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Standard Letters in Architectural Practice

Fourth Edition

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Contents

<i>Preface to Fourth Edition</i>	<i>xv</i>
<i>Introduction</i>	<i>xvii</i>
1 Appraisal	1
<i>Letters</i>	
1 To client, if asked to tender on fees	3
2 To prospective client, offering services	4
3 To client, regarding the first visit	5
4 To client, setting out terms of appointment SFA/99 or S-Con-07-A	6
5 To client, setting out terms of appointment CE/99 or S-Con-07-A (a)	7
6 To client, setting out terms of appointment CE/99 or S-Con-07-A (b)	9
7 To client, setting out terms of appointment SW/99 or C-Con-07-A (a)	12
8 To client, setting out terms of appointment SW/99 or C-Con-07-A (b)	15
9 To client, requesting payment in advance	19
10 To client, regarding other architects engaged on the work	20
11 To other architect, regarding former engagement	21
12 To client, if former architect notifies some problem	22
13 To client, if former architect states that the client does not have a copyright licence	23
14 To client who claims to have a copyright licence	24
15 To client, if architect asked to sign a warranty not previously mentioned	25
16 To client, if architect asked to sign a warranty only agreed in principle	26
17 To client, if asked to provide a certificate of satisfaction not previously mentioned	27
18 To client, if a conflict of interest arises	28
19 To client, regarding the CDM Regulation duties	29
20 To client, regarding site survey	30
21 To client, before carrying out a site survey	31
22 To client, if requested to help in boundary negotiations	32

23	To client, if problem encountered during survey	33
24	To geotechnical specialists, enquiring about soil survey	34
25	To Coal Authority, requesting preliminary information	35
26	To telephone service provider, requesting preliminary information	36
27	To electricity supplier, requesting preliminary information	37
28	To gas supplier, requesting preliminary information	38
29	To water supplier, requesting preliminary information	39
30	To drainage authority, requesting preliminary information	40
31	To highway authority, requesting preliminary information	41
32	To National Power, requesting preliminary information	42
33	To mobile telephone companies, requesting preliminary information	43
34	To cable television, requesting preliminary information	44
35	To client, seeking information	45
36	To client, enclosing the feasibility report	46
2	Design Brief	47
	<i>Letters</i>	
37	To client, regarding early appointment of consultants	48
38	To client who queries early appointment of consultants	49
39	To client, enclosing draft for appointment of consultants	50
40	Client to consultant [<i>draft prepared by architect</i>]	51
41	To client, if consultants' agreements are complex	52
42	To client who wishes architect to appoint consultants	53
43	To client, if architect is to appoint consultants (a)	54
44	To client, if architect is to appoint consultants (b)	55
45	To client, if architect wishes to appoint consultants (a)	56
46	To client, if architect wishes to appoint consultants (b)	57
47	To consultant, seeking indemnity	58
48	To client, if consultancy services to be provided by the architect	59
49	To client, suggesting the use of a supplier or sub-contractor in a design capacity	60
50	To client, regarding lists of firms to design and supply/execute	61
51	To client, regarding lists of firms to supply	62
52	To client, if a relatively new material or process is proposed	63
53	To members of the design team, arranging meeting	64
54	To client, regarding fees for planning applications	65
55	To planning authority, requesting outline approval	66
56	To client who considers that drawing work should proceed before necessary approvals obtained	67
57	To planning authority, requesting renewal of temporary permission	68
58	To client, enclosing fee account	69
59	To client, if fees are late: first reminder	70
60	To client, if fees are late: second reminder	71

<i>Contents</i>		vii
61	To client, if fees are late: third reminder	72
62	To client, if fees late: legal action threatened	73
3	Concept	74
	<i>Letters</i>	
63	To client, if amenity society writes with objections	75
64	To amenity society, if they write with objections	76
65	To client, regarding form of contract to be used (a)	77
66	To client, regarding form of contract to be used (b)	79
67	To client, regarding form of contract to be used (c)	81
68	To client, regarding form of contract to be used (d)	83
69	To client, regarding form of contract to be used (e)	84
70	To client, regarding form of contract to be used (f)	86
71	To client, regarding form of contract to be used (g)	88
72	To client, regarding the content of the Employer's Requirements	90
73	To client, enclosing concept design report	92
4	Design Development	93
	<i>Letters</i>	
74	To manufacturer, asking for technical literature	94
75	To manufacturer, asking representative to visit for general purposes	95
76	To manufacturer, asking representative to visit for special purposes	96
77	To manufacturer, asking for letter	97
78	To local authority environmental services department, enclosing sketch plans	98
79	To fire prevention officer, enclosing sketch plans	99
80	To telephone service provider, enclosing sketch layout	100
81	To electricity supplier, enclosing sketch layout	101
82	To gas supplier, enclosing sketch layout	102
83	To water supplier, enclosing sketch layout	103
84	To highway authority, enclosing sketch layout	104
85	To environmental health authority, regarding Clean Air Acts	105
86	To client, advising that additional requirements will cause the cost to rise above budget	106
87	To client, enclosing final draft of Employer's Requirements	107
88	To client, enclosing the scheme design report	108
89	To client, regarding modification of the brief	109
90	To client who cannot understand why redesigning costs extra fees	110
91	To client, confirming instruction to do extra work	111
5	Technical Design	112
	<i>Letters</i>	
92	To client, regarding promptness of decisions	113
93	To client, regarding modifications to size, shape, location or cost	114

6	Production Information	115
	<i>Letters</i>	
94	To client, requesting fees for Building Regulations application	116
95	To client, requesting fees for Planning and Building Regulations application	117
96	To planning authority, requesting approval of reserved matters	118
97	To planning authority, applying for full planning approval	119
98	To planning authority, applying for full planning permission and Building Regulations approval	120
99	To local authority, requesting Building Regulations Approval	121
100	To HM Inspectorate (Health and Safety Executive), applying for fire certificate	122
101	To client, regarding main contractor tender list	123
102	To client, regarding main contractor tender list if two stage tendering is to be used	124
103	To client, confirming tender details	125
104	To donor, returning gift	126
105	To prospective named sub-contractor/person, enquiring if willing to submit a tender	127
106	To prospective contractor, enclosing questionnaire	129
107	To referee, regarding suitability of contractor	130
108	To contractor, enquiring if contractor is willing to submit a tender	131
109	To unsuccessful sub-contractors and suppliers	133
110	To client, confirming the amount of liquidated damages	134
7	Tender Documentation	135
	<i>Letters</i>	
111	To client, if clerk of works required	136
112	To all contractors on tender list, if date delayed	137
8	Tender Action	138
	<i>Letters</i>	
113	To client, regarding letter of intent to named sub-contractors and suppliers	139
114	To named sub-contractor or supplier: letter of intent	140
115	To contractor, inviting it to tender if bills of quantities included	141
116	To contractor, inviting it to tender if bills of quantities not included	143
117	To contractor, inviting it to tender	145
118	To client and quantity surveyor, enclosing copy of invitation to tender	147
119	To all contractors, regarding questions during the tender period	148
120	To client, regarding opening of tenders	149
121	To contractor who submits a qualified tender	150
122	To contractor who submits a qualified tender if insufficient compliant tenders received	151

*Contents***ix**

123	To contractors who submit the second and third lowest tenders	152
124	To contractors not among the three lowest tenderers	153
125	To contractors who submit the second and third lowest tenders if another tender accepted	154
126	To contractor who submits the lowest tender, but with errors to be dealt with when overall price is dominant	155
127	To contractor who submits lowest tender, but with errors to be dealt with where priced document is dominant	156
128	To contractor, accepting tender subject to formal documents	157
129	To contractor, accepting tender and forming contract immediately	158
130	To consultants, regarding successful tenderer	159
131	To unsuccessful tenderers	160
9	Mobilisation	161
	<i>Letters</i>	
132	To contractor, enclosing the contract documents	162
133	To client, enclosing the contract documents	164
134	To contractor, returning one copy of the contract documents	165
135	To client, regarding letter of intent to contractor	166
136	To contractor: letter of intent	167
137	To contractor, regarding insurance	168
138	To contractor, regarding insurance	169
139	To contractor, regarding insurance	170
140	To client, regarding insurance (a)	171
141	To client, regarding insurance (b)	172
142	To client, regarding insurance (c)	173
143	To contractor, regarding insurance policies	174
144	To contractor, requesting evidence of insurance	175
145	To contractor, regarding performance bond	176
146	To contractor, regarding advance payment bond	177
147	To contractor, regarding off-site materials bond	178
148	To client, at the beginning of the building contract	179
149	To clerk of works, on appointment	181
150	To contractor, noting the authority of the clerk of works	183
151	To contractor, regarding extension of authority of the clerk of works	185
152	To contractor, naming authorised representatives	186
153	To contractor, regarding the issue of instructions	187
154	To contractor, regarding sub-letting	188
155	To contractor, regarding sub-letting	189
156	To contractor, if architect is employee of the employer	190
10	Construction to Practical Completion	191
	<i>Letters</i>	
157	To contractor, if it fails to maintain insurance cover (a)	192

158	To contractor, if it fails to maintain insurance cover (b)	193
159	To contractor, if it fails to maintain insurance cover (c)	194
160	To contractor, if it fails to maintain insurance cover (d)	195
161	To client, if contractor fails to maintain insurance cover (a)	196
162	To client, if contractor fails to maintain insurance cover (b)	197
163	To client, if contractor fails to maintain insurance cover (c)	198
164	To client, if contractor fails to maintain insurance cover (d)	199
165	To contractor, confirming possession of the site	200
166	Draft letter from employer to contractor, deferring possession of the site	201
167	To contractor, who wrongly asks the architect to instruct integration of CDP design	202
168	To contractor, if architect finds discrepancy within the Employer's Requirements	203
169	To contractor, if architect finds a discrepancy within the Contractor's Proposals	204
170	To contractor, if architect finds an inconsistency in CDP documents	205
171	To contractor, requesting consent to the addition of persons to the list under clause 3.8	206
172	To contractor, if it sub-lets without architect's consent (a)	207
173	To contractor, if it sub-lets without architect's consent and not in accordance with clauses 3.6 or 3.7 (b)	208
174	To contractor, regarding employer's licensees (a)	209
175	To contractor, regarding employer's licensees (b)	210
176	To contractor, regarding employer's licensees (c)	211
177	To client, enclosing report on progress	212
178	To persons affected, enclosing extract of minutes	213
179	To originator of minutes, if architect disagrees with contents	214
180	To client, if disagreeing with former architect's decisions	215
181	To contractor client, if disagreeing with former architect's decisions	216
182	To contractor client, if architect's drawings rejected	217
183	To contractor client, if instructions received which are contrary to the Employer's Requirements	218
184	To employer who is seeking advice, if architect engaged by contractor client	219
185	To contractor, on receipt of master programme	221
186	To contractor, on receipt of master programme if required to approve it	222
187	To contractor, if architect asked to check setting out	223
188	To contractor, confirmed acceptance under schedule 2	224
189	To QS, if failing to respond to contractor's valuation where there is disagreement	225
190	To contractor, if seeking payment for off-site materials and there is no employer's list	226
191	To contractor, who has submitted drawings (a)	227

Contents

xi

192	To contractor who has submitted drawings under the design submission procedure (b)	228
193	To contractor who has submitted design drawings (c)	230
194	To contractor who contends that compliance with a comment will give rise to a variation	231
195	To contractor, if requesting information and there is no information release schedule (a)	232
196	To contractor, if requesting information (b)	233
197	To contractor, if requesting information (c)	234
198	To contractor, if requesting information on the information release schedule	235
199	To contractor, if letter not understood	236
200	To contractor, pending detailed reply	237
201	To contractor, seeking proof of compliance (a)	238
202	To contractor, seeking proof of compliance (b)	239
203	To contractor, requesting samples	240
204	To contractor, regarding compliant samples	241
205	To contractor, regarding failure of samples	242
206	To manufacturer, if problems with product on site	243
207	To quantity surveyor regarding defective work	244
208	Draft letter from employer to contractor, amount proposed to be paid (a)	245
209	Draft letter from employer to contractor, amount proposed to be paid (b)	246
210	Draft letter from employer to contractor, amount proposed to be withheld (a)	247
211	Draft letter from employer to contractor, amount proposed to be withheld (b)	248
212	To contractor, if defective work opened up	249
213	To contractor, after failure of work (a)	250
214	To contractor, after failure of work (b)	251
215	To client, confirming instruction which entails extra cost	252
216	To client, if material change to approved design necessary	253
217	To contractor, requiring compliance with instruction	254
218	To contractor, who fails to comply with notice	255
219	To contractor, if no grounds for extension of time	256
220	To contractor, if no extension of time due	257
221	To contractor, if issuing extension in two parts because of lack of time before completion date	258
222	To contractor, giving extension of time	259
223	To client, enclosing a report on extension of time	260
224	To contractor, shortly after practical completion	261
225	To contractor, reviewing extensions of time after completion date or practical completion (a)	262

226	To contractor, reviewing extensions of time after completion date or practical completion (b)	263
227	To client, enclosing certificate of non-completion (a)	264
228	To client, if Works not complete (b)	265
229	To client, if Works not complete by date for completion and further extensions may be due	266
230	Draft letter from employer to contractor, before deducting liquidated damages	267
231	To client, advising on the deduction of liquidated damages	268
232	To client, if it would be unfair to deduct liquidated damages	269
233	To client, regarding common law claims	270
234	To client regarding loss and/or expense applications	271
235	To contractor, if <i>ex-gratia</i> or common law application submitted	272
236	To client, regarding <i>ex-gratia</i> claims	273
237	To contractor, rejecting application due to failure to comply with contract	274
238	To contractor, if application badly presented	275
239	To contractor, after receipt of estimate of loss and/or expense under supplemental provision, schedule 2, paragraph 5	276
240	To contractor, requesting further information in support of financial claim	277
241	To contractor, rejecting application for loss and/or expense	278
242	To contractor, accepting financial claim	279
243	To contractor, partly accepting financial claim	280
244	To quantity surveyor, requesting ascertainment of loss and/or expense	281
245	To quantity surveyor, requesting partial ascertainment of loss and/or expense	282
246	To client, enclosing report on application	283
247	To client, on receipt of contractor's 7-day notice suspending performance of obligations	284
248	Draft letter from employer to contractor, on receipt of 7-day notice suspending performance of obligations	285
249	To contractor, on resumption of obligations after suspension	286
250	To contractor, giving notice of default (a)	287
251	To contractor, giving notice of default (b)	288
252	To contractor, giving notice of default (c)	289
253	To client, if contractor continues the default	290
254	To client, if contractor continues the default (b)	291
255	To client, if contractor is in default (c)	292
256	Draft letter from employer to contractor, terminating employment after default notice	293
257	To client, if termination by either party possible	294
258	Draft letter from employer to contractor, giving notice if termination by either party possible	295

*Contents***xiii**

259	Draft letter from employer to contractor, terminating if termination by either party possible	296
260	Draft letter from employer to contractor, terminating employment after loss or damage	297
261	Draft letter from employer to contractor, terminating if terrorism cover no longer available	298
262	Draft letter from employer to contractor, determining contract	299
263	To client, regarding insurance after termination	300
264	To client, if contractor likely to terminate its employment or has issued a default notice	301
265	To client, if contractor likely to terminate its employment if termination by either party is possible	302
266	To client, if contractor likely to terminate its employment because it is just and equitable to do so	303
267	To client, if contractor terminates its employment	304
268	Draft letter from employer to contractor, giving notice of intention to refer a dispute to adjudication	305
269	Draft letter from employer to Nominating Body, requesting nomination of an adjudicator	306
270	Draft letter from employer to adjudicator, enclosing the Referral	307
271	Draft letter from employer to contractor, if adjudicator's decision is in employer's favour	308
272	To employer, if asked to respond to contractor's adjudication notice	309
273	Draft letter from employer to contractor, requesting concurrence in the appointment of an arbitrator	310
274	Draft letter from employer to contractor, requesting concurrence in the appointment of an arbitrator	311
275	Draft letter from employer to relevant Professional Body, if there is no concurrence in the appointment of an arbitrator or, in the case of GC/Works/1 (1998), the named arbitrator is unable to act	312
276	Draft letter from employer to contractor proposing mediation of a dispute	313
277	To client, if impractical to carry out certain services	314
278	To client, determining all performance and obligations by reasonable notice	315
279	To client, giving 14 days notice to terminate the agreement	316
280	To client, terminating the agreement	317
281	To client, if client terminates appointment by reasonable notice (a)	318
282	To client, if client terminates appointment by reasonable notice (b)	319
283	To client, if client has not given instructions to resume suspended service within six months (a)	320
284	To client, if client has not given instructions to resume suspended service within six months (b)	321
285	To client, if another architect appointed	322

286	To other architect, appointed by client, if fees etc. outstanding	323
287	To employer who wishes to use new building before practical completion certified (a)	324
288	To employer who wishes to use part of the Works before practical completion certified (b)	325
289	To consultants, regarding testing and commissioning of plant	327
290	To client, regarding testing and commissioning of plant	328
291	To client, prior to completion	329
292	To client, confirming handover meeting	330
293	To contractor, regarding inspection before completion	331
294	To consultants, regarding inspection before completion	332
11	Post Practical Completion	333
	<i>Letters</i>	
295	To client, after handover	334
296	To contractor, if sending schedule of defects	335
297	To contractor if immediate attention required during the rectification period	336
298	To contractor, requiring making good during the rectification/maintenance period	337
299	To client, if some defects are not to be made good	338
300	To contractor, instructing that some defects are not to be made good	339
301	To contractor, requiring 'as-built' records	340
302	To contractor, requiring return of all drawings and documents	341
303	To client, seeking permission to publish details of the project	342
304	To client, requesting feedback information	343
305	To consultants, requesting feedback information	344
306	To contractor, requesting feedback information	345
307	To client, if architect asked to inspect suspected defects after the end of the rectification period	346
308	To client regarding latent defects after the final certificate	347
309	To contractor, regarding latent defects	348
	<i>Index</i>	349

Preface to Fourth Edition

This book was originally put together at the request of various architect clients for whom I had had cause to draft letters for various purposes. It continues to be very successful and it is always pleasing to find a letter based on one of the standard formats among the correspondence on which I am asked to advise. This kind of unsolicited evidence that the book is actually used makes the hard work of putting it together worthwhile. In that context, the introduction of the CD has made the task of searching for the right letter, amending and printing it, very simple and it has considerably simplified the life of the secretary of at least one architectural practice I know, who had the job of typing all the standard letters in the book onto the computer ready for use.

Since the last edition, major changes have occurred which have affected the letters. Foremost of these changes has been the re-writing and publication of virtually the whole of the JCT suite of building contracts. Sections and provision for the contractor's designed portion, previously published as supplements are now incorporated into the Standard Building Contract. Execution of the Works in sections is included in the Standard, the Intermediate and Design and Build Contracts and variants of the Intermediate and Minor Works Contracts have been published to incorporate contractor's designed portions. Clauses have been re-organised and re-numbered. Substantial re-wording has been carried out and some of the terminology has been altered. For example, the 'defects liability period' is now the 'rectification period'. Nominated sub-contractors, the contractor's priced statement and performance specified work have all been removed, but third party rights have been added. Each contract now has a set of schedules at the end which, among other things and surprisingly, contain the Works insurance clauses. The new contracts are:

- JCT Standard Building Contract (SBC)
- JCT Intermediate Building Contract (IC)
- JCT Intermediate Building Contract with contractor's design (ICD)
- JCT Minor Works Building Contract (MW)
- JCT Minor Works Building Contract with contractor's design (MWD)
- JCT Design and Build Contract (DB)

They replace JCT 98, IFC 98, MW 98 and WCD 98.

The GC/Works/1(1998) With Quantities Contract has been retained as being still current.

The number of contracts covered by this book has increased from five to seven. It is fortunate that the JCT has taken the opportunity to rationalise some clause numbers which avoids the complication of setting out large numbers of alternative clauses within the letters. Revision No.1 has already been issued for all the JCT contracts noted above.

The RIBA Code of Conduct was re-issued in simplified form in January 2005. In addition to the Code itself and integral notes, the RIBA publishes some very useful Guidance Notes in nine sections. The new Code and associated notes and Guidance have been taken into account in this edition.

There have been two other notable developments. The first is that the CDM Regulations 2007 were introduced in April 2007 and the RIBA introduced new standard agreements for the appointment of an architect. As to the first of these developments, there is no avoiding compliance with the Regulations and they have been taken into account where it appeared to be appropriate to do so. So far as the RIBA's new terms of engagement are concerned, architects have the choice of using their own terms or even to continue to use SFA/99, CE/99 or SW/99, amended where it is appropriate to do so. The new agreements are the Standard Agreement (S-Con-07-A): replacing SFA/99 and CE/99 and the Concise Agreement (C-Con-07-A): replacing SW/99, each split into numerous components the use of some of which is optional. I believe that the new terms are excessively complex with strange, and in my view ambiguous, use of the present tense and that they do insufficient to protect the interests of the architect. Indeed one might be forgiven for thinking that they had been drafted with the client principally in mind. This is not the place for a detailed commentary on the forms and, in updating these letters, I was faced with a dilemma: whether or not to include reference to clauses in the new agreements even though I do not recommend them. In the interests of users and where it is appropriate, I have indicated alternative clauses for old and new terms of engagement as well as some letters which, without reference to any clauses, are capable of general use.

There are now over 300 letters.

Explanatory text is still kept to a minimum in front of each section. It is hoped that the letters, with their titles and text notes, are self-explanatory. Use of standard letters is often criticised on the grounds that it discourages people from thinking and can lead to errors. I am entirely unrepentant about that and prefer to believe that using standard letters removes some of the drudgery and allows the busy practitioner to spend more time on important and difficult letters.

My thanks to my wife Margaret as always.

*David Chappell
Wakefield
October 2007*

Introduction

Although written for architects, other members of the construction industry may find this book useful. It is a book of standard letters; the sort of letters that have to be written time after time. An attempt has been made to include all the common situations which an architect will encounter when dealing with a project. It is, of course, an impossible task, and it is inevitable that some situations suitable for a standard letter fail to appear. I should be glad to receive, care of the publishers, any suggestions for standard letters for inclusion in a later edition.

These letters are not intended to relieve the user of the necessity of understanding the contracts, they are simply to relieve the tedium of composing letters for fairly standard situations. In order to reduce the large number of letters to manageable proportions, they have been divided into sections which follow the RIBA Plan of Work. It should be noted that the RIBA Plan of Work was revised in 1999 and again in 2007 and, so far as possible, the division into sections in this book has been arranged according to the latest Plan. Letters have been arranged in what appears to be a logical order.

Unless otherwise stated, all contractual letters are suitable for use with the JCT Standard Building Contract (SBC), the JCT Intermediate Building Contract (IC), the JCT Intermediate Building Contract with contractor's design (ICD), the JCT Minor Works Building Contract (MW), the JCT Minor Works Building Contract with contractor's design (MWD), the JCT Design and Build Contract (DB) and the General Conditions of Contract for Building and Civil Engineering (GC/Works/1 (1998)). Where different contracts require a different letter, a note indicates the fact. Although, in general, each letter deals with a separate item for the sake of simplicity, it is appreciated that such items are in practice often gathered into one letter. Standard items readily available elsewhere, such as standard forms of tender, certificates and other forms of various kinds, are not included. Letters dealing with architects' terms of engagement refer to the following RIBA forms: SFA/99 (April 2004 update), CE/99 (April 2004 update), SW/99 (April 2004 update), S-Con-07-A and C-Con-07-A as appropriate.

The following points should be borne in mind when using this book:

- Every letter should have a heading giving the project title. Headings have been omitted for simplicity's sake.
- It has been assumed that the contractor is a corporate body, referred to throughout as 'it'.

- Variants are usually given in the same letter, but if it is more convenient or less confusing or an important letter is concerned, separate alternative letters are given and indicated by adding a, b, c, etc., to the end of the description.
- The terms 'architect', 'client' or 'employer' have been used throughout for consistency, but it should be noted that, when using GC/Works/1 (1998), the architect is termed the 'PM'. Letters normally written by the architect under other forms of contract are sometimes written by the employer under GC/Works/1 (1998).
- When using DB, the term 'architect' should be read as 'employer's agent' and it is assumed that the architect is taking this role. The complexities of 'consultant switch' and novation in connection with DB have proved too much to handle in a book of this kind and, in any event, they are not to be encouraged, because they result in conflict of interest. That does not mean that some of the letters cannot be used in these circumstances, but especial care must be taken. However, some letters have been included to deal with common situations if the architect is employed by the contractor which itself is employed under DB.
- It has been assumed that the Supplemental Provisions have been used with DB.

A word of warning: standard letters can be very useful, but they can also be dangerous if they are used without thought. Always consider carefully whether a standard letter is really appropriate in the circumstances. If in doubt, seek advice.

1 Appraisal

The recent re-organisation and re-naming of the stages in the RIBA Plan of Work has done nothing to clarify the confusion resulting from the last re-organisation in 1999. The letters which follow have been somewhat re-organised in an attempt to reflect the amended stage contents, but it is clear that architects will vary slightly in their practice and much depends upon the size and type of project, as the authors of the new Plan of Work appear to acknowledge. The letters in this stage are concerned with your initial relations with your client and feasibility studies together with the difficult question of warranties or duty of care agreements.

During this stage, you will be busy collecting information, and this is reflected by the letters which follow. You will make initial approaches to a number of authorities including the planning authority.

On small jobs, it is unlikely that you will produce a formal report, but remember that a carefully structured report is far better than a letter running into three or four pages. The author's *Report Writing for Architects and Project Managers* (1996) 3rd edn, Blackwell Science, still provides many useful formats to assist in the production of clear and comprehensive reports in architectural practice.

It is absolutely vital that you confirm all the details of your agreement with your client. Because these matters become commonplace and almost routine, they are sometimes forgotten. Although there are instances when a special letter must be written, standard letters are useful in conjunction with other standard documents such as the RIBA Standard Form of Agreement for the Appointment of an Architect (SFA/99), CE/99 and SW/99 or the 2007 Forms of Agreement S-Con-07-A and C-Con-07-A. The effect of the Unfair Contract Terms in Consumer Contracts Regulations 1999 has to be carefully considered. Recent case law suggests that the Regulations will be strictly enforced where the client is a consumer particularly, if standard terms are used. Consumer contracts must be individually negotiated and explained to the client. Adjudication and arbitration clauses may be held to be unfair although case law is not entirely consistent on that point.

It is wise to ensure that your client directly employs all consultants. The standard clauses in some of the RIBA terms will then afford you protection if a consultant is negligent. Be ready to deal with the situation where another architect has been engaged on a project. Numerous issues may arise, including whether you can use the previous architect's drawings without infringing copyright.

You may not delegate design work without the client's express authority. In addition, you should ensure that the client enters into direct agreement with sub-contractors carrying out any design work in order to provide the client with a

remedy for failure of the sub-contractor's design. Such agreements are commonly termed 'warranties'.

Architects are usually requested to enter into a warranty in favour of the employer or a funder and which is assignable. Without such warranties, the architect's liabilities in tort for defective design are likely to be minimal in practice. It is, therefore undesirable to sign a warranty, but commercial pressures may make refusal difficult.

If you did not agree to execute a warranty when your engagement was agreed, you can refuse to execute one if requested to do so later. If it is difficult to refuse, you ought to charge a substantial fee to cover your additional risk and insist on executing a warranty of your choice, i.e., less onerous than your client would like. If you agreed to execute a warranty, but the precise terms of the warranty were not agreed when you were engaged, you will be obliged to execute a warranty without further charge, but you are free to dictate the terms under which you are prepared to do so.

Many architects are asked to provide what are usually known as 'certificates of satisfaction' or sometimes as 'professional certificates'. These are quite different from the certificates which you issue under the terms of a building contract. Certificates issued under a building contract are issued only for the benefit of the employer (and possibly the contractor). Certificates of satisfaction are additional certificates, sometimes required on a monthly or stage basis and sometimes merely at the end of the contract.

Essentially, in such certificates, you confirm that the building has been constructed in accordance with the drawings and specification and you acknowledge that the certificate is issued for the benefit of your client and that funding institutions and future purchasers of the property are entitled to rely upon it. It is exceedingly dangerous to sign such certificates, because they make you liable for defects to funders and third party purchasers to whom you would normally have no or little liability. By signing such certificates you could be put in a position where a future purchaser, in reliance on the certificate, could take legal action against you for building defects while being unable to found any action against the original contractor. Of course, if you have agreed to provide the certificate when you agreed your terms of engagement, you have no option but to provide it, otherwise you should decline. If, for whatever reason, you believe that you must provide such a certificate, make a substantial charge for it and get your legal adviser to draft one for you so as to protect you so far as possible in the circumstances.

Letter 1

To client, if asked to tender on fees

Dear

Thank you for your letter of the *[insert date]*.

I am pleased to hear that you are considering my appointment as architect for the above project. The RIBA Code of Professional Conduct 2005 Guidance 4.10 lays down criteria which I must satisfy before quoting a fee. These relate to the nature and scope of the project and the precise services required.

May I suggest that you telephone me to arrange a suitable date and time to discuss the project? A copy of the Standard Form of Agreement for the Appointment of an Architect (SFA/99) [*substitute 'Conditions of Engagement (CE/99)' when dealing with medium sized commissions and 'Conditions of Appointment for Small Works (SW/99)' when dealing with small commissions or substitute 'Standard Agreement for the Appointment of an Architect (S-Con-07-A)' or 'Concise Agreement for the Appointment of an Architect (C-Con-07-A)'*] is enclosed for general information and to enable you to form an idea of the services you will require. If appointed, it will form the basis of our agreement.

I look forward to meeting you.

Yours faithfully

Letter 2

To prospective client, offering services

Dear

I was interested to hear that you intend to [*insert nature of development*]. I do not know whether you have already commissioned an architect for the work. If not, this letter is to let you know that I would be delighted to discuss the project with you.

A copy of my illustrated brochure is enclosed and I hope you will find it of interest. You will see that this practice is experienced in carrying out work of the kind you appear to have in mind.

If you consider that a meeting would be mutually beneficial, please let me know. I should make clear that I will not charge for any initial meeting.

Yours faithfully

Letter 3

To client, regarding the first visit

Dear

Further to our recent telephone conversation, I confirm that I will meet you at [insert time] on [insert date] at [insert venue] to discuss the project in more detail.

[Add either:]

I confirm that I will charge at the rate of [insert amount] per hour for this initial consultation.

[Or:]

I confirm that I will charge a lump sum of [insert amount] for the initial consultation.

[Or:]

I confirm that I do not charge for an initial consultation.

[Or:]

I confirm that I will charge for the initial consultation only if you decide to appoint me to deal with this project. My charge would be [insert proposed rate or lump sum].

Yours faithfully

Letter 4

To client, setting out terms of appointment SFA/99 or S-Con-07-A

Dear

I refer to our conversation/your letter [*delete as appropriate*] of the [*insert date*] regarding my appointment as architect for the above project. I am happy to accept this commission.

I confirm that the terms and conditions which will apply to the project are those set out in the RIBA Standard Form of Agreement for the Appointment of an Architect (SFA/99)/Standard Agreement for the Appointment of an Architect (S-Con-07-A) including Standard Conditions, Project Data, Role Specifications, Fees and Expenses and Services Schedule [*delete as appropriate*], two copies of which are enclosed. They are completed in accordance with the terms we discussed at our meeting on the [*insert date*]. I should be pleased if you would complete the documents in the spaces indicated by yellow stickers and pencil crosses and return one copy to me. The other copy is for your retention and information.

Please check that the services and basis of fee calculation is satisfactory. If you have any queries, please do not hesitate to ask me for clarification.

Yours faithfully

Letter 5

To client, setting out terms of appointment CE/99 or S-Con-07-A (a)

This letter should not be used where the client is a consumer

Dear

I refer to our conversation/your letter [*delete as appropriate*] of the [*insert date*] regarding my appointment as architect for the above project. I am happy to accept this commission.

I confirm that the terms and conditions which will apply to the project are those set out in the RIBA Conditions of Engagement for the Appointment of an Architect (CE/99)/Standard Agreement for the Appointment of an Architect (S-Con-07-A) including Standard Conditions, Project Data, Fees and Expenses and Services Schedule [*delete as appropriate*], two copies of which are enclosed. They are completed in accordance with the terms we discussed with you.

Your attention is particularly drawn to the following:

1. The law of the contract will be the law of [*insert the relevant law, e.g., 'England and Wales' or 'Northern Ireland'*].
2. The period of insurance, as referred to in clause 7.4.1 [*substitute 'A7.1' when using S-Con-07-A*], will be [*insert the number of years, bearing in mind that the statutory limitation period is 6 years for contracts under hand and 12 years for contracts executed as a deed*].
3. The limit of my liability, as referred to in clause 7.2 [*substitute 'A7.2.1' when using S-Con-07-A*], will be £ [*insert the limit of your liability, taking into account your PI insurance and the likely construction cost*].
4. I maintain professional indemnity insurance cover of £ [*insert amount*] for any one occurrence or series of occurrences arising out of one event [*or insert the description provided by your insurers*].

[*continued*]

Letter 5 continued

- 5. Clause 9.5 [*substitute 'B2.3' when using S-Con-07-A*] deals with arbitration which we have agreed as the method of dispute resolution without prejudice to rights of adjudication. If we cannot agree on the name of an arbitrator, either of us may apply to the Royal Institute of British Architects for an appointment. [*If legal proceedings are preferred, substitute:*] We have agreed that clause 9.5 [*substitute 'B2.3' when using S-Con-07-A*] dealing with arbitration will not apply and that if a dispute arises, either of us may resort to legal proceedings.
- 6. The Effective Date of this Agreement when I will commence/ commenced [*delete as appropriate*] services will be/ is [*delete as appropriate*] [*insert date*].

Please check that the services and basis of fee calculation is satisfactory. If you have any queries, please do not hesitate to ask me for clarification. If you are happy with all of this, please sign the Agreement clause on the copy of this letter, initial all the attachments [*if appropriate, add, 'initial all amendments'*] where indicated by yellow sticker(s) and return all the documents to me for countersignature after which I will send you a certified copy for your records.

Yours faithfully

Agreement

The Client wishes to appoint the Architect to carry out Services in connection with the Project upon the terms and conditions set out in this letter and the attached copy of the RIBA Conditions of Engagement for the Appointment of an Architect (CE/99)/Standard Agreement for the Appointment of an Architect (S-Con-07-A) [*delete as appropriate*] as completed together with [*insert a description of any other papers which are to be part of the Agreement*] and the architect accepts.

Signed by the Client Date

Signed by the Architect Date

Letter 6

To client, setting out terms of appointment CE/99 or S-Con-07-A (b)

This letter should be used where the client is a consumer

Dear

I refer to our conversation/your letter [*delete as appropriate*] of the [*insert date*] regarding my appointment as architect for the above project. I am happy to accept this commission.

I confirm that the terms and conditions which will apply to the project are those set out in the RIBA Conditions of Engagement for the Appointment of an Architect (CE/99)/Standard Agreement for the Appointment of an Architect (S-Con-07-A) including Standard Conditions, Project Data, Role Specifications, Fees and Expenses and Services Schedule [*delete as appropriate*], two copies of which are enclosed. They are completed in accordance with the terms we discussed and negotiated on an individual basis. Although we read through each document together and agreed the amendments as shown, I should be pleased if you would check again that you are entirely happy with them.

Your attention is particularly drawn to the following:

1. The law of the contract will be the law of [*insert the relevant law, e.g., 'England and Wales' or 'Northern Ireland'*].
2. The time limit on the commencement of actions under this agreement, as referred to in clause 7.4.1 [*substitute 'A7.1' when using S-Con-07-A*], will be [*insert the number of years, bearing in mind that the statutory period is 6 years for contracts under hand and 12 years for contracts executed as a deed*].
3. The limit of my liability, as referred to in clause 7.2 [*substitute 'A7.2.1' when using S-Con-07-A*], will be £ [*insert the limit of your liability, taking into account your PI insurance and the likely construction cost*].
4. I maintain professional indemnity insurance cover of £ [*insert amount*] for any one occurrence or series of occurrences arising out of one event [*or insert the description provided by your insurers*].

[continued]

Letter 6 continued

5. Clause 9.2 [*substitute 'clauses B2.1 and B2.2' when using S-Con-07-A*] deals with a quick system of dispute resolution introduced by the Housing Grants, Construction and Regeneration Act 1996 [*substitute 'Construction Contracts (Northern Ireland) Order 1997' when dealing with a commission in Northern Ireland*]. [*Add either:*] Although adjudication is not obligatory under statute in this instance, I confirm that you wish to take advantage of the procedure. If we cannot agree on the name of an adjudicator, either of us may apply to the Royal Institute of British Architects for an appointment. [*Or:*] I confirm that, in this instance, you do not wish to take advantage of the procedure.
6. Clause 9.5 [*substitute 'B2.3' when using S-Con-07-A*] deals with arbitration which we have agreed as the method of dispute resolution without prejudice to rights of adjudication. If we cannot agree on the name of an arbitrator, either of us may apply to the Royal Institute of British Architects for a nomination. [*If legal proceedings are preferred, substitute:*] We have agreed that clause 9.5 [*substitute 'B2.3' when using S-Con-07-A*] dealing with arbitration will not apply and that if a dispute arises, either of us may resort to legal proceedings.
7. The Effective Date of this Agreement when I will commence/ commenced [*delete as appropriate*] services will be/ is [*delete as appropriate*] [*insert date*].
8. Schedule 1: the Project description records your requirements. [*Substitute 'The Project Data includes, among other things, your requirements and a list of the other consultants I expect to be necessary for you to engage, because I do not have that particular expertise.' when using S-Con-07-A*].
9. Schedule 2: the Services [*substitute 'The Services Schedule' when using S-Con-07-A*] sets out the services I will perform. I expect that [*insert number*] visits to the Works will be necessary. Other activities list the services which I can provide at an additional charge.
10. Schedule 3: Fees and expenses shows the fees you will pay for the Services and the basis of charging [*delete 'Schedule 3' when using S-Con-07-A*].
11. Schedule 4: Other appointments shows a list of the other consultants I expect to be necessary for you to engage, because I do not have that particular expertise. [*Delete this paragraph in its entirety when using S-Con-07-A*]

[continued]

Letter 6 continued

Please check that the services are what you require and that the basis of fee calculation is satisfactory. If you have any queries, please do not hesitate to ask me for clarification. If you are happy with all of this, please sign the Agreement clause on the copy of this letter, initial all the attachments [*if appropriate, add ' , initial all amendments'*] where indicated by yellow sticker(s) and return all the documents to me for countersignature after which I will send you a certified copy for your records.

Yours faithfully

Agreement

The Client wishes to appoint the Architect to carry out Services in connection with the Project upon the terms and conditions set out in this letter and the attached copy of the RIBA Conditions of Engagement for the Appointment of an Architect (CE/99)/Standard Agreement for the Appointment of an Architect (S-Con-07-A) [*delete as appropriate*] as completed together with [*insert a description of any other papers which are to be part of the Agreement*] and the architect accepts.

Signed by the Client Date

Signed by the Architect Date

[This contract is subject to the Unfair Terms in Consumer Contracts Regulations 1999. It should be noted that terms which are not individually negotiated may be regarded as unfair if unbalanced to the detriment of the consumer. If the terms have been drafted in advance, such as in this instance, they will always be considered as not having been individually negotiated and, if challenged, it is for you to show that they were.]

Letter 7

To client, setting out terms of appointment SW/99 or C-Con-07-A (a)

This letter should not be used where the client is a consumer

Dear

I refer to our conversation/your letter *[delete as appropriate]* of the *[insert date]* regarding my appointment as architect for the above project. I am happy to accept this commission.

I confirm that the terms and conditions which will apply to the project are those set out in the RIBA Conditions of Appointment for Small Works (SW/99)/Concise Agreement for the Appointment of an Architect (C-Con-07-A) including Concise Conditions, Fees and Expenses, Services for a Small Project and document 'A' setting out your requirements and information concerning the site *[delete as appropriate]*, two copies of which are enclosed. They are completed in accordance with the terms we discussed with you.

Your attention is particularly drawn to the following:

1. The law of the contract will be the law of *[insert the relevant law, e.g., 'England and Wales' or 'Northern Ireland']*.
2. The time limit on the commencement of actions under this agreement will be *[insert the number of years, bearing in mind that the statutory period is 6 years for contracts under hand and 12 years for contracts executed as a deed]* from the date of practical completion of the building contract or the last performance of services, whichever is earlier.
3. The limit of my liability will be £ *[insert the limit of your liability, taking into account your PI insurance and the likely construction cost]*.
4. I maintain professional indemnity insurance cover of £ *[insert amount]* for any one occurrence or series of occurrences arising out of one event *[or insert the description provided by your insurers]*.

[continued]

Letter 7 continued

5. I will carry out the services so indicated on the Schedule of Services [substitute 'Schedule of Services for Small Project' when using C-Con-07-A]. I expect that [insert number] visits to the Works will be necessary. I can provide other services at an additional charge.

6. Fees will be charged on a percentage/ lump sum/ time [delete as appropriate] basis.

[Then add either:]

The percentage will be [insert figure]% of the total Construction Cost.

[Or:]

The lump sum will be £ [insert amount].

[Then add:]

The time charge will be [set out details of the hourly rates for all categories of staff who will be working on the project].

[Delete this paragraph 6 where Fees and Expenses are being used with C-Con-07-A.]

7. All expenses of whatever kind incurred in connection with this appointment will be charged on the fees at my usual rates.

[Delete this paragraph 7 where Fees and Expenses are being used with C-Con-07-A.]

8. [Either:] VAT is chargeable on all my fees and expenses. [Or:] I am not registered for VAT, but VAT will be charged on fees and expenses if, during the appointment, I become registered.

9. Clause 37 [substitute 'Clauses 9.2 and 9.3' when using C-Con-07-A] deals with a quick system of dispute resolution introduced by the Housing Grants, Construction and Regeneration Act 1996 [substitute 'Construction Contracts (Northern Ireland) Order 1997' when dealing with a commission in Northern Ireland]. I confirm that the procedure will be in accordance with the Model Adjudication Procedure published by the Construction Industry Council current at the date of the reference. If we cannot agree the name of an adjudicator, either of us may apply to the Royal Institute of British Architects for a nomination.

[continued]

Letter 7 continued

- 10. Clause 39 [*substitute '9.4' when using C-Con-07-A*] deals with arbitration as the basic method of dispute resolution without prejudice to rights of adjudication. If we cannot agree on the name of an arbitrator, either of us may apply to the Royal Institute of British Architects for an appointment. [*If legal proceedings are preferred, substitute:*] We have agreed that clause 39 [*substitute '9.4' when using C-Con-07-A*] dealing with arbitration will not apply and that if a dispute arises, either of us may resort to legal proceedings.
- 11. The date of this Agreement when I will commence/ commenced [*delete as appropriate*] services will be/ is [*delete as appropriate*] [*insert date*].

Please check that the services and basis of fee calculation is satisfactory. If you have any queries, please do not hesitate to ask me for clarification. If you are happy with all of this, please sign the Agreement clause on the copy of this letter, initial all the attachments [*if appropriate, add ', initial all amendments'*] where indicated by yellow sticker(s) and return all the documents to me for countersignature after which I will send you a certified copy for your records.

Yours faithfully

Agreement

The Client wishes to appoint the Architect to carry out Services in connection with the Project upon the terms and conditions set out in this letter and the attached copy of the RIBA Conditions of Appointment for Small Works (SW/99)/Concise Agreement for the Appointment of an Architect (C-Con-07-A) [*delete as appropriate*] as completed together with [*insert a description of any other papers which are to be part of the Agreement*] and the architect accepts.

Signed by the Client Date

Signed by the Architect Date

Letter 8

To client, setting out terms of appointment SW/99 or C-Con-07-A (b)
This letter should only be used where the client is a consumer

Dear

I refer to our conversation/your letter [*delete as appropriate*] of the [*insert date*] regarding my appointment as architect for the above project. I am happy to accept this commission.

I confirm that the terms and conditions which will apply to the project are those set out in the RIBA Conditions of Appointment for Small Works (SW/99)/Concise Agreement for the Appointment of an Architect (C-Con-07-A) including Concise Conditions, Fees and Expenses, Services for a Small Project and document 'A' setting out your requirements and information concerning the site [*delete as appropriate*], two copies of which are enclosed. They are completed in accordance with the terms we discussed and negotiated with you on an individual basis. Although we read through each document together and agreed the amendments as shown, I should be pleased if you would check again that you are entirely happy with them.

Your attention is particularly drawn to the following:

1. The law of the contract will be the law of [*insert the relevant law, e.g., 'England and Wales' or 'Northern Ireland'*].
2. The time limit on the commencement of actions under this agreement will be [*insert the number of years, bearing in mind that the statutory period is 6 years for contracts under hand and 12 years for contracts executed as a deed*] from the date of practical completion of the building contract or the last performance of services, whichever is earlier.
3. The limit of my liability will be £ [*insert the limit of your liability, taking into account your PI insurance and the likely construction cost*].

[*continued*]

Letter 8 continued

4. I maintain professional indemnity insurance cover of £ *[insert amount]* for any one occurrence or series of occurrences arising out of one event *[or insert the description provided by your insurers]*.
5. I will carry out the services so indicated on the Schedule of Services *[substitute 'Schedule of Services for Small Project' when using C-Con-07-A]*. I expect that *[insert number]* visits to the Works will be necessary. I can provide other services at an additional charge.
6. Fees will be charged on a percentage/ lump sum/ time *[delete as appropriate]* basis.

[Then add either:]

The percentage will be *[insert figure]*% of the total Construction Cost.

[Or:]

The lump sum will be £ *[insert amount]*.

[Then add:]

The time charge will be *[set out details of the hourly rates for all categories of staff who will be working on the project]*.

[Delete this paragraph 6 where Fees and Expenses are being used with C-Con-07-A.]

7. All expenses of whatever kind incurred in connection with this appointment will be charged on the fees at my usual rates.

[Delete this paragraph 7 where Fees and Expenses are being used with C-Con-07-A.]

[continued]

Letter 8 continued

8. [Either:] VAT is chargeable on all my fees and expenses. [Or:] I am not registered for VAT, but VAT will be charged on fees and expenses if, during the appointment, I become registered.
9. Clause 37 [substitute 'clauses 9.2 and 9.3' when using C-Con-07-A] deals with a quick system of dispute resolution introduced by the Housing Grants, Construction and Regeneration Act 1996 [substitute 'Construction Contracts (Northern Ireland) Order 1997' when dealing with a commission in Northern Ireland]. Although adjudication is not obligatory under statute in this instance, I confirm that you wish to take advantage of the procedure which will be in accordance with the Model Adjudication Procedures published by the Construction Industry Council current at the date of the reference. If we cannot agree the name of an adjudicator, either of us may apply to the Royal Institute of British Architects for a nomination.
10. Clause 39 [substitute '9.4' when using C-Con-07-A] deals with arbitration as the basic method of dispute resolution without prejudice to rights of adjudication. If we cannot agree on the name of an arbitrator, either of us may apply to the Royal Institute of British Architects for an appointment. [If legal proceedings are preferred, substitute:] We have agreed that clause 39 [substitute '9.4' when using C-Con-07-A] dealing with arbitration will not apply and that if a dispute arises, either of us may resort to legal proceedings.
11. The date of this Agreement when I will commence/ commenced [delete as appropriate] services will be/ is [delete as appropriate] [insert date].

Please check that the services and basis of fee calculation is satisfactory. If you have any queries, please do not hesitate to ask me for clarification. If you are happy with all of this, please sign the Agreement clause on the copy of this letter, initial all the attachments [if appropriate, add ', initial all amendments'] where indicated by yellow sticker(s) and return all the documents to me for countersignature after which I will send you a certified copy for your records.

Yours faithfully

[continued]

Letter 8 continued

Agreement

The Client wishes to appoint the Architect to carry out Services in connection with the Project upon the terms and conditions set out in this letter and the attached copy of the RIBA Conditions of Appointment for Small Works (SW/99)/Concise Agreement for the Appointment of an Architect (C-Con-07-A) [*delete as appropriate*] as completed together with [*insert a description of any other papers which are to be part of the Agreement*] and the architect accepts.

Signed by the Client Date

Signed by the Architect Date

[This contract is subject to the Unfair Terms in Consumer Contracts Regulations 1999. It should be noted that terms which are not individually negotiated may be regarded as unfair if unbalanced to the detriment of the consumer. If the terms have been drafted in advance, such as in this instance, they will always be considered as not having been individually negotiated and, if challenged, it is for you to show that they were.]

Letter 9

To client, requesting payment in advance

Dear

Thank you for your letter of the *[insert date]* instructing me to carry out architectural services in connection with the above project.

I should be pleased to visit you/see you at this office *[delete as appropriate]* to discuss your detailed requirements and my terms of appointment. I would ask for a payment on account of *[insert percentage¹]* of the estimated total fees at the time of signing the agreement between us.

A copy of the RIBA Standard Form of Agreement for the Appointment of an Architect (SFA/99) *[substitute 'Conditions of Engagement (CE/99)' when dealing with medium sized commissions and 'Conditions of Appointment for Small Works (SW/99)' when dealing with small commissions or substitute 'Standard Agreement for the Appointment of an Architect (S-Con-07-A)' or 'Concise Agreement for the Appointment of an Architect (C-Con-07-A)']* is enclosed. After you have had the opportunity to examine it, perhaps you will telephone me to arrange a convenient date and time for our meeting.

Yours faithfully

¹ *You may find it prevents dispute if you insert an actual sum instead of a percentage.*

Letter 10

To client, regarding other architects engaged on the work

Dear

In order to comply with the RIBA Code of Professional Conduct, Guidance Note 7.4 requires me to make reasonable enquiries to discover if you have previously engaged any other architect on this project.

If another architect has been involved at any time, perhaps you will let me have his/her *[delete as appropriate]* name and address so that I can inform him/her *[delete as appropriate]* that I am now acting for you.

Yours faithfully

Letter 11

To other architect, regarding former engagement

Dear

I have been approached by *[insert name of client]* to undertake the above project.

I understand that you were engaged on this project at one time and you should take this letter as notice in accordance with Guidance Note 7.5 to the RIBA Code of Professional Conduct.

Perhaps you will clarify whether your engagement was properly terminated and whether you believe that the client holds a licence to use and reproduce any copyright material.

Yours faithfully

Letter 12

To client, if former architect notifies some problem

Dear

I have been informed by *[insert name of former architect]* that *[insert nature of problem]*.

Clearly this is not my direct concern but, entirely at your discretion, you may wish to apprise me of the full circumstances.

[In some circumstances it may be wise to add the following:]

In this instance, however, and without expressing any view on the respective liabilities under the previous engagement, I will require a payment on account of *[insert amount]* before I undertake this commission.

Yours faithfully

Letter 13

To client, if former architect states that the client does not have a copyright licence

Dear

I have been informed by *[insert name of former architect]* that you do not have a licence to use or reproduce material which is *[insert name of former architect]'s* copyright.

To use or reproduce copyright material without a licence is a serious matter and could be the subject of substantial damages. Now that I have been notified of the position, if I continue this appointment and make use of the material, I will also become liable. In any event, I cannot do something which is unlawful.

I should be grateful if you would take steps to obtain a written licence from *[insert name of former architect]* and let me have a copy before I do anything further.

Yours faithfully

Letter 14

To client who claims to have a copyright licence

Dear

Thank you for your letter dated *[insert date]* in which you confirm that, contrary to what *[insert name of former architect]* states in his/her *[delete as appropriate]* letter to me, you do have an implied licence to use or reproduce material which is *[insert name of former architect]*'s copyright.

Obviously, I am not a party to your dealings with *[insert name of former architect]* and I have to protect my position. You should try to obtain a written licence from *[insert name of former architect]* and let me have a copy before I do anything further.

In the circumstances, *[insert name of former architect]* will probably be unwilling to provide such a licence. If so, I should be prepared to proceed only on receipt of a complete indemnity from you against any liability, loss, expense, claims or proceedings, etc. arising out of the use and reproduction of *[insert name of former architect]*'s material. Please let me know if you wish to take this latter course and confirm that you will reimburse me all legal fees involved in drafting the deed of indemnity.

Yours faithfully

[Note that, in the event of a claim, such an indemnity will be worth no more than your client can afford to pay. This is something which would require investigation and possible special insurance. Further advice is indicated.]

Letter 15

To client, if architect asked to sign a warranty not previously mentioned

Dear

Thank you for your letter of the *[insert date]* with which you enclosed a form of warranty for signature.

There is nothing in the terms of engagement governing my appointment which obliges me to enter into a warranty agreement. I am sure you understand that if I were to execute such a warranty, the scope of my potential liability would be substantially increased.

However, I appreciate that a warranty agreement is a valuable commodity, particularly where sale or full repairing lease is concerned. Therefore, I am prepared to enter into a warranty in appropriate terms on payment of an additional fee as consideration. A copy of a simple standard form of warranty is enclosed and I should be pleased if you would let me know if its terms are acceptable. I am afraid that they are not negotiable in this instance. My fee would be *[insert fee required which should not be simply nominal, but rather a substantial sum, bearing in mind that you will become liable to a third party, to whom you would not usually have any liability, as a result]*.

Yours faithfully

Letter 16

To client, if architect asked to sign a warranty only agreed in principle

Dear

Thank you for your letter of the *[insert date]* with which you enclosed a form of warranty for signature.

Although the terms of engagement governing my appointment state that I will enter into a warranty agreement, I did not undertake to enter into such an agreement on the terms you suggest, which I consider to be onerous, or indeed any specific terms and I am not prepared to do so.

A copy of a simple standard form of warranty is enclosed which I am prepared to execute. This fulfils my obligations, but the terms are not negotiable in this instance.

Yours faithfully

Letter 17

To client, if asked to provide a certificate of satisfaction not previously mentioned

Dear

Thank you for your letter of the *[insert date]* asking me to provide a certificate of satisfaction which is not a certificate to be issued under the terms of the building contract, nor is it part of an architect's normal services.

I understand that such a certificate is very important to you, but it was not something which I undertook to provide when I was engaged on this commission.

[Then either:]

Indeed, had it been made clear that you required such a certificate at that time, I would have declined the commission. So far as I am concerned, such certificates extend my liability to an unacceptable degree and beyond what the law would usually imply. Therefore, I am afraid that I decline to provide the certificate you require. Of course, you may be able to find another architect or building surveyor who is prepared to provide the certificate.

[Or:]

Such certificates extend my liability quite significantly beyond what the law would usually imply. In this instance I am prepared to provide a certificate, but only in the terms attached. In view of the onerous nature of the certificate my fee would be *[insert fee required which should be a substantial sum, bearing in mind that you will become liable to unknown third parties, to whom you would not usually have any liability, as a result]*. Please let me know if you wish me to provide a certificate on this basis.

Yours faithfully

Letter 18

To client, if a conflict of interest arises

Dear

It has recently come to my attention that I have a conflict of interest. Under the RIBA Code of Professional Conduct, Note 1.4 to Principle 1, I am required to declare such conflicts to the affected parties. Obviously, and irrespective of the Code, I would not be happy to proceed without such a declaration. The circumstances are [*describe the circumstances as concisely as possible, but including all relevant information*].

[*Either:*]

I propose to [*describe the action you intend to take to remove the conflict*].

[*Or:*]

I cannot see that there is a realistic way of removing the conflict, but [*describe anything you can do to mitigate the situation*].

[*Then add:*]

Obviously, in the circumstances, I am prepared to withdraw from this project if you so wish and I should be pleased to receive your instructions on that point as soon as possible.

Yours faithfully

[*If another party is involved, it may be appropriate to send them a copy of this letter or an entirely separate letter suited to the particular situation.*]

Letter 19

To client, regarding the CDM Regulation duties

Dear

All the participants to construction operations have duties under the Construction (Design and Management) Regulations 2007. One of my duties is to make sure that you are aware of your duties. In summary, your duties always include:

- Checking the competence and resources of all parties appointed.
- Ensuring that there are proper management and welfare facilities.
- Allowing enough time and resources for all the stages.
- Providing information to all designers and contractors before construction commences.

This project is notifiable and, therefore, you must also:

- Appoint a CDM co-ordinator [*add, if appropriate:*] I can act as CDM co-ordinator if you so wish under a separate engagement.
- Appoint a principal contractor – this is usually the contractor appointed to carry out the Works.
- Ensure that construction does not commence until there are suitable welfare facilities and the construction phase plan is prepared.
- Provide information about the health and safety file to the CDM co-ordinator.
- Retain the health and safety file and provide access to it as appropriate.

I enclose a copy of the useful booklet *Managing Health and Safety in Construction*. This is an approved code of practice from the Health and Safety Commission. Not only does it include the full text of the CDM Regulations, it also has explanatory text and tables. I will telephone you shortly to arrange to meet and go through these matters in more detail.

Yours faithfully

Letter 20

To client, regarding site survey

Dear

I confirm your instructions by telephone on the [*insert date*] to carry out a site survey complete with measurements and levels.

This work is additional to my normal services and extra fees and expenses will be chargeable on a time basis as indicated in the terms of engagement.

Yours faithfully

Letter 21

To client, before carrying out a site survey

Dear

Before I carry out a survey of the above site, it is essential that I satisfy myself regarding the limits of your ownership. Such matters are often obscure, but they may have a crucial effect on the project.

A sketch plan is enclosed on which are noted the principal features: walls, roads, adjacent buildings, etc. I should be pleased if you would indicate the precise extent of your ownership, including the ownership of boundaries, by drawing a red line around the site and returning the sketch to me as soon as possible. Please show dimensions if available.

If the plan attached to your title deeds shows all this information clearly, please let me know where I can examine it. If you are in any doubt about your ownership, I advise you to ask your solicitor to indicate the boundaries for you. Obviously, I cannot safely proceed without this information.

Yours faithfully

Letter 22

To client, if requested to help in boundary negotiations

Dear

Thank you for your letter of the *[insert date]*.

I will be happy to assist in negotiations with adjoining owners in order to fix site boundaries. It will be in your own best interests if your own solicitor takes charge of the negotiations and I am present to provide assistance.

This is an additional service *[insert, if appropriate: 'to the services already agreed in the terms of engagement']*. An additional fee at the rate of *[insert amount]* per hour is chargeable and I should be pleased to have your agreement.

Please ask your solicitor to telephone me directly to arrange a meeting.

Yours faithfully

Letter 23

To client, if problem encountered during survey

Dear

I refer to our telephone conversation of the *[insert date]*.

During my survey of the above property, it was discovered that *[insert a clear and concise description of the problem]*.

In view of the implications and the effect upon the project, it is desirable that I meet you on site urgently. *[Add, if appropriate:]* I will invite *[insert name of consultant or contractor]* to be present to facilitate an immediate decision.

I will telephone you during the next day or so when I have made the necessary arrangements.

Yours faithfully

Letter 24

To geotechnical specialists, enquiring about soil survey

Dear

I act as architect for the above development. My client is *[insert name]*.

My client has authorised me to seek quotations for the carrying out of a ground investigation on the site.

The development will consist of *[insert brief description of the size and character of the project]*. The design programme is *[insert key dates]* and, therefore, the ground investigation must be complete and in my hands by *[insert date]*.

Please let me have details of the investigations you would carry out and their cost and details of your health and safety procedures. You will be expected to include for all necessary work and attendance, protection of the public and property and to take out insurances and indemnify my client against any claims arising from your occupation of or work on the site. Site plan number *[insert number]* is enclosed for your information.

Yours faithfully

Letter 25

To Coal Authority, requesting preliminary information

Dear

I act as architect for the above development. My client is *[insert name]*.

Two copies of the site plan number *[insert number]* and a general location plan of the area are enclosed. I should be pleased if you would inform me if this site is likely to be affected by your operations, past, present or projected. The proposed development is expected to be *[describe general character of the building including number of storeys]*.

I enclose your fee in the sum of *[insert amount]*.

Please consider this as notice on behalf of the building owner in accordance with the notice requirements of the Coal Mining Subsidence Act 1991, section 34(2)(a).

Yours faithfully

Copy: Client

Letter 26

To telephone service provider, requesting preliminary information

Dear

I act as architect for the above development. My client is *[insert name]*.

Two copies of the site plan number *[insert number]* are enclosed. I should be pleased if you would examine it and let me have the following information:

[Delete as appropriate from the following:]

1. The position and depth below ground or height above ground of all telephone cables and services and the position of all poles or other equipment on or adjacent to the site.
2. Details of any contribution to the cost of service which may be required from my client.
3. Requirements with regard to service positions and inlet ducts.
4. Any other special requirements.

Yours faithfully

Letter 27

To electricity supplier, requesting preliminary information

Dear

I act as architect for the above development. My client is *[insert name]*.

Two copies of the site plan number *[insert number]* are enclosed. I should be pleased if you would examine it and let me have the following information:

[Delete as appropriate from the following:]

1. The position, size and depth of all electricity mains and known services on or adjacent to the site.
2. Details of the amount of contribution to the cost which will be required from my client.
3. Requirements with regard to metering and inlet ducts.
4. Any other special requirements.

Yours faithfully

Letter 28

To gas supplier, requesting preliminary information

Dear

I act as architect for the above development. My client is *[insert name]*.

Two copies of the site plan number *[insert number]* are enclosed. I should be pleased if you would examine it and let me have the following information:

[Delete as appropriate from the following:]

1. The position, size and depth of all gas mains and known services on or adjacent to the site.
2. Details of the amount of contribution to the cost of supply which will be required from my client.
3. Requirements with regard to metering and inlet ducts.
4. Any other special requirements.

Yours faithfully

Letter 29

To water supplier, requesting preliminary information

Dear

I act as architect for the above development. My client is *[insert name]*.

Two copies of site plan number *[insert number]* are enclosed. I should be pleased if you would examine it and let me have the following information:

[Delete as appropriate from the following:]

1. The position, size and depth of all water mains and known services on or adjacent to the site.
2. The anticipated water pressure in the proposed supply.
3. Details of the amount of contribution to the cost which will be required from my client.
4. Whether water metering is required.
5. Water storage requirements.
6. Local water regulations.

Yours faithfully

Letter 30

To drainage authority, requesting preliminary information

Dear

I act as architect for the above development. My client is *[insert name]*.

Two copies of site plan number *[insert number]* are enclosed. I should be pleased if you would examine it and let me have the following information:

[Delete as appropriate from the following:]

1. Positions, sizes, inverts and flow of all surface water and foul sewers on or adjacent to the site.
2. System of drainage connection required and whether the authority wishes to carry out this part of the work.
3. System of foul and surface water drainage from the site.
4. Any particular requirements with regard to drainage in this area.
5. Specification requirements.
6. Any unusual site conditions such as flooding or surcharging of sewers.

Yours faithfully

Letter 31

To highway authority, requesting preliminary information

Dear

I act as architect for the above development. My client is *[insert name]*.

Two copies of the site plan number *[insert number]* are enclosed. I should be grateful if you would examine it and let me have the following information:
[Delete as appropriate from the following:]

1. The position of any future motorway schemes which might affect the site or which are proposed in the vicinity of the site.
2. The position of any future highway schemes which might affect the site or which are proposed in the vicinity of the site.
3. The position of any building or improvement lines, existing or proposed, which might affect the site.
4. Acceptable positions for ingress to and egress from the site.
5. It is hoped to complete the development by *[insert date]* and I should be pleased to receive a copy of your highway specification which will be current at that date.
6. Details of any further operations which might affect this development.

Yours faithfully

Letter 32

To National Power, requesting preliminary information

Dear

I act as architect for the above development. My client is *[insert name]*.

Two copies of the site plan number *[insert number]* are enclosed. I should be pleased if you would examine it and let me know if you have any equipment on or adjacent to the site or any proposals for the future which might affect the site.

Yours faithfully

Letter 33

To mobile telephone companies, requesting preliminary information

Dear Sir

I act as architect for the above development. My client is *[insert name]*.

Two copies of the site plan number *[insert number]* are enclosed. I should be pleased if you would examine it and let me know if you have any equipment on or adjacent to the site or any proposals for the future which might affect the site.

Yours faithfully

Letter 34

To cable television, requesting preliminary information

Dear Sir

I act as architect for the above development. My client is *[insert name]*.

Two copies of the site plan number *[insert number]* are enclosed. I should be pleased if you would examine it and let me know if you have any equipment on or adjacent to the site or any proposals for the future which might affect the site.

Yours faithfully

Letter 35

To client, seeking information

Dear

Following our meeting on the *[insert date]*, I confirm that you will carry out your own investigations to provide me with the following information by *[insert date]*, so that I can complete my feasibility studies into this project:

1. The type of ownership of the site/property *[delete as appropriate]*.
2. Details of restrictive covenants.
3. Details of easements over the site or in connection with the site, for example: rights of way, rights of light, rights of support, etc.
4. Existing drawings of the site/property *[delete as appropriate]*.
5. Planning or other approvals already obtained for this site/property *[delete as appropriate]*.

I anticipate completing my feasibility report by *[insert date]*.

Yours faithfully

Letter 36

To client, enclosing the feasibility report

Dear

I enclose [*insert number*] copies of my feasibility report for the above project. I confirm that I will visit you on the [*insert date*] at [*insert time*] to discuss the contents and to take your instructions.

[*If appropriate, add:*]

May I draw your attention particularly to [*insert whatever matter is most important*].

Yours faithfully

2 Design Brief

During this stage, the client will be confirming key requirements and constraints, developing them into the design brief and making decisions about the appointment of consultants and the use of sub-contractors in a design capacity.

A problem which sometimes arises during this or later stages is that the client wishes to proceed without the delays associated with obtaining all the necessary approvals. From the client's point of view, this can save time and money, but if the approvals are withheld, you will wish to claim your fees for abortive work.

Letter 37

To client, regarding early appointment of consultants

Dear Sir

The appointment of consultants is advisable at this stage in order to prevent abortive work and ensure that you obtain the very best value for money.

I confirm that the following consultants should be appointed to provide the services noted:

[List the consultants and services]

Subject to your agreement, I will approach each firm and negotiate the extent of service required and the fees payable. The appointments can be finalised at a series of meetings at which I will be present to give you general advice and clarification.

I should be pleased to have your instructions to proceed with the course of action outlined above.

Yours faithfully

Letter 38

To client who queries early appointment of consultants

Dear

Thank you for your letter of the *[insert date]* and I note that you do not wish to appoint consultants at this stage.

The erection of a modern building is a very complex process. At one time it was possible for an architect to deal with every aspect of a large contract without assistance from anyone other than his/her *[delete as appropriate]* own office staff. Advances in technology, materials and building science, however, render such an undertaking impractical for one professional.

Consultants are a necessity on this project. Appointment at this stage will be most economical in the long term and you will have the benefit of their advice from the beginning of the design process. Not only would delay in appointment be against my direct advice, it inevitably would result in additional fees chargeable as a result of any of my work which subsequently proved to be abortive. Such fees would be likely to be substantial. I should be grateful if you would give the matter serious consideration and let me have your instructions within, say, the next week.

Yours faithfully

Letter 39

To client, enclosing draft for appointment of consultants

Dear

I refer to the series of meetings on the *[insert date]* when we met each consultant proposed for this project and we finalised details of the appointment.

I enclose the following:

1. Two copies of the agreement which I have received in respect of each consultant. I have checked them and they appear to correspond with the terms discussed at our meeting.
2. A draft letter which I have prepared for you to send with the completed agreement to each consultant.

I am not a legal expert and you should satisfy yourself that the agreements are in accordance with your requirements, by taking your own legal advice if you believe that to be appropriate. When you are happy with the agreements, please complete them in the spaces indicated and return one copy of each to the appropriate consultant. The remaining copies should be retained for your own reference.

Yours faithfully

Letter 40

Client to consultant [*draft prepared by architect*]

Dear

The architect has forwarded to me two copies of the agreement for consultancy work which you have prepared in respect of the above project.

I return one copy duly completed as requested. Please note that the architect will be responsible for the co-ordination and integration of your services into the overall design and I expect you to co-operate fully in this respect. To avoid confusion, I should be grateful if you would not report directly to me unless there is some very pressing reason to do so.

Yours faithfully

Letter 41

To client, if consultants' agreements are complex

Dear

I refer to the series of meetings on the *[insert date]* when we met each consultant proposed for this project and discussed details of appointment.

I have now received copies of agreements in respect of each consultant. Each agreement is quite complex and, in my view, expert advice is required. I should be pleased to have your agreement to approach *[insert name]* on your behalf to seek advice and practical assistance in ensuring that the agreements to be used for each consultant properly reflect the appropriate duties and that there are no problems with the interaction of one agreement with another. If you agree, I will obtain details of fee rates for your approval before proceeding.

If you prefer to organise the advice yourself, please let me know the details of the meeting with your advisor so that I may attend. It is obviously important that the duties of the various consultants are co-ordinated with mine.

Yours faithfully

Letter 42

To client who wishes architect to appoint consultants

Dear

Thank you for your letter of the *[insert date]* from which I understand that you wish me to appoint the consultants for this project through my office.

[Then, either:]

I am not prepared to be responsible for the work of other consultants and, therefore, I must decline and ask you to appoint the consultants yourself. It is my responsibility to co-ordinate and integrate all consultancy services, however appointed.

[Or:]

It is, of course, perfectly possible to do as you suggest, but it would be against my advice. It is my responsibility to co-ordinate and integrate all consultancy services, however appointed.

Consultancy fees are unaffected by the method of appointment. However, the normal practice in construction projects is that the client appoints consultants directly. By doing so, you have direct access to the other professionals as the work proceeds and, of course, direct recourse to them for any problems which may arise.

I strongly urge you to reconsider and I look forward to hearing from you on this matter within the next few days to avoid delay.

Yours faithfully

Letter 43

To client, if architect is to appoint consultants (a)
This letter is not suitable for use with C-Con-07-A

Dear

Thank you for your letter of the [insert date] in which you instruct me that I am to engage the services of consultants on your behalf. The matter will be put in hand.

I should draw your attention to clause 3.11 [*substitute '17' when using SW/99 or 'A3.6' when using S-Con-07-A*] of the terms of engagement, a copy of which is already in your possession, which provides that you will hold each consultant however appointed responsible for the competence and performance of the services to be performed by such consultant and for visits to the site in connection with the execution of such work. For the avoidance of doubt, clause 3.11 [*substitute '17' when using SW/99 or 'A3.6' when using S-Con-07-A*] will apply to all consultants engaged by me on your instructions.

Yours faithfully

Letter 44

To client, if architect is to appoint consultants (b)
This letter is only suitable for use with C-Con-07-A

Dear

Thank you for your letter of the *[insert date]* in which you instruct me that I am to engage the services of consultants on your behalf.

Although the Conditions of Appointment do not expressly so state, I confirm that such engagement by me will be strictly on the basis that you will hold each consultant however appointed responsible for the competence and performance of the services to be performed by such consultant and for visits to the site in connection with the execution of such work.

I am prepared to continue and to engage such consultants only upon confirmation in writing from you that you accept the contents of the second paragraph of this letter.

Yours faithfully

Letter 45

To client, if architect wishes to appoint consultants (a)

This letter is not suitable for use with C-Con-07-A

Dear

On projects of this nature, it is my usual practice to appoint consultants to deal with that part of the work not normally within the range of services provided by the architect. Clause 4.2 [*substitute '12' when using SW/99 or 'A4.2' when using S-Con-07-A*] of the terms of engagement refers.

May I have your agreement to the following appointments and services to be provided and the additional fees payable, such fees to be appropriate to the relevant consultancy.

[List consultants and services.]

I should draw your attention to clause 3.11 [*substitute '17' when using SW/99 or 'A3.6' when using S-Con-07-A*] of the conditions which provides that you will hold each consultant however appointed responsible for the competence and performance of the services to be performed by such consultant and for visits to site in connection with the execution of such work. For the avoidance of doubt, clause 3.11 [*substitute '17' when using SW/99 or 'A3.6' when using S-Con-07-A*] will apply to all consultants engaged by me.

Yours faithfully

Letter 46

To client, if architect wishes to appoint consultants (b)
This letter is only suitable for use with C-Con-07-A

Dear

On projects of this nature, it is my usual practice to appoint consultants to deal with that part of the work not normally within the range of services provided by the architect. Clause 1.2.7 of the Concise Conditions of Appointment refers.

May I have your agreement to the following appointments and services to be provided and the additional fees payable, such fees to be appropriate to the relevant consultancy.

[List consultants and services.]

Although the Conditions of Appointment do not expressly so state, I confirm that such engagement by me will be strictly on the basis that you will hold each consultant however appointed responsible for the competence and performance of the services to be performed by such consultant and for visits to the site in connection with the execution of such work.

I will continue and engage such consultants only upon confirmation in writing from you that you accept the contents of the second paragraph of this letter.

Yours faithfully

Letter 47

To consultant, seeking indemnity

Dear

I refer to the recent discussions regarding your employment as consultant for [*identify the services*] on the above project.

Before a formal contract of engagement can be drawn up, I require you to provide me with proof that you carry and will continue to carry suitable and adequate professional indemnity insurance. Please signify your willingness to indemnify me against any liability, loss, expense or claims of any kind whatsoever in respect of the competence, general inspection and performance of the work entrusted to you.

Yours faithfully

Letter 48

To client, if consultancy services to be provided by the architect

Dear

On projects of this nature, it would be normal practice for the architect to recommend the appointment of consultants for particular aspects of the work. The following services can be provided by my office and I should be pleased to have your agreement to such provision, and to the additional fees which will be appropriate to the relevant consultancy.

[List the consultancy services to be provided.]

Yours faithfully

Letter 49

To client, suggesting the use of a supplier or sub-contractor in a design capacity

Dear

I should be pleased if you would signify your agreement in principle to the use of the following specialist firms to carry out design work in addition to supplying goods and executing work in relation to specific portions of this project:

[List specialists and the work to be designed by each.]

The arrangement is quite normal in construction projects and generally arises because these firms have a particular expertise or patented systems proven in use over a number of years. In the instances I have in mind it is neither practicable nor economic to commission consultant's designs for execution by the main contractor. The design work in question will, of course, be excluded from consultants' fees and there is a system of warranties and agreements to protect your interests in the event of a design failure.

On receipt of your agreement, I will prepare a summary of my proposals for your approval.

Yours faithfully

Letter 50

To client, regarding lists of firms to design and supply/execute

Dear

I refer to my letter of the *[insert date]* and your reply of the *[insert date]* approving the use of specialist firms in a design capacity.

I propose that the following firms be invited to tender for the parts of the project as indicated:

[List parts of project and the firms proposed.]

Please let me have your approval or observations so that I can begin the preparation of the necessary documentation without delay.

Yours faithfully

Letter 51

To client, regarding lists of firms to supply

Dear

I should be pleased if you would signify your agreement to the following list of firms which I propose to invite to tender for the supply only of goods as follows:

[List goods and the firms proposed.]

Please let me have your approval or observations so that I can begin to prepare the necessary documentation without delay.

Yours faithfully

Letter 52

To client, if a relatively new material or process is proposed

Dear

I am writing to confirm our recent conversation regarding the use of *[insert name of material or process]*.

The material/process *[delete as appropriate]* has been in use only for *[insert period]*, but so far it appears to be successful. I have written to the manufacturers on your behalf explaining the proposed use and, as might be expected, they are entirely reassuring. They have put that reassurance in the form of a letter and expressed their willingness to complete a form of warranty in your favour. I have also received favourable comments from *[insert names of appropriate national or international technical organisations]* and a copy of all correspondence is enclosed with this letter.

There is always a risk in using relatively untried materials or processes and, therefore, the final decision must be yours. However, I believe that the risk is within acceptable limits in this instance and we are aware of no other material/process *[delete as appropriate]* which appears to offer so many advantages. I should be pleased to have your decision not later than *[insert date]*. If you require any further advice on the matter, please do not hesitate to telephone me.

Yours faithfully

Letter 53

To members of the design team, arranging meeting

Dear

There will be a meeting of the design team for the above project at *[insert time]* on *[insert date]* at this office/on site *[delete as appropriate]*. I should be pleased if you would arrange to attend.

[Add one or more of the following sentences as appropriate.]

The meeting will be expected to last *[insert period]*.

Sandwiches will be provided.

An agenda is attached to this letter.

Yours faithfully

Letter 54

To client, regarding fees for planning applications

Dear

I anticipate being in a position to make application for outline/full *[delete as appropriate]* planning permission on the *[insert date]*. All planning authorities are required to charge fees in accordance with a schedule of charges.

I have calculated the fee payable in respect of this application from the authority's published scale of charges as *[insert amount]* and I should be pleased to receive your cheque for this amount which you should draw in favour of *[insert name of planning authority]*. Final confirmation of the fees due will be made by the authority only when they have received the application and checked the submission. Therefore, if the authority disagrees with my calculations you may be required to pay an additional amount. The application will not be considered until the correct fee is received by the authority.

Please let me know if you require any further information.

Yours faithfully

Letter 55

To planning authority, requesting outline approval

Dear

I refer to my discussions with your *[insert name]* with regard to this proposal and I now formally submit an application for outline planning approval on behalf of my client *[insert name]*.

I enclose:

1. Three copies of the form of application duly signed.
2. Three copies of drawing number *[insert number]* showing the site and its location.
3. Three copies of drawings numbers *[insert numbers of any other drawings which you wish to include]*.
4. Certificate of ownership.
5. The fee of *[insert amount of fee as appropriate; if no fee is payable, delete this item]*.

If there are any points arising out of this application, I should appreciate a telephone call to resolve them as quickly as possible.

Yours faithfully

Letter 56

To client who considers that drawing work should proceed before necessary approvals obtained

Dear

I refer to our recent discussion regarding the progress of this project, when it was suggested that *[insert period]* could be saved by proceeding with the design development without waiting for formal *[insert type]* approval.

I have looked into the matter and the position is that formal approval should be given on *[insert date]*. If all the design work carried out up to that date proves to be abortive, the total professional fees incurred between *[insert date]* and *[insert date]* would be approximately *[insert amount]*.

It is a matter for you to judge in the light of your own particular circumstances which may involve considerations of which I am unaware. If design work is to proceed, there is some urgency to your decision and I will be grateful to receive your written instructions by *[insert date]*.

Yours faithfully

Letter 57

To planning authority, requesting renewal of temporary permission

Dear

I refer to temporary planning permission number *[insert number]* granted on the *[insert date]* in respect of the above development. I now formally apply on behalf of my client *[insert name]* for an extension of the duration of the temporary permission until *[insert date]*.

[Add, if appropriate:]

In support of this application *[state the matters which you consider may influence the authority to extend the duration of the permission]*.

If there are any points arising out of this application, I should appreciate a telephone call in order to resolve them as speedily as possible.

Yours faithfully

Copy: Client

Letter 58

To client, enclosing fee account

Dear

In accordance with the terms of engagement, Schedule Three [*substitute 'letter of appointment dated [insert date]' when using SW/99 or 'Fees and Expenses' when using S-Con-07-A or C-Con-07-A*], I enclose my fee account [*insert number*] which includes a note of my expenses to [*insert date*].

Prompt payment would be appreciated.

Yours faithfully

Letter 59

To client, if fees are late: first reminder

Dear

I note that my fee account number [*insert number*] of the [*insert date*] is still outstanding.

No doubt the matter has escaped your attention, but I should be pleased if you would let me have your cheque within the next few days. The only way that fees can be kept at a reasonable level in these times of financial stringency is by securing prompt payment.

Yours faithfully

Letter 60

To client, if fees are late: second reminder

Dear

I refer to my fee account number [*insert number*] of the [*insert date*] and my letter of the [*insert date*] in which I requested prompt payment.

I regret that at the time of writing I have not received your cheque and I should be pleased if you would treat this matter with some urgency to avoid unnecessary administrative costs.

Yours faithfully

Letter 61

To client, if fees are late: third reminder

Dear

I refer to my fee account number *[insert number]* of the *[insert date]* which has not yet been paid despite reminders sent to you on the *[insert dates]*.

In view of what I always took to be the good working relationship which exists between us, I have not pursued this matter with the vigour it deserves. Although I have no desire to cause problems for you, I must have a care for my own financial position.

May I expect a cheque for the full amount by return of post?

Yours faithfully

Letter 62

To client, if fees late: legal action threatened

Dear

I refer to my fee account number *[insert number]* of the *[insert date]* in the sum of *[insert amount]*.

I have sent you reminders on the *[insert dates]*, but I have not yet received payment. I regret, therefore, that if I do not receive your cheque for the full amount by close of business on the *[insert date, which should be seven days after the date of this letter]*, I shall have no alternative but to take immediate action for recovery. This may be by way of adjudication, arbitration or legal proceedings as I deem to be appropriate. *[If the client is not a consumer, add:]* You will be aware that, under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 I am entitled to interest on this outstanding debt at 8% over Bank of England interest rate together with a lump sum payment.

[Add, if desired and appropriate:]

At that time, I will exercise my right to stop all work on this project until I receive full payment.

Yours faithfully

3 Concept

Separating the architect's work stages into watertight compartments is recognised as being artificial. In reality, your work will tend to flow on and many things will be carried out earlier or later than envisaged by the Plan of Work. Notwithstanding this, the stages form a useful check on progress. During stage C, you will be heavily engaged in producing your basic ideas and there should be little need for letters, standard or otherwise.

Among the matters which may arise is an objection to your outline planning application. Amenity societies keep close watch on all planning applications and you may be faced with what appears to be strong disapproval of your efforts, even before you have come to any firm conclusions about the shape the development will take. Sometimes a polite and co-operative response on your part will deal with the difficulty and you may well find that the amenity society becomes an ally.

This is about the earliest time you can get your client to make firm decisions about the procurement route and the conditions of contract. Very often, the client will not be in a position to decide finally until late in stage F. Do not forget that you are expected to have enough legal expertise to advise your client on the form of contract to be used. If the client suffers loss, because you have given poor advice, you may be liable.

If the contract to be used is the JCT design and build form (DB), it is during this stage that you will be agreeing the contents of the Employer's Requirements with your client.

Letter 63

To client, if amenity society writes with objections

Dear

I refer to our telephone conversation of the *[insert date]* when we discussed the objections of the amenity society and I enclose a copy of their letter dated *[insert date]* and my reply dated *[insert date]*.

My letter covers the points we discussed and I hope I can allay their fears when I see them.

Yours faithfully

Letter 64

To amenity society, if they write with objections

Dear

Thank you for your letter of the *[insert date]*. I understand and appreciate your reasons for writing. Naturally, I consider this project to satisfy all reasonable requirements in respect of its position in relation to neighbouring buildings and I am confident that it will do more and make a serious contribution to the environment.

However, I am determined to gather as many views as possible, favourable or otherwise, and I suggest that this can best be accomplished if I attend a meeting of your members to listen to them, and to explain the scheme in detail and answer questions.

I will write to you again to arrange a convenient date.

Yours faithfully

Copy: Client

Letter 65

To client, regarding form of contract to be used (a)
This letter is only suitable for use with SBC

Dear

Following our meeting on the *[insert date]* I thought it would be useful to confirm some preliminary decisions reached as follows:

[Choose as appropriate from the following alternatives:]

1. The contract to be used is the JCT Standard Building Contract/With Quantities/Without Quantities/With Approximate Quantities/2005 with Amendment 1.
2. The form will be completed as follows:
 - In the second recital, reference to the priced activity schedule will be deleted/retained *[delete as appropriate]*.
 - In regard to the fourth recital, you will be described as 'a contractor'/'not a contractor' for the purposes of the Construction Industry Scheme *[delete as appropriate]*.
 - The fifth recital, dealing with the information release schedule, will be deleted/retained *[delete as appropriate]*.
 - The sixth recital, dealing with division of the Works into sections, will be deleted/retained *[delete as appropriate]*.
 - The seventh recital will be completed to indicate that *[insert brief description of work to be designed by the contractor]* is to be contractor's designed portion/The seventh recital will be deleted *[delete as appropriate]*.
 - The eighth, ninth and tenth recitals will be retained/deleted *[delete as appropriate]*.
 - The method of final dispute resolution will be arbitration/legal proceedings *[delete as appropriate]*.

[continued]

Letter 65 continued

- The contract will be executed as a deed/under hand [*delete as appropriate*].
- It will be advisable to make provision for clause 6.5.1 insurance [*delete as appropriate*].
- Schedule 3, option A/B/C [*delete as appropriate*] Works insurance is applicable.
- A copy of the contract particulars is enclosed, completed as agreed.

Please check the contents of this letter carefully and let me know immediately if I have misunderstood your instructions or if there is any point on which you require further clarification.

Yours faithfully

Copy: Quantity surveyor

Letter 66

To client, regarding form of contract to be used (b)

This letter is only suitable for use with IC

Dear

Following our meeting on the *[insert date]* I thought it would be useful to confirm some preliminary decisions reached as follows:

[Delete as appropriate from the following alternatives:]

1. The contract to be used is the JCT Intermediate Building Contract 2005 with Amendment 1.
2. The form will be completed as follows:
 - Third recital: delete bills of quantities/specification/work schedules *[delete as appropriate]*. The named persons are to be: *[insert names and work]*.
 - The fourth recital: delete A/B *[delete as appropriate]*. Reference to the priced schedule of activities will be deleted/retained *[delete as appropriate]*.
 - In regard to the fifth recital, you will be described as 'a contractor'/'not a contractor' for the purposes of the Construction Industry Scheme *[delete as appropriate]*.
 - The sixth recital, dealing with the information release schedule, will be deleted/retained *[delete as appropriate]*.
 - The eighth recital, dealing with division of the Works into sections, will be deleted/retained *[delete as appropriate]*.
 - The method of final dispute resolution will be arbitration/legal proceedings *[delete as appropriate]*.
 - The contract will be executed as a deed/under hand *[delete as appropriate]*.

[continued]

Letter 66 continued

- It will be advisable to make provision for clause 6.5.1 insurance [*delete as appropriate*].
- Schedule 1, option A/B/C [*delete as appropriate*] Works insurance is applicable.
- A copy of the contract particulars is enclosed, completed as agreed.

Please check the contents of this letter carefully and let me know immediately if I have misunderstood your instructions or if there is any point on which you require further clarification.

Yours faithfully

Copy: Quantity surveyor

Letter 67

To client, regarding form of contract to be used (c)

This letter is only suitable for use with ICD

Dear

Following our meeting on the *[insert date]* I thought it would be useful to confirm some preliminary decisions reached as follows:

[Delete as appropriate from the following alternatives:]

1. The contract to be used is the JCT Intermediate Building Contract with contractor's design 2005 with Amendment 1.
2. The form will be completed as follows:
 - The second recital will be completed to indicate that *[insert brief description of work to be designed by the contractor]* is to be contractor's designed portion.
 - Fourth recital: delete bills of quantities/specification/work schedules *[delete as appropriate]*. The named persons are to be: *[insert names and work]*.
 - The fifth recital: delete A/B *[delete as appropriate]*. Reference to the priced schedule of activities will be deleted/retained *[delete as appropriate]*.
 - In regard to the eighth recital, you will be described as 'a contractor'/'not a contractor' for the purposes of the Construction Industry Scheme *[delete as appropriate]*.
 - The ninth recital, dealing with the information release schedule, will be deleted/retained *[delete as appropriate]*.
 - The eleventh recital, dealing with division of the Works into sections, will be deleted/retained *[delete as appropriate]*.
 - The method of final dispute resolution will be arbitration/legal proceedings *[delete as appropriate]*.

[continued]

Letter 67 continued

- The contract will be executed as a deed/under hand [*delete as appropriate*].
- It will be advisable to make provision for clause 6.5.1 insurance [*delete as appropriate*].
- Schedule 1, option A/B/C [*delete as appropriate*] Works insurance is applicable.
- A copy of the contract particulars is enclosed, completed as agreed.

Please check the contents of this letter carefully and let me know immediately if I have misunderstood your instructions or if there is any point on which you require further clarification.

Yours faithfully

Copy: Quantity surveyor

Letter 68

To client, regarding form of contract to be used (d)
This letter is only suitable for use with MW

Dear

Following our meeting on the *[insert date]* I thought it would be useful to confirm some preliminary decisions reached as follows:

[Delete as appropriate from the following alternatives:]

1. The contract to be used is the JCT Minor Works Building Contract 2005 with Amendment 1.
2. The form will be completed as follows:
 - Second recital: to include drawings/specification/work schedules *[delete as appropriate]*.
 - Third recital: the contractor will be required to provide priced specification/priced work schedules/schedule of rates *[delete as appropriate]*.
 - The method of final dispute resolution will be arbitration/legal proceedings *[delete as appropriate]*.
 - The contract will be executed as a deed/under hand *[delete as appropriate]*.
 - Clause 5.4A/5.4B/5.4A + 5.4C *[delete as appropriate]* Works insurance will apply.
 - A copy of the contract particulars is enclosed, completed as agreed.

Please check the contents of this letter carefully and let me know immediately if I have misunderstood your instructions or if there is any point on which you require further clarification.

Yours faithfully

Copy: Quantity surveyor [if appointed]

Letter 69

To client, regarding form of contract to be used (e)

This letter is only suitable for use with MWD

Dear

Following our meeting on the *[insert date]* I thought it would be useful to confirm some preliminary decisions reached as follows:

[Delete as appropriate from the following alternatives:]

1. The contract to be used is the JCT Minor Works Building Contract with contractor's design 2005 with Amendment 1.
2. The form will be completed as follows:
 - The second recital will be completed to indicate that *[insert brief description of work to be designed by the contractor]* is to be contractor's designed portion.
 - Third recital: to include drawings/specification/work schedules *[delete as appropriate]*.
 - Fourth recital: the contractor will be required to provide priced specification/priced work schedules/schedule of rates *[delete as appropriate]*.
 - The method of final dispute resolution will be arbitration/legal proceedings *[delete as appropriate]*.
 - The contract will be executed as a deed/under hand *[delete as appropriate]*.
 - Clause 5.4A/5.4B/5.4A + 5.4C *[delete as appropriate]* Works insurance will apply.
 - A copy of the contract particulars is enclosed, completed as agreed.

[continued]

Letter 69 continued

Please check the contents of this letter carefully and let me know immediately if I have misunderstood your instructions or if there is any point on which you require further clarification.

Yours faithfully

Copy: Quantity surveyor [if appointed]

Letter 70

To client, regarding form of contract to be used (f)

This letter is only suitable for use with DB

Dear

Following our meeting on the *[insert date]* I thought it would be useful to confirm some preliminary decisions reached as follows:

[Delete as appropriate from the following alternatives:]

1. The contract to be used is the JCT Design and Build Contract 2005 with Amendment 1.
2. The form will be completed as follows:
 - In regard to the fourth recital, you will be described as 'a contractor' / 'not a contractor' for the purposes of the Construction Industry Scheme *[delete as appropriate]*.
 - The fifth recital, dealing with division of the Works into sections, will be deleted/retained *[delete as appropriate]*.
 - The method of final dispute resolution will be arbitration/legal proceedings *[delete as appropriate]*.
 - The contract will be executed as a deed/under hand *[delete as appropriate]*.
 - It will be advisable to make provision for clause 6.5.1 insurance *[delete as appropriate]*.
 - Schedule 3, option A/B/C *[delete as appropriate]* Works insurance is applicable.
 - Schedule 2 supplemental provisions paragraphs 1/2/3/4/5 *[delete as appropriate]* will apply.
 - A copy of the contract particulars are enclosed, completed as agreed.

[continued]

Letter 70 continued

Please check the contents of this letter carefully and let me know immediately if I have misunderstood your instructions or if there is any point on which you require further clarification.

Yours faithfully

Copy: Quantity surveyor [if appointed]

Letter 71

To client, regarding form of contract to be used (g)
This letter is only suitable for use with GC/Works/1 (1998)

Dear

Following our meeting on the *[insert date]* I thought it would be useful to confirm some preliminary decisions reached as follows:

[Delete as appropriate from the following alternatives:]

1. The contract to be used is the Standard Government Form of Contract GC/Works/1 (1998) With Quantities/Without Quantities *[delete as appropriate]*.
2. The following should be noted:
 - The minimum amount insured in respect of employer's liability in clause 8(2) is *[insert amount]*.
 - In respect of clause 8(3), alternative A/B/C *[delete as appropriate]* is required.
 - The percentage of professional fees in clause 8(3)(a) is *[insert percentage]*.
 - Clause 8A will/will not *[delete as appropriate]* apply.
 - The contractor is required to undertake the design of the following part of the Works: *[insert brief description]*. Alternative A/B *[delete as appropriate]* is required.
 - The contract period will be *[insert period]*.
 - The contract will be executed as a deed/under hand *[delete as appropriate]*.
 - A copy of the abstract of particulars is enclosed completed as agreed.

[continued]

Letter 71 continued

Please check the contents of this letter carefully and let me know immediately if I have misunderstood your instructions or if there is any point on which you require further clarification.

Yours faithfully

Copy: Quantity surveyor

Letter 72

To client, regarding the content of the Employer's Requirements
This letter is only suitable for use with DB

Dear

It is part of my duty to prepare the Employer's Requirements which will form part of the contract. It is an important document, because it is what the Contractor's Proposals must satisfy. Therefore, it must include all relevant matters. It is essential that we spend some time discussing the content and I believe that the best way to ensure maximum use of time is to have an agenda. Perhaps you would give the following items some thought before we meet. I will telephone you within the next few days after you have had the opportunity to digest the contents of this letter:

[List the matters which require consideration. They may include some or all of the following:

- *Details of site and boundaries.*
- *Details of accommodation requirements.*
- *Purposes for which the building is to be used.*
- *Any other matter likely to affect the preparation of the Contractor's Proposals and price.*
- *Statement of functional and ancillary requirements:*
 - *kind and number of buildings*
 - *density and mix of dwellings*
 - *height limitations*
 - *specific requirements for finishes.*
- *Provisional sums.*
- *Planning constraints.*
- *Restrictive or other covenants.*
- *Statutory or other permissions.*

[continued]

Letter 72 continued

- *Site requirements.*
- *The mandatory extent of the Employer's Requirements.*
- *Access restrictions.*
- *Availability of public utilities.*
- *Presentation of Contractor's Proposals.*
- *Submission of contractor's drawings.*
- *Detailed as-built drawings requirements.*
- *Stage or periodic payments.*
- *Functions of the employer's agent.*
- *Information required to complete the contract appendices.]*

Yours faithfully

Copy: Quantity surveyor [*if appointed*]

Other consultants [*if appointed*]

Letter 73

To client, enclosing concept design report

Dear

I have completed my concept design for this project and I have pleasure in enclosing *[insert number]* copies of my report and drawings numbers *[insert numbers]* illustrating the scheme.

I confirm that I will visit you on the *[insert date]* at *[insert time]* to discuss my report and to receive your instructions.

[If appropriate, add:]

Will you give special consideration to *[insert as appropriate]*.

Yours faithfully

4 Design Development

During this stage you will be finalising the brief and your design and ironing out any problems with the relevant authorities. At the end of this stage, you may think it wise to prepare a brief report to submit to your client with your presentation drawings, but you must make clear that changes in requirements after this point will not only result in extra fees, as will any change, but the project is likely to be seriously delayed.

The architect's duty is not to produce design after design until the client is satisfied, but to produce a design which satisfies the brief. Once the brief is agreed and the architect satisfies the client's brief, any changes required by the client should be treated as additional work and charged accordingly – just like any other professional.

Letter 74

To manufacturer, asking for technical literature

Dear

I should be pleased to receive full technical details of *[insert name of product]*.

Please note that I do not wish to meet your representative at this stage. If your literature indicates that your product is appropriate to my requirements, I may request further assistance in due course.

Yours faithfully

Letter 75

To manufacturer, asking representative to visit for general purposes

Dear

I am interested in *[insert name of product]* and I should be pleased if you would ask your technical representative to telephone to make an appointment to see me within *[insert time period]*.

Please note that your representative must be prepared to supply details of projects on which your product has been used successfully and fact sheets for my office library.

Yours faithfully

Letter 76

To manufacturer, asking representative to visit for special purposes

Dear

I am considering the use of *[insert name of product]* on a new project and I require some technical advice.

Please arrange for your technical representative to telephone to make an appointment to visit me at this office/meet on site *[delete as appropriate]*. Your representative should be prepared to supply precise and substantiated facts and a list of projects where *[insert name of product]* has been used successfully.

Yours faithfully

Letter 77

To manufacturer, asking for letter

Dear

Following our meeting on the *[insert date]* to discuss the use of *[insert name of product]* on this project, I am prepared to specify its use if you will write to me unequivocally confirming that *[insert name of product]* will satisfy my client's requirements. I confirm that we discussed those requirements in detail, but they may be summarised non-exclusively as *[summarise the client's requirements in respect of the product, clearly and concisely]*.

I look forward to receiving your letter by *[insert date]* at latest.

Yours faithfully

Letter 78

To local authority environmental services department,
enclosing sketch plans

Dear

I act as architect for the above development. My client is *[insert name]*.

I enclose two copies of each of drawings numbers *[insert numbers]* showing sketch plans and layout of the proposals and I should be grateful if you would examine the proposals and let me have your acceptance or comments on the refuse collection arrangements indicated.

Yours faithfully

Letter 79

To fire prevention officer, enclosing sketch plans

Dear

I act as architect for the above development. My client is *[insert name]*.

I enclose two copies of each of drawings numbers *[insert numbers]* showing sketch plans, elevations and sections of the proposal and I should be grateful if you would examine the proposals and let me have your recommendations and observations.

[You may wish to add:]

After studying your comments, I will telephone to arrange a meeting with other members of the design team to iron out any difficulties.

Yours faithfully

Letter 80

To telephone service provider, enclosing sketch layout

Dear

I refer to previous correspondence of the *[insert dates of all previous letters to and from telephone service provider]*. I enclose two copies of my preliminary layout of the site including the inlet positions of all telephone services/the telephone service *[delete as appropriate]* coloured green. This is drawing number *[insert number]*.

[Add, if appropriate:]

The cable to be diverted is shown coloured red.

[Then:]

A temporary service will be required on site for the duration of the project. It will be paid for by the main contractor who will send its order when appointed. The relevant programme dates are as follows:

Commencement of project: *[insert date]*.

Completion of project: *[insert date]*.

Telephone service required: *[insert date]*.

Diversion to be completed: *[insert date if appropriate]*.

I should be pleased if you would return one copy of the plan showing the service line[s] and any other provision required *[if cable is to be diverted, add:]* including your firm price quotation for carrying out the diversion of the cable coloured red and making good.

Yours faithfully

Letter 81

To electricity supplier, enclosing sketch layout

Dear

I refer to previous correspondence of the [*insert dates of all previous letters to and from the electricity supplier*]. I enclose two copies of my preliminary layout of the site including the inlet positions of all electrical services/the electricity service [*delete as appropriate*] coloured green. This is drawing number [*insert number*].

[*Add, if appropriate:*]

The main to be diverted is shown coloured red.

[*Then:*]

The service[s] required is/are [*delete as appropriate then insert details*]. The relevant programme dates are anticipated to be as follows:

Commencement of project: [*insert date*].

Completion of project: [*insert date*].

Electricity service required: [*insert date*].

Diversion to be completed: [*insert date if appropriate*].

I should be pleased if you would return one copy of the plan showing the service line[s] and any other provision required together with your firm price quotation for carrying out the work [*if main is to be diverted, add:*] including diversion of the main and all necessary making good.

Yours faithfully

Letter 82

To gas supplier, enclosing sketch layout

Dear

I refer to previous correspondence of the *[insert dates of all previous letters to and from the gas supplier]*. I enclose two copies of my preliminary layout of the site including the inlet positions of all gas services/the gas service *[delete as appropriate]* coloured green. This is drawing number *[insert number]*.

[Add, if appropriate:]

The main to be diverted is shown coloured red.

[Then:]

The relevant programme dates are anticipated to be as follows:

Commencement of project: *[insert date]*.

Completion of project: *[insert date]*.

Gas service required: *[insert date]*.

Diversion to be completed: *[insert date if appropriate]*.

I should be pleased if you would return one copy of the plan showing the service line[s] together with your firm price quotation for carrying out the work *[if main is to be diverted, add:]* including diversion of the main and all necessary making good.

Yours faithfully

Letter 83

To water supplier, enclosing sketch layout

Dear

I refer to previous correspondence of the [*insert dates of all previous letters to and from the water supplier*]. I enclose two copies of my preliminary layout of the site including the inlet positions of all water services/the water service [*delete as appropriate*] coloured green. This is drawing number [*insert number*].

[*Add, if appropriate:*]

The main to be diverted is shown coloured red.

[*Then:*]

The relevant programme dates are anticipated to be as follows:

Commencement of project: [*insert date*].

Completion of project: [*insert date*].

Water service required: [*insert date*].

Diversion to be completed: [*insert date if appropriate*].

I should be pleased if you would return one copy of the plan showing the service line[s] together with your firm price quotation for carrying out the work [*if main is to be diverted, add:*] including diversion of the main and all necessary making good.

Yours faithfully

Letter 84

To highway authority, enclosing sketch layout

Dear

I refer to previous correspondence of the [*insert dates of all previous letters to and from the highway authority*]. I enclose two copies of my preliminary layout of the site including all proposed roads, footpaths and means of ingress and egress. This is drawing number [*insert number*].

I should be pleased to receive your approval or comments in detail so that I can make progress in completing my design. In particular, may I have your observations on the following:

[*Delete as appropriate from the following:*]

1. Road and footpath widths.
2. Sight lines.
3. Diversion of existing highway.
4. Stopping of existing highway.
5. Street lighting.
6. Procedure for obtaining formal consent from your authority to the enclosed proposals.
7. Procedure for obtaining consent to the adoption of the roads and footpaths coloured green.

Yours faithfully

Letter 85

To environmental health authority, regarding Clean Air Acts

Dear

I understand that the above development may be subject to special design requirements under the Clean Air Acts.

I enclose two copies of each of my drawings numbers [*insert numbers*] and I should be pleased to receive your comments.

Since design development is continuing, I will telephone you during the next few days in order to obtain your initial reactions to the scheme.

Yours faithfully

Letter 86

To client, advising that additional requirements will cause the cost to rise above budget

Dear

I refer to our meeting yesterday *[or state the date of the meeting]* to discuss your further requirements. These were:

[Briefly list the additional requirements]

I have now had the opportunity to broadly consider the financial effect of these requirements and it appears that, if the design is to be amended to incorporate them, your budget for the project will be exceeded by a substantial amount.

Since I do not have any particular expertise in the field of construction costs, I have given details to your quantity surveyor. I understand that your quantity surveyor will be in a position to report on costs by *[insert date]* and I look forward to discussing the matter with you then.

Yours faithfully

Copy: Quantity surveyor

Letter 87

To client, enclosing final draft of Employer's Requirements
This letter is only suitable for use with DB

Dear

I have now completed and enclose the final draft of the 'Employer's Requirements' for this project.

The document is lengthy. Its aim is twofold. First, to set the parameters within which the contractors can prepare their tenders. Secondly, to make clear those elements that are mandatory. Please read it through carefully to see that I have included all those matters about which you are particularly concerned.

Hopefully, at this stage, any changes to the document will be minor. If the programme is to be met, I should be grateful for your comments by *[insert date]* at the latest.

Yours faithfully

Letter 88

To client, enclosing the scheme design report

Dear

I have pleasure in enclosing my scheme design report and drawings numbers [insert numbers] showing my detailed proposals for this project.

I confirm that I will meet you on [insert date] at [insert time] at [insert place] and I look forward to discussing matters arising from my report and taking your instructions for the next stage.

[If appropriate, add:]

I should be grateful if you would carefully consider [insert as appropriate] before our meeting.

Yours faithfully

Letter 89

To client, regarding modification of the brief

Dear

I confirm your approval of the scheme design shown on my drawing number [insert drawing number] subject to the following modifications:

[Briefly describe the modifications]

I am now completing the detailed design with all speed. Any modifications to the brief after this point would have serious effect on the time schedule for the project and, since redesigning would be necessary, extra fees would be chargeable.

Yours faithfully

Letter 90

To client who cannot understand why redesigning costs extra fees

Dear

Thank you for your letter dated [*insert date*]/I refer to our telephone conversation today [*delete as appropriate*] regarding additional fees for redesign and I understand that you do not believe such fees are justified.

The position is relatively straightforward. When appointed, I undertook [*if applicable, add: ', among other things,'*] to use reasonable skill and care to design a building which would satisfy your brief. The formulation of the brief proceeds in stages, as does the design of the building. A client sometimes incorrectly thinks that 'design development' means a continuous process of changing the design to suit changes of mind of the client until the client is satisfied. Of course, it is perfectly possible to proceed like that, but it is inefficient and rather expensive, because I would have to charge for the whole design phase of the project on a time basis since it is not possible to estimate in advance the number of changes a client may require. 'Design development' is effectively a process of designing from broad concepts to greater and greater detail.

The true situation is that, in discussion with you, an initial brief was established, embracing all the fundamental decisions. I produced a design in outline to satisfy that initial brief. After that, your detailed requirements were established and fed into the design process resulting in a design at this point which addresses the whole of your requirements. Once the brief has been satisfied by the design at a particular stage, I have concluded my obligations to that stage and to revisit the brief and, necessarily, the design, will involve additional fees.

I hope I have clarified the position for you, but if you have any further concerns, please do not hesitate to discuss them with me.

Yours faithfully

Letter 91

To client, confirming instruction to do extra work

Dear

I refer to the meeting/telephone conversation [*delete as appropriate*] yesterday when you instructed me to [*insert a brief description of the instruction*].

This work is not included in the services I undertook to perform under the terms of engagement. It falls under the category of extra work and clause 5.6 [*substitute '22' when using SW/99, 'A5.8.1' when using S-Con-07-A or '5.5' when using C-Con-07-A*] refers. I am delighted to carry it out, but I must advise you that I will charge on a time basis at the rate of [*insert the rate stated in the terms of engagement*].

Yours faithfully

5 Technical Design

It is drawing board rather than desk during this stage when all the details should be finalised, but you must stress that, at the end, the proposals can only be altered at considerable expense.

Letter 92

To client, regarding promptness of decisions

Dear

This is perhaps an opportune moment to ask you to review your arrangements for providing urgent decisions.

Although I am always ready to give you my professional advice where appropriate, I am sure you appreciate that there will be certain points during the progress of the project when I must refer to you for a decision.

In such circumstances, it is essential to obtain a quick decision in the interests of avoiding delays and extra costs.

If it is possible for you to nominate one person with full powers to make any urgent decisions, that would be entirely satisfactory.

Yours faithfully

Letter 93

To client, regarding modifications to size, shape, location or cost

Dear

I confirm that the detailed design work for the above project is now complete and I am about to commence preparing the production information necessary for construction.

I know that you appreciate the problems caused by changes of mind at this stage. Any further alterations to the size, shape, detailed design, location or cost of the project will make much of the completed work abortive which, in turn, will involve delays and additional fees.

Yours faithfully

6 Production Information

Most architects would agree that this is the busiest stage; the constructional drawings and schedules must be prepared, outstanding approvals obtained and arrangements put in hand for tendering for sub-contract, for supply and for main contract work. Where DB 05 is being used, you will be busily engaged in putting together the Employer's Requirements. Since it is essentially a performance specification, its composition is no mean task. Meanwhile the client, who is aware that virtually all the detailed design decisions have been taken, is finding it difficult to understand why work on site cannot proceed immediately.

Fortunately, a good many of the administrative letters can be standard. It has been assumed that you will be applying for approval under the Building Regulations in the usual way. This would appear to be the pattern in the future. If you intend to deal with the Building Regulations under one of the possible alternatives, you must produce your own letter to suit.

Tendering can be a long process if measured from the point of collection of names for the tender list. To start as early as possible is the answer. All architects have their own lists of contractors who have done good work in the past, but you must check with the client. Never simply accept a name, carry out your own checks and do not hesitate to tell your client if you are doubtful about the financial standing or capability of a firm which the client asks to be included. Never recommend a contractor to your client, it is not your place to do so and it is very dangerous, because you cannot know whether changes in a company's personnel or their financial situation will cause them to produce a vastly different result from what you have come to expect from them.

Letter 94

To client, requesting fees for Building Regulations application

Dear

I anticipate being in a position to make application for Building Regulation approval on the *[insert date]*. The local authority is required to charge fees in accordance with a schedule of charges. The application will not be considered until the correct fee is received by the authority.

I have calculated the fee payable in respect of this application as *[insert amount]* and I should be pleased to receive your cheque for this amount which you should draw in favour of *[insert name of authority]*. Please note that after the authority have carried out their first inspection on site, a further fee will become payable in accordance with the scale.

Please let me know if you require further information.

Yours faithfully

Letter 95

To client, requesting fees for Planning and Building Regulations application

Dear

I anticipate being in a position to make application for full planning permission and approval under the Building Regulations on the *[insert date]*. A separate fee is payable in respect of each application. Until the fee is received by the authority, the application will not be considered.

I have calculated the fees payable as follows:

Planning application: *[insert amount]*.

Building Regulations application: *[insert amount]*.

I should be pleased if you would draw a single cheque in the sum of *[insert total amount]* in favour of *[insert name of authority]*. If you will send the cheque to me, I will attach it to the application. Please note that after the authority has carried out its first inspection on site under the Building Regulations, a further fee will become payable in accordance with the scale.

Please let me know if you require any further information.

Yours faithfully

Letter 96

To planning authority, requesting approval of reserved matters

Dear

I refer to planning permission number *[insert number]* granted on the *[insert date]* in respect of the above development. I now formally apply on behalf of my client *[insert name]* for approval of the following reserved matters:

[List the reserved matters exactly as they appear on the original permission. If approval is sought for certain matters only, list only those matters.]

In support of this application, I enclose three copies of drawings numbers *[insert numbers]*.

If there is likely to be any difficulty in obtaining approval, I should appreciate a telephone call so that such difficulties can be resolved as soon as possible.

Yours faithfully

Copy: Client

Letter 97

To planning authority, applying for full planning approval

Dear

I refer to my discussions with your *[insert name]* with regard to this proposal and outline planning permission dated *[insert date]*. I now formally submit an application for full planning permission on behalf of my client *[insert name]*.

I enclose:

1. Three copies of the completed form of application.
2. Three copies of drawings numbers *[insert numbers]*.
3. The fee of *[insert amount of fee as appropriate. If no fee is payable, delete this item]*.
4. Certificate A/B/C/D *[delete as appropriate]*.

If there are any matters which could prevent or delay the granting of full planning permission, I should appreciate a telephone call so that such matters can be resolved as quickly as possible.

Yours faithfully

Letter 98

To planning authority, applying for full planning permission and Building Regulations approval

Dear

I refer to my discussions with *[insert name]* in your planning department and *[insert name]* in building control. Outline planning permission number *[insert number]* was granted on *[insert date]*. I now formally submit an application for full planning permission and approval under the Building Regulations on behalf of my client *[insert name]*.

I enclose:

1. Five copies of the completed form of application.
2. Five copies of drawings numbers *[insert numbers]*.
3. The fee of *[insert amount of fee as appropriate. If no fee is payable, delete this item]*.
4. Certificate A/B/C/D *[delete as appropriate]*.

Formal consultations have been carried out with HM Factory Inspectorate (Health and Safety Executive) and the appropriate certificate is enclosed.

If there are any matters which could prevent or delay granting of planning permission or approval under the Building Regulations, I should be grateful if you would telephone me immediately so that such matters can be resolved without delay.

Yours faithfully

Copy: Client

Letter 99

To local authority, requesting Building Regulations Approval

Dear

I refer to my discussions with *[insert name]* in your building control department. I now formally submit an application for approval under the Building Regulations on behalf of my client *[insert name]*.

I enclose:

1. Two copies of the completed form of application.
2. Two copies of drawings numbers *[insert numbers]*.
3. The fee of *[insert amount of fee as appropriate. If no fee is payable, delete this item]*.

[Add, if appropriate:]

I have commenced/completed *[delete as appropriate]* formal consultations with HM Inspectorate (Health and Safety Executive) and a fire certificate is enclosed/will be forwarded in the near future *[delete as appropriate]*.

I should appreciate a telephone call if any point arises which might prevent or delay approval.

Yours faithfully

Letter 100

To HM Inspectorate (Health and Safety Executive),
applying for fire certificate

Dear

I understand that the above development is of a nature that requires me to carry out formal consultations with HM Inspectorate in order to obtain a fire certificate under the Fire Certificate (Special Premises) Regulations 1976.

I enclose two copies of each of drawings numbers [*insert numbers*] showing details of my proposals which I hereby submit on behalf of my client [*insert name*].

An application for approval under the Building Regulations is being submitted to [*insert name of authority*] at [*insert address*] during the course of the next few days and I should appreciate it if you would inform me if you require any further information.

Yours faithfully

Copy: Client

Letter 101

To client, regarding main contractor tender list

Dear

In accordance with the agreed timetable for this project, I shall be inviting tenders on your behalf on or about the *[insert date]* using the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997.

I will discuss the tendering procedure with you in more detail, but at this stage I should be pleased to know if you wish to nominate any contractors for inclusion on the tender list. I already have several contractors in mind who could be suitable, and when I have completed the necessary enquiries I will meet you to draw up the final list.

Yours faithfully

Letter 102

To client, regarding main contractor tender list if two stage tendering is to be used

Dear

In accordance with the agreed timetable for this project, I shall be inviting tenders on your behalf on or about the *[insert date]* using the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997 as discussed at our recent meeting. Two stage tendering appears to be the most appropriate procedure in this instance and I confirm that you understand that this is not as immediate or straightforward as single stage selective tendering.

I should be pleased to know if you wish to nominate any contractors for inclusion on the tender list. I already have several contractors in mind that could be suitable, and when I have completed the necessary enquiries I will meet you to draw up the final list.

Yours faithfully

Letter 103

To client, confirming tender details

Dear

Following our discussions on the *[insert date]*, I thought it would be useful to confirm the decisions you made with regard to the invitation of tenders as follows:

1. Contractors to be invited to tender: *[list]*.
2. Period of time allowed for tendering: *[insert period]*.
3. Date, time and place for receipt of tenders: *[insert details]*.
4. Tender to remain open for acceptance for: *[insert period]*.
5. The overall price/pricing document *[delete as appropriate]* will be dominant under paragraph 4.7 of the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997.

Yours faithfully

Letter 104

To donor, returning gift

Dear

Thank you for your gift which I received today.

I am sure that you understand that I cannot allow anything to throw the slightest doubt upon my professional integrity. For this reason I am following my usual policy and returning the gift to you.

That is not to say, however, that I do not appreciate the thought which prompted your action.

Yours faithfully

Letter 105

To prospective named sub-contractor/person, enquiring if willing to submit a tender

This letter is only suitable for use with IC, ICD or DB

Dear

I have been instructed by my client, *[insert name]*, to prepare a list of firms willing to tender for *[insert nature of work]* on the above project. Please inform me in writing, not later than *[insert date]* if you wish to be included. If you are unable to tender on this occasion, it will not prejudice your inclusion on tender lists for other projects under my direction, but you should note that your agreement to tender does not guarantee that you will receive an invitation to do so. The following is set out for your information: *[Insert information appropriate to your project in the following items:]*

1. Name of project:
2. Name of employer:
3. Name of architect:
4. Name of quantity surveyor:
5. Name of consultants:
6. Site address:
7. General description of work:
8. Approximate cost range:
9. Form of main contract to be used *[IC, ICD or DB]*:
10. Contract clauses to be deleted:
11. Special additional clauses:
12. Form of sub-contract to be used:
13. Sub-contract clauses to be deleted:
14. Special additional sub-contract clauses:
15. The contract is to be executed under hand/as a deed *[delete as appropriate]*.

[continued]

Letter 105 continued

16. Anticipated date for possession in main contract:
17. Period for completion of the main contract Works:
18. Approximate date for despatch of tender documents:
19. Tender period:
20. Tender to remain open for acceptance for [*insert figure*] weeks.
21. Liquidated damages in main contract:

Yours faithfully

Letter 106

To prospective contractor, enclosing questionnaire

Dear

I anticipate inviting tenders for the above project on or about *[insert date]*. The Works will consist of *[insert brief description]*. If you wish to be considered for inclusion on the list of contractors invited to tender, please let me have the following information by *[insert date]*:

1. Names and addresses of all directors.
2. Address of your registered office.
3. Share capital of the firm.
4. Annual turnover during the last three years.
5. Number and positions of all office-based staff.
6. Number of site operatives permanently employed in each trade.
7. Number of trained supervisory staff permanently on site.
8. Number and value of current contracts on site.
9. Address, date of completion and value of three projects of similar character to that for which tenders are to be invited and which have been carried out by your firm recently.
10. Names and addresses of clients, architects and quantity surveyors connected with the projects noted in 9 above and to whom reference may be made.

Yours faithfully

Letter 107

To referee, regarding suitability of contractor

Dear

[*Insert name of contractor*] has informed me that it has recently completed a project for you. I am considering including it in the list of tenderers to carry out the above work which will consist of [*insert brief description of the work*].

I should be grateful if you would complete the following questions and return them to me in the enclosed stamped addressed envelope. Your answers and any other comments you care to make will remain strictly confidential.

1. Would you use this firm again?
2. How would you describe the quality of workmanship relative to the quality specified?
3. Was site supervision satisfactory?
4. Was head office organisation satisfactory?
5. Were staff helpful and efficient?
6. Were relations good between the contractor, sub-contractors, named sub-contractors, suppliers and contractors directly engaged by the employer?
7. So far as you are aware, did the contractor pay its sub-contractors and suppliers promptly and in full?
8. Does this firm normally complete on time in your experience?
9. Do you consider its attitude to claims fair and reasonable?

Yours faithfully

Letter 108

To contractor, enquiring if contractor is willing to submit a tender

Dear

I have been instructed by my client, *[insert name]*, to prepare a list of firms willing to tender for the above project. Please inform me in writing, not later than *[insert date]*, if you wish to be included. If you are unable to tender on this occasion, it will not prejudice your inclusion on tender lists for other projects under my direction, but you should note that your agreement to tender does not guarantee that you will receive an invitation to do so.

The tendering procedure will be in accordance with the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997 and all firms wishing to be included on the tender list will be deemed to have fully informed themselves of its contents. The following is set out for your information:

[Insert information appropriate to your project in the following items:]

1. Name of project:
2. Name of employer:
3. Name of architect:
4. Name of quantity surveyor:
5. Name of consultants:
6. Site address:
7. General description of work:
8. Approximate cost range:
9. Items for which it is anticipated that named sub-contractors will be used:
10. Form of contract to be used:
11. Contract clauses to be deleted:
12. Special additional clauses:

[continued]

Letter 108 continued

13. Examination and correction of priced bills: the overall price/pricing document [*delete as appropriate*] will be dominant under paragraph 4.7 of the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997.
14. The contract is to be executed under hand/as a deed [*delete as appropriate*].
15. Anticipated date for possession:
16. Period for completion of the Works:
17. Approximate date for despatch of tender documents:
18. Tender period:
19. Tender to remain open for acceptance for [*insert figure*] weeks.
20. Liquidated damages:
21. An advanced payment of [*insert amount*] will be made/ An advanced payment will not be made [*delete as appropriate*].
22. Bond(s) required:

Yours faithfully

Letter 109

To unsuccessful sub-contractors and suppliers

Dear

Your tender for *[insert description of work or goods]* was not successful.

Tenders received were as follows:

[List amounts in ascending order. Names of tenderers may also be listed, separately, in alphabetical order unless to do so would make it possible to link tenderers with amounts.]

You may be assured that I will be happy to approach you again on future occasions.

Yours faithfully

Letter 110

To client, confirming the amount of liquidated damages

Dear

Following our meeting of the *[insert date]*, I confirm that the figure which you have agreed as liquidated and ascertained damages to be inserted in the contract documents is *[insert amount]* per week. The figure is calculated as follows:

[List and total the weekly sums taken into account.]

Yours faithfully

Copy: Quantity surveyor

7 Tender Documentation

There are few standard letters during this stage. You will be clearing up items outstanding from the last stage, answering questions from the quantity surveyor and probably completing some drawings.

You must decide whether to recommend the appointment of a clerk of works so that the appropriate provision can be made in the bills of quantities. Some clients offer initial resistance to the idea of a clerk of works, presumably because they object to paying additional money to someone to carry out what they see as being your function. You must be firm.

Preparation of the tender documents takes place at this time. Although it is almost traditional to leave this task to the quantity surveyor, it is vital that you involve yourself thoroughly in the process if the building you have in mind is to be properly realised.

This may be the time when you realise that despatch of tenders will be delayed. As soon as you have some idea of the length of the delay, notify the tenderers. It is not only courteous; it makes good sense to keep them informed. Otherwise you may suffer the embarrassment, to say the least, of having some of your documents returned.

Letter 111

To client, if clerk of works required

Dear Sir

This appears to be a suitable time to consider the appointment of a clerk of works for this project. The duty of a clerk of works is to act as an inspector of the Works on your behalf and under my direction.

It is my view that the size/complexity/nature [*delete as appropriate*] of the Works demands constant/frequent [*delete as appropriate*] inspections and I recommend the employment of a clerk of works in a full-time/part-time [*delete as appropriate*] basis in accordance with clause 3.10 [*delete the remainder of the sentence after 'basis' when using SW/99 or C-Con-07-A; substitute 'A2.2.4' when using S-Con-07-A*] of the terms of engagement.

It is normal practice for you to appoint the clerk of works directly, but I shall be happy to advise you about the administrative details involved. Perhaps you will telephone when you have had a chance to consider the matter.

Yours faithfully

Letter 112

To all contractors on tender list, if date delayed

Dear

I refer to your letter of the *[insert date]* indicating your willingness to submit a tender for the above project.

Unforeseen circumstances have obliged me to reassess the date for despatch of tender documents. The date for despatch is now expected to be *[insert date]*.

I should be grateful if you would check your programme and confirm, by return if possible, that you are still willing to submit a tender.

Yours faithfully

8 Tender Action

It is recommended that you follow the procedure laid down in the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997. The standard letters have been composed on that basis. Keep your client informed. Usually, the client will wish to be present when tenders are opened. If not, it is good practice to open them in the presence of a witness.

During this stage, tenders must be assessed and unsuccessful tenderers notified. The tendering process must be followed strictly or the consequences for the employer could be severe. Care must be taken with the acceptance of tenders.

Letters of intent are rarely a good idea. At best they permit work to start before a formal contract is executed. However, circumstances may dictate that such a letter must be issued and you must give your client appropriate advice.

Letter 113

To client, regarding letter of intent to named sub-contractors and suppliers

Dear

In response to your instructions received on the *[insert date]*, I enclose a draft letter of intent which I propose to send to the following sub-contractors/suppliers *[delete as appropriate]*:

[List firms and immediate work or goods required.]

I should be pleased to receive your agreement as soon as possible.

Yours faithfully

Letter 114

To named sub-contractor or supplier: letter of intent

Dear

My client, *[insert name]*, has instructed me to inform you that your tender of the *[insert date]* in the sum of *[insert amount]* for *[insert the nature of the work or goods]* is acceptable and that I intend to instruct the main contractor to enter into a sub-contract/place an order *[delete as appropriate]* after the main contract has been signed.

It is not my client's intention that this letter should be evidence of a binding contract. However, my client is prepared to instruct you to *[insert details of the limited nature of the work or goods required]*. If, for any reason whatsoever, no contract is entered into with you for this work/these goods *[delete as appropriate]*, my client's commitment will be strictly limited to payment, through the main contractor, for *[insert the limited nature of the work or goods required]*.

No other work/goods *[delete as appropriate]* included in your tender must be carried out/supplied *[delete as appropriate]* without a further written order. No further obligation is placed upon my client and no obligation whatsoever, under any circumstances, is placed upon me.

Yours faithfully

Letter 115

To contractor, inviting it to tender if bills of quantities included

This letter is not suitable for use with DB

Dear

I refer you to your letter of the [*insert date*] in which you expressed a willingness to submit a tender for the above project. I now have pleasure in enclosing the following:

1. Two copies of the bills of quantities.
2. Two copies of each of drawings numbers [*insert numbers*] giving a general indication of the scope and character of the Works.
These will become the contract drawings.
3. Two copies of the form of tender.
4. An addressed envelope for the return of the tender and instructions relating thereto.

Please note the following:

- a. A full set of drawings may be inspected at [*insert place*].
- b. The site may be inspected by arrangement with [*insert the person and telephone number*].
- c. Tendering will be in accordance with the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997.
- d. Examination and adjustment of priced bills – the overall price/pricing document [*delete as appropriate*] will be dominant under paragraph 4.7 of the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997.
- e. The employer is not bound to accept the lowest or any tender.

[*continued*]

Letter 115 continued

The completed form of tender is to be sealed in the endorsed envelope provided and must arrive at *[insert place]* not later than *[insert time]* on *[insert date]*.

Tenders will be assessed on the basis of price *[if appropriate add any other criteria and indicate the respective importance, including a detailed weighting system if relevant]*.

Please acknowledge safe receipt of this letter together with the enclosures noted and confirm that you will submit a tender in accordance with these instructions.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 116

To contractor, inviting it to tender if bills of quantities not included

This letter is not suitable for use with DB

Dear

I refer to your letter of the *[insert date]* in which you expressed willingness to submit a tender for the above project. I now have pleasure in enclosing the following:

1. Two copies of the specification/schedule of rates/schedule of activities/work schedules *[delete as appropriate]*.
2. Two copies of each of drawings numbers *[insert numbers]*. These will become the contract drawings.
3. Two copies of the form of tender.
4. An addressed envelope for the return of the tender and instructions relating thereto.

Please note the following:

- a. The site may be inspected by arrangement with *[insert the person and telephone number]*.
- b. Tendering will be in accordance with the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997.
- c. The employer is not bound to accept the lowest or any tender.

The completed form of tender is to be sealed in the endorsed envelope provided and must arrive at *[insert place]* not later than *[insert time]* on *[insert date]*.

[continued]

Letter 116 continued

Tenders will be assessed on the basis of price [*if appropriate add any other criteria and indicate the respective importance, including a detailed weighting system if relevant*].

Please acknowledge safe receipt of this letter together with the enclosures noted and confirm that you will submit a tender in accordance with these instructions.

Yours faithfully

Copies: Employer
Quantity surveyor [*if appointed*]

Letter 117

To contractor, inviting it to tender

This letter is only suitable for use with DB

Dear

I refer to your letter dated *[insert date]* in which you expressed a willingness to tender for the above project. I now have pleasure in enclosing the following:

1. Two copies of the Employer's Requirements.
2. Two copies of the form of tender.
3. An addressed envelope for the return of the tender and instructions relating thereto.

Please note the following:

- a. The site may be inspected by arrangement with *[insert the person and telephone number]*.
- b. Tendering will be in accordance with the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997.
- c. The employer is not bound to accept the lowest or any tender.

The completed form of tender is to be sealed in the endorsed envelope provided and must arrive at *[insert place]* not later than *[insert time]* on *[insert date]*.

Tenders will be assessed on the basis of price *[if appropriate add any other criteria and indicate the respective importance, including a detailed weighting system if relevant]*.

[continued]

Letter 117 continued

Please acknowledge safe receipt of this letter together with the enclosures noted and confirm that you will submit a tender in accordance with these instructions.

Yours faithfully

Copy: Employer

Letter 118

To client and quantity surveyor, enclosing copy of invitation to tender

Dear

I have today sent tender documents to all the contractors on the agreed list of tenderers for the above project. A copy of my covering letter is enclosed for your information.

Yours faithfully

Letter 119

To all contractors, regarding questions during the tender period

Dear

I refer to the invitation to tender sent to you on *[insert date]* in respect of the above project.

The following is a list of all the questions which have been asked and the replies given at today's date:

[List questions and answers clearly and concisely.]

The above information and clarification is to be taken as part of, and will override, the tender documentation as indicated.

[Add, if appropriate:]

Please note that the date for receipt of tenders has been changed to *[insert new date]* to take account of the above amendments. The time and place for receipt of tenders remains unchanged.

Yours faithfully

Copy: Quantity surveyor

Letter 120

To client, regarding opening of tenders

Dear

I refer to our recent telephone conversation and confirm that main contract tenders should be received at this office on *[insert date]*. The deadline for receipt of tenders is *[insert time]*.

Tenders will be opened at *[insert time]* after you arrive. I have spoken to *[insert name]*, the quantity surveyor, who has arranged to be present to assist in assessing the tenders.

I look forward to seeing you.

Yours faithfully

Copy: Quantity surveyor

Letter 121

To contractor who submits a qualified tender

Dear

Tenders for the above project were opened on *[insert date]* and it was noted that you had submitted a qualified tender.

The invitation to tender sent to you on the *[insert date]* stated that tendering was to be in accordance with the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997, which prohibits non-compliant tenders by clause 4.2.

Therefore, your tender is rejected.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 122

To contractor who submits a qualified tender if insufficient compliant tenders received

Dear

Tenders for the above project were opened on *[insert date]* and it was noted that you had submitted a qualified tender.

The invitation to tender sent to you on the *[insert date]* stated that tendering was to be in accordance with the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997 which prohibits non-compliant tenders by clause 4.2.

If you will notify me in writing by close of business on *[insert date]* that you will remove the qualifications so as to make the tender compliant without any amendment to the price, your tender will be considered. Otherwise, your tender will be rejected.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 123

To contractors who submit the second and third lowest tenders

Dear

Tenders for the above project were opened on the *[insert date]* and I have to inform you that your tender was second/third *[delete as appropriate]* lowest.

Although not the most favourable, it may be that circumstances dictate that your tender will be given further consideration, in which case I will notify you again. I will, of course, notify you immediately if a final decision is taken to accept another tender.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 124

To contractors not among the three lowest tenderers

Dear

Tenders for the above project were opened on the [*insert date*] and I have to inform you that your price was not among the lowest three submitted.

Although you were not successful in this instance, you can be sure that it will not adversely affect future enquiries from this office.

A full list of all the prices submitted will be sent to you in due course.

Yours faithfully

Letter 125

To contractors who submit the second and third lowest tenders if another tender accepted

Dear

I refer to my letter of the *[insert date]*.

My client has decided to accept another tender. I thank you for being prepared to stand by your tender and, although you were not successful in this instance, you can be sure that it will not adversely affect future enquiries from this office.

A full list of all the prices submitted will be sent to you in due course.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 126

To contractor who submits the lowest tender, but with errors to be dealt with when overall price is dominant

Dear

The quantity surveyor has now completed the examination of your priced bills/priced document [*delete as appropriate*] in connection with the above project and the following errors have been detected:

[*List errors by page and item number.*]

The overall price is dominant and, in accordance with paragraph 4.7 of the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997, you may now stand by or withdraw your tender.

If you confirm your tender, an endorsement will be added to the priced bills/priced document [*delete as appropriate*] indicating that all rates or prices (excluding preliminary items, contingencies, prime cost and provisional sums) inserted therein are to be considered as reduced/increased [*delete as appropriate*] in the same proportion as the corrected total of priced items falls short of/exceeds [*delete as appropriate*] such items.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 127

To contractor who submits lowest tender, but with errors to be dealt with where priced document is dominant

Dear

The quantity surveyor has now completed the examination of your priced bills/priced document [*delete as appropriate*] in connection with the above project and the following errors have been detected:

[List errors by page and item number.]

The pricing document is dominant and, in accordance with paragraph 4.7 of the Construction Industry Board Code of Practice for the Selection of Main Contractors 1997, please provide an amended tender price to accord with your rates.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 128

To contractor, accepting tender subject to formal documents
Special delivery

Dear

I am instructed to inform you that my client [*insert name*] accepts your tender dated [*insert date*] in the sum of [*insert amount in words*] for the above work in accordance with drawings numbers [*insert numbers*] and the bills of quantities [*or specification*] subject to the execution of formal documents.

As agreed by telephone today, the date for possession will be [*insert date*], and consequently the date for completion will be [*insert date*].

Formal documents are being prepared and they will be forwarded to you for signing/executing as a deed [*delete as appropriate*] within the next few days.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 129

To contractor, accepting tender and forming contract immediately
Special delivery

Dear

I am instructed to inform you that my client [*insert name*] accepts your tender dated [*insert date*] in the sum of [*insert amount in words*] for the above work in accordance with drawings numbers [*insert numbers*] and the bills of quantities [*or specification*] and the terms of the contract noted in the preliminaries section of the bills of quantities [*or specification*].

As agreed by telephone today, the date for possession will be [*insert date*], and consequently the date for completion will be [*insert date*].

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 130

To consultants, regarding successful tenderer

Dear

Tenders were opened on the *[insert date]* and the successful tenderer was *[insert name]* of *[insert address]*.

Work on site is expected to commence on *[insert date]* and you should finalise all your preparations with this date in mind.

I have arranged a meeting, at which the contractor will be present, on the *[insert date]*. Please confirm that you will attend.

Yours faithfully

Letter 131

To unsuccessful tenderers

Dear

I refer to my letter of the *[insert date]* and I confirm that your tender for the above work was not successful.

Tenders received were as follows:

[List amounts in ascending order. Names of tenderers may also be listed, separately, in alphabetical order unless to do so would make it possible to link tenderers with amounts.]

Yours faithfully

9 Mobilisation

Prepare the contract documentation yourself. Do not leave it to the quantity surveyor or to your client's solicitor. Letters of intent can be dangerous, although at times they are inevitable. Get expert opinion on the draft letter when you have written it.

Check and make sure that all insurances have been taken out by the appropriate party under the contract and advise the employer to seek advice on the policies from an insurance broker. Keep a checklist, particularly for those insurances which are left by the contract to be taken out only if the employer so wishes. Be sure that the contractor has obtained any performance, advance payment and offsite materials bonds which it is to obtain under the provisions of the contract. It is a sound idea to have a condition precedent written into the contract making it unenforceable unless the bond is in place.

During this stage, all necessary preparations must be made for a start on site and you should take the opportunity to confirm with the contractor any points about the duties of the clerk of works which may otherwise cause trouble later. A number of standard letters are included which deal with some of the common items which should be confirmed before stage K.

Letter 132

To contractor, enclosing the contract documents
Special delivery

Dear

I refer to my letter of the *[insert date]* notifying acceptance of your tender for the above work *[if appropriate add: 'subject to the execution of formal documents']*. I now have pleasure in enclosing two copies of the contract documents as follows:

1. *[Insert name of particular form of building contract together with all the official amendment numbers and years and any supplements.]*
2. Priced bills of quantities/specification/Employer's Requirements/ Contractor's Proposals/Contract Sum Analysis *[delete as appropriate]*.
3. *[Any other relevant document, for example, a reduction bill.]*
4. Drawings numbers *[insert numbers]*.

Please examine the documents carefully, then:

- a. *[If executed as a deed by a corporate body]* Two directors, or one director and the company secretary, must sign the appropriate attestation clause in the printed form of contract. *[If executed as a deed by an individual]* Sign the appropriate attestation clause in the printed form of contract and have the signature witnessed. *[If a deed under seal]* Sign and have witnessed the appropriate attestation clause in the printed form of contract and fix your seal in the place indicated. *[If under hand]* Sign and have witnessed the appropriate attestation clause in the printed form of contract.
- b. Initial the printed forms of contract where indicated.

[continued]

Letter 132 continued

- c. Sign and have witnessed the priced bills [*or specification, or Employer's Requirements and Contractor's Proposals and the Contract Sum Analysis*] and each of the drawings as indicated.

Please return all the documents to me and, after completion by the employer, one set will be returned to you.

Yours faithfully

Letter 133

To client, enclosing the contract documents
Special delivery

Dear

I have pleasure in enclosing two copies of the contract documents, already executed by the contractor, as follows:

1. *[Insert name of particular form of building contract together with all the official amendment numbers and years and any supplements.]*
2. Priced bills of quantities/specification/Employer's Requirements/ Contractor's Proposals/Contract Sum Analysis *[delete as appropriate]*.
3. *[Any other relevant document for example, a reduction bill.]*
4. Drawings numbers *[insert numbers]*.

Please examine the documents carefully, then:

- a. *[If executed as a deed by a corporate body]* Two directors, or one director and the company secretary must sign the appropriate attestation clause in the printed form of contract. *[If executed as a deed by an individual]* Sign the appropriate attestation clause in the printed form of contract and have the signature witnessed. *[If a deed under seal]* Sign and have witnessed the appropriate attestation clause in the printed form of contract and fix your seal in the place indicated. *[If under hand]* Sign and have witnessed the appropriate attestation clause in the printed form of contract.
- b. Initial the printed form of contract where indicated.
- c. Sign and have witnessed the priced bills *[or specification, or Employer's Requirements and Contractor's Proposals and Contract Sum Analysis]* and each of the drawings as indicated.

Please return all the documents to me so that I can date them.

Yours faithfully

Letter 134

To contractor, returning one copy of the contract documents

Dear

I have pleasure in enclosing one copy of the contract documents, duly completed by the employer, for your retention.

Yours faithfully

Letter 135

To client, regarding letter of intent to contractor

Dear

Following your instructions of the *[insert date]* I enclose a draft letter of intent which I propose to send to the successful tenderer.

I should be pleased to have your agreement as soon as possible to avoid delay. If you have any observations, I should be grateful if you would telephone me before *[insert date]*.

Yours faithfully

Letter 136

To contractor: letter of intent

Dear

My client [*insert name*], has instructed me to inform you that your tender of the [*insert date*] in the sum of [*insert amount*] for [*insert the nature of the work*] is acceptable and that I intend to prepare the main contract documents for signature subject to my client [*insert the appropriate provisos*].

It is not my client's intention that this letter should be evidence of a binding contract. However, my client is prepared to instruct you to [*insert details of the limited nature of the work required*]. Payment will be in accordance with the rates and prices shown in the [*insert the pricing document which is to become part of the contract documents*]. If, for any reason whatsoever, no contract is entered into with you for this work, my client's commitment will be strictly limited to payment for [*insert the limited nature of the work required*].

No other work included in your tender must be carried out without a further written order. No further obligation is placed upon our client and no obligation whatsoever, under any circumstances, is placed upon me.

Yours faithfully

Letter 137

To contractor, regarding insurance

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

I write on behalf of the employer to request you to submit to me insurance policies and premium receipts in accordance with clause 6.4.2 of the contract for inspection by the employer. These documents must be in my hands by no later than *[insert date]*.

[Add, if appropriate:]

You are further requested to submit to the employer for approval the name of the insurers with whom you propose to take out insurance under schedule 3, paragraph A.1 *[substitute 'schedule 1, paragraph A.1' when using IC or ICD]*. This information must be in my hands no later than *[insert date]*.

[Add, if appropriate:]

Insurance will be required in accordance with clause 6.5.1 and I hereby instruct you to take out and maintain a joint names policy for the amount of indemnity specified in the contract particulars. Before so doing, please submit to me, for approval by the employer, the name of the insurers with whom you propose to take out such insurance.

Yours faithfully

Copy: Employer

Letter 138

To contractor, regarding insurance

This letter is only suitable for use with MW or MWD

Dear

I write on behalf of the employer to request you to submit to me insurance policies and premium receipts to show that the insurances referred to in clause 5.3 have been taken out and are in force. These documents, which should include policies and premium receipts in respect of all sub-contractors, must be in my hands no later than *[insert date]*.

[Add, if appropriate:]

You are further requested to submit insurance policies and premium receipts to show that the insurance referred to in clause 5.4A have been taken out and are in force. Note that such insurances must be taken out in the joint names of the employer and yourself and must be for the full reinstatement value plus *[insert percentage]* as stated in the contract particulars to cover professional fees. These documents must be in my hands no later than *[insert date]*.

Yours faithfully

Copy: Employer

Letter 139

To contractor, regarding insurance

This letter is only suitable for use with GC/Works/1 (1998)

Dear

I write on behalf of the employer to request you to submit to me

[Add either:]

copies of insurances in respect of employer's liability, loss or damage to the Works and things for which you are responsible under the terms of the contract and insurance against personal injury to any persons and loss or damage to property arising from or in connection with the Works, all in accordance with clause 8(2) and alternative A clause 8(3) of the contract.

[Or:]

copies of insurance in respect of employer's liability and insurances in accordance with the summary of essential insurance requirements attached to the abstract of particulars, all as clause 8(2) and alternative B clause 8(3) of the contract.

Yours faithfully

Letter 140

To client, regarding insurance (a)

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

I enclose a letter which I sent to the contractor regarding insurances. The contents are self-explanatory. I have no expertise in insurance matters. Therefore, when the contractor submits the requested information, you should pass it immediately to your insurance broker for comments. If you will ask your broker to send a copy of those comments to me, I will pass them to the contractor.

[Add, if appropriate:]

The contract requires you to take out all risks insurance cover in the joint names of the contractor and yourself under schedule 3, option B/option C *[delete as appropriate and substitute 'schedule 1, option B' or 'option C' as appropriate when using IC or ICD]* for the full reinstatement value of the Works plus *[insert percentage]* as stated in the contract particulars to cover professional fees *[add, if appropriate]* together with joint names insurance against specified perils for existing structures and contents. In certain circumstances, it may be possible to extend your existing insurance cover. I enclose the relevant extracts from the contract and you should speak to your own insurance broker without delay so that cover is effective from *[insert date]*. Please let me know when you have arranged cover so that I can notify the contractor.

Yours faithfully

Letter 141

To client, regarding insurance (b)

This letter is only suitable for use with MW or MWD

Dear

I enclose a letter which I have sent to the contractor regarding insurances. The contents are self-explanatory. I have no expertise in insurance matters. Therefore, when the contractor submits the requested information, you should pass it immediately to your own insurance broker for comments. If you will ask your broker to send a copy of the comments to me, I will pass them to the contractor.

[Add, if appropriate:]

The contract requires you to take out insurance cover in the joint names of the contractor and yourself under clause 5.4B against loss or damage to the existing structures and contents, and to the Works. In certain circumstances, it may be possible to extend your existing insurance cover, although this is becoming more difficult. I enclose the relevant extracts from the contract and you should speak to your broker without delay so that cover is effective from *[insert date]*.

[Or, if the employer is a residential occupier who cannot obtain insurance in joint names to comply with clause 5.4B, add instead:]

The contract requires you to take out insurance cover under clause 5.4C in respect of the existing structures and contents. You will note that the contractor is to insure the Works in joint names under clause 5.4A.

[Then add:]

Please let me know when you have arranged cover so that I can notify the contractor.

Yours faithfully

Letter 142

To client, regarding insurance (c)

This letter is only suitable for use with GC/Works/1 (1998)

Dear

I enclose a letter which I have sent to the contractor regarding insurances. The contents are self-explanatory. I have no expertise in insurance matters. Therefore, when the contractor submits the requested information, you should pass it to your own insurance broker for comments. If you will ask your broker to write directly to me, I will pass the comments to the contractor.

Yours faithfully

Letter 143

To contractor, regarding insurance policies

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear Sir

I return herewith the insurance policies numbers [*insert numbers*] and premium receipts numbers [*insert numbers*] in respect of clause 6.4 of the contract. The employer has finished inspecting [*add, if appropriate:*] and the following comments have been made: [*insert the comments received from the employer's brokers*].

[*Add, if appropriate:*]

Your proposal to take out insurance with [*insert name of proposed insurers*] in accordance with the requirements of schedule 3, option A [*substitute 'schedule 1, option A' when using IC or ICD*] is approved by the employer. Note that such insurances must be taken out in the joint names of the employer and yourself and must be for the full reinstatement value plus [*insert percentage*] as stated in the contract particulars to cover professional fees. The policy or policies and receipts for premiums paid must be deposited with the employer no later than [*insert date*].

[*Add, if appropriate*]

Your proposal to take out insurance with [*insert name of proposed insurers*] in accordance with the requirements of clause 6.5 is approved by the employer. Please proceed to take out insurance in the joint names of the employer and yourself for the amount of indemnity specified in the contract particulars. The policy or policies and receipts for premiums paid must be deposited with the employer no later than [*insert date*].

Yours faithfully

Letter 144

To contractor, requesting evidence of insurance

This letter is only suitable for use where CDP is used with SBC and ICD, with DB and with GC/Works/1 (1998)

Dear

I should be pleased to receive documentary evidence by close of business on [insert date] that the professional indemnity insurance required under clause 6.11 [substitute '6.15' when using ICD or '8A' when using GC/Works/1 (1998)] has been effected and is being maintained.

Yours faithfully

Letter 145

To contractor, regarding performance bond

Dear

Page *[insert number]* item *[insert item reference]* of the contract bills *[or specification]* requires you to provide a performance bond in the sum of *[insert amount]*.

Please arrange the bond immediately and, on completion, let me have the original document, not a copy, which will be lodged with the employer until after practical completion/completion/completion of making good defects *[delete as appropriate]* of the Works.

Yours faithfully

Letter 146

To contractor, regarding advance payment bond

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

By fax and post

Dear

The contract particulars state that clause 4.8 [*substitute '4.5' when using IC or ICD or '4.6' when using DB*] applies. It also states that an advance payment bond is required. You must provide such bond before any advance payment can be made.

With that in mind, I should be glad if, by return, you will submit the name of the proposed surety to the employer for approval.

Yours faithfully

Copy: Employer

Letter 147

To contractor, regarding off-site materials bond

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

By fax and post

Dear

The employer has supplied you with a list of items for which payment may be made while they are stored off-site if certain conditions are satisfied. The list of listed items is also attached to the contract bills.

It is a condition of certification that you must supply a bond in respect of items which are not uniquely identified from a surety approved by the employer on terms in schedule 6 [*substitute '3' when using IC or ICD*].

Please submit the name of your proposed surety by the [*insert date*]. If the surety is approved, the bond will be required by the [*insert date*].

Yours faithfully

Copy: Employer

Letter 148

To client, at the beginning of the building contract

Dear

I am taking the opportunity to write to you before the contractor takes possession of the site and commences work. There are a number of points worth emphasising, because they have an important effect on the proper and efficient progress of the work and they concern you as employer under the contract:

1. Until the contract is executed, I am required to act solely as your agent within the limits laid down by the terms of my appointment. Thereafter, although I continue to act for you as before, I owe you the additional duty to administer the contract fairly between the parties. This means that I must make any decisions under the contract strictly in accordance with the terms of the contract. For example, such things as my decisions on whether any work is in accordance with the contract and the contractor's entitlement to any extension of the contract period or to loss and/or expense must be made fairly.
2. The contract obliges me to issue all certificates at the appropriate time and to use my professional judgment in so doing. An important type of certificate I have to issue is the financial certificate which stipulates the amount of money due to the contractor. These certificates are issued at *[insert frequency]* intervals during the period that work is in progress and occasionally thereafter. You have a maximum of *[insert number]* days from the date of each certificate to get your payment to the contractor. The importance of paying the contractor the full amount indicated on the certificate within the period allowed cannot be stressed too much. Failure to honour certificates within the time limit allows the contractor to suspend performance of all its obligations on 7 days notice and to commence the procedure for terminating its employment and entitles it to interest on the outstanding sum at 5% over Bank of England base rate. The result of this would be disastrous to the contract in terms of both time and money.

[continued]

Letter 148 continued

3. Part II of The Housing Grants, Construction and Regeneration Act 1996 [*substitute 'Construction Contracts (Northern Ireland) Order' when dealing with a commission in Northern Ireland*] requires that certain clauses are included into every construction contract. An important result of this is that there are two notices one of which you must always give and one which you must give in certain circumstances to the contractor in respect of each of my financial certificates. The first notice must be given in writing no later than 5 days after the date of issue of my certificate [*substitute 'the contractor's application' when using DB*], stating the amount you propose to pay. The second notice is to be sent if you wish to withhold or deduct any money from the amount due to be paid. This notice must be given in writing no later than 5 [*substitute '7' when using GC/Works/1 (1998)*] days before the final date for payment. I must emphasise that it is your responsibility, not mine, to send these notices, but I will send you some suitable draft letters which you may use for the purpose and I will give you further advice when we meet.
4. If the contractor communicates with you by letter, telephone or personal visit, please let me know immediately and refer the contractor to me. It is not advisable for you to answer any contractor's queries or make decisions regarding the contract without consulting me. It could be costly. If there are any matters requiring your decision, I will refer them to you as they arise, with my observations.
5. If you wish to visit the site from time to time, to see the work in progress, please let me know so that I can make myself available to accompany you on each occasion to take care of any points which may arise. I will, of course, keep you informed on a regular basis regarding the progress of the work and the financial situation.

Yours faithfully

Letter 149

To clerk of works, on appointment

Dear

My client, *[insert name]*, has confirmed your appointment as clerk of works for the above contract. I should be pleased if you would call at this office on *[insert date]* at *[insert time]* to be briefed on the project and to collect your copies of drawings, bills of quantities *[or specification]*, weekly report forms and daily diary.

It is anticipated that the contractor will take possession of the site on the *[insert date]*. You are expected to be present on site *[insert periods during which the clerk of works is expected to be present]*. According to the contractor's programme, all site accommodation will be completed by day *[insert day number]* and I should be glad if you would check that it is in accordance with the contract.

Your duties will be as described in the contract clause 3.4 *[substitute '3.3' when using IC or ICD, '4' when using GC/Works/1 (1998), 'specification' or 'Employer's Requirements' as appropriate]* a copy of which is enclosed for your reference. In particular, I wish to draw your attention to the following:

1. You will be required to inspect all workmanship and materials to ensure conformity with the contract requirements. Any defects must be drawn to the attention of the person-in-charge *[substitute 'agent' when using GC/Works/1 (1998)]*, to whom you should address all comments. If any defects are left unremedied for twenty-four hours or if they are of a major or fundamental nature, you must inform me immediately by telephone. Do not issue any written directions to the contractor.
2. Although it is common practice for clerks of works to mark defective work on site, the contract gives you no such power. You must not in any way deface materials on site whether or not they are incorporated into the structure.

[continued]

Letter 149 continued

3. It is not my policy to issue lists of defects to the contractor before practical completion [*substitute 'completion' when using GC/Works/1 (1998)*]. Commonly called 'snagging lists', they may be misinterpreted and give rise to disputes. They should be compiled by the person-in-charge [*substitute 'agent' when using GC/Works/1 (1998)*]. Please confine your remarks to the contractor to oral comments.
4. The architect is the only person empowered to issue instructions to the contractor.
5. You are not empowered to vary work or materials or design. Refer all queries to me.
6. Complete the weekly report sheets, paying especial attention to [*insert as required*] and send them to me each Monday.
7. Complete the diary as fully as possible. Diaries must be handed to me on completion and, in any event, on practical completion of the Works.
8. Remember that your weekly report sheets and diary may be called in evidence in the case of a dispute. Bear this in mind when making entries.
9. Remember that, although I may call upon you to carry out various tasks in relation to the contract, your primary duty is to the employer as inspector on the Works. You have no duty to the contractor under the provisions of the contract, but you have a duty under the general law not to make careless statements.

I hope you achieve the kind of relationship with the contractor on which successful completion of the contract depends so much. Do not hesitate to contact me if you are in doubt about anything.

Yours faithfully

Letter 150

To contractor, noting the authority of the clerk of works

Dear

A clerk of works has been appointed for the above contract. His/Her name is [insert name] and they are experienced in work of this type. I hope that you will build up a successful relationship over the coming months.

The clerk of works will be on site during the whole/part of the week only [delete as appropriate]. The clerk of work's duties are as laid down in the contract clause 3.4 [substitute '3.3' when using IC or ICD, '4' when using GC/Works/1 (1998), 'specification' or 'Employer's Requirements' as appropriate]. I hope it will be helpful if I emphasise that the clerk of works is acting as an inspector of materials and workmanship and not empowered to issue instructions. Although I expect that the clerk of works will be ready to give an opinion, if requested, on any points which may arise during construction, the responsibility for carrying out the Works in accordance with the contract remains yours. Please note especially that the clerk of works is in no way a substitute for your own supervisory staff. The clerk of works owes a duty to the employer although under my direction.

I have informed the clerk of works not to make any marks on the Works to indicate defective materials, because I know this can be a source of annoyance. No snagging lists will be issued. This should remove any misunderstandings regarding the extent of defective work. Any workmanship or materials found not to be in accordance with the contract will be noted in the clerk of work's site diary. It will be pointed it out on site and reported to me. I trust that it will be unnecessary for me to issue specific instructions regarding such matters. The failure of the clerk of works to notice defective work does not, of course, affect your own obligations under the contract.

[continued]

Letter 150 continued

If you are in any doubt regarding the contents of this letter, please do not hesitate to write or telephone me for clarification.

Yours faithfully

Copy: Clerk of works

Letter 151

To contractor, regarding extension of authority of the clerk of works

Dear

I should be pleased if you would note that the clerk of works is my authorised representative for the purposes of clause *[insert clause number]* of the contract and for that purpose alone.

[Set out a brief description of the authority of the clerk of works under the clause.]

This extension of the authority of the clerk of works will apply until further notice, but note that the clerk of works's other duties remain unaffected.

Yours faithfully

Copies: Clerk of works
Quantity surveyor

Letter 152

To contractor, naming authorised representatives

Dear

This is to formally let you know that the architect's authorised representatives for all the purposes of the contract are:

[List representatives, giving names and positions in the firm.]

This arrangement will apply until further notice.

Yours faithfully

For and on behalf of

[Insert the name which is in the contract which should be the firm name.]

Copies: Employer

Consultants

Clerk of works

Letter 153

To contractor, regarding the issue of instructions

Dear

It seems timely to draw your attention to the fact that the architect [*substitute 'employer's agent or employer' when using DB*] is the only person authorised to issue instructions under this contract.

All other instructions, from whatsoever source, are of no effect unless confirmed by the architect [*substitute as above*] in writing.

The restriction applies to all consultants engaged by the employer on this project. If, despite this letter, you receive an instruction from some person other than the architect [*substitute as above*], it should be referred to me immediately and you should neither act nor forbear from acting on account of the instruction.

Yours faithfully

Copies: Employer
Quantity surveyor
Consultants
Clerk of works

Letter 154

To contractor, regarding sub-letting

This letter is not suitable for use with IC or ICD

Dear

I am writing to draw your attention to clause 3.7 [*substitute '3.3' when using MW, MWD or DB, or '62(1)' when using GC/Works/1 (1998)*] of the contract which prohibits sub-letting any part of the Works [*if appropriate add: 'or design'*] without my consent [*add, if using GC/Works/1 (1998):*] unless the employer accepted a sub-letting proposal prior to the award of the contract.

Will you please note that, before giving my consent, I will require you to inform me of the names of the proposed sub-contractors and the parts of the Works you wish to sub-let.

Yours faithfully

Letter 155

To contractor, regarding sub-letting

This letter is only suitable for use with IC or ICD

Dear

I am writing to draw your attention to clause 3.3 of the contract which prohibits sub-letting any part of the Works [*if appropriate add: 'or design'*] without my consent unless done in accordance with clauses 3.6 or 3.7.

Will you please note that, before giving my consent, I will require you to inform me of the names of the proposed sub-contractors and the parts of the Works you wish to sub-let.

Yours faithfully

Letter 156

To contractor, if architect is employee of the employer

Dear

I am taking this opportunity of writing to you before work begins on site in order to make my position clear as employee of the employer named in the contract and also as the architect [*substitute 'employer's agent' when using DB or 'PM' when using GC/Works/1 (1998)*] named in the same contract.

The extent of my authority is laid down in the contract and I have no general power of agency to bind the employer outside its express terms. If I have to make decisions under the contract terms, I will decide all such matters impartially between the parties. If, unusually, I have cause to write to you on behalf of the employer, I will clearly so state.

Yours faithfully

10 Construction to Practical Completion

This stage involves a considerable amount of letter writing if the project is other than very minor. A number of matters can be dealt with by standard letters. The major items are procedures if the contractor fails to take out insurance or fails to comply with instructions, CDP work, extensions of time, liquidated damages, loss and/or expense, termination, adjudication and arbitration, but there are many other items throughout the construction phase when standard letters are useful.

Adjudication and arbitration are specialised topics. Although you should have a general knowledge of them, it is usually inappropriate for you to attempt the care and conduct of such procedures although you will be expected to co-operate with the person appointed by the employer for that purpose.

An attempt has been made to arrange the letters in some kind of reasonable order while acknowledging that many of them could be sent at any time. Thus, after letters about failure to insure, come possession of the site, then numerous letters about compliance with instructions, extensions etc.

It is anticipated that you are quite capable of choosing the correct letter for a given situation and, indeed, amending it to suit your own particular requirements.

Letter 157

To contractor, if it fails to maintain insurance cover (a)
This letter is only suitable for use with SBC, IC and ICD

Dear

I refer to my telephone conversation with your *[insert name]* this morning and confirm that you are unable to produce the insurance policy, premium receipts or other documentary evidence that the insurance required by clause 6.4.1/schedule 3 *[substitute 'schedule 1' when using IC or ICD]*, option A *[delete as appropriate]* is being maintained.

In view of the importance of the insurance and without prejudice to your liabilities *[if a clause 6.4.1 failure, insert: 'under clauses 6.1 and 6.2 of the conditions of contract']*, the employer is arranging to exercise relevant rights under clause 6.4.3/schedule 3 *[substitute 'schedule 1' when using IC or ICD]*, paragraph A.2 *[delete as appropriate]* immediately. Any sum or sums payable by the employer in respect of premiums will be deducted from any monies due or to become due to you¹ or will be recovered from you as a debt.

Yours faithfully

Copies: Employer
Quantity Surveyor

¹ *The employer must serve the appropriate withholding notices.*

Letter 158

To contractor, if it fails to maintain insurance cover (b)

This letter is only suitable for use with MW or MWD

Dear

I refer to my telephone conversation with your *[insert name]* this morning and confirm that you are unable to produce such evidence as the employer may reasonably require in accordance with clause 5.5 of the conditions of contract that the insurances referred to in clause 5.3/5.4A *[delete as appropriate]* have been taken out and are in force.

This is a clear breach of contract on your part and, in view of the importance of the insurance and without prejudice to your liabilities under clause 5.1/5.2/5.4A *[delete as appropriate]*, the employer is arranging to take out the appropriate insurances on your behalf. Any sum or sums payable by the employer in respect of premiums will be deducted from any monies due or to become due to you¹ or will be recovered from you as a debt.

Yours faithfully

Copies: Employer

Quantity surveyor *[if appointed]*

¹ *The employer must serve the appropriate withholding notices.*

Letter 159

To contractor, if it fails to maintain insurance cover (c)

This letter is only suitable for use with DB

Dear

I refer to my telephone conversation with your *[insert name]* this morning and confirm that you are unable to produce the insurance policy, premium receipts or other documentary evidence that the insurance required by clause 6.4.1/6.5.1/schedule 3, option A *[delete as appropriate]* is being maintained.

In view of the importance of the insurance and without prejudice to your liabilities *[if a clause 6.4.1 failure, insert: 'under clauses 6.1 and 6.2 of the conditions of contract']*, the employer is arranging to exercise relevant rights under clause 6.4.3/6.5.3/schedule 3, paragraph A.2 *[delete as appropriate]* immediately. Any sum or sums payable by the employer in respect of premiums will be deducted from any monies due or to become due to you¹ or will be recovered from you as a debt.

Yours faithfully

Copies: Employer
Quantity Surveyor

^[1] *The employer must serve the appropriate withholding notices.*

Letter 160

To contractor, if it fails to maintain insurance cover (d)
This letter is only suitable for use with GC/Works/1 (1998)

Dear

I refer to my telephone conversation with your *[insert name]* this morning and confirm that you are unable to produce the insurance policy, premium receipts or other documentary evidence that the insurance required by clause 8 is being maintained.

In view of the importance of the insurance and without prejudice to your liabilities under clause 8 of the conditions of contract, the employer is arranging to exercise relevant rights under clause 8(4). The cost of effecting the appropriate insurance cover will be deducted from any advance payment due to you¹ under the contract.

Yours faithfully

Copies: Employer
Quantity Surveyor [if appointed]

[¹ The employer must serve the appropriate withholding notices.]

Letter 161

To client, if contractor fails to maintain insurance cover (a)

This letter is only suitable for use with SBC, IC or ICD

Dear

The contractor is unable to provide evidence that it is maintaining the insurance cover required by clause 6.4.1/schedule 3 [*substitute 'schedule 1' when using IC or ICD*], option A [*delete as appropriate*] of the conditions of contract.

In view of the importance of the insurance, you should take immediate action under clause 6.4.3/schedule 3 [*substitute 'schedule 1' when using IC or ICD*], paragraph A.2 [*delete as appropriate*] and instruct your broker to provide the necessary cover effective from today. You are entitled to deduct the amount of the premium from your next payment to the contractor or, alternatively, you may wish to recover it as a debt. If you wish to deduct, remember to give the contractor an effective written withholding notice.

Yours faithfully

Letter 162

To client, if contractor fails to maintain insurance cover (b)

This letter is only suitable for use with MW or MWD

Dear

The contractor is unable to provide evidence in accordance with clause 5.5 of the conditions of contract that it is maintaining the insurance cover required by clause 5.3 [*delete as appropriate*] of the conditions of contract.

In view of the importance of the insurance, you should take immediate action and instruct your broker to provide the necessary cover effective from today. Although the terms of the contract make no express provision for you to act on the contractor's default, it is my opinion that, in this instance, you are entitled to deduct the cost of the premium from your next payment to the contractor. If you wish to deduct, remember to give the contractor an effective written withholding notice.

A copy of my letter to the contractor, dated [*insert date*], is enclosed for your information.

Yours faithfully

Letter 163

To client, if contractor fails to maintain insurance cover (c)

This letter is only suitable for use with DB

Dear

The contractor is unable to provide evidence that it is maintaining the insurance cover required by clause 6.4.1/6.5.1/schedule 3, option A [*delete as appropriate*] of the conditions of contract.

In view of the importance of the insurance, you should take immediate action under clause 6.4.3/schedule 3, paragraph A.2 [*delete as appropriate*] and instruct your broker to provide the necessary cover effective from today. You are entitled to deduct the amount of the premium from your next payment to the contractor or, alternatively, you may wish to recover it as a debt. If you wish to deduct, remember to give the contractor an effective written withholding notice.

Yours faithfully

Letter 164

To client, if contractor fails to maintain insurance cover (d)
This letter is only suitable for use with GC/Works/1 (1998)

Dear Sir

The contractor is unable to provide evidence that it is maintaining the insurance cover required by clause 8 of the conditions of contract.

In view of the importance of the insurance, you should take immediate action under clause 8(7), and instruct your broker to provide the necessary cover effective from today. You are entitled to deduct the cost of so insuring from any advance payment due to the contractor under the contract. If you wish to deduct, remember to give the contractor an effective written withholding notice.

Yours faithfully

Letter 165

To contractor, confirming possession of the site

Dear

I confirm that the above site was available for you to take possession on the [insert date], which is the date stated in the contract.

Yours faithfully

Copy: Employer

Letter 166

Draft letter from employer to contractor, deferring possession of the site
This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

[If length of deferment is known:]

I hereby give you notice in accordance with clause 2.5 [*substitute '2.4' when using DB*] of the conditions of contract that I defer giving possession of the site for [*insert period which should not exceed six weeks*]. You may take possession of the site on [*insert date*].

[If length of deferment is not known:]

I hereby give you notice in accordance with clause 2.5 [*substitute '2.4' when using DB*] of the conditions of contract that I defer giving possession of the site for a period which will not exceed [*insert period named in the contract particulars*]. I will write to you again when I have a definite date for possession.

Yours faithfully

Copies: Architect
Quantity Surveyor
Consultants
Clerk of works

Letter 167

To contractor, who wrongly asks the architect to instruct integration of CDP design

This letter is only suitable for use with SBC, ICD and MWD

Dear

Thank you for your letter dated [*insert date*] in which you request instructions for the integration of your CDP design with the Works as a whole.

My instructions are not required in this instance, because there has been no variation to the Works which has affected the CDP design. Where, as in this instance, all the information you required for preparing your Contractor's Proposals [*substitute 'design proposals' when using MWD*] together with sufficient information of the whole Works was available at tender stage, the employer is entitled to expect that the CDP design is already integrated into the Works. The provisions for integration instructions in clause 2.2.2 [*substitute '2.1.2' when using ICD and '2.1.3' when using MWD*] are to give me the power to issue instructions when circumstances arise which affect the way in which the CDP design is integrated; for example, on an instruction to vary part of the Works.

Yours faithfully

Letter 168

To contractor, if architect finds discrepancy within the Employer's Requirements

This letter is only suitable for use with SBC, ICD or DB

Dear Sir

Thank you for notifying me of the following discrepancy within the Employer's Requirements *[insert details]*.

[Then either:]

Your Contractor's Proposals *[insert reference to item]* deal with the matter and, therefore, they prevail in accordance with clause 2.16.2 *[substitute '2.13.4' when using ICD or '2.14.2' when using DB]* of the conditions of contract. There will be no adjustment to the contract sum.

[Or:]

Your Contractor's Proposals do not deal with the matter and, therefore, I should be pleased if you would comply with clause 2.16.2 *[substitute '2.13.3.2' when using ICD or '2.14.2' when using DB]* of the conditions of contract and inform me in writing of your proposed amendment to deal with the discrepancy so that the employer may either agree or decide how to deal with the discrepancy.

Yours faithfully

Letter 169

To contractor, if architect finds a discrepancy within the Contractor's Proposals

This letter is only suitable for use with SBC, ICD or DB

Dear

I note the following discrepancy within the Contractor's Proposals
[insert details].

In accordance with clause 2.16.1 *[omit when using ICD or substitute '2.14.1' when using DB]* I should be pleased to receive your proposed amendment to remove the discrepancy so that the employer may either decide between the discrepant items or may accept your proposed amendment. Your compliance with such decision or acceptance will be without increase in cost to the employer.

Yours faithfully

Letter 170

To contractor, if architect finds an inconsistency in CDP documents
This letter is only suitable for use with MWD

Dear

I note the following inconsistency within the Contractor's Designed Portion documents [*insert details*].

I should be pleased to receive your proposed amendment to remove the inconsistency so that I can be reasonably satisfied as to the manner in which you propose to deal with it. Your compliance with such proposal will be without increase in cost to the employer.

Yours faithfully

Letter 171

To contractor, requesting consent to the addition of persons to the list under clause 3.8

This letter is only suitable for use with SBC

Dear

On behalf of the employer, *[insert name]*, I hereby formally request your consent, as required under clause 3.8.2 of the conditions of contract, to the addition of *[insert name]* of *[insert address]* to the list of persons named in the contract bills reference *[insert reference]* to carry out *[insert description of the work as given in the contract bills]*.

Yours faithfully

Letter 172

To contractor, if it sub-lets without architect's consent (a)

This letter is not suitable for use with IC, ICD or GC/Works/1 (1998)

Dear

I am informed that you have sub-let [*insert part of the Works sub-let*] to [*insert name of sub-contractor*].

Because, I have not given my consent, your action is a breach of contract and it must cease forthwith. Please confirm, by return, that you will comply with this letter. [*Add, except when using MW or MWD:*] I have no wish to advise the employer to use the powers under clause 8.4

Yours faithfully

Letter 173

To contractor, if it sub-lets without architect's consent and not in accordance with clauses 3.6 or 3.7 (b)

This letter is only suitable for use with IC or ICD

Dear

I am informed that you have sub-let *[insert part of the Works sub-let]* to *[insert name of sub-contractor]* without my consent.

Because the sub-letting is not in accordance with clause 3.6 or 3.7, your action is a breach of contract and it must cease forthwith. Please confirm, by return, that you will comply with this letter. I have no wish to advise the employer to use the powers under clause 8.4.

Yours faithfully

Letter 174

To contractor, regarding employer's licensees (a)

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

The employer is anxious to arrange [*insert the nature of the work*] commencing on [*insert date*]. Because this work does not form part of the contract and the contract documents do not provide for the employer to carry out the work, the employer has instructed me to request your consent to the carrying out of such work by persons employed directly by the employer.

This request is made in accordance with the provisions of clause 2.7.2 [*substitute '2.6.2' when using DB*]. If you foresee any difficulties with this proposal, please notify me of your concerns without delay.

Yours faithfully

Letter 175

To contractor, regarding employer's licensees (b)

This letter is only suitable for use with MW or MWD

Dear

The employer is anxious to arrange *[insert the nature of the work]* commencing on *[insert date]*. Because this work does not form part of the contract and the contract documents do not provide for the employer to carry out the work, the employer has instructed me to request your consent to the carrying out of such work by persons employed directly by the employer.

If you foresee any difficulties with this proposal, please notify me of your concerns without delay.

Yours faithfully

Letter 176

To contractor, regarding employer's licensees (c)
This letter is only suitable for use with GC/Works/1 (1998)

Dear Sir

I am instructed to inform you that, in accordance with clause 65(1) of the conditions of contract, the employer intends to carry out *[insert the nature of the work]* using directly employed contractors. Work will commence on *[insert date]*.

Please inform me immediately if you consider that the work should not proceed as indicated.

Yours faithfully

Letter 177

To client, enclosing report on progress

Dear

I have pleasure in enclosing my report number *[insert number]* giving details of the progress of this project. If you wish me to enlarge upon any part of the report, I shall be happy to do so.

[If this is the first time a progress report is being sent, add:]

You will receive further progress reports in this form at *[insert period]* intervals. If there is any aspect of the report on which you wish me to elaborate in the future, please let me know.

Yours faithfully

Letter 178

To persons affected, enclosing extract of minutes

Dear

At a meeting held on the *[insert date]* between *[insert names of principal participants]*, it was resolved:

[Insert minute, including reference number, then either:]

I should be pleased if you would take the appropriate action.

[Or:]

I should be pleased to receive your comments.

[Or:]

Please note the minute in your records.

Yours faithfully

Letter 179

To originator of minutes, if architect disagrees with contents

Dear

I have considered the minutes of the meeting held on the *[insert date]* which I received today and I have the following comments:

[Insert list of comments.]

Please arrange to have these comments published at the next meeting and inserted in the appropriate place in the minutes.

Yours faithfully

Copies: All present at the meeting and all included in the circulation list

Letter 180

To client, if disagreeing with former architect's decisions

This letter is not suitable for use with DB

Dear

I have examined all the drawings and documents handed to me on appointment and I have visited site and spoken to the contractor and the clerk of works.

I find myself unable to agree with the following decisions of the former architect:

[List all matters with which you disagree.]

When you have had time to study these matters, I suggest we should meet to discuss ways of dealing with them. *[Add, if using SBC, IC, ICD, MW or MWD:] Clause 3.5 [substitute '3.4' when using IC or ICD or 'article 3' when using MW or MWD] of the contract prevents me from disregarding or overruling any certificate, decision or instruction given by the architect previously engaged to administer this contract. The effect of that seems to be that if, as in this instance, it becomes necessary to change a previous decision, the contractor will be entitled to payment for the change.*

Yours faithfully

Letter 181

To contractor client, if disagreeing with former architect's decisions
This letter is only suitable for use with DB

Dear

I have examined all the drawings and documents handed to me on appointment and I have visited site. I note that the Employer's Requirements contain a substantial number of relatively detailed drawings produced by the employer's consultant. There are a number of matters which give me cause for concern and, although I note clause 2.11 of the contract which states that you are not to be responsible for the contents of the Employer's Requirements or for verifying the adequacy of any design contained in them, I believe that the problems should be brought to the notice of the employer and instructions sought.

[List all matters with which you disagree.]

When you have had time to study these matters, I suggest we should meet to discuss the best way to approach the employer.

Yours faithfully

Letter 182

To contractor client, if architect's drawings rejected
This letter is only suitable for use with DB

Dear

I was extremely concerned when I heard that you were not prepared to accept my drawings numbers [*insert drawing numbers*]. The drawings were intended to provide the detailed information necessary for construction of [*describe the relevant part of the Works*]. As such, they were based upon the Employer's Requirements as interpreted in the Contractor's Proposals insofar as there was no conflict.

All drawings, details, specification of materials, goods and workmanship and other related documents must be submitted to the employer under the Schedule 1 submission procedure. If the information submitted is not in accordance with the contract, it will be rejected and there are likely to be considerable delays until the information is re-submitted and you will incur additional fees from me.

In the circumstances, I urge you to reconsider your decision and I look forward to hearing from you. If you believe that a meeting would help to clarify matters, please let me know your suggested dates and times.

Yours faithfully

Letter 183

To contractor client, if instructions received which are contrary to the Employer's Requirements

This letter is only suitable for use with DB

Dear

Thank you for your letter/e-mail [*delete as appropriate*] dated [*insert date*] in which you instructed me to [*insert the gist of the instructions*].

Although I fully appreciate that I am acting for you and not for the employer, I have a duty to advise you that your instructions are contrary to the Employer's Requirements. See [*insert the page and item reference*].

Obviously, if you insist that I should comply strictly with your instructions, I will do so, but the result is likely to be rejected by the employer with resultant delay and additional fees payable in respect of abortive work.

I look forward to hearing from you.

Yours faithfully

Letter 184

To employer who is seeking advice, if architect engaged
by contractor client
This letter is only suitable for use with DB

Dear

We refer to your letter/telephone [*delete as appropriate*] of the [*insert date*] regarding this project. Your query has been passed to the contractor for its attention. I should be pleased if you would ensure in the future that any instructions or queries are directed to the contractor in the first instance. It occurs to me that you may be under some misapprehension about my role.

[If architect was originally engaged by the contractor add:]

This is not a traditional contract where the architect is engaged by, and advises, the employer. In this instance, I am engaged by, and acting solely for, the contractor.

[If the architect was originally engaged by the employer, but the architect's contract has been novated, add instead:]

Although you originally engaged me to deal with the early stages of this project, we subsequently agreed that my contract with you should be novated to the contractor for the 'construction' part of the process and a novation agreement was duly executed by all three parties. The result is that I am now acting exclusively for the contractor in preparing drawings and other documents and giving advice. If I were to continue giving you advice, there would be a clear conflict of interest.

[continued]

Letter 184 continued

[Then add:]

If you require specific independent advice or other assistance, I suggest that you approach another construction professional to carry out that role.

Yours faithfully

Copy: Contractor client

Letter 185

To contractor, on receipt of master programme

Dear

Thank you for your letter of the *[insert date]* with which you enclosed two copies of your master programme. My comments are as follows:

[List comments as questions, not as instructions to change particular parts of the programme.]

I should be pleased if you would reconsider your programme in the light of my comments, but you must not take such comments or lack of comment to indicate approval to the programme in part or in whole. The organisation and method of working and the times allocated to particular activities are your responsibility to carry out within the constraints laid down by the drawings and bills of quantities *[or specification]*.

Your master programme is only received as an indication of your intentions. The use of the programme as evidence in any future claim for extension of time or loss and/or expense¹ is subject to my discretion.

Yours faithfully

¹ *Omit when using MW or MWD.*

Letter 186

To contractor, on receipt of master programme if required to approve it

Dear

Thank you for your letter of the [*insert date*] with which you enclosed two copies of your master programme. My comments are as follows:

[*List comments as questions, not as instructions to change particular parts of the programme.*]

I should be pleased if you would reconsider your programme in the light of my comments. Once that is done, you can consider your programme approved. However, it is important for you to note that 'approval' of the programme does not remove from you any of the responsibility for its suitability for the project. It is still the programme which you produced to show the way in which you intend to carry out the Works. The organisation and method of working and the times allocated to particular activities are your responsibility to carry out within the constraints laid down by the drawings and bills of quantities [*or specification*]. My 'approval' simply means that if you intend to carry out the Works in the way shown, and if you can do so, I have no objection to you doing so.

Your master programme is only received as an indication of your intentions. The use of the programme as evidence in any future claim for extension of time or loss and/or expense¹ is subject to my discretion.

Yours faithfully

[¹ *Omit when using MW or MWD.*]

Letter 187

To contractor, if architect asked to check setting out

Dear

Thank you for your letter of the *[insert date]*.

The setting out is your responsibility under the contract¹. In my opinion, you have been provided with all necessary dimensions and information to enable you to discharge that responsibility. Any inspection I may decide to carry out will not remove any of your obligations.

Yours faithfully

¹ *Omit this phrase when using MW or MWD.*

Letter 188

To contractor, confirmed acceptance under schedule 2

This letter is only suitable for use with SBC

Dear

I refer to your quotation, pursuant to schedule 2 of the conditions of contract, dated *[insert date]*. I write in accordance with schedule 2, paragraph 3.2 of the contract and confirm the following:

1. The employer has accepted your quotation.
2. You are to carry out the variation to which the quotation relates.
3. The contract sum is to be adjusted by the addition/omission [*delete as appropriate*] of *[insert amount]* which takes account of amounts to which paragraphs 2.3 and 2.4 refer.
4. The revised date for completion is *[insert date]*.

Yours faithfully

Letter 189

To QS, if failing to respond to contractor's valuation where there is disagreement

This letter is only suitable for use with SBC, IC or ICD

Dear

The contractor informs me that it submitted an application to you dated [*insert date*] under the provisions of clause 4.12 [*substitute '4.6.3' when using IC or ICD*] setting out what it considered to be the amount of gross valuation pursuant to clause 4.16 [*substitute '4.7' when using IC or ICD*] but that it has received no response.

Obviously, your obligation was to make an interim valuation and you did so. However, where there is disagreement, a further obligation is for you to respond, providing the contractor with a statement in the same amount of detail as its application, identifying the areas of disagreement. The contractor complains that this was not done.

Perhaps you would let me know the details so that I can respond to the contractor. If you did not provide the statement where there is a disagreement, that appears to be a breach of contract although I am unclear about the contractor's remedy (if any) for such breach.

Yours faithfully

Letter 190

To contractor, if seeking payment for off-site materials and there is no employer's list

This letter is only suitable for use with SBC, IC or ICD

Dear

Thank you for your letter dated [insert date] seeking payment for off-site materials. Under the provisions of clause 4.17 [*substitute '4.12' when using IC or ICD*] the value of materials, goods or items prefabricated for inclusion in the Works can only be included in certificates if such materials are included in a list which the employer has supplied to you and annexed to the contract bills [*substitute 'priced document' or 'specification' when using IC or ICD*].

The employer has not produced such a list and, therefore, I have no power to certify as you request.

Yours faithfully

Letter 191

To contractor, who has submitted drawings (a)
This letter is not suitable for use with SBC, ICD, MWD or DB

Dear

Thank you for your letter dated *[insert date]* with which you enclosed two copies of each of drawings numbers *[insert numbers]*.

[Either:]

I return one copy of each drawing herewith without comment.

[Or:]

My comments are as follows: *[list comments]*

[Then:]

It is your responsibility under the contract to supply these drawings and to co-ordinate them and all other documents required to execute the Works. This letter must not be construed so as to relieve you of that responsibility. *[Insert, if appropriate: 'and my comments are so restricted'.]* I have retained one copy of the drawings for my records.

Yours faithfully

Letter 192

To contractor who has submitted drawings under the design submission procedure (b)

This letter is only suitable for use with SBC or DB

Dear

Thank you for your letter dated *[insert date]* with which you enclosed two copies of each of drawings numbers *[insert numbers]*.

[Either:]

I return one copy of each drawing herewith marked 'A'. In accordance with schedule 1, paragraph 5.1, you must carry out the CDP Works *[substitute 'Works' when using DB]* in strict accordance with these drawings.

[Or:]

I return one copy of each drawing marked either 'A', 'B' or 'C'. In accordance with schedule 1, paragraph 5, where a drawing is marked 'A', you must carry out the CDP Works *[substitute 'Works' when using DB]* in strict accordance with that drawing. Where a drawing is marked 'B', you may carry out the CDP Works *[substitute 'Works' when using DB]* in accordance with that drawing provided that you incorporate my comments and that you submit an amended copy to me promptly. Where a drawing is marked 'C', you must not carry out the CDP Works *[substitute 'Works' when using DB]* in accordance with that drawing and you must forthwith re-submit an amended version for my comments. Your attention is drawn to paragraph 6. My comments are as follows: *[list the drawings under 'B' or 'C' and group the comments with the relevant listed drawing]*.

[continued]

Letter 192 continued

[*Then:*]

Your responsibility includes the checking and co-ordination of all drawings required to execute the Works. This letter must not be construed so as to relieve you of that responsibility. Neither is it to be construed as an instruction of any kind. My comments are so restricted.

Yours faithfully

Letter 193

To contractor who has submitted design drawings (c)
This letter is only suitable for ICD, MWD or GC/Works/1 (1998)

Dear

Thank you for your letter dated [*insert date*] with which you enclosed two copies of each of drawings numbers [*insert numbers*].

[If a design submission procedure like those in SBC and DB has been incorporated into the contract, use letter 192, otherwise write the following:]

I return one copy of each of the drawings on which I have indicated whether the drawings comply with the Employer's Requirements [*substitute 'design requirements' when using GC/Works/1 (1998)*]. I have adopted the commonly understood designations as follows:

Where a drawing is marked 'A', you must carry out the CDP Works [*substitute 'clause 10 work' when using GC/Works/1 (1998)*] in strict accordance with that drawing. Where a drawing is marked 'B', you may carry out the CDP Works [*substitute 'clause 10 work' when using GC/Works/1 (1998)*] in accordance with that drawing provided that you incorporate my comments and that you submit an amended copy to me promptly. Where a drawing is marked 'C', you must not carry out the CDP Works [*substitute 'clause 10 work' when using GC/Works/1 (1998)*] in accordance with that drawing and you must forthwith re-submit an amended version for my comments. I list below the drawings in order of designation and the comments relevant to each drawing.

Your responsibility includes the checking and co-ordination of all drawings required to execute the Works. This letter must not be construed so as to relieve you of that responsibility. Neither is it to be construed as an instruction of any kind. My comments are so restricted.

Yours faithfully

Letter 194

To contractor who contends that compliance with a comment will give rise to a variation

This letter is only suitable for use with SBC or DB

Dear

Thank you for your letter dated *[insert date which must not be earlier than 7 days before this letter]* in which you contend that if you complied with my comment *[identify the comment in question]*, a variation *[substitute 'change' when using DB]* would arise.

[Either:]

Having carefully considered your letter, I confirm my comment and I should be pleased if you would immediately amend and resubmit your drawing accordingly.

[Or:]

Having carefully considered your letter, I withdraw my comment.

[Then:]

You should note that, in accordance with schedule 1, paragraph 8, this letter does not signify that any drawing, whether amended or unamended, is in accordance with the contract, nor that compliance with my comment will/would have *[delete as appropriate]* result in a variation *[substitute 'change' when using DB]*.

Yours faithfully

Letter 195

To contractor, if requesting information and there is no information release schedule (a)

This letter is only suitable for use with SBC, IC or ICD

Dear

Thank you for your letter dated [*insert date*] requesting [*insert brief details of the information required*].

Provision of information by the architect is governed by clause 2.12 [*substitute '2.11' when using IC or ICD*]. Under this clause, I am obliged to provide you with drawings and instructions reasonably necessary to explain and amplify the contract drawings and at such times as will enable you to complete the Works by the contract date for completion [*add, if appropriate:*] or any section completion date. But if progress is slow, I am entitled to take account of the slow progress when considering when it is reasonably necessary for you to receive the information. In the first instance, the decision about whether any drawing or instruction is reasonably necessary will be mine. With that in mind, I anticipate providing the information you require by [*insert date*].

Yours faithfully

Letter 196

To contractor, if requesting information (b)

This letter is only suitable for use with MW or MWD

Dear

Thank you for your letter dated *[insert date]* requesting *[insert brief details of the information required]*.

Provision of information by the architect is governed by clause 2.3 *[substitute '2.4' when using MWD]*. Under this clause, I am obliged to provide you with further information necessary for the proper carrying out of the Works in accordance with the contract. In the first instance, the decision about whether any piece of information is necessary will be mine. Effectively, my duty is to provide the information at such times as will enable you to complete by the contract completion date.

With that in mind, I anticipate providing the information you require by *[insert date]*.

Yours faithfully

Letter 197

To contractor, if requesting information (c)

This letter is only suitable for use with GC/Works/1 (1998)

Dear

Thank you for your letter dated *[insert date]* requesting *[insert brief details of the information required]*.

Provision of information is governed by clause 40(1). Under this clause, I may provide you with further drawings, details, instructions, directions and explanations. I also refer you to clause 33(1) which provides that your programme must allow reasonable periods of time for the provision of information required from the employer. In practice, you are entitled to the information at such times as will enable you to complete by the contract completion date.

With that in mind, I anticipate providing the information you require by *[insert date]*.

Yours faithfully

Letter 198

To contractor, if requesting information on the information release schedule

This letter is only suitable for use with SBC, IC or ICD

Dear

Thank you for your letter dated *[insert date]* requesting *[insert brief details of the information required]*. The release dates are given on the information release schedule.

[Either:]

The information is enclosed herewith.

[Or:]

I regret having overlooked these particular drawings/details/schedules *[delete as appropriate]* and I enclose them herewith. I note that lack of this information has not actually delayed you on site.

[Or:]

The release date is still some *[insert number]* days away. Although not obliged to do so, I will endeavour to provide the information before that date if practicable.

Yours faithfully

Letter 199

To contractor, if letter not understood

Dear

Thank you for your letter of the *[insert date]*.

After reading the contents several times, I am afraid that I find the meaning obscure. If I attempted to answer the letter as it stands, I should be merely guessing what you were trying to say. Rather than waste time on a fruitless exercise, I should be glad if you would rephrase the letter so that I can give it proper consideration.

Yours faithfully

Letter 200

To contractor, pending detailed reply

Dear

[Either:]

Thank you for your letter of the [insert date].

[Or:]

Thank you for your [insert number] letters of the [insert date].

In view of the complex nature of the contents, I am unable to reply in detail immediately. I will consider the points you make and write to you again in due course. This letter is not to be taken as agreement, express or implied, to the whole or any part of your letter(s).

Yours faithfully

Letter 201

To contractor, seeking proof of compliance (a)

This letter is only suitable for use with SBC and DB

Dear

In accordance with clause 2.3.4 [*substitute '2.2.4' when using DB*], please provide me with reasonable proof that [*insert the name or description of the material or goods in question*] you are using/proposing to use [*delete as appropriate*] comply with clause 2.3 [*substitute '2.2' when using DB*] of the contract.

Yours faithfully

Letter 202

To contractor, seeking proof of compliance (b)

Dear

Please provide me with reasonable proof that *[insert the name or description of the material or goods in question]* you are using/proposing to use *[delete as appropriate]* comply with requirements set out in the contract.

Yours faithfully

Letter 203

To contractor, requesting samples

This letter is only suitable for use with DB

Dear Sir

I note that you are about to commence work on [*describe the portion of work in question*] and I draw your attention to the fact that you have not yet complied with paragraph [*insert reference*] of the Employer's Requirements/Contractor's Proposals [*delete as appropriate*] which requires you to provide samples of [*insert material*].

I should be pleased to have these samples forthwith. If you proceed with the work before providing such samples, you will be in breach of clause 2.2.3 of the conditions of contract.

Yours faithfully

Letter 204

To contractor, regarding compliant samples

Dear Sir

I have examined/had tests carried out on [*delete as appropriate*] the samples of [*insert material*] which you delivered to this office on the [*insert date*] and which were marked [*insert reference number*] for identification purposes.

I have no adverse comment to make on the standard of workmanship/quality of materials [*delete as appropriate*] as demonstrated by the samples in accordance with bills of quantities [*or specification, or Employer's Requirements or Contractor's Proposals when using SBC, ICD, MWD or DB*] reference [*insert reference*]. One sample is being retained in this office and the remaining samples are being sent to site in the care of the clerk of works.

The standard of workmanship/quality of materials [*delete as appropriate*] of the Works must comply with the relevant samples.

Yours faithfully

Copy: Clerk of works

Letter 205

To contractor, regarding failure of samples

Dear

I have examined/had tests carried out on [*delete as appropriate*] the samples of [*insert material*] which you delivered to this office on the [*insert date*] and which were marked [*insert reference*] for identification purposes.

The samples are not satisfactory, because they are not in accordance with the contract. I refer you to [*insert appropriate reference in drawings, bills of quantities or specification, or Employer's Requirements or Contractor's Proposals when using SBC, ICD, MWD or DB*]. Further samples of the proper quality must be submitted forthwith.

Yours faithfully

Copy: Clerk of works

Letter 206

To manufacturer, if problems with product on site

Dear

I specified your *[insert name of product]* on the above project. Work has reached *[insert stage]* and I am concerned to note that *[insert nature of problem]*.

[Add one of the following:]

A site meeting is being held at *[insert time]* on *[insert date]*. Please arrange for your representative to be present.

[Or:]

Please arrange for your technical representative to telephone to arrange a visit to site with me in order to suggest solutions to the difficulty.

[Or:]

I had intended to use/I have used *[delete as appropriate]* this product on a very large programme of work. Unless I have your proposals, to solve the problem without cost to my client, in my hands by *[insert date]* I intend to revise my specifying policy.

Yours faithfully

Letter 207

To quantity surveyor regarding defective work

This letter is not suitable for use with DB

Dear Sir

The following defective work has been noted on the above site:

[Insert list of defective work in sufficient detail to enable the quantity surveyor to identify it. Include items from previous months until the defects have been corrected.]

The above work is to be omitted from your next valuation.

Yours faithfully

Letter 208

Draft letter from employer to contractor, amount proposed to be paid (a)

This letter is not suitable for use with DB

Dear

I refer to certificate dated *[insert date]* in the sum of £ *[insert amount]*. Take this as notice¹ under clause 4.13.3/4.15.3 [*substitute '4.8.2/4.14.2' when using IC or ICD, '4.6.2/4.8.2' when using MW or MWD or '50A(1)' when using GC/Works/1 (1998) deleting options as appropriate*] that the amount of payment I propose to make is £ *[insert amount]*. The payment relates to work carried out and materials etc. supplied since the date of the last valuation. The amount is calculated as follows: *[insert the basis of calculation, but if the amount to be paid is the same as in the certificate it is enough to refer to the calculation of the certificate]*.

Yours faithfully

[¹ *This notice must be served no later than 5 days after the issue of a certificate.*]

Letter 209

Draft letter from employer to contractor, amount proposed to be paid (b)
This letter is only suitable for use with DB

Dear

I refer to your application dated *[insert date]* in the sum of £ *[insert amount]*.

Take this as notice¹ under clause 4.10.3 that the amount of payment I propose to make is £ *[insert amount]*. The amount is calculated as follows: *[insert the basis of calculation, but if the amount to be paid is the same as in the application it is enough to refer to the calculation of the application]*.

[If relating to the final account and final statement, put the following instead:]

The final statement became conclusive as to the balance due on *[insert date]*. Take this as notice² under clause 4.12.6 that the amount of payment I propose to make is £ *[insert amount]*. The amount is calculated as follows: *[insert the basis of calculation, but if the amount to be paid is based on the contractor's final account and final statement, simply make reference to that]*.

Yours faithfully

[¹ This notice must be served no later than 5 days after the receipt of an application for payment.]

[² This notice must be served no later than 5 days after the final statement becomes conclusive about the balance due.]

Letter 210

Draft letter from employer to contractor, amount proposed to be withheld (a)

This letter is not suitable for use with DB

Dear

I refer to certificate dated [*insert date*] in the sum of £ [*insert amount*]. Take this as notice¹ under clause 4.13.4/4.15.4 [*substitute '4.8.3/4.14.3' when using IC or ICD, '4.6.2/4.8.3' when using MW or MWD or '50A(2)' when using GC/Works/1 (1998) deleting options as appropriate*] that from that sum I propose to withhold £ [*insert amount to be withheld*]. The grounds for withholding and the amount withheld in respect of each ground are as follows:

[Insert the grounds and the calculation of the amount alongside each ground. This should be done with some precision.]

Yours faithfully

[¹ This notice must be served no later than 5 days before the final date for payment.]

Letter 211

Draft letter from employer to contractor, amount proposed to be withheld (b)

This letter is only suitable for use with DB

Dear

I refer to application dated *[insert date]* in the sum of £ *[insert amount]*. Take this as notice¹ under clause 4.10.4 that from that sum I propose to withhold £ *[insert amount to be withheld]*. The grounds for withholding and the amount withheld in respect of each ground are as follows:

[Insert the grounds and the calculation of the amount alongside each ground. This should be done with some precision.]

[If relating to the final account and final statement, put the following instead:]

The final statement became conclusive as to the balance due on *[insert date]*. Take this as notice² under clause 4.12.9 that from such balance I propose to withhold £ *[insert amount to be withheld]*. The grounds for withholding and the amount withheld in respect of each ground are as follows:

[Insert the grounds and the calculation of the amount alongside each ground. This should be done with some precision.]

Yours faithfully

¹ *This notice must be served no later than 5 days before the final date for payment.]*

² *This notice must be served no later than 5 days before the final date for payment of any balance in the final statement due to the contractor.]*

Letter 212

To contractor, if defective work opened up

Dear

Together with *[insert name of contractor's representative and clerk of works, if any]*, I attended the opening up of *[specify precisely]* at *[insert time]* on *[insert date]*.

The work was found not to be in accordance with the contract and an instruction is enclosed under clause 3.18.1 *[substitute '3.16.1' when using IC or ICD, '40(2)(d)' when using GC/Works/1 (1998) or omit the underlined phrase when using MW or MWD]* requiring removal. The cost of opening up and making good is to be at your expense in accordance with clause 3.17 *[substitute '3.14' when using IC or ICD, '31(4) and 31(5)' when using GC/Works/1 (1998) or omit the underlined phrase when using MW 98]*. When you consider that the work has been executed in accordance with the contract, the clerk of works/I *[delete as appropriate]* must be allowed to inspect before making good takes place.

Yours faithfully

Copies: Quantity surveyor
Clerk of works *[if appointed]*

Letter 213

To contractor, after failure of work (a)

This letter is only suitable for use with SBC and DB

Dear

While visiting site today, I noticed that [*specify work or materials*] were not in accordance with the contract.

In accordance with clause 3.18.4 [*substitute '3.13.3' when using DB*] of the conditions of contract and having had due regard to the code of practice set out in schedule 4, I enclose my instruction for opening up for inspection/testing [*delete as appropriate*] which is reasonable in all the circumstances to establish to my reasonable satisfaction the likelihood/extent [*delete as appropriate*] of any similar non-compliance.

Yours faithfully

Letter 214

To contractor, after failure of work (b)

This letter is only suitable for use with IC or ICD

Dear

While visiting site today, I noted that [*specify work or materials*] were not in accordance with the contract.

In accordance with clause 3.13.1 of the conditions of contract, I require you to state in writing no later than 7 days from the date of this letter what action you will immediately take at no cost to the employer to establish that there is no similar failure in work already executed/materials or goods already supplied [*delete as appropriate*].

Yours faithfully

Letter 215

To client, confirming instruction which entails extra cost

Dear

I refer to our telephone conversation this morning when you instructed me that the following work was to be carried out: *[specify work]*.

I confirm that:

1. The quantity surveyor has advised that the estimated cost of the work will be *[insert amount]*. The actual amount will be added to the contract sum.
2. You approve this cost and wish me to instruct the contractor to put the work in hand as soon as possible.

Yours faithfully

Copy: Quantity surveyor

Letter 216

To client, if material change to approved design necessary

Dear

You approved my design for this project on *[insert date]*. Since that time *[insert description of the significant event]*. It is my view that it is necessary to *[describe change in design]* which is a material change from the approved design. This letter is issued to confirm that, when we met on *[insert date]*, you consented to the change. A further copy of drawing number *[insert number]* is enclosed.

Yours faithfully

Letter 217

To contractor, requiring compliance with instruction
Special delivery

Dear

Take this as notice under clause 3.11 [*substitute '3.9' when using IC or ICD, '3.5' when using MW or MWD, '3.6' when using DB or '53' when using GC/Works/1 (1998)*] of the conditions of contract that I require you to comply with my instruction number [*insert number*] dated [*insert date*], a further copy of which is enclosed.

If within 7 [*substitute any reasonable period when using GC/Works/1 (1998)*] days of receipt of this notice you have not complied, the employer may employ and pay others to execute any work necessary to give effect to the instruction. You will be liable for all additional costs incurred in connection with such employment and an appropriate deduction will be made from the contract sum. [*Substitute the following sentence when using GC/Works/1(1998):*] Any reasonable costs and expenses incurred by the employer, over and above those which would have been incurred if you had promptly complied with the instruction, will be recoverable from you by the employer.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 218

To contractor, who fails to comply with notice
Special delivery

Dear

I refer to the notice issued to you on the *[insert date]* in accordance with clause 3.11 *[substitute '3.9' when using IC or ICD, '3.5' when using MW or MWD, '3.6' when using DB or '53' when using GC/Works/1 (1998)]* requiring compliance with my instruction number *[insert number]* dated *[insert date]*.

During a site inspection this morning, I noted that you have not complied with my instruction. The employer is taking immediate steps to employ others to carry out the work. You are liable for all additional costs incurred in connection with such employment and an appropriate deduction will be made from the contract sum. *[Substitute the following sentence when using GC/Works/1(1998):]* Any reasonable costs and expenses incurred by the employer, over and above those which would have been incurred if you had promptly complied with the instruction, will be recovered from you by the employer.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 219

To contractor, if no grounds for extension of time

Dear

Thank you for your letter of the *[insert date]* in which you asserted that you were entitled to an extension of time for the reasons set out.

On the basis of the documents you have presented to me and of my own knowledge of this project, I can see no grounds for any extension of time. I shall be pleased to consider any further submissions if they are presented in the proper form and in accordance with the terms of the contract.

Yours faithfully

Letter 220

To contractor, if no extension of time due

Dear Sir

I have carefully examined your notice of delay and accompanying particulars and it is my opinion that you are not due an extension of time/further extension of time [*delete as appropriate*].

Yours faithfully

Letter 221

To contractor, if issuing extension in two parts because of lack of time before completion date

Dear Sir

I have received your delay notices and supporting information on the [*insert date*] and I have now to consider an appropriate extension of time.

In view of the proximity of the contractual completion date and the length of time it will take to consider all aspects of the matter, I enclose an interim extension based upon my initial view of the evidence.

Any further extension of time to which you may be entitled will be given as soon as my investigations are concluded [*substitute 'within the period stipulated in the contract' if appropriate*].

Yours faithfully

Letter 222

To contractor, giving extension of time

Dear

I refer to your notice of delay dated *[insert date and if appropriate, add:]* and the further information provided in your letter dated *[insert date]*.

In accordance with clause 2.28 *[substitute '2.19' when using IC or ICD, '2.7' when using MW, '2.8' when using MWD, '2.25' when using DB or '36(1)' when using GC/Works/1 (1998)]* I hereby give you an extension of time of *[insert period]*. The revised date for completion is now *[insert date]*.

[When using SBC or DB, add:]

The relevant events taken into account and the extension of time allotted to each are as follows: *[list]*

[When using SBC or DB, add also if appropriate:]

The reduction in time for relevant omissions are: *[list]*

[List the instructions and the extent of any reduction in extension of time e.g.:

Architect's Instruction

No. 24, 03.09.95

Omission from extension

14 days]

[When using GC/Works/1 (1998), add:]

This is an interim/final *[delete as appropriate]* decision.

Yours faithfully

Letter 223

To client, enclosing a report on extension of time

Dear

The contractor has notified me of likely delay and it has estimated the effect on the completion date.

In making my decision on any entitlement to extension of the contract period, I must act strictly in accordance with the terms of the contract.

I enclose, for your information, a copy of my brief report on the matter in which the main factors and my decision in each instance is set out. I will be happy to explain anything which may seem unclear.

Yours faithfully

Letter 224

To contractor, shortly after practical completion

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

I am about to review the progress of the Works in accordance with clause 2.28.5 [*substitute '2.19.3' when using IC or ICD or '2.25.2' when using DB*]. The review must be completed no later than 12 weeks after the date of practical completion after which I have no power to give any further extensions of time.

I shall consider everything which I believe is relevant [*add if appropriate:*] including all your previous notifications and my previous decisions.

Obviously, you should have already provided me with all the necessary information to enable me to carry out this review. However, if there is any further information which you wish to provide, please do so before [*insert date which should be such as to allow you to consider the information and make a decision*]. I may be unable to consider any information provided after this date.

[*If you require any particular information, such as the contractor's programme in network form, add:*]

In particular, please provide me with [*insert details*].

Yours faithfully

Letter 225

To contractor, reviewing extensions of time after completion date or practical completion (a)

This letter is only suitable for use with SBC or DB

Dear

I have now completed my consideration of progress in accordance with clause 2.28.5 [*substitute '2.25.5' when using DB*] of the conditions of contract and

[*Either:*]

I confirm the date of completion of the contract as being [*insert date*].

[*Or:*]

I hereby fix a new later date for completion of [*insert date*]. The relevant events taken into account and the extension of time allotted to each are as follows:

[*list*]

[*Or:*]

After having regard to the following instructions [*insert instruction numbers*] for relevant omissions issued after the last occasion on which a new completion date was fixed, the new date for completion is now [*insert such earlier date as is reasonable but not earlier than the date in the contract particulars*].

The reductions in time for each relevant omission are: [*list*]

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 226

To contractor, reviewing extensions of time after completion date or practical completion (b)

This letter is only suitable for use with IC or ICD

Dear

I have now completed my consideration of progress in accordance with clause 2.19.3 of the conditions of contract and

[*Either:*]

I confirm the date of completion of this contract is [*insert date*].

[*Or:*]

I hereby give an extension of time of [*insert period*] which takes into account [*insert the relevant events taken into account for extension*]. The new date for completion is [*insert date*].

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 227

To client, enclosing certificate of non-completion (a)
This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

I enclose my certificate [*substitute 'notice' when using DB*] in accordance with clause 2.31 [*substitute '2.22' when using IC or ICD or '2.28' when using DB*] of the conditions of contract.

You may now take steps to recover liquidated damages at the rate stated in the contract particulars. The easiest way to do this is to deduct the appropriate sum from amounts otherwise due under my financial certificates [*substitute 'the contractor's applications for payment' when using DB*]. If you decide to follow this course of action, I enclose a draft letter which you must write to the contractor before making the deduction so that the contractor is in no doubt that you intend to make the deduction and the way in which the amount of the deduction is calculated. You should inform the contractor in a similar manner before each occasion on which you intend to deduct liquidated damages. In addition, you must send an effective withholding notice.

Yours faithfully

Letter 228

To client, if Works not complete (b)

This letter is only suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

The date for completion [*substitute 'completion date' when using GC/Works/1*] is [*insert date*]. This letter is to inform you that the Works are not complete.

You may now take steps to recover liquidated damages at the rate stated in the contract particulars [*substitute 'abstract of particulars' when using GC/Works/1 (1998)*]. The easiest way to do this is to deduct the appropriate sum from amounts otherwise due under my financial certificates. If you decide to follow this course of action, I enclose a draft letter which you should write to the contractor before making the deduction so that it is in no doubt that you intend to make the deduction and the way in which the amount of the deduction is calculated. If you do not intend to make the deduction until the final certificate, you must issue the letter not later than the date of issue of the final certificate.

You should also send an effective withholding notice.

Yours faithfully

Letter 229

To client, if Works not complete by date for completion and further extensions may be due

This letter is not suitable for use with MW, MWD, DB or GC/Works/1 (1998)

Dear

The date for completion of this contract was *[insert date]* and I enclose my certificate of non-completion as required by clause 2.31 *[substitute '2.22' when using IC or ICD]* of the contract.

You may, if you wish, deduct liquidated damages at the rate stated in the contract particulars for the period between the date the contract should have been completed and the date of practical completion. Alternatively, you may recover the damages as a debt. If you decide upon either of these routes, you must, not later than the date of the final certificate, give the contractor a written notice stating that you may require payment of, or you may withhold or deduct liquidated damages. If you intend to deduct, you must follow this with the appropriate withholding notice.

Please bear in mind, when deciding whether or not to deduct liquidated damages, that I have yet to carry out my review of extensions of time. It is not appropriate to begin until practical completion has occurred. Further extensions may be due. If, as a consequence of my review, I fix a later date for completion, you would be liable to repay any liquidated damages deducted for the period from the last up to the later completion date.

Yours faithfully

Letter 230

Draft letter from employer to contractor, before deducting liquidated damages
Special delivery

Dear

In accordance with clause 2.32.1.2 [*substitute '2.23.1.2' when using IC or ICD, '2.8.3' when using MW, '2.9.3' when using MWD, '2.29.1.2' when using DB or '55' when using GC/Works/1 (1998)*] I may require you to pay or I may deduct liquidated damages from the next financial certificate [*substitute 'payment' when using WCD 98*].

Yours faithfully

Letter 231

To client, advising on the deduction of liquidated damages

Dear

You are entitled to deduct liquidated damages at the appropriate rate. The contract stipulates that it is a matter for your discretion alone. Although I am always ready to give you advice, there may be considerations, unknown to me, which will influence your decision. Calculation of such damages is currently as follows:

Contract date for completion: *[insert date or extended date]*

Date at which liquidated damages calculated: *[insert date and state if it is also the date of practical completion or completion as appropriate]*
= *[insert number]* weeks @ *[insert amount]* per *[insert unit, e.g., whole days or whole weeks]* = *[insert total sum]*.

This calculation should be included in the withholding notice.

Yours faithfully

Letter 232

To client, if it would be unfair to deduct liquidated damages

Dear

The due date for completion of this contract was *[insert date]* and the contractor has not yet completed the Works.

[Or:]

I enclose my certificate *[substitute 'notice' when using DB]* of non-completion as required by the contract.

[Then:]

You are entitled to deduct liquidated damages at the appropriate rate. The decision to deduct is a matter for your discretion alone.

There may be considerations, unknown to me, which will influence your decision. May I, however, draw your attention to the following:

[Insert any mitigating information on behalf of the contractor.]

You may wish to take this information into account when making your decision.

Yours faithfully

Letter 233

To client, regarding common law claims

This letter is not suitable for use with MW or MWD

Dear

I enclose an application for additional payment dated [*insert date*] sent to me by the main contractor.

The contract makes provisions for me to deal with financial claims of specific kinds. This application does not/parts of this application do not [*delete as appropriate*] fall within these provisions and I have no authority under the contract to ascertain either validity or payment.

I advise that you should not simply reject the claim at this stage, because the contractor may decide to pursue the matter through the contract dispute resolution process. If you give me the requisite authority, I am prepared to examine the application on its merits and advise you regarding payment. Alternatively, you may wish to obtain specialised advice from a person versed in construction law. If so, I should be happy to accompany you to provide any additional information required.

Yours faithfully

Letter 234

To client regarding loss and/or expense applications
This letter is only suitable for use with MW or MWD

Dear Sir

I enclose an application for loss and/or expense dated [*insert date*] which has been submitted by the main contractor. Although there is a limited provision in clause 3.6 for me to include direct loss and/or expense in the valuation of instructions, the contract provisions do not allow me to ascertain validity or payment for submissions such as the enclosed.

Do not reject the claim out of hand, because the contractor may decide to pursue its claim through the contract dispute resolution procedures, which could be expensive. If you wish to discuss the claim with me, please telephone to arrange a suitable time for a meeting. It may be possible to settle the matter quite easily with the contractor. At our meeting, we could discuss whether it is necessary to obtain specialised advice before proceeding.

Yours faithfully

Letter 235

To contractor, if *ex-gratia* or common law application submitted

Dear

I have received your application for payment dated [*insert date*] which has been passed to the employer for a decision, because it does not fall within the limits of my authority under the terms of the contract.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 236

To client, regarding *ex-gratia* claims

Dear

I enclose an application for payment dated [*insert date*] sent to me by the main contractor.

The claim appears to be purely *ex gratia*. In other words, it has no legal basis. The contractor is simply asking you to consider making a payment, because it has suffered hardship. Let me know if you require any particular information in order to come to a decision. Remember that, even if you decide that the contractor has indeed suffered hardship, you are under no obligation to pay anything.

Yours faithfully

Letter 237

To contractor, rejecting application due to failure to comply with contract
This letter is not suitable for use with MW or MWD

Dear

I refer to your application for loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*] received on the [*insert date*].

I cannot begin to consider your claim because you have failed to comply with the requirements of clause 4.23 [*substitute '4.17' when using IC or ICD, '4.19' when using DB or '46' when using GC/Works/1 (1998)*]. In particular, you have failed in your duty to [*specify, clearly and concisely, how the contractor has failed*].

Yours faithfully

Copy: Quantity surveyor

Letter 238

To contractor, if application badly presented
This letter is not suitable for use with MW or MWD

Dear

I refer to your application for loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*] dated [*insert date*].

Although it appears, at first sight, that you have satisfied all the procedural requirements of the contract and I can begin to consider your application, the way in which you have presented the application makes it virtually incomprehensible with little discernable link between cause and effect and lacking evidence to support your assertions. I must warn you that it is my duty to reject it, or any part of it, if I am not satisfied of its validity. Obviously, I cannot be satisfied of the validity of something which is badly presented and poorly evidenced.

Please consider whether you wish to resubmit your application in a more comprehensible form with proper substantiation. I will postpone my consideration for seven days to give you the opportunity to decide. If you still believe that your application is perfectly clear, it might be useful to meet. I am prepared to arrange a meeting if you will telephone to agree a suitable day and time.

Yours faithfully

Copy: Quantity surveyor

Letter 239

To contractor, after receipt of estimate of loss and/or expense under supplemental provision, schedule 2, paragraph 5

This letter is only suitable for use with DB

Dear

I refer to your estimate of the addition to the contract sum, which you require in respect of direct loss and/or expense, submitted with your application for interim payment dated *[insert date which should not be more than 21 days before the date of this letter]*.

[Either:]

I accept your estimate.

[Or:]

I wish to negotiate on the amount of the addition to the contract sum and in default of agreement to refer the issue for decision of the adjudicator under clause 9.2.

[Or:]

The provisions of clause 4.19 shall apply in respect of the loss and/or expense to which the estimate relates.

Yours faithfully

Letter 240

To contractor, requesting further information in support of financial claim
This letter is not suitable for use with MW or MWD

Dear

I refer to your application for loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*] dated [*insert date and add, if appropriate:*] and the further particulars which I received on the [*insert date*].

In accordance with clause 4.23.2 [*substitute '4.17' when using IC or ICD, '4.19.2' when using DB, 'schedule 2, paragraph 5.4' when using supplemental provisions of DB or '46(3)(b)' when using GC/Works/1 (1998)*] I require the following information before I can begin to consider your application:

[*Insert clear details of information required.*]

Yours faithfully

Copy: Quantity surveyor

Letter 241

To contractor, rejecting application for loss and/or expense
This letter is not suitable for use with DB, MW or MWD

Dear

I refer to your application for loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*], under clause 4.23 [*substitute '4.17' when using IC or ICD, '4.19' when using DB or '46' when using GC/Works/1 (1998)*] of the contract, received on the [*insert date*].

After careful consideration of the evidence, I have to inform you that I can find no grounds for ascertaining any loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*] at this time.

Yours faithfully

Copy: Quantity surveyor

Letter 242

To contractor, accepting financial claim

This letter is not suitable for use with MW or MWD

Dear

I refer to your application for loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*], the last part of which I received on [*insert date*].

I have carefully considered the evidence and I am of the opinion that there is merit in your application. Therefore, I am proceeding/I am asking the quantity surveyor [*delete as appropriate*] to ascertain the amount to be added to the contract sum. I/The quantity surveyor [*delete as appropriate*] will shortly be requesting you to provide the details of loss and/or expense reasonably necessary for the ascertainment.

Yours faithfully

Letter 243

To contractor, partly accepting financial claim

This letter is not suitable for use with MW or MWD

Dear

I refer to your application for loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*], the last part of which I received on [*insert date*].

I have carefully considered the evidence and I am of the opinion that there is merit in parts of your application. Therefore, I am proceeding/I am asking the quantity surveyor [*delete as appropriate*] to ascertain the amount to be added to the contract sum in respect of the parts which I believe to be valid. I/The quantity surveyor [*delete as appropriate*] will shortly be requesting you to provide the details of loss and/or expense reasonably necessary for the ascertainment.

Yours faithfully

Letter 244

To quantity surveyor, requesting ascertainment of loss and/or expense
This letter is not suitable for use with MW or MWD

Dear

I enclose an application dated [*insert date*] received from the contractor in respect of loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*].

In my opinion, the application is properly made and discloses a valid entitlement. I should be pleased if you would proceed as soon as possible to ascertain the payment due to the contractor, based on actual loss and actual expense.

Yours faithfully

Letter 245

To quantity surveyor, requesting partial ascertainment of loss and/or expense

This letter is not suitable for use with MW or MWD

Dear

I enclose a copy of an application dated [*insert date*] received from the contractor in respect of loss and/or expense [*substitute 'expense' when using GC/Works/1 (1998)*].

In my opinion, the application discloses a valid entitlement in part. Other parts of the application have no validity. You will see that I have clearly marked on your copy of the application the parts which I believe to be valid. I should be pleased if you would proceed as soon as possible to ascertain the payment due to the contractor in respect of these parts, based on actual loss and actual expense.

Yours faithfully

Letter 246

To client, enclosing report on application

This letter is not suitable for use with MW or MWD

Dear

I have received an application from the contractor requesting payment of loss and/or expense caused by *[insert matters briefly]*.

In making my decision on any entitlement to payment, I have acted strictly in accordance with the terms of the contract.

I enclose a copy of my brief report setting out the main points of the application and my decisions in each case. This report is for your information, but I will be happy to explain anything which may seem unclear.

Yours faithfully

Letter 247

To client, on receipt of contractor's 7-day notice suspending performance of obligations

By fax and special delivery

Dear

I have today received a copy of the contractor's 7-day notice suspending performance of obligations. If it is correct and you have not paid the amount due, may I suggest that you pay without delay, sending the cheque by courier and obtaining a receipt.

If you allow the contractor to suspend, it will not only mean a suspension of building operations for which the contractor will be entitled to an extension of time and to make application for financial losses, it will also be entitled to suspend all insurance of the Works.

If, however, you know of some reason why the notice is invalid, please let me know immediately so that I can draft a reply for you to send.

Yours faithfully

Letter 248

Draft letter from employer to contractor, on receipt of 7-day notice suspending performance of obligations

Dear Sir

I refer to your letter dated [*insert date*] which purports to be a 7-day suspension notice.

[*If the notice is valid, add:*]

I confirm that payment of the amount due will be made in full before the expiry of the notice period.

[*Otherwise, add either:*]

The purported notice contains a serious error.

[*Or:*]

We are advised that your purported notice is ambiguous.

[*Or:*]

Your purported notice does not take account of my withholding notice dated [*insert date*].

[*Then add:*]

Your notice is, therefore, invalid and of no effect. Take notice that if you proceed to suspend performance of your obligations, it will be unlawful. It will amount to repudiation and you will be liable to me in substantial damages.

Yours faithfully

Letter 249

To contractor, on resumption of obligations after suspension
By fax and special delivery

Dear

I am glad to see that you propose to resume work on site after your recent suspension. Please provide evidence to demonstrate that all the insurances which you are obliged to maintain under the contract are still in place.

Yours faithfully

Letter 250

To contractor, giving notice of default (a)

*This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)
Special delivery*

Dear

I hereby give you notice under clause 8.4.1 of the conditions of contract that you are in default in the following respects:

[Insert details of the default with dates if appropriate.]

If you continue the default for fourteen days after receipt of this notice or if at any time you repeat such default, whether previously repeated or not, the employer may within ten days of such continuance or within a reasonable time after such repetition by a further notice terminate your employment under this contract.

Yours faithfully

Copies: Employer
Quantity surveyor

Letter 251

To contractor, giving notice of default (b)

This letter is only suitable for use with MW or MWD

Special delivery

Dear

I hereby give notice under clause 6.4.1 of the contract that you are in default in the following respects:

[Insert details of the default with dates if appropriate.]

If you continue the default for 7 days after receipt of this notice, the employer may within 10 days by a further notice terminate your employment under this contract.

Yours faithfully

Copies: Employer

Quantity surveyor *[if appointed]*

Letter 252

To contractor, giving notice of default (c)

This letter is only suitable for use with GC/Works/1 (1998)

Special delivery

Dear

I hereby give notice that the following grounds for determination exist
[describe grounds for determination under clauses 56(6)(a), (b) or (e) and the facts].

If these grounds are still in existence on [insert date 14 days after the date the contractor will receive this notice], the employer will be entitled to determine the contract forthwith by further notice.

Yours faithfully

Letter 253

To client, if contractor continues the default

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

I refer to our conversation on the *[insert date]* following which I sent a notice of default to the contractor.

The notice period has expired this morning and I carried out a site inspection in company with the clerk of works. I have to report that *[insert details of the default]* is continuing. Under the terms of the contract and specifically clause 8.4.2 you may, if you so wish, terminate the employment of the contractor and I enclose a draft letter which you should use for that purpose. I anticipate that you may wish to discuss the matter with me or you may wish to take legal advice before taking any further action and I will telephone you tomorrow.

Please note that if you decide to terminate the contractor's employment, you must do so by *[insert date which must be no later than 10 days hence]* at the latest.

Yours faithfully

Letter 254

To client, if contractor continues the default (b)

This letter is only suitable for use with MW or MWD

Dear

I refer to our conversation on the *[insert date]* following which I sent a notice of default to the contractor.

I carried out a site inspection this morning *[add 'in company with the clerk of works' if appropriate]* and I have to report that *[insert details of the default]* is continuing. Under the terms of the contract and specifically clause 6.4.2 you may, if you so wish, terminate the employment of the contractor and I enclose a draft letter which you should use for that purpose. I anticipate that you will wish to discuss the matter with me or you may wish to take legal advice before taking any further action and I will telephone you tomorrow.

Please note that if you decide to terminate the contractor's employment, you must do so by *[insert date which must be no later than 10 days hence]* at the latest.

Yours faithfully

Letter 255

To client, if contractor is in default (c)

This letter is only suitable for use with GC/Works/1 (1998)

Dear

I refer to our conversation on the *[insert date]* when we discussed *[insert brief details of the contractor's default]*. Following that conversation, as agreed, I issued a default notice to the contractor¹.

I carried out a site inspection this morning in company with the clerk of works and I have to report that *[insert details of the default]* is continuing 14 days after the default letter. The situation is clearly very serious and I believe that the contractor is making little effort to rectify matters. Under the terms of the contract and specifically clause 56 you may, if you so wish, determine the contract forthwith and I enclose a draft letter which you could use for that purpose. I anticipate that you will wish to discuss the matter with me or you may wish to take legal advice before taking any further action and I will telephone you tomorrow.

Yours faithfully

¹ *This letter should not be sent until 14 days after the date the contractor has received the default letter.*

Letter 256

Draft letter from employer to contractor, terminating employment after default notice

This letter is not suitable for use with GC/Works/1 (1998)

Special delivery

Dear

I refer to the notice dated [*insert date of notice*] sent to you by the architect [*omit this phrase if using DB*].

In accordance with clause 8.4.2 [*substitute '6.4.2' when using MW or MWD*] of the contract take this as notice that I hereby terminate your employment under this contract without prejudice to any other rights or remedies which I may possess.

The rights and duties of the parties are governed by clauses 8.7 and 8.8 [*substitute '6.7' when using MW or MWD*]. No temporary buildings, plant, tools, equipment, goods or materials shall be removed from site until and if the architect [*substitute 'I' when using DB*] shall so instruct. Note that clause 8.7.3 [*substitute '6.7.2' when using MW or MWD*] stipulates that any provisions of the contract which require further payment or release of retention now cease to apply.

The architect [*substitute 'I' when using DB*] will write to you within fourteen days regarding all sub-contractors and suppliers.

Yours faithfully

Copies: Architect
Quantity surveyor

Letter 257

To client, if termination by either party possible

This letter is not suitable for use with GC/Works/1 (1998)

Dear

On the *[insert date]* the whole or substantially the whole of the Works will have been suspended for *[insert period stated in the contract particulars or 'one month' when using MW or MWD]*. Immediately thereafter, you may issue a notice that unless the suspension ceases within 7 days of receipt of the notice, you may terminate the contractor's employment under the contract. This is an extremely serious step and if you wish I can draft you an appropriate notice. However, I suggest that we should meet to discuss the possible consequences in detail. I will telephone you in the next few days.

Yours faithfully

Letter 258

Draft letter from employer to contractor, giving notice if termination by either party possible

This letter is not suitable for use with GC/Works/1 (1998)

Special delivery

Dear

The whole or substantially the whole of the uncompleted Works has been suspended for a period of *[insert period]* by reason of *[insert whichever of the reasons are applicable and quote the clause number 8.11.1.1 to 8.11.1.5 or clause number 6.10.1.1 to 6.10.1.5 when using MW or MWD]*.

Take this as notice under the provisions of clause 8.11.1 *[substitute 6.10.1 when using MW or MWD]* that unless the suspension ceases within 7 days of the date you receive this notice, I may by further notice terminate your employment under the contract.

Yours faithfully

Copies: Architect *[except when using DB]*
Quantity surveyor

Letter 259

Draft letter from employer to contractor, terminating if termination by either party possible

This letter is not suitable for use with GC/Works/1 (1998)

Special delivery

Dear

I refer to my letter dated *[insert date]* giving notice of my right to terminate if the suspension did not cease

In accordance with clause 8.11.1 *[substitute '6.10.1' when using MW or MWD]* of the contract, take this as notice that I hereby terminate your employment under the contract.

The right and duties of the parties are governed by clause 8.12 *[substitute '6.11' when using MW or MWD]*.

Please provide me, within 2 months, with all documents necessary for me to prepare an account. *[Substitute the following if using MW or MWD:]* As soon as reasonably practical, you should prepare an account in accordance with clause 6.11, bearing in mind that clause 6.11.2.3, dealing with direct loss and/or damage, is not applicable in this instance.

Yours faithfully

Copies: Architect [except when using DB]

Quantity surveyor

Letter 260

Draft letter from employer to contractor, terminating employment after loss or damage

*This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)
Special delivery*

Dear

I refer to your notice of the *[insert date]* giving notice of loss or damage occasioned by *[insert particulars of loss or damage which must have been occasioned by one or more of the insured risks]*.

In accordance with schedule 3, *[substitute 'schedule 1' when using IC or ICD]* paragraph C.4.4 take this as notice that I hereby terminate your employment under the contract, because I consider that it is just and equitable so to do.

The rights and duties of the parties are governed by clauses 8.12.2 to 8.12.5 (except clause 8.12.3.5).

Yours faithfully

Copies: Architect *[except when using DB]*
Quantity surveyor

Letter 261

Draft letter from employer to contractor, terminating if terrorism cover no longer available

*This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)
Special delivery*

Dear

[Either:]

I have received notice from the insurers that, with effect from *[insert date]*, terrorism cover will cease and will no longer be available.

[Or:]

Thank you for your letter dated *[insert date]* notifying me that you have heard from the insurers that, with effect from *[insert date]*, terrorism cover will cease and will no longer be available.

[Then:]

In accordance with clause 6.10.2.2 take this as notice that your employment under the contract will terminate on the *[insert a date which must be no later than the cessation date]*. The rights and duties of the parties will be governed by clauses 8.12.2 to 8.12.5 (excluding clause 8.12.3.5).

Yours faithfully

Copies: Architect *[except when using DB]*
Quantity surveyor

Letter 262

Draft letter from employer to contractor, determining contract
This letter is only suitable for use with GC/Works/1 (1998)
Special delivery

Dear

Take this as notice under clause 56(1)(a) of the contract that I hereby determine this contract.

[If appropriate add:]

The following grounds apply: *[describe any grounds which fall within clause 56(6)(a), (b) or (e)].*

[Then:]

The rights of the parties are governed by clause 57. I will write to you as soon as practicable, but in any event not later than three months hence/the date of completion *[delete whichever is later]* to give directions under clause 56(3). You must not remove any Things of whatsoever kind before you receive my directions.

Yours faithfully

Copies: Architect
Quantity surveyor

Letter 263

To client, regarding insurance after termination

Dear

Your notice of termination is being sent to the contractor today. On termination, the contractor no longer has any liability to insure the Works. You should consult your own broker without delay to obtain cover similar to that which the contractor was required to have under the provisions of this contract. I enclose copies of the whole of clause 6 and schedule 3 [*substitute '6 and schedule 1' when using IC or ICD, '5' when using MW or MWD or '8' when using GC/Works/1 (1998)*] which you should give to your broker for reference.

Your insurance cover should be maintained at least until suitable arrangements have been made to complete the Works using another contractor.

Yours faithfully

Copy: Quantity surveyor

Letter 264

To client, if contractor likely to terminate its employment or has issued a default notice

This letter is not suitable for use with GC/Works/1 (1998)

Dear

I have reason to believe that the contractor is seriously considering taking action to terminate its employment under the contract. *[If the contractor has sent a default notice substitute the following:]* I note that the contractor has issued a default notice which expires on the *[insert date]*.

The results of such action would be disastrous for the project. A contractor who terminates under the provisions of clauses 8.9 or 8.10 *[substitute '6.8 or 6.9' when using MW or MWD]* is entitled to claim the direct loss and/or damage caused to it by the termination. Continuing the project with a new contractor will usually involve substantial extra costs and a new contract will take time to set up. I have arranged a special meeting with the contractor at this office to hear any grievances. The meeting will be at *[insert time]* on *[insert date]* and I should be grateful if you would keep yourself available to approve any action which may need to be taken. In any event, I will telephone immediately after the meeting to inform you of the result.

Yours faithfully

Copy: Quantity surveyor

Letter 265

To client, if contractor likely to terminate its employment if termination by either party is possible

This letter is not suitable for use with GC/Works/1 (1998)

Dear

I have reason to believe that the contractor is seriously considering taking action to terminate its employment under clause 8.11 [*substitute '6.10' when using MW or MWD*] of the contract. [*If the contractor has sent a notice substitute the following:*] I note that the contractor has issued a notice prior to termination under clause 8.11 [*substitute '6.10' when using MW or MWD*] of the contract which expires on the [*insert date*].

It is generally undesirable in principle for the contractor to proceed to terminate its employment for any reason. In this instance, the contractor will not be entitled to claim direct loss and/or damage, but continuing the project with a new contractor will usually involve substantial extra costs and a new contract will take time to set up. Although it may not be possible to bring the suspension to an end within the 7 days allowed by the notice, it may be possible to come to some other arrangement with the contractor short of termination. It is, of course, entirely a matter for you to decide whether you wish to proceed in this way or simply to accept the termination and its consequences. I should be grateful if you could let me know as a matter of some urgency whether you wish to discuss this matter further with me or whether you wish to meet the contractor to agree a way forward. I am happy to arrange a meeting with the contractor if you so wish.

Yours faithfully

Copy: Quantity surveyor

Letter 266

To client, if contractor likely to terminate its employment because it is just and equitable to do so

This letter is not suitable for use with MW, MWD or GC/Works/1 (1998)

Dear

I have reason to believe that the contractor is seriously considering taking action to terminate its employment under schedule 3, paragraph C.4.4 [substitute 'schedule 1, paragraph C.4.4' when using IC or ICD] of the contract, i.e., because it is just and equitable to do so.

In most cases, it is undesirable for the contractor to proceed to terminate its employment. In this instance, the contractor will not be entitled to claim direct loss and/or damage, but if you wished to continue the project with a new contractor substantial extra costs will be involved and a new contract will take time to set up. It may be possible to come to some arrangement with the contractor short of termination. It is, of course, entirely a matter for you to decide whether you wish to proceed in this way or simply to accept the termination and its consequences. I should be grateful if you could let me know as a matter of some urgency whether you wish to discuss this matter further with me or whether you wish to meet the contractor to agree a way forward. I am happy to arrange a meeting with the contractor if you so wish.

Yours faithfully

Copy: Quantity surveyor

Letter 267

To client, if contractor terminates its employment

This letter is not suitable for use with GC/Works/1 (1998)

Dear Sir

I understand that the contractor has today sent notice terminating its employment under the contract.

The result of this action is likely to be very serious and you should take specialist advice as a matter of urgency. I will accompany you at the meeting together with the quantity surveyor in order to provide any information that may be required. We will make ourselves available at any time.

Yours faithfully

Copy: Quantity surveyor

Letter 268

Draft letter from employer to contractor, giving notice of intention to refer a dispute to adjudication
Special delivery

Dear

Under the provisions of article 7 and clause 9.2 [*substitute 'article 6, clause 7.2' when using MW or MWD or '59(1)' when using GC/Works/1 (1998)*] of Standard Building Contract 2005/Intermediate Building Contract 2005/Intermediate Building Contract with contractor's design 2005/Minor Works Building Contract 2005/Minor Works Building Contract with contractor's design 2005/Design and Build Contract 2005/GC/Works/1 with Quantities (1998) [*delete as appropriate*] dated [*insert date contract executed*] we intend to refer the following dispute or difference to adjudication¹: [*insert a description of the dispute*]. We will be requesting the adjudicator to [*insert the nature of the redress sought, e.g., 'give a declaration that the whole of the paintwork, or such parts as the adjudicator shall decide, is not in accordance with the contract'*].

[*Add, if appropriate:*]

The adjudicator will be [*insert name*] as specified in the contract particulars/abstract of particulars.

Yours faithfully

Copy: Nominating Body [*except where the adjudicator is named and should be sent a copy*]

[¹ *It should be noted that it is comparatively rare for the employer to deal with an adjudication and usually someone experienced in adjudication will be instructed to deal with it on the employer's behalf.*]

Letter 269

Draft letter from employer to Nominating Body, requesting nomination of an adjudicator

*This letter is not suitable for use if the adjudicator is named in the Contract Particulars/Abstract of Particulars
Special delivery*

Dear

We enclose a notice of intention to refer disputes and/or differences under the contract to adjudication¹. We have today served this notice and covering letter on the other party to the contract: *[insert the name of the contractor]*. The contract was executed on Standard Building Contract 2005/Intermediate Building Contract 2005/Intermediate Building Contract with contractor's design 2005/Minor Works Building Contract 2005/Minor Works Building Contract with contractor's design 2005/Design and Build Contract *[delete as appropriate]* dated *[insert date contract executed]*. The Scheme for Construction Contracts (England and Wales) Regulations 1998 *[substitute 'The Scheme for Construction Contracts in Northern Ireland Regulations (Northern Ireland) 1998' when the contract is under the law of Northern Ireland]* applies.

You are the selected nominator. Therefore, in accordance with paragraph 2(1)(b) *[substitute '2(1)(c)' if no nominator selected]* of the Scheme, we hereby make application to you to appoint an adjudicator. A copy of the completed application form and the claimant's cheque in the sum of *[insert the amount]* is enclosed.

Yours faithfully

Copy: Contractor

^[1] *It should be noted that it is comparatively rare for the employer to deal with an adjudication and usually someone experienced in adjudication will be instructed to deal with it on the employer's behalf.]*

Letter 270

Draft letter from employer to adjudicator, enclosing the Referral
Special delivery

Dear

In accordance with your directions, *[delete if the adjudicator has not issued any directions at the date when the employer wishes to submit the Referral]* I enclose the Referral documentation in this matter together with a further copy of the notice of intention to refer to adjudication¹.

A copy of this letter has been sent to the Respondent.

Yours faithfully

Copy: Contractor

[¹ It should be noted that it is comparatively rare for the employer to deal with an adjudication and usually someone experienced in adjudication will be instructed to deal with it on the employer's behalf.]

Letter 271

Draft letter from employer to contractor, if adjudicator's decision is in employer's favour
Special delivery

Dear

No doubt you have received the adjudicator's decision.

The decision states that you must [*insert the element of the decision, e.g., pay £... or perform some task*] by [*insert date*]. Please confirm that you intend to comply with the decision.

If you have not [*insert the element of the decision, e.g., paid £... or performed the task*] by [*insert date stipulated by the adjudicator*], I will immediately instruct solicitors to commence enforcement proceedings.

Yours faithfully

Letter 272

To employer, if asked to respond to contractor's adjudication notice
By fax and post

Dear Sir

Thank you for your letter dated *[insert date]* asking me to act for you in responding to the contractor's adjudication notice.

Unfortunately, what you ask is beyond the scope of my expertise and, for that reason, it is not included in my services.

You should immediately instruct a person or firm, experienced in these matters, to represent you. There is no time to lose because the adjudication procedure is designed to be very fast.

Yours faithfully

Letter 273

Draft letter from employer to contractor, requesting concurrence in the appointment of an arbitrator

This letter is not suitable for use with GC/Works/1 (1998)

Special delivery

Dear

I hereby give you notice that I require the undermentioned dispute or difference between us to be referred to arbitration in accordance with article 8 and clauses 9.3 to 9.8 [*substitute 'article 7 and clause 7.3' when using MW or MWD or 'clause 60' when using GC/Works/1 (1998)*] of the contract between us dated [*insert date*]. Please treat this as a request to concur in the appointment of an arbitrator.

The dispute or difference is [*insert brief description*].

I propose the following three persons for your consideration and require your concurrence in the appointment within 14 days of the date of service of this letter, failing which I shall apply to the President or Vice-President of the Royal Institute of British Architects/Royal Institution of Chartered Surveyors/Chartered Institute of Arbitrators/ [*delete as appropriate*].

[*List names and addresses of the three persons.*]

Yours faithfully

Letter 274

Draft letter from employer to contractor, requesting concurrence in the appointment of an arbitrator

This letter is only suitable for use with GC/Works/1 (1998)

Special delivery

Dear

I hereby give you notice that I require the undermentioned dispute or difference between us to be referred to arbitration in accordance with clause 60 of the contract between us dated [*insert date*].

The dispute or difference is [*insert brief description*].

Yours faithfully

Letter 275

Draft letter from employer to relevant Professional Body, if there is no concurrence in the appointment of an arbitrator or, in the case of GC/Works/1 (1998), the named arbitrator is unable to act
Special delivery

Dear

I am an employer who has entered into a building contract in Standard Building Contract 2005/Intermediate Building Contract 2005/Intermediate Building Contract with contractor's design 2005/Minor Works Building Contract 2005/Minor Works Building Contract with contractor's design 2005/Design and Build Contract 2005/GC/Works/1 with Quantities (1998) [*delete as appropriate*] form which makes provision for your President or Vice-President to appoint an arbitrator.

I should be pleased to receive an appropriate form of application and supporting documentation, together with a note of the current fee payable on application.

Yours faithfully

Letter 276

Draft letter from employer to contractor proposing mediation of a dispute

This letter is not suitable for use with GC/Works/1 (1998)

Dear

I refer to the unfortunate dispute which has arisen regarding [*insert brief details of the dispute sufficient to identify it*]. We appear to be some distance from a resolution of the problem. I believe both parties sincerely hold their respective positions while seeking a fair solution.

I note that clause 9.1 [*substitute '7.1' when using MW or MWD*] of the contract permits us to resolve the dispute by means of mediation and it seems that mediation offers a less confrontational forum than either adjudication or arbitration. I, therefore, suggest that we should jointly appoint a mediator to guide us to a sensible resolution of the dispute. With this in mind, I propose the following two people for your consideration and, hopefully the agreement of one of them. If you agree to mediation, but not to either of my suggested mediators, perhaps you would suggest some suitable names for my consideration.

[*List names and addresses of two people.*]

I look forward to hearing from you as soon as possible, but ideally within, say, 7 days.

Yours faithfully

Copies: Architect
Quantity surveyor

Letter 277

To client, if impractical to carry out certain services
Special delivery

Dear

In accordance with clause 2.3 [*substitute '7' when using SW/99, 'A2.1.2(h)' when using S-Con-07-A or '1.2.2' when using C-Con-07-A*] of the terms of engagement, I am required to give you this notice that a circumstance has arisen, namely [*insert concise details*], which make it impracticable to carry out [*insert details of services*].

I should be grateful, therefore, if you would telephone me as a matter of urgency in order to agree a suitable course of action having regard to all the circumstances.

Yours faithfully

Letter 278

To client, determining all performance and obligations by reasonable notice

*This letter is not suitable for use with S-Con-07-A or C-Con-07-A
Special delivery*

Dear

In accordance with clause 8.5 of the terms of engagement, please take this as notice that I intend to determine [*substitute 'terminate' when using SW/99*] performance of all of the Services and my obligations under part 2 of [*delete 'part 2 of' when using SW/99*] the conditions on the [*insert date of termination*].

My grounds for determination [*substitute 'termination' when using SW/99*] are [*insert a brief description*].

I shall be happy to meet you to discuss matters arising from this determination [*substitute 'termination' when using SW/99*], including the use of drawings and documents already prepared, my fees and the appointment of another architect. Please inform me of a date and time which will be convenient for you to attend this office or alternatively, if you prefer, for me to visit you.

Yours faithfully

Letter 279

To client, giving 14 days notice to terminate the agreement

This letter is only suitable for use with S-Con-07-A or C-Con-07-A
Special delivery

Dear

In accordance with clause A8.5 [*substitute '8.3' when using C-Con-07-A*] take this as notice that [*insert a description of one of the three circumstances*] has arisen and if [*insert a description of the relevant circumstance*] is not concluded within 14 days of the date of receipt of this letter, I will proceed to terminate the Agreement.

Yours faithfully

Letter 280

To client, terminating the agreement

This letter is only suitable for use with S-Con-07-A or C-Con-07-A

Special delivery

Dear

I refer to my letter dated *[insert date]* giving you 14 days notice in connection with *[insert a description of the relevant circumstance]*. In accordance with clause A8.5 *[substitute '8.3' when using C-Con-07-A]* I hereby terminate the Agreement.

Yours faithfully

Letter 281

To client, if client terminates appointment by reasonable notice (a)
This letter is not suitable for use with S-Con-07-A or C-Con-07-A
Special delivery

Dear

Thank you for your letter of the *[insert date]*, by which I understand that you intend to terminate performance of all my services on the *[insert date]*.

I am arranging to cease my services on the date stated and immediately thereafter I will submit an account to cover all outstanding fees. When I receive your payment, you will be entitled to all the drawings and documents prepared for the work although, in view of the circumstances, the information will be incomplete and I cannot accept responsibility for errors or omissions. In any event, on termination, you will cease to rely on me.

[If practical completion of the project has been achieved or if you are charging full fees, add:]

On receipt of all fees properly due, you will be entitled to reproduce the work shown on the drawings and documents once only on the site to which it relates. The copyright in all drawings and documents remains vested in me.

[If practical completion of the project has not been achieved or if you are charging a nominal fee, add instead:]

You are not entitled to reproduce the work shown on my drawings and documents by executing the project without my permission. I am prepared to grant you permission to reproduce such work once only on the site to which it relates on payment of an additional fee of *[insert amount]*. The copyright in all the documents remains vested in me.

Yours faithfully

Letter 282

To client, if client terminates appointment by reasonable notice (b)
*This letter is only suitable for use with S-Con-07-A or C-Con-07-A
Special delivery*

Dear

Thank you for your letter of the *[insert date]*, by which I understand that you intend to terminate the Agreement on the *[insert date]*.

I am arranging to cease my services on the date stated and immediately thereafter I will submit an account to cover all outstanding fees and, in accordance with clause A5.15.2(a) *[substitute '5.7' when using C-Con-07-A]*, all direct costs I have properly and necessarily incurred by reason of the termination. When I receive your payment, you will be entitled to all the drawings and documents prepared for the work although, in view of the circumstances, the information will be incomplete and I cannot accept responsibility for errors or omissions. In any event, on termination, you will cease to rely on me.

On receipt of all fees properly due, you will be entitled to reproduce the work shown on my drawings and documents once only on the site to which it relates. The copyright in all such drawings and documents vests in me.

Yours faithfully

Letter 283

To client, if client has not given instructions to resume suspended service within six months (a)

This letter is only suitable for use with SFA/99 and CE/99

Special delivery

Dear

You suspended my services in connection with the above project by your notice of the [insert date]. The effective date of suspension of services was [insert date].

It is now more than six months from the date of suspension and, in accordance with clause 8.3 of the terms of engagement, I hereby make written request for instructions to resume my services, such instructions to be in writing.

If such instructions have not been received by me within 30 days of the date of this letter, I have the right to treat the appointment as terminated.

Yours faithfully

Letter 284

To client, if client has not given instructions to resume suspended service within six months (b)

This letter is only suitable for use with SW/99

Special delivery

Dear

You suspended my services in connection with the above project by your notice of the *[insert date]*. The effective date of suspension of services was *[insert date]*.

It is now more than six months from the date of suspension and, in accordance with clause 33 of the terms of engagement, I hereby terminate the Appointment.

Yours faithfully

Letter 285

To client, if another architect appointed
Special delivery

Dear

I was surprised to hear that you have appointed another architect to carry out the above project. Perhaps you would be good enough to confirm that my information is correct?

My own appointment, of course, continues until you formally give me reasonable [*substitute '14' days when using S-Con-07-A or C-Con-07-A*] notice of termination in accordance with clause 8.5 [*substitute '33' when using SW/99, 'A8.4' when using S-Con-07-A or '8.2' when using C-Con-07-A*] of the terms of engagement. I should be pleased to hear from you on this matter so I can take appropriate action, including stopping work, closing my files, preparing my fee account and calculating any copyright licence fee payable.

Yours faithfully

Letter 286

To other architect, appointed by client, if fees etc. outstanding
Special delivery

Dear

I have been informed that my client [*insert name*] has instructed you to carry out work on the above project. Since I have not had any communication from you in accordance with Principle 3, Guidance Note 7.5 of the RIBA Code of Professional Conduct, I should be pleased if you would let me know if my information is correct.

Clearly, you were not aware of my prior involvement, but I suggest that before accepting my client's instructions, you should read Guidance Note 4.9, which deals with the information you should ascertain from your potential client and inform my client that it would not be proper for you to proceed until the appropriate termination formalities, including payment of my fees, have been completed.

[*Add, if appropriate:*]

Copyright in all material which I have produced vests in me and my client does not have a licence to use or to reproduce the material for any purpose whatsoever.

[*Then:*]

I have informed my client of the necessity of terminating my appointment in strict accordance with the applicable conditions of my terms of engagement [*add, if appropriate:*] of paying my outstanding fees and a licence fee in respect of copyright material.

Yours faithfully

Letter 287

To employer who wishes to use new building before practical completion certified (a)

Dear

I understand that you wish to use the building/part of the building [*delete as appropriate*] before I certify practical completion [*substitute 'that the Works are completed in accordance with the contract' when using GC/Works/1 (1998)*].

I strongly advise you not to follow this course of action because it may give rise to complications. If it is absolutely essential that you use the building, the contractor may well assert that such use has caused damage for which it will hold you liable. Such assertions are always difficult to refute completely.

It is a matter for you to decide and let me have your instructions. The contractor's permission must be obtained and there are insurance implications to discuss with your insurance broker.

Yours faithfully

Letter 288

To employer who wishes to use part of the Works before practical completion certified (b)

This letter is not suitable for use with MW, MWD and GC/Works/1 (1998)

Dear

I refer to your letter/telephone call/e-mail [*delete as appropriate*] of the [*insert date*] and I understand that you wish to use part of the Works before practical completion is certified.

You have two options. Under the provisions of clauses 2.33 to 2.37 [*substitute '2.25 to 2.29' when using IC or ICD or '2.30 to 2.34' when using DB*] if the contractor consents, you may take possession of any part of parts of the Works. If you do so, practical completion is deemed to have occurred for the relevant part and the rectification period for that part will commence. The contractor will have no further insurance obligation and the insurance liability for that part will revert to you. Obviously, the liquidated damages recoverable from the contractor will reduce in proportion to the value of the relevant part compared with the Works as a whole.

The other option is contained in clause 2.6 [*substitute '2.5' when using DB*]. This clause does not allow partial possession, but it does allow you to use or occupy the site or the Works or a part, for storage or for some other purpose, before practical completion. Unlike partial possession, practical completion is not deemed to have occurred. The contractor's consent is required but, before that, the contractor [*substitute 'you' if insurance options B or C apply*] must notify the insurers and obtain confirmation that such use or occupation will not prejudice the insurance.

[*continued*]

Letter 288 continued

[If option insurance A applies, add:]

If the contractor notifies you that the insurer's confirmation is conditional on the payment of an additional premium and you are happy with the amount, the premium will be added to the contract sum.

Yours faithfully

Letter 289

To consultants, regarding testing and commissioning of plant

Dear

Your programmed dates for testing and commissioning of [*insert nature of plant*] are [*insert dates*]. Please let me know by return if these dates are still valid so that I can invite the client to be present.

Yours faithfully

Letter 290

To client, regarding testing and commissioning of plant

Dear

Arrangements have been made for the [*insert nature of plant*] to be tested and commissioned on the [*insert dates*] beginning at [*insert time*]. It would be advisable for you or your representative to be present to witness the procedure and to satisfy yourself with regard to the operation of the plant.

Yours faithfully

Copies: Consultants
Clerk of works

Letter 291

To client, prior to completion

Dear

I anticipate that the building will be ready for me to certify practical completion [*substitute 'that the Works are completed in accordance with the contract' when using GC/Works/1 (1998)*] and for you to take possession on [*insert date*] and I intend to arrange a meeting with the contractor so that you can accept the keys on that date. If you will provisionally reserve the afternoon of that day, I will confirm arrangements as soon as I am satisfied that there are unlikely to be any last minute hitches.

The contractor's insurance obligations will cease on practical completion [*substitute 'completion in accordance with the contract' when using GC/Works/1 (1998)*] and you should make arrangements for full insurance cover effective from [*insert date*]. In order to assist you, I estimate the building value at [*insert amount*], but you should consult your insurance broker regarding the need to ensure that your insurance includes all rebuilding costs and professional fees.

Yours faithfully

Copy: Clerk of works

Letter 292

To client, confirming handover meeting

Dear

I refer to my letter of the *[insert date]* in which I said that I expected to be able to certify practical completion *[substitute 'that the Works are completed in accordance with the contract' when using GC/Works/1 (1998)]* and hold a handover meeting in the afternoon of *[insert date]*.

[Add, if date confirmed:]

I am pleased to be able to confirm this arrangement and I propose collecting you at *[insert time and any further matters, such as lunch, which you have to settle]*.

[Add, if date changed:]

Unfortunately certain important parts of the Works will be unfinished on that day and I, therefore, suggest *[insert date]* for the handover meeting. If this is convenient, I propose collecting you at *[insert time and any further matters, such as lunch, which you have to settle]*.

[Then:]

Please let me know that the date and time are convenient.

Yours faithfully

Letter 293

To contractor, regarding inspection before completion

Dear

I propose to visit site on *[insert date]* to carry out a full inspection of the Works before the practical completion *[substitute 'completion in accordance with the contract' when using GC/Works/1 (1998)]* and handover meeting on the *[insert date]* at which the client will be present.

All consultants will be in attendance and I should be pleased if you would arrange to have everything ready, all keys available and *[insert name of contractor's representative]* on hand.

Yours faithfully

Copies: Quantity surveyor
Consultants
Clerk of works

Letter 294

To consultants, regarding inspection before completion

Dear

I enclose a copy of my letter to the contractor which is self-explanatory.

Please confirm that you will be present at the meeting.

Yours faithfully

11 Post Practical Completion

These letters deal with the preparation for inspection prior to completion, the rectification period and some matters before the issue of the final certificate.

Examples of certificates have not been given, because purpose-printed forms are readily available.

Architects seem to be divided about the wisdom of inviting feedback at the conclusion of a project. Most agree that it is a good thing in the abstract, but few put it into practice in a whole-hearted way. Most of the reluctance is apparently centred on the fear that the client may use your efforts at obtaining feedback to voice complaints. In view of the ever-present threat of litigation, it is not surprising. The last letters deal with the situation if latent defects become apparent.

Letter 295

To client, after handover

Dear

I refer to the handover meeting held on site at the above project at which [*list names and firms*] were present. I confirm that after an inspection of the building you expressed yourself generally satisfied and accepted [*insert detailed list of all keys, documents etc., accepted*]. In my opinion, practical completion [*substitute 'completion in accordance with the contract' when using GC/Works/1 (1998)*] has been achieved and I have so certified. Your own insurance should now be effective. If your broker has not confirmed it, press for confirmation without delay.

The rectification [*substitute 'maintenance' when using GC/Works/1 (1998)*] period extends from the date of practical completion [*substitute 'completion in accordance with the contract' when using GC/Works/1 (1998)*] to [*insert date*]. Although I will make my own inspection during this period, it would be helpful if you would make a note of any defects which you notice so that I can include them on my list. If any defects become apparent and cause you any inconvenience, please let me know so that I can instruct the contractor to attend to them immediately.

Yours faithfully

Letter 296

To contractor, if sending schedule of defects

Dear Sir

The rectification [*substitute 'maintenance' when using GC/Works/1 (1998)*] period ended on the [*insert date*]. In accordance with clause 2.38.1 [*substitute '2.30' when using IC or ICD, '2.10' when using MW, '2.11' when using MWD, '2.35.1' when using DB or '21' when using GC/Works/1 (1998)*] of the contract I enclose a schedule of the defects I found during my inspection carried out on the [*insert date*]. For the avoidance of doubt, the schedule is an instruction to make good the defects listed therein.

Yours faithfully

Copy: Clerk of works

Letter 297

To contractor if immediate attention required during the rectification period

This letter is only suitable for use with SBC or DB

Dear

Notwithstanding the provisions of clause 2.38.1 [*substitute '2.35.1' when using WCD 98*] of the contract, clause 2.38.2 [*substitute '2.35.2' when using DB*] empowers me to issue instructions regarding the making good of defects whenever I consider it necessary to do so.

The enclosed instruction refers to making good which falls into this category and I should be pleased if you would carry out the instruction forthwith.

Yours faithfully

Copy: Clerk of works

Letter 298

To contractor, requiring making good during the rectification/
maintenance period

Dear

As a matter of urgency, please carry out making good as indicated on the enclosed instruction.

The instruction is issued in accordance with clause 2.38.2 [*substitute '2.30' when using IC or ICD, '2.10' when using MW, '2.11' when using MWD, '2.35.2' when using DB or '40(2)(j)' when using GC/Works/1 (1998)*].

Yours faithfully

Copy: Clerk of works

Letter 299

To client, if some defects are not to be made good
This letter is not suitable for use with GC/Works/1 (1998)

Dear

I understand that you do not require the contractor to make good the following defects: *[list]*.

These defects are included in my schedule of defects issued to the contractor at the end of the rectification period. In order that I may issue the appropriate instructions I should be pleased if you would confirm the following:

1. You do not require the contractor to carry out making good to the defects listed in this letter.
2. You authorise me to make an appropriate deduction from the contract sum.
3. You waive any rights you may have against any persons in regard to the items listed as defects in the above-mentioned schedule of defects and not made good.
4. You agree to indemnify me against any claims made by third parties in respect of such defects.

Yours faithfully

Letter 300

To contractor, instructing that some defects are not to be made good
This letter is not suitable for use with GC/Works/1 (1998)

Dear

The rectification period ended on the *[insert date]*. I inspected the Works on the *[insert date]* and enclosed is a schedule of the defects found.

I hereby instruct that, in accordance with clause 2.38 *[substitute '2.30' when using IC or ICD, '2.10' when using MW, '2.11' when using MWD or '2.35' when using DB]*, you are not required to make good any of the defects shown on the schedule/those defects marked 'E' *[delete as appropriate]*.

An appropriate deduction will be made from the contract sum in respect of the defects which you are not required to make good.

Yours faithfully

Copies: Employer
Quantity surveyor
Clerk of works

Letter 301

To contractor, requiring 'as-built' records

Dear

A complete and accurate record of the building as built is essential for the employer's future maintenance procedures. Such records are required in the contract documents [*indicate position in bills of quantities or specification by stating the appropriate page numbers and references, refer to 'clause 2.40' when using SBC, 'clause 2.32' when using ICD and 'clause 2.37' when using DB if the records were not received before the commencement of the rectification period*].

Depending on the extent of your own records, you may be involved in contacting the appropriate sub-contractors and taking additional measurements. I must stress that the completeness and accuracy of such records are entirely your responsibility.

Please inform me, during the next week, when I can expect to receive a full set of as-built records.

Yours faithfully

Letter 302

To contractor, requiring return of all drawings and documents

Dear

You will be aware that copyright in the material which was provided to you to enable you to carry out and complete the Works vests either in me or in one of the associated consultants and it may not be reproduced for any purpose whatsoever without the express written permission of the copyright holder. I, therefore, formally request you to return to me all drawings, details, descriptive schedules, bills of quantities or specification or other like documents which bear my name and to return any such documents which bear the name of another consultant to the named consultant.

Yours faithfully

Letter 303

To client, seeking permission to publish details of the project

Dear

We are naturally pleased that you like the finished project and we trust that you will enjoy living in/working in/using *[delete as appropriate]* it for many years to come.

We have in mind to try to get the building published in the architectural/technical *[delete as appropriate]* press. Although we hold copyright in the building, we write as a matter of courtesy for your permission to publish a description of the building together with high quality photographs, fairly basic plans and possibly a section.

We hope that you will feel able to agree to this proposal and we look forward to hearing from you in due course.

Yours faithfully

Letter 304

To client, requesting feedback information

Dear

I always endeavour to carry out a feedback exercise after the building has been in use for a few months. I have found it useful for resolving any problems which may present themselves and to assist in refining my procedures for future work.

I am arranging a meeting with members of the design team and I should be grateful if you could let me have some dates on which you would be free to attend.

Among the subjects for discussion will be the effectiveness of communication procedures throughout all stages of the work and the satisfactory operation of the finished building.

Yours faithfully

Letter 305

To consultants, requesting feedback information

Dear

I always endeavour to carry out a feedback exercise after the building has been in use for a few months. I have found it useful for resolving any problems which may present themselves and to assist in improving procedures to our mutual benefit. This could be especially useful in the event of future work together.

I am arranging a meeting with all the members of the design team and I have invited the client to attend and to contribute to the discussion.

Among subjects for discussion will be the effectiveness of communication procedures throughout all stages of the work and the satisfactory operation of the finished building.

I should be grateful if you would let me have some dates on which you are free to attend.

Yours faithfully

Letter 306

To contractor, requesting feedback information

Dear

I always endeavour to carry out a feedback exercise after the building has been in use for a few months. I have found it useful for resolving any problems which may present themselves and to assist in improving procedures to our mutual benefit. This could be especially useful in the event of future work together.

I am arranging a meeting with all the members of the design team and I should be grateful if you would let me have some dates on which you are free to attend.

Among subjects for discussion will be the effectiveness of communication procedures throughout all stages of the work and the satisfactory operation of the finished building.

Yours faithfully

Letter 307

To client, if architect asked to inspect suspected defects after the end of the rectification period

Dear

I refer to your telephone call/letter [*delete as appropriate*] of the [*insert date*] when you asked me to investigate a suspected defect in the Works.

As you know, the rectification [*substitute 'maintenance' when using GC/Works/1 (1998)*] period has ended and I have issued a schedule of defects to the contractor. The suspected defect to which you refer was not apparent during my inspection. Other than checking to see that the contractor has completed the making good of all defects notified and issuing a certificate to that effect and, eventually, the final certificate, my services are complete. Of course, the end of the rectification [*substitute 'maintenance' when using GC/Works/1 (1998)*] period does not signal the end of the contractor's potential liability. The contractor is still liable for work or materials which are not in accordance with the contract. They are breaches of contract on its part.

I would be happy to visit site and to investigate the suspected defect if you so wish. My fee for carrying out this work will be charged at the rate of £ [*insert rate*] per hour plus expenses [*add: 'plus VAT' if applicable*] under the same terms of engagement currently in force. Please confirm your agreement to my charge.

Yours faithfully

Letter 308

To client regarding latent defects after the final certificate

Dear

Following your letter/telephone call [*delete as appropriate*] of the [*insert date*], I understand that you are concerned about what you believe to be a latent defect.

[If there is any possibility that the limitation period for the defect may expire add:]

The limitation period in respect of this problem may soon expire. In order to safeguard your rights, I strongly urge you to seek legal advice on the point immediately. It is not possible for me to take a view on liability at this stage, but it makes sense to involve the original contractor. If you wish me to deal with this matter, I would be happy to assist and a copy of my terms of engagement, together with details of my fees and expenses are enclosed for your agreement.

[Otherwise, add:]

It makes sense to involve the original contractor. I shall be happy to deal with this matter if you wish and a copy of my terms of engagement, together with details of my fees and expenses are enclosed for your agreement.

Yours faithfully

Letter 309

To contractor, regarding latent defects

Dear

My client asked me to deal with a defect in the above Works which became apparent on or about *[insert date]*. The problem appears to be *[briefly describe the defect]*.

I have carried out a preliminary inspection and my opinion is that the defect is your responsibility. Please telephone me during the week in order to arrange a joint inspection.

Yours faithfully

Index

- abortive work, 48–9, 67, 114, 218
 access, 91
 activity schedule, 77, 79, 81
 adjudication, 8, 10, 13, 17, 73, 276,
 305–9, 313
 advance payment bond, 177
 agent, 179
 agreement, 6, 8, 10, 11, 14, 16, 18,
 25–7, 50–60, 69
 amenity societies, 75–6
 application, 246–7
 approval, 222
 arbitration, 8, 10, 14, 17, 73, 77, 79,
 81, 83–4, 86, 310–13
 architect employee, 190
 architect, replacement, 20–22, 322
 as-built records, 91, 340
 ascertainment, 229, 281, 282
 authorised representatives, 186
- bills of quantities, 79, 81, 141, 143,
 155, 162, 164, 176, 341
 bond
 advance payment, 177
 off-site materials, 178
 performance, 176
 boundaries, 31–2, 90
 breach of contract, 193, 207, 225
 brief modification, 109
 budget, 106
 Building Regulations, 116–17,
 120–22
- cable television, 44
 CDM co-ordinator, 29
 CDP documents, 205
 certificates
 final, 266, 346–7
 financial, 179, 226, 245, 247,
 267
 fire, 121–2
 general, 179
 Health and Safety Executive,
 121–2
 making good, 346
 non-completion, 264
 ownership, 66
 practical completion, 324–5,
 329–30, 334
 satisfaction, 27
 Clean Air Acts, 105
 clerk of works, 136, 181–2,
 183–5
 Coal Authority, 35
 Coal Mining Subsidence Act
 1991, 35
 Code of Practice for the Selection
 of Main Contractors 1997,
 123–5, 131, 141, 150–51, 155–6
- Code of Professional Conduct, 3,
 20, 21, 28, 322
 common law claims, 270, 272
 completion, 232–4, 258–9, 262,
 265–6, 269, 329, 331–2
 compliance, 25–5
 Concise Agreement for the
 Appointment of an Architect
 (C-Con-07-A), 3, 12, 14, 15,
 18, 19
 Conditions of Appointment for
 Small Works (SW/99), 3, 12,
 14, 15, 18, 19
 Conditions of Engagement for the
 Appointment of an Architect
 (CE/99), 3, 7–9, 11, 19
 conflict of interest, 28, 219
 consent, 188–9, 206–10, 253, 325
 Construction Contracts
 (Northern Ireland) Order
 1997, 10, 13, 17, 180
 Construction (Design and
 Management) Regulations
 2007, 29
 Construction Industry Scheme,
 77, 79, 81, 86
 consultants, 10, 48–60, 159, 187,
 332
 consumer, 9, 15
 contract, 77, 79, 81, 83–4, 86, 88,
 158, 179
 contract documents, 134, 157, 162,
 164, 167, 209–10
 contract particulars, 78, 80, 82–4,
 86, 177, 266
 Contract Sum Analysis, 162, 164
 contractor client, 216–19
 contractor, prospective, 129
 contractor's designed portion, 77,
 81, 84, 202, 228, 230
 Contractor's Proposals, 90, 91,
 162, 164, 203–5, 217, 240
 copyright, 21, 23–4, 318–19,
 322–3, 341–2
 correspondence, 236–7
 costs, 106, 114, 252
 covenants, 90
- decisions, 113, 215–16
 deed, 78–9, 82–4, 86, 88, 162, 164
 defacing materials, 181–2
 default notice, 287–9, 301
 defects, 181–3, 244, 249–51, 334–9,
 346–8
 deferment of possession, 201
 design, 51, 60, 61, 67, 88, 92, 202,
 253
 design development, 67, 110
 design integration, 202
- design programme, 34
 design team, 64, 99, 343–5
 detail design, 109, 114
 determination *see* termination
 diary, 182–3
 discrepancies, 203–5
 drainage authority, 40
 drawings, 36–44, 91–2, 98–9,
 101–5, 108, 118, 215–17,
 227–31, 234, 341
- early use, 324–5
 Effective Date, 8, 10
 electricity supplier, 37, 101
 employer's agent, 91
 employer's liability, 88
 employer's licensees, 209–11
 Employer's Requirements, 90, 91,
 107, 145, 162, 203, 216–18,
 230, 240
 environmental health authority,
 105
 environmental services, 98
 errors, 155, 156
ex gratia claims, 272–3
 existing drawings, 45
 expense *see* loss and/or expense
 expenses, 13, 16, 69
 extensions of time
 evidence, 221, 222
 further, 266
 given, 179, 259
 in parts, 258
 no grounds, 256
 not due, 257
 report, 260
 review, 261–3, 266
- failure of work, 250–51
 feasibility, 45–6
 feedback
 client, 343
 consultants, 344
 contractor, 345
 fees
 accounts, 69–73
 additional, 25, 27, 30, 32, 49,
 56–7, 59, 110–11, 217–18,
 246–7
 agreement, 6, 8, 10, 11, 14, 16, 18
 Building Regulations, 116–17
 general, 5, 8, 10, 13, 48, 52, 67,
 322–3
 payment in advance, 19, 22
 planning, 117
 planning application, 65
 reminder, 70–73
 tender, 3
 time charge, 13, 16, 111

- Fees and Expenses, 6, 7, 9, 12
 final account and final statement, 246, 248
 final certificate, 266, 346–7
 fire certificate, 121–2
 Fire Certificate (Special Premises) Regulations 1976, 122
 fire prevention officer, 99
- gas supplier, 38, 102
 geotechnical specialist, 34
 gifts, 126
 ground investigation, 34
- handover meeting, 330–31, 334
 Health and Safety Executive, 121, 122
 highway authority, 41, 104
 HM Factory Inspectorate, 120
 Housing Grants, Construction and Regeneration Act 1996, 10, 13, 17, 180
- inconsistencies *see* discrepancies
 indemnity, 24, 34, 58
 information, 39–41, 45, 232–4, 261, 318–19
 information release schedule, 77, 79, 81, 232, 235
 inspection, 136, 182–3, 249, 255, 290–92, 331–2, 334–6
 instructions, 187, 202, 218, 230, 234, 252, 254, 271, 335–7
 insurance
 broker, 171–3, 196–9, 324, 329, 334
 contractor, 168–70, 174–5, 192–9, 286, 325–6
 employer, 171–3, 300, 334
 failure to maintain, 192–9, 325–6
 geotechnical specialists, 34
 professional indemnity, 7, 9, 12, 16, 58, 175
 terrorism cover, 298
 Works, 78
 interest, 179
- latent defects, 347–8
 law of contract, 7, 9, 12, 15
 legal proceedings, 10, 73, 77, 79, 81, 83–4, 86
 letter of intent, 139–40, 166–7
 limitation period, 347
 liquidated damages, 134, 264–9
 local authority, 98, 116, 121
 location, 114
 loss and/or expense
 acceptance, 279, 280
 ascertainment, 229, 281–2
 badly presented, 275
 further information, 277
 general, 179, 221–2, 271
 rejection, 274, 278
 report, 283
 supplemental provisions, 276
- maintenance period, 335, 337
 making good certificate, 346
- manufacturer, 63, 94–7, 243
 master programme *see* programme
 materials
 bond, 178
 defacing, 181, 183
 general, 63, 178, 181, 226, 238–43
 mediation, 313
 meeting, 64, 159, 213–14
 minutes, 213–14
 mobile telephone companies, 43
 Model Adjudication Procedure, 13, 17
- named persons, 79, 81, 127, 140
 National Power, 42
 nominating body, 305–6
 novation, 219
- objections, 75–6
 opening up, 249–50
 overall price, 155
 ownership, 66
- partial possession, 325
 payment, 91, 179, 215, 226, 245–6, 270, 284, 293
 performance bond, 176
 planning application
 approvals, 67, 118
 fees, 65–6
 full approval, 117, 119–20
 outline approval, 66, 119
 proceeding before approval, 67
 reserved matters, 118
 temporary permission, 68
 planning constraints, 90
 plant, testing and commissioning, 327–8
 possession
 deferment of, 201
 of site, 179, 181, 200, 201
 partial, 325
 practical completion, 261–3, 324–5, 329–31, 334
 priced document, 155–6
 production information, 114
 professional indemnity
 insurance, 7, 9, 12, 16, 58, 175
 programme, 181, 221–2, 234
 progress, 212
 Project Data, 6, 7, 9, 10
 provision sum, 90
 publication, 342
- quantity surveyor, 106, 155–6, 225, 244, 252, 279–82, 304
 queries, 219
 questionnaire, 129
- rectification period, 325, 334–9, 346
 redesign, 110
 referee, 130
 Referral, 307
 refuse collection, 98
 report sheets, 182
 Role Specifications, 6, 9
- samples, 240–42
 satisfaction certificate, 27
 schedule 2 quotation, 224
 scheme design, 108–9
 seal, 162, 164
 section, 77, 79, 81
 services, 4, 8, 10, 11, 314
 Services for a Small Project, 12, 15
 Services Schedule, 6, 7, 9, 10, 13, 16
 setting out, 223
 shape, 114
 site, 31, 90
 snagging lists, 182
 solicitor, 31–2
 specialist firms, 60, 61
 specification, 79, 81, 83–4, 143, 162, 164, 176, 341
 Standard Agreement for the Appointment of an Architect (S-Con-07-A), 3, 6–9, 11, 19
 Standard Form of Agreement for the Appointment of an Architect 1999 (SFA/99), 3, 6, 19
 statutory permissions, 90
 sub-contractors, 60, 133, 206
 sub-letting, 188–9, 207–8
 supplemental provisions, 86
 suppliers, 60, 62, 133
 surety, 177–8
 survey, 30, 31, 33
 suspension of architect's work, 320–21
 suspension of contractor's performance, 179, 284–6
- technical literature, 94
 technical representative, 95–6, 243
 telephone service provider, 36
 tender
 contractor, 123–5, 129–31, 137, 141, 145, 147–58, 167
 general, 148–9, 159–60
 sub-contractor, 61, 127, 133
 supplier, 62, 133
 termination, 287–304
 termination of appointment, 315–23
 terrorism cover, 298
 title deeds, 31
- under hand, 78–9, 82–4, 86, 88, 162, 164
 Unfair Terms in Consumer Contracts Regulations 1999, 11, 18
- valuations, 225, 244, 271
 variations, 202, 215, 231, 253
 visits to site, 10, 13, 54–7, 180
- warranty, 25–6, 60, 63
 water supplier, 103
 withholding notice, 192–9, 247–8, 268
 work schedule, 79, 81, 83–4
 workmanship, 130, 181, 183, 217, 241