

RATE-CARD FOR JAN-DEC 2011

(This rate-card is updated on Jan 1st annually)

APP/0000/K

1.1 Charge Structure (For details of Services under RIBA Stages A-L see Page 4)

RIBA	SERVICE	Hourly	Lump Sum	% Fee	Initial	Date
STAGE	Highlighted Services included in Fees	Estimate				
A	APPRAISAL					
B	STRATEGIC BRIEF	-				
C	OUTLINE PROPOSALS (sketch designs)					
D	DETAILED PROPOSALS (planning submission)					
E	FINAL PROPOSALS (Building Regulations)					
F	PRODUCTION INFORMATION (CD's)					
G	TENDER INFORMATION					
H	TENDER ACTION					
J	MOBILISATION					
K	TO PRACTICAL COMPLETION					
L	AFTER PRACTICAL COMPLETION					
SUBTOTAL						
OTHER	MEASURING EXISTING STRUCTURES					
	INTERIORS DESIGN SERVICE					
TOTAL		-		-		

1.2 Hourly Labour Rates for Services outside of Lump Sum & %Fee

Director	Senior Architect	Designer	CAD/Technician	Administrative
£135	£105	£75	£60	£50

1.3 Expenses & Disbursements

Expenses & Handling Charges are charged at **5%** of the fees levied and would generally include what we reasonably assume is required to deliver a project from start to finish. An additional **1%** is charged for archiving costs. **Below is a guide to item charges (that form the basis of the 5% charge):**

Photo-printing		Copyneg A1	£ 7.50		Draughting Materials	
Colour A1	£ 25.00	Copyneg A2	£ 5.00		Trace A1	£ 0.50
Colour A2	£ 17.00	Colour plot A1	£ 16.00		Trace A2	£ 0.25
Colour A3	£ 5.00	Colour plot A2	£ 12.00		Trace A3	£ 0.15
Colour A4	£ 3.00	Colour plot A3	£ 7.00		Trace A4	£ 0.10
Paper plotting & printing		B/wh plot A1	£ 3.00		Paper A1	£ 0.20
B/wh A1	£ 1.50	B/wh plot A2	£ 2.00		Paper A2	£ 0.15
B/wh A2	£ 1.00	B/wh plot A3	£ 1.00		Bronze Plaque	£ 200
B/wh A3/A4	£ 0.10	Other expenses			Envelopes	Cost +5%
Enlarge A3	£ 10.00	Travel	£ 0.50	/mile	Letters	£1.00+
Enlarge A2	£ 7.50	Modelmaking	cost +5%	/minute	DVD Video	£20
reduce A1	£ 5.00	Mobile phone	£ 0.50	/minute	Misc expenses	Cost+10%
Reduce A2	3.5	ID Sample Box	£ 20.00	/ Box	disbursements	cost+10%

1.4 Additional notes for clarity & appendix to the Conditions below on Page 5.

- Expenses, other charges and professional fees will attract VAT @ 17.5%.
- After 30 days, accounts will attract interest @ 5% above Base Rate.
- Stedman Blower alters this rate-card annually in January.
- Complaints about our services may be made to the Architects Registration Board (ARB) on 020 7580 5861 or at www.arb.org.uk.
- Time limit for action or proceedings and insurance cover shall be 6 years.
- **Limit of liability and amount of insurance indemnity cover shall be £500,000**
- Where Services include RIBA Stages K-L, Site Inspections will be at **2-week** intervals during Construction Period (see Clause 7).
- SB asserts Intellectual Copyright on its designs and will insist on certain measures being agreed where SB are supplanted. After Stage D, SB levies a standard Release Fee of £2,000 per Project +VAT which is to cover the Licence Agreement to use the designs. Prior to Stage D, Clause 33 will apply, for the use of Copyrighted materials or designs.

1.5 Schedule of non-core activities, surveys & reports requiring coordination & RIBA Stage anticipated.

Definitions:

Low: Not expected; no time allocated.

Medium: Possibly required; no more than 2 hours time allowed for confirming requirement.

High: Highly likely to be required; time allowed for coordinating specialist services by others. In the case where Stedman Blower expect to carry out this service, a fee allowance will be allowed.

Service	Risk			Other Consultant required	RIBA Stage anticipated	Fee Allowance
	Low	Medium	High			
Pre-Planning (RIBA Stages A-D)						
Highways, traffic & parking	x			Traffic Engr	D	£
Ecological & environmental impact assessments			x	Ecologist	D	£
Trees & Landscape assessments; TPO Consents		x		Arboriculturist	D	£
Soils report & trial holes	x				D	£
Structural surveys & specialist engineering			x	Structural Engr	D	£
Conditions/Building surveys	x				D	£
Measured land surveys			x	GIS Surveyor	D	£
Measured building surveys			x	GIS Surveyor	D	£
Hydrological surveys	x			Hydrologist	D	£
Archaeological reports	x			Archaeologist	D	£
Historic building reports & specialist surveys	x				D	£
Contamination surveys	x				D	£
Rights to light surveys	x				D	£
Rights of way, access & easement surveys	x				D	£
Party Wall Act surveying	x				D	£
BREEAM Code for Sustainable Homes Assessment		x		CSH Assessor	D	£
BREEAM Sustainability Assessments		x		BRE Assessor	D	£
Renewable Statements and SAP or SBEM Calcs		x		Energy Assessor	D	£
Specialist Planning Services		x		Planning Const	D	£
Cost control reports	x			QS	D	£
Disabled access audits	x				D	£
Listed Building & Conservation Area Consent			x		D	£
Planning Application			x		D	£
Freeholder/leaseholder/funder notices	x				D	£
Statutory Undertakers & utilities notices	x				D	£
Post-Planning (RIBA Stages E-L)						
Asbestos reports	x				E	£
Mechanical & Electrical Energy Reports & SAP Calcs	x			Energy Assessor	E	£
Heating & ventilation design	x			Mechanical Engr	E	£
Electrical design	x			Electrical Engr	E	£
Lighting Design	x				F	£
Interiors Design	x				F	£
Acoustic surveys & design	x			Acoustician	E	£
Damp & pest/insect reports	x				E	£
Structural or Civil Engineering	x			Structural Engr	E	£
CDM Co-ordination	x			Safety Const	E	£
Quantity Surveying & cost consultancy	x			QS	E	£
Project Management	x			PM	E	£
Drainage design	x			Drainage Const	E	£
Specialist Design	x				E	£

1.6 Fee cost matrix at hourly rates (Post Planning)

This matrix applies where Services are being quoted beyond RIBA Stage D, except where visualisations are being provided, as these can be provided as an optional extra up to Stage D. Where visualisations are seen as being desirable or necessary up to RIBA Stage D, then this will be clear in the covering letter. Additional visualisations than those quoted and included, both before and after Stage D (Planning) will attract the lump sum fees at the foot of this page.

RIBA Stage	Work Section	Units (number of drawings or documents)	Time Estimate Hours	Item Rate	TOTALS
E	<i>Medium: B'Regs & CAD Model</i>	xx GA's (A1)	0	£ -	£ -
	<i>Project Manage Design Team</i>		0	£ -	£ -
	<i>Performance & Outline spec</i>	xx *DOC	0	£ -	£ -
	<i>SAP Calculation (developed during design)</i>	1 *XLS	0	£ -	£ -
	<i>Cost report & analysis</i>	1 *XLS	0	£ -	£ -
	<i>Co-ordinate with Structural Engineer</i>		0	£ -	£ -
	<i>Advice on Sustainability / Heating/ Electrical performance criteria</i>		0	£ -	£ -
	Subtotal			0	
F	<i>Full: Construction Drawings</i>	xx GA's (A1)	0	£ -	£ -
	<i>Full: Detailed drawings incl joinery details; schedules etc.</i>	(A3/A4) xx H's (A1)	0	£ -	£ -
	<i>Project Management & Contract Administration</i>		0	£ -	£ -
	<i>Co-ordinate with Structural Engineer & Quantity Surveyor</i>		0	£ -	£ -
	<i>Advice on Sustainability / Heating/ Electrical</i>		0	£ -	£ -
	<i>Update cost report</i>		0	£ -	£ -
	<i>specialists as req'd</i>		0	£ -	£ -
	<i>Detailed Specification for Tender.</i>	xx *DOC	0	£ -	£ -
<i>Attend/organise misc tests/surveys</i>		0	£ -	£ -	
G	<i>Tender Action</i>		0	£ -	£ -
Subtotal			0		£0
J-K	<i>Monthly site meetings</i>		0	£ -	£ -
	<i>Project Management & Contract Administration & Certification</i>	AI's & DOC	0	£ -	£ -
L	<i>Post Practical Completion</i>		0	£ -	£ -
Subtotal			0		£0
Estimated total fee to RIBA Stage L (excl A-D)	(Excl VAT)		0		£0

Optional Extras	3D Visualisation (still & moving)	Still	Moving
	<i>3D visualisation interior (per room)</i>	£ 750.00	£ 1,500.00
	<i>3D visualisation exterior (per view)</i>	£ 750.00	£ 2,500.00
	<i>3D visualisation (white card unrendered)</i>	£ 250.00	£ 750.00
Exceptional & Detailed Work Items		Item	
	<i>certification, SAP Calcs</i>	£ -	
	<i>Interiors Design Boards (per room)</i>	£ -	
	<i>Interiors Design drawings (per room), specifications, finishes & colours schedules</i>	£ -	
	<i>Hard Landscaping design & construction drawings</i>	£ -	

Schedule of Services (RIBA work stages A-L)

All commissions

- 1.1 Receive the Client's instructions.
- 1.2 Where applicable, inform the Client of his duties under the CDM Regulations.
- 1.3 Comply with the CDM Regulations and, where applicable, cooperate with the CDM Coordinator.
- 1.4 Obtain information about the Site from the Client.
- 1.5 Visit the Site and carry out an initial appraisal.
- 1.6 Advise the Client on the need to obtain statutory approvals.
- 1.7 Advise on the need for and the scope of services by consultants, specialists, and suppliers.

RIBA Work Stages

A Appraisal

- B Briefing
- 1 Assist the Client in preparing the Client's Requirements.
- 2 Carry out a study necessary to determine the feasibility of the Client's Requirements.

C Outline Proposals and

D Detailed Proposals

- 1 Analyse the Client's Requirements, prepare outline proposals and develop a scheme design.
- 2A Prepare an approximation of construction cost, *or where a cost consultant is retained*
- 2B Provide information to others for cost planning.
- 3 Submit design proposals and approximate construction cost for the Client's approval.
- 4 Prepare (and submit where no Planning Consultant used) an application under the Planning Act and/or Listed Building Consent.

E Final Proposals

- 1 Develop detail design from the Client Approved drawings, necessary to achieve Building Regulations Approval, including General Arrangement (GA's) drawings, generic wall, floor & roof details and written outline specification as MSWord Document – but generally not to include proprietary information or detailing.
- 1 Prepare and submit applications for Approvals under Building Acts and/or Regulations and other statutory requirements, follow through and negotiate Approval.
- 2 Resubmit amendments during detailed design to update Planning Approval and/or Listed Building Consent. Resubmit new applications if required, and to meet any Conditions that are reasonable at this stage of detail.
- 3 Coordinate and integrate any work by consultants, specialists and suppliers into the GA's, but only to a level of detail reasonable at Stage E and with generic rather than bespoke products.

F Production Information

G Tender Documentation

- 1 Further develop detail design from the Client Approved GA's.
- 2 Coordinate and integrate any work by consultants, specialists and suppliers.
- 3 Prepare production information
- 4A Prepare schedules of rates and/or schedules of works for tendering purposes. Revise cost estimate. *or where a cost consultant is retained*
- 4B Provide information for others to prepare schedules of rates and/or quantities and/or schedules of works for tendering purposes. Provide information to others for revision of cost estimate.

H Tender Action

- 1 Advise on and obtain the Client's approval of a list of tenderers for the building contract.
- 2 Invite Tenders.
- 3A Negotiate a price with an approved contractor, *or*
- 3B In conjunction with others, negotiate a price with an approved contractor.
- 4 Appraise and report on tenders/negotiations.

J Mobilisation

- 1 Advise the Client on the appointment of a contractor and on the responsibilities of the parties and of the Architect under the building contract.
- 2 If required, prepare the building contract and arrange for it to be signed.

K Construction to Practical Completion

- 1 Administer the terms of the building contract Monitor the progress of the Works against the Contractor's programme.
- 2 Review progress with the Contractor and report to the Client
- 3A Prepare and certify valuations of work carried out or completed. Prepare financial reports for the Client, *or where a cost consultant is retained*
- 3B Certify valuations of work prepared by others. Present to the Client financial reports prepared by others
- Where applicable, pass information to the Planning Supervisor for the Health and Safety File.
- 4 Provide drawings showing the building and main lines of drainage, arrange for the provision of drawings of building services by others, and give general advice on maintenance

L After Practical Completion

- 1 Administer the terms of the building contract and make final inspections
- 2A Settle Final Account, *or where a cost consultant is retained*
- 2B Provide information required by others for settling Final Account

Other activities

These activities do not form part of the Services unless otherwise included in the Covering Letter attached to this Agreement.

Performance of any of these activities will attract additional fees in accordance with clause 23.

Other activities:

- 1 Conduct exceptional negotiations in connection with planning permission or building acts and/or regulations and other statutory requirements and revise documentation. Attend to Appeals of Planning Refusals.
- 2 Submit plans for proposed works for approval of landlords, funders, freeholders, tenants or others
- 3 Prepare special drawings, models or technical information for use by the Client.
- 4 Provide information in connection with, or make applications for, or negotiate local authority, government and other grants.
- 5 Advise on suitability and selection of sites and/or buildings.
- 6 Make measured surveys, take levels and prepare drawings of sites and/or buildings.
- 7 Arrange for investigations of soil conditions of sites.
- 8 Prepare report and schedule of condition of existing buildings.
- 9 Prepare report and schedule of dilapidations.
- 10 Prepare, submit, negotiate claims following damage by fire and other causes.
- 11 Inspect and prepare valuation report for mortgage and other purposes.
- 12 Investigate and advise on means of escape in existing buildings.
- 13 Investigate and advise on change of use in existing buildings.
- 14 Provide services in connection with demolition works.
- 15 Provide landscape design services, *unless identified on the matrix below.*
- 16 Provide services in connection with party wall negotiations.
- 17 Provide interior design services, *unless identified on the matrix below.*
- 18 Provide Party Wall Surveying or CDM Coordination.
- 19 Provide special presentation materials or time.

Notes:

1. Where a QS is appointed by the Client; Alternative A will be deleted and B will apply.
2. Where a QS is not appointed by the Client, Alternative A will be deleted and B will apply, subject to agreement of Additional Fees to be paid to SB for carrying out this service.
3. Where SB are not in a Lead Consultancy role, where SB are not retained beyond Stage E or where a Project Manager is appointed, SB will provide only those design services identified in the covering Letter.

Terms & Conditions of Appointment

Governing Law/Interpretation

1 The Law applicable to this agreement shall be the law of England and Wales.

Stedman Blower's [SB] Services

- 2 SB shall, in providing the Services and discharging all the obligations set out hereunder, exercise reasonable skill and care in conformity with the normal standards of the Architect's profession.
- 3 SB shall act on behalf of the Client in the matters set out or necessarily implied in the Appointment.
- 4 The Client shall advise SB of the relative priorities of the Client's requirements, and shall inform SB of any changes or variations to the Client's requirements, budget or timetable.
- 5 SB shall co-operate with any other designers, the Project Manager and the Planning Supervisor if appointed, and as appropriate pass relevant information to them.
- 6 SB shall not unreasonably alter, add to or omit from the Services, or from the approved design, without the knowledge and consent of the Client, whether issued verbally or in writing. SB will endeavour to confirm all verbal instructions in writing. In an emergency or where the action required to administer or progress the design or construction is of a reasonably minor nature, SB may make such alteration, addition or omission without the knowledge and consent of the Client, but shall endeavour to inform the Client without delay and if need be confirm such action in writing.
- 7 SB shall in providing the Services at RIBA Stages K-L make such visits to the Works as SB, at the date of the appointment, reasonably expected to be necessary, as identified above. If for any reason outside of the control of SB, additional site inspections are required over and above what is stated on Page 1, then additional fees will be applied at hourly rates.
- 8 The Client shall, free of charge, supply SB with accurate information, approvals and decisions necessary for the proper and timely performance of the Services, and the Architect shall rely on the accuracy of such information. The Client shall indemnify SB against any and all consequential or indirect losses caused to him by any omission, failure or action carried out by SB in the conduct of the Services.
- 9 The Client shall give decisions and approvals necessary for the proper and timely performance of the Services.
- 10 The Client shall have authority to issue instructions to SB, subject to SB's right of reasonable objection. Such instructions and all instructions to any consultants or contractors shall be issued through SB, but, regarding the latter, only in such cases where SB are in a Lead Consultant or Project Management role.
- 11 Neither SB nor the Client shall assign the whole or any part of the benefit or in any way transfer the obligation under the Appointment without the consent in writing of the other.
- 12 SB shall not appoint any Sub-consultant to perform any part of the Services without the consent of the Client, which Consent shall not be unreasonably withheld. SB shall confirm such consent in writing.
- 13 Subject always to the provisions of clause 2, SB does not warrant results or outcomes beyond his control, specifically:
- that the Services will be completed in accordance with any programme or timetable for the Project;
 - that planning permission will be granted;
 - the performance, work or products of others, whether consultants or contractors;
 - the solvency of any other appointed body whether or not such appointment was made on the advice of SB.

Statutory requirements

14 The Client shall instruct the making for applications for planning permission and approval under building acts, regulations and other statutory requirements, and applications for consent by freeholders and all others having an interest in the Project. The Client shall pay any statutory charges and fees, and any expenses and disbursements made in respect of such applications.

CDM Regulations

15 Where applicable, the Client shall comply with his obligations under the CDM Regulations, including the appointment of a competent Planning Supervisor as soon as practicable.

Other Appointments

- 15 The Client shall appoint and pay any consultants and other persons as maybe required under separate agreements. Even where coordinated by SB, it will be implicit that all appointments are direct to the Client unless specifically directed otherwise.
- 16 The Client, in respect of any work or services in connection with the Project performed or to be performed by any person other than SB, shall:
- hold such person responsible for the competence and performance of his services and for visits to the site and for the coordination and interface of his work with other person's designs or works in connection with work undertaken by him;
 - hold the Principal Contractor where applicable, and/or other contractors, responsible for his management and operational methods, for the proper carrying out and completion of the Works, and for health and safety provisions on the Site.

Fees and payments

- 18 SB's fees shall be calculated and charged as set out in the Letter of Appointment.
- 19 Where a percentage basis is to be used, the Architect's fees shall be calculated as a percentage of the total Construction Cost, excluding VAT, when the final evaluation has been ascertained and agreed. By total Construction Cost is meant the cost as certified by SB or the QS of all works including site works executed under the Architect's direction and control. For calculating percentage fees before the final cost has been ascertained, the following bases shall be used:
- before the contract is let — the cost estimate by the Architect or the QS
 - after the contract is let — the contract sum.
- 20 Time-based fees shall be ascertained in accordance with the rates set out in the Letter of Appointment and Rate-card.
- 21 Lump sums specified in the Letter of Appointment, time charge rates and mileage rates shall be reviewed and updated every 12 months on the 1st January of each New Year in line with the general rise in costs.

VAT

22 All Lump Sum, % fees and hourly rates exclude VAT. VAT at 17.5% is chargeable on all fees, some disbursements and expenses. SB do not provide VAT advice and the Client will be assumed to have sought specialist advice, where they are for example a VAT-registered business or the project relates to land which has an Option to Tax or where the building is a Listed Building or other special VAT rules apply.

Additional fees

- 23 Additional fees shall be payable if SB, for reasons beyond it's control, is involved in extra work or incurs extra expense, such as where:
- the scope of the Services is varied by the Client;
 - it is necessary to vary any item of work commenced or completed due to the nature of the project or changes in interpretation, or enactment or of revisions to laws;
 - services by others are not provided or are delayed or additional site inspections are required (see Clause 7);
 - the Architect is required to provide additional services relating to the settlement of disputes in connection with the Project.

Expenses and disbursements

- 24 The Client shall pay the expenses specified in the Rate-card. Expenses other than those specified shall only be charged with the prior authorisation of the Client. The Client shall reimburse SB for any disbursements made on the Client's behalf.
- 25 SB maintain records of time spent on Services carried out on a time basis, and of expenses and disbursements, and shall make these available to the Client on reasonable request.

Payments by Client

- 26 Payments under the Agreement shall become due to SB on issue of invoices - payment will be due on presentation. The final date for payments by the Client shall be 30 days from the date of issue of an invoice. Invoices will generally be issued monthly and shall include any additional fees, expenses or disbursements and state the basis of calculation of the amounts due.
- Installments of the fees shall be calculated on the basis of SB's estimate of the percentage of completion of the Work Stage or other Services, based on the Lump Sums or hourly rates as appropriate.
- 27 Written notice from the Client to SB:
- may be given within 5 days of the date of issue of an account specifying the amount the Client proposes to pay and the basis of calculation of that amount; and/or
 - shall be given not later than 5 days before the final date for payment of any amount due to SB if the Client intends to withhold payment of any part of that amount stating the amount proposed to be withheld and the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it.
- If no such notices are given the amount due shall be the amount stated as due in the account. The Client shall not delay payment of any undisputed part of an account.
- 28 Any sums remaining unpaid 30 days after the Client's receipt of an account from the Architect shall bear interest at 5% over Bank of England Base Rate.

Payment on suspension or termination

- 29 If the Client or SB suspends or terminates performance of the Services, SB shall be entitled to payment of any part of the fee or other amounts due at the date of suspension or termination on issue of the SB's account in accordance with either clause 25, where hourly rates apply; the Lump Sums where these apply or both where time-costs outside of the Lump Sums have accrued in order to carry out the Services.
- 30 Where the performance of the Services is suspended or terminated by the Client or suspended or terminated by the Architect because of a breach of the Agreement by the Client, the Architect shall be entitled to payment of all expenses and other costs necessarily incurred as a result of any suspension and any resumption or termination on issue of the Architect's account in accordance with Clause 26.
- 31 The Client shall pay any Value Added Tax chargeable on the net value of the Architect's fees and expenses.

Copyright

32 Stedman Blower specifically asserts Intellectual Property Rights on all work produced in carrying out the Project. Any publication of their designs or completed buildings should expressly acknowledge these rights. Copyright on all drawings and documentation is to be retained by Stedman Blower. Access and permission, where required, will not be unreasonably or vexatiously withheld by any Client representative for photographic record keeping, further publicity or awards submissions. Any images produced of the building, even in photographic form, should acknowledge Stedman Blower's IPR.

Licence & Release Fees

33 The Client shall have a Licence to copy and use and allow other consultants and contractors providing services to the Project to use and copy drawings, documents and bespoke software produced by SB in performing the Services, hereinafter called 'the Material' but only for purposes related to the Project on the Site or part of the Site to which the design relates.

The Client shall credit Stedman Blower as Architect on all material pursuant to completing the project, even where Stedman Blower are no longer retained on the project. Any alterations or extensions to these drawings and designs shall be made only with Stedman Blower's written Approval. No 3rd Party Licence will be implied in this Agreement, although with the payment of a reasonable Release Fee (see front page to this Agreement), Stedman Blower will release a Licence on the same or similar terms to a 3rd Party.

Such purposes shall include its operation, maintenance, repair, reinstatement, promotion, leasing and/or sale but shall exclude the reproduction of SB's design for any part of any extension of the Project and/or for any other project.

Provided that:

- SB shall not be liable if the Material is used for any purpose other than that for which it was prepared;
- In the event that the Client or 3rd Party makes use of copyrighted designs after the date of the last Service performed under the Agreement and prior to practical completion of the construction of the Project, the Client shall:
 - [a] where SB has not completed Detailed Proposals to Planning Submission (Work Stage D), obtain SB's consent, which consent shall not be unreasonably withheld; and
 - [b] pay SB a reasonable Licence fee of 0.5% of the cost of the project (see clause 19);
 - [c] where SB has completed Detailed Proposals to Planning Submission (Work Stage D), pay the Release Fee indicated elsewhere at the head of this Agreement.
 - [d] in the event of the Client being in default of payment of any fees or other amounts due, SB may suspend use of the Licence on giving 7 days notice of the intention of doing so. Use of the Licence may be resumed on receipt of outstanding premiums.

Rights of Third Parties

34 For the avoidance of doubt nothing in this Agreement shall confer or purport to confer on any third party any benefit or right to enforce any term in this Agreement.

Suspension and Termination

- 35 Either the Client or SB may, by giving reasonable notice to the other, suspend or terminate performance of the whole or part of the Services. If the performance of any or all of the services suspended is not resumed within 6 months, SB may by notice in writing to the Client, terminate the Appointment.
- 36 In the event of the Client being in default of payment of any fees or other amounts due, SB may suspend it's obligations under the Agreement by giving at least 7-days' notice in writing to the Client of the intention to suspend performance stating the grounds for doing so and the Services affected. The Architect shall resume performance of the affected Services on receipt of the outstanding amounts.

Dispute Resolution, negotiation or conciliation

36 In the event of any dispute or difference arising out of the Agreement, the Client and the Architect may attempt to settle such dispute or difference by negotiation or in accordance with the RIBA Conciliation Procedure.

Adjudication and naming or nomination of an Adjudicator

- 37 Any dispute or difference arising out of this Agreement may be referred to adjudication by the Client or SB at any time. The adjudication procedures and the Agreement for the appointment of an Adjudicator shall be as set out in the 'Model Adjudication Procedures' published by the Construction Industry Council current at the date of the reference.
- 38 Where no Adjudicator is named in the Agreement and the parties are unable to agree on a person to act as Adjudicator, the Adjudicator shall be a person to be nominated at the request of either party by the Royal Institute of British Architects (RIBA).

Arbitration

- 39 When in accordance with the Letter of Appointment either the Client or SB require any dispute or difference to be referred to arbitration, the requiring party shall give notice to the other to such effect and the dispute or difference shall be referred to the arbitration and final decision of a person to be agreed between the parties or, failing agreement within 14 days of the date of the notice, the appointer shall be the Royal Institute of British Architects (RIBA).
- 40 Provided that the Client or the Architect may litigate any claim for a pecuniary remedy which does not exceed £5,000 or such other sum as is provided by statute pursuant to section 91 of the Arbitration Act 1996.