

A client's guide to engaging an architect

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Royal Institute of British Architects

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RIBA CHARTERED ARCHITECTS

Architects Act 1997

In the UK a person cannot practise or carry on a business under any name, style or title containing the word 'architect' unless he or she is registered with the Architects Registration Board (ARB). The list of ARB registered architects can be checked on the ARB website (www.arb.org.uk).

Royal Institute of British Architects

Founded in 1834, and awarded its Royal Charter in 1837, the Royal Institute of British Architects (RIBA) is the UK charter body for architecture. Its mission is to advance architecture by demonstrating benefit to society and promoting excellence in the profession.

For further information:

- visit the RIBA website: www.architecture.com and select 'Use an architect/Find an architect' for directories of all chartered members of the RIBA and RIBA Chartered Practices; or
- visit www.ribafind.org; or
- call RIBA Client Services on 020 7307 3700.

ADDED VALUE

This guide is designed to show how an architect can bring benefits to your project, and pave the way for its successful delivery. It gives an introduction to the services that an architect may provide and to the terms of an architect–client agreement

A RIBA Chartered Architect will supply you with much more than just the drawings for your project, whether it is a design for your home or your business or a master plan for future developments.

You and your team will be fully involved in creating a tailored solution for your requirements. An architect has the experience to see your project safely through design, the planning and building regulations, and construction to completion.

A sound working relationship between you and your architect will contribute significantly to the success of a project. Time spent in preliminary discussion about the requirements, the timetable, the budget, and the nature and cost of professional resources required and their cost, is time well spent.

Your architect can provide a range of services. For a building project, these include:

- investigating the feasibility of the requirements
- developing design proposals
- applying for statutory approvals
- preparing construction information
- obtaining tenders for building work
- administering a building contract.

An architect works with a broad palette of skills and can provide or arrange other services connected with the project such as interior design, landscaping, or making measured surveys of a site or building.

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Your architect's skills are not only relevant to a building project but may be applied to related issues, including such diverse matters as strategic planning for a property development company and the design or selection of furniture and fittings.

RIBA Chartered Architect

Architects practising in the UK who are registered with the ARB and are also chartered members of the RIBA are entitled to describe themselves as 'Chartered Architects' and to use the suffix RIBA after their name. A directory of all chartered members of the RIBA is provided on the RIBA website (www.architecture.com).

Appointing a RIBA Chartered Architect for your project provides you with assurance that your architect:

- has satisfied the stringent standards of educational qualifications and practice experience required for chartered membership of the RIBA
- is committed to the shared professional and learned values of the RIBA
- maintains his or her professional standards in practice through compliance with the RIBA's mandatory requirements for continuing professional development (CPD)
- has access to the extensive knowledge base of the RIBA.

RIBA Chartered Practice Scheme

The RIBA has developed a quality accreditation scheme for architectural practices. All accredited RIBA Chartered Practices must have in place:

- appropriate professional indemnity insurance
- a minimum ratio of RIBA Chartered Architects on their staff

- a quality management system
- a health and safety policy
- an employment policy
- CPD for all their staff.

APPOINTING YOUR ARCHITECT

A member of the RIBA is required by the Code of Professional Conduct to record the terms of any appointment before undertaking any work and to have the necessary competence and resources.

It is in the interests of both parties to understand their agreement, which should define and record the services to be provided and identify associated terms and conditions.

RIBA publishes a flexible range of Appointment Agreements suitable for use with projects of all sizes and complexity:

- Standard Agreement
- Concise Agreement
- Domestic Project Agreement.

The conditions are not lengthy and will repay careful reading. They define the obligations of each party, briefly described opposite, and make provisions for assignment, fees, payments, copyright, liability, suspension and termination and dispute resolution.

RIBA Agreements are available in consultant versions, so that all your consulting team can be on compatible terms concurrent with your architect's appointment.

An agreement will comprise the conditions, schedules of services and formal confirmation of the contract in a memorandum of agreement or letter of appointment.

For very small projects the agreement may be set out in a self-contained letter of appointment.

Generally your architect will retain copyright in the information produced for your project in accordance with the law. However, you are given a conditional licence to copy and use the information for your project.

Your architect is required to maintain professional indemnity insurance in respect of his or her liability to you. The amount of the insurance cover and period of liability to be available for the project are agreed and specified in the agreement.

Should a dispute or difference arise between you and your architect that cannot be resolved by negotiation, it might be resolved by involving a third party under a rapid adjudication procedure, by arbitration in a private process or in the courts.

Your architect undertakes to:

- use reasonable skill and care in performing the services in conformity with the normal standards of the architect's profession
- keep the client informed of progress and on issues affecting time, cost or quality
- co-operate with any other appointed designers and/or the co-ordinator appointed under the Construction (Design and Management) Regulations (the CDM co-ordinator)
- obtain appropriate professional indemnity insurance cover
- only make material alteration to the services or the approved design with the client's prior approval.

You undertake to:

- advise on the relative priorities of your requirements and to provide necessary and accurate information
- appoint other consultants and specialists required under separate agreements
- comply with the CDM Regulations where applicable (see page 25)

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- take decisions and respond promptly to approvals sought by your architect
- pay the fees, expenses and disbursements due and value-added tax where applicable
- employ a building contractor under a separate contract if proceeding with construction work.

THE BRIEF

The brief will provide the basis for turning your aspirations into a deliverable project and give direction to the architect's services. Time spent in elucidating the requirements is well worth the effort. The brief will normally be developed in three phases.

In the first phase, RIBA Work Stage A, the project objectives are established. As appropriate, preliminary studies may be undertaken, ranging from a sketch design solution for a simple brief to a business plan with optional appraisals of alternative sites and development plans to enable you to decide whether to proceed.

You will need to consider:

- *The functions of the finished project.* Who will use it, and for what? Have you visualised how these activities will be accommodated in the new space(s)? What are your core operations? Are there any constraints?
- *Your motivations and expectations.* What do you hope to achieve by this project, in the short and long term, for yourself and others?
- *A design direction.* Contrasting or in keeping with existing buildings? Contemporary or traditional? Are there certain materials, fixtures or finishes you favour?
- *Authority for decision-making.* Who will sign off decisions about design, about costs and about day-to-day matters on-site?
- *Timetables and budgets.* When should key work stages be completed, how much should they cost, and how will they be financed?

In RIBA Work Stage B the Design Brief is developed by you and your architect from the initial statement to provide sufficient information for the design process to begin. It should confirm the key requirements and

constraints; identify any client procedures and the requirement for other professional skills. The Design Brief is an output specification explaining in clear terms what is expected of the project, accompanied by a plan for its implementation.

In the third phase, during RIBA Work Stages C and D, the Project Brief is developed from the Design Brief in parallel with the developing design. The purpose is to identify or confirm the detailed requirements for such matters as operational use, quality, environment, budget, programme and procurement. For smaller and simpler projects the three phases of brief development may be combined into one activity. Full details of all the work stages in the RIBA Plan of Work are shown on pages 16 and 17.

PROJECT MANAGEMENT

Factors for success

Creating excellent buildings: a guide for clients published by the Commission for Architecture and the Built Environment (which can be downloaded free of charge from www.cabe.org.uk/publications) identifies the key skills and attributes shared by clients on successful projects. The useful advice it contains will help to keep your project on track.

The brief has established the key features of your project, but for successful delivery it will continue to need your leadership and adequate resources of time and money.

For complex projects you may find it helpful to establish a small project team of stakeholders to share decision-making and review responsibilities. The group should be led by one person with authority to act as your representative and be the point of contact with the architect and the construction team.

The project team could contribute to such matters as:

- the management structure for effective performance of the team including the architect
- change control procedures for programme and cost matters
- risk management
- budgeting and fundraising
- cost control
- selection of the professional appointees including legal, insurance and financial services
- signing off of all key stages.

Teamworking

The next step is to make the essential appointments for the design phase, whether the team will eventually be just you with the architect and a builder, or a multidisciplinary team with architects, engineers, surveyors, contractors and sub-contractors.

To achieve a successful and safe outcome the team should:

- be encouraged to work together in each successive stage
- adopt integrated processes
- work from the same information base, which must be kept up to date
- have sufficient resources, particularly money and time
- discuss and agree the appropriate method for procuring construction and the programme, to enable the design work to be co-ordinated from an early stage
- co-ordinate services with contractual obligations.

RIBA Agreements for an architect or other consultants may be used to appoint all construction professionals in your team.

Except for work to your home or a fairly small project, you and your appointees will be duty holders under the CDM Regulations 2007, which are concerned with health and safety, see page 25. Under the Regulations, potential appointees do not accept an appointment unless competent to perform their duties.

Architect's services

In addition to the role as the designer of your project, the architect could be invited to your project team and could also provide complementary management services such as:

- project manager, who facilitates the appointment of the design team and manages the project to meet programme, cost and quality requirements
- lead consultant, who leads and co-ordinates the preparation of programmes and reports regularly on progress
- lead designer, who co-ordinates the design by consultants, specialists and suppliers, and communicates with you on significant design issues
- contract administrator or employer's agent, who invites and appraises tenders, administers the building contract and reports on progress and certifies payments due.

THE RIBA OUTLINE PLAN OF WORK 2007

The RIBA Outline Plan of Work organises the process of managing, designing building projects and administering building contracts into a number of convenient work stages A–L. Architect's services and fees are usually based on these stages.

PREPARATION	A Appraisal Identification of client's needs and objectives, business case and possible constraints on development. Preparation of feasibility studies and assessment of options to enable the client to decide whether to proceed.
	B Design brief Development of the client's initial statement of requirements into the design brief by or on behalf of the client confirming key requirements and constraints. Identification of procurement method, procedures, organisational structure and range of consultants and others to be engaged for the project.
DESIGN	C Concept Implementation of a design brief and input to the project brief. Preparation of a concept design including outline proposals for structural and building services systems, outline specifications and preliminary cost plan. Review of procurement route.
	D Design development Preparation of a developed design to include structural and building services systems, updated outline specifications and cost plan. Completion of the project brief. Application for detailed planning permission.
	E Technical design Preparation of technical design(s) and specifications, sufficient to co-ordinate components and elements of the project and information for statutory standards and construction safety.

PRE-CONSTRUCTION	<p>F Production information</p> <p>F1 Preparation of production information in sufficient detail to enable a tender or tenders to be obtained. Application for statutory approvals.</p> <p>F2 Preparation of further information for construction required under the building contract.</p>
	<p>G Tender documentation</p> <p>Preparation and/or collation of tender documentation in sufficient detail to enable a tender or tenders to be obtained for the project.</p>
	<p>H Tender action</p> <p>Identification and evaluation of potential contractors and/or specialists for the project. Obtaining and appraising tenders; submission of recommendations to the client.</p>
CONSTRUCTION	<p>J Mobilisation</p> <p>Letting the building contract, appointing the contractor. Issuing of information to the contractor. Arranging site handover to the contractor.</p>
	<p>K Construction to practical completion</p> <p>Administration of the building contract to practical completion. Provision to the contractor of further information as and when reasonably required. Review of information provided by contractors and specialists.</p>
USE	<p>L Post-practical completion</p> <p>L1 Administration of the building contract after practical completion and making final inspections.</p> <p>L2 Assisting building user during initial occupation period.</p> <p>L3 Post-occupation evaluation: review of project performance in use.</p>

FEE OPTIONS

The fee is a matter for negotiation: there is no 'standard' or 'recommended' basis for calculation. The fee will reflect the complexity of the project, the scope of services to be provided, the applicable work stages, procurement method, construction cost and timetable.

In proposing a fee your architect will allow for the professional and financial resources required for your specific project and for your architect's conceptual skills and specialist knowledge, on which the success of the project will be based.

Complex projects are likely to require the highest level of resources but larger projects may offer opportunity for efficiency savings.

When establishing the initial budget for your project note that fees will be influenced by:

- the extent of the architect's services and the type of procurement
- the size and complexity of the project and any project specific requirements
- works to existing buildings (refurbishment and extensions), which are likely to be significantly more resource intensive
- the repair and conservation of historic buildings is even more complex and the fee will be proportionately higher
- repetition, that is, for example, a number of houses or factory units to an identical design occurring on the original site. The Basic Fee may be adjusted in recognition of the reduced resources required.
- if the design is to be repeated on other projects or sites, for instance where a design for a house type is to be repeated by a contractor an additional fee may be payable.

Options for fee structure

The Basic Fee for normal services in work stages C–L1 may be:

- a quoted percentage of the final cost of the building work, or
- a lump sum or sums, or
- time charges (also suitable for other services), or
- another agreed basis.

Percentage basis

In this option the fee for normal services is expressed as a percentage of the final construction cost and is best used for clearly defined building projects.

Lump sums

Fixed lump sum(s) may be suitable where the requirements, time and cost are clearly defined from the outset. Provision can be made for the lump sum(s) to be varied if time or cost vary by more than an agreed amount.

Variable lump sums are calculated from previously agreed percentages, either when the design and estimated cost have been settled (at the end of Stage D) or at the commencement of each stage based on the latest approved cost. This option may be beneficial where the requirements cannot be predetermined or there are inflationary or deflationary pressures in the market-place.

Time basis

This option will be appropriate where the scope of services cannot be foreseen or does not relate to construction work, where your architect is providing partial services or for additional services such as feasibility studies, party wall services, protracted negotiations, and so on.

Table 1 Relationship of resource requirements to building type

	Architects resources		
	Low	Mid-range	High
Offices	Multi-storey and underground car parks	Banks Office developments	Telecom/computer buildings R&D laboratories Radio, TV, recording studios
Industrial	Barns and sheds Speculative warehouses Transport garages	Purpose-built factories and warehouses Animal breeding units	Food-processing units Breweries High-risk processes
Retail	Speculative retail	Food retail Non-food retail Garages/showrooms	Department stores Shopping centres
Community buildings		Community centres Branch libraries Schools Ambulance and fire stations Police stations Prisons Postal buildings Bus and railway stations Airports	Civic centres Specialist libraries Universities Churches and crematoria Museums and art galleries Courts Theatres, opera houses, concert halls and cinemas
Medical		Health centres Doctors' surgeries	Hospitals Dental surgeries
Public Housing		Social housing Sheltered housing Housing for single people	Special needs housing Residential care homes
Private housing		Apartment blocks	Individual houses/flats
Leisure		Sports halls Squash courts Swimming pools	Leisure complexes Restaurants Public houses Hotels

Value added

The fee can also be structured to take into account the value added by your architect's services (for example, the increased value of a site or building less the development costs, exceeding performance targets and so on).

Expenses

In addition to the fee, expenses may also be chargeable for the cost of copies of drawings and other documents, travel, accommodation, and so on. Disbursements, such as the fees that must accompany applications for building regulations or planning approval, will also be chargeable.

Payment

The exploratory stages A and B (Appraisal and Design Brief) are normally carried out on a time-charge basis additional to the Basic Fee.

Typically the proportion of the Basic Fee (which covers work stages C to L1) due for the stages up to applying for full planning permission at work stage D will be about 35%, for the next stages up to acceptance of a tender at work stage H approximately a further 40% and the balance during construction and on completion.

Fees will normally be invoiced in monthly instalments, based on the progress of the project, for payment within 28 days. If required, regular payments can be budgeted over a period with a review at completion of, say, all the pre-construction work stages, or fees may be paid at the completion of each work stage.

Design and build

Fees for projects procured by the design and build method rather than the traditional approach will reflect the extent of your architect's services prior to the appointment of the contractor, who completes the design and is responsible for its construction.

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If the information to the contractor includes only the brief and perhaps a feasibility study, the contractor will provide all the design services in Work Stages C–F. If the information includes a design and full planning permission, the contractor will provide the technical design services in Work Stages E and F.

The further the design is progressed the more risk can be removed from the contractor's proposals.

In each case your architect's fee may be reduced appropriately and the contractor will include a charge for the design work in the construction cost.

On appointment of the contractor you may wish to retain your architect to advise you on the design developed by the contractor's team. Alternatively your architect may agree to be novated to the contractor for completion of the design. With this arrangement you must be aware that he/she no longer works for you and must act on instructions received through his/her new client, the contractor.

LEGISLATION

Your architect will advise you on the steps that must be taken to ensure compliance with the law relating to construction work, and the need where necessary for specialist legal advice. Your architect can make submissions and conduct negotiations with statutory bodies, but obviously cannot guarantee outcomes beyond his or her control.

Statutory regulations also apply to the terms of construction contracts, management of health and safety and the rights of 'consumers'. Your architect will explain the impact of these matters when developing the design of the project and the need for approvals from regulatory bodies. A breach of such regulations is a punishable offence.

The following legislation, briefly described below, is applicable in England and Wales:

- to all clients
 - Town and Country Planning Act 1990
 - The Building Act 1984 and The Building Regulations 2000
 - CDM Regulations 2007
 - Party Wall etc. Act 1996
 - Site Waste Management Plans Regulations 2008
- to business and commercial clients
 - Housing Grants, Construction and Regeneration Act 1996
 - Late Payment of Commercial Debts (Interest) Act 1998
 - Disability Discrimination Acts 1995 and 2005
- to domestic or consumer clients
 - The Unfair Terms in Consumer Contracts Regulations 1999.

Your architect will advise on relevant legislation in Scotland and Northern Ireland.

Town and Country Planning Act 1990

Application for planning permission

The purpose of the planning system is to regulate the use, siting and appearance of buildings and to protect the environment and public amenity.

All developments require planning permission from the local planning authority, except for internal changes to your home and certain small domestic extensions within strict criteria, which may be covered by 'permitted development rights'. Statements on design and access, flood risk, biodiversity and geological conservation, and so on may be required with the application together with the appropriate fee.

Internal or external alterations or extensions that would affect the character of a listed building of historical or architectural interest require two separate applications, one for listed building consent and one for planning permission.

The Building Act 1984 and The Building Regulations 2000

The Act and the Regulations apply to England and Wales and aim to secure standards of health and safety for people in and around buildings, energy conservation and the welfare and convenience of disabled people.

The Regulations apply to all new building work and impose duties covering design and construction of buildings, their services, fittings and equipment.

'Approved documents', which set out the requirements and give practical and technical guidance on compliance with the Regulations, cover: structure; fire safety; site preparation, contaminants and resistance to moisture; toxic substances; sound transmission; ventilation; hygiene; drainage and waste disposal; heating appliances; protection from falling; conservation of fuel and power; access and facilities for disabled people; glazing; and electrical safety.

The Local Authority must be given notice, accompanied by a fee, before work commences. Building control inspectors will make independent checks on compliance and issue a final certificate on satisfactory completion.

CDM Regulations 2007

The Construction (Design and Management) Regulations 2007 (CDM) relate to the design, construction, use, maintenance, cleaning, repair and demolition of buildings and structures. The Regulations seek to eliminate potential hazards and those that cannot be eliminated minimised by careful design and management.

The Regulations impose statutory duties on designers and contractors on all projects. They also impose statutory duties on clients (unless your project relates to your home).

If your architect advises that your project is notifiable under the Regulations you must appoint a CDM co-ordinator.

Designers, CDM co-ordinators and contractors must provide evidence of competence so that you can make a judgement about how suitable they are for the type of project and its risks.

Membership of a professional institution, for example the RIBA, is a strong indicator of the necessary knowledge and an ability to recognise the health and safety implications of the appointee's work

Most designers, CDM co-ordinators and contractors will maintain a package of information showing how their own policy, organisation and arrangements demonstrate competence.

(See also *A client's guide to health and safety for a construction project*, which explains in greater detail the statutory duties, available from www.ribabookshops.com.)

Party Wall etc. Act 1996

A notice must be served by or on behalf of the building owner notifying the owner and occupiers of the adjoining land if:

- a party wall is to be demolished, rebuilt, extended or repaired
- a new building is to be constructed near the boundary
- a new party fence is to be built
- a new wall is to be built up to the boundary line.

If the adjoining owner does not consent to the works, a dispute will arise. The Act sets out a procedure for resolving any such disputes. (See also *Guidance for clients on party wall procedures* available from www.ribabookshops.com.)

Site Waste Management Plans Regulations 2008

These Regulations require that any person intending to carry out a construction project with an estimated cost greater than £300,000, prepares and maintains a waste management plan.

Housing Grants, Construction and Regeneration Act 1996

This Act applies to most *construction contracts* that include client–architect professional services agreements. However, the Act does not apply to a contract with a ‘residential occupier’ that *principally relates to operations on a dwelling which one of the parties to the contract occupies or intends to occupy, as his residence* (S 106).

RIBA Standard and Concise Agreements include terms to comply with the Act’s provisions, which primarily relate to payment procedures and resolution of disputes by adjudication.

Late Payment of Commercial Debts (Interest) Act 1998

The legislation entitles a business to claim from another business simple interest for late payment and for reasonable debt recovery costs. The statutory rate is 8% over the official dealing rate of the Bank of England (the base rate). Visit www.payontime.co.uk for information about the legislation and an interest calculator.

It is for the supplier, for example the architect, to decide whether or not to use the statutory right. Alternatively, the parties (the client and architect, for example), may agree different terms, but the Act requires that any alternative must be a substantial remedy. The Regulations do not apply where the payee is a consumer.

Disability Discrimination Acts 1995 and 2005

These Acts place obligations on companies and organisations to their employees and other people (invitees or the general public) with mental or physical impairment, which includes sensory impairment, who will have access to their 'premises'; the building and its site.

Some of these obligations relate to the management and operational procedures of the 'premises' and others relate to the provision of reasonable access facilities for disabled persons. Building owners or operators (the service providers) are required to ensure that the operation of their 'premises' (new or existing) will not bring them into conflict with the Acts.

Unlike the related requirement of Part M of the Building Regulations, there is no set of conditions to be met. It is worth noting that the legal duty relates to access to the service, not to all accessible parts of a building.

The Unfair Terms in Consumer Contracts Regulations 1999

Domestic projects

The object of this legislation is to offer the consumer protection where the contracting parties might be of unequal bargaining strength and the terms of the contract have been drafted unilaterally.

Your architect will explain the implications of the Regulations, which require that the terms are 'individually negotiated'.

You will be a 'consumer' if you sign a contract in your own name: not as a limited company or other legal entity, i.e. 'a natural person acting for purposes outside his trade, business or profession'.

For work to your home or to a second home you will be exempt from:

- the provisions of the Housing Grants, Construction and Regeneration Act 1996 as a 'residential occupier'
- the Late Payment of Commercial Debts (Interest) Regulations 2002.

If your second home is to be let at any time as a holiday rental or to other tenants, these exemptions will not apply.

The terms of the RIBA Domestic Project Agreement recognise the importance of the Regulations.

OTHER RIBA CLIENT GUIDES

Available from RIBA Bookshops (www.ribabookshops.com):

A client's guide to health and safety for a construction project under the Construction (Design and Management) Regulations 2007

Guidance for Clients on Party Wall Procedures

Available online from www.ribabookshops.com/agreements:

A guide to Access Management Services

Working with an Architect: Repair and alteration of historic buildings

Guide to Initial Occupation and Post-occupation Services

Available online from www.architecture.com/useanarchitect/workwithanarchitect/workwithanarchitect.aspx:

Working with an architect for your home

