



ARCHITECT'S APPOINTMENT - DOMESTIC PROJECT AGREEMENT
FULL SERVICE

Reference N°

1 CONTRACTING PARTIES

Client

Mr contracting in person.
and Mrs/Ms

or

Mr contracting in person.
and/or

Mrs/Ms contracting in person.

Registered Co Registration N°
Company

Represented by Mr/Mrs/Ms

Acting as

(Chairman/Managing Director)

Address

Telephone Mobile

E-mail Facsimile

Architect

Mr contracting in person.
or Mrs/Ms

Registered Co Registration N°
Company

Represented by Mr/Mrs/Ms

Acting as

(Chairman/Managing Director)

Registered by
the Conseil Regional de l'Ordre des Architectes

Registration N°

Address

Telephone Mobile

E-mail Facsimile

2 OBJECT

The object of the Agreement is to determine the relations between the Architect and the Client for the design and construction of a residence:

- owner-occupied
- for other purposes (rent, sale, etc.)

Site Address: _____

Ordinance Survey Ref: _____

Site Area: _____

m²

Estimated Living Area: _____

m²

3 CONTRACTUAL DOCUMENTS

The Agreement comprises the following documents:

- the Memorandum and Conditions of Agreement
- the Client's initial statement of requirements
- the Outline Proposals undertaken by the Architect, if any.

These documents are complementary and inseparable.

This Agreement is pursuant to is not pursuant to an Outline Proposals Appointment Agreement

4 CLIENT'S CONSTRUCTION BUDGET

On day of signing the Agreement, the Client has a Construction Budget of: _____ € inc. VAT (including external works - roads and services).

The Client is informed that the Architect's fee will be added to this sum and that all other disbursements, in the schedule appended to the Design Brief, will be at the Client's expense.

Clause 14 of the Agreement stipulates whether the Client has, or has not, recourse to one or several bank loans in order to finance the project.

5 RIGHTS AND OBLIGATIONS OF THE PARTIES

In addition to the specific provisions of the Agreement, the Parties undertake to respect their respective obligations and rights in compliance with current laws and regulations, in particular:

- the Architecture Act 1977 amended and its Decrees of application, in particular the 1980 Decree N° 80-217 pertaining to the Architects' Code of Professional Conduct;
- the 1978 Act N° 78-12 relative to liability and insurance in the construction industry in accordance with clauses 1792 and thereafter, clause 2270 of the Civil Code and clause L 241-1 and thereafter of the Insurance Code; and
- the clause L 111-1 and thereafter of the Intellectual Property Code.

5.1 - Client's rights and obligations

- *Design Brief and constraints*

The Client is to provide the Architect

- the Design Brief that defines the Client's objectives and expectations;
- the legal data: in particular title deeds, rights-of-way, town planning certificate, site boundaries, co-ownership regulations, sub-division regulations and their terms of agreement, etc.;

- the Outline Proposals, as well as statutory approvals, if any; and
- the technical data: in particular site levels, boundary plans, soil survey results and analysis, climatic, seismic constraints, exposure to natural or technological risks, photographic or other documents to enable the integration of the project within the site etc.

The Client undertakes to issue notification of Works located in proximity to underground, aerial and underwater services or conduits (gas, electricity, telecommunications, water, drainage, dangerous materials, urban heating, railway tracks, etc.). The Client should issue the Construction Notice to each public utility authority (since 1st July 2012 notification is given on CERFA Form N° 14434*01 available from www.reseaux-et-canalisations.gouv.fr).

▪ *Additional studies*

The Client undertakes to have carried out a soil survey and a thermal performance study and to issue them to the Architect in due time to allow him/her to carry out the Appointment in accordance with the Agreement.

If unforeseen circumstances require recourse to outside Consultants (for example: structural, acoustical engineers, etc.), or that the Architect advises their appointment, the corresponding expense is charged to the Client.

▪ *Guarantee of payment to Contractors*

The Client acknowledges to be informed of the obligation to guarantee Contractors payment of sums due when these exceed 12,000 euro under the provisions of article 1799-1 of the Civil Code.

▪ *Respective obligations of the Client and Contractor when sub-contracting*

The Client acknowledges to be informed by the Architect of its obligations when sub-contracting in application of the 31st December 1975 Act N° 75-1334, in particular:

- the Contractor who resorts to sub-contractors should have the Client's approval and agreement of the terms of their payment.
- by default to directly pay sub-contractors by delegation. The Client should require that the Contractor justifies to have supplied a joint and several guarantee obtained from a financial institution to guarantee the sums due.

▪ *Client insurances*

The Client acknowledges to have been informed by the Architect of the obligation to subscribe, before the opening of the construction site, construction insurance for the Works in compliance with clause L 242-1 of the Insurance Code.

Furthermore, the Client acknowledges to have been informed about any need to subscribe additional insurance to cover, in particular, damage to existing buildings or to adjoining premises due to the construction work.

All information about guarantees and exclusions from these insurances depends solely upon competence of the insurance agent.

▪ *Approval of documents prepared by the Architect*

The Client reviews documents that the Architect submits for approval. In compliance with clause 9, the Client approves them in due time by affixing its signature and the date on each document. This signature confirms acceptance by the Client of the Work Stage in hand, the corresponding fee and for the Appointment to proceed.

If the Client refuses to give approval, it should make clear the grounds in writing within 10 days following the receipt of documents. The Client and the Architect determine together to pursue the Appointment.

Any document issued by the Client should be sent to the Architect by any means that allows the date to be recorded.

5.2 – Architect’s rights and obligations

▪ *Client data*

The Architect issues the Client with all useful information about the advancement his/her Appointment. In particular, he/she informs the Client of any significant change in the Construction Cost.

During construction work, and excluding an emergency concerning the safety of persons or property, any decision incurring additional cost is subject to the Client’s written approval.

▪ *Thermal performance regulations*

The project is carried out in compliance with thermal performance regulations applicable at the date of the Planning Application.

The application of more binding or a specific regulation (e.g. thermal certification) and its means of application are stipulated, if need be, in the Specific provisions of the Agreement.

Within the scope of his/her obligation of means, the Architect engages to propose architectural and technical solutions to achieve the above-mentioned thermal performances.

As software is used to determine theoretical consumptions, the Architect can not be held responsible for real consumption since these incorporate consumptions that are not integrated into the regulations and calculations and depend upon the behaviour of occupants and climatic conditions that can deviate notably from average values.

Specific constraints formulated by the Client, if any, can on no account establish a link between theoretical performances and the actual consumption.

▪ *Professional indemnity insurance of the Architect*

The Architect assumes the financial consequences of his/her liability within the limits of the guarantee fixed in his/her professional indemnity insurance policy.

The Architect is insured against the financial consequences of his professional liability with:

Insurance

Company:

Policy N°:

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The Architect’s professional indemnity insurance certificate is appended to the Agreement.

6 HEALTH AND SAFETY CO-ORDINATION

6.1 - Construction work for personal use by the Client, its spouse, ascendants or descendants

In compliance with the provisions of clause L 235-4 of the Labour Code, when private individuals undertake a construction project for their own personal use, that of its spouse, ascendants or descendants, the co-ordination is assigned to the Architect during the Concept Design, Design Development Work Stages and whoever assures construction site management, i.e. in practice, either the general contractor or the contractor that undertakes the "shell and core" or the "prime contractor" during the construction phase.

The Co-ordination Service confided to the Architect is completed when the Client awards the building contracts. At this stage, Contractors are informed that the future construction site is subject to Co-ordination and the Party responsible for the construction site, i.e. Construction Co-ordination, is designated.

6.2 - Project for other purposes (rent, sale, etc.)

Excluding the specific provisions in clause L 4532-7 of the Labour Code, and in compliance with clauses L 4531-1 to L 4532-18 of the labour Code, the Client has the obligation:

- to appoint a qualified Co-ordinator for both for the design and construction phases when at least two contractors or two workers (including sub-contractors) intervene simultaneously or successively on a construction site.
- to issue a preliminary notice to the labour inspector at the *Organisme professionnel de prévention du bâtiment et des travaux publics (O.P.P.B.T.P.)* and the national health insurance regional office when either the projected number exceeds 20 workers at any one time on the construction site, the construction timetable exceeds 30 working days or the projected construction work is superior to 500 man days (clauses L 4532-1 and R 4532-2 of the Labour Code).

The Co-coordinator's appointment can be confided either to the Architect or another consultant chosen by the Client. In the latter case, the Client issues the Co-ordinator's Appointment, contact details as well as its scope of services to the Architect.

In both cases, the Appointment is confided by separate agreement and fee payment is in addition to that stipulated in the Architect's Appointment Agreement.

SCOPE OF FULL SERVICES

The Appointment confided to the Architect by the Client is divided into Services the scope of which is defined here below.

The Architect can be assisted by one or several employees of his/her choice. He/She can also appoint specialist consultants or sub-contractors.

7.1 – Outline Proposals

(not applicable if an Outline Proposals Appointment Agreement was concluded beforehand)

The Architect appraises the Design Brief, visits the site and acquaints him/herself with the technical, legal and financial data issued by the Client. On this occasion, the Architect issues any comments and proposals that seem pertinent.

He/She develops Outline Proposals to assess the constructability of the project in compliance with town planning regulations to evaluate its feasibility, prepare a schematic design or, at most two schematic designs in response to the Design Brief.

He/She prepares an initial Construction Cost estimate and projected Construction Timetable.

He/She advises on the compatibility of the Client's Construction Budget and the projected Timetable with the requirements of the Design Brief.

7.2 – Concept Design Work stage

The Architect defines the dimensions of the Works in plan, section and elevation; projects its appearance, presents the proposed solutions, determines the area of all the Design Brief requirements and prepares the presentation notice to specify the nature of external building materials. In general, the degree of definition corresponds to drawings prepared at the scale of 1:100.

On no account can these drawings be used to carry out construction.

The Architect prepares the Construction Cost estimate to take into account all the construction work necessary for the execution of the Works, less construction work undertaken by the Client.

Before the commencement of the Design Development Work Stage, the Client selects building materials, construction processes and internal fixtures and fittings. The Construction Cost estimate is based on the average price of materials.

The Construction Cost estimate is given a 10% tolerance rate at present value in respect to the Construction Budget of the Client. This cost limit only applies if the Design Brief appended to the Agreement remains unchanged.

Any revision to the Design Brief is subject to an amendment to the Agreement.

The Architect assesses the compatibility of his/her estimate with the Construction Budget and the Timetable of the Client. In case of discrepancies, the Parties meet to discuss continuation of the Agreement.

7.3 – Planning Application File

▪ *Preparation of the Planning Application File*

The Architect prepares and signs the drawings and his/her written notices necessary to collate the Planning Application File in compliance with current regulations.

He/She assists the Client to complete the administrative file having informed it the required contents of this file and the documents to be provided.

The Client, having signed all the documents, including the drawings, submits the Planning Application to the local authority.

On no account can these drawings be used to carry out construction.

▪ *Planning Application instruction*

After submittal of the Planning Application, when requested, the Architect assists the Client in its relations with the administration. The Client informs the Architect of any exchange of correspondence with the administration. On receipt of Planning Permission, the Client issues the Architect a copy with any appendices. The Client undertakes the statutory posting of Planning Permission on site.

7.4 – Design Development Work Stage

At the commencement of the Design Development Work Stage, based on the proposals of the Architect, the Client completes the Design Brief by indicating, in particular, the final nature and characteristics of building materials, construction processes and internal fixtures and fittings.

The Architect, having assessed their implementation and the financial consequences that ensue, develops in plan, section and elevation the different construction components. In general, the degree of definition corresponds to drawings prepared at a maximum scale of 1:50 with significant architectural details at appropriate scales.

The Architect prepares the detailed description of the Works in the form of a specification that includes for each trade:

- a written description of the Works in order to describe their nature and their quality. This document sets the limits of each building package if in common to several contracts.
- if necessary, appended documents give Contractors additional data to undertake the construction work.

The Architect prepares a Construction Cost estimate by separate trade and prepares the projected Construction Timetable.

Design Development includes neither construction documentation nor the preparation priced bills of quantity that remain the responsibility of the Contractors.

7.5 - Assistance for awarding Building Contracts

▪ *Tender Action File*

With the Architect, the Client evaluates the means of procurement for construction of the Works and selects the means for awarding the Building Contracts, as follows:

- by separate trades

□ by consortium of contractors, on the condition that the shell and core work, the weather proofing and air tightness are not awarded to a single Contractor.

Assisted by the Architect, the Client shortlists the contractors to tender. If the Architect has a vested interest in the one or several of the contractors, he/she should inform the Client.

The Architect collates the documentation required for the Tender Action that allows the Contractors invited to tender to understand the nature, quality and limits of their intervention and to prepare their Tenders with quantities.

The Architect assists the Client to prepare the additional administrative documents that form part of the Tender Action File: tender terms and conditions, proposed Building Contract, projected Construction Timetable and the list of contract documents with their order of precedence.

The Client approves the Tender Action File, by signing all the documents and issues the File to the tendering contractors. Reprography costs are at the Client's expense.

▪ *Update and award of Building Contracts*

The Architect undertakes the analysis of Tenders from the Contractors, prepares his/her report, recommends to the Client the list of Contractors to retain and finalizes the Building Contract documents.

The Architect advises against the choice of a Contractor if, in particular, it appears to him/her neither to present sufficient guarantees nor prove adequate insurance to cover its professional risks. If the Client does not follow the recommendation of the Architect, it assumes the consequences.

At the conclusion of the Tender Action, if the Construction Cost estimate by separate trades is exceeded with a tolerance rate of [redacted] % with respect to the estimate prepared at the Design Development Work Stage (at present day value), the Client can accept the new Construction Cost. Otherwise, at the request of the Client, the Architect undertakes to propose revisions in order to respect the Construction Budget approved at the Design Development Work Stage.

The Client and the Contractors retained sign the Building Contracts.

The Client agrees with the Architect and Contractors the commencement date of the construction site, signs and submits to the authorities the Commencement Notice.

7.6 – Approvals

Construction drawings, if any, are prepared by the Contractors. The Architect reviews the compliance with his/her design intent and affixes his approval on the documents (plans and specifications) if the provisions of his/her project have been respected.

Approval by the Architect does not free Contractors of their liability.

7.7 – Contract Administration

The Client countersigns the notice prepared and signed by the Architect authorizing Contractors to take possession of the construction site. The Client signs the general Construction Timetable prepared with the Contractors by the Architect and any amendments to the Building Contracts.

The Architect organizes and chairs the Site Meetings and drafts the minutes which he issues within 7 days, to the Contractors, the Client and third parties, assesses the progress of construction work and compliance with the Building Contract. He/She reviews Interim Payment Claims from Contractors within 14 days of their receipt and prepares the Progress Payments and reviews the Final Claims from Contractors within 30 days of receipt, prepares the Final Account on the completion of construction work and proposes settlement of outstanding sums to Contractors. The Final Account excludes the cost of construction work undertaken by the Client.

Within 7 days, the Client notifies in writing to the Architect, its comments on the minutes of site meetings, pays Contractors in accordance with the Conditions of Contract and informs the Architect of all payments that it makes.

The Client refrains from giving instructions directly to the Contractors or to impose upon them technical solutions or building materials. Should this occur, it assumes any detrimental consequences of its intervention.

The Client and the Architect issue the minutes of meeting by the following means: (e-mail, facsimile, etc.).

The frequency of Site Meetings organized by the Architect is , (the frequency can be adapted to take into account holidays, inclement weather, etc.).

Any additional site meeting requested by the Client will be subject to an additional fee to the Architect.

In addition to these Site Meetings, the Architect can carry out Site Inspection Visits if he/she considers necessary. They may require a written site report.

Any default by the Contractor in its obligations is recorded in the Site Meeting minutes by the Architect and, if necessary, are subject to written notification by the Client.

The Appointment does not include Services for the replacement of a defaulting Contractor (jointly-agreed statement, tender action and selection of another contractor) that is subject to an amendment.

7.8 – Construction Handover assistance

When the Works has reached Practical Completion, the Construction Handover is carried out either on the request of the Contractors or the Client.

The Client accepts Handover with or without reservations. It marks the commencement of the perfect completion guarantee due by Contractors; the guarantee of good function and the ten-year warranty period.

The Architect assists the Client with the Handover of construction work. He/She organizes the meeting with the Contractor, drafts the reports and prepares the list of reservations recorded by the Client during the Handover visit. The Client, or his representative, and the Contractors sign the Handover Reports.

After Handover without reservation or after withdrawing reservations recorded during Handover, the Contractors become directly responsible to the Client for the “perfect completion” guarantee.

In the case of reservations formulated during Handover, the Architect monitors the progress of making-good and records their completion at the date agreed by the Client and the Contractor in the Handover Report.

When reservations formulated during Handover are not completed at the agreed date, the Client issues written notification to the Contractor concerned. The Architect records follow up action subsequent to this notification.

The Architect’s Appointment is completed at Handover, either:

- if it is pronounced without reservations, or
 - on completion of the recorded reservations,
- and, in any case, one year after Handover at the latest.

After the Handover, the Client submits the Notice of Final Completion and compliance of construction work to the local authority together with the certificates relative to the respect of construction regulations, if required.

The Notice of Final Completion and compliance is prepared and signed by the Architect if he/she monitored the construction work.

8 ARCHITECTS’ FEES

For the Appointment confided to him/her, the Architect is paid exclusively by the Client in the form of fees that relate to the Design Brief, the Scope of Services and the complexity of the project.

The Architect's fee for Full Service is [] % of the Final Contract Sum less the construction work undertaken by the Client.

On signature of the Agreement, the projected Contract Budget is [] € excluding VAT; on the understanding that, in addition to the fees, the Client pays the Architect VAT at the current rate, i.e. [] € including VAT.

However, if the Client is a natural person who requires for its own use a building which is less than 170m² in floor area or ground footprint the Outline Proposals, Concept Design and Planning Application Work Stages are fixed lump sums of [] € excluding VAT; i.e. [] € including VAT.

On termination of the Appointment, the balance of fees due to the Architect (accumulated rights) is calculated in accordance with the value of the Agreement Work Stages and their advancement (in accordance with the Fee Schedule).

If terminated prior to the award of Building Contracts, the rate of payment is applied to the Construction Cost estimate excluding VAT of the construction work determined by the Architect at the conclusion of the Concept Design Work Stage or, if the Agreement is suspended prior to this Work Stage, on the Construction Cost estimate excluding VAT prepared by the Architect at the Outline Proposals Work Stage.

If suspended during the Construction Work Stage, the fee rate is applied to the total Contract Sum or, by default, to the Contract Sum resulting from the Tender Action.

To the fees due is added the indemnity stipulated in clause 15.2 of the Agreement when termination is on the Architect's initiative.

▪ *Interim payments*

Fees are payable according to the advancement of the Appointment.

The fee corresponding to each Work Stage is due on delivery of the Service to the Client. Exceptionally, fees during the Contract Administration Work Stage are monthly instalments spread over the construction period.

Additional fees stipulated by an amendment are paid progressively according to the advancement of the respective services.

The Fee Schedule is as follows:

WORK STAGE		Percentage of Appointment	Fee excl. VAT	Fee incl. VAT
	Retainer on signature of Agreement			
	Outline Proposals			
	Concept Design			
	Planning Application			
	Technical Documentation			
	Building Contracts award			
	- Tender Action File			
	- Building Contract preparation			
	Construction documentation review, if applicable			
	Contract Administration			
	Construction Handover assistance			
	TOTAL	100 %	€ excl. VAT	€ incl. VAT

These Sums in euro are to be revised based on the Final Contract Sum excluding VAT.

Only 1 copy of files corresponding to each Work Stage of the Agreement is supplied to the Client.

The drawings are prepared:

- on paper
- in digital format

Fees: include do not include the direct expenses scheduled here below:

ITEM				Quantity		Unit Cost		Total excl. VAT	
Administration charge								€	
Design Phase travel			visits		km		€/km		€
Construction Phase travel			visits		km		€/km		€
Reprography, stationary, Tender Action Files, etc.								€	
Postage		(correspondence, e-mails)		weeks				€	
Telephone, facsimile								€	
Perspectives and specific site integration studies								€	
Professional insurances (general and ten-year warranty)								€	
Other expenses								€	
								€	
Estimated total Appointment expenses								€	
Applicable VAT rate								%	
i.e. Estimated Expenses Total								€ incl. VAT	

▪ *Terms of payment*

The Client undertakes to pay sums due to the Architect for the performance of his Appointment within a maximum period of 21 days **from the date of receipt of the Fee Account**. Beyond this period, penalties are due at the legal rate, without written notification.

9 PERFORMANCE AND APPROVAL PERIODS

WORK STAGES	Service performance period (weeks)	Client approval period
Outline Proposals, if applicable		
Concept Design		
Planning Application		
Design Development		
Tender Action File		
Building Contract update		
Review, if applicable		

The commencement date of Work Stages performed by the Architect is:

- the signature date of the Agreement for Outline Proposals or Concept Design Work Stages when the Outline Proposals are confided by a separate Appointment Agreement
- the date of receipt of documents approved by the Client for other Work Stages.

Delays in performance of his/her Services attributable to the Architect incur a penalty of % per week of delay within the limit of 5% of the total fee for the late Work Stage.

For the application of these Penalties, the commencement date is the day after expiration of the period for the performance of the Work Stages recorded above. These penalties are mutually exclusive.

However, no Penalty will be applied under the following circumstances:

- if the delay is attributable to the Client
- in case of force majeure.

In terms of the Agreement, a force majeure is considered to be any inevitable, unpredictable fact or circumstance independent of the will of the Parties and which can not be prevented by the Parties.

10 ADMENDMENT OF THE AGREEMENT - ADDITIONAL SERVICES OR EXPENSES

Any Additional Services, changes to the Design Brief or the Construction Timetable, revisions to approved documents, changes to the contract procurement method, revisions to the Planning Application requested by the Client or imposed by a third party resulting from a change in regulations or unforeseeable administrative, legal, technical or commercial requirements, any Additional Services subsequent to bankruptcy of a Contractor are subject to an amendment that, in particular, stipulates the corresponding fee.

In particular, exceeding the Construction Timetable by the Contractor is subject to payment of an additional fee to enable the Architect to extent his/her presence on the construction site. The Client acknowledges to be informed by the Architect that these additional fees can be deducted from the Building Contract of the defaulting Contractor provided that the deduction is stipulated in the clause relative to the Penalties of delay in the Building Contract Conditions.

11 INTELLECTUAL PROPERTY

As the author, the Architect maintains the right to the respect of his/her name, title and the Works.

The Client holds the right to build, in a single example, the project that is the object of the Agreement if up to date with its payment of fees due to the Architect. The Client can not make use of Services for which it has not settled the corresponding fees.

When the Client pursues, without the assistance of the Architect, author of the Works, the construction of the project object of the Agreement, it respects his/her Works and consults the Architect before undertaking any changes.

The Architect maintains the right to take photos of the building, including the internal spaces, under conditions to be determined with the Client at the appropriate moment.

12 SUSPENSION OF AGREEMENT

Suspension of the Agreement can be requested by one of the Parties if either outside events compromise the advancement of the project or contractual obligations by the other Party are neglected (payment of fees properly due, disregard of delivery deadlines or approval of documents, etc.). In this case, Suspension can only come into effect after written notification with certified delivery remains unheeded during 14 calendar days following receipt by the other Party.

In all cases, Suspension is by written notification with certified delivery to the other Party at the conclusion of this period.

Unless agreed between the Parties, in case of Suspension, the fees properly due are then settled in proportion to the services completed and expenses incurred.

When the Appointment is resumed, the fees already paid are deducted from the total Fee Sum. If necessary, an amendment stipulates the terms and conditions for resumption of the Appointment.

Unless agreed between the Parties, should the Appointment not resume within 3 months following receipt of Suspension notification, the Agreement is considered terminated. Compensation to the Architect is agreed

by the Parties in an amendment or by common agreement. Should Parties fail to agree, the following will apply:

- the provisions of clause 15.3 when the Suspension of the Agreement results from a fault of the Architect.

13 UNAVAILABILITY OF THE ARCHITECT

If as a result of major illness, death or any other serious cause independent of the Architect, he/she is unable to complete the Appointment, it is terminated. However, the Client can accept to delegate the Agreement to eligible architects.

At the request of the Client, the *Conseil Regional de l'Ordre des Architectes* can propose a list of architects in geographical proximity to the project site that the Client could consult to succeed the indisposed Architect with a new Agreement in compliance with clause 22 of the Architects' Code of Professional Conduct.

14 PROTECTION OF MORGAGE HOLDERS

When the Client resorts to a bank loan to finance the expense related to the project, it benefits from a Specific Provision (unless the loan is intended to finance a professional activity).

14.1 - Client does not resort to a loan

The Client copies by hand the following statement: "*I, the undersigned... (name and first name), the Client, declare not to seek a loan to carry out this project and acknowledge to have been informed about the consequences of my renunciation and, in particular, that if I subsequently resort to a loan, I can not take advantage of the protection of the Consumer Code relative to mortgages*" (article L 312-17 of the Consumer Code).

14.2 - Client resorts to a loan

The Agreement is then signed under the suspensive condition of obtaining one or several of the following loans:

Total amount financed by loans, including VAT:

The suspensive condition commences on the day of signature of the Agreement and its validity is for a period of one month. During this period, the Architect can not be required to commence work on the project.

During this period, the Client undertakes to contact several financial organizations to obtain several loan proposals. On receipt, it undertakes to provide the Architect with a copy of each of these proposals.

In the absence of obtaining one or several loans within the allocated time, any sum paid in advance by the Client to the Architect is at once refundable in its totality without any deduction nor penalty whatever (clause L 312-16 of the Consumer Code).

If not obtaining one or several loans has for cause the fault, carelessness, passivity, bad faith or illegal action by the Client such as behaviour or hesitation that compromise applications or the conclusion of loan agreements, the Architect can ask the court to negate the suspensive condition on loans in application of

clause 1178 of the Civil Code, with the attribution of damages in the case where the Architect incurred financial loss.

15 TERMINATION

The Agreement can be terminated under the terms and conditions here below.

15.1 - Termination by agreement

Together the Parties can decide to terminate the Agreement. Termination takes the form of a written statement (agreement, correspondence, etc.) that, in particular, stipulates the terms of any compensation of the Architect.

15.2-Termination without fault

The Client can terminate the Agreement for a motive other than fault by the Architect.

In this case, the Architect is entitled to payment:

- of fees corresponding to the performed services and expenses on the day of termination in compliance with clause 8 of the Agreement;
- of bank interest stipulated in clause 8; and
- of compensation equal to 20% of the fee due to him/her if the Appointment had not been prematurely terminated.

15.3 - Termination for fault

The Agreement is terminated, by the Party that is neither at fault nor in infraction of its own obligations, 14 days after written notification to the defaulting Party to comply with its obligations remains unheeded. The notification should make reference to this clause.

If it remains unheeded during the stipulated period, it is followed by a second notification with recorded delivery that confirms termination of the Agreement.

▪ Termination on initiative of the Client

In case of fault by the Architect, i.e. the non-fulfilment or breach of the Conditions of Agreement by the Architect, he/she is entitled to the payment of:

- fees corresponding to the completed services and expenses on the day of termination in compliance with clause 8 of the Agreement; and
- bank interest stipulated in clause 8.

The architect can not claim any compensation on termination.

▪ Termination on initiative of the Architect

Termination of the Agreement can only be on the initiative of the Architect for justified and reasonable reasons, for example:

- loss of confidence shown by the Client;
- interference by the Client in the performance of services by the Architect;
- impossibility for the Architect to comply with the rules of his/her profession, its code of ethics or any legal or statutory provisions;
- choice imposed by the Client of a contractor not providing guarantees necessary for the good execution of the Works; and
- infringement by the Client of one or several clauses in the Agreement.

In this case, the Architect is entitled to the payment of:

- fees corresponding to the completed services and expenses on the day of termination in accordance with clause 8 of the Agreement; and
- bank interest stipulated in clause 8.

16 DISPUTE RESOLUTION

In case of a dispute concerning the respect of clauses in the Agreement, the Parties agree to refer to the *Conseil Régional de l'Ordre des Architectes* that registers the Architect before any legal action except preventive measures. The *Conseil Régional* can either give an opinion on the dispute or organize a negotiation procedure.

Referral to the Regional Council is optional for fee recovery.

17 SPECIFIC PROVISIONS

The Parties agree to the specific provisions here below:

Signed at: _____ on this day _____

Architect (stamp and signature)

Client (signature)