This is the Standard Agreement 2010: Schedules (2012 revision) referred to in the Agreement relating to
The Project, namely:

between

The Client, namely:

and

*  

*Insert 'The Architect' or 'The Consultant', namely

Royal Institute of British Architects
What is this document?
This component comprises the schedules for use with the Standard Conditions of Appointment for an Architect, 2012 revision or a Consultant, 2012 revision.

They are also available from www.ribabookshops.com/agreements as separate editable electronic files. Note that the Services Schedule can be replaced if necessary or added to by the following online alternatives:

Access Management Services Schedule
Contractor’s Design Services Schedule
Initial Occupation and Post-occupation Evaluation Services Schedule
Historic Building or Conservation Project Services Schedule
Multi-disciplinary Design Services Schedule
Master Planning Services Schedule

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In this updated edition amendments have been made:
• in the Project Data to the text relating to Time and Cost and Liability and Insurance.
• in the Services Schedule to reorganise the Other Services schedule which includes an additional service ‘Prescribed software for data transfer’.
• in the Fees and Expenses schedule to the layout.

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THE PROJECT

The Client

is acting for business or commercial purposes / is a Public Authority / is a consumer client
Delete unwanted options.

The Services relate to[1]

at ('the Site')

to be procured by[2]

Project description

This box may be deleted if briefing documents are attached – see next entry

[2] Eg lump sum building contract, design and build, construction management etc.
Project Data 2010, 2012 revision

Brief

Briefing document(s) are attached as Appendix[3]:

Conditions

Amendments to the Conditions are attached as Appendix[4]:

Time and cost

The Client wishes the Project to be completed in accordance with the initial Timetable (Project Programme) for [5]:

and the initial Project Budget including the Construction Cost of the Project, ex VAT, ie: or such other date(s) or cost as may be agreed.

If not stated the time or cost constraints are a fair and reasonable period or amount.

LIABILITY AND INSURANCE

Clauses 7.1, 7.2 and 7.4

The time limit for action or proceedings and insurance cover is:

If no period is stated the period is six years (or 12 years if executed as a deed)[6]

The amount of PI insurance cover to be maintained in respect of each and every claim or series of claims arising out of the same originating cause is:

except where an annual aggregate limit applies in respect of

- pollution and contamination the limit is:
  
  and/or

- asbestos or fungal mould the limit is:

If no entries are made, liability is unlimited.

7.7 Supplementary Agreements applicable to this Agreement

Appendix[7] Collateral Warranty

Third Party Schedule[8]

Novation Agreement

other

[3] Insert number or letter.
[4] Insert number or letter.
[5] Insert the event eg Practical Completion and the target date.
[6] If no period is stated, where the law of England and Wales or the law of Northern Ireland applies, the period is six years (or 12 years if executed as a deed). If no period is stated, where the law of Scotland applies, the period is six years where the Agreement is valid but not formally executed in a self proving manner and 12 years where the Agreement is formally executed in a self proving manner, subject to the prior operation of statutory prescription.
[7] Select the preferred option and insert number or letter of the appendix.
DISPUTE RESOLUTION

Clauses 9.1 to 9.3

Mediation

The parties may agree to refer a dispute or difference arising out of this Agreement to the Mediation service of:

\[9\]

Delete if mediation is not required.

Adjudication

A dispute or difference arising out of this Agreement may be referred to adjudication in accordance with:

Select the preferred procedures

\[ \square \] CIC Model Adjudication Procedures current at the date of the reference

\[ \square \] The Scheme for Construction Contracts Regulations\[10\]

Other

Or for a consumer client

\[ \square \] The RIBA Adjudication Scheme for Consumer Contracts where the Client is a consumer and the claim does not exceed:

If required, the nominator of the Adjudicator is:

If no nominator is stated, the nominator is the Royal Institute of British Architects.

Litigation or arbitration

Without prejudice to any right of adjudication, any dispute or difference arising out of this Agreement

Select the applicable option

\[ \square \] is determined by legal proceedings

\[ \square \] is referred to arbitration in accordance with the clause 9.3 except in connection with the enforcement of any decision of an adjudicator

If no selection is made, legal proceedings apply.

Where arbitration is chosen the appointor is the President or Vice-President\[11\] of:

If no appointor is stated, the appointor is the President or a Vice-President of the Royal Institute of British Architects.

Applicable law

The law applying to this Agreement is the law of:

Unless otherwise stated, the law of England and Wales applies.

Effective date

The effective date of this Agreement is:

Unless otherwise stated, the Effective Date is the date on which performance of the Services commenced.

\[9\] Mediation services available from Royal Institute of British Architects, Royal Incorporation of Architects in Scotland, Resolex Ltd and ADR Net Ltd.

\[10\] As relevant to England and Wales, Scotland or Northern Ireland.

\[11\] Or the President or the Secretary of the Royal Incorporation of Architects in Scotland.
The Other Persons listed below are or are to be appointed to perform services in connection with the Project:

**Core Project Roles**

- Client Representative
- Project Lead
- Health & Safety Advisor
- Cost Consultant
- Contract Administrator
- Lead Designer
- Architect\(^{[13]}\) as Designer
- Civil and Structural Engineer as Designer
- Building Services Engineer as Designer

**Additional Roles**

- Employers Agent
- Landscape Designer
- Site Inspector(s)/Clerk(s) Of Works

\(^{[12]}\) Insert profession, name and address or ‘to be agreed/notified’. If appropriate, identify particular elements to be included in their responsibilities. Where the appointment of a sub-consultant has been agreed, enter Profession/role in the space to the left of the page and Consultant—Sub-consultant—name and address in the space to the right.

\(^{[13]}\) ‘Architect’ is a protected title which can only be used by registered architects in the UK.
Enter the applicable stages in the right hand box for the Roles to be performed by the appointee
Delete or strike through any Roles not included in the Agreement

The Services are set out in the parts of this schedule identified below

Role Specifications

Design Services

Other Services

and additional schedule(s)

The Services shall be performed in the specified stages [as defined in the RIBA Plan of Work 2013] and include performance of any specified roles in the list below.

Project Lead
If no Project Lead is appointed then the Client or Client’s Representative performs the role.

Health & Safety Advisor
The Client, if defined as ‘domestic Client’ in the CDM Regulations, will be exempt from statutory duties arising including the requirement to appoint a Co-ordinator.

Cost Consultant

Contract Administrator

Employer’s Agent

Lead Designer

Architect as Designer

Civil and Structural Engineer as Designer

Building Services Engineer as Designer

Site Inspector(s)/Clerk(s) of Works

[14] Applicable to Designers only.
[15] Amend reference if a different schedule is used. Other available schedules include Access Consultancy Services, Contractor’s Design Services, Initial Occupation and Post-occupation Evaluation Services, Multi-disciplinary Design Services and Master Planning Services.
[16] Applicable to Designers only.
[17] The Specified Roles to include any performed by sub-consultants employed directly by the Architect.
The RIBA Plan of Work 2013 organizes the process of briefing, designing, constructing, maintaining, and operating buildings. It provides a framework for different project stages. This plan can be adapted to suit specific project requirements.

**Stages**

1. **Strategic Definition**
   - Core Objectives
   - Pre-application discussions

2. **Preparation and Brief**
   - Initial considerations for assembling the project team
   - Create a Project Roles Table and Contractual Tree

3. **Concept Design**
   - Prepare Handover Strategy and Risk Assessments
   - Review Feasibility Studies and prepare Project Execution Plan

4. **Developed Design**
   - Prepare Handover Strategy and Risk Assessments
   - Review and update Project Execution Plan

5. **Technical Design**
   - Prepare Technical Design in accordance with Design Responsibility Matrix and Project Strategies
   - Review and update Sustainability Strategy and Implementation
   - Update and submit Building Information Exchange (BIE) information

6. **Construction**
   - Review and update Sustainability Strategy and Implementation
   - Update and submit BIE information

7. **Handover and Close Out**
   - Review and update Sustainability Strategy and Implementation
   - Update and submit BIE information

**Sustainability Checkpoints**

- **Checkpoint 1**
- **Checkpoint 2**
- **Checkpoint 3**
- **Checkpoint 4**
- **Checkpoint 5**
- **Checkpoint 6**
- **Checkpoint 7**

**Information Exchanges**

- **Strategic Brief**
- **Initial Project Brief**
- **Concept Design**
- **Developed Design**
- **Completed Technical Design**

**UK Government Information Exchanges**

- *As required*
The person appointed to the specified Roles is authorised to perform and shall be responsible for performance of the activities in all relevant stages.

**Project Lead**

Preparing the Client's initial statement of Project Objectives, taking into account the Client's core operations and identifying constraints.

Establishing the requirement for professional skills, procedure and programme management, and legal, insurance and financial services.

Identifying the roles of Client representatives and stakeholders.

Managing the appointment of the project team.

Issuing information, decisions, approvals and instructions to the Lead Designer, Cost Consultant and Contract Administrator/Employer's Agent.

Implementing of any feasibility studies and/or options appraisals required.

Developing and maintaining a project strategy.

Developing and maintaining a management structure and communications environment in which all consultants, contractors and other persons can perform effectively.

Managing development of the Brief and overseeing its implementation.

Identifying project procedures including:
- any relevant existing procedures of the Client;
- administrative actions such as contributions to and frequency of progress reports, etc;
- change control procedures for programme and cost matters and contingency expenditure;
- risk management; and
- performance and design quality reviews.

Preparing and maintaining Cost Information in co-ordination with any construction cost estimates and cash flow projections prepared by others.

Monitoring performance and activity, cost planning and control, programme and progress, and reporting to the Client. In consultation with consultants and/or contractors, authorises or applies for authorisation to take any corrective action required.

Facilitating communications between the project team except that communications on significant design matters are dealt with by the Lead Designer and/or the Health & Safety Advisor.

Leading, co-ordination and preparation of a Project Execution Plan and the Project Programme.

Advising on methods of procuring construction.

Reviewing the progress of design work with the Lead Designer and Health & Safety Advisor.

Developing and managing change control procedures, and making or obtaining decisions necessary for time and cost control.

With the Contract Administrator, Lead Designer and Health & Safety Advisor co-ordinating and reviewing the work of consultants and site inspectors during Stages 4 and 5.
Services 2010, 2012 revision
Part 1: Role Specifications

Health & Safety Advisor [18][19]
Exercising the powers and duties of and associated with the statutory function of Co-ordinator under the Construction (Design and Management) Regulations 2007.

Providing, as and when requested, information on health and safety issues to the Project Lead, Lead Designer, the Contract Administrator/Employer’s Agent, Designers and any Other Persons providing work or services reasonably necessary for such persons to carry out their duties.

Facilitating communications on health and safety issues between the Client and such Other Persons.

Cost Consultant
Providing and updating Cost Information including estimates, advice, valuations and other information concerning the cost of construction works.

Co-ordinating and integrating estimates, advice, valuations and information provided by any Other Person.

Providing quantity surveying services.

Contract Administrator
Inviting and appraising a tender or tenders, including:
• considering with the Client a tenderer or a list of tenderers for construction works;
• considering with the Client appointment of a contractor, and advising on the powers and duties of the parties and the Contract Administrator under the Building Contract;
• preparing the Building Contract and arranging for signatures.

Administrating the Building Contract, including:
• reviewing the contractor’s programme and the progress of construction works;
• issuing of information, instructions, etc;
• reviewing with relevant consultants of information provided by the contractor;
• providing information required for preparation of valuations of work carried out or completed or validating contractor’s applications for payment;
• giving notice of any adjustment to the Completion Date;
• ascertaining or instructing ascertainment of loss and expense due to the contractor;
• certifying payments due;
• presenting financial reports to Client;
• collating record information in conjunction with the Health and Safety Advisor; and
• exercising impartial and independent judgment when dealing between Client and the contractor (not applicable to Employer’s Agent).

[18] For the purposes of the Agreement, the Co-ordinator is a member of the consultant team. In any conflict with the Agreement the CDM Regulations take precedence.
[19] Note: The Co-ordinator is to be appointed by the Client as soon as is practicable after preliminary design work, planning or other preparation for construction work has begun. Not applicable to a Client if defined as ‘domestic Client’ in the CDM Regulations.
With the Lead Designer, Cost Consultant and the Health & Safety Advisor, co-ordinating and reviewing the work of all consultants and site inspectors, if any, to the extent required for the administration of the Building Contract, including:

- providing information required by consultants and site inspectors for their services during the construction period;
- receiving reports from such consultants and site inspectors to enable decisions to be made in respect of the administration of the Building Contract;
- consulting any Other Person whose design or specification may be affected by a Client instruction relating to the Building Contract, obtaining any information required and issuing any necessary instructions to the contractor;
- managing change control procedures and making or obtaining decisions as necessary for time and cost control during the construction period.

Reporting to the Client.

**Lead Designer**

Co-ordinating preparation of stage programme[s] for the design process.

Co-ordinating design of all constructional elements, including work by consultants, specialists or suppliers and for health and safety matters in conjunction with the Health & Safety Advisor.

Establishing the form and content of design outputs, their interfaces and a verification procedure.

Communicating with the Client on significant design issues.

Leading and co-ordination preparation of a Project Execution Plan, including work outstanding from previous stages.

Advising on the need for and the scope of services by consultants, specialists, subcontractors or suppliers.

Monitoring the work of the Designers.

**Designers**

**including Lead Designer**

Preparing and maintaining for each stage a programme for performance of the Services, including any Services not completed in a previous stage.

Providing designs, specifications, advice and information concerning the design for which the designer is responsible (‘the Relevant Design’) with due regard to cost, functionality, build quality and impact, buildability, construction safety, operation and maintenance.

Determining materials, elements and components, standards of workmanship, type of construction and performance in use for the Relevant Design.

Preparing drawings, sketches, schedules, specifications, calculations and production and tender information for the Relevant Design as appropriate.

Giving due regard to the guidelines contained in the current publication *Good Practice in the Selection of Construction Materials 2011 (British Council of Offices Publication)* unless authorised by the Client in writing to specify or authorise products or materials generally known within the Designer’s profession at the time of specification or authorisation to be deleterious or hazardous to health or safety or to affect the durability of construction works.
Services 2010, 2012 revision
Part 1: Role Specifications

(Where engaged to provide services during the construction stage other than any duties in connection with administration of the Building Contract), making the appropriate number of visits to the site for:

- inspection generally of the progress and quality of the Relevant Design as built;
- approval of such elements of the works as may be specified to be to the reasonable satisfaction of the Designer;
- obtaining information necessary for the issue of any notice, certificate or instruction by the administrator of the Building Contract.

**Architect as Designer’s** services include siting, spatial arrangement, amenity and appearance of buildings and external works elements. Includes services as relevant to Landscape Architects or Interior Designers.

**Civil and Structural Engineer as Designer’s** services include civil engineering elements, structural stability of building sub-structures, super-structures and external works elements.

**Building Services Engineer as Designer’s** services include building services (including mechanical, electrical, public health, transport and/or communications systems) elements.

**Specialist Designer’s** services relate to elements allocated to a contractor or sub-contractor who it is intended will construct the specialist work, or to a consultant with special expertise where the specialist work will be constructed by another firm.

**Site Inspector’s/Clerk of Work’s** services include inspecting and reporting upon the progress and quality of the works and conformity with the contract documentation.
Delete or strike through any services not required. Make any necessary amendments to include services and/or add additional services.

WORK STAGE SERVICES

Stage 0

Strategic Definition
Receiving Client’s instructions and information about the Project.
Assisting the Client in defining the Client’s strategic requirements and the preparation of the Strategic Brief.
Providing information for a report on the Project Budget.
Reviewing with Client alternative project team options.
Contributing to the Project Programme and assembling the project team.

Stage 1

Preparation & Brief
Visiting the Site and carrying out an initial appraisal.
Assisting development of the Initial Project Brief including consideration of Project Objectives, Quality Objectives, Project Outcomes, Sustainability Aspirations, Project Budget and other parameters or constraints. Undertaking Feasibility Studies and review of Site Information.
Undertaking development of Handover Strategy and Risk Assessments.
Assisting assembly of project team including contributions to the Design Responsibility Matrix, Information Exchanges and the Project Execution Plan.
(Compiling, revising and editing the Initial Project Brief on behalf of the Client is Other Service 3a)

Stage 2

Concept Design
Preparing Concept Design and including outline specifications.
Providing information for approximate estimate of Construction Cost for inclusion with Cost Information.
Contributing to completion of the Final Project Brief.
Preparing Stage Report in accordance with agreed Information Exchanges and submitting to Client.
Preparing Sustainability Strategy, Maintenance and Operational Strategy and reviewing Handover Strategy and Risk Assessments.
Assisting with Third Party Consultations, updating of the Project Execution Plan, preparing of the Construction Strategy and Health and Safety Strategies.
Stage 3

Developed Design

Developing the approved Concept Design to show spatial arrangements, type of construction, materials and updated outline specifications in sufficient detail to co-ordinate the structural and building services design of the project.

Investigating effect of statutory standards and construction safety on Concept Design.

Consulting statutory authorities.

Providing information for estimate of Construction Cost.

Preparing Stage Report in accordance with agreed Information Exchanges and submitting to Client.

Reviewing the Project Execution Plan and Risk Assessments and the Sustainability, Maintenance and Operational, Handover, Construction and Health and Safety Strategies.

Undertaking Third Party Consultations as required.

Planning Applications.

Arranging and preparing information for Pre-application discussions.

Preparing and submitting application for detailed planning permission.

Assisting discharge of conditions attached to Planning Consent.

Stage 4

Technical Design

Preparing technical designs, calculations and specifications sufficient to construct the project in accordance with the Design Responsibility Matrix and agreed Information Exchanges.

Consulting statutory authorities on developing design.

Providing information for updating estimate of Construction Cost.

Reviewing the Project Execution Plan and Risk Assessments and the Sustainability, Maintenance and Operational, Handover, Construction and Health and Safety Strategies.

Undertaking Third Party Consultations as required including preparing and making submissions under building acts and/or regulations or other statutory requirements.

Reviewing design information provided by contractors or specialists to establish whether that information can be co-ordinated and integrated with other project information.

Giving general advice on operation and maintenance of the building.
Stage 5  Construction
Making visits to construction works as Designer.[20]
Responding to site queries as reasonably required for construction
Complying with the requirements of the Handover Strategy including agreement of information required for commissioning, training, handover, asset management, future monitoring and maintenance and on-going compilation of “As Constructed Information”.

Assisting with the updating of the Construction and Health & Safety Strategies.
Providing record drawings showing the building and main lines of drainage and other information, where applicable, for the Health and Safety File (CDM 2007) and the building log book (Building Regulations Approved Document Part L2).
Reviewing compliance with statutory and contract requirements.

Stage 6  Handover and Close Out
Advising on resolution of defects.
Providing information for agreeing final account.
Assisting building user during initial occupation period, if applicable as attached schedule.

Stage 7  In Use
Carrying out Post-occupation Evaluation, if applicable as attached schedule.

Procurement Activities
Identify extent of design work by contractor and/or specialist sub-contractors.
Prepare documents required for tendering purposes.

NB: Activities in *italics* may be moved to suit project requirements.
NB: Activities underlined will vary to suit project requirements.

Delete or strike through any services not required. Select the boxes for the required services [Y or ✔], alternatively, enter ‘T’ for time-based services or ‘LS’ for lump sums, make any necessary amendments and/or add additional services.

### Sites, buildings and related services

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Selection of project team members</td>
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<tr>
<td>2</td>
<td>Options appraisal</td>
</tr>
<tr>
<td>3a</td>
<td>Initial Project Brief</td>
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<tr>
<td>3b</td>
<td>Final Project Brief</td>
</tr>
<tr>
<td>3c</td>
<td>Room data sheets</td>
</tr>
<tr>
<td>4</td>
<td>Selection of sites and/or buildings</td>
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<tr>
<td>5</td>
<td>Surveys, inspections or specialist investigations</td>
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<tr>
<td>6</td>
<td>Accessibility audit</td>
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<tr>
<td>7</td>
<td>Environmental studies</td>
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<td>8</td>
<td>Services in connection with party wall matters</td>
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<tr>
<td>9</td>
<td>Community architecture services</td>
</tr>
<tr>
<td>10</td>
<td>Outline planning submissions and/or pre-application planning consultations</td>
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<tr>
<td>11</td>
<td>Negotiations in connection with statutory approvals</td>
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<tr>
<td>12</td>
<td>Submissions to and negotiations with landlords, freeholders, etc</td>
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<tr>
<td>13</td>
<td>Applications or negotiations for statutory and other grants</td>
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<td>14</td>
<td>Prescribed software for data transfer</td>
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<td>15</td>
<td>Services in connection with value engineering</td>
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<td>16</td>
<td>Services in connection with risk management</td>
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<td>17</td>
<td>Electronic document control system</td>
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<td>18</td>
<td>Services in connection with a site waste management plan</td>
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<tr>
<td>19</td>
<td>Two-stage tendering</td>
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<tr>
<td>20</td>
<td>Briefing and/or tender documentation for specialist services</td>
</tr>
<tr>
<td>21</td>
<td>Negotiating a price with a contractor (in lieu of tendering)</td>
</tr>
<tr>
<td>22</td>
<td>Additional site inspections or provision of resident site staff</td>
</tr>
</tbody>
</table>
Services 2010, 2012 revision
Part 3: Other Services

23  Interim and final valuations
24  Compiling maintenance and operational manuals
25  Specially prepared drawings of building as built, models, photographs, etc
26
27
28
29
30

Special Services

*Special Services only required if the need arises during the commission, which may be instructed as additional Services:*

- Revision of or preparation of additional documents to:
  - comply with requirements of planning or statutory authorities, landlords, etc;
  - comply with changes in interpretation or enactment or revisions to laws or statutory regulations;
  - make changes or corrections not arising from any failure of the Architect/Consultant.
- Investigations and instructions relating to work not in accordance with the building contract.
- Assessment of alternative designs, materials or products proposed by a contractor or sub-contractor.
- Assistance to the Contract Administrator dealing with extensions of time and contractor’s claims.
- Services on behalf of the Client in connection with any dispute between the Client and another party.
- Services following damage to, or destruction of, a building in construction or existing buildings.
- Services following suspension or termination of any contract or agreement with or the insolvency of any other party providing services to the project.
- Services in connection with easements or other legal agreements.
Fees and Expenses Schedule 2010, 2012 revision

**Basic Fee**  Identify the applicable clauses, relevant work stages and the basis for calculation of the amount of the fee

<table>
<thead>
<tr>
<th>Stage</th>
<th>Clause</th>
<th>Fee</th>
<th>Notes</th>
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</table>

In stages 5 and 6 the Basic Fee includes site visits[^21]

*Unless otherwise stated, the maximum number of visits will be one per month*

**Other fees**  Other fees are fees for any Other or Special services required but not included in the Basic Fee and, if applicable, any specified copyright licence fee for the Client's use after the date of the last Service performed under this Agreement of materials produced by the Architect (drawings, documents etc.) in performing the Services.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Clause</th>
<th>Fee</th>
<th>Notes</th>
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[^21]: Unless time charges apply in which case, delete.
## Fees and Expenses Schedule 2010, 2012 revision

### Time Charges

<table>
<thead>
<tr>
<th>Person/grade</th>
<th>Rate[^22]</th>
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### Expenses and Disbursements

The specified expenses listed below will be charged[^23]

- a) at net cost plus a handling charge of \[ \text{\% of net cost} \]
  
or

- b) by the addition to the amount due of \[ \text{\% of the total fee} \]
  
or

- c) Other[^24]

### Specified Expenses

Enter frequency

Where payments are to be equalised or based on milestones, specify details:

### Other Expenses

(including disbursements[^25]) will be charged at net cost plus \[ \text{\% of net cost} \]

Where applicable, travel will be charged at \[ \text{per mile} \]

### Hard copies of Drawings and Documents

- A4
- A3
- A2
- A1
- AO

- in black and white

- in PDF format or similar

### Payment

VAT Registration number of the payee is:

Accounts for instalments of fees[^26] shall be issued:

[^22]: £/hour or £/day.
[^23]: Delete those that do not apply.
[^24]: Use where specified expenses are to be charged by a method different from those listed above.
[^25]: Such as payments to the Local Authority for planning submissions or Building Regulations approval.
[^26]: State whether calculated on basis of the estimate of the percentage of completion of the Services or stages or additional services or such other specified method.