

**INTRODUCTION**

This introduction does not form part of the SACLAP Client/Landscape Architect agreement for landscape design services. The purpose of this introduction is to inform the parties on the intent and use of the agreement.

This agreement is published by the South African Council for the Landscape Architectural Profession and is provided for the exclusive use of Professional Members.

This agreement sets out the standard landscape architectural services for landscape design services and the related conditions of agreement between the client and the landscape architect.

The stages set out in 2.0 Standard Design Services indicate the professional services that are common for most projects. The sequence of the stages follows the sequence of services and evolution of the typical project, however variations in the sequence and services provided and overlap of stages do occur in practice.

This agreement can be used for any related service however the signatories of this agreement must determine if this agreement complies with their specific requirements and if not, make the necessary amendments in the section provided for this purpose. The signatories should attempt to identify any Special Services to be provided by the landscape architect before signing the agreement.

This Agreement does not form part of the Client/Contractor agreement. The relationship between Client, Landscape Architect and Contractor is as defined in the Client/Contractor agreement.

The South African Council for the Landscape Architectural Profession accepts no responsibility, whatsoever, for the contents or use of this agreement.

Where the client or landscape architect is a registered company or close corporation, the signature should be authorised by the company's board of directors or members of the close corporation and a copy of the resolution should be appended to this agreement.

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## **1.0 DEFINITIONS**

For the purpose of this Agreement the works and expressions below will mean the following:

### **1.1 SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION**

The statutory council established in terms of the Landscape Architectural Professions Act, Act 45 of 2000 and mandated to register Professional Landscape Architects, Landscape Technicians, Landscape Technologists and Landscape Assistants.

### **1.2 LANDSCAPE ARCHITECTS**

The person or persons registered with the South African Council for the Landscape Architectural Profession.

### **1.3 CLIENT**

The person or body, which appoints the Landscape Architects to render the services as contained in this Agreement.

### **1.4 CONSULTANT**

Any person or persons appointed by the Client to give specialised advice.

### **1.5 PROJECT**

The complete development of a scheme for which the Landscape Architects are appointed.

### **1.6 CONTRACTOR**

The person, persons or body appointed by the Client to execute the work.

### **1.7 WORK**

The scheme in the process of development up to and including completion.

### **1.8 LANDSCAPE CONTRACT**

The contract compiled by the Landscape Architects for the execution of the work, which must be signed by the Client and the Contractor.



## **2.0 STANDARD LANDSCAPE DESIGN SERVICES**

The standard services with respect to the design, documentation and implementation of a landscape project for which the landscape architect is responsible are set out below. These comprise of the full standard landscape architectural design services.

### **2.1 STAGE 1: APPRAISAL AND DEFINING PROJECT SCOPE** **STAGE 1**

**2.1.1** On acceptance of appointment, the Landscape Architects must immediately do a complete investigation on the wider extent of The Project.

**2.1.2** The landscape architect must, with the Client 's approval:

- Analyse all available data
- Visit the site
- Consult with the Client's consultants and agents
- Indicate to the Client any additional information that is required
- Define possible guidelines for performance and action
- Arrange any special tests or investigations with the Client's approval

**2.1.3** The landscape architect must advise the Client on:

- Any significant constraints or opportunities arising out of the investigation
- The various services provided by the Landscape Architect
- The necessity of the services, and appointment of other Consultants
- The necessity for a Landscape Master Plan or other form of Development Guidelines

### **2.2 STAGE 2: PRELIMINARY SKETCH PLANS AND COST ESTIMATES** **STAGE 2**

**2.2.1** Having studied the Project requirements, been advised by the consultants, prepare a design concept in broad outline showing intended spatial layout, planning relationships, aesthetic aspects, materials and services to be used.

**2.2.2** The landscape architect must advise the Client on:

- Phasing of the project
- Preliminary estimates on cost in relation to the budget
- Anticipated programming of the project documentation and construction
- Compliance requirements for the regulations of any local authority

### **2.3 STAGE 3: SKETCH PLANS AND COST ESTIMATES** **STAGE 3**

**2.3.1** The Landscape Architects must develop the design concept in sufficient detail to:

- Prepare a set of Sketch Plans that define the landscape works
- Review the estimated costs in relation to the budget
- Review the design with the relevant authorities

### **2.4 STAGE 4: WORK DOCUMENTATION** **STAGE 4**

**2.4.1** Prepare, in co-ordination with consultants and specialists, construction documentation in order to execute the work as contained in the final sketch plans.

**2.4.2** Submit all necessary information to relevant authorities and obtain approval.

**2.4.3** Prepare a final cost estimate in relation to the budget.

**2.4.4** Prepare documents to procure offers for the execution of the works.

### **2.5 STAGE 5: INVITING TENDERS AND SUPERVISION ON EXECUTION OF WORK** **STAGE 5**

**2.5.1** The Landscape Architects must obtain tenders for the Landscape Work and advise the Client regarding the appointment of a specific Tenderer.

**2.5.2** Prepare and arrange the signing of contract documentation.

**2.5.3** Administer and perform the duties assigned to the landscape architect in the landscape contract.

**2.5.4** Provide the Client with copies of drawings of service installations and landscape work, 'AS BUILT' plans, together with technical data and guarantees from suppliers and relevant instructions/guidelines with regard to the maintenance of all individual items.



### **3.0 SPECIAL SERVICES**

Special services may be performed separately or as part of the Landscape Architects' Standard Services or may be done in co-operation with other Consultants. Special Services are compensated in terms of time basis except where otherwise determined or agreed.

#### **3.1 LANDSCAPE MASTER PLAN OR OTHER FORM OF DEVELOPMENT GUIDELINES**

#### **MASTER PLAN / DEVELOPMENT GUIDELINES**

**3.1.1** The landscape architect must, with the Client 's approval:

- Analyse all the natural and man-made characteristics of the site
- Determine the needs of the Client with regard to utilisation of the site
- Prepare a Landscape Master plan.

**3.1.2** The Master plan will be compiled in order to exercise control over a project, which will be developed over a long period of time and will contain information with regard to:

- Zoning for use
- Traffic and pedestrian circulation on the site
- Placing of future buildings
- Schematic plant and soil shapes in the landscape
- Indicate suitable areas for facilities such as active and passive recreation, conservation and other functional as well as non-functional use.
- Indicate phasing or subdivisions and development priority areas.

**3.1.3** The Master plan should be accompanied by a written report setting out the considerations for planning with regard to development priorities.

**3.1.4** A Development Guideline report should accompany the Master Plan report for large projects that are intended for development over a number of years or divided up for further development as separate projects by others.

#### **3.2 SPECIAL STUDIES AND DESIGNS**

#### **SPECIAL STUDIES AND DESIGNS**

The services listed below are not normally included in the standard design services described in 2.0 and require special additional work. The services are indicative only:

**3.2.1** The preparation of the client's brief and/or the drawing up thereof

**3.2.2** The preparation of a Landscape Policy or Design Guidelines.

**3.2.3** Site selection, survey and location

**3.2.4** Environmental

**3.2.5** Energy conservation

**3.2.6** Economic feasibility

**3.2.7** Market surveys

**3.2.8** Traffic

**3.2.9** Town planning, urban design

**3.2.10** Master site planning of future buildings related to the current works

**3.2.11** Design frameworks

**3.2.12** Promotional material

**3.2.13** Art work and graphics

**3.2.14** Purpose-made items

**3.2.15** Design and intensive work regarding the selection and suitability of detached garden furniture, ornaments, accessories, and special finishes or fixtures, supervision on the installation thereof and the preparation of illustrative or presentation material thereof.

**3.2.16** Plant/equipment procurement, operational and production layouts

#### **3.3 ADMINISTRATION**

#### **ADMINISTRATION**

**3.3.1** Co-ordination of project where more than one contract, be it civil or other, is simultaneously executed on the same site.

**3.3.2** Extensive visits to or meetings at the site.

**3.3.3** Permanent or partial supervision by the Landscape Architects or their representative.

**3.3.4** To take care of the administration of the contract.

**3.4 ADVISORY****ADVISORY**

Advisory Landscape Planning Services with regard to items which are not specifically covered by the Standard Services and which can be rendered on written request by the Client, including but not limited to:

- 3.4.1** To negotiate with developers, local authorities or other persons with regard to landscape projects on behalf of the Client
- 3.4.2** To undertake local or overseas research projects
- 3.4.3** To build scale-models or digital models of projects
- 3.4.4** To visit nurseries for the selection of suitable plant material
- 3.4.5** To undertake topographical surveys for preliminary planning which will not be for official use
- 3.4.6** To undertake site surveys for detail planning
- 3.4.7** To support the Client in preparation of his requirements with regard to The Project
- 3.4.8** To prepare feasibility reports for a project
- 3.4.9** To advise or support in litigation or arbitration.
- 3.4.10** To prepare brochures or other publicity material for the promotion of a project
- 3.4.11** To prepare documentation for the purpose of demolishing
- 3.4.12** To give advice or prepare documents with regard to changes made to completed work
- 3.4.13** To attend and participate in regular design co-ordination or planning meetings over a building project period that noticeably exceeds the design and implementation period for the landscape works.
- 3.4.14** To prepare surveying work and documentation for restoration of works where work is destroyed during construction as a result of causes outside the control of the Landscape Architects.

**3.5 SUPPLEMENTARY OR REVISED DOCUMENTATION****SUPPLEMENTARY  
OR REVISED  
DOCUMENTATION**

- 3.5.1** Preparation of supplementary or revised documentation as a result of the demands of The Project which appear after receipt of the Client's instructions to proceed and after the Landscape Architects' work has already commenced.

**3.6 CONTINUOUS LANDSCAPE ARCHITECT SERVICES****CONTINUOUS  
LANDSCAPE  
ARCHITECT  
SERVICES**

- 3.6.1** The Client may, after completion of The Project, decide to appoint the Landscape Architects for a further period of time to, if necessary, advise the Client with regard to changes to the work already executed and to control the maintenance thereof.

**3.7 OTHER SERVICES****OTHER SERVICES**

- 3.7.1** Preparation of guidelines, monitoring or auditing of maintenance of the work completed.
- 3.7.2** Attending and participating in special work sessions or meetings with regard to particular aspects of the project.
- 3.7.3** Mutually agreed additional services.

**4.0 RESPONSIBILITIES AND RELATED CONDITIONS****4.1 CLIENT'S REQUIREMENTS**

**4.1.1** The Client must give his instructions timeously to the Landscape Architects as well as appropriate information, decisions and instructions in order to ensure orderly and speedy execution of the work.

**4.1.2** In case of a change to the client's requirements, which is likely to vary the cost of the works, time schedule or professional fees, the landscape architect shall promptly inform him thereof and confirm his agreement to any additional fees and supplementary services that may be required

**4.2 SITE DEFINITION AND CONSTRAINTS**

**4.2.1** The Client must provide a drawing(s), documents which must contain the following information, satisfactory surveys of the terrain containing inter alia the following information. Boundaries, contours, street slope and routes, sidewalks, neighbouring terrains, rights of way, servitudes, limitations or terms of lease, removal of restrictions, boundary violations by development, zoning, title deed restrictions, location diagrammes, dimensions and complete data with regard to existing situations and development, future developments, improvements, public and private services – elevated as well as underground, and in general everything which in necessary to compile the plans.

**4.3 LIMITS TO THE LANDSCAPE ARCHITECT'S RESPONSIBILITY****4.3.1 Budgets, estimates and offers**

The work must be exercised with a certain measure of diligence and activity as is usually done by Landscape Architects during the practice of their profession and the landscape architect endeavours to comply with the approved budget but cannot guarantee that offers for the execution of the works will not exceed the estimated cost of the works. If the lowest tender exceeds the final cost estimate with more than 15 percent, the Client may instruct the Landscape Architects to make changes in the extent and/or quality of the to reduce the offer amount. All changes to documentation, which may arise from such an instruction, will be done at the cost of the Landscape Architects except where higher tender prices are ascribable to unforeseen increases beyond the control of the Landscape Architects. Despite the foregoing the landscape architect shall not be deemed to be in breach of this agreement should the lowest bona fide offer not exceed the approved budget by more than 15 percent

**4.3.2 Material Deficiency**

The Landscape Architects will not be held responsible for any deficiency in materials or craftsmanship which does not meet the requirements of manufacturers, producers and contractors and what they warrant it to have.

**4.3.3 Specialist Consultants**

The landscape architect shall not be responsible for the production of the design solution or liable for performance of where the design of the whole or part of the work is undertaken by the client's agents or consultants. Appointment and liability for fees due to such specialist consultants are the responsibility of the Client. The Landscape Architects will only be responsible for the guidance and co-ordination of the work undertaken by these consultants where the work encroaches on that of the landscape architect. The Specialist Consultants will be responsible for the detailed design and accompanying services consigned to them. Where design services are rendered by the Contractor as part of his Agreement with the Client, the Contractor will take full responsibility for his service, be it for the design, negligence, mistakes or omissions thereof or for any consequences which may arise from this.

**4.3.4 Client/Contractor Agreement**

Each Contractor, together with his sub-contractors, is directly responsible to the client for proper performance of work in terms of their Agreement. The Landscape Architects cannot be held responsible for any delays, deficiencies or default on the part of the Contractor. The Landscape Architects in good faith recommend Contractors for the execution of Contracts and cannot be held responsible for the Contractor's methods of operation, techniques, sequence or procedure.

**5.0****CLIENT'S REQUIREMENTS****SITE DEFINITION AND CONSTRAINTS****LIMITS TO THE LANDSCAPE ARCHITECT'S RESPONSIBILITY**

**4.3.5 Shop Drawings and samples**

The checking by the architect of shop drawings and/or approval of samples of equipment, materials or workmanship does not relieve the contractor or his sub-contractors of their contractual responsibilities in this regard

**4.3.6 Time limit to Landscape Architect's Responsibility**

No claim whatsoever shall be enforceable by the client against the landscape architect arising out of or in respect of any services rendered by the landscape architect in terms of this agreement or concerning the carrying out of the works after five years have elapsed from the date of practical completion of the works or suspension, postponement or termination.

**4.4 DIVERGENCE AND CHANGES**

**4.4.1** The Landscape Architects may not diverge from the Client's instructions, and shall not make any essential changes, additions or omissions to the approved design in excess of the approved amount specified in the articles of agreement, without the Client's approval except in the case of an emergency arising from the execution of the work. The Landscape Architects will, as soon as possible, notify the Client of the steps taken.

**DIVERGENCE AND CHANGES****4.5 NON-TRANSFERABILITY**

**4.5.1** Neither party shall assign, sublet or transfer its interest in this agreement without the written consent of the other, which consent shall not unreasonably be withheld.

**4.5.2** The Landscape Architects may, however, change the structure or status of the firm without the Deed of Agreement being influenced.

**NON-TRANSFERABILITY****4.6 PREVENTION OF PERFORMANCE**

**4.6.1** Should either the client or landscape architect be prevented by a cause beyond his control from performing his obligations in terms of this agreement, it may be terminated without prejudice to the accrued rights of either party against the other

**PREVENTION OF PERFORMANCE****4.7 OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

**4.7.1** All instruments of professional service prepared by the Landscape Architects, including, but not limited to, drawings and specifications, with regard to The Project, are copyright and remain the property of the Landscape Architects and may only be applied to this agreement. The Client has the right of use of the documents for the sole purpose of this agreement.

**OWNERSHIP OF DOCUMENTS AND COPYRIGHT****4.8 INSTRUCTIONS TO THE CONTRACTOR**

**4.8.1** Where the landscape architect is appointed as sole or principal agent, he shall have the sole authority to issue instructions to the contractor in terms of the landscape contract.

**INSTRUCTIONS TO THE CONTRACTOR****4.9 INSTRUCTIONS TO CONSULTANTS**

**4.9.1** Where the landscape architect is appointed as sole or principal agent, instructions to the consultants and agents shall only be given through the landscape architect.

**INSTRUCTIONS TO THE CONSULTANTS**



**5.0 FEES FOR STANDARD LANDSCAPE DESIGN SERVICES**

**6.0**

The Landscape Architects' professional fee shall be calculated on a percentage of the cost of The Project that in turn shall be calculated in terms of clause 11.3 and shall be subject to modification in terms of clause 4.3.1.

**5.1 FEE FOR FULL SERVICES**

**FEE FOR FULL SERVICES**

**5.1.1** The fee is calculated according to the table and the sliding scale in Appendix 1. The tariffs prescribed shall be applicable to a new appointment and shall remain in force during the currency of the appointment or phases or subdivisions thereof.

**5.2 FEE FOR PARTIAL STANDARD SERVICES**

**FEE FOR PARTIAL STANDARD SERVICES**

**5.2.1** Where a landscape architect is appointed to render a partial standard service only, his fee, subject to clause 5.2.2, shall be the percentage relevant to each work stage based on the cost of the project and calculated according to Appendix 1, unless otherwise agreed.

**5.2.2** Where a landscape architect is appointed to take over work from another person previously commissioned for such work at any stage after stage one has been completed, the fee for the first subsequent stage shall be increased by 15 per cent unless otherwise agreed.

**5.3 APPORTIONMENT OF WORK BETWEEN WORK STAGES**

**APPORTIONMENT OF WORK BETWEEN WORK STAGES**

**5.3.1** The portion of the fees applicable to each work stage shall be according to the table below:

**5.3.2** Work stages may be reallocated by agreement.

<b>Work Stages</b>	<b>Proportion of fee for Work Stages 1 to 5</b>	<b>Cumulative Total</b>
1	5%	5%
2	15%	20%
3	15%	35%
4	30%	65%
5	35%	100%

**6.0 FEES FOR SPECIAL SERVICES****6.1 SPECIAL SERVICES****SPECIAL SERVICES**

**6.1.1** Special Services are compensated in terms of time basis except where otherwise determined or agreed. Where Special Services are rendered and additional professional fees are involved, the Client must agree in writing prior to the service being rendered. The fee is calculated on hourly rates according to Appendix 3. Where a time-based fee is selected, the current rates shall apply: Provided that whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision

**6.2 LANDSCAPE ARCHITECT'S SITE REPRESENTATIVE****LANDSCAPE ARCHITECT'S SITE REPRESENTATIVE**

**6.2.1** Where permanent or partial supervision by the Landscape Architects or their representative is required and an employee of the landscape architect is seconded for extended inspection in terms of clause 3.3.3, the amount of the reimbursement shall be the total cost of employment plus 30 per cent.

**6.3 EXTENDED CONSTRUCTION PERIOD****EXTENDED CONSTRUCTION PERIOD**

**6.3.1** In the event that the building construction period is exceeded by more than 10 per cent due to no fault of the landscape architect, he is to be remunerated for his services for all additional work under work stage 5 at the hourly rates set out in clause Appendix 3 provided that such services are not covered by any other additional fees



<b>7.0</b>	<b>FEES ON TERMINATION, SUSPENSION OR DEFERMENT</b>	<b>7.0</b>
<b>7.1</b>	Should the whole or any part of the project be terminated, suspended or deferred at any work stage, the landscape architect's fee shall be:	<b>UPON TERMINATION</b>
<b>7.1.1</b>	For each completed work stage, the fee calculated according to clause 5.3.	
<b>7.1.2</b>	For each interrupted work stage the fee calculated according to clause 5.3 prorated to the work done.	
<b>7.1.3</b>	Where the termination, suspension or deferment of the project is not directly attributable to the landscape architect, a surcharge of 10 per cent of the fee determined in clauses 7.1.1 and 7.1.2 shall apply.	
<b>7.2</b>	Should the project be reinstated or resumed without significant change within one year from the date of de facto deferment, the fee paid according to the provisions of clause 7.0 disregarding any surcharge under clause 7.1.3, shall be considered to be partial payment of the fee calculated on the cost of the project.	<b>RESUMED WITHIN A YEAR</b>
<b>7.3</b>	Should the project be reinstated after a year, the project shall be considered a new commission and fees shall be negotiated.	<b>RESUMED AFTER A YEAR</b>
<b>7.4</b>	Should additional services by the landscape architect be required in connection with the resumption of the deferred project, fees shall be charged for such additional services on a time basis determined according to Appendix 3.	<b>ADDITIONAL SERVICES REQUIRED</b>
<b>7.5</b>	The project, or any part thereof, shall be considered as having been terminated where:	<b>TERMINATION</b>
<b>7.5.1</b>	The client so instructs the architect in writing.	
<b>7.5.2</b>	Deferred for longer than one year.	
<b>7.5.3</b>	Instructions necessary for the landscape architect to continue work on the project are not received from the client within 3 months after such instructions are requested by the landscape architect in writing.	

**8.0 DISBURSEMENTS AND TRAVEL EXPENSES****8.0**

**8.1** In addition to the fees payable, in terms of this agreement, the client shall reimburse the landscape architect for all reasonable disbursements properly incurred. The expenses contemplated may include the following:

**DISBURSEMENTS**

**8.1.1** Printing, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchase costs of documents excluding internal usage by the architect.

**8.1.2** Hotel, subsistence and travelling expenses, including kilometre allowances at current Automobile Association rates or as set down by a government institution where the landscape architects are appointed by them, for vehicle usage and other similar disbursements.

**8.1.3** All payments made by the landscape architect, including fees and other charges for specialised professional and other services which the landscape architect has incurred on behalf of the client.

**8.1.4** Telephonic, electronic and facsimile communication, special postage and courier deliveries.

**8.1.5** Any other disbursements that may be agreed by the client

**8.1.6** Disbursements incurred by tender advertisement, clerk of works, advertisements, municipal approvals, etc.

**8.1.7** Disbursements as a result of chemical and other tests.

**8.1.8** Printing and binding of reports and documents.

**8.1.9** Air tickets

**8.2** Travelling time shall be payable at the hourly rates set out in Appendix 3 where payment of the landscape architect's fees is made on:

**TRAVELLING TIME**

**8.2.1** A percentage basis and provided that the round trip distance between the destination and the landscape architect's place of practice exceeds 50 kilometres

**8.2.2** A time basis at the full rate provided that travelling time outside normal working hours shall be at half the rate unless otherwise agreed by the client

**9.0 PAYMENT OF FEES AND DISBURSEMENTS**

- 9.1** The landscape architect shall be entitled to render interim accounts on a monthly basis which are payable on presentation of an invoice.
- 9.2** Accounts shall be based on an assessment by the architect of the professional services rendered to date. The aggregate of the interim claims is not to exceed the total fee payable.
- 9.3** Fee and disbursement accounts may be billed separately.
- 9.4** Fee accounts shall show:
- 9.4.1** The anticipated or agreed total fee differentiating between the various categories of fees.
- 9.4.2** The fees applicable to each work stage, supplementary service or other allocations.
- 9.4.3** The aggregate fees claimed to date.
- 9.4.4** The aggregate payments received to date.
- 9.5** Payment of each of the landscape architect's accounts shall be payable at the address of the architect as stated in clause 11.0.
- 9.6** Should the client allege a claim against the landscape architect, a contractor or any other party involved in the project, such a claim must be taken care of in its own right. The client may not on the basis thereof retain payment or part thereof, which is due to the landscape architect.
- 9.7** Upon suspension, deferment or termination of the project the landscape architect shall be paid in full all outstanding fees and disbursements.

**10.0**

- INTERVAL ACCOUNTS**
- LANDSCAPE ARCHITECT DETERMINE TO**
- SEPARATE ACCOUNTS**
- ACCOUNT FORMA**
- ADDRESS**
- CLAIMS TO BE SEPARATE**
- UPON SUSPENSION**

**10.0 GENERAL****10.1 SUSPENSION OR DEFERMENT**

**10.1.1** The client may at anytime require that work on the project be suspended or deferred. The landscape architect shall not be precluded from recovering any damages he may sustain due to the suspension or deferment of the project.

**SUSPENSION OR DEFERMENT****10.2 DISAGREEMENT**

**10.2.1** Should any disagreement arise either party may declare a dispute by notice to the other party. The parties may resolve the dispute by mediation, failing which it shall be referred to arbitration. The architect shall select an arbitrator from a list of 3 persons nominated by the Association of Arbitrators at the request of either party. The arbitration shall be conducted according to the latest edition of the "Rules for the Conduct of Arbitrators" published by the Association of Arbitrators.

**DISAGREEMENT****10.3 TERMINATION**

**10.3.1** This agreement may be terminated by either party on the expiry of fourteen (14) days notice to the other party. Within thirty (30) days of payment of the fees and disbursements due in terms of clause 9.7, the landscape architect shall provide copies of documents and other items which, in his opinion, are relevant to the project. The client shall reimburse this disbursement.

**TERMINATION****10.4 WHOLE AGREEMENT**

**10.4.1** This agreement, including any annexures hereto, is the whole of the contract between the parties and no variation hereof shall have any effect unless reduced to writing and signed by both parties. The validity of clause 10.3 shall not be affected by the termination of this agreement.

**WHOLE AGREEMENT****10.5 LAW OF THIS AGREEMENT**

**10.5.1** The only law applicable to this agreement is the law of the Republic of South Africa.

**LAW OF THIS AGREEMENT**



**11.0 ARTICLES OF AGREEMENT**

**11.1 CONTRACTING PARTIES**

The agreement is hereby entered into between:

Client\_\_\_\_\_

Landscape Architect\_\_\_\_\_

of\_\_\_\_\_

of\_\_\_\_\_

**11.2 THE PROJECT**

The client wishes to carry out a project comprising

*(An optional Schedule of Services to be Rendered and Compensation is included in Appendix 4 to define the project)*

situated at\_\_\_\_\_

**DEFINED SERVICES**

The services to be provided by the landscape architect are:

*(An optional Schedule of Services to be Rendered and Compensation is included in Appendix 4 to define the services to be provided)*

**11.3 BUDGET**

The budget for the project comprises the estimated values of:

(A)	The Works	Total for the works (A)	R_____
(B)	Total of all provisional sums		R_____
	Other elements(not included in the works)		R_____
		Subtotal (B)	R_____
		Cost of project for fee purposes (A + B)	R_____
(C)	Allowances		
	Total for professional fees		R_____
	Disbursements		R_____
	Contingency		R_____
	Escalation		R_____
		Subtotal (C)	R_____
		SUBTOTAL (A + B + C)	R_____
		VAT at 14%	R_____
	<b>TOTAL BUDGET</b>		<b>R_____</b>



**11.4 SPECIAL NOTES**

The following further special requirements are noted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11.5 FEES**

It is recorded that the landscape architects fees for rendering his professional services on this project shall be according to Appendices \_\_\_\_\_ dated \_\_\_\_\_ or as set out below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11.6 MATERIAL ALTERATION**

The value of a material alteration in terms of clause 4.4 shall not exceed the sum of:

R \_\_\_\_\_

**11.7 SIGNATURE OF THE CONTRACTING PARTIES**

The client appoints the landscape architect who accepts the appointment as the principal agent to carry out the defined services for the project on the conditions and for the fees and disbursements according to this clause 12 of the agreement,

Thus done and signed

At \_\_\_\_\_

On \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
For and on behalf of the client who by signature hereto warrants authorisation

Thus done and signed

At \_\_\_\_\_

On \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
For and on behalf of the landscape architect who by signature hereto warrants authorisation



**APPENDIX 1: COST BASED PROFESSIONAL FEES**

**APPENDIX 1  
EFFECTIVE  
2004.05.28**

**SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION  
TARIFF SCALE OF FEES 2004-05-28**

All values are exclusive of VAT and as a basis for Fee calculation

X : Amount / 100 000 (g. 1 000 000 = 10)

C : Coefficient (See list, e.g. C<sub>1</sub>)

Categories	Air strips and airport landscapes	C <sub>1</sub>	17.34000000000
	Golf courses	C <sub>2</sub>	-1.24004000000
	Industrial townships	C <sub>3</sub>	0.12674190000
	Landscape restoration and conservation	C <sub>4</sub>	-0.00712066000
	Low intensity estate planning	C <sub>5</sub>	0.00019608840
	Mining operations	C <sub>6</sub>	-0.00000208039
	Nature and game park camps		
	Parking areas		FORMULA
	Roads and highways		C <sub>1</sub> +(C <sub>2</sub> *X)+(C <sub>3</sub> *X <sup>2</sup> )+(C <sub>4</sub> *X <sup>3</sup>
	Sports fields with services		+(C <sub>5</sub> *X <sup>4</sup> )
	Urban and rural parks and recreation areas		
	Cemeteries		
	Church grounds		
	College and university campuses		
	Courtyards		
	Farmyards		
	High intensity estate planning		
	Hospitals		
	Hotel sites		
	House gardens		
	Housing schemes		
	Industrial and commercial sites		
	Marinas		
	Motels		
	Office parks		
	Playgrounds		
	Public buildings		
	Recreation and holiday resorts, caravan parks, chalet terrains		
	Schools		
	Shopping centres		
	Show grounds		
	Camping areas		
	Sports fields without services		
	Townships		
	Wilderness recreation		

I	AMOUNT X	PERCENTAGE Y
1	400 000	14.000
2	600 000	13.160
3	800 000	12.620
4	1 000 000	12.250
5	1 200 000	11.950
6	1 400 000	11.700
7	1 600 000	11.450
8	1 800 000	11.210
9	2 000 000	10.990
10	2 200 000	10.790
11	2 400 000	10.640
12	2 600 000	10.510
13	2 800 000	10.390
14	3 000 000	10.230
15	3 200 000	9.920
16	3 400 000	9.920
17	3 600 000	9.920
18	3 800 000	9.920
19	4 000 000	9.920
20	4 200 000	9.920



<b>APPENDIX 2: TIME BASED FEE</b>	<b>APPENDIX 2 EFFECTIVE 2003.01.01</b>
<p>Where a time based fee is selected, the rates below shall apply: Provided that whenever these rates are revised, the new rates shall apply to work performed after the date of publication of such revision.</p>	
<p><b>RATES</b></p>	
<p>Principal or partner in a partnership, director of a company or member of a close corporation who bears the risks of the practice and takes full responsibility for the liabilities of such practice:                      Principals with more than 10 years experience: R 675 per hour                      Principals with less than 10 years experience: R 535 per hour</p>	<p><b>PRINCIPALS OR PARTNERS</b></p>
<p>Associates and Managers: R 480 per hour                      or                      17.5 percent of each R100.00 or part thereof of total annual cost of employment.</p>	<p><b>ASSOCIATES</b></p>
<p>Staff performing work of an landscape architectural nature and carry direct responsibility for one or more specific activities related to a project                      R 411 per hour                      or                      15 percent of each R100.00 or part thereof of total annual cost of employment.</p>	<p><b>LANDSCAPE ARCHITECTS</b></p>
<p>Other staff performing work of a landscape architectural nature under direction and control.                      R 320 per hour                      or                      12.5 percent of each R100.00 or part thereof of total annual cost of employment.</p>	
<p>Should a principal or partner perform work of a landscape architectural nature at this level, the rate per hour shall be equivalent to that determined for staff employed in this category.</p>	
<p>The hourly rates referred to above shall be deemed to include establishment charges and charges for time expended by clerical staff and are exclusive of VAT.</p>	