

# CONTRACT FOR THE PROVISION OF THE ARCHITECT'S SERVICES

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**THIS AGREEMENT IS MADE BETWEEN:**

**THE ARCHITECT/S / ARCHITECTURE PRACTICE**

Mr / Ms / Messr/s

Membership  
no

Tax number

of the Col·legi d'Arquitectes de Catalunya, situated at:

C/

No.

Postcode ..... Town/City .....

acting on his/her/its own behalf,  
henceforward **THE ARCHITECT**.

And **THE CLIENT/S**

Mr / Ms / Messr/s

Tax number

Situated at:

C/

No.

Postcode ..... Town/City .....

Acting in his/her/their own behalf.  
Henceforward **THE CLIENT**.

The parties recognise each other's legal capacity to sign this document,

**WHEREAS:**

**THE CLIENT** commissions the **ARCHITECT**, who in turn agrees to carry out the following project, in accordance with the project brief signed by the client.

**Details:**

C/

No.

Estate

Plot number

Postcode ..... Town/City .....

Approximate budget

Approximate surface area

In accordance with the following points:

**THE CLIENT/S**

**THE ARCHITECTS**

**One.-** In project work, any difference between the quote for the material work stated in the written project and the actual cost of the material work carried out accordingly will not be binding on the ARCHITECT, since the above-mentioned cost will depend on agreements with third parties.

**Two:** Work will be carried out in the following phases:

**Three.-** For the duly stamped delivery of the first phase of project work, the ARCHITECT has a period of ... days as of the moment THE CLIENT delivers the documents required to carry out work, which will comprise, at least, the following:

- Topographic map of the site.
- The *cédula urbanística* (planning notes) of the plot or, if not available, a report of the planning conditions of the site issued by the authorized municipal service.
- Geotechnical study of the plot.
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THE CLIENT shall also provide such information or proof that the ARCHITECT justifiably considers necessary for the safety and quality of construction. All expenses incurred by the provision of these items will be met by the client, independently of the ARCHITECT's fees, covered in the following point.

**Four.-** The ARCHITECT's fees for the work agreed to in this contract are fixed as follows, and will be subject to the application of Value Added Tax:

The agreed fees include all the phases of work described in point two, according to the definition established in section 1.4 of Royal Decree 2512/1977 of 17 June, documented in section 1.5 of the said Royal Decree. Any work, documentation or action not covered by this regulation or by this contract must be expressly commissioned by the client, and will incur the complementary fees agreed as applicable. THE ARCHITECT will deliver to the CLIENT up to five copies of the work documentation, the cost of which is included in the set fees, but the cost incurred by any additional copies, models or any other written or graphic documentation the client may request will be met by the latter.

**Five.-** THE CLIENT will pay the agreed fees according to the following timescale:

**0** % by way of provision of funds against the total fees, to be paid when this contract is signed.

**40** % with the detail design.

**30** % with the production project.

**30** % with the site management.

Payment will be made in cash or by authorized bank cheque made out to the architect, in no more than 30 days as of the date established in each case. If payment is not made during this period, the ARCHITECT shall be entitled to charge interest on the outstanding amount as stipulated in article 99.4 of Royal Decree 2/2000 of 16 June.

**Six:** Upon completion of each of the tasks of the project phase, THE ARCHITECT will present them to the CLIENT for his/her approval or observations, which must be made in writing. The absence of written observations on the part of the client within a period of ... days will imply his/her approval and agreement to the stamping of the project and continuation to the next phase.

**Seven:** The application for licences and permits required to carry out the work will be paid for by the client, who undertakes to notify the ARCHITECT of all the requirements and resolutions regarding the said application, and not to start work without the prior knowledge and express consent of the ARCHITECT.

The ARCHITECT's responsibility as project supervisor will not begin until THE CLIENT has communicated to him/her in writing, with at least ... days' notice, the date planned for the start of work and the granting of the permit, a copy of which he/she will present to the ARCHITECT.

**Eight:** Any modifications made in the course of work, as well as the fees incurred thereby, must be expressly accepted by the parties in question.

Such modifications as are required by the Municipal Administration in order to grant the building permit will be paid for by the ARCHITECT.

**Nine:** In the event of the client suspending performance of this contract, for reasons not attributable to the ARCHITECT, the client must pay for work carried out and the expenses incurred up until this point, and indemnify him/her with a sum equivalent to ... % of the fees corresponding to the part of the work pending completion.

**Ten:** THE ARCHITECT will have the right to suspend performance of this contract and receive payment of the amounts and indemnifications referred to in point nine in the event of the following cases:

- Non-delivery, within an appropriate period, of the documentation or information to be provided by THE CLIENT.
- A delay of more than ... days in payment by the client of any of the fees or the applicable VAT, as of the moment payment falls due.
- If building work is not started or, once started, is paralysed for causes not attributable to the ARCHITECT, for a period of more than ... months.
- If, in the course of work, the CLIENT introduces alterations involving modifications to the decisions made about the project, or if the ARCHITECT informs the CLIENT of the contractor's disobedience of his/her written orders and no measures are taken to immediately correct this conduct.

**Eleven:** Except in the event of the ARCHITECT's written authorization, the project drafted by him/her, or parts thereof, may only be used for the work and location referred to in this contract, being the only inherent intellectual property rights of the ARCHITECT to be granted by this contract.

THE ARCHITECT may engrave or emboss his/her name in a special place in the construction.

**Twelve:** The fees for the work covered by this contract will be paid in accordance with the Statutes of the Col·legi d'Arquitectes de Catalunya.

**Thirteen:** THE ARCHITECT may delegate the collection of fees arising from this contract to the Col·legi d'Arquitectes de Catalunya.

**Fourteen:** For the settlement of any differences that may arise in the interpretation or implementation of this contract, the undersigned waive the right of appeal to their corresponding legal authority and agree to submit to the arbitrage of the courts responsible for the territory corresponding to the COAC branch in which the site is located. The parties henceforward submit to its decisions, accepting and undertaking to abide by and comply with its resolution..

And, to this effect, the parties sign this contract in triplicate.

THE CLIENT/S

THE ARCHITECT/S