

Architects or surveyors undertaking quinquennial inspections of parish churches are confirmed by the diocese. The nomination of the architect is made by the parish and must be approved by the DAC and, by Measure, must be a named person, even if a member of a larger practice.

By law all architects must be registered by the Architect Registration Board, in addition many will be chartered members of the Royal Institute of British Architects.

In the context of Quinquennial Inspection only, the work of the architect may be undertaken by a chartered building surveyor with experience of ecclesiastical buildings and with appropriate Professional Indemnity cover.

If you have any questions please contact the Diocesan Advisory Committee (DAC):

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For more information about the care of churches visit the DAC pages on the Diocese of Manchester's website: www.manchester.anglican.org

Appointing an Architect or Surveyor for your Church Buildings



Appointing an Architect or Surveyor

Work undertaken by an architect¹ or surveyor² must be commissioned by the parish and is subject to the payment of professional fees which are the sole responsibility of the parish.

The relationship between a parish and its architect is a matter for mutual trust and professional understanding.

In selecting an architect it is important that the parish ensures that their chosen architect not only has the requisite experience but also the appropriate personality and personal style to work in conjunction with the parish.

Appointments made solely on the basis of the cheapest quote can, as in so many other fields, prove unsatisfactory.

The Diocesan Advisory Committee and the Pastoral Committee advise that an architect should be retained in respect of all works requiring a faculty with the following exceptions:

¹By "*Architect*" the Diocese means one of the following:

- a. A registered architect in private practice as a sole principal.
- b. A partnership where at least one of the partners is a registered architect.
- c. A company where at least one of the Directors is a registered architect.

Provided that in each case evidence can be produced that Professional Indemnity Insurance cover is in place for a sum not less than £1 Million

and

Provided that a named registered architect from the practice or company is nominated as the architect who is directly responsible to the parish as client.

²By "*Surveyor*" the Diocese means:

A member of the Royal Institution of Chartered Surveyors and qualified as a Building Surveyor.

Parishes should be aware that:

- Where other consultants are required their fees are in addition to the architect's or surveyor's fees. These may include a quantity surveyor, structural engineer, planning supervisor and landscape architect. Local Authority charges for Planning and Building Regulation submission are normally paid directly by the Parish
- Allowances should be made for VAT payable at the current rate on fees, and on most types of building work.
- A "Fixed Price" contract does not necessarily mean that there will be no increases in costs. Additions may occur due to, for example, unforeseen additional works: Such increases will reflect in the VAT payable and architects fees.
- Once an architect or surveyor has been commissioned or has undertaken work on behalf of the parish fees are payable and if his appointment is terminated abortive fees are likely to be charged, even if no building work has been done.
- Before any work, other than work listed in section 4 above, is undertaken the EIG (or other insurers if the parish is not part of the diocesan group insurance scheme) must be formally advised about the proposed work. In many cases a small additional premium will be payable.
- Consultations with the archdeacon and DAC, and the appointment of an architect or surveyor, are recommended at a very early stage in any project.

Professional Fees

Professional fees are payable in stages through a project. The following are typical:

Professional Fees		
Stage A/B	Feasibility	Lump sum fee
Stage C	Outline Proposals	15%
Stage D	Scheme Design/ Faculty Submission	15%
Stage E	Detail Design/ Building Regulation Submission	15%
Stage F/G	Production/Tender Information	20%
Stage H-L	Contract Administration	35% *
<i>* Paid pro-rata of value of works executed on site</i>		

With reference to completion of clauses in the Standard Form of Agreement (SFA/99) the following are suggested:

Clauses 7.2 and 7.4: Duration of Architect's liability: 6 years

Clause 7.3.1 and 7.4: Limited of Architect's liability: minimum £1.0M and more for work to major buildings.

It is recommended that faculty applications and applications for grants for building works (other than in cases listed at paragraph 4 above where an architect may not be required) should be accompanied by a photocopy of the Memorandum of Agreement between the architect and the parish and Schedules 2 and 3 thereto.

Works requiring a faculty that don't require an architect:

- The repair/restoration of an organ where no major alterations are to be made to its location or to the organ case.
- Simple repairs (eg. following a Quinquennial Inspection) which the inspector (see point 8) considers may be adequately organised by the parish.
- Acquisition of small items such as communion plate (though the DAC may advise a parish to consult their architect about the design of such items).
- The sale of furniture.

Notwithstanding the fact that an architect may not be involved in the above works, a Faculty is still normally required.

Terms of Engagement

Terms of Engagement between the parish and architect are to be discussed and agreed between the parties at the commencement of any work for which the architect is to be commissioned and before any fees have been incurred.

Two copies of the Standard Form of Agreement (SFA/99) or Conditions of Engagement (CE/99) (incorporating Conditions of Appointment) between architect and client, as published by the RIBA, are to be supplied and prepared by the architect and signed by both parties, with each party retaining one copy.

Fees may be on the basis of a percentage of the cost of the works, which is usual, or on a time and expenses basis or on a lump sum basis, which is suitable for feasibility studies.

Lump sum fees normally require a high level of definition in the scope of work to be carried out. The fees should be fair to both parties and sufficient to ensure that a proper professional service will be provided.

For guidance the following percentages are often considered to be of the right order for church work but each case must be considered on its own merits.

Expenses and VAT where applicable would be in addition to the fees quoted.

New Buildings		
Less than	£ 20,000	Time charge or
Up to	£ 20,000	10.5%
	£ 50,000	9.0%
	£ 100,000	8.0%
	£ 200,000	7.5%
	£ 500,000	7.0%
Over	£ 1,000,000	6.0%

Repairs, Alterations and Extensions to Existing Buildings		
Less than	£ 20,000	Time charge or
Up to	£ 20,000	15.00%
	£ 50,000	13.25%
	£ 100,000	12.25%
	£ 200,000	11.00%
	£ 500,000	10.50%
Over	£ 1,000,000	9.75%