



**ACA98 The Appointment of a Consultant
Architect for Small Works, Works of Simple
Content and Specialist Services
(2000 Revision)**

This document can be used between the Architect and the Client for small building projects up to approximately £250,000 and also for projects where the content of the work is of a simple nature.

See overleaf for a taster of the agreement - the 'contents' page followed by the first two pages.

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ACA98

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1.00 INTRODUCTION

- 1.01 This document (ACA98) has been produced in response to requests for a simplified document for building projects which either do not exceed £250,000 at 2000 values or where the content of the work is of a simple nature. ACA98 may also be used where specialist services are required. Where the nature of the commission is complex the latest edition of the Standard Form of Agreement (SFA) jointly produced by ACA, RIAI, RIAS and RIBA should be used.
- 1.02 ACA98 should be used at the outset as the basis for discussions between Architect and Client to identify the responsibility of both parties (Sections 2 and 3), the scope of services to be provided (Sections 4 and 5) and the fees to be charged (Section 6). A Letter of Appointment should then be written (based upon the specimen letter in the Appendix on page 12) which should be signed by both parties.
- 1.03 The specific nature of any project may require additions to, subtractions from or variations to ACA98. If only a few changes are needed, they can be described in the Letter of Appointment. If there are many changes, ACA98, which should be attached to the Letter of Appointment in any event, should have the changes marked on it. If any further changes should be required subsequently, they should be clearly confirmed by letter.
- 1.04 In this document, ACA98 (as amended if appropriate) together with the Letter of Appointment will be referred to as the “Agreement”.

2.00 CONDITIONS RELATING TO ALL APPOINTMENTS

- 2.01 Architects provide many services in addition to those for straightforward building projects. The following are generally applicable to all appointments whatever their nature. For any appointment to be successful, certain obligations for performance are imposed upon both parties.

2.02 Architect’s responsibilities

- 2.03 The Architect will exercise reasonable skill and care in providing the services in accordance with the normal standards of the Architect’s profession.
- 2.04 The Architect will act on behalf of the Client in all matters set out in the Agreement. Where a timetable of stages is agreed, the Architect shall obtain the Client’s consent to proceed with each stage.
- 2.05 The Architect shall make no alteration to the services to be provided without the consent of the Client, except cases of emergency when the Architect will inform the Client without delay.
- 2.06 If it becomes apparent to the Architect that anything in the Agreement needs be varied, the Architect will inform the Client without delay.

2.07 Client’s Responsibilities

- 2.08 The Client will provide the Architect with all the information which is reasonably necessary to enable the Architect to discharge his responsibilities. The Client will take reasonable care to ensure the accuracy of any information supplied.