



Program and Constraints

The prerequisites and necessary steps to good contracts. The First appointment.

Program requirement and development

The program must be set by the client. The architect can help define their needs and transcribe them in writing.

Appendix "The project owner of the program" is an outreach document with the client. It's very detailed content includes two parts:

- A section on "objective" information relating to the Client (family composition, information on the ground, overall budget, work and supplies that the client wishes to reserve)
- Part of the required program elements compiled by the client is of actual work (its content is an integral part of the contract).

This document is not exhaustive, it allows the developer to establish the needs and expectations. It indicates the programming elements required for the client and the level of services expected, allowing the architect to identify the wishes.

Do not forget to make clear to the client if he wishes to include:

- minimal surfaces,
- special construction methods,
- specific materials or processes,
- thermal labels, etc.

The clients budget

What amount is available and what works: It is important to explain to the client that the budget includes all expenses related to the transaction (excluding land acquisition) connections to networks, VRD, amount of work, architect fees, any others fees, design offices, fresh soil studies, fees thermal studies, etc.

The architect must verify the adequacy of the budget of the client to the project from the first interviews. Never underestimate to please his owner.

If the budget is not sufficient: It is imperative to reject unrealistic demands both technically and financially. The responsibility of the architect could be questioned if it suggests to the Client that the budget is sufficient, while, even after consulting contractors, the project will prove unfeasible.

Work or supplies that the client reserves

For budgetary reasons, the client may wish to do some of the work himself. It should list them specifically in the program page.

Depending on the importance of this work, it will be necessary at the time of signing the contract, to negotiate with the client the impact of the work reserved, both the amount of the architect's fee as the level of responsibility.



The operation is financed by a bank loan

If the transaction is financed by a loan contracted by the client, the provisions of the Act apply to Scrivener architect contract which is concluded under the condition of obtaining the loan (this law is public order, it can not derogate). In case of loan denial, the architect can be forced to reimburse the fees. That is why Article 14.2 of the contract provides that the owner is obliged to contact various banking organizations to obtain several preliminary loan offers within a month that begins at the day of signing the contract. The ideal is not to start work as the client has not got an agreement on the loan application.

In the event that the owner can finance the preliminary studies without resorting to a loan, it is recommended to conclude initially a contract for preliminary studies, which allows the architect to advance his studies without being under the Scrivener device.

More: see entry n° 1 "Protection of property borrowers - Scrivener device"

The signing of the program

Once the program and expectations are well defined, the architect will ensure that the program is signed by the client

The documents to be provided by the client

These documents are defined in the contract. This is all legal and technical information in the possession of the owner: title, easements, planning permission, separate boundaries, building regulations, rules and specifications subdivision charge any previous studies , surveyor surveying, boundary plan, results and analysis of the drilling campaign, climatic, seismic, exhibition plans to natural and technological hazards, or other photographic documents for project integration in the site.

Particular point on the draft statement of work in the vicinity of underground services, overhead or underwater pipelines.

From 1 July 2012, any client who is considering carrying out work must check beforehand if it exists in or near the influence of the work of underground networks, or overhead or underwater pipelines.