
Introduction

Although written for architects, other members of the construction industry may find this book useful. It is a book of standard letters; the sort of letters that have to be written time after time. An attempt has been made to include all the common situations which an architect will encounter when dealing with a project. It is, of course, an impossible task, and it is inevitable that some situations suitable for a standard letter fail to appear. I should be glad to receive, care of the publishers, any suggestions for standard letters for inclusion in a later edition.

These letters are not intended to relieve the user of the necessity of understanding the contracts, they are simply to relieve the tedium of composing letters for fairly standard situations. In order to reduce the large number of letters to manageable proportions, they have been divided into sections which follow the RIBA Plan of Work. It should be noted that the RIBA Plan of Work was revised in 1999 and again in 2007 and, so far as possible, the division into sections in this book has been arranged according to the latest Plan. Letters have been arranged in what appears to be a logical order.

Unless otherwise stated, all contractual letters are suitable for use with the JCT Standard Building Contract (SBC), the JCT Intermediate Building Contract (IC), the JCT Intermediate Building Contract with contractor's design (ICD), the JCT Minor Works Building Contract (MW), the JCT Minor Works Building Contract with contractor's design (MWD), the JCT Design and Build Contract (DB) and the General Conditions of Contract for Building and Civil Engineering (GC/Works/1 (1998)). Where different contracts require a different letter, a note indicates the fact. Although, in general, each letter deals with a separate item for the sake of simplicity, it is appreciated that such items are in practice often gathered into one letter. Standard items readily available elsewhere, such as standard forms of tender, certificates and other forms of various kinds, are not included. Letters dealing with architects' terms of engagement refer to the following RIBA forms: SFA/99 (April 2004 update), CE/99 (April 2004 update), SW/99 (April 2004 update), S-Con-07-A and C-Con-07-A as appropriate.

The following points should be borne in mind when using this book:

- Every letter should have a heading giving the project title. Headings have been omitted for simplicity's sake.
- It has been assumed that the contractor is a corporate body, referred to throughout as 'it'.

- Variants are usually given in the same letter, but if it is more convenient or less confusing or an important letter is concerned, separate alternative letters are given and indicated by adding a, b, c, etc., to the end of the description.
- The terms 'architect', 'client' or 'employer' have been used throughout for consistency, but it should be noted that, when using GC/Works/1 (1998), the architect is termed the 'PM'. Letters normally written by the architect under other forms of contract are sometimes written by the employer under GC/Works/1 (1998).
- When using DB, the term 'architect' should be read as 'employer's agent' and it is assumed that the architect is taking this role. The complexities of 'consultant switch' and novation in connection with DB have proved too much to handle in a book of this kind and, in any event, they are not to be encouraged, because they result in conflict of interest. That does not mean that some of the letters cannot be used in these circumstances, but especial care must be taken. However, some letters have been included to deal with common situations if the architect is employed by the contractor which itself is employed under DB.
- It has been assumed that the Supplemental Provisions have been used with DB.

A word of warning: standard letters can be very useful, but they can also be dangerous if they are used without thought. Always consider carefully whether a standard letter is really appropriate in the circumstances. If in doubt, seek advice.