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BOARD NOTICE

BOARD NOTICE 173 OF 2010

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Annual update of the

Professional Fees Guideline

Issued in terms of section 34(2) of the Architectural Profession Act No.44 of 2000

The Project Cost Based Fee and Time Based Fee tables effective from
01 January 2011

This Board Notice supersedes Board Notice 13 of 2010, and all previous Board Notices providing for Guideline Fees described typically as 'Recommended Tariff of Professional Fees'

PROJECT COST BASED FEE

Section	Cost of Project (ex VAT)		Fee (Base + % of Cost)	
	A	B	C	D
1	1	570 000	0	12.50%
2	570 001	1 140 000	14 250	10.00%
3	1 140 001	2 280 000	42 750	7.50%
4	2 280 001	4 560 000	48 450	7.25%
5	4 560 001	9 120 000	59 850	7.00%
6	9 120 001	18 240 000	82 650	6.75%
7	18 240 001	36 480 000	128 250	6.50%
8	36 480 001	72 960 000	219 450	6.25%
9	72 960 001	145 920 000	401 850	6.00%
10	145 920 001	291 840 000	766 650	5.75%
11	291 840 001	583 680 000	1 496 250	5.50%
12	583 680 001 +			5.75%

TIME BASED FEE

Tariff of Fees reference per Board Notice 161 of 2001	Experience / Work Context	Rate per hour
Partners & Equity Holders	Specialist	R2 300.00
	>10 years experience	R1 800.00
	<10 years experience	R1 300.00
Salaried Staff	<5 years experience	R 735.00
	Associates and Managers	22.5% per R100.00 or part thereof of total annual cost of employment
Salaried Staff	Staff performing work of an architectural nature and carrying direct responsibility for activities related to a project	17.5% per R100.00 or part thereof of total annual cost of employment
Salaried Staff	Staff performing work of an architectural nature under direction and control	16.5% per R100.00 or part thereof of total annual cost of employment

Framework for the Professional Fees Guideline

IN RESPECT OF SERVICES RENDERED
BY PERSON(S) REGISTERED
IN TERMS OF THE ARCHITECTURAL PROFESSION ACT, NO. 44 of 2000

Establishing the
SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL
PROFESSION

1.0 Introduction

PROFESSIONAL FEES GUIDELINE

The Council for the Built Environment (CBE), the Statutory body established in terms of section 2 of the Council for the Built Environment Act, 2000 relating to the Built Environment Professions, requires the South African Council for the Architectural Profession (SACAP) to determine and publish annually a Professional Fees Guideline

This Framework Professional Fees Guideline describes the Professional Services and the context within which the services are performed

THE ARCHITECTURAL PROFESSIONAL'S SERVICE

Context

A **client** appoints an **architectural professional** to provide a service for a project as contemplated by the Architectural Profession Act, No 44 of 2000 and the National Building Regulations SANS 10400 and the Building Standards Act No103 of 1977, as amended.

The **architectural professional** accepts the appointment to exercise reasonable professional skill, care and diligence in the performance of obligations, for a fee, and defined in a written agreement.

The **architectural professional** is authorised to act for the **client** and fulfils an architectural service using current standard contracts used in the building industry, such as the **JBCC** suite of contract documentation, which is the preferred form of building construction contract and pro-forma documents.

For the construction stage of a project, the relationship between the **client**, **contractor** and **architectural professional** as agent, or principal agent is defined in the building agreement

The **architectural professional** enters into a contract of agency in a formal agreement, typical agreements provide for a standard service and for partial services provided herein as per 1.2 below.

A standard service comprises appointment as architectural professional, principal consultant and principal agent.

The parties to an agreement select the architectural professional's service applicable to the project. Services additional to standard services may be selected. These additional services are selected as the parties may deem appropriate, provided for herein under 1.2.6 below.

The 'Professional Fees Guideline' as published annually in a **Board Notice** by the South African Council for the Architectural Profession in the Government gazette is deemed to provide a fair and reasonable remuneration to the architectural professional in order to render an appropriate quality of service.

Fees description

The calculation of fees based on a percentage of project cost is the normal basis to determine professional fees and represents the accepted basis by the Built Environment Professions for remuneration of professional services, and are referred to as 'project cost based fees'

The alternative to percentage based fees is 'Time Based Fees'.

Project 'cost based fees'

Percentage fees are appropriate where there is a well defined 'Scope of Service' for the architectural professional. This is based on a budget for the **works** for fee calculation purposes, and adjusted on the 'Final Cost of the Works'.

Where fees are calculated as a 'project cost based fee', the fees consist of a 'base fee' and a percentage of project cost, these derive from 'bracketed project values', set out in the annual **Board Notice** gazetted by the South African Council for the Architectural Profession.

Time based fees

Where the 'Scope of Service' is not clearly defined, or the service relates to small scale projects, or the service is of an unusual or specialized nature, a 'Time Based Fee' is used as the basis of remuneration.

Where fees for **architectural professional** services are time based fees, these are based on an hourly rate according to the 'Professional Fees Guideline' for rates published annually, in accordance with the **Board Notice**.

1.1 Standard service

An architectural professional registered with the SACAP would be registered under a specific **category of registration**.

Where architectural professionals with registration with SACAP of **architect** are employed, in a standard service the architect is appointed to fulfil the obligations provided for as architectural professional, principal consultant and principal agent, described as a 'Full Service'. Partial and/ or additional services may be agreed.

Where architectural professionals with registration with SACAP of other than **architect** are employed, the service to be rendered, and functions to be fulfilled are informed by the 'Identification of Work for Architectural Professionals', as separately determined by SACAP, and such appointment may include the 'Full Service'. Partial and additional services may be agreed.

The essential functions of each work stage relevant to the service are identified herein as: –

Stage 1: Inception

Receive, appraise and report on the **client's** requirements with regard to:

- the **client's** brief
- the site and rights and constraints
- budgetary constraints
- the need for **consultants**
- project** programme
- methods of contracting

Stage 2: Concept and viability (concept design)

Prepare an initial design and advise on:
 the intended space provisions and planning relationships
 proposed materials and intended building services
 the technical and functional characteristics of the design
 Check for conformity of the concept with the rights to the use of the land
 Review the anticipated costs of the **project**
 Review the **project** programme

Stage 3: Design development

Confirm the scope and complexity
 Review the design and consult with local and statutory authorities
 Develop the design, construction system, materials and components
 Incorporate and co-ordinate all services and the work of **consultants**
 Review the design, costing and programme with the **consultants**

Stage 4: Documentation and procurement

- 4.1 Prepare documentation sufficient for local authority submission:
 co-ordinate technical documentation with the **consultants** and complete primary co-ordination
 prepare specifications for the works
 review the costing and programme with the consultants
 obtain the client's authority and submit documents for approval
- 4.2 Complete **construction documentation** and proceed to call for tenders:
 obtain the client's authority to prepare documents to procure offers for the execution of the works
 obtain offers for the execution of the works
 evaluate offers and recommend on the award of the building contract
 prepare the contract documentation (and arrange the signing of the building contract)

Stage 5: Construction

Administer the Building Contract
 Give possession of the site to the **contractor**
 Issue **construction documentation**
 Initiate and/or check sub-contract design and documentation as appropriate
Inspect the works for conformity to the **contract** documentation
 Administer and perform the duties and obligations assigned to the **principal agent** in the JBCC building agreements, or fulfil the obligations provided for in other forms of **contract**
 Issue the certificate of **practical completion**
 Assist the **client** to obtain the occupation certificate

Stage 6: Close out

Facilitate the **project** close-out including the preparation of the necessary documentation to effect completion, handover and operation of the **project**
 After the **contractor's** obligations with respect to the building **contract** are fulfilled, the **architectural professional** shall issue the certificates related to **contract** completion
 Provide the **client** with as-built drawings and relevant technical and contractual undertakings by the **contractor** and sub-contractors

1.2 Partial services and Additional services

The Architectural Profession Act provides for the appointment of various architectural professionals to fulfil each or any stage of a standard service or parts thereof.

Partial and additional services may be agreed, the options most regularly utilised are: -

1. appointed as architectural professional and principal consultant (not as principal agent)

2. appointed as design architectural professional (design only)
3. appointed as architectural professional of record (design by others, can be principal agent)
4. appointed as principal agent only
5. appointed as architectural professional to work stage 4.1 (documentation to achieve approval only)
6. appointed to perform additional services

1.2.1 ADDITIONAL SERVICES

The following services are additional to the standard services and rank for additional fees. These services may be added individually or in varying combinations and shall be provided by prior agreement between the **client** and the **architectural professional**:

1.2.1.1 Special design services

The preparation of special designs within or in relation to the facilities which are contemplated in this service, which may include:

- .1 Rational design by other **consultants** – participate in the preparation of rational designs
- .2 Town planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities
- .3 Master planning - defining and planning the layout of future development of buildings and/or services on the same site
- .4 Landscape design - participation in landscape planning and construction
- .5 Interior design - the design of interiors and the selection of furnishings and fixtures and special finishes
- .6 Liaison with special designers and specialist consultants
- .7 Purpose-made items - the design and documentation of purpose made items
- .8 Promotional material and art work - participation in the preparation of promotional material
- .9 Plant operation and production layouts – participation in the definition of plant operation layouts

1.2.1.2 Special management services

- .1 Elaboration of architectural professionals' services including inter alia: the preparation of broad **project** parameters, project scope statements, **project** milestones, budget and cash flow forecasts, tender enquiry documentation, contractor and supplier selection, adjudication and tender awards, progress status monitoring, variations management, quality management, communication management, payment processing and final account close outs
- .2 Cost and valuation services – participation in the administration of costs and payments where a quantity surveyor has not been appointed
- .3 Special inspections – more intensive inspections and assessment of the **works** than the norm to assess compliance with specifications

1.2.1.3 Special studies

- .1 Preparation of the **client's** brief - assist the **client** in the preparation of his requirements with regard to the purpose, scope, use of and operation of the **project**
- .2 Site selection - research the suitability and location of a site for a proposed **project**
- .3 Feasibility studies - participation in technical and/or economic feasibility studies
- .4 Environmental studies - participation in environmental studies
- .5 Energy analysis studies and planning
- .6 Energy studies - participation in energy studies
- .7 Market surveys - participation in market surveys
- .8 Traffic studies - participation in traffic flow studies

1.2.1.4 Work on existing premises

- .1 Surveys and inspections - inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed
- .2 Restorations and renovations - services in connection with work on existing buildings
- .3 Heritage buildings - services in connection with work on heritage buildings

1.2.1.5 Other Services

- .1 Participation in litigation and dispute resolution (where a concurrent service is rendered)
- .2 Mutually agreed additional services

1.3 Guideline fees for professional services

1.3.1 Basis of fees agreement

The **client** agrees to pay the **architectural professional** the fees for the services as recorded in the formal agreement entered into by the parties to the agreement

Where a 'project cost based fee' is applied, the final fee is calculated on the final cost of the **works**.

1.3.2 Project cost based fees for standard and partial services

The fees consist of a 'base fee' and a percentage of project cost, these derive from 'bracketed project values' and are determined annually by **SACAP** and published as a **Board Notice** in the government gazette

For a partial service, assuming the fee is a 'project cost based fee' the percentage relevant to of the fee each work stage to be performed is agreed between client and professional, see 1.3.4 below

The 'budget' for fee purposes excludes VAT, contingencies and provision for escalation.

1.3.3 Project cost based fees for a reduced service

- Where the **architectural professional** is not the Principal Agent:
A reduction of the fee for the work not exceeding 10% of the fee for stages 5 and 6 can be considered
- Where the architectural professional is not the Principal Consultant:
A reduction of the fee for the work not exceeding 10% of the fee for stages 1 to 4 can be considered

1.3.4 Apportionment of fees between work stages:

The fee applicable to each work stage is apportioned according to the table below and may be adjusted by agreement. In project specific cases requiring the completion of documentation at earlier stages, an appropriate increase of the fee apportionment to the initial stages is appropriate

Work stages 1 to 6	Proportion of fee	Cumulative total
1	5%	5%
2	15%	20%
3	20%	40%
4.1	20%	60%
4.2	10%	70%
5	27%	97%
6	3%	100%

1.3.5 Guideline fees for additional services:

Unless otherwise agreed, the fee for additional services is time based, based on hourly rates as in the current **SACAP Board Notice**: Whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision

1.3.6 Time based fees

Where fees for the architectural professional's services are time charge fees, the hourly rates as in the current **SACAP Board Notice**: Whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision

1.3.7 Guideline fees for additions and / or alterations

The fee for work that includes **alterations** is based on the total **project** cost as a 'project cost based fee' and increased for that portion of the work comprising or affected by alterations by 30 per cent (130% of the fee).

1.3.8 Guideline fees for services provided with respect to buildings subject to the heritage legislation

Fees are based on a percentage of total **project** cost as a 'project cost based fee'. This is based on the assumption that concept design is not a requirement, the fee is reduced in that respect by 15% and the remainder is increased by 40 per cent (140% of the fee) to provide for the additional expertise expected of the architectural professional. That is $(100 - 15) \times 140\%$.

1.3.9 Guideline fees for a project that includes repeated buildings

For a **project** consisting of a number of repeated buildings erected under a single **building contract** for a single **client**, the fee may be reduced by agreement, subject to the architectural professional being retained for a full service and the repeated buildings being:

- built on one site or a series of adjoining or closely related sites
- either wholly apart from each other or linked with screen walls, common walls or other similar means
- repeats of one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use

The Guideline fee for Repeated buildings provides for a full fee for the origination of the first buildings, prior to the repeated buildings, known as prototypes, thereafter the fee adjustment is applied to the repeated buildings. The guideline fee is 35% of the published guideline fee applied to work stages 1 through 4 inclusive. The reduced fee does not apply to work stages 5 and 6. The guideline fee apportionment for stages 5 & 6 is 30% of the total guideline fee.

1.3.10 Guideline fees for buildings repeated under separate building contracts

Unless otherwise agreed, where repeated buildings are erected under separate **building contracts** and the drawings and related documents for a **project** are re-used for subsequent **projects** with nominal or no modification, the fee may be adjusted as below: -

The fee for modifying drawings and related documents and preparing site and service plans for each subsequent **project** shall be a time charge for the modifications, to which should be added a premium of 15% of the full fee, percentage fee and base fee taken together, based on the final cost of each **project**

The fee where there is no requirement to render any services in respect of the re-use of drawings and related documents for a subsequent **project**, it is recommended that a royalty of 7, 5% of the fee based on an agreed estimate of the cost of the subsequent **project** is payable.

1.3.11 Guideline fees for an appointment where the architectural professional takes over incomplete work of another practitioner:

The stage of completion shall be agreed and an appropriate budget for the works agreed and the fee for the incomplete work stage or the stage in which the service is commenced is subject to an increase of 15%.

1.3.12 Guideline fees for inspection and administering building contracts

The guideline fee for inspecting and administering **building contracts** is 30 per cent of the total fee based on the final cost of each **project**

1.3.13 Guideline fees for deployment of employees

Where an employee of the architectural professional is deployed on site for extended inspection or other agreed purpose, the amount of the reimbursement shall be the total cost of employment plus 30%, or as agreed on proven cost

1.3.14 Extended initial contractual contract period

In the event that the **initial contractual contract period** is exceeded by more than 10 per cent, through no fault of the architectural professional, the architectural professional is to be remunerated for all additional work resulting from the extension of time at the hourly rates according to the current **Board Notice** together with related re-imbursable expenses,

1.3.15 Adjustment of guideline fees and disbursements

The guideline fees and disbursements are based on the following parameters:

Scope of services
Scope of the **project/works**
Project programme
Cost of the **works**
Cost of the **project**
Appointment of other **consultants**

Appointment of contractor

Should any material variation to the parameters as stated occur, the guideline fees and disbursements are adjusted.

Adjustments to the project programme, commonly known as 'fast tracking', that requires the application of an additional resource by the architectural professional, may attract an additional fee.

1.3.16 Travelling time

Where the fee is a project cost based fee, time charges shall apply to travel time regardless of distance

Where the fee is on a time basis, time charges shall apply to the full round trip regardless of distance

1.3.17 Guideline fees on termination by the Client

Where the agreement between the **client** and the **architectural professional** is terminated, the **client** shall pay for that portion of the work that has been executed.

Termination of the project will attract an additional fee equal to 10% of the full fee in the stage in which termination occurs

1.3.18 Guideline fees for dispute resolution services

For acting as expert witness, adjudicator, mediator or arbitrator, the fee may be the time charge fee as the hourly published rates (adjusted annually) and increased by 50 per cent (150% of the fee), or as agreed.

Where projects are referred to dispute resolution, **architectural professionals** retained on that project are to be reimbursed for the additional service required of the architectural professional in relation to the dispute resolution process as necessary.

1.3.19 Payment of professional accounts

The **architectural professional's** accounts are due and payable on presentation

The **architectural professional** shall be entitled to render interim accounts

Fee and re-imburement invoices may be invoiced separately

1.3.20 Re-imburement of expenses

In addition to the fees set out in this schedule, the client shall reimburse the **architectural professional** for all reasonable disbursements properly incurred.

The expenses contemplated may include the following:

printing, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchase costs of documents, hotel, subsistence and travelling expenses, including kilometre allowances at current Department of Public Works rates for vehicle usage and other similar disbursements

all payments made by the architectural practitioner, including fees and other charges for specialised professional and other services incurred on behalf of the client

telephonic, electronic and facsimile communication, special postage, courier deliveries and toll fees

any other disbursements that may be agreed by the **client**

1.3.21 Claims to be separate and no set-off

Should the **client** allege a claim against the **architectural professional** a **contractor** or any other party involved in the **project**, such claim shall be dealt with on its own merits. The **client** is not entitled to withhold payment of fees or disbursements or part thereof due to the **architectural professional**, based on the alleged claim. The **client** shall make payment without any set-off and waives all rights to any such 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 claim from the architectural professional

1.3.22 Regular Invoicing

Regular Invoicing as required by the Value-Added Tax Act, No 89 of 1991 is accepted good practice and are deemed to be the basis of the agreement between **client** and **architectural professional**

1.4 Engagement of architectural professionals

The professional service is deemed to be subject to an appropriate formal agreement, in which the Rights and Obligations of the Parties to one another and the terms and conditions of service are clearly recorded

The specific service is agreed and the basis for the calculation of professional fees is recorded,

The agreed service to be provided, authority of the agent, the agent's ownership of the intellectual property or copyright, limits to responsibility, limit to professional liability to a term of five (5) years, payment of invoices, interest on overdue invoices, disputed invoices, suspension or deferment, termination of engagement, damage to or destruction of the works and dispute resolution provisions

The expectation is that the agreed fees are based on a **budget** for the works for fee purposes to ensure that the fee calculated on anticipated final **project** cost, is applied to a realistic value of the work to be done

1.5 Use of the professional fees guideline

The 'Professional Fee Guideline' is published annually.

The professional fee guideline provides a basis for the calculation of remuneration for architectural services. In the professional fee guideline a single percentage is quoted together with a base fee, related to bracketed values of project cost; no additional guidance is provided in relation to simple or complex work.

1.5.1 PROJECT COST BASED FEE

The cost based fee results in a 'sliding scale' which arises from the series of percentages related to the cost of the works, the base fee is stated as an appropriate value to smooth the sliding scale

1.5.2 APPLICATION

The adjustment provided for in the professional fee guideline is based on the reduced aggregate of the value of the works and / or project from which the 'budget for the works for fee purposes' is derived.

This arises from the provision that fees for architectural services are calculated on the total value of the works and represent an average over all elements of the works and / or project

The 'bracketed project values' and related percentages result in a sliding scale, the 'base fee' provides for a smoothing of the sliding scale

The fees calculated shall be applicable to a new appointment and shall remain in force during the currency of the appointment

Where a 'project cost based fee' is applied, the final fee is calculated on the final cost of the **works**.

The expectation is that the agreed fees are based on a **budget** for the works for fee purposes to ensure that the fee calculated on anticipated final **project** cost, is applied to a realistic value of the work to be done

1.5.3 TIME BASED FEE

Where a time-based fee is selected, the rates published annually as 'rate per hour' shall apply

Whenever these rates are revised, the new rates shall apply to work performed after the date of publication of such revision

The categories to which the rates are applicable are:

Proprietor, partner, director or member who bears the risks of practice and takes full responsibility for the potential liabilities of practice (hereinafter described as a "principal")

Principal	Specialist	The published time charge rate per hour applies
Principal	>10 years experience	The published time charge rate per hour applies
Principal	<10 years experience	The published time charge rate per hour applies
Principal	< 5 years experience	The published time charge rate per hour applies

The hourly rates referred to above shall be deemed to include establishment charges and charges for time expended by clerical staff

Staff who perform work of an architectural nature and who carry direct responsibility for one or more specific activities related to a **project** will have time based 'rate per hour' charges agreed before the work is executed.

Salaried staff	Associates and managers	22, 5%	per R 100, 00 or part thereof of total annual cost of employment
Salaried staff	Staff performing work of an architectural nature and carrying Direct responsibility for activities Related to a project	17, 5%	per R 100, 00 or part thereof of total annual cost of employment
Salaried staff	Staff performing work of an architectural nature under direction and control	16, 5%	per R 100, 00 or part thereof of total annual cost of employment

1.6 Definitions & interpretations

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

Definitions

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

agreement means documents listed in the schedule which together form the agreement between the **client** and the **consultant**

architect means a person registered as a Professional Architect in terms of the Architectural Profession Act, No 44 of 2000, or the Professional Architect's practice constituted as a legal persona appointed to provide the architect's service for the project

architectural professional means a person registered in terms of the Architectural Profession Act, Act No. 44 of 2000, under a specific **category of registration**, or the architectural professional's practice constituted as a legal persona appointed to provide the architectural service for the project

Board Notice refers to the professional fees guideline which is published by SACAP in the government gazette, at the end of a calendar year, to be applicable to the following calendar year

budget means the anticipated cost of the project and/or works; provided that estimates on which the budget is based, shall be deemed to be valid for a period not exceeding 3 months

building contract means the JBCC 'Principal Building Agreement' (PBA) or such other building agreement entered into between the client and the contractor

'Category of Registration' means the category in which a person who is competent to undertake the range of work as specified in respect of each category, who may register in the architectural profession in terms of Section 18(1) of the Act: Provided that specialized services may only be performed by a registered person meeting the defined requirements;

The categories in which a person may register in the architectural profession are—

- (a) professional, which is divided into—
 - (i) Professional Architect;
 - (ii) Professional Senior Architectural Technologist;
 - (iii) Professional Architectural Technologist; or
 - (iv) Professional Architectural Draughtsperson; or
- (b) candidate, which is divided into—
 - (i) Candidate Architect;
 - (ii) Candidate Senior Architectural Technologist;
 - (iii) Candidate Architectural Technologist; or
 - (iv) Candidate Architectural Draughtsperson; or
- (c) specified categories prescribed by the council.

client means the party appointing the architectural professional to perform the services or any part thereof referred to in this document and referred to as the 'employer'.

consultant means professional persons or entities appointed by the client to provide services with respect to the project

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

contract means an agreement entered into by the client with a contractor for the execution of the works or part thereof. May also be referred to as 'building contract'

contractor means the entity or entities contracting with the client for the execution of the works or part thereof

inspection means such periodic visits to, or in connection with the works by the architectural professional as are necessary to establish conformity of the work to the contract documentation, and to provide on-site clarification and further information during the progress of the work

jbcc means the Joint Building Contracts Committee, (JBCC) suite of contract documentation, series 2000, Code 2101 c July 2007 or subsequent editions thereof

practical completion means the stage of completion where the works or a section thereof, as certified by the principal agent, is substantially complete and can effectively be used for the purpose intended

principal agent means the person appointed to fulfil the obligations of the agreed to form of contract.

principal consultant means the person authorised by the client to lead the consultants.

project means the development for which the architectural professional and consultants are appointed and may not be limited to the works

registered persons means persons whose professional competence has been recognised by SACAP

SACAP means the South African Council for the Architectural Profession, the Statutory Council governing the Architectural Profession

works means all work executed or intended to be executed according to the building contract

Interpretations

In formal service agreements, unless inconsistent with the context:

The words "advise", "appoint", "approve", "authorise", "certify", "consent", "decide", "delegate", "designate", "instruct", "issue", "notify", "object", "reply", "request", and "specify" shall indicate an act required to be carried out in writing

The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and persons shall include corporate bodies

All monetary amounts exclude tax, which tax shall be added to any amounts which become due and payable

Notice in terms of service agreements shall be deemed to have been duly received when:

Delivered by hand – on the day of delivery
Sent by prepaid registered post – seven (7) days after posting
Sent by telefax – three (3) days after transmission
Sent by e-mail – three (3) days after transmission

1.7 The Professional Fees Guideline

The **Board Notice** defining the Annual update of the Professional Fees Guideline Issued in terms of section 34(2) of the Architectural Profession Act No.44 of 2000, is attached as an addendum to this Framework for the Professional Fees Guideline.
