

# LDEDC Act 2009 Amendments to ACA SFA 2010

Issued October 2011

*The following amendments must be incorporated into the ACA standard Form of Agreement for the Appointment of an Architect (ACA SFA) 2010 edition in order to account for the requirements of the LDEDC Act 2009 which appliesto appointments come into effect in England and Wales from 1st October 2011 and in Scotland from 1st November 2011.*

*By the parties completing this amendment form as set out below, the Client and the Architect hereby confirm that the terms of their Agreement shall be deemed to incorporate the amendments as follows.*

## Payment

- Clause 5.11 and 5.11.1 shall be deleted and replaced (but not 5.11.2 and 5.11.3) as follows:
- "5.11 Payments under this Agreement shall become due on the date of issue of the Architect's payment notice, which shall comprise the Architect's invoice or account. Each notice shall set out the sum that the Architect considers to be or to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated ("notified sum"). The final date for payment for such notified sum shall be 30 days from the date of issue of the relevant notice.
- 5.11.1 The Architect's payment notices shall be issued at intervals of not less than one month (or as otherwise provided for in the Agreement) and should include any additional Fees, expenses or disbursements and the basis of calculation of the amounts due."

## Payment Notices

- Clause 5.13 shall be deleted and replaced as follows:
- "5.13 The Client shall pay the sum notified by the Architect under clause 5.11 by the final date for payment unless the Client issues a notice under clause 5.13.1, but otherwise the amount due and payable to the Architect shall be the notified sum. The Client shall not delay payment of any undisputed part of the notified sum.
- 5.13.1 If the Client intends to pay less than the notified sum in any payment notice the Client shall give a written notice to the Architect not later than 5 days before the final date for payment specifying the amount that the Client considers to be due on the date the notice is served, the basis on which that sum is calculated and, if any sum is intended to be withheld, the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it."

## Suspension

- Delete the first part clause 8.2 (but not the sub-clauses) and replace as follows:*
- "8.2 The Architect may suspend performance of all or any of the obligations under this Agreement on giving 7 days notice to the Client of his/her intention and of the grounds for doing so in the event that the Client:"
- Add new clause 8.6:
- "8.6 In the event of a suspension in accordance with this Agreement, the Client shall pay the Architect a reasonable amount in respect of costs and expenses reasonably incurred by the Architect as a result of any exercise of its right referred to in clause 8.2."

## Adjudication

- Delete clause 9.2.1 and replace as follows:*
- "9.2.1 Where a dispute or difference is to be referred to adjudication, referral of the dispute shall be made within 7 days of the issue by either party of a notice of the intention to refer a dispute or difference to adjudication. The adjudication procedure shall be in accordance with the provisions set out in Part 1 of the Scheme for Construction Contracts (England and Wales Regulations) (as amended and as current at the date of reference) which shall take effect as if incorporated into this clause. The adjudicator may allocate between the parties the costs relating to the adjudication, including the fees and expenses of the adjudicator, on a standard assessment basis."

This amendment is signed and agreed by:

Date of Agreement: .....  
[insert here the date of completion of the SFA 2010]

Client: .....

on behalf of: .....

Architect: .....

on behalf of: .....

Dated: .....