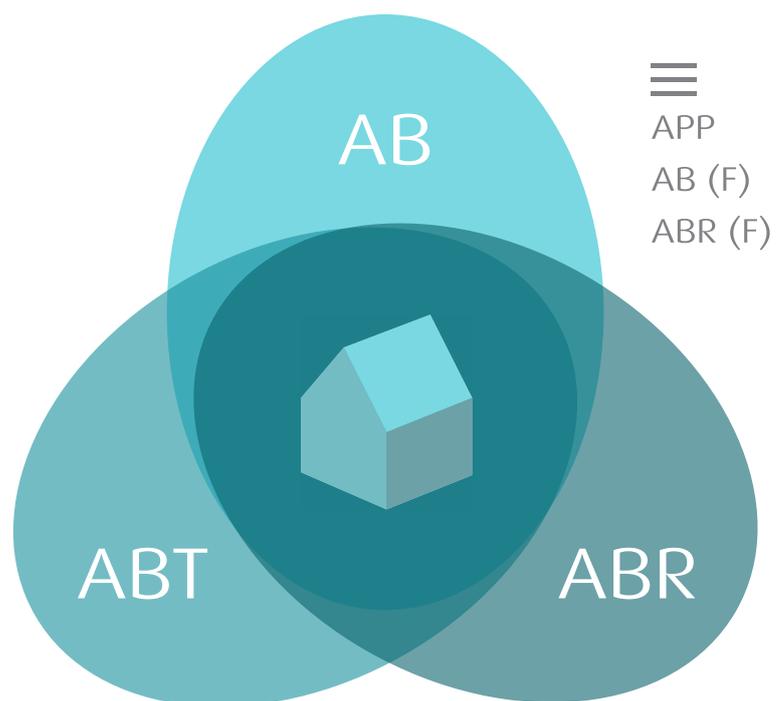


General conditions

for consultancy services for building and construction works (ABR 18)



These 'General conditions for consultancy services for building and construction works' (ABR 18) have been prepared by a committee appointed by the Minister for Climate, Energy and Building in accordance with Report 1570 issued on 21 June 2018, comprising representatives of the following organisations:

- **BL, Danmarks Almene Boliger**
BL – Danish Social Housing
- **Bygherreforeningen**
Danish Association of Construction Clients
- **Bygningsstyrelsen**
Danish Building and Property Agency
- **Danske Arkitektvirksomheder**
Danish Association of Architectural Firms
- **Dansk Byggeri**
Danish Construction Association
- **Danske Regioner**
Danish Regions
- **Dansk Industri**
Confederation of Danish Industry
- **Foreningen af Rådgivende Ingeniører**
Danish Association of Consulting Engineers
- **Kommunernes Landsforening**
Local Government Denmark
- **Kooperationen**
Danish Cooperative Employers' Association
- **SMVdanmark (tidligere Håndværksrådet)**
SMEdenmark (formerly the Danish Federation of Small and Mediumsized Enterprises)
- **TEKNIQ**
TEKNIQ - Danish Mechanical and Electrical Contractors' Association
- **Vejdirektoratet**
Danish Road Directorate
- **Voldgiftsnævnet for bygge og anlægsvirksomhed**
Danish Building and Construction Arbitration Board

Prevailing Language

The Danish language version of these general conditions shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.

English version published 13 December 2018

General conditions for consultancy services for building and construction works (ABR 18)

A. Contractual basis

Clause 1. Application

Subclause (1) These general conditions are intended for use in relation to contracts on consultancy services for building and construction works when the client is not a consumer. The conditions apply once they have been accepted by the parties to the contract.

Subclause (2) Deviation from the conditions is only valid if the points to be deviated from are clearly and explicitly specified in the contract.

Clause 2. Definitions

Subclause (1) 'Interface' between consultancy services means the part of a service which links up to another service and which is dependent on or influences such other service, thus necessitating mutual coordination. The relationship to existing buildings or structures may also constitute an interface.

Subclause (2) 'Quality assurance' means activities intended to prevent defects in a building or structure and to ensure that a chosen quality level is maintained during the design and execution stages.

Subclause (3) 'Design scrutiny' means coherent and systematic review of a project design as part of quality assurance intended to assess the ability of the design to meet design requirements and to identify relevant problems.

Subclause (4) All amounts are exclusive of VAT unless otherwise stated.

Subclause (5) 'Working days' are all weekdays from Monday to Friday, with the exception of public holidays, Labour Day (1 May), Constitution Day (5 June), Christmas Eve (24 December) and New Year's Eve (31 December).

Clause 3. Governing law

Subclause (1) The legal relationship in its entirety is to be governed by Danish law.

Clause 4. The consultancy contract

Subclause (1) A consultancy agreement is entered into once a consultancy contract is signed or a tender submitted by the consultant is accepted in writing.

Subclause (2) The contract must also include provisions concerning the following:

- a) the scope of consultancy services, including the services to be provided by the consultant;
- b) the consultant's fee, including fee type and rates;
- c) the financial framework for the consultancy services and the budgetary assumptions on which it is based;
- d) the type of organisation in which the consultancy services are to be provided;
- e) the decisions to be made by the client in connection with the provision of the consultancy services;
- f) the form of the consultancy services to be provided; and

- g) the agreed master programme specifying the end and start dates for the provision of the services as well as any crucial time limits for earlier completion of the individual services to be provided by the consultant (interim deadlines).

Subclause (3) The contract may set out time limits for client decisions and services as well as for providing necessary material and obtaining regulatory permits.

Subclause (4) If the services involve the design of building or construction works, the contract must also include provisions concerning the following:

- a) the total financial framework for the design and execution of the works, as well as the budgetary assumptions on which the framework is based, if such a framework has been determined;
- b) the time limit for the consultant's preparation of a service provision schedule in accordance with clause 12 and the expected end date for the execution of the contract.

Subclause (5) If the contract concerns building or construction works, the contract may also state the type of organisation in which the contract is to be executed.

Subclause (6) If the contract is based on a tender submitted by the consultant following a call for tenders by the client, the following order of priority will apply in the event of conflict between the provisions of the contract documents unless otherwise provided by general principles of interpretation:

- a) the consultancy contract;
- b) letters exchanged, minutes of meetings or written material containing agreed changes to, additions to or clarifications of the tender documents or the actual tender, and which are after the tender date;
- c) the consultant's tender;
- d) letters exchanged, minutes of meetings or other written material containing agreed changes to, additions to or clarifications of the tender documents which are after the date of the tender documents, but before the tender date;
- e) the client's tender documents;
- f) ABR 18.

Clause 5. The client's call for tenders

Subclause (1) A call for tenders means the client's invitation to submit tenders.

Subclause (2) The tender documents must contain information about the conditions that will apply to the consultancy contract, including information about the matters listed in clause 4, subclauses (2) and (4), except for matters in relation to which the tender documents specify that the consultant has to submit a competitive tender.

Subclause (3) If the consultant is requested to submit a tender for a fixed fee, a fee based on construction costs or a fee based on hours spent with a maximum amount, the tender documents must provide information about all the other matters stated in clause 4, subclauses (2), (4) and (5).

Subclause (4) In addition, the tender documents must include information about other matters that are considered to be of significance to the consultant's tender.

Subclause (5) Tenders are submitted on the basis of the information contained in the tender documents. Depending on the level of detail of the documents, the fee type and the services to be

provided, the documents must be drafted in such a way that both the services and the terms and conditions are clear.

Clause 6. The consultant's tender

Subclause (1) The tender includes only services that are designated as forming part of the contract according to the tender documents or the tender.

Subclause (2) Any consultant reservations regarding or deviations from the tender conditions must be clearly and collectively stated in the tender.

Subclause (3) The tender acceptance period is twenty working days from the date of the tender. If the client's invitation to tender is sent to two or more tenderers with a deadline for submission of tenders, the twenty working days are counted from the deadline stated in the tender documents.

Subclause (4) The client must as soon as possible notify tenderers whose tenders are not accepted.

Clause 7. Subconsulting

Subclause (1) To the extent that it is customary or only of minor importance for services to be provided under a subconsultancy contract, the consultant may entrust the provision of the services to third parties. The parties may agree, however, that all or specified parts of the services are to be provided by the consultant or by a specific subconsultant, with the effect that the client's approval is required if the consultant desires to subcontract the provision of such services.

Subclause (2) Approval by the client in accordance with the second sentence of clause 7, subclause (1), may be refused only if such refusal is reasonably justified by the circumstances of the appointed subconsultant, including the subconsultant's qualifications, financial situation or failure to provide documentation in accordance with the third sentence of clause 7, subclause (3). At the client's request, the consultant must notify the client of these circumstances as soon as possible. The client must issue a reasoned written approval or refusal as soon as possible after the consultant has given notification of the appointment of a subconsultant and the circumstances of the subconsultant.

Subclause (3) If, before the provision of services begins, the consultant has engaged a subconsultant, the consultant must notify the client of this before the consultant begins the provision of services. If the consultant later engages or replaces a subconsultant, the consultant must notify the client of this before the subconsultant begins the works. At the client's request, the consultant must submit documentation as soon as possible to prove that a contract has been concluded with a subconsultant and that the subconsultant has acknowledged that the provisions of clause 7 also apply where a subconsultant entrusts others with the services and that the client is entitled to bring a claim for defects directly against the subconsultant in accordance with clause 7, subclauses (4) and (5).

Subclause (4) If it is considered to have been substantiated that the client is not able, or is able only with great difficulty, to pursue a claim for defects against the consultant, the client is entitled to bring the claim directly against the consultant's subconsultants if their services suffer from the same defect.

Subclause (5) Any direct claim is subject to the limitations following from the contracts both between the client and the consultant and between the consultant and the subconsultant, including liability exclusions and limitations set out in both contracts. Such a claim is also subject to the provisions of chapter J on dispute resolution. The client waives any claim for non-contractual damages against subconsultants in respect of matters covered by a direct claim

for defects. If the direct claim has been caused by an intentional or grossly negligent act of the subconsultant, the first and third sentences do not apply.

Subclause (6) The provisions of clause 7, subclauses (1) to (5), also apply where a subconsultant entrusts others with the provision of the services.

B. Insurance

Clause 8. Liability insurance

Subclause (1) The consultant and, if applicable, the subconsultants must take out usual professional liability insurance and business liability insurance unless project liability insurance has been taken out to cover the consultant's liability for such errors and omissions.

Subclause (2) On request, the parties must provide documentation proving that the insurance policies are in force.

C. Performance of consultancy services

Clause 9. Services to be provided by the consultant

Subclause (1) The services must be provided in accordance with the contract, good consultancy practices and the client's instructions. The consultant must perform quality assurance of its services.

Subclause (2) If the consultant finds that the completion of the project requires special consultancy services in addition to the consultancy services the consultant agrees to provide, the consultant must notify the client of this before the contract is concluded.

Subclause (3) If the services include the preparation of budgets and the client has defined a financial framework for design and execution of the works, the consultant must review the client's budget and budget assumptions when the provision of the consultancy services begins.

Clause 10. Types of consultancy services

Subclause (1) 'Lead consultancy services' means that a consultant or a group of independent consultants work under a single contract with the client and are in charge of all or the most important consultancy services relating to a project.

Subclause (2) 'Separate consultancy services' means that the services as a whole are provided by two or more consultants, where appropriate including a designing contractor, each consultant having signed a contract with the client.

Clause 11. Consultancy stages

Subclause (1) If the consultancy services are to be provided in stages, the parties must specify the contents of each individual stage in the contract. If the services concern building and construction works, the services may be provided in one or more of the following overall stages:

1. The project brief stage
2. The preliminary design stage
3. The detailed design stage
4. The execution stage
5. The operations stage

Subclause (2) Before completion of each stage, the consultant must scrutinise its own design.

Subclause (3) The consultant must notify the client in writing of the completion of each individual stage (notice of completion) with a view to obtaining the client's approval. The outcome of the consultant's scrutiny must accompany the notice.

Subclause (4) When forwarding the notice of completion for each individual stage, the consultant must submit an updated time schedule for the design and execution of the building or construction works.

Subclause (5) If the consultant is to prepare budgets, the consultant must submit an updated budget for the project to the client concurrently with the submission of the notice of completion for each individual stage. The updated budget must show the anticipated cost of realising the project relative to the time schedule and the quality agreed and including the variations to the project that may have been agreed. If the updated budget exceeds the most recently updated and approved budget, clause 46, subclause (1), on redesign will apply correspondingly. If at some point in time during a stage the consultant becomes aware of considerable non-compliance with the most recently updated budget or of a risk of such non-compliance, the consultant must notify the client as soon as possible, and the client must then issue instructions as to what steps are to be taken.

Subclause (6) As soon as possible after receipt of the notice of completion, the client must notify the consultant in writing whether the client agrees that the stage has been completed and whether the client can approve the services provided in that stage, the updated time schedule and the updated budget as a basis for the consultant's further work. The client's notice must state any defects in the stage completed, the updated time schedule or the updated budget and give reasons for them and state any reservations regarding the approval.

Clause 12. Service provision schedule

Subclause (1) By the deadline stated in the agreed master programme, the consultant, in collaboration with the client, must prepare a time schedule for the services to be provided by the consultant and the client, including the points mentioned in clause 4, subclause (2), para e), (service provision schedule). The service provision schedule must comply with the deadlines set out in the agreed master programme.

Subclause (2) If the consultancy services are to be provided in stages, the service provision schedule must specify when the individual stages are to be completed and handed over to the client.

Clause 13. Updating service provision schedules and time schedules

Subclause (1) Compliance with service provision schedules and time schedules must be assessed on an ongoing basis. If it seems likely that the schedules will not be observed, they must be updated stating to what extent extension of time is requested or accepted and whether the delay concerns a deadline associated with liquidated damages.

Clause 14. Design

Subclause (1) The consultant must design the entire project unless it has been agreed that parts of the project are to be designed by others, or it is customary that parts of the project are designed by a contractor (separate consultancy services). As part of the quality assurance, the consultant must scrutinise the consultant's own design, including interfaces.

Subclause (2) In case of separate consultancy services the design manager is responsible for coordination of the entire project design.

Clause 15. Digital building models etc

Subclause (1) If digital building models are to be used in the provision of the services, the consultancy contract must specify the purpose and extent of the use of such models, including whether they are to be used for planning and design as well as during execution of the works and whether a digital as-built model is to be submitted on completion of the project for use in subsequent operations and remodelling. In addition, it must be decided which design material will take precedence in the event of discrepancy between design material.

Subclause (2) A party who places a digital building model at the disposal of other parties must specify at the same time for what purposes and to what extent the model may be used, including design, quantity estimation, collision testing and execution. The party in question must also state whether a deviation from the general provision on precedence applies at the stage concerned; see the last sentence of clause 15, subclause (1).

Subclause (3) Insofar as other parties collaborating on a digital building model, including an overall digital building model, are to provide input to the model, the party which places the model at disposal must specify which input is to be provided, its form and data format as well as when it is to be provided. The client must ensure through agreement with the parties involved that they accept a duty to comply with such instructions.

Subclause (4) Data must be supplied and uploaded in open data formats. A party that supplies or uploads data must state which software has been used to produce the data formats.

Subclause (5) A party who places a digital building model at disposal bears the risk of errors in the digital model, the party's own input and interfaces with design of others in the model, but not of errors in other parties' use of the model, the input of others or the standard software used for the making of the model.

Subclause (6) If the consultant is to supply a digital as-built model on completion of the project, the consultancy contract must specify when such a model is to be submitted. The consultant must prepare a plan for the making of the model and its submission, including the input to be provided by others, in which form and data format and by what date. The provision in clause 15, subclause (3), similarly applies.

Subclause (7) The provisions in clause 15, subclauses (1) to (6), on digital building models apply likewise to other digital data with the exceptions that follow from the nature of the circumstances.

Clause 16. Information about methods or materials

Subclause (1) If the consultant's design involves the use of methods and materials that have not been thoroughly tested, the consultant must inform the client in writing of this as well as of any associated risks.

Clause 17. Client instructions concerning the execution of services

Subclause (1) The client may issue instructions concerning the execution of services.

Subclause (2) The consultant must obtain the client's decision if the contract and the basis for it do not provide sufficient guidance for the execution of services.

Subclause (3) If the consultant finds that the client's instructions under clause 17, subclauses (1) and (2), concerning the execution of the services involve a variation of the services as stated in clause 18, the consultant must notify the client of this as soon as possible.

Clause 18. Variations to services

Subclause (1) The client may order variations in the provision of the services or the basis for it if such variations are naturally linked to the services agreed upon.

Subclause (2) The consultant is entitled to carry out a variation ordered, unless the client shows that there are special reasons for having others perform the services.

Subclause (3) The client's variation orders must be submitted in writing or presented at a client meeting, and they must provide details of the variation.

Clause 19. Additional payment and cost reductions

Subclause (1) If a variation involves extra work, the consultant is entitled to corresponding adjustment of the consultant's fee based on hours spent unless otherwise agreed under clause 20, subclause (4), or unless the consultant's fee is based on construction costs, and the variation entails a corresponding increase of construction costs, so that the consultant receives a reasonable fee for the extra work.

Subclause (2) If the scope of the consultant's services is reduced, the consultant must credit the expenses that are saved or should have been saved to the client, the maximum amount being the amount at which the work has been calculated in the consultancy contract.

Clause 20. Price and time after variations

Subclause (1) Any claim by the parties concerning amendments to the contract in terms of price and time resulting from a variation to the services or changes in the conditions for executing the services must be submitted in writing or presented at a client meeting as soon as possible. This also applies to a party's claim for amendments to the contract resulting from an approved proposal by the consultant or an instruction issued by the client under clause 17 or clause 21 which the party considers to be a variation, even if the proposal or the instruction does not state that a variation is involved.

Subclause (2) At the request of a party, the other party must state in writing as soon as possible whether that party considers specified work to represent a variation that entails requirements for amendments to the contract in terms of price and time. The consultant is not obliged to commence the work in question before the client has responded.

Subclause (3) If a party submits a claim under clause 20, subclause (1), for amendment of the contract in terms of price or time, the other party must state as soon as possible whether the claim is accepted and, if not, the reason why it is not accepted.

Subclause (4) The parties must as soon as possible enter into a written addendum to the contract concerning variations as set out in clause 18 and concerning resultant amendments to the contract in terms of price and time. Negotiations about such an addendum must not delay the execution of the work.

Subclause (5) The client must regularly record variations ordered under clause 18, claims requested under clause 20, subclause (1), as well as requests and notifications under clause 20, subclause (2), clause 17, subclause (3), and clause 21, subclauses (1) and (2). If the consultant finds that there are errors in the client's records, the consultant must notify the client as soon as possible. The records must be presented at client meetings; see clause 28.

Clause 21. Obstacles

Subclause (1) If the consultant finds that the services cannot be performed in accordance with the contract entered into, the consultant must notify the client accordingly as soon as possible and then follow the client's instructions.

Subclause (2) The provision in clause 21, subclause (1), also applies if the consultant finds that circumstances have arisen which prevent the performance of the services or make their performance difficult, or which are likely to cause inconvenience to or inflict a loss on the client, including liability towards third parties. If there is not time to obtain instructions from the client, the consultant must – against payment and any necessary extension of time – in the best possible manner take measures to avoid losses being inflicted on the client and must notify the client accordingly as soon as possible.

Clause 22. Client representative

Subclause (1) The client must appoint a person to represent the client in relation to the consultant.

Clause 23. Design management

Subclause (1) The client and the consultant must specify in the consultancy contract whether and to what extent the consultant is to perform design management.

Subclause (2) In case of separate consultancy services the client must appoint a design manager. The design manager represents the client in relation to the other consultants and any designing contractors with regard to the organisation and execution of design work. The design manager may issue and receive notifications concerning the design and issue instructions regarding the coordination of design work made by other consultants and any designing contractors in their mutual relations.

Subclause (3) The design manager is not liable for errors and omissions in the design of the individual consultants or contractors.

Subclause (4) In case of separate consultancy services the design manager must ensure before completion of each individual stage that the consultant together with any designing contractors carries out and documents an interdisciplinary scrutiny of the total design, each individual designing party being responsible for scrutinising its own design and its interfaces with design prepared by other parties.

Clause 24. Construction management

Subclause (1) The client and the consultant must specify in the consultancy contract whether and to what extent the consultant is to provide construction management services.

Subclause (2) The construction manager is in charge of cost and time management during the execution of building or construction works, including coordination of the work of the consultants' supervisors and also ensures coordination of joint activities on the construction site.

Clause 25. Supervision and project follow-up

Subclause (1) The client and the consultant must specify in the consultancy contract whether and to what extent the consultant is to provide supervision services and to which extent the consultant is to be present on the construction site for that purpose or to which extent it must be possible for the client or the client's contractor to call in the supervisor.

Subclause (2) The supervisor carries out quantitative and qualitative control of the contractor's work in the form of spot checks. The supervisor carries out controls on the construction site on

the basis of a supervision plan prepared by the supervisor. The supervisor checks that the work is performed in compliance with the design and the client's contract with the contractor.

Subclause (3) As part of their project follow-up, the designing party or parties must provide assistance to the supervisor by assessing whether function requirements are met and must also assist the supervisor in assessing working drawings, material samples, structures and installations presented to the supervisor.

Clause 26. The consultant's authority

Subclause (1) Before the building or construction works are commenced, the client must decide whether the consultant is to be authorised on behalf of the client to order variations in the quality and/or scope of the work and resultant variations in price, time and the provision of security or to enter into an agreement with the contractor about such variations.

Subclause (2) If the client has not made a decision concerning the scope of such authorisation, the construction manager, or supervisor if no construction management has been appointed, is authorised to order on behalf of the client variations of the nature set out in 26, subclause (1), or to enter into an agreement with the contractor about such variations against additional payment of an amount not exceeding DKK 50,000 for each variation ordered or 5% of the total contract sum and against extension of time not exceeding five working days for each variation.

Subclause (3) The consultant must submit written notifications to the client on an ongoing basis regarding the consultant's actions under the authorisation granted under clause 26, subclause (2).

Clause 27. Design review

Subclause (1) Before execution of the building and construction works is initiated, the client, together with the consultant and the contractor, must review the design agreed upon as well as any design contributions and proposals for materials submitted by contractors and suppliers. Design reviews must also be carried out in connection with subsequent design variations if the client or the consultant finds it necessary.

Subclause (2) The purpose of the design review is to achieve a common understanding of the design, including interfaces and the sequence of the individual design elements, and to enable the contractor to influence the construction process by pointing out impractical aspects of the design. Another purpose is to identify risks in order to enhance the management of such risks and to identify uncertainties and inadequacies in the design. In connection with the design review the parties must designate specific works or materials in relation to which supervision is to be carried out under clause 21, subclause (4), of the general conditions for building and construction works and supplies (AB).

Subclause (3) The client must take charge of the design review. All parties must participate in the review in good faith.

Subclause (4) The client must involve the contractor, the client adviser, the design manager, the construction manager, the safety coordinator and other consultants participating in the design and execution stages. The consultant involves subconsultants who have contributed to the design. The client must ensure that the contractor involves chosen subcontractors and suppliers who are to execute the works or who have contributed or will contribute to the design.

Subclause (5) The client, the consultant and the contractor must notify each other as soon as possible about any impractical aspects, uncertainties and inadequacies they have identified. This also applies to any design errors they discover.

Subclause (6) Proposals presented by the contractor and implemented by the client do not imply that the contractor has undertaken to carry out the design or bears the risk of such proposals.

Subclause (7) The client must as soon as possible prepare a design review report stating what has been covered and how much time has been spent on the individual design elements. The report must also include a description of matters covered by clause 27, subclause (5), stating the measures to be taken to mitigate such matters. Remarks on the report's description of the process performed must be sent to the client as soon as possible.

Subclause (8) The designing parties must align their design as necessary in accordance with the report as soon as possible.

Subclause (9) The consultant and the client must as soon as possible send written notification to the other party concerning any demands for amendments to the contract with regard to price and time resulting from the mitigation measures stated in the report. The provisions of clause 20, subclauses (3) to (5), apply accordingly.

Clause 28. Client meetings

Subclause (1) The client appoints one of the consultants to convene client meetings with the consultants.

Subclause (2) At each client meeting the parties must

- a) go through and update matters covered by clause 20, subclause (5); and
- b) go through updated service provision schedules and time schedules; see clause 13.

Subclause (3) At the meetings, the parties may give and receive notifications with binding effect. Such notifications must be recorded in the minutes of the meetings.

Clause 29. Design meetings

Subclause (1) In connection with separate consultancy services, the design manager must call in the other consultants and designing contractors to attend design meetings.

Clause 30. Construction meetings

Subclause (1) The construction manager must convene construction meetings with the client's contractors.

Subclause (2) Changes to the authorisation of the construction management or supervisors (see clause 26) must be announced at the first construction meeting after the change.

Clause 31. General rules on client, design and construction meetings

Subclause (1) The consultant chairs the meetings and prepares minutes of the meetings, which are sent to the client, the other consultants and the contractors as soon as possible. The client, the contractors and the other consultants are entitled to have objections and claims recorded in the minutes. Comments on the minutes must be sent to the consultant as soon as possible and must be recorded in the minutes of the next meeting.

Clause 32. Duty of cooperation and good faith

Subclause (1) The parties have a duty to work together in good faith so that errors, delays and cost increases are avoided. This duty also applies to the consultant in relations with other consultants and the contractor.

D. Payment

Clause 33. Fee and indexation

Subclause (1) The consultant's fee must be laid down in the consultancy contract. The fee may be agreed as

- a) a fixed fee;
- b) a fee based on time spent;
- c) a fee based on construction costs; or
- d) a combination of different types of fees.

Subclause (2) If the consultancy contract does not specify a type of fee for the provision of services, the consultant is paid on the basis of time spent.

Subclause (3) For the part of the services provided more than twelve months after the date of tender, the fixed fee and agreed hourly rates are adjusted in accordance with an index that has been agreed or which – in the absence of agreement – is considered relevant to the services.

Subclause (4) If the consultant's hourly rates are not set out in the consultancy contract, payment will be based on the consultant's usual hourly rate for similar services, and such rate must not be unreasonable.

Subclause (5) If payment is made on the basis of time spent, the consultant must present an estimate of its fee, reimbursable expenses and costs on request and must notify the client as soon as possible if there is reason to believe that the estimate will be exceeded.

Subclause (6) In case of a fee based on construction costs, the fee is calculated as a percentage of construction costs. The consultancy contract must specify the expenses falling within the scope of construction costs and the basis on which construction costs are determined, including indexation.

Subclause (7) The fee does not include the cost of manufacturing physical models, expenses for the reproduction of drawings, descriptions, photographs and any other material used to identify the services to be provided, expenses for specialists engaged by agreement with the client, or duties and charges payable for such certificates etc that are necessary for providing the services under the contract. Invoices for such costs and expenses must be submitted for payment by the consultant. If the consultant pays a third party by agreement with the client, the client must reimburse the consultant for the amount paid plus 5%.

Subclause (8) The fee includes all other expenses the consultant has incurred in providing services, except for expenses the client has agreed to pay in addition to the fee.

Clause 34. Payment and retention

Subclause (1) On written request to the client, the consultant is entitled to receive payment once a month for services provided etc.

Subclause (2) It may be agreed that payment is to be made in accordance with a payment schedule instead of as set out in clause 34, subclause (1). The payment schedule follows the agreed master programme and stipulates the dates at which the fee falls due for payment. The payment schedule may instead stipulate the stages at which specified fee amounts are payable. After submission of a payment request, the consultant is entitled to receive payment at the agreed dates etc, provided that the services to which the payment is related have been provided.

Subclause (3) If the date of payment for any extra work has not been agreed, the consultant may request payment in accordance with the provision of clause 34, subclause (1). A request for payment must be submitted within a reasonable period of time after the performance of extra work unless special circumstances prevent billing of such work.

Subclause (4) The consultant may demand monthly reimbursement in arrears of reimbursable expenses.

Subclause (5) As soon as possible after the completion of services, the consultant submits a complete and final account to the client, including a specification of amounts receivable for all extra work. Once the client has received the final account, the consultant may not bring further claims – except for claims for which specific reservations have been expressed in the final account.

Subclause (6) If the client finds that the consultant has requested payment of an amount that has not yet fallen due, the client must immediately provide the consultant with a reasoned written notification.

Subclause (7) If the parties disagree on an account, the client must pay the part of the amount which the client does not dispute owing.

Subclause (8) The client may retain a reasonable amount as security for the rectification of defects notified at the time of delivery of a stage; see clause 11. The amount is payable to the consultant without undue delay after the defects have been rectified.

Clause 35. Due date, final date for payment and interest

Subclause (1) The consultant's claims under clause 34 fall due for payment when the client receives a request for payment and are payable no later than 15 working days after receipt.

Subclause (2) Any amount receivable by the consultant carries interest from the due date at the rate of interest provided for in the Danish Interest Act. The time limit set out in clause 35, subclause (1), is the grace period.

Clause 36. The consultant's right to stop work

Subclause (1) If the client fails to pay an amount due by the final date for payment, the consultant may stop providing services after having given written notice of five working days.

Subclause (2) In addition, the consultant is entitled to stop providing services immediately if the client is declared bankrupt or subjected to reconstruction proceedings, or if the client's financial situation in general proves to be of such a nature that the client must be assumed to be unable to fulfil its obligations under the consultancy contract. This is subject to the condition that the client has not provided adequate security for the performance of the remaining part of the contract. If the client provides such security immediately, the consultant must resume work.

E. Intellectual property rights

Clause 37. Intellectual property rights

Subclause (1) The client is entitled to use any material prepared for the provision of the services, including a digital building model and other digital data. In connection with building and construction works this implies a right to execute the project and subsequently operate, maintain, alter and extend the building or structure erected.

Subclause (2) The client is entitled to use other material, including registration of existing conditions, analyses, calculations and any other material which exclusively contains information necessary for the provision of the services.

Subclause (3) In addition, the consultant retains all rights in ideas developed and material prepared by the consultant, including digital building models and other digital data.

Subclause (4) The consultant may not without the consent of the client publish all or any of the material prepared by the consultant before the completion of services unless otherwise specified. If the client intends to publish any material prepared by the consultant, the client must inform the consultant of the type of publication before publication takes place.

Subclause (5) In the event of public reproduction of all or any of the material prepared by the consultant and in the event of public reproduction of buildings or structures for which the consultant's material has been used, the name of the consultant must be displayed.

F. Extension of time and delay

Clause 38. The consultant's right to extension of time

Subclause (1) The consultant is entitled to extension of time if the provision of the services is delayed as a result of

- a) variations to the services ordered by the client; see clause 18;
- b) the circumstances of the client or delay on the part of another consultant or contractor;
- c) war, acts of God, fire, strike, lockout, picketing, vandalism or similar events that are without the fault and beyond the control of the consultant;
- d) failure by public authorities to provide approvals, decisions or replies or to provide material or services within the time limits set out in the consultancy contract;
- e) public enforcement notices or prohibitions which are not due to the circumstances of the consultant; or
- f) redesign work by the consultant in accordance with clause 46, subclause (1).

Subclause (2) The consultant must endeavour to avoid or reduce delays by taking such measures as may reasonably be required.

Subclause (3) If the consultant becomes aware that a delay will occur, the consultant must notify the client of this in writing as soon as possible.

Subclause (4) If the consultant believes to be entitled to extension of time, the consultant must as soon as possible notify the client in writing of the required extension of time and the reason for such extension. The client must reply in accordance with clause 20, subclause (3).

Clause 39. The consultant's liability in case of delay

Subclause (1) Any delay which does not entitle the consultant to extension of time constitutes an actionable wrong.

Subclause (2) If provisions have been made for liquidated damages or other special penalties, no claim for additional damages may be brought as a result of delay.

Subclause (3) If liquidated damages are calculated as a fraction of the contract sum per day of delay, the calculation is based on the contract sum exclusive of VAT per working day or part of working

day. Liquidated damages fall due for payment on the day when the services have been completed.

Subclause (4) If a deadline is missed, liquidated damages may be claimed only

- a) if the deadline and the liquidated damages are clearly specified in the contract;
- b) if any non-compliance with the deadline, as it may have been changed through extension of time, has been recorded on an ongoing basis; and
- c) if, within a reasonable period of time after the client has become aware that the deadline will be missed, the client has stated that the client will claim liquidated damages and the time from which such damages will be claimed.

Subclause (5) Liquidated damages for non-compliance with a deadline other than the date for handover (interim deadline) may be claimed only if the deadline has been set to ensure completion of an activity that is crucial to the construction process or other material matters.

Subclause (6) Total liquidated damages payable by the consultant cannot exceed 10% of the consultant's fee.

Subclause (7) If no provision has been made for liquidated damages or other special penalties, the client's loss is determined in accordance with the general rules of Danish law, but see also clause 50 on limitation of liability.

Clause 40. The client's right to extension of time

Subclause (1) The client is entitled to extension of time if the client's services or decisions are delayed as a result of

- a) war, acts of God, fire, strike, lockout, picketing, vandalism or similar events that are without the fault and beyond the control of the client;
 - b) failure by public authorities to provide approvals, decisions or replies or to provide services within the time limits set out in the consultancy contract; or
 - c) public enforcement notices or prohibitions which are not due to circumstances of the client.
- d) *Subclause (2)* The client must endeavour to avoid or reduce delays by taking such measures as may reasonably be required.

Subclause (3) If the client becomes aware that a delay will occur, the client must notify the consultant of this in writing as soon as possible.

Subclause (4) If the client believes to be entitled to extension of time, the client must as soon as possible notify the consultant in writing of the required extension of time and the reason for such extension. The consultant must reply in accordance with clause 20, subclause (3).

Clause 41. The client's liability in case of delay

Subclause (1) A delay which does not entitle the client to extension of time constitutes an actionable wrong.

G. Defects

Clause 42. Definition of defect

Subclause (1) If the services do not comply with clause 9, subclause (1), there is a defect.

Clause 43 Rectification of defects

Subclause (1) The consultant has a duty and a right to rectify defects identified at the delivery of the individual stages set out in clause 11 or later.

Subclause (2) The client must set a written deadline for rectification of the defects identified taking into consideration the nature and extent of the defects and the circumstances in general. The consultant must notify the client in writing when the defects have been rectified.

Subclause (3) If, after the expiry of the deadline in clause 43, subclause (2), or after having received the consultant's notification that rectification has been done, the client finds that the defects have not been rectified, the client must send a written notice to the consultant within ten working days, stating which defects remain outstanding. The client may omit such notification if rectification is required during execution.

Subclause (4) The client is then entitled to have the defects in question rectified at the consultant's expense (compensation for rectification) or to be granted a reduction in the consultant's fee; see clause 48. However, if the consultant has sought to rectify all defects previously identified and the outstanding defects constitute only a small proportion of them, the consultant is entitled to rectify such defects regardless of the first sentence of this subclause, provided that rectification is initiated immediately after the client's notification under clause 43, subclause (3).

Clause 44. Lapse of the consultant's right to rectify defects

Subclause (1) The consultant's right to rectify defects lapses if rectification does not adequately serve the client's interests.

Clause 45. Lapse of the consultant's duty to rectify defects

Subclause (1) The consultant's duty to rectify defects and the client's entitlement to have defects rectified at the consultant's expense (see clause 43) lapse if rectification involves disproportionately high costs. When assessing whether this is the case, consideration must be taken to the client's interest in the performance of the contract. In all events, the client retains the right of reduction; see clause 48.

Clause 46. Redesign

Subclause (1) If the consultant is to provide budgeting services, and the budget prepared on the basis of the contractor's tender exceeds the most recently updated and approved budget, the client may demand that the consultant carries out redesign free of charge (catalogue of cost reductions). However, this does not apply if the consultant renders it probable that the consultant ought not to have foreseen that the budget would be exceeded, or if the redesign involves disproportionately high expenditure.

Subclause (2) In addition, the consultant must carry out redesign free of charge if requested to do so and if the client has been forced and has an opportunity to reduce design costs in the execution stage in order to avoid non-compliance with the budget because of necessary extra work necessitated by design errors and/or defects caused by the consultant. This does not apply if redesign involves disproportionately high expenditure.

Clause 47. Complaints

Subclause (1) The client is entitled to file defects claims or enforce liability against the consultant only if the consultant has been notified in writing within a reasonable period of time after the defects or the consultant's potential liability was or ought to have been discovered. This does not apply if the consultant has been guilty of gross negligence.

Clause 48. Reduction in the consultant's fee

Subclause (1) If the consultant does not rectify defects as set out in clause 43, the client may demand a reduction in the consultant's fee instead of having the defects rectified at the consultant's expense. The client is also entitled to a fee reduction if rectification is impossible, as well as in the situations mentioned in clause 45.

Subclause (2) The reduction is in principle calculated as the amount it would have cost to rectify the defects.

Subclause (3) If rectification of defects is impossible, and in the situations mentioned in clause 44, the reduction is determined on a discretionary basis.

Clause 49. The consultant's liability

Subclause (1) The consultant is liable under the general law of damages in Denmark for errors and omissions in the provision of the services subject to the limitations set out in clause 50.

Subclause (2) If the client purchases an additional service from the contractor as a result of the consultant's failure, erroneously, to include the service in the project, the consultant must pay liquidated damages to the client calculated as 5% of the part of the price for all such purchases of additional services for which no fixed unit prices have been set. If all purchases of additional services made in accordance with the first sentence of this subclause represent less than 2% of the total contract sum for the building or construction works, the consultant need not pay liquidated damages. Total liquidated damages payable by the consultant in accordance with the first sentence of this subclause cannot exceed 10% of the consultant's fee. If the client can prove that the loss sustained by the client as a result of non-competitive tendering is higher than the liquidated damages, or if the consultant can prove that this loss is lower than the liquidated damages, the client is entitled to claim compensation instead of liquidated damages, and the consultant is obliged only to pay compensation.

Clause 50. Limitation of liability

Subclause (1) The consultant is not liable for any loss of business, loss of profit or other indirect loss.

Subclause (2) If the consultant and one or more other parties are liable towards the client for a loss in connection with building or construction works or preparations for such works, the consultant is liable only for the part of the client's loss which corresponds to the part of the total fault committed by the consultant (pro rata liability).

Subclause (3) If project liability insurance has been taken out, the consultant's liability is limited to the cover provided by the project liability insurance policy.

Subclause (4) If no project liability insurance has been taken out, the consultant's liability is limited to twice the agreed consultancy fee, but no less than DKK 2.5 million.

Clause 51. Expiry of liability for defects

Subclause (1) The client's claims against the consultant for defects must be submitted no later than five years after the date of completion of the services. However, for consultancy services provided in connection with the execution of building and construction works, any claim by the client must be brought no later than five years after the handover of the building or construction works to which the defect relates.

Subclause (2) Regardless of the provisions of clause 51, subclause (1), the client's claims are retained in relation to parts of the services if

- a) the consultant has undertaken to extend the warranty period; or
- b) the consultant has been grossly negligent.

H. Postponement and cancellation

Clause 52. Postponement of services

Subclause (1) The client may postpone the provision of the services. If the provision of services is postponed for a period of more than two years, the consultant is entitled to regard the project as cancelled.

Subclause (2) If the client postpones the services after the consultant has started providing the services, and such postponement is not due to circumstances of the consultant, the consultant is entitled to receive both a fee for the work already executed and reimbursement of the expenses incurred by the consultant as a result of the postponement of the services, including wages and salaries for redundant labour and rental payments for redundant leased premises. The consultant must endeavour to keep these costs to a minimum.

Subclause (3) If any postponed provision of services is resumed, the consultant is entitled to receive a fee for any extra work and reimbursement of reasonable additional expenses associated with the resumption of the services.

Subclause (4) If the provision of services is resumed, the client may demand that, if possible, the services be provided by staff with the same professional qualifications as the staff members originally assumed.

Clause 53. Cancellation of services

Subclause (1) The client may cancel the provision of the services.

Subclause (2) If the client cancels the services, the consultant is entitled to a fee and reimbursement for expenses as set out in clause 52, subclause (2). The consultant is also entitled to receive reasonable remuneration for the client's use of the material prepared; see clause 54, subclause (1).

Subclause (3) If services are cancelled as a result of circumstances which the client ought to have foreseen or reasonably ought to have avoided, the consultant is entitled, in addition to a fee and reimbursement for expenses in accordance with the first sentence of clause 53, subclause (2), to receive compensation for the profit the consultant has lost by not completing the services.

Subclause (4) If the provision of services is resumed within two years of the notification of cancellation and the consultant is not engaged to complete the services as originally agreed, the consultant is also entitled to compensation for the loss of profit as set out in clause 53, subclause (3).

Clause 54. Use of material after cancellation

Subclause (1) If the client cancels services involving design after design work has started, the client is entitled to use the available design material for the project for which the material has been prepared, including design and a digital model, if applicable, once the consultant has received payment in accordance with clause 53, subclauses (2) and (3).

Subclause (2) The client is entitled to use other material, including registration of existing conditions, analyses, calculations and any other material which exclusively contains the information necessary for the provision of the services, once the consultant has received payment

in accordance with the first sentence of clause 53, subclause (2).

Subclause (3) However, the client is not entitled to use any material prepared before the cancellation of services as a basis for manufacture of products intended for sale. This also applies in cases where the services of the consultant comprise development of products intended for manufacture and sale.

Subclause (4) If the client uses any material prepared before the cancellation of services in accordance with the provisions of clause 54, subclauses (1) to (3), if necessary with the consultant's consent, the client may use the consultant's name when using the material only if the consultant has consented to such use.

Subclause (5) If the client uses any material prepared before the cancellation of services, the consultant is not liable for any defects or errors in uncompleted material.

I. Termination with immediate effect

Clause 55. The client's right to terminate the contract

Subclause (1) After having provided written notice, the client is entitled to terminate the consultancy contract in whole or in part with immediate effect

- a) if the consultant commits a material breach of the contract; or
- b) if the consultant engages in conduct of such a nature that the consultant cannot reasonably insist on continuing to serve as a consultant to the client.

Subclause (2) The client is entitled, after having provided written notice, to demand that a subconsultant be deprived of its right to provide services under the contract if the subconsultant has failed materially to comply with applicable rules or agreed terms and conditions on social responsibility.

Subclause (3) In the event that the contract is terminated with immediate effect, the client or the party completing the services on behalf of the client is entitled to use all or any of the material that has been prepared by the consultant and paid for by the client.

Clause 56. The consultant's right to terminate the contract

Subclause (1) After having provided written notice, the consultant is entitled to terminate the consultancy contract in whole or in part with immediate effect

- a) if the client commits a material breach of the contract; or
- b) if the client engages in conduct of such a nature that it is not reasonable to insist on the consultant continuing with its duties and services.

Clause 57. Bankruptcy, reconstruction, etc

Subclause (1) If either party is declared bankrupt, the other party is at once entitled to terminate the contract with immediate effect to the extent not precluded by the provisions of the Danish Bankruptcy Act.

Subclause (2) If the bankruptcy estate desires to become a party to the contract in accordance with the provisions of the Danish Bankruptcy Act, the estate must give notification of this without undue delay if requested to do so.

Subclause (3) The provision of clause 57, subclause (1), also applies if a party is subjected to reconstruction proceedings, or if the party's financial situation in general proves to be of such a nature that the party must be assumed to be unable to perform the consultancy contract. This is subject to the condition, however, that the party has not provided – or, at the request of the other party, does not immediately provide – adequate security for the performance of the contract.

Subclause (4) If the party desires to continue the contract in accordance with the provisions of the Danish Bankruptcy Act on reconstruction proceedings, the party must give notification of this without undue delay if requested to do so.

Subclause (5) If either party is a limited liability company the dissolution of which has been ordered by the Danish Business Authority, the other party is entitled to terminate the consultancy contract with immediate effect. This provision does not apply if, within ten working days of its receipt of a demand from the other party, the company documents that the conditions for dissolving the company have not been fulfilled or if the company provides adequate security for the performance of the contract.

Clause 58. Common rules on termination with immediate effect

Subclause (1) Notice of termination must be given in writing.

Subclause (2) If either party terminates the contract with immediate effect, the other party is liable for the loss suffered in accordance with the general rules of Danish law.

Subclause (3) If either party terminates the contract with immediate effect, the provisions of clause 54, subclauses (4) and (5), apply correspondingly.

J. Disputes

Clause 59. Dispute resolution ladder

Subclause (1) Efforts must be made to resolve and settle a dispute between the parties through negotiation between the parties' project managers no later than five working days after either party has requested negotiation under this provision. After handover, this clause 59, subclause (1), does not apply, and efforts must instead be made to resolve or settle the dispute as set out in clause 59, subclause (2).

Subclause (2) If a dispute is not resolved as set out in clause 59, subclause (1), management representatives of the parties must seek to settle it by negotiation no later than five working days after the expiry of the deadline stated in clause 59, subclause (1). If the dispute is not resolved as set out in the first sentence of this subclause, the management representatives must discuss within the same time limit the next step to be taken to resolve the dispute.

Subclause (3) Each party must appoint a project manager and a management representative no later than five working days after the signing of the consultancy contract.

Subclause (4) Mediation, conciliation, speedy resolution and arbitration may not be initiated before the negotiation procedure set out in clause 59, subclauses (1) and (2), has been completed. This also applies to expert appraisal unless the purpose of such appraisal is to secure evidence.

Clause 60. Mediation and conciliation

Subclause (1) At the request of either party, the Danish Building and Construction Arbitration Board appoints a mediator with a view to settling a dispute. A request may also be filed by an arbitral tribunal that hears the dispute in question.

Subclause (2) Mediation cannot be initiated if a party desires speedy resolution of the dispute and files a request to that effect no later than ten working days after the request for mediation was made.

Subclause (3) The Danish Building and Construction Arbitration Board appoints a mediator after having heard the parties, giving the parties a time limit of five working days.

Subclause (4) The mediator calls in the parties to attend a mediation meeting, which must be held no later than ten working days after the date on which the mediator was appointed.

Subclause (5) The parties have a duty to participate in the completion of the mediation process, and no arbitral proceedings may be initiated or continued until the mediation process is completed.

Subclause (6) The mediation or conciliation process is completed when

- a) the dispute is settled; or
- b) the mediator establishes that it is unlikely that the dispute can be settled.

Subclause (7) In mediation cases, the rules laid down by the Danish Building and Construction Arbitration Board apply.

Subclause (8) When mediation involves more than two parties, the provisions of clause 60, subclauses (1) to (7) also apply to the relationship between the various parties.

Subclause (9) The provisions set out in clause 60, subclauses (1) to (8), apply correspondingly to conciliation.

Clause 61. Expert appraisal

Subclause (1) At the request of either party, the Danish Building and Construction Arbitration Board appoints expert appraisers to secure evidence of or assess actual conditions. If a party has requested speedy resolution, no expert appraisers may be appointed to consider the same matter until the question of speedy resolution has been finally concluded, unless the purpose of expert appraisal is to secure evidence.

Subclause (2) The Danish Building and Construction Arbitration Board appoints one or more expert appraisers, normally after having heard the parties, and makes decisions on the questions to be answered by the experts.

Subclause (3) A new expert appraisal involving another expert is only possible if the Danish Building and Construction Arbitration Board finds it appropriate.

Subclause (4) If arbitral proceedings concerning the matters submitted to expert appraisal are initiated while the outcome of the expert appraisal is pending, the expert appraisal continues as expert appraisal in the arbitral case. Parties to the expert appraisal proceedings who are not parties in the arbitral case continue as third parties in the expert appraisal.

Subclause (5) The rules laid down by the Danish Building and Construction Arbitration Board apply to expert appraisal.

Subclause (6) If expert appraisal involves more than two parties, the provisions of clause 61, subclauses (1) to (5), also apply to the relationship between the various parties.

Clause 62. Speedy resolution

Subclause (1) At the request of a party, the Danish Building and Construction Arbitration Board appoints an umpire to effect a speedy resolution regarding

- a) the client's entitlement to withhold payments or offset amounts in the consultant's claims for payment;
- b) the client's right to order variations and the consultant's right to execute such variations;
- c) the consultant's right to additional payment for variations and the client's right to be credited for cost reductions in relation to variations;
- d) the consultant's right to adjustment of the consultant's fee;
- e) the consultant's and the client's right to extension of time;
- f) the determination of work interfaces;
- g) a refusal of approval of a designated subconsultant;
- h) disputes with a monetary value of less than DKK 200,000; and
- i) other disputes if agreed by the parties.

Subclause (2) Speedy resolution proceedings may not be initiated if there is a pending arbitral case about the same dispute.

Subclause (3) The Danish Building and Construction Arbitration Board appoints one or more umpires after having heard the parties, giving the parties a time limit of three working days.

Subclause (4) The opposing party or parties may submit a reply no later than ten working days after receipt of the request for speedy resolution, but may not include any other disputes in the proceedings. No later than at the time of issuing a reply, the opposing party or parties may join other parties in the proceedings by means of a third-party notice, following which the parties in question must submit a reply no later than ten working days after receipt of the third-party notice. Each party may then submit a pleading no later than five working days after receipt of the opposing party's pleading. If very special circumstances decisively support doing so, the Danish Building and Construction Arbitration Board may extend the time limits or allow submission of one additional pleading from each party.

Subclause (5) The umpire may ask the parties to submit supplementary information and material, the normal time limit for such submission being five working days.

Subclause (6) The umpire may carry out inspections after having called in the parties with a notice period of five working days. No expert appraisal may be organised as part of the proceedings.

Subclause (7) No later than ten working days after the umpire's receipt of the last pleading and any supplementary information and material and after an inspection has been made, where applicable, the umpire makes a decision, including determination of who is to pay the costs of the proceedings.

Subclause (8) The umpire may refer the parties to mediation or conciliation in accordance with clause 60 or to initiate arbitral proceedings in accordance with clause 63 if the umpire is of the opinion that the dispute is not suitable for speedy resolution.

Subclause (9) A speedy resolution is binding on the parties to the case in the same way as an arbitral award. The decision must be complied with no later than eight weeks after it was made. The decision may be brought before an arbitral tribunal in accordance with clause 63 no later than eight weeks after it was made, and the dispute will then be finally settled in the arbitral proceedings. If no arbitral proceedings are initiated before the deadline, the decision is final.

Initiation of arbitral proceedings does not have any suspensory effect unless the arbitral tribunal decides otherwise.

Subclause (10) In cases concerning speedy resolution, the rules laid down by the Danish Building and Construction Arbitration Board apply.

Subclause (11) When speedy resolution proceedings involve more than two parties, the provisions of clause 62, subclauses (1) to (10), also apply to the relationship between the various parties.

Clause 63. Arbitration

Subclause (1) Disputes between the parties are finally resolved by arbitration under the rules of arbitration before the Danish Building and Construction Arbitration Board.

Subclause (2) Arbitral proceedings may not be initiated until four weeks after the conclusion of negotiations concerning the dispute as set out in clause 59. Furthermore, arbitral proceedings may not be initiated if mediation, conciliation, speedy resolution or a decision concerning security provided relating to the same dispute is pending.

Subclause (3) Arbitral cases are conducted in accordance with the rules on ordinary arbitration unless they are conducted in accordance with clause 63, subclause (4), on simplified arbitration.

Subclause (4) Arbitral cases are conducted in accordance with the provisions on simplified arbitration before the Danish Building and Construction Arbitration Board if

- a) the parties agree on this; or
- b) one of the parties so requests and the monetary value of the case does not exceed DKK 1 million.

Subclause (5) In ordinary arbitral proceedings the arbitral tribunal has three arbitrators unless the parties agree that there should be only one arbitrator or a party requests that the number of arbitrators be increased to five. In simplified arbitral proceedings the arbitral tribunal has one arbitrator unless the parties agree that the number of arbitrators should be increased to two or three. Arbitrators may be technical arbitrators appointed by the Danish Building and Construction Arbitration Board or legal arbitrators appointed by the chair of the Danish Building and Construction Arbitration Board's Presidium. In all events, appointment is made after hearing of the parties.

Subclause (6) In arbitral cases the rules laid down by the Danish Building and Construction Arbitration Board apply.

Subclause (7) When arbitral proceedings involve more than two parties, the provisions of clause 63, subclauses (1) to (6), also apply to the relationship between the various parties.