

Working with Inspecting Architects and Surveyors

This guidance document forms the formal advice of the Leeds Diocesan Advisory Committee for the Care of Churches, and is designed to be read alongside the Leeds DAC guidance on *Appointing a New Inspecting Architect or Surveyor* (downloadable from the Leeds DAC website [here](#)), the Church Buildings Council (ChurchCare) guidance note on *Commissioning Quinquennial Inspection Reports* (downloadable from the Church of England website [here](#)) and the Leeds Diocesan Scheme for the Inspection of Churches (downloadable from the Leeds DAC website [here](#)).

To save repetition, in this guidance note the word “architect” should be taken to include “building surveyor”.

1. QUINQUENNIAL INSPECTIONS

All parish churches, consecrated churches and chapels and buildings licensed for public worship must be inspected at least once in any five-year period in accordance with the Inspection of Churches Measure 1955 (as amended 1991). This resulting report is known as the Quinquennial Inspection Report (often referred to as the QI or QIR).

During the six months leading up to the date when the church is due for a quinquennial inspection, it is the responsibility of the PCC to contact the inspecting architect to arrange an inspection. At this point, the PCC should make the decision whether to reappoint the present architect or to go out to tender for a new architect. Further guidance on the appointment of inspecting architects, and the reasons you might be considering a new architect, is provided in the separate DAC guidance document on this subject. If you wish to appoint a new architect, you must inform the DAC, so it can confirm if the architect has appropriate experience and so it can update its records.

Even if you are carrying on with your existing architect, it would be advisable at this stage to contact the architect to discuss the fee for the inspection and report. This should be agreed in advance.

On the day of the inspection, the architect should be given access to all areas of the church building. Further information about preparing for a quinquennial inspection is provided in the Church Building Council document on this subject.

After the inspection, the architect should send the report to the PCC, the DAC and the Archdeacon within three months of the inspection date in accordance with the Leeds Diocesan Scheme. The preferred format for receipt of quinquennial inspection reports by the DAC is electronic with most Archdeacons preferring electronic copies too (please check with your Archdeacon). The DAC will make note of receipt of the report on its

register and will ensure that it is uploaded to the Online Faculty System/Church Heritage Record (CHR). Alternatively, architects can use the template on the CHR to prepare the quinquennial inspection report directly.

Once the PCC receives the quinquennial inspection report it must read through the report carefully. The architect will provide a list a works in order of urgency in the report and the PCC should make immediate plans to address any repairs that have been highlighted as urgent. If, for any reason, the PCC is unable to implement any of the urgent works, it is advised to discuss this with its Archdeacon or with the DAC for advice. When the DAC and Archdeacon receive the report, they will also read it through, to check that it adheres to the requirements of quinquennial reports and to make themselves of any work that the PCC may be needing to address.

The architect may also provide an opinion on the level of permission that the PCC should obtain before starting the repairs. These will fall into one of three categories:

- List A – works that do not need any permission;
- List B – works that will need permission from the Archdeacon;
- Faculty – works that will require permission from the Chancellor of the diocese.

Whilst architects provide advice on the level permissions in good faith, some cases are less clear-cut and the requirements and interpretation of the legislation regarding faculties can vary from diocese to diocese. As such, consultation with the DAC on all planned repairs and confirmation of the level of permission required is vital.

2. ARRANGING WORKS IN THE CHURCH

The named inspecting architect must be engaged to carry out quinquennial inspections. In addition, as part of the process of applying for faculty or List B permission your inspecting architect will need to be consulted in most instances, except for works that have no impact on the fabric of the building (such as disposal or introduction of non-fixed furniture or church plate).

Although the inspecting architect must be consulted, PCCs are not obliged to engage their inspecting architect for individual projects. However, with their in-depth knowledge of the church gained from personally carrying out inspections, they are ideally placed to draw up schemes and specifications for all levels of work in the specific church building, from minor repairs to major reorderings. More generally, an inspecting architect will already have demonstrated during the appointment process that they are an appropriately qualified professional, often with many years' experience of working with church buildings.

PCCs are therefore advised to consider approaching their inspecting architect first and at an early stage to discuss plans for works in the church. If, despite the advantages of working with the inspecting architect, a PCC is considering appointing a different project

architect for an individual piece of work, the PCC should let the inspecting architect know, in order to avoid potential animosity. The PCC is also advised to invite its inspecting architect to tender in any competitive appointment. It should also be noted that any project architect will be expected to have the same level of experience as set out in the DAC's guidance note on *Appointing a New Inspecting Architect or Surveyor*.

Architects will prepare drawings and specifications for a project, in support of faculty applications. Once permission is granted, they are generally used to project manage building works on behalf of the PCC, particularly in the case of larger and more complex projects. Architects have the experience of tendering for and working with trusted contractors, specialists and other professionals involved in the building industry and ensuring that they have appropriate credentials and insurances.

3. FEES

Advice on initial agreement of fees and setting out the terms of appointment are set out in the DAC guidance on *Appointing a New Inspecting Architect or Surveyor*. Fees are obviously an important consideration, so advice on this matter is reiterated and expanded below, as it regards individual projects (as opposed to quinquennial inspections).

PCCs should negotiate fees with the architect before any preparatory work begins on any project. It should be noted that architects are professionals and PCCs cannot expect them to work on behalf of the church for free or at a reduced rate. The fees should be fair to both parties and sufficient to ensure that a proper professional service will be provided.

Quinquennial inspections are usually charged for on a lump sum basis, which may vary depending on the size of the church. For individual project works, fees may be on the basis of a percentage of the cost of the works, which is usual for large scale projects, or on a time and expenses basis or on a lump sum basis, which is suitable for feasibility studies and smaller projects. Lump sum fees normally require a high level of definition in the scope of work to be carried out.

A PCC and architect must be clear on the fee arrangement and ensure that the total projected cost of fees, when fees become due, whether fees are to be paid in instalments and scenarios where additional fees may be incurred are agreed from the outset. This will avoid any possible conflict about the payment of fees once the project is concluded. It is important to note that, once an architect has been commissioned or undertaken work on behalf of the parish, fees are payable and if their appointment is terminated abortive fees are likely to be charged, even if no building work has been done.

PCCs should also be aware that:

- Where other consultants are required, their fees are in addition to the architect's fees, unless there is a lump sum contract which specifically details and covers sub-contractors. The PCC should establish at the outset what roles the architect will be fulfilling and which roles will be undertaken by separate contractors. The architect will sometimes fulfil roles such as project manager and principal designer but these may be separate professionals. There may also be structural engineers, quantity surveyors and various other buildings specialists.;
- Local Authority charges for Planning and Building Regulation submissions are normally paid directly by the PCC;
- Allowances should be made for VAT payable at the current rate on fees and on most types of building work. Where the church is listed, VAT can currently be reimbursed through the 'Listed Places of Worship Grant Scheme' on eligible repair work and associated fees. This programme has been confirmed until 2020 and further guidance can be found on the dedicated website, accessible [here](#);
- A "Fixed Price" contract does not necessarily mean there will be no increases in costs. Variations may occur in relation to unforeseen additional work. Such increases will reflect in the VAT payable and architect's fees;
- Before any work is undertaken, the church's insurer must formally be advised about the proposed work. This is especially important where scaffolding is to be erected or 'hot works' undertaken. Failure to advise your insurers may result in a loss of insurance cover. In many cases a small additional premium will be payable.

4. WHEN THINGS GO WRONG

The relationship between the inspecting architect and PCC should be one of ease and mutual trust. The architect's responsibility is to help the PCC to care for the church building and the PCC's responsibility is to follow the advice of the architect. Finding the right architect is important and can lead to many years of a good professional relationship.

However, very occasionally the relationship between a PCC and its inspecting architect will break down. This can be caused by a number of factors such as unexpected high fees, dissatisfaction with a piece of work or the architect consistently failing to respond to requests by the PCC in a timely fashion. When a PCC is unhappy with the architect, it is possible to terminate their employment and engage a new architect.

Before the PCC takes steps to terminate their employment of an inspecting architect it should do the following:

- Carefully read through any terms of engagement that the PCC has signed with the architect to ensure that the PCC's expectations have not been too high. It could be that the architect is working within the agreed terms set out in the contract.
- Send a formal letter to the architect stating the PCC is not happy with the service the architect is providing. Be specific and offer up examples of where the architect has failed to meet any agreed terms. Offer to meet with the architect to discuss the situation. It may be that the relationship can be improved by talking through any issues or by a renegotiation of fees.
- If the PCC still wishes to continue with terminating the employment, send out a letter informing the inspecting architect that the PCC no longer wishes to engage their services and give a specific date for the termination.
- The architect will then draw up a final bill for any outstanding works done for the PCC. This may include fees for any outstanding expenses, drawings or plans for future works which have not yet come to fruition. Once this bill is paid in full the PCC can look for a new inspecting architect.

Please note, a PCC will not be able to engage a new architect if it still owes money to another architect. This is in line with the Code of Practice of the Royal Institute of British Architects (RIBA).

If you have any queries please contact **Lisa McIntyre** – DAC Secretary - on 0113 3530 277 or lisa.mcintyre@leeds.anglican.org

Disclaimer: The advice and information within this document is given in good faith and is based on our understanding of the current law. The DAC cannot accept any responsibility whatsoever for any errors or omissions which may result in injury, loss or damage including consequential or further loss. It is the responsibility of the PCC to ensure that it complies with its statutory obligations.