

# Questions & Answers (Q&A)

Consumer Regulation 2013:  
Legal relationship consumer–architect  
CR 2013

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In this Q&A the most frequently asked questions about the Consumer Regulation 2013 (CR 2013) are answered. The Q&A is an "active" document; questions are added on a regular basis. That is why a revised date can be found at the bottom of the document.

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## **WHY HAS THE BNA DECIDED TO DEVELOP A CONSUMER REGULATION?**

Clients need a regulation with a more basic format than the DNR 2011 and that corresponds more closely to a consumer assignment.

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## **WHAT IS THE INTENTION OF THE CONSUMER REGULATION?**

The CR 2013 aims to be a brief and accessible regulation.

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## **WHAT IS THE CONSUMER REGULATION COMPRISED OF?**

The Consumer regulation is comprised of Legal terms and conditions, a Model Agreement, a Task Description of consumer work activities and a Schedule of Investment Costs. This schedule is intended as an aid to help the client realise which costs may arise with an assignment.

With the Task description of consumer work activities, the intention is to complete the list together with the client. If a work activity is not listed, it can be added to the list. Every agreement must have a list of checked off work activities attached. The list is arranged chronologically. Whenever a deviation of this arrangement occurs it must be indicated, because this affects the payment of the honorarium and the costs and, if applicable, payment upon early termination of the assignment.

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## **FOR WHOM IS THE CONSUMER REGULATION INTENDED?**

The CR 2013 is intended for consumers. As defined in the Dutch Civil Code (BW): "the natural person who is not acting in the practice of a profession or company." It is assumed that this provision can have a so-called reflex effect on small contract parties. Such clients can refer to consumer law, when they are barely distinguishable from a regular consumer in the transaction and the assignment does not relate to regular activities of the client. That is why it is wise to also apply the CR 2013 when a shop owner, for example, wishes to renovate his shop space. For consumer assignments that require an expansive scope of work activities which should also be transparent, applying the New Regulation should also be considered.

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## **CAN THE CONSUMER REGULATION BE DOWNLOADED FROM THE INTERNET?**

The Consumer regulation is freely available on the BNA website [www.bna.nl](http://www.bna.nl). All documents can be downloaded from this site.

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## **HOW CAN I REFER TO THE CONSUMER REGULATION ON MY STATIONERY?**

A reference to the general terms and conditions on your stationary will have no effect. Even when such a provision is included on your stationary, you will still need to make a copy of the Consumer regulation available to the client with every assignment. If you still decide to include a provision in your stationary, the following text should be added:

"All our work activities are only carried out governed by the Consumer regulation 2013 for the legal relationship consumer–architect, which includes liability restrictions as deposited for registration at the Court in Amsterdam under number 109/2006". It is not useful to include a reference to the CR 2013 or the DNR 2011 because this will only result in confusion.

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## **CAN THE CONSUMER REGULATION BE APPLIED TO FOREIGN ASSIGNMENTS?**

The CR 2013 is based on Dutch legislation. This makes it a Dutch regulation that is, in principle, not suitable for assignments abroad. However, it can be applied to assignments of foreign clients in the Netherlands.

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## USERS

### **CAN NON-BNA MEMBERS ALSO USE THE CONSUMER REGULATION?**

Yes, the CR2013 is also available for a non-BNA member, provided that he/she is qualified as an architect.

### **HOW ARE COPYRIGHTS COVERED IN THE CONSUMER REGULATION?**

The Dutch 1912 Copyright law applies and does not need to be named in the regulation. The regulation itself includes a brief provision on the use of the design.

### **HOW IS DISPUTE RESOLUTION ARRANGED IN THE CONSUMER REGULATION?**

All disputes are brought before the civil court judge. The regulation also states that an amicable means must be sought first (for example, through guidance by the dean of the BNA or mediation) in resolving disputes.

### **TO WHICH SCALE SIZE OF AN ASSIGNMENT DOES IT MAKE SENSE TO APPLY THE CONSUMER REGULATION?**

The maximum liability amount can function as indication for this in addition to the fact that client is a consumer. The CR2013 accommodates the client by making compensation of caused damages available up to EUR 75,000, also when the advisory fees are lower. Above this amount, the maximum refund equals the amount of the advisory fees.

## INSURANCE

### **ARE ARCHITECTS WHO WORK WITH THE CONSUMER REGULATION REQUIRED TO INSURE THEMSELVES?**

The CR2013 does not explicitly require the architect to insure him- or herself. The Dutch 1987 Law on the Title of Architect does require the architect to inform the client about the insurance coverage of the assigned work activities under a professional indemnity insurance. BNA members are required to insure themselves adequately on the basis of the BNA statutes. That means that a BNA architect must be adequately insured before he or she applies the CR2013 to an assignment.

### **STARTING FROM WHEN CAN THE CONSUMER REGULATION BE APPLIED TO ASSIGNMENTS?**

Architects can declare that the CR 2013 applies to assignments starting from 1 March 2013.

### **WHAT NEEDS TO BE DONE IF A CLIENT WISHES TO REMOVE PARTS OF THE CONSUMER REGULATION?**

It is not allowed to change the text of the CR2013. Deviations are not recommended. It is preferable to apply all the conditions integrally. If a deviation is necessary, make sure this is clearly indicated in the agreement and consult with your insurer in advance to determine whether this will be accepted. A sample copy of the CR 2013 must be attached to the written agreement as an annexe. It is also possible to print it out on the reverse side of the stationary.

### **WHICH INSURANCE COMPANIES COVER THE CONSUMER REGULATION?**

The BNA has found the insurers and insurance brokers who were prepared to provide cover for the framework policy of the DNR 2011 also willing to insure the CR 2013. These include Aon, Centraal Beheer/Achmea and Nationale Nederlanden. Although Marsh B.V. provides cover for the DNR 2011, this company has no architects as customers. If an architect has insurance with this company, it is also possible to conclude cover with them. In all cases, it is recommended to contact your own insurance company first.

## INFORMATION

Specifically for BNA members, explanatory information via articles on the CR 2013 are provided on online Help desk- [www.bna.nl](http://www.bna.nl). The information is gradually elaborated on as result of the questions posed to the Help desk.