



An introduction to ACE Agreements

Agenda

Introduction to ACE Emerging Professionals North West

Calum Smith, Mott MacDonald

Overview of ACE agreements

Rosemary Beales, ACE and Robert Read, Beale&Co

Q&As

Housekeeping

- This webinar is best experienced through headphones which will cut out the background noise.
- To ask questions please go to “**questions**” in your control panel. You can ask questions ‘**anonymously**’ if you prefer.
- You don’t have to wait until the Q&A session to ask your question, send them throughout the webinar.
- We’ll try and answer as many as possible, but don’t worry we’ll also answer any others we haven’t had time to cover after the webinar.
- We will be uploading the recording to our website in the next few days.



Rosemary Beales

Agreements Consultant
ACE

ACE Agreements over the years

1915 – 1945: Explanatory booklets on the role and duties of Consulting Engineers including notes on fees

1945, 1963: ACE “Green Book” – Ministry of Works, Property Services Agency

1995 Version: Updated and introduced a version for D&B Contractor Client

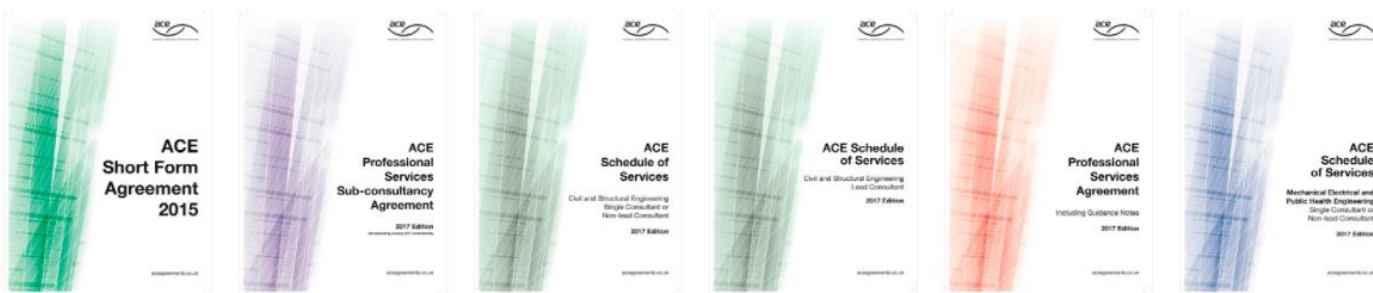
1998, 2002 Versions: Scale fees no longer included

2009 Versions: Schedules of Services separated from the main Agreement

2015: ACE Short Form published

2017: ACE Professional Services Agreement, Sub-Consultancy Agreement and new Schedules of Services

2019: ACE Professional Services Agreements Advisory, Investigatory and other Services. Consumer Agreement and Certification of Structural Design



Incorporation of terms by reference

Make sure you are promoting best practice

- ✗ Don't risk misunderstanding what has been agreed
- ✗ Don't risk unlimited liability
- ✗ Don't risk good working relationships
- ✗ Don't waste time and avoid costly disputes

- ✓ Do complete and sign an appropriate up to date Standard Form
- ✓ Do agree the scope of services and the cost
- ✓ Do consider the effect of any proposed amendments
- ✓ Do ensure all the Ts and Cs are clearly set out and none are
“incorporated by reference”

Some topics to be considered in relation to risk

- Fitness for purpose
- Unlimited liability
- Joint liability
- No disclaimer of liability
- Client to pay for additional work
- No imposition of absolute or strict obligations without appropriate qualification
- Collateral Warranties



BEALE & CO

CONSTRUCTION ENGINEERING & INFRASTRUCTURE

ACE Emerging Professionals Webinar on ACE Agreements

Robert Read, Associate

Schedules of Services

- + Set out services consultant agrees to provide
- + 4 ACE templates
- + Following the stages of the RIBA Plan of Work
- + Can accommodate BIM

Payment

- + Instalments
- + Time based, lump sum fee or percentage of project cost
- + Costs and expenses
- + Payment process
 - Complying with the Construction Act
 - Due date, final date for payment and deadline for pay less notices

What might go wrong if a bespoke agreement is used or inappropriate amendments are made

- + Compliance with PI insurance requirements
- + Avoiding absolute and “fitness for purpose” obligations
- + Risk for unlimited liability
- + Loss of rights to use designs
- + Unavailability of PI insurance

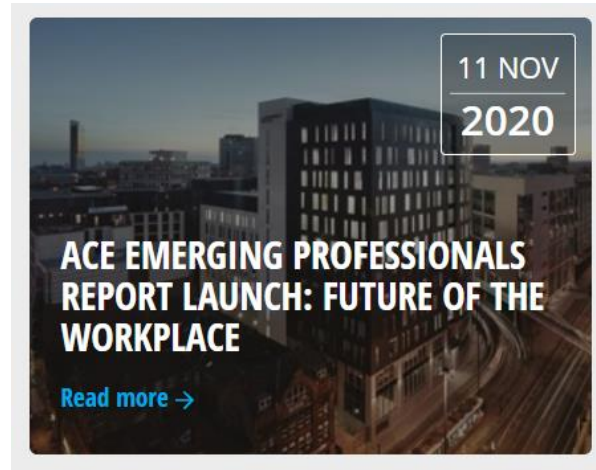
Contact

- + Robert Read
- + T: +44 (0) 20 7469 0422
- + E: r.read@beale-law.com



Questions

Upcoming webinars



Find out more and register here: www.acenet.co.uk/events/

Thank you!