

RIBA 

Memorandum of Agreement  
for the Appointment of an

**Architect**

Royal Institute of British Architects

**When completing a project-specific Memorandum:**

- No separate identification box is necessary.
- Use of the cover sheet is optional.
- Complete the Memorandum as indicated. Signatures are handwritten and the date on page 1 (except in Scotland) is entered by the last person to sign.
- Note any Appendices e.g. 'the Brief' are identified in and attached to the Conditions. All other RIBA components include a box which identifies the component e.g. 'This is the schedule of Access Consultancy Services referred to in the Agreement relating to the Project' after which are entered the project name and the names of the parties, who inscribe their initials where indicated. Any other appendices are to carry similar identification.
- On completion delete unwanted text or the alternative methods of attestation not required and in electronic versions all text in red.

**Where the law of Scotland applies:**

- Do not enter the date of the Agreement on the first page; this is covered on the Scottish attestation page.
- Narrate on the first page the number of pages of each of the attached documents.
- The 'testing clause' identifies the agreement and its annexations, narrates the number of pages of the Memorandum, declares that any insertions, deletions and additions to the hard copy 'proforma' were made prior to execution by the parties, and narrates the date and place of signing and the date and place of signing and the full names of the signatories and the capacity in which they subscribe together with the full name and address of any witnesses, if required.
- The Memorandum of Agreement must be 'subscribed' (that is, signed at the end) to be valid under Scots law. For it to be subscribed it is necessary for at least one of the signatories to sign on the same page as part of the body of the Agreement (that is, the part immediately before the 'testing' clause) and for any other signatories either to sign on the same page or the subsequent page or pages.
- The text can be modified to provide an alternative method of execution if required, for instance, by a local authority or other body incorporated under other legislation (footnote 15).

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## Memorandum of Agreement

This Agreement: <sup>(1)</sup> is made on the THIRD day of March 2011  
between the Client:  
of <sup>(2)</sup> J. Mizzney & Sons LTD  
Representative:  
of <sup>(3)</sup>  
and the Architect: NICK BAKER  
of <sup>(4)</sup> NICK BAKER ARCHITECTS LTD.  
Representative:

Whereas the Client wishes to appoint the Architect in connection with  
the Project: DELANCEY STREET  
at the Site: 80-88 DELANCEY STREET  
and the Architect has agreed to accept the appointment.

It is agreed that This Agreement comprises this Memorandum of Agreement and the attached documents namely:

*Standard Conditions of Appointment for an Architect 2010*

*Schedules of Project Data, Services and Fees and Expenses*

and Appendices C1 to C2

1 the Architect performs the Services in accordance with the terms of this Agreement as:

Enter roles LEAD CONSULTANT / ARCHITECT

2 The Client pays the Architect for the Services and performs the Client's obligations in accordance with the terms of this Agreement.

AS WITNESS the hands of the parties

(as a simple contract)

[Signature]

Client

[Signature]

Architect

Witness signature

[Signature]

in the presence of <sup>(5)</sup>

[Signature]

in the presence of

(1) Where the law of Scotland applies do not insert the date.

(2) Address or registered office.

(3) If the Client's Representative is not an employee of the Client, insert name and address of the representative.

(4) Address or registered office.

(5) Witness signatures if required by the parties where the law of England and Wales applies, or where the Agreement requires to be self-proving under Scottish law. Refer to the note 'Where the law of Scotland applies' on page 2.

## Memorandum of Agreement

Where the law of England and Wales is applicable

EXECUTED AS A DEED BY THE CLIENT

namely:<sup>[6]</sup> \_\_\_\_\_

acting by:<sup>[7]</sup> \_\_\_\_\_

Signature

[Director] [Member]

[Director] [Company Secretary] [Member]

OR<sup>[8]</sup> by affixing its common seal  
in the presence of:

Signature

Authorised signatory

OR<sup>[9]</sup>

[Individual] [Partner] [Single Director]

in the presence of:

Witness signature

Name of witness

Address of witness

And<sup>[9]</sup>

Partner in the presence of:

Witness signature

Name of witness

Address of witness

And<sup>[9]</sup>

Partner in the presence of:

Witness signature

Name of witness

Address of witness

[6] Insert name of Client.

[7] Insert names of 2 signatories, who sign the boxes below. If the Client is a registered company, delete the description 'Member'. If the Client is a limited liability partnership, delete the descriptions 'Director' and 'Company Secretary'.

[8] Where the Client requires the use of its common seal, insert name of signatory, who signs the box below.

[9] An individual, partner or single director of a company must sign in the presence of a witness.

## Memorandum of Agreement

Where the law of England and Wales is applicable

### EXECUTED AS A DEED BY THE ARCHITECT

namely:<sup>[10]</sup>

NICK BAKER ARCHITECTS LTD.

acting by:<sup>[11]</sup>

NICK BAKER

Ian Peters

Signature

[Director] [Member]

[Director] [Company Secretary] [Member]

OR<sup>[12]</sup>

by affixing its common seal  
in the presence of:

Signature

Authorised signatory

OR<sup>[13]</sup>

[Partner] [Sole practitioner] [Single director]

in the presence of:

Witness signature

Name of witness

Address of witness

And<sup>[13]</sup>

Partner in the presence of:

Witness signature

Name of witness

Address of witness

And<sup>[13]</sup>

Partner in the presence of:

Witness signature

Name of witness

Address of witness

[10] Insert name of the Architect.

[11] Insert names of 2 signatories, who sign the boxes below. If the Architect is a registered company, delete the description 'Member'. If the Architect is a limited liability partnership, delete descriptions 'Director' and 'Company Secretary'.

[12] If use of a common seal is required, insert name of signatory, who signs the box below.

[13] A partner, sole practitioner or a single director of a company must sign in the presence of a witness.



## Memorandum of Agreement

Where the law of Scotland is applicable

- 3 The Client and the Architect have agreed to the registration of this Agreement for preservation [and execution<sup>(14)</sup>] and to submit to the non-exclusive jurisdiction of the Scottish Courts.

In witness whereof this Agreement, consisting of this and the preceding 3 pages<sup>(15)</sup> together with the annexations hereto initialled by the parties (under declaration that any alterations initialled by the parties were made prior to execution) is executed as follows:

It is subscribed at <sup>(16)</sup>

Location

on

Date

[on behalf of the Client, by] [by the Client]:

by

Full name of signatory

who is

Enter Director or Secretary of a Company or Member of an LLP or Partner of a Firm or as Authorised Signatory

Signature

in the presence of:

Witness signature

Full name and address of witness <sup>(17)</sup>

It is subscribed at

Location

on

Date

[on behalf of the Architect, by] [by the Architect]:

by

Full name of signatory

who is

Enter Director or Secretary of a Company or Member of an LLP or Partner of a Firm or as Authorised Signatory

Signature

in the presence of:

Witness signature

Full name and address of witness

[14] The inclusion of the words 'and execution' provision must be negotiated with a consumer client or they must be deleted.

[15] Cross through pages 4 and 5.

[16] If alternative method of execution is required seek legal advice.

[17] A witness must know the signatory, or have credible evidence of their identity, and must witness the signing or the acknowledgement of the signature by the signatory but preferably should have no interest in the document and cannot be a party to the document (i.e. a partner of one of the contracting parties). The witness must be over 16 and not mentally incapable.

# NICK BAKER ARCHITECTS

Third Floor  
11 Northburgh Street  
London, EC1V 0AN

Tel: 020 7490 0644  
Fax: 020 7490 0595

email: info@nickbakerarchitects.com  
www.nickbakerarchitects.com

Sean Cronin  
Murphy & Sons Ltd  
Hiview House  
Highgate Rd  
London  
NW5 1TN

6<sup>th</sup> April 2011

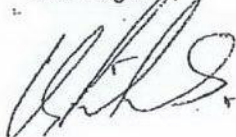
Dear Sean,

RE: 86-88 DELANCEY STREET

Please find enclosed the Memorandum of Agreement for the Appointment of an Architect duly signed.

Also enclosed the Schedules 2010 for use with the Standard Conditions of Appointment 2010 for an Architect.

Best Regards,



Ian Peters  
Director

*Attachments given to Bronagh 7/4/11*

Directors:  
N Baker RIBA  
I Peters

**Cronin, Sean**

**From:** Donaghy, Bronagh  
**Sent:** 25 March 2011 17:09  
**To:** Cronin, Sean  
**Subject:** FW: Agreement  
**Attachments:** AGREEMENT 3.pdf

FYI

**Bronagh Donaghy**  
Buyer

J Murphy and Sons Limited, Hiview House, Highgate Rd, London NWS 1TN  
DD: +44 (0)20 7692 9444 T: +44 (0)20 7267 4366 F: +44 (0)20 7482 3690

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*[Faint, mostly illegible text block, likely a placeholder or a very low-quality scan of a document.]*



**Please consider the environment before printing this email**

**From:** Marek Glowinski [mailto:marek@tzgpartnership.com]  
**Sent:** 25 March 2011 16:32  
**To:** Donaghy, Bronagh  
**Subject:** RE: Agreement

As requested please find ACE Agreement duly signed.

Regards

MAREK GLOWINSKI  
15 St George's Pl, London W1 1AA, UK  
T: +44 (0)20 8887 2187  
F: +44 (0)20 8887 1838  
E: marek@tzgpartnership.com  
W: www.tzgpartnership.com

-----Original Message-----

**From:** Donaghy, Bronagh [mailto:bronaghdonaghy@murphygroup.co.uk]  
**Sent:** 25 March 2011 15:21  
**To:** Marek Glowinski  
**Cc:** Cronin, Sean; O'Neil, Tony  
**Subject:** Agreement  
**Importance:** High



Dear Mr Glowinski,

RE: LBU0043 DELANCEY STREET, NW1 (LSU001729) STRUCTURAL ENGINEERING SERVICES FROM  
PLANNING APPROVAL STAGE TO OVERALL CONSTRUCTION COMPLETION

Please find attached the ACE Agreement 3: Design and Construct for the Structural  
Engineering Services required on the above project.

Would you please arrange for the agreement to be signed and a copy returned to myself  
either by post or email.

Any queries please contact me.

Yours faithfully

Bronagh Donaghy  
Buyer

J Murphy and Sons Limited, Hiview House, Highgate Rd, London NW5 1TN  
DD: +44 (0)20 7692 9444 T: +44 (0)20 7267 4366 F: +44 (0)20 7482 3690

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