



Steven Cross
Director of Knowledge
Partnerships
The Royal Institute of
British Architects
66 Portland Place
London
W1B 1AD

The IHBC National Office
Jubilee House
High Street
Tisbury
Wiltshire
SP3 6HA
Consultations@ihbc.org.uk
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Dear Sir

**RIBA Professional Services Contract for Conservation
Projects**

The Institute of Historic Building Conservation is the professional body of the United Kingdom representing conservation specialists and historic environment practitioners in the public and private sectors. The Institute exists to establish the highest standards of conservation practice, to support the effective protection and enhancement of the historic environment, and to promote heritage-led regeneration and access to the historic environment for all.

We are very pleased to have the chance to comment on the consultation document. In general we welcome the certainty this new contract gives to professional services on conservation projects. The Institute's comments are as follows and in the main address issues of detail and use of the contract in practice which we hope you will find of help.

2.2 "The Client may issue reasonable instructions to the Architect/Consultant"

It should perhaps be stated at what stages this can occur. At the early briefing and design stages a client will offer instruction but it would not be appropriate for this to occur during contract administration. The use of the term reasonable may generate legal challenges as to what constitutes reasonable.

6. Copyright

6.6 sets out to indemnify the client against his any losses arising from the Architect/Consultant's breach of copyright. There will be circumstances in which this is wholly appropriate but we wonder if this may be particularly dangerous with conservation and restoration work where the whole purpose may be to match "as existing".

7. Architect/Consultant's Liability.

7.2 attempts to limit Client's any losses arising to the amount of professional indemnity insurance which is to be set out. The Courts have already set that aside at least once but it is a defence. Similarly 7.2.2 which attempts to remove the personal liability of any employee/agent of the Architect/Consultant to the Client is to be welcomed, if it is enforceable. Will all Ltd companies and LLP partnerships be treated the same and how will this work with Sole practioners?

9. Suspension/Termination

It seems a little inequitable that the Client may suspend/terminate by a 7 day notice merely "stating the reason for doing so" whereas the Architect's grounds for doing the same are limited to 5 causes? Or is it thought that the last cause is sufficient?

"9.2.5 any other reasonable grounds for suspension or termination of the Contract"

The Schedule of Services is fully inclusive and sets out clearly the "supplementary" tasks usual to the practice of "conservation architecture" where that so differs from the mainstream practice. However we would draw to your attention the RIBA "Architect's appointment: Historic Buildings: Repairs and Conservation Work(1990), which contains what seems to be a better description of "Preliminary, Basic and Other Services" on pages 2-4. Could the proposed version be redrafted to be similar, without losing all the new "tasks" required which have come into place since 1990?

Yours sincerely

Fiona Newton
IHBC Operations Director