**Agreement form for simplified agreements on consultancy services and assistance for building and construction works in accordance with ABR Forenklet (ABR-F) (Simplified General Conditions for Consultancy Services for Building and Construction Works)**

The form is used together with the Simplified General Conditions for Consultancy Services and Assistance

 “ABR Forenklet”

The agreement form has been developed by The Danish Association of Architectural Firms and The Danish Association of Consulting Engineers, FRI.

|  |  |
| --- | --- |
| **1.** | **Parties** |
|  | 1.1 | The undersignedrepresented by:      |
|  |  | hereinafter referred to as the “Client”, and |
|  | 1.2 | The co-signatoryrepresented by:      |
|  |  | hereinafter referred to as the “Consultant”,have entered into the following Agreement: |
| **2.** | **The Task** |
|  | 2.1 | The Agreement comprises consultancy services and assistance in relation to      |
|  | 2.2 | The following subconsultants are involved in the Project      |
|  | 2.3 | Furthermore, the Client has attached the following other consultants to the task      |
|  | 2.4 | Other: |
|  |  |  |
| **3.** | **Agreement basis** |
|  | 3.1 | Simplified General Conditions for Consultancy Services and Assistance for Building and Construction Works, ABR Forenklet (ABR-F), with the amendments and addenda specified in this agreement. Description of Services: |
|  | 3.2 | The following client documents      |
|  | 3.3 | Authority      |
| **4.** | **Services to be provided by the Consultant** |
| **5.** | **Services to be provided by the Client**      |
| **6.** | **Milestones** |
|  | 6.1 Expected commencement and end time for the completion of the Project 6.2 Deadlines for the Client’s decisions6.3 Deadlines for processing by the authorities6.3 Any other deadlines:      |
| **7.** | **Financial basis for the completion of the project** |
|  | 7.1 The financial framework of the Project 7.2 Budgetary assumptions |
| **8.** | **Fee** |
|  | 8.1 Type of fee and rates 8.2 Index: Pursuant to ABR-F, Section 23 (4), fixed fees and hourly rates are indexed after 12 months according to Statistics Denmark’s quarterly index of average earnings in corporations and organisations by industry and seasonal adjustment (ILON12) with MA consultancy etc. as the selected industry. |
| **9.** | **Expenses** |
|  | In accordance with ABR-F, Section 23 (7) |
| **10.** | **Payment of fee and expenses** |
|  | In accordance with ABR-F, Section 24.  |
| **11.** | **Responsibility** |
|  | Unless otherwise agreed, the Consultant’s total financial responsibility, regardless of the number of damages, is limited to DKK 2,500,000, cf. ABR-F, Section 38. |
| **12.** | **Insurance** |
|  | The Consultant has taken out professional insurance with       |
| **13.** | **Disputes** |
|  | In accordance with ABR-F, Chapter J.       |
| **14.** | **Special provisions** |
|  |       |
| **15.** | **Annexes** |
|  |       |
| Date |  | Client |  | Date |  | Consultant |

**Instructions for the agreement form for simplified agreements on consultancy services and assistance for building and construction works in accordance with ABR Forenklet (ABR-F) (Simplified General Conditions for Consultancy Services for Building and Construction Works)**

Developed by FRI (The Danish Association of Consulting Engineers) and The Danish Association of Architectural Firms.

**General**
The agreement form and the following instructions have been designed for tasks involving technical consultancy services without project planning or with small-scale project planning and do not apply to consumers. In consumer affairs, ABR-F can be used by agreeing on the consumer appendix “Appendix to ABR-F for Agreements in Large Consumer Cases”. In small cases where the Client is a consumer, it is recommended to use GBF 19.

In the instructions, conditions that specifically need to be observed in connection with entering into an agreement in accordance with ABR-F are explained. If the provisions are to be waived, this must be stated in the agreement, cf. ABR-F, Section 1 (2).

In the Agreement, the following must have been decided: the scope of the consultancy services, the fee of the Consultant, the financial framework, which decisions the Client must make, in which form the solution should appear, and a schedule that states the commencement and end time for the execution of the task in accordance with ABR-F, Section 4 (2) (a-f).

If the task is regarding a building and construction works, it must also be decided to which extent the Consultant must carry out the management of the planning of the project, construction management, professional supervision, project follow-up, cf. ABR-F, Section 4 (3).

**re. 1.1**
Here, the Client’s/Company’s name, address, and CVR-No. (Company Registration No.) must be specified. If more people or companies are the “Client”, all names must be stated here, including CVR-nos.

**re. 1.2**
In the case of joint consultancy, name and address must be stated.

In the case of full-service consultancy, the name and address of the lead consultant/group/consortium and the group leader must be stated.

**re. 2.1**
First, the nature of the consultancy services must be specified, e.g., full-service consultancy, joint consultancy, client consultancy, feasibility studies, environmental and energy consultancy, etc.

Subsequently, specific information about the project is stated. This might include the name of the project, its type (e.g., new construction, rebuilding or extension, renovation), size and location (e.g., address and cadastre), and a description of the task itself (a generic description of what the project comprises).

Ex. 1 (business cases): The agreement comprises consultancy services and assistance regarding architectural and engineering works (full-service consultancy) in connection with the renovation of the day-care centre Mariehønen, located on X street, no. Y, cadastre No. Z. The project includes the replacement of 300 sq.m. of roofing, renovation of 1 bathroom and 3 toilets, and the establishment of a playground.

Ex. 2 (consumer cases): The agreement comprises consultancy services and assistance regarding architectural and engineering works (full-service consultancy) in connection with the renovation of 10 cooperative housing properties located on X street no. Ya and Yb, cadastre no. Z. The project comprises the establishment of 8 balconies, 10 new bathrooms, and the merging of 8 kitchens and rooms.

NB! In the case of example 2 concerning consumer cases, The Danish Association of Architectural Firms and FRI’s “Appendix to ABR-F for Agreements in Large Consumer Cases” must be included in the agreement basis.

In agreements with subconsultants, it is important that the subconsultant be liable under the same conditions as the Consultant, since the Consultant otherwise risks being sued at the district court without being able to involve the subconsultant. Furthermore, the Consultant risks being left with sole liability for the last 5 years (of the 10 years that the consumer is entitled to) if the subconsultant is only liable for 5 years – so this is very important!

In case of joint consultancy, it must be specified whether the task only comprises architectural works and/or engineering works, including, e.g., plumbing, construction, electricity, ventilation, etc.

Actual services shall not be listed at this point.

**re. 2.2**
Here, the subconsultants that the Consultant has entered into an agreement with in connection with the task shall be specified, cf. ABR-F, Section 7.

**re. 2.3**
Here, the other technical or other external consultants with which the Client has entered into an agreement or intends to enter into an agreement must be specified.

**re. 2.4**
In case of a building and construction task, any project planning manager etc. must be specified under this paragraph.

**re. 3.1**
The Danish Association of Architectural Firms and FRI’s description of services for Building and Landscape 2018 may be relevant for project planning tasks, but another one of The Danish Association of Architectural Firms and FRI’s descriptions of services may be the right one to refer to in relation to a specific task, e.g., regarding client consultancy. It remains important that the descriptions of services are specific to each project – see below in paragraph 4.

**re. 3.2**Here, any other basis for the task is specified, which the Client provides to the Consultant concurrently with the Agreement.

The basis must be unequivocally stated.

If the Client must provide further materials, this shall be indicated in paragraph 5.

**re. 3.3**
It should be decided in the Agreement whether and to which extent the Consultant shall have the authority to act on behalf of the client.

**re.  4**
In the Agreement, the scope of the consultancy services must be decided, including the services that the Consultant must provide and any requirements to documentation, cf. ABR-F, Section 4 (2) (a), and it must be decided in which form the solution should appear, cf. ABR-F, Section 4 (3) (e).

If the task is regarding a building and construction works, it must also be decided to which extent the Consultant must carry out the management of the planning of the project, construction management, professional supervision, project follow-up, cf. ABR-F Section 4 (3).

Here, the services that the Consultant must perform in accordance with the Agreement, e.g., with regard to the relevant points in The Danish Association of Architectural Firms and FRI’s descriptions of services.

If demands are made for additional services (“other services”) mentioned in The Danish Association of Architectural Firms and FRI’s descriptions of services, the contracting parties must specify the scope of these services.

It is recommended to enclose any description of services for the specific project as an annex to the consultancy agreement.

In the event that the descriptions of services of the organisations are not used, a clear, precise and unequivocal description of the services to be provided must still be available in order to comply with the requirements for clarity of ABR-F.

If the Consultant’s assistance is remunerated according to two or more different principles for fee calculation, cf. paragraph 8, the services that are remunerated according to the same principles shall be stated collectively.

If the Client is able to predict, but has yet to clarify, a need for an extension of the Consultant’s assistance, a provision may be included regarding a possible extension of the assistance. The provision shall also state whether the extension will be implemented by annotation to this Agreement or via another written statement, but a written agreement should always be made regarding additional work.

**re.  5**
In this section the decisions that the Client is to make in connection with the completion of the task must be determined, cf. Section 4 (2) (d).

The Client’s services are typically described in the descriptions of services of the organisations, but it may still be necessary to further specify these in the Agreement in relation to the specific task.

If the descriptions of services of the organisations are not used, it is necessary to state specific client services.

**re.  6**
In this section, the schedule with the specification of the commencement and end times for the performance of the task must be decided upon, cf. ABR-F, Section 4 (2) (f) and Section 12, and the Client’s deadlines for making decisions, approval by the authorities, etc. must be specified here. ‘If a daily penalty has been agreed upon, cf. ABR-F, Section 29, the size as well as the possible deadlines shall be stated under this paragraph. If a daily penalty has been agreed upon, cf. ABR-F, Section 29 (2), the size shall be stated under this section.

**re. 7**
Here, the total financial framework for the completion of the task must be indicated, cf. ABR-F, Section 4 (2) (c) and Section 5 (3) (a). The budgetary assumptions must be stated including relevant indices, levels of quality and the risks that have been calculated in the financial framework. For each estimate, information must therefore be provided specifying what the estimate includes.

**re. 8**

In this section, the Consultant’s fee must be decided, including the type of fee and rates, cf. ABR-F, Section 4 (3) (b).

If the Agreement is formulated in such a way that the scope of services can be adjusted on an ongoing basis, an agreement should, if possible, be entered into on the type of fees for these ongoing extensions.

The fee for services, cf. the Agreement’s paragraph 4, that are remunerated following the same calculation principle are stated collectively.

Indexing happens in accordance with ILON12, which is the relevant index for consultancy services that the notes to ABR 18 refer to.

**re.  9**
ABR-F, Section 23 (7) indicates what is regarded as an expense. If you would like to add amendments/addenda, these must be specified in the Agreement. It is recommended that mileage allowance is decided upon in the Agreement.

**re. 10**
The fee may be required to be paid in arrears on a monthly basis, cf. ABR-F, Section 24 (1), unless another payment plan has been agreed upon, cf. Section 24 (2).

In case of late payment. interest on arrears and fees shall be calculated according to the provisions in the Danish Interest Act with Executive Order 459 of 13 May 2014. It is, however, noted that the 15 days are days of grace, meaning that interest can be charged from the receipt of the invoice if the payment deadline is exceeded.

**re. 11**
If ABR-F’s rules concerning liability in cases of errors and omissions are used, it is unnecessary to include further liability provisions in the Agreement. An independent statement that the “Consultant is liable in accordance with the general rules of Danish law on liability” is not in accordance with ABR-F and should be avoided.

The Parties may agree on limitations to liability for the specific project. If nothing else has been agreed, the limitation of liability is DKK 2.5 million, cf. ABR-F, Section 38.

**NB! In case the Consultant’s client (the Client) is a consumer and this agreement form is used between Consultant and subconsultant, the below text must be inserted in paragraph 11:**

“To the extent that the Consultant’s client (the Client) is a consumer, ABR-F, Section 39, does not apply between the Consultant and their subconsultant. The subconsultant may, in this situation, be held liable for errors etc. for up to 10 years. Legal action must be brought against the subconsultant within a period of 3 years after the actionable error has been detected or should have been detected, cf. Consolidated Act no. 1238 of 9 November 2015 on the limitation of claims (The Limitation Act).”

**re. 12**
The Consultancy fee must be covered by liability insurance, cf. ABR-F, Section 8.

**re. 13**
Since ABR-F, section J is comprehensive, further additions should not be made.

**NB! In case the client (the Client) is a consumer and this agreement form is used between Consultant and subconsultant, the below text must be inserted and replace the text in paragraph 13:**

“To the extent that the Consultant’s client (the Client) is a consumer, ABR-F, section j does not apply between this Consultant and their subconsultant if the Client chooses to take legal action against the Consultant at the civil courts. In this situation, the subconsultant is required to accept civil lawsuits if the subconsultant must be included in a trial.”

 **re. 14**
Here, provisions may be added that were not possible to incorporate under one of the previous paragraphs or explanatory comments. The need for any special consultancy deemed necessary is established. Furthermore, agreement is reached on whether this assistance should be paid directly by the Client or as an expense, cf. ABR-F, Section 23 (7).

Or special agreements on ICT (specifications) may also be added.

**re. 15**
Any annexes should be dated and enclosed with the Agreement.