional Services Contract 2020: Interior Design Services* for commercial projects.

## Consumer Rights

- The Client is a 'consumer' as defined under the Consumer Rights Act 2015. The Interior Designer should read through the terms of the Contract with the Client and explain each term in the context of the Client's rights as a consumer.
- A contract with a consumer client is subject to the Consumer Rights Act 2015. The Act requires that all contracts for services must provide for the following:
  - the trader must perform the service with reasonable care and skill
  - information which is said or written is binding where the consumer relies on it
  - where the price is not agreed beforehand, the service must be provided for a reasonable price
  - the service must be carried out within a reasonable time.
- While the RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services is designed as an entity and provides remedies for the Client in the event of default by the Interior Designer, e.g. the requirement to maintain professional indemnity insurance and the options for dispute resolution, some of the terms may need careful explanation:
  - payment and Payment Notices (see *clauses 5.10 to 5.24*)

- the limitation of liability (see clauses 7.1 to 7.3)
- professional indemnity insurance (see clause 8.1)
- dispute resolution (see clause 10).
- If the Client comprises a married couple or joint residential occupiers, all the Client parties are consumers, but the Client should identify one of their number as their representative with full authority to act on behalf of the parties.
- For work to the Client's home or to a second home, the Client will be exempt from any statutory duties arising under:
  - the Housing Grants, Construction and Regeneration Act 1996 as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009, as a 'residential occupier'
  - the Late Payment of Commercial Debts (Interest) Regulations 2002.

However, if the Client's second home is to be let at any time as a holiday rental or to other tenants, the Client will be deemed to be a business Client and the exemptions will not apply, thus this Contract is unsuitable and the *RIBA/BIID Concise Professional Services Contract 2020: Interior Design Services* would be the appropriate choice.

## Client's Rights and Obligations

- The Client has various obligations under the Contract. The principal ones include:
  - informing the Interior Designer of the Project requirements and of any subsequent changes required and agreeing steps to mitigate the consequences, if any
  - providing the information which is necessary for the proper and timely performance of the Services
  - making decisions and giving approvals as necessary for the performance of the Services
  - paying the Interior Designer for the Services performed
  - appointing or otherwise engaging any Other Client Appointments required to perform work or services under separate agreements and requiring those appointed to collaborate with the Interior Designer.
- The Client also has rights under the Contract. The principal one is the right to suspend or terminate the performance of the Interior Designer's Services.

## Interior Designer's Rights and Obligations

- The Interior Designer has various obligations under the Contract. The principal ones include:
  - exercising, when providing design or advisory services, the reasonable skill, care and diligence to be expected of an Interior Designer experienced in the provision of such services for projects of a similar size, nature and complexity to the Project
  - performing the Services with due regard to the Project Brief
  - informing the Client in a timely manner of progress in the performance of the Services and, upon becoming aware, of any issue that may materially affect the Project Brief, Project Programme, Project Cost or quality of the Project, and of any information, decision or action required in mitigation

- collaborating with any Other Client Appointments appointed or otherwise engaged by the Client to perform work or services.

The obligations apply, in relation to design and advisory services, to the extent achievable using the standard of care outlined in clause 3.1. However, where the Interior Designer is undertaking FF&E as Principal and is responsible for the supply, procurement, delivery and/or installation of FF&E it is likely that a strict obligation would apply, comparable to that assumed by a contractor, and one which is unlikely to be embraced by a policy of professional indemnity insurance.

- The Interior Designer also has rights under the Contract. The principal ones include:
  - the right to retain copyright in the drawings and documents produced in either paper or digital formats for the purpose of performing the Services (the Client is given a licence to copy and use the drawings and documents for purposes related to the construction of the Project or its subsequent use or sale)
  - the right to suspend or terminate performance of the Services due to the Client's failure to pay any fees or other amounts due.

## The Agreement

- The Agreement is the part of the Contract that is signed by both Parties and records the Client's and the Interior Designer's rights and obligations under the Contract. The Agreement should not be dated until both Parties have duly signed/executed.
- If the Client comprises more than one person, all should sign the Contract, but they should identify one of their number as their representative with full authority to act on their behalf.
- The Parties choose whether to sign the Agreement as a simple contract or as a deed. The choice determines the limitation period within which a Party can bring a claim for breach of contract, which is stated to be:
  - simple contract: 6 years from the date of Practical Completion or the date of completion of the last Services, whichever is the earlier
  - deed: 12 years from the date of Practical Completion or the date of completion of the last Services, whichever is the earlier.
- The choice of whether the Agreement section of the Contract is to be signed as a 'simple contract' or as a 'deed' also determines the formalities for executing the Contract.

Simple contract:

- can be signed either by individuals or in a representative capacity (e.g. for a company, LLP, etc.)
- when signed by individuals, there is no requirement for the signatures to be witnessed (although in the interests of certainty the Contract does allow for a witness to sign the Agreement section)
- when signed in a representative capacity, the Agreement section needs to be signed by two directors, partners or members, or a director and a company secretary, or a single director and witnessed by a third party.

Deed:

- can be signed either by individuals or in a representative capacity (e.g. for a company, LLP, etc.)

- when signed by individuals, there is a requirement for the signatures to be witnessed (a witness should be aged 18 or over and should not be a Party to the Contract)
- when signed in a representative capacity, the Agreement section needs to be signed by two directors, partners or members, or a director and a company secretary, or a single director and witnessed by a third party.
- In certain instances, the Contract may be deemed to be legally binding even if the Agreement section is not signed. For example, a legally binding contract could exist if the Client has instructed the Interior Designer to commence or undertake work on the basis of the unsigned Contract and the Interior Designer has acted on those instructions.
- Because the RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services is a consumer contract, the Client has the statutory right to cancel the Contract within 14 days of signing it and the Interior Designer shall refund any money received from the Client, apart from that received for any work, services or goods that the Client has agreed to pay for. To cancel the Contract, the Client must send the Interior Designer a written notice of cancellation (see clause 12). A template notice of cancellation is provided in the Appendix.

## Completing the Contract Details

When completing the Contract Details, where an option APPLIES tick  the box to confirm that the section has been adopted. Any amendments made by hand to the Contract should be initialled by both Parties.

The Contract Details provide the specific details of the Project:

### Main Items

- **Items A and B – the Client and the Interior Designer:** Provide details of the Client, the Client's named representative, the Interior Designer and the Interior Designer's primary point of contact. Note that if these details are changed at a later date, it is important that the Parties inform each other and agree in writing.
- **Item C – Site Address:** Provide the address of the Site where the Project is to be carried out.
- **Item D – Project Brief:** Provide a description of the Project and the Client's statement of requirements for the Project for which the Services are being provided. The target Project Cost and target Project Programme, such as dates for the submission of planning applications or for the commencement and completion of the building works, can be inserted. The Project Cost relates to the Building Work being undertaken by the Contractor under a separate Building Contract. Include details of any additional briefing documents that will also form part of the Contract. The Project Brief may be updated from time to time, where agreed between the Client and the Interior Designer.
- **Item E – Other Client Appointments:** Give the details of any other consultant appointments (which could be individuals or organisations) or services appointments that have or are to be made by the Client to enable the Interior Designer to undertake work in connection with the Project. For example, appointments may include structural and building services engineers, cost consultants, etc.
- **Item F – Basic Fee:** Specify the basis for determining the calculation of the Basic Fee (excluding VAT), e.g. a specified percentage applied to the Project Cost, a fixed lump sum, time charges, design cost per square metre (gross or net) or any other agreed method; and state the intended number and/or frequency of meetings and visual site inspections that the Interior Designer is going to attend during the Project.
- **Item G – Time Charges:** The Interior Designer should always indicate hourly rates or other basis of charge for staff, generally for each category of staff, and/or for individuals where appropriate. As a professional, the Interior Designer needs to be entirely open and clear with the Client as to the basis on which all charges will be made and assessed in order to avoid disputes.
- **Item H – Expenses:** Set out the arrangements for charging for expenses and disbursements. Types of expenses and disbursements (sums spent on specific items for the Client) that the Interior Designer wishes to have reimbursed by the Client should be shown together with any handling charge. Typically, these include obtaining or making copies of drawings and other documents, samples, purchase of contract documentation, photography, travel and subsistence, cost of return of items on approval, etc.
- **Item I – Payment:** Set the payment frequency of the fees.  
  
To ensure that the Interior Designer's accounts issued to the Client are effective as Payment Notices as set out in clause 5.12, each invoice issued by the Interior Designer should incorporate the following wording:  
  
This is the amount due in respect of the Services provided, calculated as set out in this invoice and in accordance with the Fees and Expenses agreed in our Professional Services Contract dated [insert date of Contract].
- **Item J – Professional Indemnity Insurance:** State the amount of professional indemnity insurance to be maintained for the Project, and any specific limitations in respect of claims arising on account of specific risks. The amount of professional indemnity insurance to be maintained for the Project should be reasonable in relation to the risks and should comply with the Consumer Rights Act 2015. The Interior Designer must inform their professional indemnity insurer if they are undertaking any Building Interior Decoration Work and to clarify policy response.
- **Item K – Dispute Resolution:** In a contract with a consumer client, the Client has the right to refer any dispute to the courts but may wish to attempt to settle the matter by alternative means, such as negotiation or mediation. The court may look favourably on any demonstration that the Parties have attempted an alternative dispute resolution method prior to any legal proceedings. The use of any processes, other than legal proceedings, must be negotiated by the Parties, but only the Client can make the decision to use arbitration. Below is a brief description of each method:
  - **Mediation** involves a third party helping the Parties to try to come to an agreement resolving their dispute. If successful, mediation can be less expensive than other methods of dispute resolution and is therefore encouraged by the courts. In mediation the Parties generally pay their own costs.
  - **Adjudication** involves a third party providing an independent decision on the dispute and is available to the Parties if the Contract is a construction contract under the Housing Grants, Construction and Regeneration Act 1996. The decision is binding in law unless and until the dispute is determined by arbitration or litigation following referral by

either Party. Adjudication is generally a faster process, but is not usually recommended for complex issues. The Parties pay their own costs unless they have agreed otherwise. The Adjudicator's costs are allocated at the Adjudicator's discretion, the greater part usually being allocated to the losing Party.

- **Arbitration** is a confidential process which is an alternative to litigation and involves a third party (or parties) delivering a final and binding decision. Arbitration can only involve two parties, unless there is an express agreement to the contrary, so it would not normally be appropriate for multiparty disputes.
- **Litigation** is an alternative to arbitration and involves a court delivering a final and binding decision. Litigation is public and decisions may be challenged in higher courts. The greater part of the costs are usually allocated to the losing Party.

If the Parties cannot reach agreement on a person to act as Mediator, Adjudicator or Arbitrator, either Party may apply for a nomination or appointment to be made by the Royal Institute of British Architects.

The Client can refer a complaint to the person named in item B of the Contract Details under the Interior Designer's internal complaints procedure, which will be provided upon request. The Client may also, or alternatively, refer a complaint to the appropriate professional body if the Interior Designer's conduct or competence appears to fall short of the standards in the relevant code(s) of professional conduct.

- **Item L – Information Formats:** If the Interior Designer is producing drawings and documents for the Project using computer aided design (CAD), any other proprietary software, or building information modelling (BIM), these will normally be provided to the Client in PDF format only, unless an alternative format has been agreed and set out in item L of the Contract Details.

## Optional Items

- **Item M – Provision of Furniture, Fixtures and Equipment (FF&E):** The RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services includes an optional FF&E Schedule of Services along with a set of additional terms and conditions that will apply where item M of the Contract Details is selected. Select this item if the Interior Designer is to supply FF&E for the Project. FF&E can form a significant part of an interior design project and the Interior Designer can act in an advisory capacity and/or as an Agent in regard to the procurement of FF&E from third party suppliers and/or the Interior Designer can supply FF&E as a Principal (i.e. in effect retailing FF&E to the Client).

**FF&E supply as Principal:** Where the Interior Designer is to supply FF&E directly (Interior Designer FF&E), then the Interior Designer will be directly responsible to the Client for any supplies undertaken in this way, in which case some care is needed regarding the specific Interior Designer FF&E supply arrangements. This includes detailing the basis on which the Interior Designer is to be paid and the extent to which the Interior Designer will carry liability for any problems regarding such supplies. The contract provides the option for the Interior Designer to undertake the installation of Interior Designer FF&E, such as installing window treatments and artwork and affixing to walls, ceilings or floors any other such items of Interior Designer FF&E. The ability of the Interior Designer to limit or deny liability for the foregoing and for defective supplies, for example, will be subject to statutory restrictions, especially where the Client is a consumer client. The RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services Schedule of FF&E Services seeks to provide a fair balance of interests between the Client and the Interior Designer in this regard.

**FF&E supply as Agent:** Where the Interior Designer is not to supply FF&E directly as a Principal (i.e. the Interior Designer is to procure FF&E on the Client's behalf from third parties – Client FF&E), then proceeding as the Client's Agent can be a way for the Interior Designer to undertake advisory services on the supply, procurement, delivery and/or installation of FF&E or to represent the Client with third party suppliers of FF&E. Where the Interior Designer is to act as an Agent, it is important that all arrangements with the Client and with third party suppliers are suitably documented in order that the basis of the Interior Designer's role as Agent and the terms on which the supply is to be taken are clear.

- **Item N – Provision of Building Interior Decoration Work:** Select this item if the Interior Designer is to undertake building work (including decoration) for the Client either directly or by utilising subcontractors. The RIBA and the BIID do not recommend that interior designers undertake any material building work themselves (even in the form of hanging installations, installing lighting, etc.) unless appropriately skilled and qualified. Building work is not part of an interior designer's training as a design professional, and it is unlikely therefore that their professional indemnity insurance will cover them for undertaking such work. The RIBA and BIID advise that Interior Designers check with their professional indemnity insurers before agreeing to undertake any Building Interior Decoration Work or building work and, if required, to take out the appropriate building insurance policies as stated in item N of the Contract Details. Where the Interior Designer is undertaking Building Work as a main contractor, the Interior Designer should submit a tender/estimate, including fees and expenses, to the Client at the appropriate stage in the project.

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The RIBA/BIID Domestic Professional Services Contract 2020: Interior Design Services is endorsed by the following organisations:



**RIAS**

Royal Incorporation of  
Architects in Scotland

**RSAW**

Royal Society of Architects  
in Wales



Royal Society of  
Ulster Architects



**CIAT**

Chartered Institute of  
Architectural Technologists



**HomeOwners  
Alliance**

HomeOwners Alliance

**Domestic**

Professional Services

Contract 2020

Interior Design Services





# Contract Checklist

**ONCE THE CONTRACT DETAILS HAVE BEEN COMPLETED, AND BEFORE THE AGREEMENT IS SIGNED, CHECK THIS LIST TO ENSURE THAT ALL OF THE KEY TERMS HAVE BEEN CONSIDERED.**

	YES
Has the Project Brief and Client's statement of requirements been agreed?	<input type="checkbox"/>
Has the target Project Cost been agreed/advised?	<input type="checkbox"/>
Has the target Project Programme been agreed?	<input type="checkbox"/>
Have any Other Client Appointments been agreed?	<input type="checkbox"/>
Have the fees and expenses and payment frequency been agreed?	<input type="checkbox"/>
Has the Interior Designer confirmed that they have professional indemnity insurance to cover the Project?	<input type="checkbox"/>
Has the Interior Designer explained its internal complaints procedure to the Client and has a dispute resolution process been agreed in case something goes wrong?	<input type="checkbox"/>
Has the Schedule of Services been completed and agreed?	<input type="checkbox"/>
Have the terms of the Contract been explained in the context of the Client's rights as a consumer? e.g. – payment and Payment Notices (see clauses 5.10 to 5.24) – the limitation of liability (see clauses 7.1 to 7.3) – professional indemnity insurance (see clause 8.1)	<input type="checkbox"/>
Have the roles of Client, Principal Designer and Principal Contractor, under the CDM Regulations 2015, been clearly explained to the Client and properly considered and allocated to the relevant parties?	<input type="checkbox"/>
Has the appointment of the Principal Designer and/or the Principal Contractor been agreed in the Schedule of Services?	<input type="checkbox"/>
Have all the Contract Details been completed?	<input type="checkbox"/>

# Agreement

**This Agreement is between:**

the Client (refer to item A of the Contract Details for full information)

AND

the Interior Designer (refer to item B of the Contract Details for full information)

**who agree as follows:**

- The Interior Designer shall undertake the Services set out in the Schedule of Services and shall perform the Interior Designer's obligations in accordance with the terms of the Contract.
- The Client shall pay the Interior Designer the fees and expenses set out in the Contract Details for the Services and shall perform the Client's obligations in accordance with the terms of the Contract.
- The Contract is the RIBA/BIID Domestic Professional Services Contract 2020 for Interior Design Services.
- The terms of this Agreement have been explained in the context of the Client's rights as a consumer.

**Signed/Executed as a:**

simple contract

deed



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

Name:

Signature:

Client's signature witnessed by:

Name:

Address:

  

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Signature:

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

Interior Designer **is not** a registered company/LLP

Name:

Signature:

Interior Designer's signature witnessed by:

Name:

Address:

  

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Signature:

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**OR**

Interior Designer **is** a registered company/LLP

Company registration  
number:

VAT registration  
number:

First signatory (Director/Company Secretary/Partner/Member):

Name:

Signature:

Interior Designer's signature witnessed by:

Name:

Address:

  

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Signature:

Second signatory (Director/Company Secretary/Partner/Member) – *optional*:

Name:

Signature:

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

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# Contract Details

## Main Items

### A. The Client

Name:

Address:

  

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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 Contract*):

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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 number	Date

Continue on a separate sheet if necessary.

**Project Cost**

The Project Cost, as defined in the Contract Conditions, is:

£

**Project Programme**

Key project dates, e.g. submission of planning application, commencement/completion of the building works (insert as appropriate):

Item	Target date

Continue on a separate sheet if necessary.

**E. Other Client Appointments**

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

Role:

--	--

Role:

--	--

Role:

--	--

*Continue on a separate sheet if necessary.*

**F. Basic Fee**

The basis of the Basic Fee at each stage (excluding VAT) shall be as stated below, e.g. specified percentage of Project 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 Contract Details:

Stage	Notes	Fee

*Continue on a separate sheet if necessary.*

If the Interior Designer is to provide Furniture, Fixtures and Equipment, as stated in item M of the Contract Details, then the fees, excluding VAT, for providing this service are as follows:

--

*Continue on a separate sheet if necessary.*

If the Interior Designer is to provide Building Interior Decoration Work, as stated in item N of the Contract Details, then the fees, excluding VAT, for providing this service are as follows:

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*Continue on a separate sheet if necessary.*

If the Interior Designer is to undertake the role of Principal Designer and/or Principal Contractor, then the fees, excluding VAT, for providing this service are as follows:

.....

.....

Continue on a separate sheet if necessary.

**Other services:**

.....

.....

.....

Continue on a separate sheet if necessary.

**VAT**

VAT applies or does not apply to the Basic Fee (please specify):

- VAT applies
- VAT does not apply

**Meetings**

The Interior Designer shall attend the following meetings during the Project (either state the number and/or frequency of meetings at each stage, or simply state the overall number of meetings to be attended):

Stage	Purpose	Total number and/or frequency allowed for	Fee <sup>1</sup>
Stage 0			
Stage 1			
Stage 2			
Stage 3			
Stage 4			
Stage 5			
Stage 6			

OR

Overall number and/or frequency of meetings:

<sup>1</sup> State whether the fee for attending these meetings is included in the Basic Fee (insert 'BF') or will be provided on a time-based charge (insert 'TC')

**Site inspections**

The Interior Designer 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 <sup>1</sup>
Stage 5		
Stage 6		

Where additional site inspections are necessary, or requested in writing by the Client, in addition to those identified above, the Interior Designer shall apply time charges, as set out in item G of the Contract Details.

**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 £ per hour or £ per day)

Continue on a separate sheet if necessary.

**H. Expenses**

The specified expenses are as follows:


Continue on a separate sheet if necessary.

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 £

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 Regulations 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 mile £

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

	A4	A3	A2	A1	A0
Black and white	£ <input type="text"/>				
Full colour	£ <input type="text"/>				

## 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  ref:

other (*please specify*)

## J. Professional Indemnity Insurance

The amount of professional indemnity insurance cover to be maintained for the Project shall be:

in respect of each and every claim or series of claims arising out of the same originating cause

£

OR

in the aggregate

£

Professional indemnity insurance cover shall be maintained by the Interior Designer for the above amount, except for claims arising out of:

pollution or contamination, with an aggregate limit of

£

annually OR  per project

asbestos, with an aggregate limit of

£

annually OR  per project

cladding or fire-related issues,<sup>2</sup> with an aggregate limit of £   
 annually OR  per project

other<sup>2,3</sup> (please specify)

with an aggregate limit of £   
 annually OR  per project

## K. Dispute Resolution

Select the preferred process(es) for dispute resolution. If no options are selected, then disputes shall be referred to mediation in the first instance, and then to the appropriate court for a final decision, if necessary.

### Initial/Preferred Dispute Resolution Process *(negotiated and selected by the Client and the Interior Designer)*

**Mediation**  Applies  
 The Parties may agree to try to resolve their differences through mediation without prejudice to any other dispute resolution rights.

**Adjudication**  Applies  
 In accordance with the RIBA Consumer Contracts Adjudication Scheme.

**Final Dispute Resolution Process**  
 The Parties may select either arbitration or litigation. If the Parties do not make a selection then litigation shall be the final dispute resolution process.

**Arbitration**  Applies  
 The Parties select arbitration for final dispute resolution.

OR

**Litigation**  Applies  
 The Parties select court proceedings for final dispute resolution.

With regard to the appointment of a Mediator, Adjudicator or Arbitrator, either Party may apply for a nomination or appointment to be made by the Royal Institute of British Architects.

<sup>2</sup> It is important to ensure that this wording reflects the wording of any restrictions in the Interior Designer's professional indemnity insurance policy.

<sup>3</sup> Specify other material exclusions or restrictions under the Interior Designer's professional indemnity insurance that are relevant to the Project.

**L. Information Formats**

Drawings and documents produced by the Interior Designer 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 Interior Designer shall be provided to the Client in PDF format only.

OR

Information, drawings and documents produced by the Interior Designer 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 Interior Designer 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 (e.g. AutoCAD, Revit, ArchiCAD)	Version	File format (e.g. dwg, dxf, dgn, ifc, rvt)	Type of data (e.g. 2D or 3D CAD files, BIM models, spreadsheets, etc.)

OR

Information produced by the Interior Designer shall be provided to the Client in accordance with the agreed BIM protocol dated  ref:

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## Optional Items

### M. Provision of Furniture, Fixtures and Equipment (FF&E) (see clauses 13 and 14)

 Applies

The Interior Designer is to provide the Furniture, Fixtures and Equipment (FF&E) for the Project:

- as Principal
- as Agent
- as a combination of both Principal and Agent

(see guidance notes).

### N. Provision of Building Interior Decoration Work (see clause 15)

 Applies

The Interior Designer is to undertake Building Interior Decoration Work as contractor.

The following insurance policies shall apply before the Building Interior Decoration Work commences (for each insurance type, state the type and amount of cover required, whether the amount is an aggregate or per claim and who is responsible for arranging it):

Insurance type	Amount (per claim/aggregate)	Responsibility
Public liability insurance	£	Interior Designer
Interior Designer's employers' liability insurance	£	Interior Designer
All risks insurance in the joint names to cover damage to the works, products and equipment	£	
All risks insurance in the joint names to cover damages to the existing structures	£	

Other insurance policies, such as buildings and/or contents insurance (please specify)

Insurance type (excluding professional indemnity insurance covered under item J of the Contract Details)	Amount (per claim/aggregate)	Responsibility
	£	
	£	
	£	

Continue on a separate sheet if necessary.

# Contract Conditions

## Definition of Terms

**Agent:** a person who acts on behalf of the Principal, and with the authority of the Principal to negotiate the sale or purchase of goods or services in connection with the Project and to agree the same on behalf of and in the name of the Principal.

**Basic Fee :** the fee for the Services excluding VAT and any additional charges, such as expenses, disbursements, etc.

**Building Contract:** the contract between the Client and the Contractor for the construction of the Project.

**Building Interior Decoration Work:** works or services that the Interior Designer (and its subcontractors and suppliers) is to carry out if option N of the Contract Details is selected, including all incidental work to ensure that the works or services are completed properly.

**Building Work:** works or services described in the Building Contract that the Contractor (and its subcontractors) is to carry out, including all incidental work to ensure that the works or services are completed properly.

**CDM Regulations 2015:** the Construction (Design and Management) Regulations 2015 and any guidance as issued, amended or replaced from time to time by the Health and Safety Executive, which govern the management of health, safety and welfare for construction projects.

**Client:** the person referred to in item A of the Contract Details. This also includes the Client's Representative where one is appointed by the Client with full authority to act on behalf of the Client for all purposes in connection with the matters set out in the Contract, except where advised to the contrary.

**Client FF&E:** where the Interior Designer is acting as the Client's Agent in regard to advice on and/or supply, procurement, delivery and/or installation of FF&E (i.e. the Interior Designer is not themselves undertaking the supply etc. of FF&E).

**Confidential Information:** all information relating to the Project and the Client's and Interior Designer's business and affairs which either Party directly or indirectly receives or acquires from the other Party or any representative of the other Party whether in writing, by electronic mail or orally and which is not otherwise already in the public domain.

**Construction Phase:** the period of time beginning when construction work on a Project starts and ending when construction work on that Project is completed.

**Contractor:** the party referred to as the Contractor in the Building Contract.

**Final Date for Payment:** the date, specified in clause 5.13, by which a payment that is due shall be paid.

**Furniture, Fixtures and Equipment (FF&E):** all furniture, fixtures and equipment including loose furniture, curtains, carpets, fixtures, materials, etc. that are specified by the Interior Designer.

**Health and Safety File:** the file required by the CDM Regulations 2015, which contains relevant health and safety information needed to allow future construction works, including cleaning, maintenance, alterations, refurbishment and demolition, to be carried out safely.

**Interior Designer:** the person or organisation the Client appoints to perform the Services.

**Interior Designer FF&E:** where the Interior Designer is acting as Principal in regard to the supply, procurement, delivery and/or installation of FF&E.

**Notified Sum:** the sum set out in a Payment Notice or in a default notice.

**Other Client Appointments:** other consultant or services appointments which have been, or will need to be, made by the Client to enable the Interior Designer to undertake its work in connection with the Project.

**Party/Parties:** the signatories to the Agreement: the Client and the Interior Designer described in items A and B of the Contract Details.

**Payment Notice:** a notice that the Interior Designer issues to the Client, in accordance with clauses 5.10 to 5.15, showing the payment that the Interior Designer considers is due and how it was calculated.

**Practical Completion:** when the Building Work is certified as having achieved 'Practical Completion' under the terms of the Building Contract.

**Pre-construction Information:** information in the Client's possession or which is reasonably obtainable by or on behalf of the Client, which is relevant to the construction work and is of an appropriate level of detail and proportionate to the risks involved.

**Pre-construction Phase:** any period of time during which design or preparatory work is carried out for a project, which may continue during the Construction Phase.

**Principal:** the person whether the Client or the Interior Designer who negotiates the sale or purchase of goods or services in connection with the Project, and who agrees the same directly in the name of the Principal, or for whom the other acts as Agent.

**Principal Contractor:** a contractor appointed by the Client as Principal Contractor under the CDM Regulations 2015.

**Principal Designer:** a designer appointed by the Client as Principal Designer under the CDM Regulations 2015.

**Project:** as described in the Project Brief, item D of the Contract Details.

**Project Brief:** the Client's requirements for the Project, as initially set out in item D of the Contract Details and including any revisions made by the Interior Designer and approved by the Client.

**Project Cost:** the Client's target cost for the Building Work as specified in the Project Brief, as set out in item D of the Contract Details (being the Client's initial budget), and subsequently the latest estimate approved by the Client or, where applicable, the actual cost of constructing the Project upon agreement or determination of the final account for the Project. The Project Cost includes the cost of any equipment and/or materials provided or to be provided by the Client to the Contractor for installation as part of the Project, and any direct works carried out by or on behalf of the Client. The Project Cost excludes VAT, professional fees, the cost of resolution of any dispute, the Client's legal and in-house expenses and any loss and/or expense payments made to the Contractor and is not affected by any liquidated damages deducted by the Client.

**Project Programme:** the Client's initial programme for the Project, as specified in item D of the Contract Details, and including any revisions made by the Interior Designer and approved by the Client.

**Schedule of Services:** the schedule specifying the Services and additional services to be undertaken by the Interior Designer in connection with the Project, which is incorporated into the Contract.

**Services:** the professional services to be performed by the Interior Designer specified in the Schedule of Services, which may be varied by agreement.



**Site:** the premises, as stated in item C of the Contract Details, at which the Project and/or Building Work or Building Interior Decoration Work is to be carried out.

**Working Hours:** standard working hours are Monday to Friday, between 8.30 and 17.30 excluding bank holidays and public holidays, unless otherwise agreed in writing between the Client and the Interior Designer.

FOR CONSULTATION PURPOSES ONLY

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# Main Clauses

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## 1. General Interpretation

- 1.1 Where under the Contract an action is required to be taken within a specified period, in calculating a period, a day shall be a calendar day and a date shall be a calendar date. When a period is calculated it shall exclude public holidays.
- 1.2 The provisions of the Contract continue to bind the Client and the Interior Designer as long as is necessary to give effect to the Parties' respective rights and obligations.
- 1.3 The Contract supersedes any previous agreement or arrangements between the Client and the Interior Designer in relation to the Services (whether oral or written) and represents the entire agreement between the Client and the Interior Designer in relation to the Services. All additions, amendments and variations to the Contract shall be binding only if agreed in writing by duly authorised representatives of both the Client and the Interior Designer.
- 1.4 If any clause or part of any clause of the Contract is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Contract and this shall not affect any other clause of the Contract, nor the validity of the remaining clauses of the Contract, which shall remain in full force.
- 1.5 The Contract is subject to the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 1.6 Subject to clause 3.1 of the Contract Conditions, to the extent that either Party processes personal data, as part of the Contract, the Party undertakes to do so in compliance with the General Data Protection Regulation (GDPR) and to keep such personal data in a secure technological environment.

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## 2. Client's Responsibilities

- 2.1 The Client shall:
- 2.1.1 inform the Interior Designer of the Project Brief, the Project Cost, the Project Programme and the Services required and, as soon as reasonably practicable, of any subsequent changes required, and agree steps to mitigate the consequences of such changes
  - 2.1.2 provide, free of charge, information in the Client's possession, or which is reasonably obtainable, and which the Interior Designer reasonably advises is necessary for the proper and timely performance of the Services, and the Interior Designer shall be entitled to rely on such information
  - 2.1.3 make decisions and give approvals as necessary for the proper and timely performance of the Services
  - 2.1.4 appoint or otherwise engage any Other Client Appointments required to perform work or services under separate agreements and require them to collaborate with the Interior Designer. The Client shall confirm in writing to the Interior Designer the work or services to be performed by any Other Client Appointments
  - 2.1.5 hold the Other Client Appointments, and not the Interior Designer, responsible for the proper carrying out and completion of the work or services entrusted to them under any Other Client Appointments
  - 2.1.6 hold the Contractor(s) appointed to undertake construction works, and not the Interior Designer, responsible for the proper carrying out and completion of construction works in compliance with the Building Contract

- 2.1.7 where the Interior Designer is appointed as Contract Administrator for the Building Contract, not deal with the Contractor directly or interfere with the Interior Designer's duties under the Building Contract
- 2.1.8 not hold the Interior Designer responsible for any instructions issued by the Client to the Other Client Appointments or Contractor
- 2.1.9 pay any statutory charges and any fees, expenses and disbursements in respect of any obligations for planning, building control and other consents.
- 2.2 The Client may issue reasonable instructions to the Interior Designer. The Client's named representative, as indicated in item A of the Contract Details, shall have full authority to act on behalf of the Client for all purposes in connection with the matters set out in the Contract.
- 2.3 The Client acknowledges that the Interior Designer does not warrant:
- 2.3.1 that planning permission and other approvals from third parties shall be granted at all or, if granted, will be granted in accordance with any anticipated timescale
- 2.3.2 compliance with any Project Programme and Project Cost, which may need to be reviewed for, but not limited to:
- (a) variations instructed by the Client
  - (b) fluctuations in market prices
  - (c) delays caused by any Other Client Appointments, the Contractor or any other factor that is not the responsibility of the Interior Designer under the Contract
  - (d) the discovery at any time of previously unknown factors which were not reasonably foreseeable at the date of the Contract
- 2.3.3 the competence, performance, work, services, products or solvency of any Other Client Appointments or the Contractor.
- 2.4 The Client shall not disclose Confidential Information unless:
- 2.4.1 disclosure is necessary to take professional advice in relation to the Contract or the Services
- 2.4.2 it is already in the public domain other than due to wrongful use or disclosure by the Client
- 2.4.3 disclosure is required by law or because of disputes arising out of or in connection with the Contract.

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### 3. Interior Designer's Responsibilities

- 3.1 In the performance of the Services and discharging all the obligations under the Contract, the Interior Designer will exercise the reasonable skill, care and diligence to be expected of an Interior Designer experienced in the provision of such services for projects of a similar size, nature and complexity to the Project. Notwithstanding anything that may appear elsewhere to the contrary, whether under this Contract or otherwise, the Interior Designer's duties and obligations shall be deemed to be subject to the exercise of such reasonable skill, care and diligence and nothing contained in this Agreement or elsewhere shall be construed as imposing on the Interior Designer any greater duty than the exercise of such reasonable skill, care and diligence.
- 3.2 The Interior Designer shall:
- 3.2.1 perform the Services with due regard to the Project Brief

- 3.2.2 inform the Client of progress in the performance of the Services and, upon becoming aware, of any issue that may materially affect the Project Brief, Project Programme, Project Cost or quality of the Project, and any information, decision or action required in mitigation
  - 3.2.3 inform the Client of a need to make any Other Client Appointments to perform work in connection with the Project and/or any information, decision or action required from the Client or Other Client Appointments in connection with the performance of the Services
  - 3.2.4 act on behalf of the Client in the matters set out in the Contract or in relation to any project procedures agreed with the Client from time to time, subject to the Client's prior written approval
  - 3.2.5 if acting as Contract Administrator for the Building Contract, exercise impartial and independent judgement when acting as an intermediary between the Client and the Contractor
  - 3.2.6 collaborate with any Other Client Appointments named in the Contract Details or any other parties who might reasonably be expected to perform work or services and, where indicated in the Services, the Interior Designer shall coordinate relevant information received from such persons with the Interior Designer's design, but the Interior Designer shall not be responsible for the content of the information received
  - 3.2.7 make no material alteration to the Services or an approved design without the prior written consent of the Client, except in an emergency, whereupon the Interior Designer shall confirm such actions to the Client without delay.
- 3.3 Subject to clause 3.4, the Interior Designer shall have the right to publish photographs and other information relating to the Project, and the Client shall give reasonable access to the Project for this purpose for 2 years after Practical Completion.
- 3.4 The Interior Designer shall not disclose Confidential Information unless:
- 3.4.1 disclosure is necessary for the proper performance of the Services, or in order to take professional advice in relation to the Contract or the Services, or in order to obtain/maintain insurance cover as required by the Contract
  - 3.4.2 it is already in the public domain other than due to wrongful use or disclosure by the Interior Designer
  - 3.4.3 disclosure is required by law or because of disputes arising out of or in connection with the Contract.

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#### **4. Assignment, Subcontracting, Novation and Third Party Rights**

- 4.1 Neither the Interior Designer nor the Client shall at any time assign the benefit of the Contract or any rights arising under it without the prior written consent of the other. Such consent shall not be unreasonably withheld or delayed.
- 4.2 The Interior Designer shall not subcontract performance of any part of the Services without the prior consent of the Client, and such consent shall not be unreasonably withheld or delayed. Any such subcontracting shall not relieve the Interior Designer of responsibility for carrying out and completing the Services in accordance with the Contract. Such consent shall not be required for agency or self-employed staff.
- 4.3 The Parties may, by agreement, novate the Contract on terms to be agreed.
- 4.4 There is no intention to grant rights to third parties pursuant to the Contracts (Rights of Third Parties) Act 1999, other than to lawful assignees.

## 5. Fees and Expenses

- 5.1 The fees for performance of the Services and/or any additional services shall be calculated in accordance with this clause and as specified in the Contract Details.
- 5.2 The Basic Fee for performance of the Services shall be as specified in item F of the Contract Details and may be any or a combination of:
- 5.2.1 the specified percentage or percentages applied to the Project Cost. Until the actual cost of the Building Work is known, the percentages are applied to the latest approved estimate of the cost of the Building Work or the Building Contract sum. The total fee shall be adjusted based on the final Project Cost on completion of the Services. The cost shall exclude VAT, fees and any claims made by or against the Contractor
  - 5.2.2 the separate percentages specified for each RIBA Plan of Work stage applied to the Project Cost at the end of the previous stage
  - 5.2.3 the specified lump sum or sums
  - 5.2.4 the time charges ascertained by multiplying the time reasonably spent in the performance of the Services by the specified hourly or daily rate for the relevant personnel, as set out in item G of the Contract Details. Time 'reasonably spent' includes the time spent in connection with performance of the Services in travelling from and returning to the Interior Designer's office
  - 5.2.5 any other agreed method.
- 5.3 Lump sums and rates for time charges, mileage and printing shall be revised every 12 months in accordance with changes in the Consumer Prices Index. Each 12-month period commences on the anniversary of the date of the Contract.
- 5.4 The Basic Fee shall be adjusted:
- 5.4.1 including due allowance for any loss and/or expense, if material changes are made to the Project Brief and/or the latest approved estimate of the cost of the Building Work and/or the Building Interior Decoration Work and/or Project Programme save to the extent that any changes arise from a breach of the Contract by the Interior Designer and/or the Services are varied by agreement
  - 5.4.2 where percentage fees in accordance with clause 5.2.1 or 5.2.2 apply, to compensate the Interior Designer for any reduction of the Project Cost arising solely from deflationary market conditions not prevailing at the date of the Contract
  - 5.4.3 if the Client instructs a reduction in the Project Brief during the performance of the Services, or there is a reduction in the Project Cost due to deflationary market conditions, the figure to which the percentage Basic Fee shall be applied, up to the date of the instruction or reduction, shall be the current professionally prepared estimate of the Project Cost or the lowest acceptable tender (whichever is later) immediately prior to the instruction or reduction.
- 5.5 Subject to clause 5.6, if the Interior Designer is involved in extra work or incurs extra expense for reasons beyond the Interior Designer's reasonable control, additional fees shall be calculated on a time basis in accordance with clause 5.2.4 at the rate(s) set out in item G of the Contract Details unless otherwise agreed. Matters in relation to which the Interior Designer shall be entitled to additional fees include, but are not limited to, where:
- 5.5.1 the cost of any work, installation or equipment, in connection with which the Interior Designer performs Services, is not included in the Project Cost
  - 5.5.2 the Interior Designer is required to vary any Service already commenced or completed or to provide a new design after the Client has authorised development of an approved design

- 5.5.3 the nature of the Project reasonably requires that substantial parts of the design are not completed or that they are specified provisionally or approximately before construction commences
- 5.5.4 performance of the Services is delayed, disrupted or prolonged.
- 5.6 The Interior Designer shall inform the Client on becoming aware that clause 5.5 shall apply. Clause 5.5 shall not apply to the extent that any change or extra work or expense arises from a breach of the Contract by the Interior Designer.
- 5.7 The Client shall reimburse the Interior Designer for expenses and disbursements in the manner specified in item H of the Contract Details.
- 5.8 The Interior Designer shall maintain records of time spent on Services performed on a time basis and for any expenses and disbursements to be reimbursed at net cost. The Interior Designer shall make such records available to the Client on reasonable request.
- 5.9 Where the Interior Designer is instructed by the Client to invite a tender or tenders for work or services in connection with the Project but no tender is submitted or accepted, the Interior Designer shall be entitled to fees due up to and including the receipt of tenders based on the construction work or that part of it relating to the Services current at the date of tender.

#### **Payment Notices**

- 5.10 The Interior Designer shall issue Payment Notices at the intervals specified in item I of the Contract Details.
- 5.11 In the event of non-payment of any amount properly due to the Interior Designer under the Contract, the Interior Designer is entitled to interest on the unpaid amounts under the provisions of clause 5.22. The Interior Designer may:
- 5.11.1 suspend use of the copyright licence under the provisions of clause 6
- 5.11.2 suspend or terminate performance of the Services and other obligations under the provisions of clause 9
- 5.11.3 commence dispute resolution procedures and/or debt recovery procedures.
- 5.12 Each Payment Notice shall comprise the Interior Designer'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, which shall be the Notified Sum. The payment due date shall be the date of the Interior Designer's Payment Notice. Instalments of fees shall be calculated on the Interior Designer's reasonable estimate of the percentage of completion of the Services or stages or other services or any other specified method.
- 5.13 The Client shall pay the Notified Sum within 14 days of the date of issue of the relevant Payment Notice (which shall be the Final Date for Payment) unless:
- 5.13.1 the Interior Designer has become insolvent (as defined in the Housing Grants, Construction and Regeneration Act 1996) at any time between the last date on which the Client could have issued the notice under clause 5.16 and the Final Date for Payment
- 5.13.2 the Client has issued a notice under clause 5.16.
- 5.14 The Client shall not delay payment of any undisputed part of the Notified Sum.
- 5.15 The Interior Designer shall submit the final Payment Notice for fees and any other amounts due when the Interior Designer reasonably considers the Services have been completed.

#### **Notice of Intention to Pay Less**

- 5.16 If the Client intends to pay less than the Notified Sum, the Client shall give a written notice to the Interior Designer not later than 5 days before the Final Date for Payment, specifying:

- 5.16.1 the amount that the Client considers to be due on the date the notice is served
- 5.16.2 the basis on which that sum is calculated
- 5.16.3 the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it.
- 5.17 The Client shall, on or before the Final Date for Payment, make payment to the Interior Designer of the amount, if any, specified in the written notice.
- 5.18 If no such notice is given, the amount due and payable shall be the Notified Sum stated as due in the Interior Designer's account. The Client shall not delay payment of any undisputed part of the account.
- 5.19 If the Client issues such a notice and the matter is referred to an Adjudicator who decides that an additional sum, greater than the amount stated in the notice of intention to pay less, is due, the Client shall pay that sum within 7 days of the date of the decision or the date which, in the absence of the notice, would have been the Final Date for Payment, whichever is the later.
- 5.20 The Client shall not withhold any amount due to the Interior Designer under the Contract unless the amount has been agreed with the Interior Designer or has been decided by any tribunal to which the matter is referred as not being due to the Interior Designer.
- 5.21 If the performance of any or all of the Services and/or obligations is suspended or terminated, the Interior Designer shall be entitled to:
- 5.21.1 payment of any part of the fee and other amounts properly due to the date of the last instalment and a fair and reasonable amount up to the date of suspension or termination to reflect any work undertaken but not completed at the time of suspension or termination and payment of any licence fee due under clause 6
- 5.21.2 reimbursement of any loss and/or damages caused to the Interior Designer due to the suspension or termination, except where the Interior Designer is in material or persistent breach of the obligations under the Contract.
- 5.22 In the event that any amounts are not paid when properly due, the Interior Designer shall be entitled to simple interest on such amounts until the date that payment is received at 8% per year over the dealing rate of the Bank of England, current at the date that payment becomes overdue, together with such costs as are reasonably incurred by the Interior Designer (including costs of time spent by principals, employees and advisers) in obtaining payment of any sums due under the Contract. Any entitlement to interest at the specified rate shall also apply to any amounts that are awarded in adjudication, arbitration or legal proceedings.
- 5.23 The Client or the Interior Designer shall pay to the other Party who successfully pursues, resists or defends any claim or part of a claim brought by the other:
- 5.23.1 such costs as are reasonably incurred (including costs of time spent by principals, employees and advisers) where the matter is resolved by negotiation or mediation
- 5.23.2 such costs as may be determined by any dispute resolution body to which the matter is referred.
- 5.24 In addition to the fees and expenses, the Client shall pay any VAT chargeable on the Interior Designer's fees and expenses.

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## 6. Copyright and Licence

- 6.1 Subject to clause 6.3, the Interior Designer shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the Services, and this clause generally asserts the Interior Designer's moral right to be identified as the author of such work.

- 6.2 No part of any design by the Interior Designer may be registered under the Registered Designs Regulations 2001 by the Client without the written consent of the Interior Designer.
- 6.3 To the extent that fees and other amounts properly due are paid, the Client shall have a licence to copy and use all drawings and documents provided by the Interior Designer in either paper or digital formats only for purposes related to construction of the Project or its subsequent use or sale. They may not be used for reproduction of the design for any part of any extension of the Project or any other project.
- 6.4 Copying or use of the drawings and documents which have been provided in either paper or digital formats by any Other Client Appointments providing services to the Project shall be deemed to be permitted under a sub-licence granted by the Client, whether such drawings and documents were issued by the Client or on the Client's behalf.
- 6.5 The Interior Designer shall be liable to the Client in respect of any reasonably foreseeable and fully mitigated expenses, losses or damages directly suffered by the Client as a result of the work of the Interior Designer being in breach of copyright or any other intellectual rights of any third party.
- 6.6 The Interior Designer shall not be liable for any use of the drawings and documents which have been provided in either paper or digital formats other than for the purpose for which they were prepared and provided by the Interior Designer.
- 6.7 If at any time the Client is in default of payment of any fees or other amounts properly due, the Interior Designer may suspend further use of the licence and any sub-licences for the drawings and documents to which the unpaid monies relate on giving 7 days' notice of the intention to do so. Use of the licence may be resumed on receipt of such outstanding amounts.
- 6.8 The licence shall stay in force, notwithstanding the expiry or termination of the Contract, unless it is suspended at the date of such expiry or termination.
- 6.9 The Basic Fee for the performance of the Services shall include all royalties, licence fees or similar expenses for the making, use or exercise by the Interior Designer of any invention or design patents, etc. for the purpose of performing the Services.

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## 7. Interior Designer's Liability

- 7.1 Actions or proceedings arising out of or in connection with the Contract, whether in contract, in tort, for negligence or breach of statutory duty or otherwise, shall not be commenced after the expiry of 6 or 12 years, depending on how the Contract is executed, from the date of Practical Completion or the date of completion of the last Services, whichever is the earlier.
- 7.2 In any such action or proceedings:
- 7.2.1 the Interior Designer's liability for loss or damage shall not exceed the amount of the Interior Designer's professional indemnity insurance specified in item J of the Contract Details
  - 7.2.2 no employee of the Interior Designer or any agent of the Interior Designer shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.
- 7.3 In respect of any claim by the Client under the Contract, and without prejudice to the provisions of clause 7.2.1, the Interior Designer's liability shall be limited to such sum as shall be agreed between the Parties or adjudged by the court to be the proportion of the loss to the Client caused by the Interior Designer's failure to exercise reasonable skill, care and diligence in the performance of its duties under the Contract. This proportion is to be calculated on the basis that:

- 7.3.1 all other consultants, contractors and Other Client Appointments providing work or services for the Project are deemed to have provided to the Client contractual undertakings in respect of their work or services on terms materially no less onerous than those which apply to the Interior Designer under the Contract
- 7.3.2 there are deemed to be no exclusions or limitations of liability or joint insurance or co-insurance provisions between the Client and any other persons referred to in this clause
- 7.3.3 all the persons referred to in this clause are deemed to have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and/or damage.
- 7.4 Unless otherwise expressly agreed, the Interior Designer shall have no liability to any third party in regard to the making of any payments to the third party in regard to Client FF&E. This includes not being liable to make payment to suppliers, installers or other parties of Client FF&E.
- 7.5 The Client agrees to indemnify and keep indemnified the Interior Designer from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Interior Designer and/or arising from failure of the Client to discharge any liabilities of the Client under an agreement with a supplier, deliverer, installer or other third party in connection with Client FF&E on any grounds.

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## 8. Professional Indemnity Insurance

- 8.1 The Interior Designer shall maintain, until the expiry of the period specified in clause 7.1, professional indemnity insurance with a limit of indemnity not less than the amount or amounts specified in item J of the Contract Details, provided such insurance continues to be offered on commercially reasonable terms to the Interior Designer at the time when the insurance is taken out or renewed. The Interior Designer, when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance has been obtained and is being maintained.
- 8.2 The Interior Designer shall inform the Client as soon as practicable upon becoming aware that such insurance ceases to be available on commercially reasonable terms or, subsequent to the date of the Contract, any restrictions are attached to the policy or an aggregate limit applies to any matters other than those specified in the Contract Details in order that the Interior Designer and the Client can discuss the best means of protecting their respective positions.

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## 9. Suspension or Termination

- 9.1 The Client may suspend or terminate performance of any or all of the Services and other obligations under the Contract by giving the Interior Designer at least 7 days' written notice and stating the reason for doing so.
- 9.2 The Interior Designer may suspend or terminate performance of any or all of the Services and other obligations under the Contract 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:
- 9.2.1 the Client's failure to pay any fees or other amounts due by the Final Date for Payment unless, where applicable, the Client has given effective notice under clause 5.16 of the intention to pay less than the amount stated in the Interior Designer's Payment Notice
- 9.2.2 the Client is in material or persistent breach of its obligations under the Contract
- 9.2.3 the Interior Designer is prevented from or impeded in performing the Services for reasons beyond the Interior Designer's control

- 9.2.4 force majeure
- 9.2.5 any other reasonable grounds for suspension or termination of the Contract.
- 9.3 In the event of suspension or termination, the Interior Designer shall cease performance of the Services and/or other obligations under the Contract in an orderly and economical manner on the expiry of the notice period after receipt or issue of a notice of suspension or termination.
- 9.4 If the reason for a notice of suspension arises from a default:
- 9.4.1 which is remedied within the notice period, the Interior Designer shall resume performance of the Services and other obligations under the Contract within a reasonable period
- 9.4.2 which is not remedied within the notice period by the defaulting Party, the Contract may be terminated by the non-defaulting Party giving at least 7 days' further written notice.
- 9.5 Where Services are suspended by either Party after serving notice under clause 9.1 or clause 9.2 and not resumed within 6 months, the Interior Designer has the right to treat performance of the Services as ended on giving at least 7 days' further written notice to the Client.
- 9.6 The direct or indirect effect of any period of suspension arising from a valid notice given under clause 9.1 or clause 9.2 shall be taken into account for the purposes of assessing compliance by the Interior Designer with the Project Programme.
- 9.7 Performance of the Services and/or other obligations may be terminated immediately by notice from either Party if:
- 9.7.1 the other Party becomes bankrupt or is subject to a receiving or administration order, and/or goes into liquidation, and/or becomes insolvent (as defined in the Housing Grants, Construction and Regeneration Act 1996), and/or makes any arrangements with creditors
- 9.7.2 the other Party becomes unable to perform its obligations through death or incapacity.
- 9.8 On termination of performance of the Services and/or other obligations under the Contract, a copy of any drawings and documents produced pursuant to the Services and not previously provided by the Interior Designer to the Client shall be delivered to the Client by the Interior Designer, subject to the terms of the licence under clause 6.3 and payment of any outstanding fees and other amounts due plus the reasonable expenses of the Interior Designer.

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## 10. **Dispute Resolution**

### **Mediation**

- 10.1 In the event of any dispute or difference arising under the Contract, the Parties may attempt to settle the dispute, in the first instance, by mediation as specified in item K of the Contract Details.

### **Adjudication**

- 10.2 Where it is stated in item K of the Contract Details that adjudication applies:
- 10.2.1 either Party may give notice at any time of its intention to refer a dispute or difference to an Adjudicator
- 10.2.2 the appointment of the Adjudicator shall be made in accordance with the procedure identified in item K of the Contract Details

- 10.2.3 the referral of the dispute to an Adjudicator shall be made within 7 days of the issue of the notice
- 10.2.4 if the Parties cannot reach agreement on a person to act as Adjudicator, either Party may apply for a nomination or appointment to be made by the Royal Institute of British Architects.

10.3 The dispute may be referred by either Party to the final resolution process, as set out in item K of the Contract Details.

#### **Arbitration**

10.4 Where it is stated in item K of the Contract Details that arbitration applies as an alternative to litigation:

- 10.4.1 if either Party requires a dispute or difference (except in connection with the enforcement of any decision of an Adjudicator) to be referred to arbitration, then that Party shall serve on the other Party a notice of arbitration to that effect and the dispute or difference shall be referred to a person to be agreed between the Parties. If the Parties cannot reach agreement on a person to act as Arbitrator within 14 days of the date on which the notice is served, either Party may apply for a nomination or appointment to be made by the Royal Institute of British Architects
- 10.4.2 the Client or the Interior Designer may refer to litigation any claim for a financial remedy which does not exceed the financial limit provided by order made under section 91 of the Arbitration Act 1996
- 10.4.3 in such arbitration the Construction Industry Model Arbitration Rules (CIMAR) current at the date of the referral shall apply
- 10.4.4 the Arbitrator shall not have the power referred to in section 38(3) of the Arbitration Act 1996.

#### **Litigation**

10.5 Where it is stated in item K of the Contract Details that litigation applies, either Party may start court proceedings to settle a dispute.

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## **11. Information Formats**

11.1 Where produced using CAD, BIM or other proprietary software, drawings and documents shall be provided to the Client in PDF format only, unless an alternative format has been agreed and set out in item L of the Contract Details.

11.2 Without prejudice to the Interior Designer's obligations under the Contract, the Interior Designer does not warrant, expressly or impliedly, the integrity of any electronic data delivered in accordance with the provisions of item L of the Contract Details.

11.3 The Interior Designer shall have no liability to the Client in connection with any corruption or any unintended amendment, modification or alteration of the drawings and documents in digital format which occurs after they have been issued by the Interior Designer.

## **12. Client's Right to Cancel**

- 12.1** The Client has the right to cancel the Contract, for any reason, by sending a notice of cancellation to the Interior Designer at any time within 14 days of signing the Agreement.
- 12.2** The notice of cancellation is deemed to be served as soon as it is posted to the Interior Designer or, in the case of an electronic communication, on the day that it is sent to the Interior Designer.
- 12.3** If the Interior Designer was instructed to perform any services before the Contract was made or before the end of the 14-day period and the instruction(s) were confirmed in writing, the Interior Designer shall be entitled to any fees and expenses properly due before the Interior Designer received the notice of cancellation.

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## Optional Clauses

### 13. Provision of FF&E where Interior Designer FF&E applies

- 13.1** Without prejudice to clause 3.1, where the Interior Designer is acting as the Client's Principal in regard to the supply, procurement, delivery and/or installation of the FF&E then the following shall apply:
- 13.1.1** estimates – the Interior Designer shall prepare an estimate for the Interior Designer FF&E and will submit it to the Client for approval. The estimate shall be valid for 30 days from the date of the estimate and shall be subject to the terms and conditions contained in or referred to in the estimate itself
  - 13.1.2** effect of estimate – such an estimate will not be an offer capable of acceptance so as to bind the Interior Designer. The estimate will only become binding on the Parties once the Client has stated that it is accepting the estimate and the Interior Designer has then issued its confirmation of the Client's acceptance. The Interior Designer reserves the right to withdraw or revise an estimate prior to the Interior Designer's confirmation of the Client's acceptance
  - 13.1.3** price – the sum payable for the Interior Designer FF&E Services shall be the amount stated in the estimate or as otherwise agreed in writing between the Parties. If prior to completion of the supply of Interior Designer FF&E and related Services the Interior Designer's costs of undertaking the relevant supply or Services increases due to any reason outside the Interior Designer's control, including, but not limited to, increases in the costs of materials, labour, transport or currency fluctuations, the Interior Designer shall be entitled to a reasonable adjustment in the price payable by the Client for the Interior Designer FF&E.
- 13.2** The Interior Designer FF&E shall be of satisfactory quality, match the description and be reasonably fit for any purpose made known to the Interior Designer, and shall be delivered in good order. This obligation does not apply in regard to defects or other problems in regard to Interior Designer FF&E arising from:
- 13.2.1** fair wear and tear
  - 13.2.2** wilful damage, abnormal storage or working conditions, accident, negligence by the Client or by any third party
  - 13.2.3** failure to operate or use the Interior Designer FF&E in accordance with any instructions
  - 13.2.4** any alteration or repair by the Client or by a third party
  - 13.2.5** any drawing, design or specification provided by the Client.
- 13.3** Where the Interior Designer FF&E is bespoke or made to the Client's order the Interior Designer will be entitled to rely upon the Client's requirements as communicated to the Interior Designer. The Interior Designer will not be obliged to accept the return of such bespoke Interior Designer FF&E where the Client's requirements are incorrect, whether in regard to measurements or otherwise.
- 13.4** The Interior Designer shall use reasonable endeavours to match natural products such as wood, stone, glass, metal and leather to samples provided to the Client but shall not be responsible for variations in Interior Designer FF&E which occur due to intrinsic properties, nature and working methods applicable to natural products.
- 13.5** Where the Interior Designer provides items of Interior Designer FF&E to the Client for the Client to approve, then all risks in those items shall pass to the Client upon delivery to the Site and the Client should ensure that the items are carefully stored and are not otherwise put at risk of damage. The Client shall indemnify the Interior Designer in regard to any damage, loss or injury to the items and shall, at the Client's cost, make suitable arrangements for the return of such items to the Interior Designer upon request or as otherwise agreed.

- 13.6** Where the Interior Designer is responsible for the installation of Interior Designer FF&E (as opposed to where installation is undertaken by others engaged by the Client), then any such installation shall be carried out in a workmanlike manner using skilled trades people appropriate to each task.
- 13.7** Risk in Interior Designer FF&E shall pass to the Client upon delivery. Title to Interior Designer FF&E shall not pass to the Client until the Interior Designer receives payment in full for the Interior Designer FF&E, until such time the Client shall:
- 13.7.1** store the Interior Designer FF&E separately and so that it remains readily identifiable as the Interior Designer's property
- 13.7.2** maintain the Interior Designer FF&E in satisfactory condition.
- 13.8** If before title passes the Client is in default of its obligations under the Contract, then without limiting any other right or remedy the Interior Designer may require the Client to deliver up all Interior Designer FF&E and, if the Client fails to do so promptly, enter any premises of the Client or of any third party in order to recover the Interior Designer FF&E.
- 13.9** Any time or date for delivery of goods in the estimate shall be approximate only. The Interior Designer shall not be liable in any manner for failure to deliver within the time stated, nor in such circumstance shall the Client be entitled to cancel or terminate any order or contract.
- 13.10** The Client shall provide access for delivery of the Interior Designer FF&E at all reasonable times. If the Interior Designer is unable to deliver any Interior Designer FF&E or obtain access to effect delivery, the Interior Designer shall be entitled to suspend or cancel the contract under which the Interior Designer FF&E is to be supplied or that part of such contract which relates to the sale of such Interior Designer FF&E.
- 13.11** As a consumer Client, the Client's statutory rights in relation to Interior Designer FF&E are not affected.
- 13.12** The Interior Designer shall not be liable for any defect in quality, description or fitness for purpose of Interior Designer FF&E that could not have been discovered using the reasonable skill, care and diligence referred to in clause 3.1.

#### **14. Provision of FF&E where Client FF&E applies**

- 14.1** Where the Interior Designer is acting as the Client's Agent in regard to the advice on and/or supply, procurement, delivery and/or installation of the FF&E (i.e. the Interior Designer is not itself undertaking the supply etc. of FF&E) then the following shall apply:
- 14.1.1** the Interior Designer shall apply the same standard of skill, care and diligence as set out in clause 3.1 in regard to advising upon and acting as the Client's Agent in regard to Client FF&E, including in regard to (as appropriate) the supply, procurement, delivery and/or installation of the Client FF&E
- 14.1.2** other than as provided for in clause 14.1.1, the Interior Designer shall have no liability in respect of the Client FF&E and any related Services including, but not limited to, as to whether the Client FF&E meets one or all of the following:
- (a) conforms with its description or specification
- (b) is free from material defects in design, material and workmanship
- (c) is of satisfactory quality (within the meaning of the Consumer Rights Act 2015)
- (d) is fit for any purpose.

## 15. Provision of Building Interior Decoration Work

- 15.1** The Interior Designer shall prepare a priced specification/schedule of the Building Interior Decoration Work, including any VAT, together with a programme for executing the Building Interior Decoration Work and submit them to the Client. The specification/schedule (the 'tender') shall be open for acceptance for a period of 30 days from the date of issue and shall be based on the terms and conditions of the Contract applying subject to the terms of the tender.
- 15.2** Such a tender will not be an offer. The Client and the Interior Designer shall be legally bound only once the Client has accepted the tender in writing and the Interior Designer has then issued a confirmation of the Client's acceptance. The terms that shall apply in regard to the Building Interior Decoration Work shall be as set out in the Interior Designer's tender subject to the Interior Designer's confirmation of the Client's acceptance. When the Parties are legally bound by the tender, acceptance and confirmation shall be appended to the Contract together with any relevant drawings and specifications.
- 15.3** The sum payable to the Interior Designer for execution of the Building Interior Decoration Work shall be the amount stated in the tender or any agreed variation to it, which sum shall include the Interior Designer's fees and expenses as stated in item F of the Contract Details. The Interior Designer shall submit an account or accounts for payment and shall be paid in accordance with clause 5.

### Client's Responsibilities

- 15.4** The Client shall issue any information and instructions necessary for the proper carrying out of the Building Interior Decoration Work.
- 15.5** The Client shall provide the Interior Designer with access to the Site for the following purposes:
- 15.5.1** pre-Building Interior Decoration Work inspection
  - 15.5.2** carry out and complete the Building Interior Decoration Work set out in the tender, for the duration of the Building Interior Decoration Work.
- 15.6** The Client shall restrict other people's access to the Site, excluding the Interior Designer, their employees and subcontractors and suppliers, and shall not allow other people, particularly children, to be exposed to any dangers from the Building Interior Decoration Work.
- 15.7** The Client shall allow the Interior Designer:
- 15.7.1** reasonable space to store materials and tools as necessary
  - 15.7.2** use of toilet and washing facilities, heating, water and electricity
  - 15.7.3** to carry out the Building Interior Decoration Work during Working Hours, unless otherwise agreed in writing between the Client and the Interior Designer.

### Interior Designer's Responsibilities

- 15.8** Without prejudice to clause 3.1, where the Interior Designer is acting as the Client's Principal in regard to the supply, procurement, delivery and/or installation of the FF&E, the Interior Designer shall:
- 15.8.1** procure or carry out and complete the Building Interior Decoration Work in good and workmanlike manner by the completion date identified in the tender or any other date agreed in writing with the Client
  - 15.8.2** be responsible for obtaining all regulatory and statutory consents, fees and charges
  - 15.8.3** comply with all of the relevant health and safety legislation
  - 15.8.4** comply with all statutory obligations applicable to the Building Interior Decoration Work

- 15.8.5 leave the Site in a clean and tidy condition and clear away rubbish arising from the Building Interior Decoration Work at the end of each day
  - 15.8.6 warn the Client of any reasonably foreseeable possible dangers arising from the Building Interior Decoration Work.
- 15.9** In carrying out the Building Interior Decoration Work, the Interior Designer shall:
- 15.9.1 use methods that prevent nuisance, trespass and pollution
  - 15.9.2 ensure that a suitably qualified representative is available during the Building Interior Decoration Work to answer queries and receive instructions on its behalf
  - 15.9.3 take all reasonable steps and precautions to ensure that security is maintained on the Site at all times
  - 15.9.4 be solely responsible for carrying out the Building Interior Decoration Work and for the performance of all subcontractors and suppliers.

#### **Carrying out the Works**

- 15.10** If an event occurs which affects or is likely to affect the progress of the Building Interior Decoration Work and/or the tender price, the Interior Designer shall:
- 15.10.1 notify the Client on becoming aware of such an event
  - 15.10.2 not be responsible in respect of any defects in, or delays to, the completion of the Building Interior Decoration Work caused by persons other than the Interior Designer's employees, subcontractors or suppliers
  - 15.10.3 be entitled to a reasonable extension of time and to payment for any increased costs incurred.

#### **Client's Liability**

- 15.11** In so far as the event has not been caused by the Interior Designer, or its employees, subcontractors or suppliers, in carrying out the Building Interior Decoration Work, the Client's liability includes:
- 15.11.1 damage to existing structures and fixtures
  - 15.11.2 damage to neighbouring property caused by the carrying out of the Building Interior Decoration Work.

#### **Interior Designer's Liability**

- 15.12** In so far as the event has not been caused by the Client, or its employees or agents, in carrying out the Building Interior Decoration Work, the Interior Designer's liability includes:
- 15.12.1 loss of or damage to the Building Interior Decoration Work
  - 15.12.2 loss of or damage to the existing structure and contents
  - 15.12.3 death or bodily harm to any person working for the Interior Designer, arising in connection with the Building Interior Decoration Work during the course of their employment
  - 15.12.4 death or bodily harm to a third party caused by the carrying out of the Building Interior Decoration Work.
- 15.13** Each Party is responsible for arranging insurance that is stated to be its responsibility in item N of the Contract Details for the amounts stated and for keeping it in place until completion of the Building Interior Decoration Work.
- 15.14** The Interior Designer shall maintain employers' liability insurance and public liability insurance for death or injury to people or damage to property.
- 15.15** On the request of the Client the Interior Designer shall produce such evidence as may be reasonably required that the actions under clauses 15.13 and 15.14 have been carried out.

# Schedule of Services

## Interior Design Services

The specific services that the Interior Designer will carry out at each stage of the Project are listed below. The Services will be undertaken in accordance with stages defined in the RIBA Plan of Work.

The Services being undertaken should be selected individually and ticked  where an option APPLIES, provided that clause 3.1 and clause 3.2 shall always apply.

### Stage 0 – Strategic Definition

*It is anticipated that services required as part of any Stage 0 – Strategic Definition activities will be commissioned on a time-based charge or as a separate professional services contract. However, any minor roles and services may be added if required.*

- Provide feedback from previous projects
- Review relevant information from the Client to confirm the Client's strategic brief
- Other (*please specify*)  

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*Continue on a separate sheet if necessary.*

### Stage 1 – Preparation and Briefing

- Visit the Site and carry out an initial appraisal
- On behalf of the Client, arrange the following surveys or other investigations that the Interior Designer identifies as reasonably required:  

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- Contribute to the development of the Project Programme
- Establish the Project Cost with the Client

- Assist the Client in developing the initial Project Brief
- Prepare and discuss feasibility studies for the Project
- Advise on the Other Client Appointments required to carry out the Project
- Other *(please specify)*

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*Continue on a separate sheet if necessary.*

### Stage 2 – Concept Design

- Review any existing drawings and surveys of the Site prepared and provided by others
- Prepare the concept design for discussion with the Client
- Coordinate the relevant information received from the Other Client Appointments with the Interior Designer's design
- Review and update the Project Programme
- Provide updated Project Cost information to the Client
- Collate and agree with the Client changes to the initial Project Brief and issue the final Project Brief
- Provide design information and identify the reasonably foreseeable residual health and safety risks (under the CDM Regulations 2015)
- Prepare a stage report on the concept design, final Project Brief and Project Cost for the Client's approval before progressing to the next stage
- Other *(please specify)*

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*Continue on a separate sheet if necessary.*

### Stage 3 – Spatial Coordination

- Prepare the developed design including, as necessary, furniture/room layouts, sample boards and visuals, and photographs or sketches of selected furniture and fixtures for discussion with the Client, as follows:

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- Coordinate the relevant information received from the Other Client Appointments with the Interior Designer's design
- Review and update the Project Programme
- Provide updated Project Cost information to the Client
- Provide design information and identify the reasonably foreseeable residual health and safety risks (under the CDM Regulations 2015)
- Prepare a stage report on the developed design and the Project Cost for the Client's approval before progressing to the next stage
- Prepare information to support a planning application and/or listed building consent application to the appropriate planning authority
- Submit a planning application and/or listed building consent application to the appropriate planning authority
- Other (*please specify*)

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*Continue on a separate sheet if necessary.*

#### **Stage 4 – Technical Design**

- Advise the Client of the planning conditions
- Prepare the technical design, including production information drawings (excluding shop drawings), design specification/schedule of works\* (*\*delete as appropriate*) for the Project for the Client's approval, in sufficient detail to enable a tender or tenders to be obtained
- Coordinate the relevant information received from the Other Client Appointments with the Interior Designer's design
- Review and update the Project Programme
- Provide updated Project Cost information to the Client
- Identify the extent of the technical design work that is to be completed by the Contractor or the specialist subcontractors
- Advise the Client on making applications for planning, Building Regulations approval and other consents (e.g. landlord's) as required
- Provide design information and identify the reasonably foreseeable residual health and safety risks (under the CDM Regulations 2015)
- Advise the Client on potential contractors to be invited to tender for the Project
- Collate the Other Client Appointments' tender information and issue the tender pack to the Client for its approval

- Invite, appraise and report on tenders
- Coordinate the design work prepared by the Contractor and the specialist subcontractors with the Interior Designer's design
- Advise the Client on the appropriate form of Building Contract, its conditions and the responsibilities of the Client, the Other Client Appointments and the Contractor
- Request that the Contractor provides evidence to the Client of any insurances required under the Building Contract
- Prepare the Building Contract and arrange for it to be signed/executed
- Coordinate and submit an application to the appropriate planning authority for clearance of pre-commencement planning conditions
- Provide the Contractor with the information reasonably required to undertake the Project
- Prepare a stage report on the technical design for the Client's approval before progressing to the next stage
- Other (*please specify*)

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*Continue on a separate sheet if necessary.*

## **Stage 5 – Manufacturing and Construction**

- Provide design information to the Other Client Appointments, as reasonably required, to enable them to carry out their services
- Respond within a reasonable timeframe to Site queries
- Provide final construction issue design information for inclusion in the Health and Safety File (under the CDM Regulations 2015)
- Provide the Client with the original copy of any notices, consents or approvals in connection with planning, building control and other relevant statutory approvals
- Maintain contract administration procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Client, the Other Client Appointments and the Contractor in accordance with the Building Contract
- Organise, chair and record meetings, at the frequency stated in item F of the Contract Details, identify the activities to be undertaken and determine who is responsible for taking action and report on progress to the Client
- Carry out visual site inspections, as stated in item F of the Contract Details, to inspect the construction works with respect to general compliance with the Building Contract and Project Programme
- Certify interim payments in accordance with the terms of the Building Contract and advise on the final Project Cost



- Review the progress of the construction works against the Project Programme
- Advise the Client regarding the effect that any variation or change proposed by the Client or Contractor will have on the Project Cost and Project Programme
- Prepare and submit the application to discharge the construction-stage and the pre-occupancy planning conditions
- Issue instructions in accordance with the terms of the Building Contract
- Request manufacturers' maintenance instructions or leaflets from the Contractor and provide them to the Client
- Certify Practical Completion when this has been achieved
- Other *(please specify)*

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*Continue on a separate sheet if necessary.*

**Stage 6 – Handover**

- Carry out visual site inspections, as stated in item F of the Contract Details, and comment on the resolution of defects and issue site inspection reports to the Client
- Issue a schedule of defective works
- Liaise with the Client, the Other Client Appointments and the Contractor in relation to the making good of defects
- Inspect the remedial works following receipt of notice from the Contractor that the resolution of defective works is complete
- Certify when the defective works have been rectified
- Assist the Client and the Contractor to agree the final account and issue the final certificate
- Other *(please specify)*

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*Continue on a separate sheet if necessary.*

**Stage 7 – Use**

*Services required as part of any ongoing (long-term) Stage 7 – Use activities are not listed. It is anticipated that such services will be commissioned as a separate professional services or operating contract.*

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## Optional Services

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### FF&E Services – Interior Designer Acting as Principal

The following list of FF&E Services sets out the specific services that the Interior Designer will undertake if acting as Principal.

The Services being undertaken should be selected individually and ticked  where an option APPLIES.

- Supply and deliver the Interior Designer FF&E set out in accordance with the Contract
- Undertake the installation of Interior Designer FF&E in accordance with the Contract
- Provide the Client with general advice on maintenance of Interior Designer FF&E
- Provide the Client with any operation and maintenance manuals relating to Interior Designer FF&E
- Other *(please specify)*

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*Continue on a separate sheet if necessary.*

### FF&E Services – Interior Designer Acting as Agent

The following list of FF&E Services sets out the specific services that the Interior Designer will undertake if acting as Agent.

The Services being undertaken should be selected individually and ticked  where an option APPLIES.

- Place orders with Client FF&E suppliers, requesting individual payments from the Client to the suppliers as required
- Visit the site of fabrication as necessary to monitor the progress and quality of the Client FF&E
- Monitor delivery and installation of the Client FF&E
- Give general advice on maintenance of the Client FF&E
- Other *(please specify)*

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*Continue on a separate sheet if necessary.*



## Interior Designer Acting as Contractor and Undertaking Building Interior Decoration Work

The following list of Services sets out the specific services that the Interior Designer will undertake if acting as contractor and then subcontracting the Building Interior Decoration Work.

The Services being undertaken should be selected individually and ticked  where an option APPLIES.

- Prepare a priced specification/schedule of Building Interior Decoration Work including any VAT and submit to the Client
- Prepare a programme for executing the Building Interior Decoration Work and submit to the Client
- Other (*please specify*)

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*Continue on a separate sheet if necessary.*

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## Other Services

List any other services that the Interior Designer is going to undertake and state whether these are included in the Basic Fee (item F of the Contract Details), whether they will be carried out on a time-based charge, as per item G of the Contract Details, whether they will be undertaken for a lump sum charge (*state the charge in the 'Other services' section of item F of the Contract Details*).

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### Additional Services

The following services are not included in the Contract but the Client can request that the Interior Designer undertakes these services, if the need arises, during the Project. These services are subject to additional fees, which are to be agreed between the Client and the Interior Designer.

Services may include, but are not limited to, the following:

- producing models and special drawings
- negotiating approvals with statutory authorities
- making submissions to and negotiating approvals with landlords, freeholders, etc.
- preparing a schedule of dilapidations
- services in connection with party wall negotiations
- negotiating a price with a contractor (in lieu of tendering)
- services in any dispute between the Client and another party
- services following damage by fire and other causes
- services following suspension or termination of any contract or agreement following the insolvency of any other party providing services to the Project
- services in connection with government and other grants.

## Principal Designer Schedule of Services

The Services cover the range of services expected of a Principal Designer based on the CDM Regulations 2015 which the Interior Designer is authorised to perform and shall be responsible for.

Select if the Interior Designer will be appointed as the Principal Designer and indicate the stages for which the role will apply.

### Principal Designer

Stages that apply

The Interior Designer as Principal Designer will, so far as is reasonably practicable, and provided that clause 3.1 and clause 3.2 of the Contract Conditions shall always apply, deliver the following services:

- Plan, manage and monitor the Pre-construction Phase and coordinate matters relating to health and safety during the Pre-construction Phase to ensure that the Project is carried out without unreasonable risks to health or safety
- Take into account the general principles of prevention and, where relevant, the content of any Construction Phase plan and Health and Safety File when:
  - design, technical and organisational aspects are being decided in order to plan the various items or stages of work which are to take place simultaneously or in succession
  - reviewing estimates of the period of time required to complete such work or work stages
- Identify and eliminate or control foreseeable risks to the health or safety of any person:
  - carrying out or liable to be affected by construction work
  - maintaining or cleaning a structure
  - using a structure designed as a workplace
- Ensure all Other Client Appointments comply with their duties under the CDM Regulations 2015
- Ensure that all persons working in relation to the Pre-construction Phase cooperate with the Client, the Principal Designer and each other, regarding health or safety
- Assist the Client in the provision of the Pre-construction Information, promptly and in a convenient form, to every designer and contractor appointed, or being considered for appointment, to the Project, so far as it is within the Principal Designer's control
- Liaise with the Principal Contractor for the duration of the Principal Designer's appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the Construction Phase and the coordination of health and safety matters during the Construction Phase
- Assist the Principal Contractor in preparing the Construction Phase plan by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the Construction Phase plan including:
  - Pre-construction Information obtained from the Client
  - any information obtained from designers that is provided to the Principal Designer about health and safety risks
- Prepare a Health and Safety File appropriate to the characteristics of the Project, which must contain information relating to the Project that is likely to be needed during any subsequent project to ensure the health and safety of any person
- Ensure that the Health and Safety File is appropriately reviewed, updated and revised from time to time to take account of the work and any changes that have occurred
- Pass the Health and Safety File to the Client at the end of the Project or pass the Health and Safety File to the Principal Contractor if the Principal Designer's appointment ends before the end of the Project
- Other (*please specify*)

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## Principal Contractor Schedule of Services

The Services cover the range of services expected of a Principal Contractor based on the CDM Regulations 2015 which the Interior Designer is authorised to perform and shall be responsible for.

Select if the Interior Designer will be appointed as the Principal Contractor and indicate the stages for which the role will apply.

Principal Contractor	Stages that apply
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The Interior Designer as Principal Contractor will, so far as is reasonably practicable, and provided that clause 3.1 and clause 3.2 of the Contract Conditions shall always apply, deliver the following services:

- Plan, manage and monitor the Construction Phase and coordinate matters relating to health and safety during the Construction Phase to ensure that the Project is carried out without unreasonable risks to health or safety
- Take into account the general principles of prevention when:
  - design, technical and organisational aspects are being decided in order to plan the various items or stages of work which are to take place simultaneously or in succession
  - estimating the period of time required to complete the work or work stages
- Organise cooperation between contractors (including successive contractors on the same construction site)
- Coordinate implementation by the contractors of applicable legal requirements for health and safety
- Ensure that employers and, if necessary, for the protection of workers, self-employed persons:
  - apply the general principles of prevention in a consistent manner
  - where required, follow the Construction Phase plan.
- Ensure that a suitable site induction is provided
- Ensure that the necessary steps are taken to prevent access by unauthorised persons to the construction site
- Ensure that facilities that comply with the requirements of Schedule 2 of the Regulations are provided throughout the Construction Phase
- Liaise with the Principal Designer for the duration of the Principal Designer's appointment and share with the Principal Designer information relevant to the planning, management and monitoring of the Pre-Construction Phase and the coordination of health and safety matters during the pre-construction phase
- Make and maintain arrangements which will enable the Principal Contractor and workers engaged in construction work to cooperate effectively in developing, promoting and checking the effectiveness of measures to ensure the health, safety and welfare of the workers
- Consult those workers or their representatives in good time on matters connected with the Project which may affect their health, safety or welfare, in so far as they or their representatives have not been similarly consulted by their employer
- Ensure that those workers or their representatives can inspect and take copies of any information which the Principal Contractor has, or which the CDM Regulations 2015 require to be provided to the Principal Contractor, which relate to the health, safety or welfare of workers at the site, except any information:
  - the disclosure of which would be against the interests of national security
  - which the Principal Contractor could not disclose without contravening a prohibition imposed by or under an enactment
  - relating specifically to an individual, unless that individual has consented to its being disclosed
  - the disclosure of which would, for reasons other than its effect on health, safety or welfare at work, cause substantial injury to the Principal Contractor's undertaking or, where the information was supplied to the principal contractor by another person, to the undertaking of that other person
  - obtained by the Principal Contractor for the purpose of bringing, prosecuting or defending any legal proceedings.

# Appendix

## Notice of Cancellation

The Client has the right to cancel the Contract, for any reason, by sending (including by email) a notice of cancellation to the Interior Designer within 14 days of signing the Agreement.

The notice of cancellation may be worded as follows:

Dear *[Interior Designer's name or name of business]*

### **Notice of Cancellation**

The Client *[Client's name]* hereby gives notice that the RIBA/BIID Domestic Professional Services Contract 2020 for Interior Design Services entered into with the Interior Designer *[Interior Designer's name or name of business]* on *[date stated at end of the Agreement section]* is cancelled.

Yours sincerely,

*[Client's signature]*

*[Date]*

Note: The Client may cancel the Contract within 14 days of signing it and the Interior Designer shall refund any payments received from the Client. However, if within 14 days of signing the Contract, the Client agrees in writing that the Interior Designer shall undertake any work and/or provide services and/or goods, the Client shall be liable to pay for the work, services and/or goods.

If item N is selected and the Project involves more than one contractor, then the Interior Designer takes on the responsibility of Principal Contractor. When working for a consumer client the Principal Contractor will normally take on the client duties as well as their own as Principal Contractor. If a consumer client does not specifically appoint a Principal Contractor, the role of the Principal Contractor must be carried out by the contractor in control of the Construction Phase.

**Building insurances:** List the insurance policies that are applicable to the Building Interior Decoration Work and identify who is responsible for arranging and paying for them. For each insurance type, state the minimum financial amount of cover it must provide, as well as the basis on which that cover is calculated – either as an amount for each and every claim, or a total of all claims (aggregate) made over the period of the insurance. Also state whether the policy will be in the joint names of the Client and the Interior Designer or specifically in the name of either the Client or the Interior Designer. Having a joint names policy means, among other things, that either Party may make a claim under the policy, and will be notified of any amendments to it.

The following are examples of insurances that typically should be included in a contract for building work:

- ‘all risks’ insurance, in joint names (Client and Interior Designer), to cover damage to the Building Interior Decoration Work, products and equipment
- ‘all risks’ insurance, in joint names (Client and Interior Designer), to cover damage to the existing structures
- public liability insurance, covering the Interior Designer’s liability for damage to third party property and people. This includes personal injury to third parties other than the insured’s own employees and for damage to property belonging to third parties
- employers’ liability insurance, covering the Interior Designer’s liability for personal injury to or the death of its employees. This includes employee illness or injury as a result of their employment
- other insurances, such as buildings and/or contents insurance, which the Parties may agree upon that may be required for the Project.

When having Building Work or Building Interior Decoration Work carried out on its property, the Client should inform its building and contents insurers and seek written confirmation of the extent of cover provided by its own insurance policies in respect of the Building Work or Building Interior Decoration Work. The Contract Details set out the main insurance policies

that should be in place. This is not an exhaustive list and the specific circumstances and nature of the Building Work or Building Interior Decoration Work may require additional insurance.

Insurance is a highly technical subject and the wordings of policies can vary significantly between insurers, so the Parties are advised to consult with insurance brokers in making decisions on the insurance requirements.

## The Schedule of Services

- The Schedule of Services is used to define the Services to be performed by the Interior Designer and maps the Services to the stages in the RIBA Plan of Work. It covers Stages 0 to 6; services required as part of any ongoing (long-term) Stage 7 activities are not listed as these services will be commissioned as a separate professional services or operating contract.
- The Schedule of Services relates to a straightforward project and the Services are described in simple terms. Performance of the Services must be in accordance with the normal standards of the Interior Designer’s profession.
- The completed Schedule of Services should accurately reflect the Client’s requirements and the Services that the Interior Designer has agreed to provide. There is also a provision in the Contract for the Interior Designer to provide additional services for an additional fee (not listed in the Basic Fee).
- If the Interior Designer is to undertake the role of the Principal Designer, as set out in the CDM Regulations 2015, the Interior Designer acting as Principal Designer will, so far as is reasonably practicable, deliver the services listed in the Principal Designer Schedule of Services.
- If the Interior Designer is to undertake the role of the Principal Contractor, as set out in the CDM Regulations 2015, the Interior Designer acting as Principal Contractor will, so far as is reasonably practicable, deliver the services as listed in the Principal Contractor Schedule of Services.
- The Services being undertaken should be selected individually and ticked  where an option APPLIES.

## Contract Conditions

- The Contract Conditions set out in concise terms the rights and obligations of the Parties.

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