

ARCHITECTS (SCALE OF MINIMUM FEES) RULES 2010

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ARCHITECTS (SCALE OF MINIMUM FEES) RULES 2010

In exercise of the powers conferred by section 35 of the Architects Act 1967 [Act 117], the Board of Architects Malaysia, with the approval of the Minister, makes the following rules:

PART I PRELIMINARY

1. Citation and commencement

- (1) These rules may be cited as the **Architects (Scale of Minimum Fees) Rules 2010**.
- (2) These Rules come into operation on 1 March 2010.

2. Interpretation

In these Rules, unless the context otherwise requires –

"salary" means the basic salary paid by the architectural consultancy practice to a director, partner, sole proprietor, Professional Architect, allied professional, sub-professional, site staff, administrative staff or technical staff of the architectural consultancy practice, including any statutory contributions, but excludes any bonuses, allowances or ancillary benefits;

"site staff" means professionals, sub-professionals, administrative staff or technical staff employed by the architectural consultancy practice, after consent is obtained from a client, to provide standing supervision of the project to ensure that the works are being executed in accordance with the building contract;

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

"cost of works" means the total cost to the client, however incurred, of all the contractors and specialist works, services, installations and equipment designed, specified or allowed for and forming an integral part of the total project to enable the project to be completed and occupied to its intended standards of comfort, convenience, decor and finishes, and includes –

- (a) any payment (before deduction of any liquidated and ascertained damages or penalties payable by the contractor to the client) made by the client to the contractor by way of bonuses, incentives or ex-gratia payments, or in settlement of claims;
- (b) a fair valuation of any labour, materials, manufactured goods, machinery or other facilities provided by the client;
- (c) 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;
- (d) the market value, as if purchased new, of any second-hand materials, manufactured goods and machinery incorporated in the works; and
- (e) price variations arising from escalation of prices,

but shall not include –

- (A) operating equipment or machinery that are not an integral or essential part of the building;
- (B) administrative expenses by the client;
- (C) costs incurred by the client under an agreement between the client and the architectural consultancy practice;
- (D) interest on capital employed during construction;
- (E) the cost of raising money required for carrying out the construction of the works; and
- (F) the cost of land and way leaves;

"time cost" means the annual salary of any person employed by an architectural consultancy practice 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 architectural consultancy practice upon the basis of time cost, and the annual salary of a person for a period of less than a full year shall be calculated pro rata to such person's salary for such lesser period;

"multiplier" means a factor derived from the elements covering –

- (a) annual salary;
- (b) gratuity;
- (c) fringe benefits including bonuses, contributions to the Employees Provident Fund, staff savings and pension fund, subscriptions to professional institutions, payment to registrations boards, leave, medical aid and insurance, seminars, conferences and workshops;
- (d) office administrative expenses including rentals, telephone, telex, facsimile, courier and postal charges, stationery, subscriptions to journals, training and scholarships, transportation costs, legal fees, audit fees and bank charges;
- (e) idle time; and
- (f) profits.

3. Payment of fees

Any architectural consultancy practice which is engaged by a client to perform any of the architectural consultancy services specified in Part II shall not charge less than the scale of minimum fees specified in Part III in addition to the other payments in Part IV, provided that higher fees, where justified by the architectural consultancy practice's special expertise, experience or standing, may be charged with the prior agreement of the client.

4. Cost of works

The cost of works shall be determined as follows:

- (a) for completed works, the original contract sum or if there are variations to the works, the final cost of works including variations;
- (b) for works tendered but not awarded, the lowest acceptable tender as agreed by the architectural consultancy practice and the client less contingency sum; and

- (c) for works where tenders have not been received, the latest estimate of costs prepared by the architectural consultancy practice or other consultants and accepted by the client.

5. Multiplier

The multiplier for the respective persons is as follows:

- (a) 3.0 for a director, partner or sole proprietor;
- (b) 2.4 for an employed professional;
- (c) 2.2 for a sub-professional; and
- (d) 2.0 for an administrative staff or technical staff.

PART II ARCHITECTURAL CONSULTANCY SERVICES

6. Types of service

The architectural consultancy practice shall provide any or all of the following types of services:

- (a) Basic Services;
- (b) Supplementary Services;
- (c) Additional Services.

7. Phases for Basic Services

The Basic Services that may be provided by the architectural consultancy practice shall be for any or all of the following phases:

- (a) Schematic Design Phase;
- (b) Design Development Phase;
- (c) Contract Documentation Phase;
- (d) Contract Implementation and Management Phase;
- (e) Final Completion Phase.

8. Basic Services under Schematic Design Phase

The Basic Services that may be provided by the architectural consultancy practice under the Schematic Design Phase shall be any or all of the following:

- (a) taking the client's instructions and analyzing the project brief;

- (b) preparing preliminary conceptual sketch proposals to interpret the project brief;
- (c) 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 as required under any relevant laws;
- (d) preparing preliminary estimates of the probable construction costs based on the current area, volume or other unit costs;
- (e) where applicable, preparing and submitting drawings and other necessary documents to the relevant approving authorities for either town planning approval or approval in principle as required under any relevant laws.

9. Basic Services under Design Development Phase

The Basic Services that may be provided by the architectural consultancy practice under the Design Development Phase shall be any or all of the following:

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

10. Basic Services under Contract Documentation Phase

The Basic Services that may be provided by the architectural consultancy practice under the Contract Documentation Phase shall be any or all of the following:

- (a) upon approval by the client of the updated preliminary estimates of construction costs and the project planning and implementation schedule, preparing and finalizing detailed drawings and other particulars necessary to the stage of completion sufficient to enable bills of quantities to be prepared;
- (b) in collaboration with other consultants, preparing all documents necessary for obtaining competitive tenders for the works;
- (c) inviting, on behalf of the client, tenders for the works or collaborating with other consultants engaged by the client to do so;
- (d) evaluating the results of the tenders and submitting a report and recommendation to the client;
- (e) awarding the contract on behalf of the client;
- (f) preparing the building contract documents, either alone or in collaboration with other consultants appointed by the client, for signature between the client and the contractor.

11. Basic Services under Contract Implementation and Management Phase

The Basic Services that may be provided by the architectural consultancy practice under the Contract Implementation and Management Phase shall be any or all of the following:

- (a) performing all functions and duties of the architectural consultancy practice under the terms and conditions of the building contract;
- (b) advising the client on the site staff required for the project and estimating the cost and duration of their employment;
- (c) 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;
- (d) examining the works programme submitted by the contractor and to be satisfied that the works can reasonably be completed within the contract period;
- (e) inspecting the works at periodic intervals so as to ensure that the works are being executed in accordance with the building contract and to issue a certificate of practical completion.

12. Basic Services under Final Completion Phase

The Basic Services that may be provided by the architectural consultancy practice under the Final Completion Phase shall be any or all of the following:

- (a) issuing a certificate of completion and compliance for building after being satisfied that the building is fit and safe for occupancy;
- (b) certifying as-built drawings and submitting maintenance manuals together with all warranties to the client;
- (c) issuing a certificate of making good defects after being satisfied that all defects to the building have been rectified;
- (d) preparing final accounts for the contract and issuing a final certificate of payment to the contractor.

13. Supplementary Services

The Supplementary Services which are not included in the Basic Services but which may be provided by the architectural consultancy practice to supplement the Basic Services shall be any or all of the following:

- (a) ascertaining the client's objectives, brief and constraints for the project and advising the client on how to achieve the objectives;
- (b) inspecting and advising the client on the selection and suitability of proposed sites, and conducting or taking part in negotiations connected therewith;
- (c) 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;
- (d) preparing an outline project plan which may include a preliminary estimate of construction costs, a preliminary project planning and implementation schedule, a preliminary cash flow projection and a resource plan;
- (e) preparing a master plan for housing development or other schemes, including preliminary layout plans, for discussion with the relevant approving authorities that leads to the preparation of detailed development plans

based on the layout plans as approved by the relevant approving authority to enable the project to be implemented;

- (f) preparing the drawings for sale and purchase agreements, where relevant;
- (g) certifying and issuing certificates of stage completion under the sale and purchase agreement between the client and the purchasers;
- (h) providing interior design services, including preparing sketch layouts, working and construction drawings, details and tender documents, managing the contract, supervising the works during the stages of implementation, issuing certificates of payment and accepting on behalf of the client such works upon its completion;
- (i) designing graphics and signage in connection with the project and providing all the necessary services for their execution.

14. Additional Services

The Additional Services that may be provided by the architectural consultancy practice under a separate appointment shall be any or all of the following:

- (a) advisory services;
- (b) survey and investigation services;
- (c) planning and development services;
- (d) financial advisory services;
- (e) exceptional negotiations and protracted involvement services;
- (f) project management consultancy services;
- (g) miscellaneous services.

15. Advisory services

The advisory services that may be provided by the architectural consultancy practice shall be any or all of the following:

- (a) carrying out such studies as may be necessary for the project and reviewing with the client alternative designs 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;
- (b) 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 the appointment of persons providing such services, if necessary.

16. Survey and investigation services

The survey and investigation services that may be provided by the architectural consultancy practice shall be any or all of the following:

- (a) preparing measured surveys, taking levels and preparing plans of sites and existing buildings;

- (b) inspecting, reporting and giving advice on the condition of existing buildings;
- (c) preparing schedules of dilapidation of existing buildings for either the landlord or tenant of such buildings, taking particulars of sites, preparing specifications for repairs and supervising their execution;
- (d) undertaking surveys on the structure of a building and ascertaining the extent of defects which may affect its value;
- (e) investigating building failures and arranging and supervising work to rectify the building failures by contractors or specialists;
- (f) surveying and measuring existing buildings, preparing specifications and other documents for repairs, restoration or conservation works, administering the contract and inspecting the works during their execution;
- (g) preparing documents and providing all other services necessary in connection with demolition works for the purpose of the erection of a new building when undertaken separately from the building contract;
- (h) inspecting buildings and properties and preparing valuations for mortgage or other purposes;
- (i) conducting any survey, preparing reports including environmental impact assessment reports, or carrying out investigations relating to the built environment.

17. Planning and development services

The planning and development services that may be provided by the architectural consultancy practice shall be any or all of the following:

- (a) preparing a structural plan and local plan;
- (b) preparing a master plan in accordance with the approved structural plan and local plan;
- (c) preparing sub-divisional layout plans and submitting applications for planning approval to the relevant authorities for the purpose of development;
- (d) preparing a preliminary technical evaluation, planning reports and feasibility studies relating to land use of a project to enable the client to reach a decision on whether to proceed with the project and the possible form and content of the project.

18. Financial advisory services

The financial advisory services that may be provided by the architectural consultancy practice shall be any or all of the following:

- (a) preparing cost estimates for a project comprising the cost of site acquisition and development, building construction and infrastructure services, landscaping, furniture and equipment and estimated cash flow requirements for the related items;
- (b) preparing the Schedule 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 under any contract system, valuing variations and other applications for interim payments and preparing the final accounts.

19. Exceptional negotiations or protracted involvement services

The exceptional negotiations or protracted involvement services that may be provided by the architectural consultancy practice shall be any or all of the following:

- (a) participating in protracted negotiations in connection with applications for town planning or other statutory approvals, including applications for conversion of title to land for development purposes, changes in land use, zoning, densities, waivers and appeals;
- (b) amending the content, scope, design or details of a project or, 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 architectural consultancy practice to either amend or prepare new drawings or produce information after they have been finalised;
- (c) continuing services on a protracted basis due to causes beyond the architectural consultancy practice's control and not directly or indirectly caused by actions of the architectural consultancy practice, but may be caused by certain decisions of the client, breach of contract by any of the parties to the building contract or other causes, and which will involve the architectural consultancy practice in additional time or work;
- (d) conferring with solicitors, attending court, mediation, arbitration and enquiries in connection with statutory approvals.

20. Project management consultancy services

The project management consultancy services that may be provided by the architectural consultancy practice shall be any or all of the following:

- (a) providing total project management consultancy services from the inception to completion of a project, including preparing of project briefs, appointing and coordinating with all consultants, contractors and suppliers, preparing various levels of project schedules for the planning, implementation and monitoring all the activities and elements related to the agreed targets, preparing reports and their submission to the client, and accepting the completed works on behalf of the client;
- (b) providing periodic or full time site staff for frequent or constant inspection of the works;
- (c) providing the full services required for construction management in serving as the overall coordinator where separate contracts for each trade are awarded;
- (d) preparing as-built drawings of buildings of which the architectural consultancy practice is not the designer;
- (e) preparing a programme for the maintenance of a building and preparing the maintenance contract for the building.

21. Miscellaneous services

The miscellaneous services that may be provided by the architectural consultancy practice shall be any or all of the following:

- (a) providing landscape design services, including preparing conceptual landscaping proposals, implementation documents, obtaining and evaluating competitive tenders, recommending and awarding contracts, administering the contract and inspecting works in progress in respect of such services;
- (b) advising the client on the selection of works of art or commissioning of decorative works and supervising their installation;

- (c) undertaking special studies in connection with the development of designs for prototype buildings or models, including their testing and evaluation;
- (d) providing illumination design services, including preparing conceptual design proposals, pictures and schedules, obtaining and collecting competitive tenders, recommending and awarding the contract, and inspecting works in progress in respect of such services.

22. Appointment of specialist consultant to work in collaboration with architectural consultancy practice

Where a specialist consultant is appointed directly by the client or by the architectural consultancy practice to provide the services under this Part, such services that would otherwise be provided by the architectural consultancy practice alone shall be provided by the specialist consultant in collaboration with the architectural consultancy practice in accordance with the terms of the appointment.

PART III SCALE OF MINIMUM FEES

23. Fees for Basic Services

(1) An architectural consultancy practice which provides the Basic Services as specified in rules 8, 9,10, 11 and 12 shall be paid in accordance with the minimum scale of fees as specified below:

- (a) the works shall first be classified under one or more of the three categories of complexities as specified in the Schedule; and
- (b) the scale 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 as classified under category 1 of the Schedule -

<i>Total cost of works</i>	<i>Minimum percentage fee</i>
RM500,000 and below	[Cost] x 10.00%
RM 500,001 to RM 1,000,000	[(Cost - RM 500,000) x 9.25%] +RM50,000
RM 1,000,001 to RM 2,000,000	[(Cost - RM 1,000,000) x 8.50%] +RM96,250
RM 2,000,001 to RM 4,000,000	[(Cost - RM 2,000,000) x 7.75%] + RM 181,250
RM 4,000,001 to RM 8,000,000	[(Cost - RM 4,000,000) x 7.00%] + RM 336,250
RM 8,000,001 to RM 16,000,000	[(Cost - RM 8,000,000) x 6.25%] + RM 616,250
RM 16,000,001 to RM 32,000,000	[(Cost - RM 16,000,000) x 5.50%] + RM 1,116,250
RM 32,000,001 to RM 64,000,000	[(Cost - RM 32,000,000) x 5.00%] + RM 1,996,250

RM 64,000,001 to RM 128,000,000	[(Cost - RM 64,000,000) x 4.50%] + RM 3,596,250
RM 128,000,001 to RM 256,000,000	[(Cost - RM 128,000,000) x 4.25%] + RM 6,476,250
RM 256,000,001 to RM 512,000,000	[(Cost - RM 256,000,000) x 4.00%] + RM 11,916,250
RM 512,000,001 and above	[(Cost - RM 512,000,000) x 3.75%] + RM 22,156,250

- (ii) for building types of average complexity requiring a moderate degree of design and detailing as classified under category 2 of the Schedule -

Total cost of works	Minimum percentage fee
RM 500,000 and below	[Cost] x 7.50%
RM 500,001 to RM 1,000,000	[(Cost - RM 500,000) x 7.0%] + RM 37,500
RM 1,000,001 to RM 2,000,000	[(Cost - RM 1,000,000) x 6.50%] +RM 72,500
RM 2,000,001 to RM 4,000,000	[(Cost - RM 2,000,000) x 6.00%] +RM 137,500
RM 4,000,001 to RM 8,000,000	[(Cost - RM 4,000,000) x 5.50%] +RM 257,500
RM 8,000,001 to RM 16,000,000	[(Cost - RM 8,000,000) x 5.00%] +RM477,500
RM 16,000,001 to RM 32,000,000	[(Cost - RM 16,000,000) x 4.75%] + RM 877,500
RM 32,000,001 to RM 48,000,000	[(Cost - RM 32,000,000) x 4.50%] + RM 1,637,500
RM 48,000,001 to RM 64,000,000	[(Cost - RM 48,000,000) x 4.25%] + RM 2,357,500
RM 64,000,001 to RM 80,000,000	[(Cost - RM 64,000,000) x 4.00%] + RM 3,037,500
RM 80,000,001 to RM 96,000,000	[(Cost - RM 80,000,000) x 3.75%] + RM 3,677,500
RM 96,000,001 to RM 112,000,000	[(Cost - RM 96,000,000) x 3.50%] + RM 4,277,500
RM 112,000,001 and above	[(Cost - RM 112,000,000) x 3.25%] + RM 4,837,500

(iii) for building types of the simplest utilitarian character as classified under category 3 of the Schedule –

Total cost of works	Minimum percentage fee
RM 1,000,000 and below	[Cost] x 5.00%
RM 1,000,001 to RM 2,000,000	[(Cost - RM 1,000,000) x 4.75%] +RM 50,000
RM 2,000,001 to RM 4,000,000	[(Cost - RM 2,000,000) x 4.50%] +RM 97,500
RM 4,000,001 to RM 8,000,000	[(Cost - RM 4,000,000) x 4.25%] +RM 187,500
RM 8,000,001 to RM 16,000,000	[(Cost - RM 8,000,000) x 4.00%] +RM 357,500
RM 16,000,001 to RM 32,000,000	[(Cost - RM 16,000,000) x 3.75%] + RM 677,500
RM 32,000,001 to RM 64,000,000	[(Cost - RM 32,000,000) x 3.50%] + RM 1,277,500
RM 64,000,001 and above	[(Cost - RM 64,000,000) x 3.25%] + RM 2,397,500

(2) Where there is more than one category of complexity of building types as specified in the Schedule, the fee shall be calculated separately for each building type with the total cost of all preliminary items, common items and infrastructure apportioned among the different categories of complexities of building types.

(3) Subject to subrule (4), the computation of fees payable for repetitive works shall be as follows:

(a) for buildings other than housing –

(i) where the architectural consultancy practice is engaged to render Basic Services which entail repetitive works for the purpose of one building contract, where the construction works are executed within the same site and within the same contract period, the fees shall be computed as follows:

Building unit	Percentage of appropriate fees based on total cost of works
For the 1 st unit	100%
2 nd to 5 th unit	40%
6 th to 9 th unit	35%
10 th and subsequent units	30%; and

- (ii) where the architectural consultancy practice is engaged to render Basic Services which entail repetitive work for the purpose of separate building contracts, where the construction works are executed on different sites or at different contract periods, the fees shall be computed as follows:

<i>Building unit</i>	<i>Percentage of appropriate fees based on total cost of works</i>
For the 1 st unit	100%
For the 2 nd unit	65%
For the 3 rd unit	55%
For the 4 th and subsequent units	45%; and

- (b) for housing, where the design for a building is repeated in the construction of subsequent units executed on the same site and under a single building contract for which standard type drawings, specifications and other documents are used, the fees shall be computed as follows –

<i>Building unit</i>	<i>Percentage of appropriate fees based on total cost of works</i>
For the 1 st unit	100%
2 nd to 10 th unit	75%
11 th to 30 th unit	50%
31 st to 60 th unit	40%
61 st to 100 th unit	30%
101 th unit and above	20%

(4) The fees for repetitive works as specified in subrule (3) shall be applied subject to the following conditions:

- (a) the total cost of works to derive the cost of a single unit shall be computed by including the total cost of all the contractors 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;
- (b) a pair of semi-detached buildings shall be considered as two units;
- (c) an identical unit in a row of terrace houses, shop houses, shop offices or factories shall be considered as a single unit;
- (d) a block of flats or multi-storeyed factories shall be considered as a single unit;
- (e) where due to variation in site conditions or the requirements of authorities, 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 that the additional works involved in modifying the design and the preparation of additional drawings is paid to the architectural consultancy practice on the basis of time costs; or
- (f) the use of plans in mirror image of an otherwise identical type of plans of standard units in a development scheme shall still qualify the units for the application of fees for repetitive work.

(5) Notwithstanding subrule (1), where there are variations to the works at any time during the course of construction which results in a reduction to the original contract sum, the fees for the services rendered by the architectural consultancy practice -

- (a) under the completed Schematic Design Phase, Design Development Phase and Contract Documentation Phase, shall be based on the original contract sum; and
- (b) under the completed Contract Implementation and Management Phase and Final Completion Phase, shall be based on the final cost of works, including variations.

(6) Where there are variations to the works at any time during the course of construction which results in an increase to the original contract sum, the fees for the services rendered by the architectural consultancy practice shall be as specified under paragraph 23(1)(b).

(7) Where a project is abandoned or deferred, the architectural consultancy practice shall be entitled to charge –

- (a) in respect of the completed services under a phase, the full fees for the services rendered; and
- (b) in respect of the incomplete services under a phase, the fees for the portion of the services rendered.

(8) Notwithstanding subrule (7), where the architectural consultancy practice has not completed all the services specified under the Schematic Design Phase, the fees shall be based on an amount to be agreed between the architectural consultancy practice and the client, and in the absence of such agreement, the fees shall be based on time cost times the appropriate multiplier.

24. Fees for Supplementary Services

(1) Subject to subrules (2), (3) and (4), an architectural consultancy practice which provides any of the Supplementary Services as specified in rule 13 shall, subject to agreement between the architectural consultancy practice and client, be paid -

- (a) on the basis of time cost times multiplier; or
- (b) a lump sum derived from an estimate of time likely to be spent by the architectural consultancy practice at the hourly rate or rates deduced from the salary of the person employed by the architectural consultancy practice to provide the Supplementary Services times the appropriate multiplier.

(2) The fees for the preparation of the drawings for sale and purchase agreements as specified in paragraph 13(f), and for certifying and issuing certificates of stage completion under the sale and purchase agreement as specified in paragraph 13(g), shall be at the rate as determined by the Board.

(3) The minimum fees for providing interior design services as specified in paragraph 13(h) shall be 10% of the total cost of works.

(4) The minimum fees for providing graphics and signage design services as specified in paragraph 13(i) shall be 15% of the total cost of works.

25. Fees for Additional Services

(1) Subject to subrules (2) and (4), an architectural consultancy practice which provides any of the Additional Services as specified in rules 15, 16, 17, 18, 19 and 21 shall, subject to agreement between the architectural consultancy practice and client, be paid –

- (a) on the basis of time cost times multiplier; or

- (b) a lump sum derived from an estimate of time likely to be spent by the architectural consultancy practice at the hourly rate or rates deduced from the salary of the person employed by the architectural consultancy practice to provide the Additional Services times the appropriate multiplier.

(2) The fees for preparing a master plan in accordance with the approved structural plan and local plan as specified in paragraph 17(b) shall, subject to agreement between the architectural consultancy practice and client, either be on the basis of time cost times multiplier as specified in paragraph (1)(a), or a lump sum derived from an estimate based on land area, gross floor area and unit range involved.

(3) The minimum fees for providing the project management consultancy services as specified in rule 20 shall be 3.5% of the total cost of works.

(4) The minimum fees for providing -

- (a) landscape design services as specified in paragraph 21(a) shall be 15% of the total cost of works; and
- (b) illumination design services as specified in paragraph 21 (d) shall be 10% of the total cost of the works.

26. Fees for appointment of specialist consultant to work in collaboration with architectural consultancy practice

The fees for the appointment of a specialist consultant to work in collaboration with the architectural consultancy practice in pursuance of rule 22 shall be as agreed between the specialist consultant and either the client or the architectural consultancy practice who had appointed the specialist consultant to provide the services under Part II.

27. Payment of fees for Basic Services

(1) The fees payable to the architectural consultancy practice for Basic Services shall be made as follows –

<i>Upon completion of each phase</i>	<i>Percentage of total fee payable</i>
Schematic Design Phase	15%
Design Development Phase	30%
Contract Documentation Phase	25%
Contract Implementation and Management Phase	25%
Final Completion Phase	5%

(2) The architectural consultancy practice shall be entitled to monthly payments or at intervals to be mutually agreed upon by the architectural consultancy practice and the client in proportion to the Basic Services rendered so that the total fees paid at the completion of each of the phases of Basic Services rendered shall be equal to the percentage as set out in subrule (1).

(3) Notwithstanding subrules (1) and (2), where the architectural consultancy practice is engaged only for the purpose of the Contract Implementation and Management Phase and Final Completion Phase, the architectural consultancy practice's fee shall be increased by 30% of the fee payable for these phases and shall be paid by instalments based on the value of works as certified from time to time.

28. Payment of fees for Supplementary and Additional Services

The architectural consultancy practice shall be paid for –

- (a) the Supplementary Services as specified in rule 13; and
- (b) the Additional Services as specified in rules 15, 16, 17, 18, 19,20 and 21,

at monthly intervals or as mutually agreed by the architectural consultancy practice and the client, upon the presentation of the architectural consultancy practice's invoice or statement of accounts for such services to the client.

29. Withholding of payment

All fees due to the architectural consultancy practice shall not be reduced or withheld on account of any penalties, liquidated and ascertained damages or any other sums withheld from payments by the client to the contractor or any other party.

PART IV OTHER PAYMENTS

30. Reimbursable expenses

(1) The architectural consultancy practice shall, in addition to the fees payable to it for any of the services rendered under Part II, be entitled to be reimbursed by the client for the disbursements actually incurred by it or at such rates as agreed between the architectural consultancy practice and the client –

- (a) for preparing, printing and reproducing all documents, drawings, maps, models, photographs and other records, including those used in communications between the architectural consultancy practice and the relevant approving authority, the consultants, specialist consultants and contractors, provided that one free set of all such documents, drawings, maps, photographs and other records shall be provided by the architectural consultancy practice to the client at all appropriate phases of the work;
- (b) for sending telegrams, telex, facsimile transmissions, and for making telephone calls other than local calls;
- (c) for postage and courier charges for sending documents or other items at the request of the client;
- (d) when travelling including accommodation and other related expenses;
- (e) for advertising the calling of tenders and engagement of site staff; and
- (f) for fees payable to the specialist consultants where they are engaged directly by the architectural consultancy practice with the prior approval of the client.

(2) The amount of any service tax or any other taxes imposed on the services rendered by the architectural consultancy practice shall be chargeable to the client.

PART V GENERAL

31. Revocation

The Architects (Scale of Minimum Fees) Rules 1986 [P.U(A) 333/1986], referred to as "the revoked Rules", are revoked.

32. Transitional

(1) All actions, engagements, directions, approvals or decisions done, made or given under the revoked Rules before the coming into operation of these Rules shall continue to have effect, as if the revoked Rules had not been revoked by these Rules, until they expire, are terminated or revoked, as the case may be.

(2) All fees or expenses payable to an architectural consultancy practice or specialist consultant in accordance with the revoked Rules before the coming into operation of these Rules, shall continue to be made as if the revoked Rules had not been revoked by these Rules.

SCHEDULE

CLASSIFICATION OF BUILDING TYPES UNDER CATEGORIES OF COMPLEXITY

CATEGORY 1 :

Building types of exceptional character and complexity

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

CATEGORY 2 :

Building types of average complexity requiring a moderate degree of design and detailing

- Art galleries
- Assembly halls
- Audio-visual / telecommunication buildings
- Auditoria
- Aquaria
- Banks
- Bowling centres
- Bakeries
- Club houses
- College buildings
- Community centres
- Concert halls and theatres
- Convention halls and facilities
- Court houses

Crematoria
Cafeteria and canteens
Cinema halls
Civic centres
Departmental stores
Exhibition / exposition buildings
Flats (blocks of) / apartment buildings
Fire stations
Gymnasias
Housing Estates
Hotels
Industrial buildings with manufacturing and packaging facilities
Kindergarten
Libraries
Markets
Medical and health clinics
Mixed residential / commercial complexes
Motels
Marinas
Nursing homes
Office buildings
Prefabricated structures
Police stations
Prisons
Parking structures (multi-storeyed)
Petrol filling and service stations
Post offices
Power stations
Restaurants
Recreational buildings and facilities
Road transportation terminal buildings
Religious buildings
Research buildings
Skating rinks (covered, ice/roller skating)
Sports buildings
Stadia
Supermarkets
School buildings (other than government and government-aided primary and secondary schools where standard plans are used)
Shop houses
Shopping centres / complexes
Telephone exchange buildings
University buildings
Veterinary clinics

CATEGORY 3 :
Building types of the simplest utilitarian character

Carports (single-storeyed)
Farm buildings
Simple industrial type buildings
Storage or warehouse buildings
School buildings (government and government-aided primary and secondary schools where standard plans are used)

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 approval.

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