

0/F2 CLIENT CARE LETTER

The following text can be used in writing to the client with a proposal, often called a 'client care' letter. It is important that the letter is written to be specific to the particular project and the following should be used as guidance only. Note, this wording will need to be adapted for a domestic (consumer) client. Refer to the guidance notes in the RIBA Domestic Professional Services Contract 2018.

Note, words in **blue** are for information and are to be deleted before the letter is sent. Words in **red** are optional or provide alternative options, and can either be incorporated, amended or deleted as required

Dear **[Name]**

Job number

Job name

PROPOSAL

Thank you for inviting us to provide a proposal for this project, which is set out in detail below.

Optional marketing statement about the practice.

The attached document provides a brief introduction to similar projects we have completed recently.

SCOPE OF WORK

Practice Name will be providing architecture, **lead designer, interior design, urban design and Principal Designer** services for RIBA Stages **1–6, working with a full design team.**

[Note: only include the services you are contracted to carry out.]

Include a brief description of the project.

We have set out our scope of services in more detail in Schedule 1.

Our team

Name will be **director/partner** on this project and the team will include **[add names as appropriate and explain their roles].**

OUR CLIENT

Our point of contact at **Client Company** will be **Name** and we will only take instructions from **him/her** unless otherwise notified in writing by you of other people with the authority to issue instructions. We do, however, recommend that a single person is given this authority.

FEE

Our total fee will be **£amount** plus VAT. This is broken down in more detail in Schedule 2.

CONTRACTING PARTIES

The parties to this agreement will be:

Employer: **Name of client organisation, address**
Architect/Principal Designer/interior designer/urban designer/other: **Practice Name**

SITE The site is located at **address**.

THE BRIEF The brief, on which we have based this proposal, is set out in your document(s) **[title(s)]**.

Our understanding of the brief, on which we have based this proposal, is **[set out your interpretation of the client brief in detail or refer to the briefing document issued by the client]**.

PROGRAMME **[Include any information you have on the target programme and any projected key milestones]**.

CONDITIONS OF ENGAGEMENT The conditions of our engagement will be those of the **RIBA Standard Professional Services Contract 2018** and we have enclosed a copy of this for reference. Please confirm if this is acceptable and we will prepare and send to you a completed contract for you to sign.

For our services as Principal Designer, we propose the RIBA Principal Designer Professional Services Contract 2018. We have also enclosed a copy of this for reference.

In the event that you instruct us to proceed with the services, the terms and conditions we have set out in this letter will apply, and you will be deemed to have accepted them, unless and until such time as we have mutually agreed any alternative terms and conditions.

LIABILITY AND INSURANCE COVER **Practice Name** will provide professional indemnity insurance cover for a period of **6/12** years from the date of completion of our services or the date of practical completion of construction works, whichever is the earlier. The level of cover will be **£amount** for any one claim **and in the aggregate for [add details according to the terms of your policy]**. **Our total liability will be £amount in the aggregate.** Our liability for work carried out on this project will be limited to the level of our insurance.

OTHER CONSULTANTS The other consultants on this project will be appointed directly by the client organisation and are:

[add/delete as necessary]

- Project manager [name]
- Cost consultant [name]
- Structural engineer [name]
- M&E services engineer [name]
- Planning consultant [name]
- Landscape architect [name]
- Information manager [name]
- Highways engineer/transport consultant [name]
- Access consultant [name]
- Heritage adviser [name]
- BREEAM assessor [name]
- Information manager [name]
- [Others] [name]

OR:

There are currently no other consultants appointed.
We recommend you appoint the following:
[add/delete as necessary]

[take from list above as appropriate]

We would be pleased to advise you on suitable practices.

We will advise you of the need for any additional specialist consultants if they are required at the appropriate stage.

**CDM REGULATIONS
2015 AND THE ROLE
OF PRINCIPAL
DESIGNER**

The Construction (Design and Management) Regulations 2015 apply to all design/construction projects. We have appended a copy of *CDM 2015: Industry Guidance for Clients* for information. As a client your duties include appointing a Principal Designer. If you do not appoint a Principal Designer the duty will automatically defer to you.

You have requested Principal Designer services from us and we have set out our scope of work and fee proposal in Schedules 1 and 2.

OR

We would be pleased to provide a fee proposal for undertaking this role.

Note: For domestic projects refer to the 'Domestic Client Template Letter' in the RIBA publication *CDM 2015 Appointments Guide*.

**SURVEY
INFORMATION**

If survey work is required this will be commissioned by you and will be relied upon by us. We can assist in procuring this work.

OR if survey already provided:

You have issued the following survey drawings which we will rely on:

[Drawing number and name]
[Drawing number and name]
[Drawing number and name]

ACCEPTANCE

It is a requirement of our professional bodies that we do not undertake work without written instruction and an agreed scope of work and fee. We would therefore be grateful if you could confirm your acceptance of this proposal or come back to us with any matters you wish us to consider.

I will call you to run through this note in detail but please do not hesitate to contact me in the meantime if you have any questions or comments.

In conclusion, I would just like to say that we are very much looking forward to working with you on this project.

Yours sincerely

Name
Practice Name

Encl.

RIBA Standard Professional Services Contract 2018
RIBA Principal Designer Professional Services Contract 2018
CDM 2015 Industry Guidance for Clients
CDM 2015 Industry Guidance for Principal Designers
Sector brochure

**SCHEDULE 1 – SCOPE
OF WORK**

Architectural/interior design/urban design/other services

Note the scope of work in as much detail as possible. Include any agreed construction cost parameters or targets and programme milestones, e.g. for submission of Planning Application, practical completion, etc.

If appropriate use the wording from the RIBA standard form of contract.

If a scope of work document and/or a Responsibility Matrix has been issued by the client you can refer to this.

Check it is acceptable. If not, make any changes that are needed and highlight them.

Principal Designer services

Amend this text if necessary according to the service you propose to provide.

[Practice Name] will perform the regulatory duties of Principal Designer. When the Principal Contractor is appointed we will pass the role on to them as the most suitable party to perform the duties at that stage of the project. We have enclosed a copy of *CDM 2015 Industry Guidance for Principal Designers* which sets out the scope in detail.

SCHEDULE 2 – FEE

We have based our overall fee on the current requirements of the brief, the scale and complexity of the project and the estimated duration of each work stage. We have also taken into account [insert other key explanatory details, e.g. involving a listed building, conservation area, other constraints, etc].

If the client has not provided a programme, you should set out the time frame on which the fee proposal is based in the format below.

We estimate the duration of each stage to be as follows:

RIBA Stage 1 – x weeks / months
RIBA Stage 2 – x weeks / months
RIBA Stage 3 – x weeks / months
RIBA Stage 4 – x weeks / months
RIBA Stage 5 – x weeks / months
RIBA Stage 6 – x weeks / months

ARCHITECTURAL/LEAD DESIGNER/LEAD CONSULTANT/INTERIOR DESIGN/URBAN DESIGN/OTHER SERVICES

If providing more than one set of services, consider setting them out separately.

Subconsultancy fees should generally be set out separately. Remember to add a management charge. This would normally be 10% to 15%. You should not show this as a separate figure. Instead, give a single figure that includes the management fee.

Our basic fee will be: [amend cash flow percentages as appropriate]

x% RIBA Stage 1 £x
x% RIBA Stage 2 £x
x% RIBA Stage 3 £x
x% RIBA Stage 4 £x
x% RIBA Stage 5/6 £x

RIBA Stage 7

[Any post-occupancy evaluation exercise being undertaken in Stage 7 should be the subject of a separate appointment.]

Total lump sum/percentage fee: £XXX,XXX OR X%

PRINCIPAL DESIGNER SERVICES

Our basic fee will be: [amend cash flow percentages as appropriate]

x% RIBA Stage 1 £x
x% RIBA Stage 2 £x
x% RIBA Stage 3 £x
x% RIBA Stage 4 £x
x% RIBA Stage 5 £x

Total lump sum/percentage fee: £XXX,XXX OR X%

PAYMENT

We will agree a schedule of monthly payments in advance of the commencement of each stage. Fees will be payable within 30 days from the date of each fee

account in line with the terms and conditions of the RIBA standard agreement.

ADDITIONAL SERVICES

Where we agree to perform additional services in relation to this project or services outside of Schedule 1 they will be subject to the terms and conditions set out in this letter. Unless a lump sum is agreed in advance between us, you will remunerate us for these services in accordance with the **hourly/daily** rates set out below:

[set out hourly/daily rates]

We will assess these rates annually during the contract and will notify you of any changes.

NOTES ON FEES AND EXPENSES

VAT will be applicable at the standard rate at the time of invoicing. This is currently 20%.

This fee is based on the following assumptions:

- The design team will be working continuously between various design phases. If there are pauses between the work stages there may be costs related to remobilisation.
- Information, comments and approvals required by us will be available in a timely manner to enable the design to progress effectively.
- We will be able to carry out the services in accordance with the current timetable.
- We will not be asked to carry out significant redesign of any element, save where due to our default.
- Fees will be received in accordance with the agreed fee schedule.

Where the above assumptions are not met and we incur additional cost and expense, we may raise this as a cause for additional fees. Where the fee is on a percentage basis, there will be reconciliation of the fee at the end of each work stage.

The following are specifically excluded from this fee proposal and would constitute additional services under the terms of our agreement:

- Costs associated with specialist presentation materials and physical models, such as marketing material, sales brochures, verified views, public displays for consultation or professional models for external meetings.
- Planning appeals.
- Furniture sourcing and procurement.
- **Interior design.**
- Printing and reprographics. **Practice Name** operates a 'Green Office', where we try not to print by using electronic means of circulating information wherever possible.
- Third party costs, such as obtaining utility plans, surveys etc.
- Fees for statutory submissions.

Expenses and disbursements expended on your behalf, including travel and accommodation, are outside this fee and we will look to recover them as part of the monthly invoicing.
