

CLIENT/ARCHITECT AGREEMENT



_____ PROJECT NAME

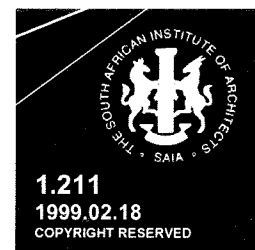
_____ CLIENT

_____ ARCHITECT

DATE

FILE REFERENCE NO

1 PROFESSIONAL MATTERS
1.200 APPOINTMENT & REMUNERATION OF AN ARCHITECT
1.210 AGREEMENTS
1.211 CLIENT/ARCHITECT AGREEMENT FOR USE IN THE PRIVATE SECTOR



INTRODUCTION

This introduction does not form part of the SAIA client/architect agreement. It is included as a guide as to its intent and use

This SAIA client/architect agreement sets out the range of standard architectural services and the related conditions of an agreement between the client and the architect. It is intended for use on all projects, whether they are new works, alterations to buildings or interiors including the layout of sub-divisible space

The stages set out in **2.0 Standard Services** indicate the professional services which are, in their normal sequence, common for projects generally. In practice, some informal variation to the sequence and services, and overlaps between the stages do occur. The signatories to this agreement should assess which aspects of **2.0 Standard Services** are relevant. The parties should endeavour to identify any supplementary services to be provided by the architect before signing the agreement

The architect's responsibilities are often fulfilled in co-operation with consultants. When such are retained, the **architect** is required to co-ordinate their work with his own

For the construction stage of a project, the relationship between the client, architect and contractor is defined in the building agreement. The contract is usually administered by the architect who, in so doing, has the duty to act fairly and impartially to the client (referred to therein as the employer) and to the contractor. Prior to the signing of the intended building agreement, the architect should brief the client thereon

Where the client or architect is a registered company or close corporation, the signature should be authorised by the company's board of directors or members of the close corporation and a copy of the resolution should be appended to this agreement

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1.0 DEFINITIONS AND INTERPRETATION

1.0

1.1 Where the words and phrases are highlighted in the text of this agreement they shall bear the meaning assigned to them in clause 1.2 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context

1.2 In this document, unless the context otherwise indicates, an expression or word hereunder shall mean:

'Alteration' means any physical change made to an existing building and includes any portion of an existing building altered as a result of an addition to such building: Provided that renovations and restorations are excluded from this definition **ALTERATION**

'Architect' means a person registered as a **professional architect** in terms of the Architectural Profession Act No 44 of 2000 or the partnership, incorporated company, limited liability company or close corporation which complies with the provisions of the Act **ARCHITECT**

'Budget' means the anticipated value of the **works**, which may include estimates as detailed in clause 12.4: Provided that such estimates shall be deemed to be valid for a period not exceeding 3 months **BUDGET**

'Building contract' means the current edition of the 'Principal Building Agreement' by the Joint Building Contracts Committee or such other building agreement entered into between the **client** and the contractor **BUILDING CONTRACT**

'Client' means the party appointing the **architect** to perform the services or any part thereof referred to in this document and referred to as the 'employer' in the JBCC Principal Building Agreement **CLIENT**

'Construction documentation' means graphic representations including plans, sections, elevations, site plans, construction details, service co-ordination information, schedules and such other details and descriptions as are within the reasonable competence of an **architect** which are sufficient to indicate the scope of the **works** **CONSTRUCTION DOCUMENTATION**

'Consultant' means any person appointed to provide professional or specialist services on any aspect of the **project**, other than the **architect** **CONSULTANT**

'Inspection' means such periodic visits to, or in connection with the **works** by the **architect** as are necessary to determine that the work is proceeding generally according to the requirements of the **building contract** and to provide on-site clarification and further information during the progress of the work **INSPECTION**

'Project' means the development for which the **architect** and consultants are appointed and shall not necessarily be limited to the **works** **PROJECT**

'Total cost of employment' means basic salary and annual bonus, and including, but not limited to fringe benefits not reflected in basic salary such as: **TOTAL COST OF EMPLOYMENT**

- Income benefit for the use of a motor vehicle
- Employer's contribution to pension/provident fund, medical aid, and group life insurance premiums
- Workmen's compensation and unemployment insurance fund contributions
- Any other statutory contributions and levies
- All other costs and benefits according to the conditions of appointment but excluding any profit participation

'Works' means all work executed or intended to be executed according to the **building contract** **WORKS**

2.0 STANDARD SERVICES

2.0

The standard services for which the **architect** is responsible are set out below:

2.1 STAGE 1: APPRAISAL AND DEFINITION OF THE PROJECT

STAGE 1

2.1.1 Receive, appraise and report on the **client's** requirements with particular regard to site information, planning and statutory regulations and **budget**

2.1.2 Advise the **client** on:

- Procedures to meet his requirements
- the need for appointment of **consultants**
- methods of contracting

2.2 STAGE 2: DESIGN CONCEPT

STAGE 2

2.2.1 Advised by any **consultants** appointed, prepare a design concept in broad outline showing intended space provisions, planning relationships, materials and services intended to be used

2.2.2 Advise the **client** on:

- The technical and functional characteristics of the **project** as proposed
- The estimated costs in relation to the **budget**
- The anticipated project programme

2.3 STAGE 3: DESIGN DEVELOPMENT

STAGE 3

2.3.1 Develop the design concept in sufficient detail to:

- Define the construction of the building
- Spatially co-ordinate the work designed by **consultants** and specialists
- Review the design with the relevant authorities

2.4 STAGE 4: TECHNICAL DOCUMENTATION

STAGE 4

2.4.1 Prepare **construction documentation** and co-ordinate the documentation with the work designed by **consultants** and specialists

2.4.2 Obtain approval from the relevant authorities

2.4.3 Review the estimated cost of the **works** in relation to the **budget**

2.4.4 Prepare documents to procure offers for the execution of the **works**

2.5 STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

STAGE 5

2.5.1 Obtain offers for the execution of the **works** and advise the **client** regarding the award of the **building contract**

2.5.2 Prepare contract documentation and arrange for the signing thereof

2.5.3 Administer and perform the duties assigned to the **architect** in the **building contract**

2.5.4 Provide the **client** with as-built drawings, certificates, relevant technical data and guarantees from suppliers on completion of the **works**

3.0 SUPPLEMENTARY SERVICES

3.0

3.1 PROJECT MANAGEMENT SERVICES

PROJECT
 MANAGEMENT

Where the **architect** is appointed to provide project management the fee shall be calculated in accordance with Appendix 2 and the services shall follow those of the architect's standard work stages as set out below:

3.1.1 STAGE 1: APPRAISAL AND DEFINITION OF THE PROJECT

STAGE 1

A preliminary project scope statement shall be prepared identifying:

- The broad parameters of the project
- Possible stakeholders
- Preliminary project milestones
- Order of magnitude project cost estimate

3.1.2 STAGE 2: DESIGN CONCEPT

STAGE 2

The project scope statement shall be developed to include:

- Consultant project development programme
- Preliminary project budget
- Preliminary project construction programme
- Preliminary project cash flow forecast

3.1.3 STAGE 3: DESIGN DEVELOPMENT

STAGE 3

Reconfirm and upgrade as necessary all stage 2 elements and further provide:

- Quality management plan
- Communication plan

3.1.4 STAGE 4: TECHNICAL DOCUMENTATION

STAGE 4

Reconfirm and upgrade as necessary all stage 3 elements and further provide:

- Change control procedures
- Contractors and suppliers selection
- Conditions of contact for construction
- tender enquiry documentation
- Adjudication of tender reports with recommendations for award of main and other contracts

3.1.5 STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

STAGE 5

Administer the construction of the project with particular reference to:

- Hand over the site to the contractor
- Monitor and report at agreed intervals on the status, progress of the work, programme and cost estimates
- Manage and co-ordinate changes to the contract with the relevant consultants and the client
- Assemble and hand over technical document package including operational manuals and product guarantees on the project to the client
- Close out and finalise all contracts

3.2 SPECIAL STUDIES AND DESIGNS

SPECIAL STUDIES
 AND DESIGNS

The following services are not normally included in the standard services described in 2.0 and require special additional work. The services listed are indicative only

3.2.1 The preparation of the **client's** brief and/or the drawing up thereof

3.2.2 Site selection, survey and location

3.2.3 Environmental

- 3.2.4 Energy conservation
- 3.2.5 Economic feasibility
- 3.2.6 Market surveys
- 3.2.7 Traffic
- 3.2.8 Town planning, urban design
- 3.2.9 Master site planning of future buildings related to the current **works**
- 3.2.10 Landscape
- 3.2.11 Promotional material
- 3.2.12 Art work and graphics
- 3.2.13 Purpose-made items
- 3.2.14 Interior design including the selection, documentation and procurement of furniture and furnishings and special finishes or fixtures
- 3.2.15 Plant procurement, operational and production layouts

3.3 EXISTING PREMISES

EXISTING PREMISES

- 3.3.1 Surveys and inspections
- 3.3.2 Measuring up and preparation of documentation
- 3.3.3 Renovations
- 3.3.4 Restorations
- 3.3.5 Valuations
- 3.3.6 Demolitions

3.4 SPECIAL ADMINISTRATIVE SERVICES

SPECIAL ADMINISTRATIVE SERVICES

- 3.4.1 Rezoning or change of use or amendments of town-planning schemes
- 3.4.2 Checking of cost plus or managed contracts where a quantity surveyor has not been appointed
- 3.4.3 Extended and detailed inspection of the **works** if required by the **client**
- 3.4.4 Sectional title preparation of documentation or other work additional to the requirements of the Sectional Titles Act, (Act No 96 of 1986), for which fees are not prescribed in the said Act
- 3.4.5 Quality control and assurance
- 3.4.6 Services in connection with work arising from the insolvency or liquidation of a party related to the **building contract**
- 3.4.7 Services concerning disputes and litigation associated with the **project**
- 3.4.8 Additional services not contemplated in standard services, the need for which is not attributable to the **architect**

3.5 SUPPLEMENTARY OR REVISED DOCUMENTATION

SUPPLEMENTARY OR REVISED DOCUMENTATION

- 3.5.1 The provision of supplementary or revised documentation due to the exigencies of the **project** or revised requirements of the **client** arising after the **architect** has received the **client's** instructions to commence his work: Provided that any other additional fees do not cover such documentation

3.6 OTHER SERVICES

OTHER SERVICES

- 3.6.1 Maintenance and operating manuals
- 3.6.2 Mutually agreed additional services

4.0 SERVICES AND RELATED CONDITIONS

4.0

4.1 CLIENT'S REQUIREMENTS

CLIENT'S
 REQUIREMENTS

The **client** shall clearly and timeously specify his requirements, and provide relevant information, decisions and instructions to the **architect** when requested to do so

In case of a change to the **client's** requirements, which is likely to vary the cost of the **works**, time schedule or professional fees, the **architect** shall promptly inform him thereof and confirm his agreement to any additional fees and supplementary services that may be required

4.2 SITE DEFINITION AND CONSTRAINTS

SITE DEFINITION

The **client** shall give the **architect** copies of the title deeds, diagrams, lease conditions and details of other pertinent constraints related to the **project** and shall establish site boundaries, beacons, datum levels and such other features as may be relevant. He shall also give the **architect** a survey drawing and any certificates related thereto

4.3 LIMITS TO ARCHITECT'S RESPONSIBILITY

LIMITS TO
 RESPONSIBILITY

4.3.1 Budgets, estimates and offers

In preparing **construction documentation** the **architect** undertakes to use his best endeavours to comply with the **budget** approved by the **client** but does not guarantee that offers for the execution of the **works** will not exceed the estimated cost of the **works**. Should the lowest *bona fide* offer exceed the estimate due solely to the actions of the **architect**, if required and at no additional cost, shall make the necessary changes to the **construction documentation** to reduce the offer amount. Despite the foregoing, the **architect** shall not be deemed to be in breach of this agreement should the lowest *bona fide* offer, exceed the amount of the **budget** by no more than 10 percent

4.3.2 Consultants and/or Contracted Design Services

Where the design in relation to the **project** is undertaken by the **client's** agents or **consultants**, the **architect** shall not be responsible for the production of the design solution nor be liable for performance. Unless otherwise agreed, the **architect** shall not be liable for fees due to such agents or **consultants**

4.3.3 Failure of Materials, etc

The **architect** shall not be responsible for any material, component, system or workmanship failing to perform according to the claims of the manufacturers, suppliers, contractors or sub-contractors

4.3.4 Contract Administration

The contractor, together with his sub-contractors, is directly responsible to the **client** for due performance in terms of the **building contract**. By way of administration and **inspection** of the **works** the **architect** shall use his best endeavours to limit delays to and deficiencies or defects in the execution of the **works**. The **architect** shall not be responsible for the foregoing, nor for the methods, techniques, sequences or procedures employed by the contractor

4.3.5 Shop Drawings and Samples

The checking by the **architect** of shop drawings and/or approval of samples of equipment, materials or workmanship does not relieve the contractor or his sub-contractors of their contractual responsibilities in this regard

4.3.6 Time Limit to Architect's Responsibility

No claim whatsoever shall be enforceable by the **client** against the **architect** arising out of or in respect of any services rendered by the **architect** in terms of this agreement or concerning the carrying out of the **works** after five years have elapsed from the date of practical completion of the **works** or suspension, postponement or termination in terms of clause 8.5 hereof

4.4 AUTHORITY TO MAKE CHANGES DURING CONSTRUCTION

AUTHORITY TO
 MAKE CHANGES

The **architect** shall not make any material alteration, or addition to, or omission from the approved design for an amount in excess of the amount specified in clause 12.7 without the consent of the **client** except when arising from an emergency. The **architect** shall notify the **client** as soon as possible of the action taken

4.5 INSTRUCTIONS TO THE CONTRACTOR

INSTRUCTIONS TO THE CONTRACTOR

Where the **architect** is appointed as sole or principal agent, he shall have the sole authority to issue instructions to the contractor in terms of the **building contract**

4.6 CHANGES OF STATUS OF THE PARTIES

STATUS OF THE PARTIES

Neither party shall assign, sublet or transfer its interest in this agreement without the written consent of the other, which consent shall not unreasonably be withheld

4.7 PREVENTION OF PERFORMANCE

PREVENTION OF PERFORMANCE

Should either the **client** or **architect** be prevented by a cause beyond his control from performing his obligations in terms of this agreement, it may be terminated without prejudice to the accrued rights of either party against the other

4.8 COPYRIGHT, OWNERSHIP AND USE OF DOCUMENTS

COPYRIGHT & OWNERSHIP

The **project** documents prepared by the **architect** are copyright and remain his intellectual property. The **client** has the right of use of the documents for the sole purpose of this agreement

4.9 INSTRUCTIONS TO CONSULTANTS

INSTRUCTIONS TO CONSULTANTS

Instructions to **consultants** and other agents shall only be given through the **architect**

5.0 FEES FOR STANDARD SERVICES

5.0

The cost of the project on which the fee is calculated shall be calculated in terms of clause 12.4 and be subject to modification in terms of clause 4.3.1

5.1 FEE FOR FULL SERVICES

FULL SERVICES

The fee is calculated according to the table in Appendix 1. The tariffs prescribed shall be applicable to a new appointment and shall remain in force during the currency of the appointment

5.2 FEE FOR PARTIAL STANDARD SERVICES

PARTIAL STANDARD SERVICES

5.2.1 Where an **architect** is appointed to render a partial standard service only, his fee, subject to clause 5.2.2, shall be the percentage relevant to each work stage based on the cost of the **project** and calculated according to Appendix 1, unless otherwise agreed

5.2.2 Where an **architect** is appointed to take over work from another person previously commissioned for such work at any stage after stage one has been completed, the fee for the first subsequent stage shall be increased by 15 per cent unless otherwise agreed

5.3 APPORTIONMENT OF FEES BETWEEN WORK STAGES

APPORTIONMENT

5.3.1 The portion of the fees applicable to each work stage shall be according to the table below:

Workstages 1 to 5	Proportion of Fee	Cumulative Total
1	5%	5%
2	15%	20%
3	15%	35%
4	40%	75%
5	25%	100%

5.3.2 Work stages may be re-allocated by agreement

6.0 FEES FOR SUPPLEMENTARY AND OTHER SERVICES

6.0

6.1 SUPPLEMENTARY SERVICES

SUPPLEMENTARY SERVICES

The fee is calculated on hourly rates according to Appendix 3. Where a time-based fee is selected, the current rates shall apply: Provided that whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision

6.2 ALTERATIONS

ALTERATIONS

The fee for work that includes **alterations** is based on the fee calculated on the total **project** cost according to Appendix 1 but increased for that portion of the work comprising **alterations** by 30 percent

6.3 ARCHITECT NOT PRINCIPAL AGENT

ARCHITECT NOT PRINCIPAL AGENT

Where a principal agent other than the **architect** is appointed and the **architect's** administrative duties are substantially reduced, a maximum fee reduction of 10 per cent may be applied

6.4 ARCHITECT'S SITE REPRESENTATIVE

ARCHITECT'S SITE REPRESENTATIVE

Where an employee of the **architect** is seconded for extended inspection in terms of clause 3.4.3, the amount of the reimbursement shall be the **total cost of employment** plus 30 per cent

6.5 EXTENDED CONSTRUCTION PERIOD

EXTENDED CONSTRUCTION PERIOD

In the event that the building construction period is exceeded by more than 10 per cent due to no fault of the **architect**, he is to be remunerated for his services for all additional work under work stage 5 at the hourly rates set out in clause Appendix 3 provided that such services are not covered by any other additional fees

7.0 FEES FOR REPEATED BUILDINGS

7.0

7.1 The fee for professional services shall be calculated in terms of clause 7.2 where a **project** consisting of a number of buildings erected under a single contract is:

WHEN TO APPLY

- 7.1.1 Built on one site or on a series of adjoining or closely related sites for a single **client**
- 7.1.2 Either wholly apart from each other or linked with screen walls, common walls or other similar means
- 7.1.3 Repeating one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use
- 7.1.4 Mirrored units, blocks or elements with nominal or no modification shall not be classified as a separate set of drawings for the purposes of fee calculations

7.2 The **architect** is to calculate the fee according to the table below:

CALCULATION

Item	Description	Calculation	Value
A	Prototypes/Repeated elements	Y%	R amount
B	Single/Non-repeated elements	Z%	R amount
	Total Project Value	Y+Z=100%	R total
C	The fee applicable to stages 1 to 4	E x 75%	R amount
D	The fee applicable to stage 5	E x 25%	R amount
E	Total fee according to Appendix 1	C + D	R amount
F	No of repeated buildings/elements per A		No of
G	Distinct document sets for construction of A		No of
H	Portion of fee applicable to A	C x Y%	R amount
J	Repeat adjusted fee - stages 1 to 4	H x (F+2G) ÷ 3F	R amount
K	Portion of fee applicable to B	C x Z%	R amount
	TOTAL FEE FOR COMPLETE PROJECT	D + J + K	R TOTAL

7.3 Apportionment of fees between work stages 1 to 4 inclusive and basis for payment for work as described in clauses 7.2 and 7.5: **APPORTIONMENT**

Work Stages	Proportion of Fee for Work Stages 1 to 4	Cumulative Total
1	10%	10%
2	20%	30%
3	25%	55%
4	45%	100%

7.3.1 Work stages may be re-allocated by agreement

7.4 The fee for partial services in respect of repeated buildings unless otherwise agreed shall be calculated as follows: **PARTIAL SERVICES**

7.4.1 Where an **architect** is appointed to render a partial standard service only, the fee, subject to clause 7.4.2, shall be the percentage relevant to each work stage, based on the cost of the **project** and calculated according to clause 7.2 or 7.5 as the case may be

7.4.2 Where an **architect** is appointed to take over work from a person previously commissioned for such work at any stage after Stage 1 has been completed an additional fee shall be negotiated

7.5 Where the repeated buildings are erected under separate contracts and the drawings and related documents for a **project** are re-used for subsequent **projects** with nominal or no modification: **SEPARATE CONTRACTS**

7.5.1 The fee for modifying drawings and related documents and preparing site and service plans for each subsequent **project** shall be 15% of the fee based on the cost of each **project** calculated according to Appendix 1 or, subject to prior agreement, an hourly rate may be charged according to Appendix 3

7.5.2 Where the **architect** is not required to render any professional services in respect of the re-use of drawings and related documents for a subsequent **project**, he or she shall be paid 7.5% of the fee based on the final cost of the subsequent **project**, calculated according to Appendix 1 and payable on completion of the **works**

7.5.3 The fee for inspecting and administering the contract shall be 25% of the fee based on the cost of each **project** calculated according to Appendix 1

8.0 FEES ON TERMINATION, SUSPENSION OR DEFERMENT **8.0**

8.1 Should the whole or any part of the **project** be terminated, suspended or deferred at any work stage, the **architect's** fee shall be: **UPON TERMINATION**

8.1.1 For each completed work stage, the fee calculated according to clause 5.3 or 7.3.1

8.1.2 For each interrupted work stage the fee calculated according to clause 5.3 or 7.3.1 prorated to the work done

8.1.3 Where the termination, suspension or deferment of the **project** is not directly attributable to the **architect**, a surcharge of 10 per cent of the fee determined in clauses 8.1.1 and 8.1.2 shall apply

8.2 Should the **project** be reinstated or resumed without significant change within one year from the date of *de facto* deferment, the fee paid according to the provisions of clause 8.0 disregarding any surcharge under clause 8.1.3, shall be considered to be partial payment of the fee calculated on the cost of the **project** **RESUMED WITHIN A YEAR**

8.3 Should the **project** be reinstated after a year, the **project** shall be considered a new commission and fees shall be negotiated **RESUMED AFTER A YEAR**

8.4 Should additional services by the **architect** be required in connection with the resumption of the deferred **project**, fees shall be charged for such additional services on a time basis determined according to Appendix 3 **ADDITIONAL SERVICES REQUIRED**

8.5	The project , or any part thereof, shall be considered as having been terminated where:	TERMINATION
8.5.1	The client so instructs the architect in writing	
8.5.2	Deferred for longer than one year	
8.5.3	Instructions necessary for the architect to continue work on the project are not received from the client within 3 months after such instructions are requested by the architect in writing	
9.0	DISBURSEMENTS AND TRAVEL TIME	9.0
9.1	In addition to the fees payable, in terms of this agreement, the client shall reimburse the architect for all reasonable disbursements properly incurred. The expenses contemplated may include the following:	DISBURSEMENTS
9.1.1	Printing, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchase costs of documents excluding internal usage by the architect	
9.1.2	Hotel, subsistence and travelling expenses, including kilometre allowances at current Automobile Association rates for vehicle usage and other similar disbursements	
9.1.3	All payments made by the architect , including fees and other charges for specialised professional and other services which the architect has incurred on behalf of the client	
9.1.4	Telephonic, electronic and facsimile communication, special postage and courier deliveries	
9.1.5	Any other disbursements that may be agreed by the client	
9.2	Travelling time shall be payable at the hourly rates set out in Appendix 3 where payment of the architect's fees is made on:	TRAVELLING TIME
9.2.1	A percentage basis and provided that the round trip distance between the destination and the architect's place of practice exceeds 50 kilometres	
9.2.2	A time basis at the full rate provided that travelling time outside normal working hours shall be at half the rate unless otherwise agreed by the client	
10.0	PAYMENT OF FEES AND DISBURSEMENTS	10.0
10.1	The architect shall be entitled to render interim accounts on a monthly basis which are payable on presentation	ACCOUNT INTERVALS
10.2	Accounts shall be based on an assessment by the architect of the professional services rendered to date. The aggregate of the interim claims is not to exceed the total fee payable	ARCHITECT TO DETERMINE
10.3	Fee and disbursement accounts may be billed separately	SEPARATE ACCOUNTS
10.4	Fee accounts shall show:	ACCOUNT FORMAT
10.4.1	The anticipated or agreed total fee differentiating between the various categories of fees	
10.4.2	The fees applicable to each work stage, supplementary service or other allocations	
10.4.3	The aggregate fees claimed to date	
10.4.4	The aggregate payments received to date	
10.5	Payment of each of the architect's accounts shall be payable at the address of the architect as stated in clause 12.0	ADDRESS
10.6	Should the client allege a claim against the architect , a contractor or any other party involved in the project , such claim shall be dealt with in its own right. The client may not withhold payment of fees or disbursements or part thereof due to the architect on this account	CLAIMS TO BE SEPARATE

10.7 Professional services rendered in relation to building contract mediation, arbitration or litigation shall rank as a supplementary service in terms of clause 3.4

MEDIATION,
ARBITRATION ETC.

10.8 Upon suspension, deferment or termination of the **project** the **architect** shall be paid in full all outstanding fees and disbursements

UPON
SUSPENSION

11.0 GENERAL

11.0

11.1 SUSPENSION OR DEFERMENT

SUSPENSION OR
DEFERMENT

The **client** may at anytime require that work on the project be suspended or deferred. The **architect** shall not be precluded from recovering any damages he may sustain due to the suspension or deferment of the **project**

11.2 DISAGREEMENT

DISAGREEMENT

Should any disagreement arise either party may declare a dispute by notice to the other party. The parties may resolve the dispute by mediation, failing which it shall be referred to arbitration. The architect shall select an arbitrator from a list of 3 persons nominated by the Association of Arbitrators at the request of either party. The arbitration shall be conducted according to the latest edition of the "Rules for the Conduct of Arbitrators" published by the Association of Arbitrators

11.3 TERMINATION

TERMINATION

This agreement may be terminated by either party on the expiry of fourteen (14) days notice to the other party. Within thirty (30) days of payment of the fees and disbursements due in terms of clause 10.8, the **architect** shall provide copies of documents and other items which, in his opinion, are relevant to the **project**. This disbursement shall be reimbursed by the **client**

11.4 WHOLE AGREEMENT

WHOLE
AGREEMENT

This agreement, including any annexures hereto, is the whole of the contract between the parties and no variation hereof shall have any effect unless reduced to writing and signed by both parties. The validity of clause 11.3 shall not be affected by the termination of this agreement

11.5 LAW OF THIS AGREEMENT

LAW OF THIS
AGREEMENT

The only law applicable to this agreement is the law of the Republic of South Africa

12.0 ARTICLES OF AGREEMENT

12.1 CONTRACTING PARTIES

This agreement is hereby entered into between:

Client	Architect
of	of

12.2 THE PROJECT

The **client** wishes to carry out a **project** comprising:

situated at _____

12.3 DEFINED SERVICES

The services to be provided by the **architect** are:

12.4 BUDGET

The **budget** for the **project** comprises the estimated values of:

(A)	The works :		Total for the works (A) R
(B)	Total of all provisional sums	R	
	Other elements (not included in the works)	R	
			Subtotal (B) R
			Cost of project for fee purposes (A + B) R
(C)	Allowances:		
	Total for professional fees	R	
	Disbursements	R	
	Contingency	R	
	Escalation	R	
			Subtotal (C) R
			SUBTOTAL (A + B + C) R
			VAT at % R
	TOTAL BUDGET		R

12.5 SPECIAL NOTES

The following further special requirements are noted:

12.6 FEES

It is recorded that the **architect's** fees for rendering his professional services on this **project** shall be according to Appendices 1 and 2 dated _____ or as set out below:

12.7 MATERIAL ALTERATION

The value of a material alteration in terms of clause 4.4 shall not exceed the sum of:

R _____

12.8 SIGNATURE OF THE CONTRACTING PARTIES

The **client** appoints the **architect** who accepts the appointment as the principal agent to carry out the defined services for the **project** on the conditions and for the fees and disbursements according to this clause 12 of the agreement

Thus done and signed at _____

on _____

Witness _____

For and on behalf of the **client** who by signature hereto warrants authorisation

Thus done and signed at _____

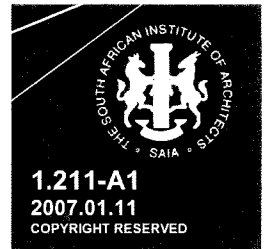
on _____

Witness _____

For and on behalf of the **architect** who by signature hereto warrants authorisation

1 PROFESSIONAL MATTERS
 1.200 APPOINTMENT & REMUNERATION OF AN ARCHITECT
 1.210 AGREEMENTS

1.211 CLIENT/ARCHITECT AGREEMENT: APPENDIX 1



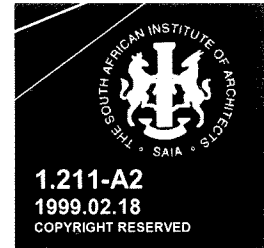
CALCULATION OF FEES

This table Appendix 1, is in accordance with the amended provisions, Board Notice 130 of 2006, dated 1 December 2006, Annual update of the professional tariff of fees published by the S A Council for the Architectural Profession in terms of Section 34(2) of the Architectural Profession Act (Act 44 of 2000). This table shall be applicable to new appointments and shall remain in force during the currency thereof.

PROJECT COST BASED ARCHITECTURAL FEE

APPENDIX 1
 EFFECTIVE 2007.01.01

FEE FOR PROFESSIONAL SERVICES		
COST BRACKET	COST OF PROJECT excluding VAT	FEE excluding VAT Base + percentage of Project Cost
1	R 1 to R 415 000	from 12.50%
2	R 415 001 to R 830 000	R 10 375 + 10.00%
3	R 830 001 to R 1 660 000	R 31 125 + 7.50%
4	R 1 660 001 to R 3 320 000	R 35 275 + 7.25%
5	R 3 320 001 to R 6 640 000	R 43 575 + 7.00%
6	R 6 640 001 to R 13 280 000	R 60 175 + 6.75%
7	R 13 280 001 to R 26 560 000	R 93 375 + 6.50%
8	R 26 560 001 to R 53 120 000	R 159 775 + 6.25%
9	R 53 120 001 to R106 240 000	R 292 575 + 6.00%
10	R106 240 001 to R212 480 000	R 558 175 + 5.75%
11	R212 480 001 to R424 960 000	R 1 089 375 + 5.50%
12	Over R424 960 001	5.75%



CALCULATION OF FEES

The tables shall be applicable to new appointments and shall remain in force during the currency thereof

COST BASED PROJECT MANAGEMENT FEE

APPENDIX 2

FEE FOR PROFESSIONAL SERVICES		
SECTION	COST OF PROJECT excluding VAT	FEE excluding VAT Base + percentage of Project Cost
1	R1 to R1 000 000	from 5.50%
2	R1 000 001 to R2 000 000	R10 000 + 4.50%
3	R2 000 001 to R4 000 000	R15 000 + 4.25%
4	R4 000 001 to R8 000 000	R25 000 + 4.00%
5	R8 000 001 to R16 000 000	R45 000 + 3.75%
6	R16 000 001 to R32 000 000	R85 000 + 3.50%
7	R32 000 001 to R64 000 000	R165 000 + 3.25%
8	R64 000 001 to R128 000 000	R325 000 + 3.00%
9	R128 000 001 to R256 000 000	R645 000 + 2.75%
10	Over R256 000 000	3.00%

This table Appendix 3, is in accordance with the amended provisions, Board Notice 130 of 2006, dated 1 December 2006, Annual update of the professional tariff of fees published by the S A Council for the Architectural Profession in terms of Section 34(2) of the Architectural Profession Act (Act 44 of 2000). This table shall be applicable to new appointments and shall remain in force during the currency thereof.

TIME BASED FEE

APPENDIX 3
EFFECTIVE 2007.01.01

- 1.0 Where a time based fee is selected, the rates in 2.1 shall apply : Provided that whenever these rates are revised, the new rates shall apply to work performed after the date of publication of such revision
- 2.0 RATES:
- 2.1 Principal or partner in a partnership, director of a company or member of a close corporation who bears the risks of the practice and takes full responsibility for the liabilities of such practice:
- Principals with more than 10 years experience : R 930 per hour
Principals with less than 10 years experience : R 750 per hour
- 2.2 **Architects**, senior staff and specialists, who perform work of an architectural nature and who carry direct responsibility for one or more specific activities related to a **project**:
- 17.5 cents per hour per R100 or part thereof of the **total annual cost of employment**
- Should a person referred to in 2.1 perform work of an architectural nature at this level, the rate per hour shall be equivalent to that determined for staff employed in this category
- 2.3 All other salaried professional and technical staff who perform work of an architectural nature under the direction and control of any person referred to in 2.1 or 2.2:
- 15 cents per hour per R100 or part thereof of the **total annual cost of employment**
- 2.4 Other staff performing work of an architectural nature under direction and control
- 12.5 cents per hour per R100 or part thereof of **total annual cost of employment**
- 3.0 The hourly rates referred to above shall be deemed to include establishment charges and charges for time expended by clerical staff and are exclusive of VAT