**CLIENT-PROFESSIONAL PROJECT AGREEMENT FOR LOW COMPLEXITY ARCHITECTURAL PROJECTS**

**BETWEEN CLIENT AND**

|  |  |  |  |
| --- | --- | --- | --- |
| **PROFESSIONAL**  **ARCHITECT**  **(PrArch)** | **PROFESSIONAL SENIOR**  **ARCHITECTURAL TECHNOLOGIST**  **(PrSArchT)** | **PROFESSIONAL**  **ARCHITECTURAL**  **TECHNOLOGIST**  **(PrArchT)** | **PROFESSIONAL**  **ARCHITECTURAL**  **DRAUGHTSPERSON**  **(PrArch Draught)** |

*Mark applicable registration category with ‘X’*

In accordance with the Code of Conduct of the South African Council for the Architectural Profession (SACAP), the client and the architectural professional record the terms of appointment before the architectural professional provides architectural services to the client.

Contracting parties make use of the agreement at their own discretion.

**Glossary**

**“Low complexity projects”** **-**simple buildings or groups of buildings in an uncomplicated grouping with low impact on the environment: These are structures with low-performance requirements. Structures of simple utilitarian character, design, and detail. The structures are constructed utilizing standard low-technology building methods. They require a minimum of mechanical and electrical services or equipment and basic civil works infrastructure;

**Small architectural projects agreement**:

**1. Contracting parties**

Project Details (*e.g. address*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Details (*name, surname and contact details) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Contact details­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Professional details (*name, category of registration and registration number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Company name and address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Scope of works**

|  |  |
| --- | --- |
| Nature of project  (new building, building alteration, building addition, re-erection of building,  refurbishment of building, structural repair, other – specify) | |
| Brief description of project | |
| Estimated area of project |  |
| Estimated duration of pre-construction period |  |
| Structure classification | *E.g. Single-storey structures* |
| Usage | *E.g. Single use* |

**3. Services to be provided**

3. 1 Standard service. The following standard architectural services shall be provided by the architectural professional:

|  |  |  |  |
| --- | --- | --- | --- |
| Architectural professional | Principal consultant | Principal agent | Full service |

**Mark applicable partial architectural service to be included in the carrying out of the partial service with ‘X’**

3.2. Partial service – Where only a partial service is to be provided, and not a full service, the following work stages shall be carried out:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Work stage 1:  Inception | Work stage 2:  Concept & viability  (concept design) | Work stage 3:  Design  development | Work stage 4.1:  Local authority  submission  documentation | Work stage 4.2:  Construction  and tender  documentation | Work stage 4.2:  Construction  and tender  documentation | Work stage 5:  Construction | Close-out |

**4. The allocation and limitation of responsibilities**

**4.1. The client shall:**

4.1.1 Give the architectural professional the authority to act as the client's agent when performing their duties.

4.1.2 Provide the architectural professional with copies of the title deeds, diagrams, lease conditions, details of all related constraints concerning the project, and any other relevant details.

4.1.3. Allow the architectural professional reasonable time within which to execute their services.

4.1.4. Promptly provide the architectural professional with information as required, and make themselves reasonably available for meetings during all stages of the project. The client shall timeously respond to all reports, proposals, estimates and other related documents presented to them, or otherwise appoint a representative authorised to make such decisions in their place.

4.1.5. Review the plans and specifications submitted by the architectural professional, and verify that their requirements were interpreted to their satisfaction and that the building will be suitable for the intended use and/or purpose.

4.1.6. Appoint consultants to provide specialist services on aspects of the project as agreed with the architectural professional and review whether the consultants’ professional indemnity insurance is adequate.

4.1.7. Pay the architectural professional within 7 (seven) days of presentation of their invoice.

**4.2 The architectural professional shall;**

4.2.1. Not exceed the scope of authority given to them as the client's agent in terms of this agreement.

4.2.2. Use reasonable care, skill, and diligence in performing their duties, and act in accordance with the SACAP Code of Conduct

4.2.3. Respond promptly to reasonable requests from the client.

4.2.4. Use their knowledge and expertise to produce designs that meet the client's needs within the agreed budget limitations.

4.2.5. Design the building(s) to comply with the title conditions, town planning codes, building regulations, and all other relevant legislation.

4.2.6. Advise the client of risks or additional costs that may result from the client's instructions and/or requirements.

4.2.7. Provide professional indemnity insurance and retain the insurance policy for the agreed liability period, as per section 9 below.

4.2.8. Uphold the Code of Professional conduct at all time and act with dignity and honesty.

**5. Fee payable for the work or services, the method of calculation (if appropriate/ applicable), and the stage(s) at which such fees will be payable.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Work stages 1 to 6 | Guideline proportion of fee | Guideline  cumulative total | Agreed  proportion of fee |  |
| Work stage 1: Inception | 5% | 5% |  |  |
| Work stage 2:  Concept & viability (concept design) | 15% | 20% |  |  |
| Work stage 3:  Design development | 20% | 40% |  |  |
| Work stage 4.1:  Local authority submission documentation | 10% | 60% |  |  |
| Work stage 4.2:  Construction and tender documentation | 20% | 70% |  |  |
| Work stage 5:  Construction | 27% | 97% |  |  |
| Close-out | 3% | 100% |  |  |

**Disbursements**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**6. Budget or other cost limit for the project, work, or service and the method and implication of estimating costs**

6.1. Budget means the anticipated final cost of the project and/or works.

6.2. The budget shall be based on estimates, which are typically revised throughout the duration of the project.

6.3. The budget of the works for fee purposes excludes VAT, reimbursements and allowances, contingencies, and provision for escalation.

6.4. The budget of the works for fee purposes in this instance shall be:

R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7. Provision for dispute resolution**

7.1. Should any dispute arise from this architectural appointment, the parties shall refer the dispute to mediation.

7.2. Mediator fees shall be borne equally by both parties.

7.3. The decisions of the mediator shall be binding. If no agreement is reached during mediation, the matter shall be referred to arbitration.

7.4. The arbitrator shall be appointed by mutual agreement by both parties. This clause shall remain valid regardless of the termination of this agreement.

**8. Provisions for termination of the agreement**

8.1. Termination or postponement of the agreement

8.2. The parties may at any time require that work on the project be terminated or postponed. On notification of this, the architectural professional may stop all or part of his services.

8.3. The architectural professional shall invoice and be paid for all services rendered and disbursements incurred up until this time.

8.4. The architectural professional shall, on receipt of payment, provide copies of documents and any other items relevant to the project to the client.

8.5. Where the termination or postponement of the project is not directly due to fault on the part of the architectural professional, an overcharge of 10% (ten percent) of the total fee shall apply.

8.6. Should either party be in breach of a material term of this agreement, this agreement may be terminated by the other party on the expiry of a written 14 (fourteen) days’ notice to the party who is in breach.

8.7. This agreement may be terminated by either party, on 14 days’ written notice to the other. When this agreement is terminated, the client shall pay for that portion of the services that has been completed, plus 10% overcharge of the full fee, plus all reimbursable costs reasonably incurred. On receipt of payment, the professional shall provide copies of documents and any other items relevant to the project to the client.

**9. Professional indemnity insurance details**

Name of the insurer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the insured ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Cover\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Validity Period\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Limits of indemnity per claim \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_20\_\_\_**

**Professional Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signed at \_\_\_\_\_\_on\_\_\_\_\_20\_\_\_\_\_\_**