



South African Council  
for the Architectural Profession

## CLIENT-PROFESSIONAL PROJECT AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN CLIENT AND

<b>PROFESSIONAL ARCHITECT (PrArch)</b>	<b>PROFESSIONAL SENIOR ARCHITECTURAL TECHNOLOGIST (PrSArchT)</b>	<b>PROFESSIONAL ARCHITECTURAL TECHNOLOGIST (PrArchT)</b>	<b>PROFESSIONAL ARCHITECTURAL DRAUGHTSPERSON (PrArch Draught)</b>
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mark applicable registration category with 'X'

In accordance with the Code of Professional Conduct of the South African Council for the Architectural Profession (SACAP), the client and the architectural professional must record the terms of appointment when the architectural professional provides architectural services to the client, as contemplated in the National Building Regulations and Building Standards Act, 1977 (Act No 103 of 1977), and the Architectural Professions Act, 2000 (Act No 44 of 2000). SACAP have prepared this document as one of numerous possible agreements for use by contracting parties. Contracting parties make use of the agreement at their own discretion, and indemnify SACAP from any liability or responsibility arising from use of this agreement.

### SCHEDULE OF VARIABLES

#### 1. CONTRACTING PARTIES

##### 1.1. Project

Project name:
Project location/physical address:
Project reference number:

##### 1.2. Client

Company/client name:
Company registration number/client ID number:
Client representative name:
Physical address:
Postal address:
Telephone:
Cellphone:
Email:

##### 1.3. Architectural professional

Name of architectural company:
Name of architectural professional:
SACAP category of registration of the architectural professional:
SACAP registration number of the architectural professional:
Physical address:
Postal address:
Telephone:
Cellphone:
Email:

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## 2. SCOPE OF WORKS

The architectural professional shall provide services related to the following scope of works:

Nature of project (new building, building alteration, building addition, re-erection of building, refurbishment of building, structural repair, other – specify)		
Occupancy or building classification (as per Part A20 of SANS 10400)		
Brief description of project		
Estimated area of project		m <sup>2</sup>
Estimated duration of pre-construction period		months
Estimated duration of construction period		months
Structure classification <i>mark applicable structures with 'X'</i>	Single-storey structures	
	Multi-storey structures	
	Non-conventional structures	
Usage <i>mark applicable usage with 'X'</i>	Single use	
	Multiple use	
	Mixed use	

## 3. SERVICES TO BE PROVIDED

- 3.1. **SACAP guidelines.** The architectural services are set out as per current Professional Fees Guideline and Framework for the Professional Fees Guideline.
- 3.2. **Selected services.** The architectural professional shall provide the services selected below, as well as any other services related to the scope of works recorded here, which may reasonably be required for the successful completion of the project.
- 3.3. **Standard service.** The following standard architectural services shall be provided by the architectural professional:

Architectural professional	Principal consultant	Principal agent	Full service
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*mark applicable standard service with 'X'*

- 3.4. **Partial service – partial architectural professional services.** Where a partial architectural professional service is provided, the following partial services shall be carried out:

Design architect & principal consultant	Working drawings	Construction and close out	Other
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*mark applicable partial architectural service to be included in the carrying out of the partial service with 'X'*

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

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<b>Work stage 1:</b> Inception	<b>Work stage 2:</b> Concept & viability (concept design)	<b>Work stage 3:</b> Design development	<b>Work stage 4.1:</b> Local authority submission documentation	<b>Work stage 4.2:</b> Construction and tender documentation	<b>Work stage 5:</b> Construction	<b>Work stage 6:</b> Close-out	<b>Other</b>
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mark applicable work stages to be included in the carrying out of the partial service with 'X'

If other, please specify \_\_\_\_\_

3.6. **Additional services.** The following architectural professional additional services shall be included in the agreement at an additional fee:

Special design service	Special management services	Special studies	Work on existing premises	Other services
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mark applicable additional services with 'X'

If other, please specify \_\_\_\_\_

3.7. **Inspection of works.** The following inspection frequency of the works is agreed upon:

Daily	Biweekly	Weekly	Fortnightly	Monthly	Per work stage	Per part of work stage	Other
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mark applicable period of inspection frequency with 'X'

If other, please specify \_\_\_\_\_

3.8. The architectural professional agrees to strive to observe the agreed budget for the works, but offers no guarantee that tenders or quotations will not exceed the agreed budget.

3.9. If the lowest tender or quotation received is more than the agreed budget, due solely to proven deliberate action by the architectural professional, the following is agreed:

3.9.1. If the lowest tender or quotation amount exceeds the budget by more than:

%	for new work	%	for alterations
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fill in applicable %

the architectural professional shall change the design and/or the specifications at no added fee, to reduce the tender or quotation amount to not more than the above agreed percentages, or to a possible agreed increased budget.

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3.9.2. If the lowest tender or quotation amount does not exceed the budget by more than:

%	for new work	%	for alterations
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fill in applicable %

but the client calls for additional work from the architectural professional to change the design and/or specifications to reduce the tender or quotation amount to the budget amount, or to a possible agreed increased budget, such work shall be remunerated as per the hourly rates stated in SECTION 5 in addition to the agreed fees.

#### 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. clearly and timeously provide the architectural professional with the requirements of the project, including the accommodation schedule, desired level of quality, and financial and time constraints.
- 4.1.3. provide the architectural professional with copies of the title deeds, diagrams, lease conditions, and details of all related constraints concerning the project.
- 4.1.4. appoint a land surveyor to provide the architectural professional with a survey drawing and any certificates related to that. The survey drawing will establish site boundaries, beacons, datum levels, and such other features as may be relevant.
- 4.1.5. provide the architectural professional with all available and pertinent data relating to existing building(s).
- 4.1.6. allow the architectural professional reasonable time within which to execute their services.
- 4.1.7. 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.
- 4.1.8. 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.
- 4.1.9. 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.
- 4.1.10. instruct such consultants to cooperate with the architectural professional, and give the architectural professional the authority to instruct such consultants.
- 4.1.11. provide within 14 (fourteen) days:
  - proof that capital is available for the project.
  - an acceptable guarantee for the payment of the architectural professional's fees and reimbursements.
- 4.1.12. analyse and manage the financial feasibility of the project, and verify the financial position of all contracting and consulting parties.

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- 4.1.13. review and accept the adequacy of sureties, warranties, guarantees or insurance policies relevant to the works.
  - 4.1.14. pay the architectural professional within 30 (thirty) days of presentation of their invoice.
  - 4.1.15. pay costs relating to all required approval processes, and accept that the architectural professional cannot instruct the contractor to start construction before all required approvals have been obtained. The consequences of such an instruction to the contractor to proceed shall be for the account of the client.
  - 4.1.16. prepare the safety specification and perform all duties in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), or appoint a specialist consultant to undertake these tasks.
  - 4.1.17. indemnify the architectural professional against all claims by third parties, which arise out of or in connection with services rendered under this agreement, which exceed the maximum amount of professional indemnity in SECTION 8, as well as for the full amount of any such claims after the liability period has lapsed.
  - 4.1.18. indemnify the architectural professional against new instructions issued by the client after the scope of work has been agreed to.
- 4.2. The architectural professional shall** (in terms of the agreed scope of services):
- 4.2.1. not exceed the scope of authority given to them as the client's agent in terms of this agreement and the contract between the client and the contractor.
  - 4.2.2. use reasonable care, skill, and diligence in performing their duties, and act in accordance with the Code of Professional Conduct of the South African Council for the Architectural Profession.
  - 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. act fairly and objectively in terms of the applicable building contract.
  - 4.2.7. use reasonable care to avoid delays and disruptions.
  - 4.2.8. advise the client of risks or additional costs that may result from the client's instructions and/or requirements.
  - 4.2.9. provide professional indemnity insurance and retain the insurance policy for the agreed liability period, as per SECTION 8.
  - 4.2.10. only make material changes to the approved design during construction without the consent of the client, in case of an emergency or necessity and shall inform the client as soon as possible of these changes.
  - 4.2.11. examine shop drawings and/or approve samples, equipment, materials, or workmanship as a precautionary measure. This does not relieve the contractor or subcontractors of their contractual responsibilities in this regard.
  - 4.2.12. inspect the works from time to time to inform the contractor and subcontractors of an acceptable standard of the work, as well as inspect the works in terms of the building contract for issue of completion certificates.

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- 4.2.13. these inspections will be reasonable routine visual inspections for self-evident defects. The inspections do not imply that all elements have been installed to perfection, or that materials and workmanship comply with the specifications in every detail.

**4.3. The architectural professional shall not be responsible for:**

- 4.3.1. the financial viability of the project.
- 4.3.2. the services provided by, or performance of other consultants and third parties, or any consequences thereof, or for fees due to them.
- 4.3.3. any material, component, system, specialist design, or workmanship not performing in accordance with the claims of the manufacturers, suppliers, contractors or subcontractors.
- 4.3.4. delays due to reasons outside of the architectural professional's control.
- 4.3.5. patent or concealed defects, but will assist the client in identifying such defects within the contractual defects liability period.

**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**

- 5.1. The client agrees to pay the architectural professional fees for the services as detailed in this document. The current *Professional Fees Guidelines* and the *Framework for the Professional Fees Guidelines*, published annually by SACAP, form the basis for the calculation of fees and reimbursements.
- 5.2. The client and the architectural professional agree that the fees and disbursements are based on the following parameters: scope of services; scope of the project; project programme; project cost; appointment of other consultants, and of the contractor. Should any material variation to the stated parameters occur, the fees and disbursements recorded shall be adjusted accordingly.
- 5.3. The amounts in the abovementioned documents, and also in this document, exclude VAT.
- 5.4. The fee quoted does not include charges for the necessary approval processes.
- 5.5. Whenever the guideline fees and rates are revised by SACAP, the new rates shall apply to work performed after the date of publication of such revision.

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5.6. **Project-specific provisions on surcharges and additional fees.** The following surcharges shall be specifically applicable to this project and to the calculation of fees for this project:

Context	Applicable	Guideline surcharge	Surcharge/additional fee agreed upon
Additions and/or alterations	Yes / No	+30% for affected portion	
Restoration of buildings subject to heritage legislation	Yes / No	+40% for affected portion	
Repeated buildings (same building contract)	Yes / No	Maximum reduction of 35% for stages 1-4 only	
Repeated buildings (separate building contracts)	Yes / No	0% reduction	
Incomplete work of another architectural professional	Yes / No	+25% for remaining work stages	
Extension of initial contract period by more than 10%	Yes / No	Hourly rate after 10% of contract period is exceeded	
Termination of the contract owing to termination, suspension or deferment of the project	Yes / No	+10% for the stage in which appointment is terminated	
Amendment to design and/or specifications, eg to reduce construction cost so it is aligned with agreed budget and/or budget estimate	Yes / No	Hourly rate for additional work	
Additional service – please specify	Yes / No	Additional fee to be agreed by client and architectural professional	

5.7. **Fee based on anticipated final project cost.** The fees for services provided, which are **fixed/will vary** (*delete inapplicable statement*) depending on revised estimates and/or actual costs, shall be as follows:

Tariff primary fee:
Tariff secondary fee:
Total fee ( <i>primary + secondary</i> ):
Agreed adjustment to fee ( <i>as an amount, % or % discount</i> ):
Total adjusted fee ( <i>excluding VAT, reimbursements and allowances and contingencies</i> ):

5.8. **Time-based fee.** Hourly rates (*excluding VAT*) **for work carried out and/or work carried out outside the agreed scope** (*delete inapplicable statement*), shall be applicable as follows:

	Principal	Senior technologist	Technologist	Draughtsperson
Rate per hour	R	R	R	R

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5.9. **Apportionment of fees.** Where payment of fees is made per work stage or part thereof, the applicable apportionment shall be:

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

**5.10. Reimbursement of expenses**

Where the architectural professional facilitates and/or oversees the work of specialised professionals, an attendance fee of \_\_\_\_\_% shall be applicable.

Further reimbursements are estimated as follows:

Item	Rate	Estimated quantity	Estimated amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
Total reimbursement allowances			

**5.11. Invoicing and payments**

5.11.1. The architectural professional's invoices are due and payable on presentation. The architectural professional shall be entitled to render interim invoices. Fee and reimbursement invoices may be invoiced separately.

**5.12. Agreed payment method**

Electronic transfer	Direct deposit	Cheque	Cash	Other
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mark applicable payment method with 'X'

If other, please specify \_\_\_\_\_

5.12.1. A record of payment shall be provided to the architectural professional.

5.12.2. Electronic transfer or direct deposit must be made into the bank account of the architectural professional.

5.12.3. Cheques or cash must be hand-delivered to the physical address of the architectural professional.

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- 5.13. **Outstanding accounts.** The architectural professional may give the client notice of intention to stop work if payment on any account has not been received within 7 (seven) calendar days of issue of the notice. If payment has not been received by this time, the architectural professional may stop any work and/or service until such payment has been received.
- 5.14. **Resumption of work following payment of outstanding accounts.** If the work or service was stopped, and the client has paid all outstanding accounts within a period of 2 (two) months, the architectural professional shall restart the work within 2 (two) working days after receiving the payment.
- 5.15. **Interest on overdue invoices.** The client shall be liable for interest on late payments should the client not have paid any invoice within 30 (thirty) days of presentation. The interest shall be calculated from the due date for payment at a rate of \_\_\_\_%.
- 5.16. **Disputed invoices.** Should the client dispute any aspect of an invoice submitted by the architectural professional, the client shall give notice with reasons within 14 (fourteen) days of presentation of the invoice for payment, and shall not delay payment of the undisputed amount.
- 5.17. **Claims to be separate and no set-off.** No penalties are applied to professional service agreement contracts. Should professional error, omission and/or negligence be implied, compensation is sought by dispute resolution or litigation, and claimed from the architectural professional.

## 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 \_\_\_\_\_ (in words).
- 6.5. The budget of the works for fee purposes in this instance is **fixed/will vary** (delete inapplicable statement), depending on revised estimates and/or actual costs.
- 6.6. The value of the material change (as contemplated in SECTION 4.2.1) shall not exceed the sum of:  
R \_\_\_\_\_ (in words).

## 7. PROVISIONS FOR TERMINATION OF THE AGREEMENT

### 7.1. Termination or postponement of the work

- 7.1.1. The client 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.
- 7.1.2. The architectural professional shall invoice and be paid for all services rendered and disbursements incurred up until this time.
- 7.1.3. The architectural professional shall, on receipt of payment, provide copies of documents and any other items relevant to the project to the client.

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- 7.1.4. Any damages the architectural professional may sustain due to the project being terminated or postponed will be calculated as per framework for professional fees guidelines.
- 7.1.5. Where the work is postponed for 12 (twelve) months or more, the work will automatically be deemed to be terminated.
- 7.1.6. 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.

**7.2. Termination of the architectural appointment**

- 7.2.1. 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.
- 7.2.2. Clauses 7.1.2 and 7.1.3 will apply in the case of termination of the architectural appointment.

**8. DETAILS OF PROFESSIONAL INDEMNITY INSURANCE**

8.1. **Limit of consultant liability.** (Maximum amount payable by the architectural professional)

Available proceeds of professional indemnity insurance policy, less exclusions (costs such as legal costs and tax)	Specific amount	Amount equal to the fees payable by the client, to the architectural professional	Other
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mark applicable limit of consultant liability with 'X'

If specific amount, please specify \_\_\_\_\_

If other, please specify \_\_\_\_\_

Date of commencement of liability  
(Date or expected date of practical completion) \_\_\_\_\_

Date of termination of liability  
(No claim will be enforceable after this period. For partial services, record both the start and end dates of the liability period) \_\_\_\_\_

8.2. **Current professional indemnity insurance details.** The details of the professional indemnity insurance held by the architectural professional at the time of this agreement are stated below. The architectural professional shall maintain valid professional indemnity insurance for the duration of the contract and provide the client with details of the professional indemnity insurance, and any renewal of it, as applicable.

Name of broker:
Name of insured:
Policy/certificate number:
Period of policy – from date:
Renewal date of policy:
Retroactive date:
Limits of indemnity per claim:
Limits of indemnity in the aggregate:
Non-claimable amount (excess/deductible):

Initial here: \_\_\_\_\_



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## 9. PROVISION FOR DISPUTE RESOLUTION

- 9.1. Should any dispute arise from this architectural appointment, the dispute shall be referred to mediation.
- 9.2. Mediation fees shall be borne equally by both parties.
- 9.3. The decisions of the mediator shall be binding. If no agreement is reached during mediation, the matter shall be referred to arbitration.
- 9.4. The arbitrator shall be appointed by mutual agreement, or by the president of SACAP or his/her delegated representative in accordance with the rules of the Association of Arbitrators (Southern Africa). This clause is valid regardless of the termination of this agreement.
- 9.5. Arbitration fees shall be borne equally by both parties, unless otherwise directed by the arbitrator.

## 10. SPECIAL CONDITIONS

The following special conditions are noted:

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## 11. EFFECTIVE DATE

The effective date of the agreement is: \_\_\_\_\_

### CLIENT

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
(place) (date)

_____	_____
Name	Signature

_____	_____
Witness name	Witness signature

### ARCHITECTURAL PROFESSIONAL

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
(place) (date)

_____	_____
Name	Signature

_____	_____
Witness name	Witness signature