

The Churches Conservation Trust
Framework Agreement and Conditions

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MEMORANDUM OF AGREEMENT

AGREEMENT made on theday of.....

BETWEEN:

Churches Conservation Trust (a Registered Charity No. 258612) of: -
Society Building
8 All Saints Street
London
N1 9RL

and

("the Consultant")

WHEREAS

The Churches Conservation Trust wishes to appoint the Consultant to carry out Services from time to time, selected from those described in Appendix 1 - the Schedule of Services, in connection with work at the churches described in Appendix 3 - the Schedule of Information. The number of churches may be amended by agreement between the parties;

AND more particularly in relation to the Services detailed in the Instruction(s) to Undertake Services, which may be issued from time to time.

NOW IT IS HEREBY AGREED as follows: -

The Churches Conservation Trust agrees to engage the Consultant and the Consultant agrees to perform the Services in accordance with the Churches Conservation Trust Conditions of Contract for Framework Agreements ("Framework Conditions") and other documents listed in any Instruction to Undertake Services.

The Churches Conservation Trust shall pay the Consultant for such Services in accordance with Appendix 2 - the Schedule of Fees and in accordance with the Framework Conditions.

In this Memorandum of Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Framework Conditions.

This Agreement commences on the 1st day of and runs until the 31 day of December 2023 or until it is terminated in accordance with the provisions of the Framework Conditions.

AS WITNESS THE HANDS OF THE PARTIES HERETO

Signed by or on behalf of the Churches Conservation Trust _____

In the presence of: (Witness signature if required) _____

Signed by or on behalf of the Consultant _____

In the presence of: (Witness signature if required) _____

FRAMEWORK CONDITIONS

1

Definitions

“Agreement”	means the Memorandum of Agreement, these Framework Conditions including the Schedules at Appendix 1 through to Appendix 3, and the Typical Instruction to Undertake Services at Appendix 4.
“Conservation Projects Manager”	means the Churches Conservation Trust’s representative for a particular Project. The name of such Conservation Projects Manager shall be stated in the Instruction to Undertake Services Appendix 4.
“CDM Regulations”	means the Construction (Design and Management) Regulations 2015.
“Consultant”	means the person, firm or company who has submitted an offer to undertake the Services identified in Appendix 1 - the Schedule of Services and whose offer has been accepted by the Churches Conservation Trust or been appointed by the Churches Conservation Trust.
“Data”	means drawings, specifications, photographs, surveys, bespoke software, reports, documents and the like.
“Instruction”	means the Churches Conservation Trust’s Instruction to the Consultant issued in accordance with the Instruction to undertake Services and Clause 5 of the Framework Conditions.
“Named Individual”	means the particular person of the Consultant, who is to carry out the Services and named by the Churches Conservation Trust in an Instruction, but the Consultant shall ultimately be responsible for the outcome of the Project.
“CDM Principal Designer”	means the person appointed to manage health and safety on behalf of the Churches Conservation Trust on a project. This role may also be carried out by the Consultant in agreement between the parties, and identified accordingly in the Schedules of Services and Fees.
“Project”	means the works of construction, maintenance, refurbishment or repair for which the Consultant is to provide professional Services under any Instruction to Undertake Services issued by the Churches Conservation Trust in accordance with the terms of this Agreement.
“Services”	means those services, duties and obligations to be undertaken by the Consultant from time to time under the terms of any Instruction to Undertake Services.
“Total Construction Cost”	means the cost or value of the Works arising out of a single Instruction to Undertake Services (not any cumulative cost or value). Such cost or value shall be the cost as certified.
“Works”	means construction works to be carried out by a Contractor.
“Work Stages”	means stages in to which the process of designing building and repair projects and administering building contracts may be divided and as set out in this Agreement at Appendix 1.

GOVERNING LAW, CONTRACT DOCUMENTATION, INFORMATION AND STATUS

- 2**
Governing Law
- (1) The law applicable to this Agreement shall be the law of England and Wales.
- (2) The headings to these Framework Conditions are for convenience only and do not affect the interpretation of the Agreement.
- 3**
Fair Dealing
- (1) The Churches Conservation Trust and the Consultant shall deal fairly, in good faith and in mutual co-operation with one another, and the Consultant shall deal fairly in good faith and in mutual co-operation with other consultants, contractors and the like.
- 4**
Contract Documents
- (1) In case of any discrepancy between the Framework Conditions and any Instruction to Undertake Services, including any documents issued with such Instruction, the Framework Conditions shall prevail unless stated to the contrary in an Instruction.
- (2) If either party discovers any such discrepancy it shall immediately notify the other party.

GENERAL OBLIGATIONS

- 5**
Services to be undertaken by the Consultant
- (1) The Services to be undertaken by the Consultant shall be as described in the Instruction(s) to Undertake Services and any other documents issued from time to time by the Churches Conservation Trust to the Consultant under the Framework Conditions. The Churches Conservation Trust may in its discretion vary the Services, according to the needs of the project.
- (2) During the term of this Agreement, the Churches Conservation Trust may from time to time issue Instructions to the Consultant to undertake Services under the terms of this Agreement, and unless within 4 weeks of receipt of an Instruction, the Consultant shall make reasonable objection in writing to proceeding with such Services, the Consultant shall immediately commence and shall continue to provide and complete the Services to an agreed timetable.
- (3) The Churches Conservation Trust is under no obligation to give to the Consultant any or any number of Instructions.

- (4) The Services shall be performed by the Consultant's Named Individual stated in the Instruction save that another person other than the Named Individual may perform the Services with the Agreement of the Churches Conservation Trust.
- (5) The Consultant shall, in providing any of the Services and discharging all the obligations set out hereunder, exercise reasonable skill and care in conformity with the normal standards of the Consultant's profession.
- (6) The Consultant shall act on behalf of the Churches Conservation Trust in the matters set out or necessarily implied in this Agreement.
- (7) The Churches Conservation Trust shall advise the Consultant of the relative priorities of the Churches Conservation Trust's requirements. In relation to the Services, either party shall advise the other upon becoming aware of: -
 - (a) a need to vary the Services, the Instruction, the Project timetable, any budget and/or the fees and/or any other part of this Agreement;
 - (b) any incompatibility in or between any of the Churches Conservation Trust's requirements in an Instruction, any instruction, any timetable and/or approved design,
 - (c) any issues affecting or likely to affect the progress, quality or costs (including both additional costs and costs savings) of the Project;
 - (d) any information or decisions required from the Churches Conservation Trust or others in connection with the performance of the Services;and the parties shall agree how to deal with the matter.
- (8) The Consultant shall co-operate with any other consultants or designers and the CDM Principal Designer if appointed and as appropriate pass relevant information to them.
- (9) The Consultant shall make no material alteration, addition to or omission from the Services, or from the approved design, without the knowledge and consent of the Churches Conservation Trust and shall confirm such consent in writing. In an emergency, the Consultant may make such alteration, addition or omission without the knowledge and consent of the Churches Conservation Trust, but shall inform the Churches Conservation Trust without delay and subsequently confirm such action in writing.

- (10) The Churches Conservation Trust shall, free of charge, supply the Consultant with adequate information necessary for the proper and timely performance of the Services, and the Consultant will rely on such information.
- (11) The Churches Conservation Trust shall give decisions and approvals necessary for the proper and timely performance of the Services.
- (12) The Churches Conservation Trust shall issue instructions to the Consultant, subject to the Consultant's right of reasonable objection.
- (13) Neither the Consultant nor the Churches Conservation Trust shall assign the whole or any part of the benefit or in any way transfer any obligation under the Agreement without the consent in writing of the other.
- (14) The Consultant shall not appoint any sub-consultant to perform any part of the Services without the consent of the Churches Conservation Trust.
- (15) Subject always to the provisions of Clause 5(1), the Consultant does not guarantee results of outcomes beyond his control, specifically:
 - (a) that the Services will be completed in accordance with any programme or timetable for the Project;
 - (b) that statutory consent will be granted;
 - (c) the performance, work or products of others;
 - (d) the solvency of any other body appointed by the Churches Conservation Trust whether or not such appointment was made on the advice of the Consultant.

**6
Statutory
Requirements**

- (1) The Consultant shall be responsible for the making of applications for listed building consent, scheduled monument consent, and planning permission and approval under building acts, regulations and other statutory requirements, and applications for consent by freeholders and all others having an interest in the Project. The Churches Conservation Trust shall pay any statutory charges and fees and any expenses and disbursements made in respect of such applications by the Consultant.

**7
CDM
Regulations**

- (1) The Churches Conservation Trust shall comply with its obligations under the CDM Regulations, including the appointment of a competent Principal Designer as soon as practicable, and a competent Principal Contractor responsible for executing the project on site.

**8
Other
Appointments**

- (1) The Churches Conservation Trust shall appoint and pay any consultants, designers and other persons as may be required under separate agreements.
- (2) The Churches Conservation Trust, in respect of any work or services in connection with the Project performed or to be performed by any person other than the Consultant, shall:
 - (a) hold such person responsible for the competence and performance of his services and for visits to the site in connection with work undertaken by him;
 - (b) hold the Principal Contractor where applicable, and/or other contractors, responsible for his management and operational methods, for the proper carrying out and completion of the Works, and for health and safety provisions on the Project.
 - (c) ensure that other consultants, designers or persons it appoints shall co-operate fully with that Consultant.

FEES AND PAYMENTS

**9
Fees and
Payments**

- (1) The Consultant's fees shall be calculated and charged as set out in accordance with this Clause as agreed with the Churches Conservation Trust for each Instruction to undertake Services and the Appendix 2 - the Schedule of Fees.
- (2) Where a percentage basis is to be used, the Consultant's fees shall be calculated as a percentage of the Total Construction Cost, excluding VAT, when the final valuation has been ascertained and agreed. For calculating percentage fees before the final cost has been ascertained, the following bases shall be used:
 - (a) before the contract for Works is let - the most recent estimated construction cost of the Works agreed by the Churches Conservation Trust.
 - (b) After tenders have been obtained - the lowest acceptable tender.
 - (c) after the contract for Works is let – either the certified value or the anticipated final account.
- (3) If a Contractor is not appointed for the Works, the cost of the Total Construction Cost for the purposes of calculating fees for Services after and including "Mobilisation" shall be the lower of the following: -
 - (a) the lowest bona fide contractor's tender; or
 - (b) the most recent estimated construction cost of the Works agreed by the Churches Conservation Trust.

- (4) Any time-based fees shall be agreed between the parties in advance of the Consultant commencing any of the Services. Any lump sum fees shall be agreed between the parties in advance of the Consultant commencing any of the Services.
- (5) Time charge rates and mileage rates as set out in Appendix 2 - the Schedule of Fees shall be reviewed every 12 months from the date on which the Consultant commenced performance of the Services and hourly/daily rates and travel expenses may be revised in accordance with the Retail Price Index.
- (6) The Consultant shall provide a budget estimate in respect of his fees and advise the Churches Conservation Trust when this is likely to be exceeded.
- (7) Additional fees shall be payable to the Consultant, if for reasons beyond his control, he is involved in extra work or incurs extra expense, such as where:
 - (a) the scope of the Services is varied by the Churches Conservation Trust;
 - (b) it is necessary to vary any item of work commenced or completed due to the nature of the Project or changes in interpretation, or enactment or of revisions in laws;
 - (c) services by others are not provided or are delayed;
 - (d) the Consultant is to provide additional services relating to the settlement of disputes in connection with the Project.
- (8) The Churches Conservation Trust shall pay the agreed expenses and disbursements specified in the Schedule of Fees. Expenses other than those specified shall only be charged with the prior authorisation of the Churches Conservation Trust. The Churches Conservation Trust shall reimburse the Consultant for any disbursements at cost made on the Churches Conservation Trust's behalf.
- (9) If the Consultant is entitled to reimbursement of time spent on Services performed on a time basis, and of expenses and disbursements, the Consultant shall maintain records and shall make these available to the Churches Conservation Trust on reasonable request.
- (10) Payments under the Agreement shall become due to the Consultant on issue of the Consultant's accounts. The final date for such payments by the Churches Conservation Trust shall be 14 days from the date of issue of an account. The Consultant's accounts shall be issued at intervals of not less than one month and shall include any additional fees, expenses or disbursements and state the basis of calculation of the amounts due.

- (11) Instalments of the fees shall be calculated on the basis of the Consultant's estimate of the percentage of completion of the Work Stage or other Services or such other method specified in the Instruction.
- (12) The Churches Conservation Trust shall pay any Value Added Tax chargeable on the net value of the Consultant's fees and expenses.

**10
Payment
notices**

- (1) A written notice from the Churches Conservation Trust to the Consultant:
 - (a) may be given within 5 days of the date of issue of an account specifying the amount the Churches Conservation Trust proposes to pay and the basis of calculation of that amount; and/or
 - (b) shall be given not later than 5 days before the final date for payment of any amount due to the Consultant if the Churches Conservation Trust intends to withhold payment of any part of this amount stating the amount proposed to be withheld and the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it.
- (2) If no such notices are given the amount due shall be the amount stated as due in the account. The Churches Conservation Trust shall not delay payment of any undisputed part of an account.

**11
Payment on
Suspension or
Termination**

- (1) If the Churches Conservation Trust or the Consultant suspends or terminates performance of the Services, the Consultant shall be entitled to payment of any part of the fee or other amounts due at the date of suspension or termination on issue of the Consultant's account in accordance with Clause 9(10).
- (2) Where the performance of the Services is terminated by the Churches Conservation Trust because the Consultant is in breach, the Consultant shall only be entitled to fair and reasonable fees for partial Services satisfactorily performed but not to any loss of future earnings, damages or expenses. In the event of such breach, the Churches Conservation Trust shall be entitled to recover from the Consultant any losses or additional costs and expenses attributable to the termination and/or the engagement of another consultant to complete those Services which would otherwise have been performed by the Consultant.

- (3) Where the performance of the Services is suspended or terminated by the Churches Conservation Trust or suspended or terminated by the Consultant because of a breach of the Agreement by the Churches Conservation Trust, the Consultant shall be entitled to payment of all expenses and other costs save loss of future earnings necessarily incurred as a result of such suspension or termination, on issue of the Consultant's account in accordance with Clause 9(8).

PROFESSIONAL INDEMNITY INSURANCE AND EMPLOYERS AND PUBLIC LIABILITY INSURANCE

12 Professional Indemnity Insurance

- (1) The Consultant shall maintain Professional Indemnity Insurance cover in the minimum amount stated in the Schedule of Information for any one occurrence or series of occurrences arising out of one event until at least the expiry of the period stated in Appendix 3 - the Schedule of Information from the date of the last Services performed under this Agreement or if earlier, completion of the Project provided such insurance is available at commercially reasonable rates and generally available in the insurance market to the Consultant.
- (2) The Consultant when requested by the Churches Conservation Trust shall produce for inspection documentary evidence that the Professional Indemnity Insurance required under this Agreement is being maintained.
- (3) The Consultant shall notify the Churches Conservation Trust if such insurance ceases to be available at commercially available rates in order that the parties can discuss the best means of protecting their respective positions in respect of the Project in the absence of such insurance.

13 Employers and Public Liability Insurance

- (1) Without prejudice to the Consultant's liabilities under this Agreement, the Consultant shall take out and maintain throughout the period of this Agreement, Employers and Public Liability Insurance against the risk of claims, proceedings, compensation and costs payable for personal injury or death or loss or damage to property resulting from the Consultant providing Services under this Agreement.

INTELLECTUAL PROPERTY, CONSULTANT'S RECORDS, CONFIDENTIALITY, AND RIGHTS OF THIRD PARTIES

14 Intellectual Property

- (1) All patents, copyright, design rights and other intellectual property and proprietary rights ("IP Rights") in all Data prepared or supplied by the Churches Conservation Trust to the Consultant shall remain the property of the Churches Conservation Trust.

- (2) The Churches Conservation Trust shall have a licence to copy and use and allow other consultants and contractors providing services to the Project to use and copy drawings, documents and bespoke software produced by the Consultant in performing the Services hereinafter called 'the Material', but only for purposes related to the Project on the site or part of the site to which the design relates.

Provided that:

- .1 the Consultant shall not be liable if the Material is used for any purpose other than that for which it was prepared;
- .2 in the event of any permitted use occurring after the date of the last Service performed under the Agreement and prior to practical completion of the construction of the Project, the Churches Conservation Trust shall:
- (a) where the Consultant has not completed Developed Design: Work Stage 3 (Detailed Proposals: Work Stage D under the previous RIBA work stages), obtain the Consultant's consent, which consent shall not be unreasonably withheld; and/or
 - (b) pay to the Consultant a reasonable licence fee where no licence fee is specified in Appendix 2;
- .3 in the event of the Churches Conservation Trust being in default of payment of any fees or other amounts due, the Consultant may suspend further use of the licence on giving 7-days' notice of the intention of doing so. Use of the licence may be resumed on receipt of outstanding amounts.

**15
Consultant's
Records**

- (1) The Consultant and any sub-consultant appointed by the Consultant shall retain full and proper records of all documents relating to this Agreement for a period of 6 years following the expiry of this Agreement and the Churches Conservation Trust shall at any time have the right to audit any accounts and to examine the documents upon reasonable notice so retained by the Consultant.
- (2) At any time, when requested, the Consultant and any sub-consultant appointed by the Consultant shall hand over to the Churches Conservation Trust copies of all drawings, specifications, photographs, surveys, bespoke software or reports and documents prepared by the Consultant or sub-consultant relevant to the Services provided under this Agreement.

**16
Confidentiality**

- (1) Any information concerning the Project obtained either by the Consultant or by any person employed by the Consultant in connection with the Project is confidential and shall not be used or disclosed by the Consultant or by any such person, except for the purposes of the Project without the agreement of the Churches Conservation Trust. Similarly such obligations concerning confidentiality shall apply *mutatis mutandis* to the Churches Conservation Trust.

- 17**
Rights of Third Parties
- (1) For the avoidance of doubt nothing in this Agreement shall confer or purport to confer on any third party any benefit or right to enforce any term of this Agreement.

TERMINATION AND SUSPENSION

- 18**
Termination or Suspension
- (1) The Churches Conservation Trust may terminate the employment of the Consultant under the Agreement at any time and for any reason, or as a consequence of any breach by the Consultant. The Consultant may terminate the performance of any or all of the Services by giving three months' notice to the Churches Conservation Trust.
- (2) Either the Churches Conservation Trust or the Consultant may by giving reasonable notice to the other suspend performance of the whole or part of the Services. If the performance of any or all of the Services suspended is not resumed within 3 months, the Consultant may by notice in writing to the Churches Conservation Trust terminate this Agreement.
- (3) The Consultant may suspend performance of the Services and its obligations under the Agreement on giving at least 7 days' notice to the Churches Conservation Trust of his intentions and the grounds for doing so in the event that the Churches Conservation Trust:
- (a) is in default of payment of any fees or other amounts due; or
 - (b) fails to comply with the requirements of the CDM Regulations.
- (4) Provided the suspension of Services has not exceeded three months, the Consultant shall resume performance of his obligations on receipt of the outstanding amounts. If the suspension of services exceeds three months the parties to this Agreement shall meet to discuss and agree a suitable course of action.

DISPUTE RESOLUTION

- 19**
Negotiation or Conciliation
- (1) In the event of any dispute or difference arising out of the Agreement, the Churches Conservation Trust and the Consultant may attempt to settle such difference or dispute by negotiations or in accordance with the RIBA or RICS Conciliation Procedure as regards architects or surveyors respectively.

**20
Adjudication**

- (1) Any dispute or difference arising out of this Agreement may be referred to adjudication by the Churches Conservation Trust or the Consultant at any time. The adjudication procedures and the Agreement for the appointment of an adjudicator shall be as set out in the 'Model Adjudication Procedures' published by the *Construction Industry Council* current at the date of the reference.
- (2) Where no adjudicator is named in the Agreement and the parties are unable to agree on a person to act as adjudicator, the adjudicator shall be a person to be nominated at the request of either party by either of the RIBA or the RICS as specified in Appendix 4 – the Instruction to Undertake Services.
- (3) Unless the adjudicator has already been appointed he shall be appointed and the dispute referred to him within seven days of the notice of intention to refer a dispute to adjudication.
- (4) The adjudicator shall reach a decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred.
- (5) The adjudicator may extend the period of 28 days by up to 14 days, with the consent of the party by whom the dispute was referred.
- (6) The adjudicator shall act impartially.
- (7) The adjudicator may take the initiative in ascertaining the facts and the law.
- (8) The decision of the adjudicator shall be binding until the dispute is finally determined by legal proceedings or by agreement.
- (9) The adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith and any employee or agent of the adjudicator is similarly not liable.

**21
Litigation**

- (1) If any dispute or difference as to any matter or thing whatsoever nature arises under this Agreement or in connection therewith shall arise between the parties either during the progress or after the completion or abandonment of the project or after the determination of the employment of the Consultant, it shall be determined by legal proceedings.

EMPLOYMENT

- 22
Employment** (1) The Consultant enters into this Agreement as an independent contractor.
- (2) The Consultant shall be responsible for and shall pay all social charges, personal income taxes and other charges to governmental authorities due as a result of the Services provided hereunder and the Consultant shall indemnify and hold the Churches Conservation Trust harmless from and against all liability resulting from such charges and taxes.

ENTIRE AGREEMENT

- 23
Entire
Agreement** (1) This Agreement is the entire agreement between the Churches Conservation Trust and the Consultant and completely supersedes all or any previous agreements, understandings, representations or the like.
- (2) This Agreement shall be amended only in writing executed by both the Churches Conservation Trust and the Consultant.

**APPENDIX 1 SCHEDULE OF SERVICES I
REPAIR AND CONSERVATION PROJECTS**

WORK STAGES RIBA Plan of Work 2013
*incorporating tasks common to each stage, namely: Core objectives,
Procurement, Programme, [Town] Planning, Key Support, Sustainability, In-
formation &*
UK Government Information

	Consultant's Services
	All Commissions
0.	Strategic Definition
0.1	Receive Churches Conservation Trust instructions. Advise the Trust on implications of undertaking the proposals on the historic significance of the building if requested.
0.2	Advise Churches Conservation Trust on the need to obtain statutory approvals, and review the scope of its duties as client under the CDM regulations.
0.3	Advise Churches Conservation Trust on the need to obtain specialist advice, including archaeological input.
0.4	Receive pre-construction information about the site (CDM Reg 4- [4]) and the Project (events etc.) from Churches Conservation Trust. Agree project programme and the steps necessary to achieve it.
0.5	Co-operate with and pass information to the Principal Designer, where this is a separate appointment, and with other consultants as appropriate.
1.	Preparation and Brief
1.1	Visit the site and carry out initial appraisal - with or without Churches Conservation Trust.
1.2	Consult statutory authorities and any appointed consultants on project brief
1.3	Report to the Churches Conservation Trust on issues arising from the brief.
2.	Concept Design
2.1	Review with the Churches Conservation Trust issues raised by specialist advisers and statutory authorities, and refine brief as required.
2.2	Adjust programme, technical requirements and cost priorities in accordance with requirements of the Churches Conservation Trust.

3.	Developed Design
3.1	Develop detailed proposals.
3.2	Co-ordinate other Project consultant information as necessary.
3.3	Obtain Churches Conservation Trust approval to detailed proposals (specification, schedule of work, drawings etc.) and revise cost estimate if requested.
3.4	Advise on consequences of any subsequent changes on cost and programme.
4.	Technical Design
4.1	Prepare and collate tender information to enable a tender or tenders to be obtained.
4.2	Agree the appropriate form of building contract with the Churches Conservation Trust.
4.3	Pass information to Principal Designer for pre-tender Health & Safety Plan.
4.4	Agree list of tenderers with Churches Conservation Trust.
4.5	Obtain tender prices from agreed list of tenderers, and copy all tender information to Churches Conservation Trust.
4.6	Obtain statutory consents e.g. listed building consent, scheduled monument consent, as necessary (alternatively may be obtained at Developed Design stage if agreed with the Churches Conservation Trust).
4.7	Deal with any subsequent tender actions, e.g. extensions of tender period.
4.8	Provide appraisal and tender report on tender submissions.
4.9	If instructed, revise production information to meet adjustments in Churches Conservation Trust budget.

5.	Construction
5.1	Appoint contractor on behalf of Churches Conservation Trust, and agree contract timetable with contractor and Churches Conservation Trust.
5.2	Provide contract information as required.
5.3	Prepare contract documents and, if appropriate, arrange signature by both parties.
5.4	Arrange pre-contract meeting as appropriate, and liaise with Principal Designer in the passing of responsibility for health & safety file to Principal Contractor.
5.5	Administer the terms of the building contract to practical completion, liaising with other consultants as necessary.
5.6	Make visits to the works in connection with the contract, monitor quality of the work, provide minutes of meetings, and advise Churches Conservation Trust of progress, including cost and programme implications.
5.7	If applicable, review proposals following opening up, advise Churches Conservation Trust on implications and revise instructions accordingly.
5.8	Convene meetings, including with Churches Conservation Trust, as necessary.
5.9	Prepare valuations, in consultation with other consultants if relevant, and relate expenditure to budget.
6.	Handover and Close Out
6.1	Document the handover of work relating to contract details and specification, and issue practical completion certificate.
6.2	Liaise with Principal Contractor and Principal Designer over provision of essential information for the health and safety file, including as-built drawings and sourcing of material or components for future maintenance.
6.3	Agree draft final account within three months of practical completion, or provide information to other consultant.
6.4	Identify defects at conclusion of liability period, and notify contractor.
6.5	Make final inspections and settle final account. Conclude the building contract by issue of making good defects and final certificates.

Churches Conservation Trust

7.	In Use
7.1	Where instructed or by prior agreement in the Schedule of Services, review the effect of repair strategies with the Churches Conservation Trust and appointed specialists.
7.2	Where instructed or by prior agreement in the Schedule of Services, participate in post-occupancy evaluation and monitoring of new repair strategies used for the project.

**APPENDIX 1 SCHEDULE OF SERVICES II
ADAPTION AND ALTERATION WORK**

WORK STAGES RIBA Plan of Work 2013
incorporating tasks common to each stage, namely: Core objectives, Procurement, [Town] Planning, Key Support, Sustainability, Information & UK Government Information

Consultant's Services	
All commissions	
0	Strategic Definition
0.1	Receive Churches Conservation Trust's instructions and outline project brief.
0.2	Advise the Churches Conservation Trust on the implications of undertaking the proposals on the historic significance of the building, if so requested.
0.3	Advise the Churches Conservation Trust on the need to obtain statutory approvals and of the duties of the Churches Conservation Trust under the CDM Regulations. Advise the Churches Conservation Trust on the need to obtain specialist advice, including any archeological input.
0.4	Receive pre-construction information about the site from the Churches Conservation Trust (CDM Reg 4.- [4]).
0.5	Where this is a separate appointment, co-operate with and pass information to the Principal Designer.
0.6	Visit the site and carry out an initial appraisal.
1	Preparation and Brief
1.1	Carry out studies to determine the feasibility of the Churches Conservation Trust's requirements, and to inform the preparation of strategic brief thereafter.
1.1.1	Review with Churches Conservation Trust the design and construction approaches, and the cost implications, if the Consultant is to provide cost advice, <i>or</i>
1.1.2	Provide information for report on cost implications, if a Quantity Surveyor is to be appointed.
1.2	Consult statutory authorities on project brief and advise on next steps.
1.3	Receive strategic brief prepared by or for the Churches Conservation Trust.

2	Concept Design
2.1	Commence development of strategic brief into Project brief.
2.2	Prepare outline proposals.
2.3.1	Prepare an approximation of construction cost, if the Consultant is to provide cost advice, <i>or</i>
2.3.2	Provide information for cost planning, if a Quantity Surveyor is to be appointed.
2.4	Obtain Churches Conservation Trust approval to outline proposals and approximate construction cost.
2.4	Co-operate with Principal Designer where applicable.
3	Developed Design
3.1	Complete development of Project brief: review whether Building Information Modelling [BIM] during Stage 4 is a requirement for statutory bodies or government funding
3.2	Develop the detailed proposals from feasibility study and strategic brief.
3.3.1	Prepare a cost estimate, if the Consultant is to provide cost advice, <i>or</i>
3.3.2	Provide information for preparation of cost estimate, if a quantity surveyor is to be appointed.
3.4	Review and update Sustainability, Operational & Maintenance strategies: adjust design as appropriate in light of risk assessments and feedback from Principal Designer.
3.5	Obtain Churches Conservation Trust approval to the detailed proposals, showing spatial arrangements, materials and appearance, and a cost estimate.
3.6	Prepare and submit application for statutory consents (e.g. listed building consents, planning permission, building regulations).

4	Technical Design
4.1	Prepare production information for tender purposes.
4.2.1	Prepare schedule of rates and/or quantities and/or schedules of works for tendering purposes and revise cost estimate, if the Consultant is to provide cost advice, <i>or</i>
4.2.2	Provide information for preparation of tender pricing documents and revision of cost estimates, if a Quantity Surveyor is to be appointed.
4.3.1	Prepare and make submissions under building acts and/or regulations or other statutory requirement, <i>or</i>
4.3.2	Prepare and give building notice under building acts and/or regulations.
4.4	Agree the appropriate form of building contract with the Churches Conservation Trust.
4.5	Review and update the technical aspects of Sustainability, Operational & Maintenance strategies over the course of this stage. Review detail risk assessments and the health and safety file with the Principal Designer.
4.6	Prepare and collate tender documents in sufficient detail to enable a tender or tenders to be obtained.
4.7	Where applicable pass final information to Principal Designer for pre-tender Health and Safety Plan.
4.8.1	Prepare pre-tender cost estimate, if the Consultant is to provide cost advice, <i>or</i>
4.8.2	Provide information for preparation of pre-tender cost estimate, if a Quantity Surveyor is to be appointed.
4.9	Agree list of tenderers with Churches Conservation Trust, and liaise with other consultants as appropriate to invite tenders. Where applicable, conform with requirements of The Public Contracts Regulation.
4.10	Contribute to appraisal and report on tenders/negotiations.
4.11	If instructed, revise production information to meet adjustments in the tender sum or Project budget.

5	Construction
5.1	Provide production information as required for the building contract and for construction.
5.2	Provide contract information as required.
5.3	Prepare contract documents and, if appropriate, arrange signature by both parties.
5.4	Arrange pre-contract meeting as appropriate, and liaise with Principal Designer in the passing of responsibility for health & safety file to Principal Contractor.
5.5	Make visits to the Works in connection with the Consultant's design.
5.6	Provide further information reasonably required for construction.
5.7	Review design information from contractors or specialists.
5.8	Review and update Sustainability, Operational & Maintenance strategies in light of any adjustments to technical design instructed during the works, and liaise with Principal Contractor and Principal Designer over compilation of the health and safety file.
5.9	Provide drawings showing the as-built construction and main lines of drainage and other information for the Health and Safety File. <i>[Before commencing such work, the Consultant shall obtain the express permission of the Churches Conservation Trust to so act.] BC suggests this should be mandatory anyway</i>
5.10	Give general advice on operation and maintenance of the building.
6	Handover and Close Out
6.1	Document the handover of work relating to contract details and specification, and issue practical completion certificate.
6.2	Liaise with Principal Contractor and Principal Designer over provision of essential information for the health and safety file, including as-built drawings and sourcing of material or components for future maintenance.
6.3	Agree draft final account within three months of practical completion, or provide information to other consultant.
6.4	Identify defects at conclusion of liability period, and notify contractor.
6.5	Make final inspections and settle final account. Conclude the building contract by issue of making good defects and final certificates.

7	In Use
7.1	Where instructed or by prior agreement in the Schedule of Services, review the effect of new work on the building with the Churches Conservation Trust and appointed specialists.
7.2	Where instructed or by prior agreement in the Schedule of Services, participate in post-occupancy evaluation and monitoring of the whole building under the Sustainability, Operational and Maintenance strategies established for the project in earlier stages.
	OTHER PROJECTS
	The Consultant may be asked to undertake one or more of (but not limited to) the following, for which the percentage fee will not be applicable and the parties will agree a special fee.
1	Options appraisals.
2	Detailed inspection and report.
3	Historical research and archeological records.
4	Specialist reports.
5	As-built drawings.
6	Maintenance advice.
7	Environmental studies.
8	Feasibility studies.
9	Design of fixtures and fittings.
10	Obtain reports from others. (e.g. electrical tests, lightning conductor tests)

APPENDIX 2

SCHEDULE OF FEES

CONSULTANT'S FEES

1 Where work is of a straightforward nature and/or one particular element predominates

Contract Value £	Total %	RIBA Stages 0-1	RIBA Stages 2-4	RIBA Stages 5-6
10,001-50,000				
50,001-75,000				
75,001-100,000				
100,001-150,000				
150,001 +				

****Where work is primarily conservation based on a specialist's report, the above fees be reduced by 3% - to be agreed with Consultant**

2 Where work is specialist conservation, requiring an exceptional amount of detailed specification and inspection (such projects to be determined by the Churches Conservation Trust)

Contract Value £	Total %	RIBA Stages 0-1	RIBA Stages 2-4	RIBA Stage 5-6
10,001-50,000				
50,001-75,000				
75,001-100,000				
100,001-150,000				
150,001 +				

3 For work under £10,000 and/or where a time charge is agreed.

Hourly rate £	
Daily rate £	

4 Expenses

Mileage (pence per mile)	
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All other expenses will be charged at cost

APPENDIX 3 SCHEDULE OF INFORMATION

From the Memorandum of Agreement: -

- (1) Churches where the Consultant will be required to provide Services: -

From the Framework Conditions: -

- (2) Clause 12 (1): Minimum amount of Professional Liability Insurance shall be £1/2 million. However, on larger projects (above £250,000.00) the Churches Conservation Trust will require an increased amount of Professional Liability Insurance, such amount will be negotiated and agreed between the Churches Conservation Trust and the Consultant.
- (3) Clause 12 (1): The period of Professional Liability Insurance to be maintained shall be: 6 years.

APPENDIX 4 - TYPICAL INSTRUCTION TO UNDERTAKE SERVICES

Project Particulars

1. Churches Conservation Trust's Conservation Manager

The Conservation Projects Manager for all matters relating to this Instruction shall be:

Name, contact address:

Direct Line:

E-mail:

2. Name and brief description of Project

Church:

Brief Description

3. Services to be provided by the Consultant.

Repair and Conservation

Adaptation and Alteration

Other:

4. Project Ref. No.

Churches Conservation Reference No. (this refers to our budget allocation):

5. Budget allocation/anticipated cost limit for the Project

(This is the budget figure, exclusive of VAT, allowed for at budgeting stage, but may have been subject to cuts and is based partly, but not wholly, on the latest Inspection Report. In some circumstances the Churches Conservation Trust may add or omit items, which will affect the budget, and you will be notified)

6. Target dates

Draft specification sent to the Churches Conservation Trust:

Revision of specification and preparation of tender documentation; tender prices sought:

Tender prices and tender report submitted to the Churches Conservation Trust:

Proposed date for commencement of the Project:

Proposed date for completion of the Project:

****Please respond by return if these dates cannot be achieved and agree with the Conservation Projects Manager revised target dates.**

7. Details of any phasing

8. Adjudicator Nominating Body

The adjudicator nominating body shall be the RIBA/RICS
(delete one of the nominating bodies as appropriate)

9. Events planned

This includes planned events in connection with the church, e.g. concerts, services Heritage Open Days and any other relevant information that the Churches Conservation Trust considers helpful for you to know in advance.

10. Other information

Information that the Churches Conservation Trust considers to be useful to you in dealing with this Project.

11. Consultant's Named Individual

The Named Individual who is to carry out the Services on behalf of the Consultant, as agreed with the Churches Conservation Trust shall be:

12. Basis of Consultant's Fees for Services under this Instruction

See Clause 9 of the Framework Conditions

Agreed fee basis:

13. Documents and other information provided by the Churches Conservation Trust (to accompany this Instruction)

14. The Instruction

In accordance with the Churches Conservation Trust's Conditions of Contract for Framework Agreements, the commencement date of which was the _____200____ I now instruct you to undertake the Services identified above.

Should you require any further information or have any queries regarding this Instruction please contact the above named Conservation Projects Manager

Please acknowledge receipt of this Instruction and your agreement to its requirements by completing and returning the attached copy.

Signed_____

Date_____

15. Acknowledgement of Instruction

(To be signed by Consultant or Named Individual)

We acknowledge receipt of your instruction and agree to proceed with the Services identified.

Signed_____

Date_____