CONCODE

Agreement for the appointment of architects, surveyors and engineers for commissions for minor works

1996

STATUS IN WALES

ARCHIVED
Agreement

for the appointment of architects,
surveyors and engineers for commissions
for minor works in the National Health
Service (1995 Edition) incorporating
Amdts up to and including Amdt No.2 (1999)

London: HMSO
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The price of this publication has been set to make some contribution to the costs incurred by NHS Estates in its preparation.
This agreement has been prepared by NHS Estates for use in connection with commissions for minor works in the National Health Service. It relates specifically to NHS procedures and documentation and is not suitable for use in connection with commissions from other clients without review and modification.

This agreement should only be used for commissions for building works where the work is:

a. of a simple content involving the normally recognised basic trades and skills of the industry; and

b. without any building services of a complex nature or without specialist work of a similar nature.

There are no provisions for site inspection staff (clerks of works or their equivalent) or for identifying the use of fluctuations (it is anticipated that all contracts for minor building works involving this agreement will be completed within two years).

When commissioning consultants using this agreement, NHS bodies are recommended to refer to the Agreement for the Appointment of Architects, Surveyors and Engineers for Commissions for Minor Works in the National Health Service (1995 Edition) with particular reference to:

- specifying the duties required;
- the other certificates required which NHS bodies may wish to obtain from the various parties;
- defining the works cost when appointing consultants on a percentage fee basis.
Agreement for the appointment of:

______________________________________________________________

Address:

______________________________________________________________

______________________________________________________________

______________________________________________________________

in connection with the construction of:

______________________________________________________________

at: ________________________________

for: ________________________________

Scheme: ________________________________

Scheme no: __________________________

Date: ________________________________
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1.0 Scheme particulars

This part describes the scheme in relation to site, size, cost, target dates, participants, contract strategy, documentation available from the client and the client’s procedures.

Clauses that cannot be completed should be deleted by the client.

Scope of appointment/scheme

1.1 Location:

_____________________________________________________________________

1.2 General description (including site area, approximate gross floor area, extent of alterations/refurbishment/new build):

_____________________________________________________________________

1.3 Phasing of the Works:

_____________________________________________________________________

Estimated cost

1.4 The cost of the Works (building and engineering) at _________ (date) is estimated to be:

New build £ ________________

Alterations and extensions £ ________________
### Target dates

**1.5** (Client to insert work stages and dates):

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<thead>
<tr>
<th>Stage</th>
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### Project director

**1.6** (Identify individual and position)

---

### Planning supervisor

**1.7** (Identify individual and position)

---

### Design team

**1.8** It is the intention to appoint the following consultants (state “yes” or “no” and name of firm if known; client to identify discipline of lead consultant/employer’s agent)

- **Lead consultant/employer’s agent**: ____________________________
- **Architect/building surveyor**: ________________________________
- **Quantity surveyor**: ____________________________
- **Structural engineer**: ____________________________
- **Services engineer**: ____________________________
- **Others (please list)**: ____________________________

(* Client to delete alternative not required)
Details of documentation

1.9 The client requires ______ (insert number) copies of reports, budgets programmes, drawings, maps, photographs and other records produced by the consultant.

Main contract

1.10 Form of contract ____________________________

1.11 Construction period __________________________

Client’s procedures/requirements

1.12 Specific NHS body/scheme requirements (specify):

________________________________________________________________________

________________________________________________________________________
2.0 Conditions of appointment

This part describes the conditions which normally apply to a consultant’s appointment. If different or additional conditions apply, they are set out in the memorandum of agreement, clauses 4.9 and 4.10. In this agreement, words in the masculine shall also mean the feminine and neuter.

General

Duration of commission

2.1 The appointment of the consultant will commence from the date of the memorandum of agreement and the commission, unless suspended or terminated, shall be deemed to be completed on the completion of the duties as set out in the letter of appointment/consultant’s brief.

Objectives and obligations of the consultant

Scope of duties

2.2 The duties to be performed by the consultant are those recorded in the letter of appointment/consultant’s brief.

Attendance at meetings

2.3 In performing the duties recorded in the letter of appointment/consultant’s brief, the consultant shall arrange and attend all meetings necessary to their proper execution. In addition, the consultant shall include attendance at all client meetings provided that the client’s requirements are reasonable.

Additional duties

2.4 The consultant must not perform any duties other than those recorded in the letter of appointment/consultant’s brief, unless the client instructs the consultant otherwise in writing, or the consultant has informed the client (through the lead consultant/employer’s agent) of the need for the additional duties, the reasons, the effect on the cost of the works and any additional fees required, and has obtained the approval of the client in writing. Any such approval shall indicate the maximum budget for fees and works, where appropriate, which should not be exceeded without further approval being obtained. These are conditions precedent to any payment being due from the client.

Information from the consultant

2.5 The consultant shall provide information to the client (through the lead consultant) in accordance with the programme defined in clause 2.14, subject to the effects of factors outside the control of the consultant (including acts or omissions of the client).

Duty of care

2.6 The consultant is to exercise reasonable skill, care and diligence in the discharge of the duties agreed to be performed by him in relation to this commission. Submission of drawings, calculations, specifications and other documentation produced by the consultant for comment by the client shall not relieve the consultant of this responsibility. If, in the performance of his duties, the consultant has a discretion exercisable as between the client and any other body, the consultant shall exercise his discretion fairly.

Co-ordination of consultant’s services

2.7 Co-ordination and integration of the activities of consultants, however employed, shall be the responsibility of the lead consultant/employer’s agent identified in clause 4.3 of the memorandum of agreement.

Co-operation with planning supervisor and principal contractor

2.8 The consultant must take account of the role of the planning supervisor and the principal contractor and co-operate with them at all times.

Co-operation between consultants

2.9 The consultant must take account of the role of the lead consultant and co-operate with the lead consultant and other members of the design team, and with other
professional consultants employed by the client and in the client’s employment.

Responsibility for incorporation of work by others

2.10 Where the consultant is required to incorporate design details or other information provided by others, including other members of the design team, his responsibility shall be limited. The consultant will not be responsible for the detailed designs of others or be liable for defects in or omissions from them.

Changes caused by the client

2.11 The consultant must provide the client (through the lead consultant/employer’s agent) with the cost and programme consequences of any material alteration, addition to, or omission from the scheme caused or proposed by the client. This information is to be provided before the client takes a final decision.

Changes not caused by the client

2.12 The consultant shall not cause, or cause to be made without the knowledge and consent in writing of the client, any material alteration, addition to or omission from the approved design except if found necessary during construction for urgent constructional reasons, in which case the consultant shall inform the client (through the lead consultant/employer’s agent) without delay of the time and cost implications. The consultant shall promptly inform the client in writing of anything, the likely effect of which the consultant believes would be to either vary the scheme, or to materially change the financial viability, quality or function of the scheme.

Progression between work stages

2.13 The consultant shall obtain approval in writing from the client before proceeding between the work stages described in the letter of appointment/consultant’s brief or the memorandum of agreement. Only those stages authorised by the client shall be eligible for payment.

Programme

2.14 The consultant shall prepare and submit a programme (using the target dates in clause 1.5) of the scheme particulars to the lead consultant/employer’s agent within 14 days of the execution of this agreement. The lead consultant/employer’s agent shall then co-ordinate all appointed consultants’ programmes and submit a programme for the scheme to the client, who shall be entitled to reject the programme if it either fails to incorporate the information in this agreement and/or the consultant’s brief. The consultant shall submit a revision to the programme to the lead consultant/employer’s agent as soon as he is aware of any changes as defined in clauses 2.11 and 2.12.

Site inspection

2.15 The consultant shall visit the site at intervals as appropriate to the stage of construction and generally inspect the Works for compliance with the contract documents.

Obligations of the client

Duties of the client

2.16 The client shall nominate a project director who shall be responsible for the information and actions listed in schedule 2 of the memorandum of agreement ‘Agreement for the appointment of project managers for commissions for construction projects in the National Health Service’ to enable the proper performance of the consultant’s duties as stated in the letter of appointment/consultant’s brief.

Construction (Design and Management) Regulations 1994

2.17 The client shall appoint a planning supervisor and a principal contractor in accordance with the provisions of the Construction (Design and Management) Regulations 1994.

Information from the client

2.18 The client shall provide information and make such decisions as are necessary for the proper performance of the agreed duties as recorded in the letter of appointment/consultant’s brief in accordance with the programme.

 Provision of site accommodation and facilities

2.19 The consultant shall be responsible for the provision of all site accommodation and facilities unless otherwise agreed with the client in writing.

Ownership of documents and copyright

Copyright entitlement

2.20 Unless otherwise agreed, and subject to clauses 2.21 and 2.22, the copyright and all other intellectual property rights in all drawings, reports, specifications,
2.0 Conditions of appointment

pricing documents, calculations, and other documents provided by the consultant in connection with the Works, shall be vested in the consultant.

Documentation provided by the client

2.21 Where standard documentation, including drawings, is provided by the client, copyright of such documentation and drawings shall remain vested in the client.

Client’s licence and restrictions

2.22 The client shall have a licence to copy and use such drawings, reports, specifications, pricing documents, calculations, and other documents, for information to facilitate future extension, alteration, maintenance or repair of the Works. The client, upon payment or tender of any fees due, shall have a licence to copy and use such drawings and other documents and to reproduce the designs contained therein for any purpose agreed between the client and consultant related to the extension, alteration, maintenance or repair of the Works. The consultant shall not be liable for any such use by the client or its appointee of any drawings or other documents for any purpose other than that for which the same were prepared and provided by the consultant. Save as aforesaid, the client shall not make copies of such drawings and other documents, nor shall he use the same in connection with the making or improvement of any works (other than those comprising the Works) without the prior approval of the consultant, which approval shall not be unreasonably withheld, and upon such terms as may be agreed between the client and consultant.

Consultant’s rights of publication

2.23 The consultant shall not communicate with the media or any outside body or publish or display, alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the Works without prior written consent from the client, which consent shall not be unreasonably withheld.

Client’s use of priced documents

2.24 Priced documents may be used by the client for the purpose of indexing and analysis, without prior approval by the consultant.

Professional indemnity insurance

Extent of insurance cover

2.25 The consultant shall take out and maintain (throughout the period from the date of commencement of his services under this commission) professional indemnity insurance in respect of the consultant’s business generally. The professional indemnity insurance shall be maintained until the expiration of six years, provided that it can be obtained at reasonable market rates, from the date of completion of his commission. The level of indemnity shall be as shown in the certificate set out in part 3 of this agreement.

Professional indemnity insurance certificate

2.26 The consultant shall, whenever required by the client, produce a certificate, in the form set out in part 3 of this agreement, signed by or on behalf of the insurers.

Assignment

Assignment by the consultant

2.27 The consultant shall not assign the whole or part of the benefit or the rights under this agreement, or in any way transfer the obligations of this agreement, or any part thereof, without the consent of the client, which shall not be unreasonably withheld.

Assignment by the client

2.28 The client can assign the whole or any part of the benefit or the rights under this agreement, or transfer the obligations under this agreement or any part thereof, to another NHS body without the consent of the consultant, but not otherwise.

Sub-contracting

2.29 The consultant shall not sub-contract any of the duties under this agreement without the consent of the client.

Variation, extension, suspension or termination

Variation or extension by the client

2.30 The client may vary or extend in time the performance of the whole or part of the agreed duties by
giving reasonable notice in writing to the consultant. In such notice the client shall specify the duties affected.

**Suspension or termination by the client**

2.31 The client may suspend or terminate the performance of the whole or part of the agreed duties by giving reasonable notice in writing to the consultant. In such notice the client shall specify the duties affected and the reason for suspension or termination.

2.32 Suspension or termination by the client shall be permitted in the following circumstances:
   a. the client has decided to suspend or terminate the scheme;
   b. non-performance by the consultant;
   c. breach of the provisions of this agreement by the consultant;
   d. the consultant becoming bankrupt or insolvent.

**Resumption of duties**

2.33 If the consultant has not been given instructions to resume any work suspended under clauses 2.31 and 2.32 within six months from the date of suspension, the consultant may make written request for such instructions, which must be given in writing. If these have not been received within 30 days of the date of such request the consultant shall have the right to treat the appointment as terminated.

**Suspension or termination by the consultant**

2.34 The consultant may suspend or terminate the performance of the agreed duties on the expiry of reasonable notice given in writing to the client. In such notice the consultant shall specify the duties affected and the reason for suspension or termination.

2.35 Suspension or termination by the consultant shall be permitted in the following circumstances:
   a. the client has not provided an instruction to resume work under clause 2.33;
   b. a breach of the provisions of this agreement by the client.

**Death or incapacity of the consultant’s key personnel**

2.36 Should the consultant, through the death or incapacity of key personnel, be unable to perform the whole or part of the agreed duties, the consultant will make all reasonable efforts to replace the key personnel with other suitably qualified staff. In the event that he is unable to do so, this agreement shall thereby be terminated.

**Delivery of documents**

2.37 On termination of the agreement and on satisfactory delivery to the client of all drawings, reports, calculations, production information and any other documentation prepared by the consultant, the consultant shall be paid all outstanding fees and expenses.

**Settlement of disputes**

**Adjudication**

2.38 If a dispute arises under this agreement, either party may give notice at any time of his intention to refer the dispute to adjudication. Such a notice shall be served within 28 days of either party being made aware of the dispute. The notice shall require the adjudicator to state within seven days whether he is willing to act in connection with the resolution of the dispute. The adjudicator must indicate within seven days of the receipt of the notice whether he is willing to act and shall give details of any specific matters in relation to which he requires evidence or in relation to which he requires either party to prepare written submissions.

2.39 The notice shall specify the matter in dispute and set out the principal facts and arguments relating to it. Copies of all relevant documentation shall be attached to the notice.

2.40 The party to whom a copy of the notice required under clause 2.38 has been sent, shall send representations to the adjudicator within 14 days of his/her appointment. Copies of relevant documentation shall be attached to the notice.

2.41 The adjudicator shall act impartially. He may take such steps as he deems necessary to ascertain the facts relating to the dispute and the law. He shall reach his decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred. He may himself extend the period of 28 days by up to 14 days, with the consent of the party to whom the dispute was referred.

2.42 The decision of the adjudicator shall be binding until the dispute is finally determined in accordance with clause 2.48 or by agreement.

2.43 The adjudicator, his employee or agent shall not be liable to the parties for breach of anything done or omitted in the discharge or purported discharge of those functions as adjudicator unless the act or omission is in bad faith.
2.44 Payment of the adjudicator’s fees shall be shared equally between the parties.

2.45 During the process of adjudication, the performance of the agreed duties shall continue as if there were no difference or dispute.

2.46 If the adjudicator named in clause 4.8 of the memorandum of agreement resigns or is unable to act, the parties shall choose a new adjudicator jointly.

2.47 If the parties have not chosen a new adjudicator jointly within the 28 days of the adjudicator resigning or becoming unable to act, then the President of the Chartered Institute of Arbitrators shall be requested to nominate a new adjudicator.

Arbitration

2.48 If either:
   a. the adjudicator fails to provide his decision within the period specified in clause 2.41; or
   b. the client and/or the consultant disagree with the decision of the adjudicator and the duties under the commission have been completed.

then a difference or dispute arising out of the agreement shall be referred to arbitration by a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the Chartered Institute of Arbitrators. The award of such arbitrator shall be final and binding upon the parties.

By agreement

2.49 Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the agreement without recourse to adjudication or arbitration.

Race Relations Act 1976

2.50 The consultant shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modification or re-enactment thereof relating to discrimination in employment.

2.51 The consultant shall take all reasonable steps to ensure observance of the provisions of the preceding clause by all servants, agents or sub-contractors of the consultant.

Governing laws

(delete as applicable)

England and Wales

2.52 The application of these conditions shall be governed by the laws of England and Wales.

Alternative for Scotland

2.53 The application of these conditions shall be governed by the laws of Scotland.

Alternative for Northern Ireland

2.54 The application of these conditions shall be governed by the laws of Northern Ireland.

Payment of accounts

Submission of accounts and documentary evidence

2.55 Accounts for payment of fees and/or expenses and disbursements shall be submitted to the project director at the intervals stated in article 4.7 of the memorandum of agreement. Interim payments of fees shall be proportionate to the extent to which the commissioned duties have been discharged. Accounts for time-charge based duties and/or travelling, subsistence and other expenses shall be accompanied by documentary evidence of the time and expenses incurred. Such time charges and/or travelling, subsistence and other expenses shall be in respect of the whole of the period since the preceding interim payment.

Payment of accounts

2.56 All sums due from the client to the consultant under the agreement shall be paid within 30 days of submission by the consultant of his/her account to the project director, save where there is a bona fide dispute between the consultant and the client as to the sum due in respect of work carried out by the consultant, in which case the client shall not be liable to make payment until the dispute has been resolved.

2.57 Where the consultant sub-contracts any of the duties forming part of this agreement, there shall be included in the conditions of appointment of the sub-contractor a term which requires that payment be made to the sub-contractor within a period not exceeding
30 days from receipt of a fee account by the consultant from the sub-contractor.

2.58 Not later than 5 days after the date on which a payment becomes due, or would have become due if:

a. the other party had carried out his obligations under the contract; and

b. no set off or abatement was permitted by reference to any sum claimed to be due under one or more other contracts;

the paying party shall specify the amount (if any) of the payment made or proposed to be made and the basis on which that amount was calculated.

2.59 No amounts shall be withheld for payment after the final date for payment of any sum due under this agreement unless notice of intention to withhold payment in accordance with clause 2.58 has been given. Such notice must be given not later than the period set out in clause 2.56.

2.60 If any sum due to the consultant is not paid in full by the final date for payment and no effective notice to withhold payment has been given, the consultant may (without prejudice to any other right or remedy) suspend performance of obligations under this agreement, provided that 7 days notice so to do, setting out the grounds on which it is intended to suspend performance have been given.

2.61 The right to suspend performance in 2.59 and 2.60 above ceases when the client makes payment in full of the amount due.

2.62 Any period during which performance is suspended in pursuance of clauses 2.59 and 2.60 above shall be disregarded in computing for the purposes of any contractual time limit, the time taken, by the party exercising the right or by a third party, to complete any work directly or indirectly affected by the exercise of the right.

Value Added Tax - in relation to fees and expenses

2.63 All fees and expenses set out in this agreement are exclusive of Value Added Tax, the amount of which, at the rate and in the manner prescribed by law, shall be paid by the client to the consultant.
3.0 Specimen certificate

This part contains a specimen of the certificate referred to in the agreement that is required to be signed by the respective consultants as indicated therein:

- 3.1 – insurer’s certificate of professional indemnity insurance cover.
3.1 Insurer’s certificate of professional indemnity insurance cover

Name and address of consultant/contractor*

I/We, the insurers/brokers, hereby certify that the above named firm is currently insured for the period ending: ____________________________

A* Architects, building surveyors, engineers, and other consultants:

a. where the consultancy’s annual gross fee income/contractor’s annual gross turnover* earned on UK schemes in the last completed financial year, as declared by the insured, exceeds £125,000, the limit of indemnity is at least twice the gross fee income with a maximum cover of up to £5,000,000 on each and every claim or a greater amount if the project director has so required; or

b. where the consultant’s annual gross income/contractor’s annual turnover income is £125,000 or less, the limit of indemnity is at least £250,000 for each and every claim.

The amount of any excess carried by the insured on each and every claim is:

The policy is subject to the insuring agreements, exclusions, conditions and declarations contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alterations.

B* Quantity surveyors:

a. where the gross annual fee income earned on UK schemes in the last completed financial year, as declared by the insured, exceeds £100,000, the limit of indemnity is at least £500,000 for each and every claim; or

b. where the fee income is over £50,000 but does not exceed £100,000 the limit of indemnity is at least £250,000 for each and every claim; or

c. where the fee income does not exceed £50,000 the limit of indemnity is at least £100,000 for each and every claim.

The amount of excess carried by the insured on each and every claim is:

* client to delete as appropriate

The policy is subject to the insuring agreements, exclusions, conditions and declarations contained therein. The above is accurate at the date of signature. No obligation is imposed therein on the signatory to advise of any alterations.

Signed: _____________________________________________________________

Name (capitals): ____________________________________________________
on behalf of (Name of insurer/broker)
4.0 Memorandum of agreement

This part comprises the memorandum of agreement between the client and the consultant.

Memorandum of agreement

This agreement is made on the ______ day of ______ 19 ______ between

______________________________________________________________
(insert name of client)
of

______________________________________________________________
(hereinafter called “the client”) of the one part
and

______________________________________________________________
(insert name of consultant or firm of consultants)

______________________________________________________________
(hereinafter called “the consultant”) of the other part

WHEREAS

the client intends to proceed with (the “scheme”)

______________________________________________________________

and has appointed or proposes to appoint:

to be their planning supervisor;

______________________________________________________________
to be their architect/building surveyor*;

______________________________________________________________
to be their quantity surveyor*;

______________________________________________________________
to be their structural engineer*;

______________________________________________________________
to be their services engineer*;

and other consultants* as necessary to complete the scheme and has requested the consultant to perform professional duties in connection with the items stated in this memorandum.

(*Client to delete as appropriate)
NOW IT IS HEREBY AGREED AS FOLLOWS:

4.1 The client agrees to engage the consultant and the consultant agrees to perform the professional duties subject to and in accordance with the letter of appointment/consultant’s brief, including any specific requirements listed at clause 1.12 of the scheme particulars.

4.2 This memorandum of agreement, together with the letter of appointment/consultant’s brief, shall together constitute the agreement between the client and the consultant.

4.3 The ______________________ * shall be the lead consultant/employer’s agent as described in clause 2.7 of the agreement.

(*Client to insert discipline)

Payment for duties

4.4 The consultant’s duties shall be as set out in the letter of appointment/consultant’s brief, and payment shall be as set out below:

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<th>Duty/Work stage*</th>
<th>Fee†</th>
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(*Client to state duty/work stage)
†Consultant to complete
‡Client to state “lump sum”, “percentage” or “time charge” as appropriate for each work stage noted. (If percentage, a definition of works cost at the appropriate stages must be included in the letter of appointment/consultant’s brief.)

Time charge rates

4.5 For those duties where fees are payable on a time-charge basis the rates shall be:

a. principal £ _________ per hour
b. professional and technical staff £ _________ per hour
c. senior professional £ _________ per hour
d. professional £ _________ per hour
e. senior technician £ _________ per hour
f. technician £ _________ per hour
Travelling, subsistence and other expenses

4.6 Travelling, subsistence and other expenses shall be paid as set out below:
   a. included in the lump sums or percentages stated in clause 4.4*; or
   b. reimbursed as actual cost except for travelling and subsistence which shall not exceed the rate applicable to staff in the National Health Service of equal status and subject to the same conditions.*

(*Client to delete as appropriate. If no deletion is made clause 4.6a shall apply.)

Accounts and interim payments

4.7 The intervals at which accounts shall be submitted and interim payments made shall be monthly/quarterly/stage payments* reckoned from the commencement of the consultant’s appointment.

(*Client to delete as appropriate. If no deletion is made “monthly” shall apply.)

Adjudicator

4.8 The person named as adjudicator under the provisions of clause 2.38 shall be:

Special conditions

4.9 Insert any conditions other than those in parts 2 and 3 of this agreement which are to apply to the appointment.

Conditions not to apply

4.10 Insert any clauses in part 2 of this agreement which are not to apply to this appointment.

(Note: the alternative of clauses 2.52, 2.53 or 2.54, which do not apply to this agreement, should be inserted here.)
DATE: _______________________

A. AS WITNESS the hands of the parties the day and year first above written

Signed: _____________________________________________________

(Client)

Witness to the signature of the client: ___________________________

Name : ______________________________________________________

Address: ____________________________________________________

____________________________________________________________

____________________________________________________________

Description:

____________________________________________________________

Signed:______________________________________________________

(Consultant)

Witness to the signature of the consultant: _______________________

Name: ______________________________________________________

Address:_____________________________________________________

____________________________________________________________

____________________________________________________________

Description:

____________________________________________________________

*OR

B. EXECUTED AS A DEED by the client

hereinbefore mentioned namely: ________________________________

_________________________________________________ (NHS body)

by affixing its common seal

in the presence of:

(Authorised official):_________________________________________

*EXECUTED AS A DEED by the consultant hereinbefore mentioned

namely ______________________________

For execution as a deed by

____________________________________________________________

an individual or partner

____________________________________________________________

whose signature is here subscribed

_________________________________________________(Consultant)

For execution as a deed by an individual or partner
in the presence of (witness)

Name: ______________________________________________________

Address: ____________________________________________________

Description: __________________________________________________

*ii  EXECUTED AS A DEED by the consultant hereinbefore mentioned namely _____________________ (Consultant)

by affixing its common seal

in the presence of:

________________________________________ (Authorised signatory)

*iii  EXECUTED AS A DEED by the consultant hereinbefore mentioned namely _____________________ (Consultant)

acting by a director and its secretary*/two directors* whose signatures are here subscribed:

Namely: _____________________________________________________

Signature: ___________________________________________(Director)

and: ________________________________________(Secretary/Director)

Signature: _________________________________________________

*Delete as appropriate

NOTE 1: Use either A (under hand) or B (as a deed); delete alternative not used. If no deletion is made A shall apply.

NOTE 2: PARTNERSHIP. If the consultant’s practice is a partnership, the agreement must be executed by a partner duly authorised to sign on behalf of the partnership.

NOTE 3: COMPANY – WITH SEAL

If the consultant’s practice is constituted as a company and it is affixing its common seal to the agreement, it must be signed by the officer(s) of the company who is/are authorised to witness the sealing.

NOTE 4: If the consultant’s practice is constituted as a company registered under the Companies Act and it is not using a common seal, the agreement must be signed either by a director and the company secretary, or by two directors.
Other publications in this series

Given below are details of other documents in the Concode series which are either published by HMSO or in preparation. Information is correct at the time of publication of this document.

Contracts and commissions for the NHS estate: Policy, 1995

Agreement for the appointment of project managers for commissions for construction projects in the National Health Service, 1995

Guide to the Agreement for the appointment of architects, surveyors and engineers for commissions in the National Health Service, 1995

Guide to the Agreement for the appointment of project managers for commissions for construction projects in the National Health Service, 1995

Agreement for the appointment of architects, surveyors and engineers for commissions in the NHS.

Vol 1: Scheme particulars, memorandum of agreement, conditions of appointment, provision for fees and expenses, specimen certificates, definitions, 1995

Vol 2: Supplementary annexure, 1995

Vol 3: Duties under the Construction (Design and Management) Regulations 1994 (in preparation)

Contracts and commissions for the NHS estate: Contract procedures, 1994


Guide to the requirements of European Community public procurement directives, 1995

Guide to contract strategies for construction projects in the NHS, 1995


Documents published by HMSO can be purchased from HMSO Bookshops in London (post orders to PO Box 276, SW8 5DT), Edinburgh, Belfast, Manchester, Birmingham, Bristol and Cardiff, or through good booksellers.

Enquiries (but not orders) should be addressed to: NHS Estates, Department of Health, 1 Trevelyan Square, Boar Lane, Leeds LS1 6AE.

NHS Estates is a non-profit-making Executive Agency of the Department of Health.

The price of this publication has been set to make some contribution to the costs incurred by NHS Estates in its production.
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NHS Estates is an Executive Agency of the Department of Health and is involved with all aspects of health estate management, development and maintenance. The Agency has a dynamic fund of knowledge which it has acquired during 30 years of working in the field. Using this knowledge NHS Estates has developed products which are unique in range and depth. These are described below. NHS Estates also makes its experience available to the field through its consultancy services.

Enquiries about NHS Estates should be addressed to: NHS Estates, Publications Unit, Department of Health, 1 Trevelyan Square, Boar Lane, Leeds LS1 6AE. Telephone 0113 254 7000. http://www.demon.co.uk/nhsestates/hpage.html/

Some NHS Estates products

Activity DataBase – a computerised briefing and design system for use in health buildings, applicable to both new build and refurbishment schemes. NHS Estates

Design Guides – complementary to Health Building Notes, Design Guides provide advice for planners and designers about subjects not appropriate to the Health Building Notes series. HMSO

Estatecode – user manual for managing a health estate. Includes a recommended methodology for property appraisal and provides a basis for integration of the estate into corporate business planning. HMSO

Concode – outlines proven methods of selecting contracts and commissioning consultants. Reflects official policy on contract procedures. HMSO

Works Information Management System – a computerised information system for estate management tasks, enabling tangible assets to be put into the context of servicing requirements. NHS Estates

Health Building Notes – advice for project teams procuring new buildings and adapting or extending existing buildings. HMSO

Health Guidance Notes – an occasional series of publications which respond to changes in Department of Health policy or reflect changing NHS operational management. Each deals with a specific topic and is complementary to a related HTM. HMSO

Health Technical Memoranda – guidance on the design, installation and running of specialised building service systems, and on specialised building components. HMSO

Health Facilities Notes – debate current and topical issues of concern across all areas of healthcare provision. HMSO

Encode – shows how to plan and implement a policy of energy efficiency in a building. HMSO

Firecode – for policy, technical guidance and specialist aspects of fire precautions. HMSO


Model Engineering Specifications – comprehensive advice used in briefing consultants, contractors and suppliers of healthcare engineering services to meet Departmental policy and best practice guidance. NHS Estates

Quarterly Briefing – gives a regular overview on the construction industry and an outlook on how this may affect building projects in the health sector, in particular the impact on business prices. Also provides information on new and revised cost allowances for health buildings. Published four times a year; available on subscription direct from NHS Estates. NHS Estates

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