

General Terms and Conditions Consumer-Architect

Consumer Regulation 2013
Legal relationship consumer–architect
CR 2013

Execution of the assignment

- 1
The architect shall carry out the assignment to the best of his ability and takes into account the applicable laws and legislation. He shall support the client as an advisor.
- 2
The client shall provide the architect with all the information he needs in order to be able to carry out the assignment. The architect can assume that this information is accurate and complete, unless it is clear that further research is required.
- 3
The client shall not engage any third parties without consulting with the architect first when this can have an influence on the execution of the assignment by the architect.
- 4
If, to ensure proper execution of the assignment it is necessary to engage one or more advisors, the parties shall consult on who this should be and what the work activities of the advisor(s) shall be. The client shall then give the assignment to that/those advisor(s), unless concluded otherwise by the parties.
- 5
If time frames have been concluded concerning the work of the architect, the architect guarantees that the work shall be executed within that time frame (while observing Article 6).

Article 2

Advisory fees

- 1
The parties establish how the advisory fees (honorarium, supervisory fees and additional costs) have been arranged in the agreement:
 - a
based on the time spent by the architect at an hourly rate that has been agreed to in advance;
 - b
with a fixed amount, whether or not related to the construction costs;
 - c
with another criterion concluded between the parties.
- 2
The client pays the architect, in addition to the advisory fees, a compensation for additional work as a result of:
 - a
changed laws and legislation after commencement of assignment;

- b
changes desired by the client.
The architect shall inform the client in advance about these changes and the related costs.

- 3
The advisory fees are exclusive of the costs that the architect incurs in fulfilling the assignment, including copying, travel and accommodation expenses. The client shall reimburse these expenses separately, unless concluded otherwise by the parties.

Article 3

Payment

- 1
The architect shall declare the advisory fees in time frames that correlate to his work activities. He shall declare the expenses in the interim with at least one month in between. For both the fees and the expenses, the parties may conclude otherwise.
- 2
Payment of a declaration shall occur within a period of one month after receipt of the declaration.
- 3
If the client does not pay in a timely fashion, he will be in default without any notification of default being required. The architect may, as soon as the expiry date has been reached, demand payment of the statutory interest on the unpaid amount.
- 4
If the client does not pay the architect in a timely fashion, the architect may suspend the execution of the assignment. It is mandatory, however, that the architect first summons the client in writing to still make payment within seven days and that payment was not fulfilled.
- 5
If the architect does proceed with the claim, the costs involved will be for the account of the client. The client who does not pay in timely fashion, may not use the provided designs, drawings and such.

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Article 4

Design use

- 1
The client has the right to implement the design as long as he meets his payment obligations.
- 2
The client may not deviate from the design or introduce changes to it, unless he does so in consultation with the architect.
- 3
The client may not repeat the implemented design wholly or partially without asking the permission of the architect in advance. The architect may attach conditions to his permission, such as the payment of a reasonable compensation. The architect shall not refuse to give permission on unreasonable grounds.

Article 5

Early termination

- 1
The client may terminate the assignment at any time. The architect may only terminate the assignment for grievous reasons. The termination must be in writing and state the reasons and the time of termination.
- 2
Upon termination, settlement shall occur according to the state of the work at the moment of termination. The client shall compensate the architect for expenses/fees/costs incurred up until termination.
- 3
Upon termination, the client may only realise the created design at that time after having obtained the permission of the architect. The architect shall not refuse to give his permission when this is in conflict with the reasonable interests of the client.

Article 6

Delays

- 1
If the execution of the assignment is delayed or interrupted due to circumstances beyond the control of the architect, the client is bound to reimburse the costs of the architect that arise from this. The architect shall limit the costs / damage as much as possible.
- 2
If the in paragraph 1 stated delay or interruption lasts longer than three months, then the architect shall let the client know when he can resume work as soon as possible. In this, the architect, shall take into account the reasonable interests of the client.

Article 7

Liability

- 1
The architect is only liable towards the client for the direct damage that is incurred as a result of an imputable shortcoming of the architect in fulfilling his obligations.
- 2
An imputable shortcoming is defined as: a shortcoming that a competent and carefully acting architect can and should avoid. This while observing normal diligence and the required professional knowledge and means.
- 3
If the client feels the architect is failing, he will hold him liable and inform him of this in writing and give him the opportunity to repair the shortcoming at his own expense.
- 4
For each assignment, the architect shall pay a maximum damage amount of EUR 75,000. If the advisory fees are higher than EUR 75,000, the damage claim is equal to those advisory fees, with a maximum of EUR 1,000,000.
- 5
The liability of the architect expires after five years, starting from the day that the final declaration is sent or the day that the assignment ends due to termination.

Article 8

Disputes

- 1
Disputes between the client and the architect should be resolved in mutual consultation as much as possible.
- 2
All disputes that arise as result of this assignment shall be brought before the competent civil court. This also applies to disputes that only one of the parties considers to be a dispute.
- 3
Dutch law applies to this agreement.

Article 9

Deposit

The legal relationship consumer – architect 2013 CR, referred to in short as “2013 CR”, has been deposited for registration with the Court of Amsterdam. Deposit registration is ongoing.