
ARCHITECTS (SCALE OF MINIMUM FEES) RULES 1986

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MALAYSIA**

ARCHITECTS ACT 1967

ARCHITECTS (SCALE OF MINIMUM FEES) RULES 1986

Act 117

In exercise of the powers under section 35 of the Architects Act 1967, the Board of Architects with the approval of the Minister, makes the following rules :

Part I Preliminary

Citation

1. These Rules may be cited as the Architects (Scale of Minimum Fees) Rules 1986.

Payment of fees

2. An Architect who is engaged by a client to perform any of the professional advice and services described in Part II shall not charge less than the scale of minimum fees described in Part III in addition to the other payments described in Part IV, provided that higher fees and charges where justified by the Architect's special expertise, experience or standing may be applied with the prior agreement of the client.

Interpretation

3. In these Rules unless the context otherwise requires :

“contractor” means any person or persons, firm or company under a contract with the client to perform the work or to supply goods in connection with the work or both and includes a sub-contractor;

“cost of works” means the total cost to the client, however incurred, of all builders and specialist or sub-contractors works, services, installations and equipment designed, specified or allowed for and forming an integral part of the total project to enable it to function fully and occupied up to its intended standards of comfort, convenience, decor and finishes and including any payments (before deduction of any liquidated damages or penalties payable by the contractor to the client) made by the client to the contractor by way of bonus, incentive or ex-gratia payments or in settlement of claims; a fair valuation of any labour, materials, manufactured goods, machinery or other facilities provided by the client, and of the full benefit accruing to the contractor from the use of construction plant and equipment belonging to the client which the client has required to be used in the execution of the works; the market value, as if purchased new, of any second-hand materials, manufactured goods and machinery incorporated in the works; price variations arising from escalation of prices; but shall not include operating equipment or machinery that are not an integral or essential part of the building, administrative expenses, costs incurred by the client under the agreement

between the client and the Architect, interest on capital employed during construction, and the cost of raising money required for carrying out the construction of the works, cost of land and way leaves. The cost of works shall be arrived at as follows :

- (a) for completed works, the total final cost of all works including variations or the original contract sum whichever is the greater;
- (b) for works tendered but not awarded, the lowest acceptable tender received less contingency sum, prime cost, or provisional sums for which no design work has been undertaken; and
- (c) for works where tenders have not been received, the latest estimate of costs prepared by the Architect and accepted by the client.

“multiplier” means a factor derived from the elements covering annual salary; fringe benefits including bonuses, Employees Provident Fund, staff savings and pension fund, subscriptions to professional institutions; payments to registration boards, leave, medical aid and insurances, seminars, conferences and workshops; office administrative charges and expenses including rentals, telephone, telex, facsimile, courier and postal charges, stationery, subscriptions to journals, promotion, training and scholarships, transport cost, legal and audit fees; bank charges, idle time and profits. In the case of site staff recruited specially for the project, the multiplier shall be derived from the elements covering the annual salary, gratuity, Employees Provident Fund, medical aid, insurances, transportation and other allowances, overheads and profits;

“salary” means the basic salary paid by the architectural firm or company to an Architect or other technical staff or the basic salary of directors of the company or the monthly drawings by partners in a partnership firm including any statutory contributions, but excluding any bonuses, allowances, or ancillary benefits;

“time cost” means the annual salary of any person employed by the Architect divided by 1,800 (being deemed to be the average annual total of effective working hours of an employee) and multiplied by the number of working hours spent by such person in performing any of the services in respect of which payment is to be made to the Architect upon the basis of time cost. The annual salary of a person for a period of less than a full year shall be calculated prorata to such person’s salary for such lesser period.

Part II Professional Advice & Services

Advisory services

4. The advisory services to be provided by the Architect shall be as follows :
- (i) ascertaining the client's objectives, brief and constraints for the project and advising the client on how to achieve the objectives;
 - (ii) inspecting and advising the client on the selection and suitability of proposed sites, conducting or taking part in negotiations connected therewith, taking levels and preparing measured drawings, plans of the sites, sites and buildings or existing buildings;
 - (iii) preparing and refining the brief in consultation with the client and interpreting the client's objectives to arrive at an agreed brief for the project;
 - (iv) carrying out such studies as may be necessary for the project and reviewing with the client alternative design and construction solutions, evaluating their respective advantages and disadvantages and advising on all relevant aspects of obtaining statutory approvals necessary for the implementation of the project;
 - (v) preparing the outline project plan which may include a preliminary cost estimate, a preliminary project planning and implementation schedule, a preliminary cash flow projection including probable construction costs and fees and a resource plan;
 - (vi) advising the client on the need for geotechnical, civil, structural, mechanical or electrical engineering, quantity surveying or other specialist consultants' services, inviting, obtaining and evaluating submissions and making recommendations to the client for their appointments if necessary; and
 - (vii) advising the client on the resident site staff required for the project and estimating the cost of their employment and the duration of their employment.

Basic services

5. The basic services to be provided by the Architect shall be as follows :

(1) Schematic Design Phase

The services to be provided during this phase are -

- (i) taking the client's instructions and analysing the project brief;
- (ii) preparing preliminary conceptual sketch proposals to interpret the project brief;

- (iii) developing the preliminary conceptual sketch proposals into sketch designs to a stage sufficient to enable an application to be made for planning approval or approval in principle to comply with the relevant by-laws;
- (iv) preparing preliminary estimates of the probable construction cost based on current area, volume or other unit costs; and
- (v) where applicable, preparing and submitting the drawings and other necessary documents to relevant approving authorities for either town planning approval or approval in principle.

(2) Design Development Phase

The services to be provided during this phase are -

- (i) upon the approval of the proposals by either the relevant authority or the client, developing the schematic design drawings to a stage to enable other consultants to commence their detailed design work;
- (ii) preparing working drawings and submitting the same together with all necessary particulars to the relevant approving authorities to obtain statutory building approval;
- (iii) updating the preliminary estimates of construction costs and submitting the same to the client for his approval; and
- (iv) updating the project planning and implementation schedule and submitting the same to the client for his approval.

(3) Contract Documentation Phase

The services to be provided during this phase are -

- (i) upon the approval by the client of the updated estimates of construction cost and the planning and implementation schedule, preparing and finalising the detailed drawings and other particulars necessary to the stage of completion adequate for bills of quantities to be prepared by an independent quantity surveyor;
- (ii) preparing all documents necessary for obtaining competitive tenders for the work;
- (iii) inviting, on behalf of the client, tenders for the work or collaborating with the independent quantity surveyor engaged by the client to do so;
- (iv) evaluating the results of the tenders and submitting a report and recommendation to the client;

- (v) awarding the contract on behalf of the client; and
- (vi) preparing the contract documents either alone or in collaboration with other independent consultants appointed by the client for signature by the client and the contractor.

(4) Contract Implementation and Management Phase

The services to be provided during this phase are -

- (i) performing all the functions and duties of the Architect under the terms and conditions of the building contract;
- (ii) providing information and issuing instructions to the contractor as required under the terms and conditions of the building contract to enable the contractor to proceed with the works;
- (iii) examining the works programme submitted by the contractor and to be satisfied that the works can reasonably be completed within the contract period;
- (iv) inspecting the works at periodic intervals so as to ensure that the works are being executed in general accordance with the building contract and to enable the Architect to certify the completion of the various stages of the works required in support of an application for a certificate of fitness for occupation from the relevant approving authority;
- (v) where necessary, applying for a certificate of fitness for occupation or its equivalent from the appropriate authority;
- (vi) accepting on behalf of the client, the works at various stages of completion; and
- (vii) providing a set of drawings showing the building as constructed and obtaining for the client the drawings of the building's services as installed together with all warranties and maintenance manuals as provided for in the contracts.

Supplementary Services

6. The supplementary professional services which are not included in the basic services but may be provided by the Architect to supplement the advisory and basic services or which may be provided under a separate appointment shall be as follows :

(1) Surveys and investigations

The services to be provided under this category are -

- (i) preparing measured surveys, taking levels and preparing plans of sites and existing buildings;
- (ii) inspecting, reporting on and giving advice on the condition of existing buildings;

- (iii) preparing schedules of dilapidations for either the landlord or tenant, taking particulars of sites, preparing specifications for repairs and supervising their execution;
- (iv) undertaking structural surveys of a building and ascertaining the extent of defects which may affect its value;
- (v) investigating building failures and arranging and supervising work by contractors or specialists;
- (vi) surveying and measuring existing buildings, preparing specifications and other documents for repairs, restoration or conservation work, administering the contract and inspecting the works during their execution; and
- (vii) inspecting buildings and properties and preparing valuations for mortgage or other purposes.

(2) Planning and development services

The services to be provided under this category are -

- (i) preparing a preliminary technical evaluation of a project to enable the client to reach a decision on whether to proceed and the possible form and content of the project;
- (ii) preparing plans for housing development or other schemes including preliminary layout plans as may be required for discussion with the relevant authorities leading to the preparation of detailed development plans based on the layout plan as approved by either the relevant authority or the client to enable the project to be implemented; and
- (iii) preparing documents and providing all other services necessary in connection with demolition works for the erection of a new building when undertaken separately from the contract.

(3) Supplementary Design Services

The services to be provided under this category are -

- (i) providing interior design services including taking the client's instructions, formulating the brief, deciding on the themes for the various spaces, estimating and establishing the budget and planning and implementation schedules, preparing sketch layouts and studies, preparing working and construction drawings, details, schedules and materials or colour

boards, designing special items of furniture where appropriate or giving detailed advice on the selection of furniture, fittings and soft furnishings, preparing tender documents, obtaining tenders or quotations and advising thereon, accepting on behalf of the client offers for implementation, preparing the contract documents where necessary, managing the contract, supervising the works during the stages of implementation, checking and processing claims from contractors for payment and issuing certificates of payment and accepting on behalf of the client the works on completion;

- (ii) providing landscape design services including the preparation of conceptual landscaping proposals, implementation documents, obtaining and evaluating competitive tenders, recommending and awarding contracts, administering the contract and inspecting works in progress;
- (iii) designing graphics and signage in connection with projects and providing all necessary services for their execution;
- (iv) advising the client on the selection of works of art or commissioning of decorative works and supervising their installation; and
- (v) undertaking special studies in connection with the development of designs for prototype buildings or models including their testing and evaluation.

(4) Financial Advisory Services

The services to be provided under this category are -

- (i) preparation of cost estimates for projects comprising the cost of site acquisition and development, building construction and infrastructure services, landscaping, furniture and equipment and estimated cash flow requirements for the various cost centres; and
- (ii) preparation of Schedules of Rates and other related documents for tendering purposes, inviting tenders on behalf of the Client, examining tenders received or negotiating tenders and prices with shortlisted or selected contractors and/or sub-contractors under any contract system, valuing variations and other applications for interim payments and preparing the final accounts.

(5) Exceptional Negotiations or Protracted Involvement

The services to be provided under this category are -

- (i) participating in special or protracted negotiations in connection with applications for town planning or other statutory approvals including applications for conversions of title to land for development purposes, changes in land use zoning, densities, waivers and appeals;
- (ii) amending the content, scope, design or details of a project, building or any of its parts upon the client's instructions after approvals at various stages have been given by the client and requiring the Architect to either amend or prepare new drawings or production information after they have been finalized;
- (iii) continuing professional services on a protracted basis due to causes beyond the Architect's control and not directly or indirectly caused by actions of the Architect but may be caused by certain decisions of the client, breach of contract by either of the parties to the building contract, strikes, or such similar causes and which will involve the Architect in additional time or work;
- (iv) additional services arising from the failure of the client to award a contract in due time; and
- (v) conferring with solicitors, attending court, arbitration and enquiries in connection with statutory approvals.

(6) Project Management and Administration

The services to be provided under this category are -

- (i) providing total project management services from the inception to completion of a project including preparation of project briefs, appointing and coordinating all consultants, contractors and suppliers, preparation of various levels of project schedules for planning and implementation and monitoring all the activities and elements relative to the agreed targets, preparing reports and their submission to the client, and accepting the completed works on behalf of the client;
- (ii) providing periodic or full time resident site personnel for frequent or constant inspection of the works;
- (iii) providing the full services required for construction management in serving as the overall coordinator where separate contracts for each trade are awarded;

- (iv) preparing 'as built' drawings of buildings on which the Architect was not the designer; and
- (v) preparing a programme for the maintenance of a building and arranging maintenance contracts.

Appointment of an independent specialist consultant to work in collaboration with the Architect

- 6A. Notwithstanding the services as may be provided by the Architect as described in this part of the Rules, and where an independent specialist consultant is appointed directly by the Client or by the Architect, such services that would otherwise be provided by the Architect alone shall be performed by the specialist consultant, in collaboration with the Architect, whose terms of appointment shall be in accordance with the relevant rules.

Part III Scale of Minimum Fees

Fees for advisory services

7. The Architect in providing any of the advisory services described in Rule 4 shall be paid on either the basis of time spent by the Architect and his staff or on a lump sum derived from an estimate of time likely to be spent at not less than the scale of fees as prescribed hereunder and in either case, the Architect shall be reimbursed for all other incidental and out of pocket expenses -
- (a) the principals shall be paid at the hourly rate or rates deduced from the salary times the appropriate multiplier;
 - (b) the technical and supporting staff shall be paid the salary times the appropriate multiplier;
 - (c) the cost of staff other than technical staff shall not be charged unless otherwise agreed; and
 - (d) reimbursable expenses are paid as set out in Part IV.

Fees for full basic services

8. (1) The Architect in providing the full basic services as described in Rule 5 shall be paid in accordance with the minimum scale of fees as described below :
- (a) The works shall first be classified under one or more of the three categories of complexities as described in the Schedule; and
 - (b) The scales of minimum fees shall be a percentage based upon the total cost of works as follows:

- (i) For building types of exceptional character and complexity classified under Category 1 in the Schedule :

TOTAL COST OF WORKS	MINIMUM PERCENTAGE FEE
Below RM 250,000	10.0%
RM 250,000 - RM 500,000	RM 25,000 + 9.25% X (Cost less RM 250,000)
RM 500,000 - RM 1,000,000	RM 48,125 + 8.5% X (Cost less RM 500,000)
RM 1,000,000 - RM 2,000,000	RM 90,625 + 7.75% X (Cost less RM 1,000,000)
RM 2,000,000 - RM 4,000,000	RM 168,125 + 7.0% X (Cost less RM 2,000,000)
RM 4,000,000 - RM 8,000,000	RM 308,125 + 6.25% X (Cost less RM 4,000,000)
RM 8,000,000 - RM 16,000,000	RM 558,125 + 5.5% X (Cost less RM 8,000,000)
RM 16,000,000 and above	RM 998,125 + 4.75% X (Cost less RM 16,000,000)

- (ii) For building types of average complexity requiring a moderate degree of design and detailing classified under Category 2 in the Schedule :

TOTAL COST OF WORKS	MINIMUM PERCENTAGE FEE
Below RM 250,000	7.5%
RM 250,000 - RM 500,000	RM 18,750 + 7.0% X (Cost less RM 250,000)
RM 500,000 - RM 1,000,000	RM 36,250 + 6.5% X (Cost less RM 500,000)
RM 1,000,000 - RM 2,000,000	RM 68,750 + 6.0% X (Cost less RM 1,000,000)
RM 2,000,000 - RM 4,000,000	RM 128,750 + 5.5% X (Cost less RM 2,000,000)
RM 4,000,000 - RM 8,000,000	RM 238,750 + 5.0% X (Cost less RM 4,000,000)
RM 8,000,000 - RM 16,000,000	RM 438,750 + 4.5% X (Cost less RM 8,000,000)
RM 16,000,000 and above	RM 798,750 + 4.0% X (Cost less RM 16,000,000)

(iii) For building types of the simplest utilitarian character classified under Category 3 in the Schedule :

TOTAL COST OF WORKS	MINIMUM PERCENTAGE FEE
Below RM 250,000	5.0%
RM250,000 - RM500,000	RM 12,500 + 4.75% X (Cost less RM 250,000)
RM 500,000 - RM 1,000,000	RM 24,375 + 4.5% X (Cost less RM 500,000)
RM 1,000,000 - RM 2,000,000	RM 46,875 + 4.25% X (Cost less RM 1,000,000)
RM 2,000,000 - RM 4,000,000	RM 89,375 + 4.0% X (Cost less RM 2,000,000)
RM 4,000,000 - RM 8,000,000	RM 169,375 + 3.75% X (Cost less RM 4,000,000)
RM 8,000,000 and above	RM 319,375 + 3.5% X (Cost less RM 8,000,000)

- (2) The computation of fees payable for projects comprising more than one category of building types shall be as follows :
- (i) the total cost of the works under the simpler category of complexity of building types shall be derived and the fees computed in accordance with the scale of minimum fees for the simpler category of complexity; and
 - (ii) the additional fee for the next more complex category of building types which shall be computed by applying the difference between the scale of fees of the two categories upon the cost of the works for the more complex category of building types and with the total cost of all common and preliminary items apportioned between the two different categories of building types.
- (3) The fees payable for services rendered where a design for a building is repeated in the construction of subsequent units on the same site and under a single building contract for which standard type drawings, specifications and other documents are used may be reduced for the subsequent units in accordance with the following :

**PERCENTAGE OF THE
APPROPRIATE FEE BASED
ON THE TOTAL COST OF
WORKS**

For the 1st unit	100%
2nd to 5th unit	75%
6th to 10th unit	50%
11th to 20th unit	40%
21st to 50th unit	30%
51st unit and above	20%

The scale of fees for repetitive work shall be applied subject to the following conditions :

- (i) the fee per unit shall in no case be less than RM 250;
- (ii) the total cost of works to derive the cost of a single unit shall be computed by including the total cost of all the builders works, built-in fittings, integral services and installations, site and external works and infrastructure services serving the immediate site on which the units are constructed for all the units that are repeated and dividing it by the total number of repeated units;
- (iii) a pair of semi-detached houses shall be considered as two buildings;
- (iv) a unit in a row of terrace houses or shophouses including the end units which may be differently treated shall be considered as one unit;
- (v) a block of flats or flatted factories shall be considered as a single unit but multiple units of individual flats or other units in a multi-storeyed block shall not qualify for the application of the scale of fees for repetitive work;
- (vi) where due to variation in site conditions it is necessary to modify the design of the standard type plan to accommodate the ground level or substructure of the building, the modified unit may still be considered as a standard repetitive unit provided the additional work involved in modifying the design and the preparation of additional drawings is paid to the Architect on the basis of time costs; and
- (vii) the handing of plans of otherwise identical type plans of standard units in a housing development scheme shall still qualify the units for application of the scale of fees for repetitive work.

9. The Architect's fees for providing the services under the supplementary services as described in Rule 6 shall be not less than the following :

(a) **Surveys and investigations**

The basis of payment for the professional services rendered shall be as set out in Rule 7.

(b) **Planning and development services**

The fees for the various services under this category shall be as follows :

- (i) for preparing a preliminary technical evaluation of a project the fees shall be as set out in Rule 7;
- (ii) for preparing plans for housing development as described in Rule 6(2)(ii) the fees shall either be on time cost basis described under Rule 7, or on a lump sum derived from an estimate of time likely to be spent and agreed with the client; and
- (iii) for preparing documents and providing services in connection with demolition works as described in Rule 6(2)(iii) the fees shall be as set out in Rule 7.

(c) **Supplementary Design Services**

The fees for the various services under this category shall be as follows :

- (i) for providing full interior design services the fee shall be a minimum of 10.0% of the total cost of the works executed and forming the interior design contract together with all reimbursable expenses as provided for under Rule 11 and shall be paid to the Architect at such time as may be agreed upon with the client when the Architect is first engaged;
- (ii) for providing full landscape design services the fee shall be a minimum of 10.0% of the total cost of the works executed together with all reimbursable expenses as provided for under Rule 11 and shall be paid to the Architect at such times as may be agreed upon with the client when the Architect is first engaged;
- (iii) for providing design and management services in connection with graphics and building signage, the minimum fee shall be on the basis of time costs as provided under Rule 7 together with all reimbursable expenses as provided for under Rule 11;

- (iv) for advising the client and providing services in connection with works of art the fees shall be as set out in Rule 7; and
- (v) for providing services in connection with development of designs for prototype buildings as described in Rule 6(3)(iii), the fees shall be as set out in Rule 7.

(d) **Financial Advisory Services**

The fees for rendering the professional services under this category shall be as follows :

- (i) for preparing cost estimates and other services as described in Rule 6(4)(i) the fees shall be as set out in Rule 7; and
- (ii) for providing services in connection with obtaining or negotiating tenders as described in Rule 6(4)(i) the fees shall be as set out in Rule 7.

(e) **Exceptional Negotiations or Protracted Involvement**

The fees for rendering the professional services as described under Rule 6(5)(i) and Rule 6(5)(ii) shall be as set out in Rule 7.

Payment of fees

10. (1) The fees payable to the Architect shall be made as follows –

UPON COMPLETION OF EACH PHASE	PERCENTAGE FEE FOR PHASE	CUMULATIVE PERCENTAGE FEE FOR PHASE
Schematic Design Phase	15%	15%
Design Development Phase	30%	45%
Contract Documentation Phase	25%	70%
Contract Implementation and Management Phase	30%	100%

- (2) Where the Architect has not completed all the work described under the Schematic Design Phase but has only prepared preliminary sketch designs or studies to illustrate the possibilities or viability of a site or cost of a scheme the fee shall be as set out in Rule 7.

- (3) Where the Architect is engaged only for the purpose of the Contract Implementation and Management Phase the Architect's fee shall be increased by 15% of the appropriate percentage fee for this phase and shall be paid by instalments based on the value of works as certified from time to time.
- (4) The Architect shall be entitled to monthly payments in proportion to the services rendered so that the total fees paid at the completion of each of the phases shall be equal to the percentages as set out in Rule 10(1).
- (5) The Architect shall be paid for Supplementary Services as described in Rule 6 and for Reimbursable Expenses as described in Part IV at monthly intervals upon presentation of the Architect's account.
- (6) All fees or charges due to the Architect shall not be reduced or withheld on account of any penalties, liquidated and ascertained damages or any other sums withheld from payments to the contractor or other parties.

Part IV Other Payments

- 11. In addition to the fees payable to the Architect for any of the services rendered, the Architect shall also be entitled to be reimbursed by the client for the disbursements actually incurred –
 - (a) in printing, reproducing all documents, drawings, maps, models, photographs and other records including those used in communication between the Architect and the other independent consultants and contractors with the exception of one free set of all documents to be provided to the client at all phases of the work during the Architect's basic services and in making enquiries to contractors, subcontractors and suppliers;
 - (b) in sending telegrams, telex, facsimile transmissions, and in making telephone calls other than local;
 - (c) for postage and courier charges for sending documents or other items at the request of the client;
 - (d) when travelling including hotel and other related expenses;
 - (e) in making advertisements for calling of tenders and for site personnel; and
 - (f) in fees payable to independent consultants where they are engaged directly by the Architect with the prior approval of the client.

SCHEDULE

CLASSIFICATION OF BUILDING TYPES UNDER CATEGORIES OF COMPLEXITY

CATEGORY 1

Buildings of exceptional character and complexity

Airport terminal buildings
Abbatoirs
Chancery buildings
Embassy buildings
Ferry terminal buildings
Hospitals (Service, teaching, central-support units or departments to hospitals)
Individually - designed houses
Legislative buildings
Mausoleums
Memorials
Monuments
Museums
Observatories
Palaces
Renovation works

CATEGORY 2

Buildings of average complexity requiring a moderate degree of design and detailing

Aquaria
Art galleries
Assembly halls
Auditoria

Bakeries
Banks
Bowling alleys

Cinema halls
Club houses
College buildings
Concert halls and theatres
Convention halls and facilities
Court houses
Crematoria
Cafeteria and canteens
Civic centres
Community centres

Departmental stores
Exhibition/exposition buildings

Fire stations
 Flat (blocks of)/ Apartment buildings
 Gymnasia

 Hotels
 Housing estates
 Industrial buildings with manufacturing and packaging facilities
 Kindergarten
 Libraries
 Marinas
 Markets
 Medical and health clinics
 Mixed residential/commercial complexes
 Motels
 Nursing homes
 Office buildings
 Parking structures (multi-storeyed)
 Petrol filling and service stations
 Prisons
 Post offices
 Police stations
 Prefabricated structures
 Power stations
 Recreational buildings and facilities
 Restaurants
 Road transportation terminal buildings
 Religious buildings
 Research buildings
 School buildings (other than government primary and secondary schools where standard plans are used)
 Shophouses
 Shopping centres/complexes
 Skating rinks (covered, ice/roller skating)
 Sports buildings
 Stadia
 Supermarkets
 Telephone exchange buildings
 University buildings
 Veterinary clinics

CATEGORY 3

Buildings of the simplest utilitarian character

Carports (single-storeyed)

Farm buildings

School buildings (government and government-aided primary and secondary schools - where standard plans are used)

Simple industrial type buildings

Storage or warehouse buildings

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LEMBAGA ARKITEK MALAYSIA - BOARD OF ARCHITECTS MALAYSIA

ARCHITECTS RULES 1996

THIRD SCHEDULE

PART ONE

CONDITIONS OF ENGAGEMENT OF A PROFESSIONAL ARCHITECT

*Professional Architect
who carries on business
as an architectural
consultancy practice.*

1. (1) A Professional Architect who carries on business as an architectural consultancy practice shall provide architectural consultancy services as described in the scope of services incorporated in the Memorandum of Agreement between the Professional Architect and the client.

P.U.(A) 333 /86.

(2) The architectural consultancy services provided by the Professional Architect shall be in accordance with the Architects (Scale of Minimum Fees) Rules 1986.

(3) The Professional Architect shall be remunerated solely by fees payable by the client for architectural consultancy services provided by him.

*Engagement of
consultants by client.*

2. A Professional Architect shall advise the client on the need for other consultants to be engaged for any part of the project and unless otherwise agreed upon, the consultants shall be engaged and paid by the client.

*Engagement of
consultants by
Professional Architect.*

3. A Professional Architect may be required to engage his own consultants and if the engagement is approved by the client, the fees which would have been payable to such consultants if they were separately engaged shall be paid through the Professional Architect.

*Coordination of
consultants' works.*

4. A Professional Architect shall instruct the consultants and coordinate the consultants' works where required, whether the consultants are engaged pursuant to paragraph 2 or 3.

*Professional Architect
not liable for acts etc. of
consultants engaged by
client.*

5. Where consultants are engaged by the client for any part of the project pursuant to paragraph 2, the Professional Architect shall not be liable for their performance, acts or omissions.

*Professional Architect
responsible for acts etc.
of consultants engaged
by him.*

6. Where consultants are engaged for any part of the project pursuant to paragraph 3, the Professional Architect shall be primarily responsible for their performance, acts or omissions.

Client's agreement.

7. (1) A Professional Architect shall obtain the written agreement of the client in respect of his remuneration for architectural consultancy services to be provided by him pursuant to subparagraph 1(1) within sixty days from the date the notification regarding such remuneration is duly served on the client.

(2) Notwithstanding subparagraph (1), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (1) but the client agrees by his conduct to the conditions of engagement and the scale of professional fees and charges, the client shall for the purposes of subparagraph (1) be considered to have agreed

to such conditions of engagement and scale of professional fees and charges.

Instructions or variation orders.

8. A Professional Architect shall not issue instructions or variation orders including changes in the design, without the prior approval of the client, unless -

- (a) such instructions or variation orders are statutory requirements or necessitated for safety reasons;
- (b) the client is informed in writing of the action taken as soon as practicable; and
- (c) the amount in respect of the variation works is within an amount that has been pre-agreed between the client and the Professional Architect and is specified in the Memorandum of Agreement or any amendments to such agreement.

Inspection of works.

9. A Professional Architect shall inspect the works at periodic intervals as required under paragraph 5(4)(iv) of Part II of the Architects (Scale of Minimum Fee) Rules 1986 and where more frequent or constant inspection is considered by the Professional Architect to be necessary, the Professional Architect -

- (a) may recommend to the client the employment of a clerk of works, resident Architect or other personnel, where the cost of employing such person shall be borne by the client; or
- (b) may, if the client agrees, second to the works personnel under the Professional Architect's employment, where the Professional Architect shall be reimbursed on the basis of time costs multiplied by a multiplier as agreed between him and the client.

Estimates of costs and time.

10. A Professional Architect shall estimate the costs and the time for the project to be completed and shall keep the client informed of any material changes in such estimates of costs and time.

Client to provide all information.

11. The client shall provide the Professional Architect with all the necessary information on his requirements for the project to enable the Professional Architect to proceed with his work, including particulars concerning the survey and land title of the site, existing structures and features of the site, sub-surface conditions and adjoining sites, unless such particulars are agreed to be provided by the Professional Architect under the Memorandum of Agreement.

Client's authorised representative.

12. The client shall designate, if necessary, a person authorised to act on his behalf in respect of the project.

Instructions to contractor.

13. The client shall only issue instructions to the building contractor through the Professional Architect in respect of works for the project.

Client to give prompt decisions.

14. The client shall give decisions within a reasonable time on matters submitted by the Professional Architect so as not to delay the Professional Architect's work.

Client to pay submission fees and charges for

15. The client shall pay all fees or charges in connection with submissions for approval for town planning, conversions of land title,

approval.

building or other statutory approvals required by the relevant authorities and shall do so within a reasonable time so as not to delay the progress of the project.

Suspension of architectural consultancy practices.

16. (1) The Professional Architect shall, in the event the client fails to pay the fees claimed within the period stipulated in the Memorandum of Agreement, be entitled to suspend his services not amounting to a termination, where the suspension commences upon the Professional Architect having duly served a written notice of suspension on the client.

(2) The suspension under subparagraph (1) shall remain in force until the fees are paid or settled, or in the event of a dispute, until the matter is referred for resolution as provided for in paragraph 23 or 24.

Termination of engagement.

17. (1) The Memorandum of Agreement between the Professional Architect and the client may be terminated at any time by either party serving upon the other party a written notice of termination, where such termination shall take effect after a period of sixty days from the date of the written notice, or such shorter period as may be agreed upon between the Professional Architect and the client.

(2) Notwithstanding the service of the notice of termination under subparagraph (1), the Professional Architect shall continue to provide architectural consultancy services until the date of termination of the Memorandum of Agreement.

Professional Architect to submit accounts.

18. The Professional Architect shall submit his accounts to the client for the balance of fees due together with any other outstanding claims for reimbursable charges not later than thirty days from the date of termination of the Memorandum of Agreement.

Appointment of another Professional Architect.

19. In the event that the Memorandum of Agreement between the Professional Architect and the client is terminated for a reason not due to the fault of either party, the Professional Architect shall, subject to the rights of either party in respect of antecedent breaches of the Memorandum of Agreement between the two parties, charge the balance of fees for architectural consultancy services rendered up to the stage of termination together with all reimbursable charges, and after the full settlement of all fees and charges due from the client, the Professional Architect shall issue a letter of release to the client and the client shall be entitled to appoint another Professional Architect to continue with the project.

Copyright in respect of works executed by the Professional Architect. Act 332.

20. Pursuant to section 14 of the Copyrights Act 1987, copyright in all documents and drawings prepared by the Professional Architect, including any works executed from such documents and drawings, shall remain the property of the Professional Architect, unless otherwise transferred to the client upon such terms and consideration as may be agreed between the Professional Architect and the client.

Entitlement to documents.

21. (1) Where the Professional Architect has rendered architectural consultancy services up to and including the Contract Documentation Phase and has received his due fees, the client shall be entitled to reproduce the design for the purpose of implementing the project provided that the project is on the site on which the design was originally prepared.

(2) The entitlement to utilise the original design as stipulated in subparagraph (1) shall be applicable to the maintenance, repair, renewal, reinstatement or modification of the project.

Delivery of documents upon termination.

22. Upon the termination of the Memorandum of Agreement between the Professional Architect and the client and the settlement of all dues or upon the receipt of an acceptable guarantee of payment, the Professional Architect shall deliver to the client copies of drawings, specifications and other documents relating to the project that are in the possession of the Professional Architect.

Mediation.

23. (1) In the event of any dispute between the Professional Architect and the client, whether arising during or after the rendering of architectural consultancy services under the Memorandum of Agreement, the parties may refer their dispute for mediation in accordance with the guidelines or circulars issued by the Board.

(2) Prior reference of the dispute to mediation under subparagraph (1) shall not be a condition precedent for its reference to arbitration by either the Professional Architect or the client, nor shall any of their rights to refer the dispute to arbitration under paragraph 24 be in any way prejudiced or affected.

Arbitration.

24. (1) In the event of any dispute between the Professional Architect and the client, whether arising during or after the rendering of architectural consultancy services under the Memorandum of Agreement, either party shall give a notice in writing to the other party informing him of the matter in dispute and requiring its settlement.

(2) The Professional Architect and the client shall appoint an arbitrator within fourteen days from the date of the notice.

(3) If the Professional Architect and the client fail to appoint an arbitrator within fourteen days from the date of the notice, either party may submit a written request to the President of the Board to appoint a person to serve as an arbitrator, whose award shall be final and binding on both the Professional Architect and the client.

Death or incapacity of Professional Architect.

25. (1) In the event of the death or incapacity of the Professional Architect who is a sole proprietor, the Professional Architect's engagement shall be regarded as terminated.

(2) The client may, on payment of all outstanding fees and other dues in respect of the engagement of the Professional Architect, make use of all drawings and documents prepared by the Professional Architect, provided that they are only for the purpose of implementing the project on the site on which the design was originally prepared.