



ARCHITECTS RULES
1996
(Incorporating amendments up to October 2022)

LEMBAGA ARKITEK MALAYSIA
Board of Architects Malaysia
www.lam.gov.my

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

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ARCHITECTS ACT 1967
ARCHITECTS RULES 1996

Act 117.

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

P A R T I
PRELIMINARY

Citation and commencement.

1. (1) This rules may be cited as the **Architects (Amendment) Rules 2022.**

(2) This Rules comes into operation on 1 October 2022.

Interpretation.

2. In these Rules, unless the context otherwise requires –

“Board” means the Board of Architects Malaysia established under section 3 of the Act;

“President” means the President of the Board of Architects Malaysia appointed under subsection 3(2) of the Act;

“Registrar” means the Registrar of Architects appointed under subsection 6(1) of the Act;

“Secretary” means the person or the firm of professional secretaries or professional accountants appointed by the Board under rule 10.

PART II ADMINISTRATION

Meetings of the Board.

3. The Registrar shall convene a meeting of the Board whenever requested to do so by the President or by not less than five members of the Board in a request made in writing.

Notice of meetings.

4. (1) Before any meeting may be convened there shall be given a written notice of not less than fourteen days specifying the place, date and time of the meeting and the business to be conducted at the meeting.

(1A) Notwithstanding subrule (1), in exceptional circumstances the President may give a written notice of not less than three days to convene a meeting.

(2) The accidental omission to give notice of a meeting under this rule to one or more members of the Board or the non-receipt thereof shall not in any manner affect the validity of or prejudice anything done or agreed to at the meeting.

Votes.

5. A resolution shall be proposed and seconded before being put to the vote. Voting shall be by show of hands or by secret ballot as may be decided by the President or the member presiding. A declaration by the President or the member presiding that a resolution has been carried by a particular majority or not carried by a particular majority shall be conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence thereof without proof of the number or proportion of votes recorded in favour of or against the resolution.

Proxies not admitted.

6. Votes shall only be given by members present and voting.

Minutes.

7. Minutes of every meeting shall be kept by the Secretary and the minutes, if purporting to be signed by the President or the member presiding at the next succeeding meeting, shall be conclusive evidence of the facts stated therein.

Committees.

8. (1) The Board may from time to time by resolution appoint committees from amongst its members and the Board may by resolution at any time dissolve any committee so appointed.

(2) A committee appointed under subrule (1) may invite any person to attend its meetings and to take part in its deliberations but the person shall have no vote.

(3) The President and the Registrar shall be ex-officio members of all committees.

Registrar.

9. The Registrar shall consult the President on any business other than that of a routine nature requiring attention at any time between meetings of the Board.

Secretary.

10. (1) The Board may appoint a person or a firm of professional secretaries or professional accountants to act as Secretary for the Board.

(2) The Secretary shall keep the minutes of all meetings of the Board and its committees and shall send notices of meetings

and perform such other functions as may be determined by the Board.

(3) The Secretary shall receive and be responsible for all monies payable to the Board and shall present to the Board -

- (a) at each meeting of the Board, a statement of accounts showing receipts and expenditure as on the last day of the previous month; and
- (b) not later than 30 September in each year, the audited accounts for the previous financial year.

Bank account.

11. All payments received shall be deposited to the credit of the account of the Board with a bank approved by the Board:

Provided that the Secretary may keep as petty cash a sum not exceeding five thousand ringgit.

Cheques.

12. All cheques on the bank account of the Board shall be signed jointly -

- (a) by the President and the Registrar; or
- (b) in the absence of the President, by the Registrar and a member appointed by the Board to sign cheques in place of the President; or
- (c) in the absence of the Registrar, by the President and a member appointed by the Board to sign cheques in place of the Registrar; or

- (d) in the absence of the President and the Registrar, by the members appointed under paragraphs (b) and (c) to sign cheques in place of the President and the Registrar.

Accounts.

13. (1) The Board shall cause to be kept and maintained proper accounts and records relating to -

- (a) the assets and liabilities of the Board; and
- (b) the sums of money received and expended by or under the authority of the Board.

(2) The books of accounts and records shall be kept in the custody of the Secretary or at such place as the Board may determine.

Expenses of the Board.

14. (1) The President, the Registrar, the Secretary and the staff of the Board may be paid from the funds of the Board such remuneration as the Board may determine from time to time.

(2) There may be paid to members of the Board and other persons appointed by the Board a reasonable allowance as determined by the Board for performing any duty assigned by the Board or for attending any meeting of the Board or of any committee thereof, and such reasonable travelling expenses and subsistence allowance for being away from their place of residence to perform the duties of the Board.

Audit.

15. The accounts of the Board shall at least once every year be audited by a firm of professionally qualified auditors to be appointed by the Board.

Financial year.

16. The financial year of the Board shall end on 31 December.

Fees.

16A. (1) The fees as prescribed in Part Two of the First Schedule made payable to the Board shall be paid in the form of a money order, bank draft, cheque, an electronic fund transfer or any other form as determined by the Board.

(2) The Board, may with the approval of the Minister, reduce partly or wholly any fees prescribed in Part Two of the First Schedule as the Board deems necessary.

PART III REGISTRATION

Application for registration.

17. Every -

- (a) person desirous of being registered as –
 - (i) an Architect under subsection 10(2) of the Act;
 - (ii) a Graduate Architect under subsection 10(1) of the Act;
 - (iii) a Building Draughtsman under section 22 of the Act;
 - (iv) an Interior Designer under subsection 27D(2) of the Act;
 - (v) a Graduate Interior Designer under subsection 27D(1) of the Act;
 - (vi) an Inspector of Works under subsection 27M(1) of the Act;
 - (vii) an Architectural Technologist under subsection 27V(1) of the Act; or;

- (b) foreign architect desirous of being registered as an Architect under section 10A of the Act,

shall make an application to the Board in the manner to be determined by the Board.

Time limit for Board to decide on application.

18. Every application for registration shall be decided upon by the Board within four months from the date of receipt of such application.

Applicant to be notified.

19. Every applicant shall be notified of the decision of the Board within one month of the date of the decision.

Registration Fee.

20. Every application for registration as an Architect, a Graduate Architect, a Building Draughtsman, an Interior Designer, a Graduate Interior Designer, an Inspector of Works, an Architectural Technologist or registration of a foreign architect as an Architect, shall be accompanied with -

- (a) the processing fee as prescribed in Part Two of the First Schedule, which is not refundable; and
- (b) the registration fee as prescribed in Part Two of the First Schedule, which shall be refunded to the applicant who is unsuccessful in his application.

Certificate of registration.

21. Upon an application for registration as an Architect, a Graduate Architect, a Building Draughtsman, an Interior Designer, a Graduate Interior Designer, an Inspector of Works, an Architectural Technologist or registration of a foreign architect as an Architect, being approved by the Board, the Registrar shall issue a certificate of registration in the forms as may be determined by the Board.

Application for renewal.

22. (1) Every Architect or Graduate Architect desirous of renewing his registration under subsection 13(2) of the Act shall apply to the Board in writing or through an electronic platform on or before 31 December of the year of expiration of his registration and such application shall be accompanied with the renewal fee as prescribed in Part Two of the First Schedule.

(2) Every Building Draughtsman desirous of renewing his registration under subsection 22(4) of the Act shall apply to the Board in writing or through an electronic platform on or before 31 December of the year of expiration of his registration and such application shall be accompanied with the renewal fee as prescribed in Part Two of the First Schedule.

(3) Every Interior Designer or Graduate Interior Designer desirous of renewing his registration under subsection 27C(4) of the Act shall apply to the Board in writing or through an electronic platform on or before 31 December of the year of expiration of his registration and such application shall be accompanied with the renewal fee as prescribed in Part Two of the First Schedule.

(4) Every Inspector of Works desirous of renewing his registration under subsection 27M(4) of the Act shall apply to the Board in writing or through an electronic platform on or before 31 December of the year of expiration of his registration and such application shall be accompanied with the renewal fee as prescribed in Part Two of the First Schedule.

(5) Every Architectural Technologist desirous of renewing his registration under subsection 27V(4) of the Act shall apply to the Board in writing or through an electronic platform on or before 31 December of the year of expiration of his registration and such application shall be accompanied with the renewal fee as prescribed in Part Two of the First Schedule.

23. *(Deleted)*

Reinstatement fee.

24. (1) Any Graduate Architect or an Architect whose name has been removed from the Register pursuant to paragraph 16(b) of the Act for failure to renew his registration shall within five years of such removal, when notifying the Registrar of his desire to be

reinstated pursuant to subsection 17(2) of the Act, in writing state the particulars of his employment or occupation as on the date of his notification to the Registrar.

(1A) Any Building Draughtsman whose name has been removed from the Register pursuant to paragraph 26(b) of the Act for failure to renew his registration shall within five years of such removal, when notifying the Registrar of his desire to be reinstated pursuant to subsection 26A(2) of the Act, in writing state the particulars of his employment or occupation as on the date of his notification to the Registrar.

(1B) Any Interior Designer or Graduate Interior Designer whose name has been removed from the Register pursuant to paragraph 27H(b) of the Act for failure to renew his registration shall within five years of such removal, when notifying the Registrar of his desire to be reinstated pursuant to subsection 27I(2) of the Act, in writing state the particulars of his employment or occupation as on the date of his notification to the Registrar.

(1C) Any Inspector of Works whose name has been removed from the Register pursuant to paragraph 27Q(b) of the Act for failure to renew his registration shall within five years from the date of the removal, when notifying the Registrar of his desire to be reinstated pursuant to subsection 27R(2) of the Act, in writing state the particulars of his employment or occupation as on the date of his notification to the Registrar.

(1D) Any Architectural Technologist whose name has been removed from the Register pursuant to paragraph 27Z(b) of the Act for failure to renew his registration shall within five years from the date of the removal, when notifying the Registrar of his desire to be reinstated pursuant to subsection 27ZA(2) of the Act, in writing state the particulars of his employment or occupation as on the date of his notification to the Registrar.

(2) Every notification under subrule (1), (1A) or (1B) shall be accompanied with the reinstatement fee as prescribed in Part Two of the First Schedule.

Fee for approved areas.

25. The fee payable for the addition or variation of approved areas of operation within the limits of the building Authorities specified in the certificate of registration in respect of which a Building Draughtsman may submit plans shall be as prescribed in Part Two of the First Schedule.

Practical experience.

26. (1) The practical experience that a Graduate Architect is required to obtain under paragraph 10(1)(b) of the Act in order to be entitled to apply for registration as an Architect is the completion of the relevant practical experience required to enable him to qualify to sit for the Part III Professional Examination.

(2) A Graduate Architect applying for registration as an Architect must submit with his application proof in writing that he has complied with the requirements of subrule (1) and subparagraphs of 10(2)(a)(i) and (ii) of the Act.

(3) The Corporate Member of the Pertubuhan Arkitek Malaysia referred to in subparagraph 10(2)(a)(ii) of the Act shall be entitled on application to be registered as an Architect if he—

- (i) holds the qualification recognized by the Board;
- (ii) is registered with the Board as a Graduate Architect; and
- (iii) has obtained the practical experience and passed the examination as may be determined by the Board.

Qualifications of a foreign architect.

27. (1) The necessary qualification which a foreign architect is required to obtain under paragraph 10A(2)(a) of the Act in order to be considered for registration as an Architect under the Act, shall be the registration as an architect by the relevant registration board in his country of origin for not less than fifteen years at the date of submission of his application for registration.

(2) The necessary expertise that a foreign architect is required to possess under paragraph 10A(2)(b) of the Act shall be the specific expertise and experience that other Malaysian architects cannot provide for the specific project and must be substantiated with the relevant document that he possesses not less than five years working experience on such specific type of project.

(3) A foreign architect who has obtained registration from the Board shall confine all his professional services and expertise on the particular project for which his application is approved and he shall not receive, process or undertake any other enquiry or project either directly or as an agent for his firm.

(4) A foreign architect applying for registration under section 10A of the Act must submit with his application proof in writing that he has complied with the requirements of subrules (1) and (2).

PA R T I V
CODE OF CONDUCT
AND
CONDITIONS OF ENGAGEMENT

Code of Conduct.

28. (1) An Architect shall in the exercise of his profession, observe and be guided by the provisions of the Code of Conduct for Architect in Part One of the Second Schedule.

(2) A Graduate Architect shall in the exercise of his profession, observe and be guided by the provisions in paragraph 1, paragraph 4 except subparagraphs 4(7), 4(9) and 4(17), subparagraphs 2(4), 2(5), 2(7), 3(1), 3(3), 5(3) and 5(4), and subsubparagraphs 3(5)(b), (c) and (d) of the Code of Conduct for Architect in Part One of the Second Schedule, and references to an “Architect” shall be construed as references to a “Graduate Architect”.

(3) A Building Draughtsman shall in the exercise of his profession, observe and be guided by the provisions of the Code of Conduct for Building Draughtsmen in Part Two of the Second Schedule.

(4) An Interior Designer shall in the exercise of his profession, observe and be guided by the provisions of the Code of Conduct for Interior Designers in Part Three of the Second Schedule.

(5) A Graduate Interior Designer shall, in the exercise of his profession, observe and be guided by the provisions in paragraph 1, paragraph 4 except subparagraphs 4(5), 4(7), 4(15), subparagraphs 2(4), 2(5), 2(6), 3(1), 3(3), 5(3) and 5(4), and subsubparagraphs 3(5)(b), (c) and (d), of the Code of Conduct for Interior Designers in Part Three of the Second Schedule.

(6) An Inspector of Works shall, in the exercise of his profession, observe and be guided by the provisions of the Code of Conduct for Inspector of Works as may be determined by the Board.

(7) An Architectural Technologist shall, in the exercise of his profession, observe and be guided by the provisions of the Code of Conduct for Architectural Technologist as may be determined by the Board.

Conditions of Engagement.

29. (1) Except with the prior approval of the Board given for special reasons, an Architect shall only enter into an agreement for architectural consultancy services according to –

- (a) the Architects (Scale of Minimum Fees) Rules 2010 [*P.U. (A) 53/2010*];
- (b) the Conditions of Engagement in Part One of the Third Schedule; and
- (c) the Memorandum of Agreement in:
 - (i) Form A, Part One of the Fourth Schedule; or
 - (ii) Form B, Part One of the Fourth Schedule

(3) Except with the prior approval of the Board given for special reasons, a Building Draughtsman shall only enter into an agreement for his services according to the Conditions of Engagement in Part Two of the Third Schedule and the Memorandum of Agreement in Part Three of the Fourth Schedule.

(4) Except with the prior approval of the Board given for special reasons, an Interior Designer shall only enter into an agreement for his services according to the Conditions of Engagement in Part Three of the Third Schedule and the Memorandum of Agreement on Part Two of the Fourth Schedule.

PA R T V
REGISTRATION OF
ARCHITECTURAL CONSULTANCY PRACTICE

Application and fee.

30. (1) A sole proprietorship, partnership or body corporate desirous of being registered as an architectural consultancy practice under section 7A or 7B of the Act shall submit an application to the Board in the manner to be determined by the Board.

(2) Every application for registration shall be accompanied with -

- (a) the processing fee as prescribed in Part Two of the First Schedule, which is not refundable; and
- (b) the registration fee as prescribed in Part Two of the First Schedule, which shall be refunded to the applicant who is unsuccessful in its application.

Board of Directors of Body Corporate Registered as Architectural Consultancy Practice.

30A. (1) A board of directors of a body corporate registered as an architectural consultancy practice under subparagraph 7A(3)(c) of the Act shall comprise—

(a) at least two third of its members are Architects and the remaining members of the board of directors may be any persons; and

(b) at least one person referred to under subparagraph 7A(3)(c)(iv) of the Act.

(2) Notwithstanding subrule (1), only the director who is an Architect may make any decision relating to architectural consultancy services.

(3) In the case of a body corporate registered as an architectural consultancy practice having a single director, the director shall be an Architect.

Paid-up Capital and Shareholding of Body Corporate Registered as Architectural Consultancy Practice.

30B. A body corporate registered as an architectural consultancy practice under paragraph 7A(3)(c) of the Act shall have—

(a) a minimum paid-up capital of fifty thousand ringgit;
and

(b) at least seventy percent of its share equity held by Architects and the remaining share equity may be held by —

- (i) any person;
- (ii) any body corporate; or
- (iii) any person and any body corporate

Certificate of registration.

31. When the application made under rule 30 is approved by the Board, the Board shall issue a certificate of registration to the applicant in Form F, G or H, as the case may be. *in the forms as may be determined by the Board*

Renewal of certificate of registration.

32. (1) Every architectural consultancy practice desirous of renewing the certificate of registration issued pursuant to rule 31 shall submit to the Board a written application for renewal on or

before 31 January of the year following the year of the expiration of the certificate of registration, and such application shall be accompanied with the renewal fee as prescribed in Part Two of the First Schedule.

(2) On receipt of such application for renewal and the prescribed renewal fee, the Board shall issue to the architectural consultancy practice a certificate of registration in Form F, G or H, as the case may be. *in the forms as may be determined by the Board*

Reinstatement fee.

32A. (1) Any architectural consultancy practice whose name has been removed from the Register pursuant to paragraph 16(b) of the Act for failure to renew its registration shall within five years of such removal, when notifying the Registrar of its desire to be reinstated pursuant to subsection 17(2) of the Act, in writing state the particulars of its practice as on the date of its notification to the Registrar.

(2) Every notification under subrule (1) shall be accompanied with the reinstatement fee as prescribed in Part Two of the First Schedule.

P A R T V A
REGISTRATION OF
INTERIOR DESIGN CONSULTANCY PRACTICE

Application and fee.

32B. (1) A sole proprietorship, partnership or body corporate desirous of being registered as an interior design consultancy practice under section 27E of the Act shall submit an application to the Board in the manner to be determined by the Board.

(2) Every application for registration shall be accompanied with -

- (a) the processing fee as prescribed in Part Two of the First Schedule, which is not refundable; and
- (b) the registration fee as prescribed in Part Two of the First Schedule, which shall be refunded to the applicant who is unsuccessful in its application.

Registration of Corporate Member of the Malaysian Institute of Interior Designers.

32BA. (1) A Corporate Member of the Malaysian Institute of Interior Designers under paragraph 27D(3)(b) of the Act shall be entitled on application to be registered as an Interior Designer if he—

- (a) holds the qualification recognized by the Board;
- (b) is registered with the Board as a Graduate Interior Designer; and
- (c) has obtained the practical experience and passed the examination as may be determined by the Board.

Certificate of registration.

32C. When the application made for registration of interior design consultancy practice under rule 32B is approved by the Board, the Board shall issue a certificate of registration to the applicant in Form I or J, as the case may be. *in the forms as may be determined by the Board*

Renewal of certificate of registration.

32D. (1) Every interior design consultancy practice desirous of renewing the certificate of registration issued pursuant to rule 32C shall submit to the Board a written application for renewal on or before 31 January of the year following the year of the expiration of the certificate of registration, and such application shall be accompanied with the renewal fee as prescribed in Part Two of the First Schedule.

(2) On receipt of such application for renewal and the prescribed renewal fee, the Board shall issue to the interior design consultancy practice a certificate of registration in Form I or J, as the case may be. *in the forms as may be determined by the Board*

Reinstatement fee.

32E. (1) Any interior design consultancy practice whose name has been removed from the Register pursuant to paragraph 27H(b) of the Act for failure to renew its registration shall within five years of such removal, when notifying the Registrar of its desire to be reinstated pursuant to subsection 27I(2) of the Act, in writing state the particulars of its practice as on the date of its notification to the Registrar.

(2) Every notification under subrule (1) shall be accompanied with the reinstatement fee as prescribed in Part Two of the First Schedule.

PART VI GENERAL

Revocation

P.U.(A) 306/73.

33. The Architects Rules 1973, hereinafter referred to as “the Rules” is revoked.

Savings.

34. (1) All acts, orders, directions, approvals or decision done, made or given under the Rules shall be deemed to have been done, made or given under these Rules and shall continue to remain in full force and effect, in relation to the persons to whom they apply until amended by the Act or new rules made thereunder.

(2) Any registration done or any certificate issued under the Rules shall remain valid until its expiry, suspension or cancellation, as the case may be.

FIRST SCHEDULE

(Deleted)

PART TWO

[Rules 20, 22, 24, 25, 30, 32, 32A, 32B, 32D and 32E]

FEES FOR REGISTRATION, RENEWAL AND REINSTATEMENT OF REGISTRATION, AND ADDITION OR VARIATION OF APPROVED AREAS OF OPERATION

Item	Particulars of applicant	Processing Fee (RM) (rule 20, subrule 30(2) and subrule 32B(2))	Registration Fee (RM) (rule 20, subrule 30(2) and subrule 32B(2))	Renewal Fee (RM) (rule 22, subrule 32(1) and subrule 32D(1))	Reinstatement Fee (RM) (subrules 24(2), 32A(2) and 32E(2))	Fee for addition/variation of approved areas of operation (RM) (rule 25)
1.	Graduate Architect	100.00	100.00	75.00	100.00	Not applicable
2.	Architect	100.00	500.00	300.00	500.00	Not applicable
3.	Building Draughtsman	100.00	NA	200.00	200.00	30.00 <i>(for each approved area of operation)</i>
4.	Interior Designer	100.00	400.00	250.00	400.00	Not applicable
5.	Graduate Interior Designer	100.00	100.00	75.00	100.00	Not applicable
6.	Foreign architect	100.00	1500.00	1200.00	1500.00	Not applicable

Item	Particulars of applicant	Processing Fee (RM) (rule 20, subrule 30(2) and subrule 32B(2))	Registration Fee (RM) (rule 20, subrule 30(2) and subrule 32B(2))	Renewal Fee (RM) (rule 22, subrule 32(1) and subrule 32D(1))	Reinstatement Fee (RM) (subrules 24(2), 32A(2) and 32E(2))	Fee for addition/variation of approved areas of operation (RM) (rule 25)
7.	Inspector of Works	100.00	300.00	200.00	300.00	Not applicable
8.	Architectural Technologist	100.00	300.00	200.00	300.00	Not applicable
9.	Architectural consultancy practice:					
	(a) Body Corporate	100.00	1200.00	1000.00	1200.00	Not applicable
	(b) Partnership	100.00	1200.00	1000.00	1200.00	Not applicable
	(c) Sole Proprietorship	100.00	750.00	500.00	750.00	Not applicable
10	Interior Design consultancy practice :					
	(a) Body Corporate	100.00	750.00	750.00	750.00	Not applicable
	(b) Partnership	100.00	750.00	750.00	750.00	Not applicable
	(c) Sole Proprietorship	100.00	450.00	450.00	450.00	Not applicable

SECOND SCHEDULE

[Rule 28]

PART ONE

CODE OF CONDUCT FOR ARCHITECTS

[Subrule 28(1)]

Objective of Code.

1. The objective of the Code of Conduct is to promote the standard of professional conduct and self discipline required of Architects in the interest of the public.

Compliance with Acts and rules.

2. (1) An Architect shall prior to commencing an architectural consultancy practice submit to the Board the proposed name of the architectural consultancy practice to obtain the approval of the Board.

(2) An Architect shall not establish a branch office unless it is operated in accordance with the guidelines or circulars issued by the Board.

(3) All letterheads shall list only the names of the sole proprietor, partners or directors of the sole proprietorship, partnership or body corporate, respectively, with their respective qualifications and designation.

(4) An Architect may be permitted to insert any announcements or felicitations in the press that are in accordance with the guidelines or circulars issued by the Board.

(5) An Architect may use calling cards that shall contain accurate particulars concerning his qualification and designation.

(6) An Architect may –

- (a) with the consent of the Board, place a signboard in a building indicating that he or his architectural consultancy practice is the Architect or architectural consultancy practice that provided architectural consultancy services in respect of the building;
- (b) exhibit a signboard containing the name of his architectural consultancy practice outside his office or branch offices, if any; or
- (c) exhibit his name or the name of his architectural consultancy practice on a signboard in relation to the construction, alteration or extension of a project, where architectural consultancy services in respect of that project are currently being provided by him or his architectural consultancy practice,

provided that all the statutory requirements in relation to signboards have been complied with and the signboard is in accordance with the guidelines or circulars issued by the Board.

(7) An Architect shall only participate in architectural competitions conducted or approved by the Board and in accordance with the guidelines or circulars issued by the Board.

Faithful discharge of duties and obligations.

3. (1) An Architect shall maintain a professional standard of service and competence in areas relevant to his professional work by continually upgrading his professional knowledge and skill.

(2) An Architect shall ensure that his employees are competent and adequately supervised to perform the task to the standard normally expected and accepted by the profession, and shall not by misrepresentation, fraud or deceit undermine the confidence of persons dealing with the Architect or his employees.

(3) An Architect shall administer the building contract competently and responsibly and shall be impartial in any dispute that may arise between the client and the building contractor.

(4) An Architect shall only undertake architectural consultancy services where he can ensure that he possesses adequate knowledge, abilities and resources to fulfill his commitments to his client in every respect.

(5) An Architect shall exercise a reasonable standard of skill and diligence normally expected and accepted by his profession in respect of but not limited to the following :

- (a) all forms of certification;
- (b) contract administration;
- (c) site supervision; and
- (d) compliance of statutory requirements.

(6) An Architect shall prior to commencing architectural consultancy services, notify the client in writing of the conditions of engagement and the scale of professional fees and charges, including the method of calculating the fees, in respect of the following :

- (a) scope of work;
- (b) allocation of responsibilities;
- (c) limitation of responsibilities, if any; and
- (d) termination of architectural consultancy services,

and shall, within sixty days from the date the notification is duly served on the client, obtain the client's agreement in writing regarding the conditions of engagement and the scale of professional fees and charges.

(7) Notwithstanding subparagraph (6), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (6) but the client agrees by his conduct to the conditions of engagement and the scale of professional fees and charges, the client shall for the purposes of subparagraph (6) be considered to have agreed to such conditions of engagement and scale of professional fees and charges.

(8) An Architect shall not certify, affix or put his signature to drawings, plans or specifications which are not prepared by him, his employees or persons under his supervision for the purpose of obtaining the approval from the relevant Authority.

Professional integrity.

4. (1) An Architect, while practising his profession, shall not –
- (a) carry on or engage in any trade or business which is inconsistent with the fitting and proper discharge of his professional duties; or
 - (b) hold, assume or consciously accept a position in any trade or business in which his interest is in conflict with his professional duty,

unless he has declared his interest to his clients in writing.

(2) An Architect shall not serve as an arbitrator if he is also the developer or the builder for the contract.

(3) An Architect may act as a turnkey operator or package deal contractor, provided that in carrying out such activities he does not contravene this Code.

(4) An Architect shall not endorse any material, component, services or product relating to the construction industry by the use of comparative statements.

(5) An Architect shall not make misleading, deceptive or false statements or claims about his professional qualifications, experience or performance and shall accurately state the scope and nature of his responsibilities in connection with work for which he is claiming credit.

(6) An Architect may publish or consent to the publication of –

- (a) illustrations, articles or any other media of presentation of any project for which he has been

responsible, whether individually or in collaboration with others; or

- (b) any subject for which he, either individually or in collaboration with others, had written in the form of an article, circular, brochure, book or any other media of presentation,

provided that such illustration, article, circular, brochure, book or any other media of presentation of the project or subject is factual, relevant, not misleading or unfair to others.

(7) An Architect may advertise his professional services by any public means, where such advertisement is in accordance with the guidelines or circulars issued by the Board.

(8) For all matters specified in subparagraphs (6) and (7), the publication or any other permitted advertisement of such matters shall not contain any comparative or superlative description of the Architect or his architectural consultancy practice.

(9) An Architect may advertise for the invitation of tenders concerning a project, a professional appointment or the change of the particulars of the architectural consultancy practice, where such advertisement is in accordance with the guidelines or circulars issued by the Board.

(10) An Architect may participate in forum or be interviewed by the media in a manner not otherwise prohibited by this Code, where the object of such forum or interview is to promote interest in architecture, the profession or the built-environment.

(11) An Architect shall observe the confidentiality of his client's affairs and shall not disclose confidential information

without the prior written consent of the client, unless ordered by the court or other lawful authority.

(12) An Architect shall not give or offer remuneration or other inducements for the introduction of a client or work.

(13) An Architect shall not accept any discount, gift, commission or any form of inducement from contractors, tradesmen or suppliers in connection with the works and duties entrusted to him and shall not permit his employees to receive such discount, gift, commission or inducement.

(14) An Architect shall not permit the insertion of any clause in tenders, bills of quantities or other contract documents which provides for payments to be made to him by the contractor whatever may be the consideration, unless it is in accordance with the guidelines or circulars issued by the Board and with the full knowledge of his client.

(15) An Architect if appointed as a member of a governmental or statutory body with the power to approve development applications, shall, if he has any interest in such applications declare his interest and shall not take part in the decision making process of such development applications in which he or his architectural consultancy practice is directly or indirectly involved.

(16) An Architect shall not fail to disclose to his clients, owners or contractors significant circumstances known to him that could be construed as creating a conflict of interest and shall ensure that such conflict does not compromise legitimate interests of such persons or interfere with the Professional Architect's duty to render impartial judgement of contract performance by others.

(17) The professional services of an Architect who carries on business as an architectural consultancy practice shall be remunerated solely by fees payable by his client. The services of an Architect in employment shall be paid by salary and other benefits agreed with his employer and he shall be debarred from any other source of remuneration in connection with such services rendered.

Respect for the legitimate rights and interests of others.

5. (1) An Architect shall not attempt to supplant another person registered under this Act who has already been engaged by a client nor shall he compete with another person registered under this Act to secure a commission by a reduction of fees or otherwise.

(1A) An Architect on being approached or instructed to proceed with professional work for which he knows or can ascertain by making reasonable enquiries that another Architect has been engaged shall, before proceeding with such work, communicate in writing with the other Architect and obtain a letter of release from him or obtain such letter through his prospective client, provided that this requirement may be waived at the discretion of the Board.

(2) An Architect may be paid professional fees for providing an independent opinion on the works of another Architect, provided that the client engages him for that purpose and that he assumes responsibility for such opinion.

(3) Nothing in this Code shall prohibit an Architect who is a director of a registered corporation from receiving remuneration for services as a director.

(4) An Architect shall at all times act honourably towards other persons registered under this Act.

PART TWO

**CODE OF CONDUCT FOR
BUILDING DRAUGHTSMEN**
[Subrule 28(3)]

Objectives of Code.

1. The objective of the Code of Conduct is to promote the standard of conduct and self discipline required of Building Draughtsmen in the interest of the public.

Compliance with Acts and rules.

2. (1) A Building Draughtsman shall prior to commencing a practice submit to the Board the proposed name of the practice to obtain the approval of the Board.

(2) A Building Draughtsman shall not establish a branch office unless it is operated in accordance with the guidelines or circulars issued by the Board.

(3) All letterheads shall list only the names of the sole proprietor or partners with their respective qualifications and designation.

(4) A Building Draughtsman may be permitted to insert any announcements or felicitations in the press that are in accordance with the guidelines or circulars issued by the Board.

(5) A Building Draughtsman may use calling cards that shall contain accurate particulars concerning his qualification and designation.

(6) A Building Draughtsman may –

- (a) exhibit a signboard containing the name of his practice outside his office or branch offices, if any; or
- (b) exhibit his name or the name of his practice on a signboard in relation to the construction, alteration or extension of a project, where services in respect of the project are currently being provided by him or his practice,

provided that all the statutory requirements in relation to signboards have been complied with and the signboard is in accordance with the guidelines or circulars issued by the Board.

Faithful discharge of duties and obligations.

3. (1) A Building Draughtsman shall maintain a standard of service and competence in areas relevant to his work by continually upgrading his knowledge and skill.

(2) A Building Draughtsman shall ensure that his employees are competent and adequately supervised to perform the task to the standard normally expected and accepted by the profession, and shall not by misrepresentation, fraud or deceit undermine the confidence of persons dealing with the Building Draughtsman or his employees.

(3) A Building Draughtsman shall administer the building contract competently and responsibly and shall be impartial in any dispute that may arise between the client and the building contractor.

(4) A Building Draughtsman shall only undertake services where he can ensure that he possesses adequate knowledge, abilities and resources to fulfill his commitments to his client in every respect.

(5) A Building Draughtsman shall exercise a reasonable standard of skill and diligence normally expected and accepted by his profession in respect of but not limited to the following :

- (a) all forms of certification;
- (b) contract administration;
- (c) site supervision; and
- (d) compliance of statutory requirements.

(6) A Building Draughtsman shall prior to commencing services, notify the client in writing of the conditions of engagement, fees and charges, including the method of calculating the fees, in respect of the following :

- (a) scope of work;
- (b) allocation of responsibilities;
- (c) limitation of responsibilities, if any; and
- (d) termination of services,

and shall, within sixty days from the date the notification is duly served on the client, obtain the client's agreement in writing regarding the conditions of engagement, fees and charges.

(7) Notwithstanding subparagraph (6), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (6) but the client agrees by conduct to the conditions of engagement, fees and charges, the client shall for the purposes of subparagraph (6) be considered to have agreed to such conditions of engagement, fees and charges.

(8) A Building Draughtsman shall not certify, affix or put his signature to drawings, plans or specifications which are not prepared by him, his employees or persons under his supervision for the purpose of obtaining the approval from the relevant Authority.

Integrity.

4. (1) A Building Draughtsman shall not, while practising his profession, carry on or engage in any trade or business which is inconsistent with the fitting and proper discharge of his duties, and he must not hold, assume or consciously accept a position in such trade or business in which his interest is in conflict with his duty.

(2) A Building Draughtsman shall not endorse any material, component, services or product relating to the construction industry by the use of comparative statements.

(3) A Building Draughtsman shall not make misleading, deceptive or false statements or claims about his qualifications, experience or performance and shall accurately state the scope and nature of his responsibilities in connection with work for which he is claiming credit.

(4) A Building Draughtsman may publish or consent to the publication of -

- (a) illustrations, articles or any other media of presentation of any project for which he has been responsible, whether individually or in collaboration with others; or
- (b) any subject for which he, either individually or in collaboration with others, had written in the form of an article, circular, brochure, book or any other media of presentation,

provided that such illustration, article, circular, brochure, book or any other media of presentation of the project or subject is factual, relevant, not misleading or unfair to others.

(5) A Building Draughtsman may advertise his services by any public means, where such advertisement is in accordance with the guidelines or circulars issued by the Board.

(6) For all matters specified in subparagraphs (4) and (5), the publication or any other permitted advertisement of such matters shall not contain any comparative or superlative description of the Building Draughtsman or his practice.

(7) A Building Draughtsman may advertise for the invitation of tenders concerning a project, an appointment or the change of particulars of his practice, where such advertisement is in accordance with the guidelines or circulars issued by the Board.

(8) A Building Draughtsman may participate in a forum or be interviewed by the media in a manner not otherwise prohibited by this Code, where the object of such forum or interview is to promote interest in architecture, the profession or the built-environment.

(9) A Building Draughtsman shall observe the confidentiality of his client's affairs and shall not disclose confidential information without the prior written consent of the client, unless ordered by the court or other lawful authority.

(10) A Building Draughtsman shall not give or offer remuneration or other inducements for the introduction of a client or work.

(11) A Building Draughtsman shall not accept any discount, gift, commission or any form of inducement from

contractors, tradesmen or suppliers in connection with the works and duties entrusted to him and shall not permit his employees to receive such discount, gift, commission or inducement.

(12) A Building Draughtsman shall not permit the insertion of any clause in tenders, bills of quantities or other contract documents which provides for payments to be made to him by the contractor whatever may be the consideration, unless it is in accordance with guidelines or circulars issued by the Board and with the full knowledge of his client.

(13) A Building Draughtsman if appointed as a member of a governmental or statutory body with the power to approve development applications, shall, if he has any interest in such applications declare his interest and shall not take part in the decision making process of such development applications in which he or his practice is directly or indirectly involved.

(14) A Building Draughtsman shall not fail to disclose to his clients, owners or contractors significant circumstances known to him that could be construed as creating a conflict of interest and shall ensure that such conflict does not compromise legitimate interests of such persons or interfere with the Building Draughtsman's duty to render impartial judgement of contract performance by others.

(15) The services of a Building Draughtsman who carries on business as a building draughtsman shall be remunerated solely by fees payable by his client.

Respect for the legitimate rights and interests of others.

5. (1) A Building Draughtsman shall not attempt to supplant another person registered under this Act who has already been engaged by a client nor shall he compete with another person registered under this Act to secure a commission by a reduction of fees or otherwise.

(1A) A Building Draughtsman on being approached or instructed to proceed with work for which he knows or can ascertain by making reasonable enquiries that another person registered under this Act has been engaged shall, before proceeding with such work, communicate in writing with the person and obtain a letter of release from him or obtain such letter through his prospective client, provided that this requirement may be waived at the discretion of the Board.

(2) A Building Draughtsman may be paid fees for providing an independent opinion on the works of another Building Draughtsman, provided that the client engages him for that purpose and that he assumes responsibility for such opinion.

(3) Nothing in this Code shall prohibit a Building Draughtsman who is a director of a registered corporation from receiving remuneration for services as a director.

(4) A Building Draughtsman shall at all times act honourably towards other persons registered under this Act.

PART THREE

CODE OF CONDUCT FOR INTERIOR DESIGNERS

[Subrule 28(4)]

Objectives of Code.

1. The objective of the Code of Conduct is to promote the standard of professional conduct and self discipline required of Interior Designers in the interest of the public.

Compliance with Acts and rules.

2. (1) An Interior Designer shall prior to commencing an interior design consultancy practice submit to the Board the proposed name of the interior design consultancy practice to obtain the approval of the Board.

(2) An Interior Designer shall not establish a branch office unless it is operated in accordance with the guidelines or circulars issued by the Board.

(3) All letterheads shall list only the names of the sole proprietor, partners or directors with their respective qualifications and designation.

(4) An Interior Designer may be permitted to insert any announcements or felicitations in the press that are in accordance with the guidelines or circulars issued by the Board.

(5) An Interior Designer may use calling cards that shall contain accurate particulars concerning his qualification and designation.

(6) An Interior Designer may –

- (a) exhibit a signboard containing the name of his practice outside his office or branch offices, if any; or
- (b) exhibit his name or the name of his practice on a signboard, where interior design consultancy services in respect of the project are currently being provided by him or his practice,

provided that all the statutory requirements in relation to signboards have been complied with and the signboard is in accordance with the guidelines or circulars issued by the Board.

Faithful discharge of duties and obligations.

3. (1) An Interior Designer shall maintain a standard of service and competence in areas relevant to his work by continually upgrading his knowledge and skill.

(2) An Interior Designer shall ensure that his employees are competent and adequately supervised to perform the task to the standard normally expected and accepted by the profession, and shall not by misrepresentation, fraud or deceit undermine the confidence of persons dealing with the Interior Designer or his employees.

(3) An Interior Designer shall administer the interior design contract competently and responsibly and shall be impartial in any dispute that may arise between the client and the building contractor.

(4) An Interior Designer shall only undertake services where he can ensure that he possesses adequate knowledge, abilities and resources to fulfill his commitments to his client in every respect.

(5) An Interior Designer shall exercise a reasonable standard of skill and diligence normally expected and accepted by his profession in respect of but not limited to the following :

- (a) all forms of certification;
- (b) contract administration;
- (c) site supervision; and
- (d) compliance of statutory requirements.

(6) An Interior Designer shall prior to commencing services, notify the client in writing of the conditions of engagement, fees and charges, including the method of calculating the fees, in respect of the following :

- (a) scope of work;
- (b) allocation of responsibilities;
- (c) limitation of responsibilities, if any; and
- (d) termination of services,

and shall, within sixty days from the date the notification is duly served on the client, obtain the client's agreement in writing regarding the conditions of engagement, fees and charges.

(7) Notwithstanding subparagraph (6), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (6) but the client agrees by conduct to the conditions of engagement, fees and charges, the client shall for the purposes of subparagraph (6) be considered to have agreed to such conditions of engagement, fees and charges.

(8) An Interior Designer shall, in the course of providing his services ensure that he does not contravene all Acts and Regulations pertaining to the public safety.

Integrity.

4. (1) An Interior Designer shall not, while practising his profession, carry on or engage in any trade or business which is inconsistent with the fitting and proper discharge of his duties, and he must not hold, assume or consciously accept a position in such trade or business in which his interest is in conflict with his duty.

(2) An Interior Designer shall not endorse any material, component, services or product relating to the construction industry by the use of comparative statements.

(3) An Interior Designer shall not make misleading, deceptive or false statements or claims about his qualifications, experience or performance and shall accurately state the scope and nature of his responsibilities in connection with work for which he is claiming credit.

(4) An Interior Designer may publish or consent to the publication of -

- (a) illustrations, articles or any other media of presentation of any project for which he has been responsible, whether individually or in collaboration with others; or
- (b) any subject for which he, either individually or in collaboration with others, had written in the form of an article, circular, brochure, book or any other media of presentation,

provided that such illustration, article, circular, brochure, book or any other media of presentation of the project or subject is factual, relevant, not misleading or unfair to others.

(5) An Interior Designer may advertise his services by any public means, where such advertisement is in accordance with the guidelines or circulars issued by the Board.

(6) For all matters specified in subparagraphs (4) and (5), the publication or any other permitted advertisement of such matters shall not contain any comparative or superlative description of the Interior Designer or his practice.

(7) An Interior Designer may advertise for the invitation of tenders concerning a project, an appointment or the change of particulars of his practice, where such advertisement is in accordance with the guidelines or circulars issued by the Board.

(8) An Interior Designer may participate in a forum or be interviewed by the media in a manner not otherwise prohibited by this Code, where the object of such forum or interview is to promote interest in interior design, the profession or the built-environment.

(9) An Interior Designer shall observe the confidentiality of his client's affairs and shall not disclose confidential information without the prior written consent of the client, unless ordered by the court or other lawful authority.

(10) An Interior Designer shall not give or offer remuneration or other inducements for the introduction of a client or work.

(11) An Interior Designer shall not accept any discount, gift, commission or any form of inducement from contractors, tradesmen or suppliers in connection with the works and duties

entrusted to him and shall not permit his employees to receive such discount, gift, commission or inducement.

(12) An Interior Designer shall not permit the insertion of any clause in tenders, bills of quantities or other contract documents which provides for payments to be made to him by the contractor whatever may be the consideration, unless it is in accordance with guidelines or circulars issued by the Board and with the full knowledge of his client.

(13) An Interior Designer if appointed as a member of a governmental or statutory body with the power to approve development applications, shall, if he has any interest in such applications declare his interest and shall not take part in the decision making process of such development applications in which he or his practice is directly or indirectly involved.

(14) An Interior Designer shall not fail to disclose to his clients, owners or contractors significant circumstances known to him that could be construed as creating a conflict of interest and shall ensure that such conflict does not compromise legitimate interests of such persons or interfere with the Interior Designer's duty to render impartial judgement of contract performance by others.

(15) The services of an Interior Designer who carries on business as an Interior Designer shall be remunerated solely by fees payable by his client.

(16) The services of an Interior Designer in employment shall be paid by salary and other benefits agreed with his employer, and he shall be debarred from any other source of remuneration in connection with such services rendered.

Respect for the legitimate rights and interests of others.

5. (1) An Interior Designer shall not attempt to supplant another person registered under this Act who has already been engaged by a client nor shall he compete with another person registered under this Act to secure a commission by a reduction of fees or otherwise.

(2) An Interior Designer being approached or instructed to proceed with work for which he knows or can ascertain by making reasonable enquiries that another person registered under this Act has been engaged shall, before proceeding with such work, communicate in writing with the person and obtain a letter of release from him or obtain such letter through his prospective client, provided that this requirement may be waived at the discretion of the Board.

(3) Nothing in this Code shall prohibit an Interior Designer who is a director of a registered corporation from receiving remuneration for services as a director.

(4) An Interior Designer shall at all times act honourably towards other persons registered under this Act.

THIRD SCHEDULE

[Rule 29]

PART ONE

CONDITIONS OF ENGAGEMENT OF AN ARCHITECT

[Subrule 29(1)]

Architect who carries on business as an architectural consultancy practice.

1. (1) An Architect who carries on business as an architectural consultancy practice shall provide architectural consultancy services as described in the scope of services incorporated in the Memorandum of Agreement between the Architect and the client.

(2) The architectural consultancy services provided by the Architect shall be in accordance with the Architects (Scale of Minimum Fees) Rules 2010

(3) The Architect shall be remunerated solely by fees payable by the client for architectural consultancy services provided by him.

Engagement of consultants by client.

2. An Architect shall advise the client on the need for other consultants to be engaged for any part of the project and unless otherwise agreed upon, the consultants shall be engaged and paid by the client.

Engagement of consultants by Architect.

3. An Architect may be required to engage his own consultants and if the engagement is approved by the client, the fees which

would have been payable to such consultants if they were separately engaged shall be paid through the Architect.

Coordination of consultants' works.

4. An Architect shall instruct the consultants and coordinate the consultants' works where required, whether the consultants are engaged pursuant to paragraph 2 or 3.

Architect not liable for acts *etc.* of consultants engaged by client.

5. Where consultants are engaged by the client for any part of the project pursuant to paragraph 2, the Architect shall not be liable for their performance, acts or omissions.

Architect responsible for acts *etc.* of consultants engaged by him.

6. Where consultants are engaged for any part of the project pursuant to paragraph 3, the Architect shall be primarily responsible for their performance, acts or omissions.

Client's agreement.

7. (1) An Architect shall obtain the written agreement of the client in respect of his remuneration for architectural consultancy services to be provided by him pursuant to subparagraph 1(1) within sixty days from the date the notification regarding such remuneration is duly served on the client.

(2) Notwithstanding subparagraph (1), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (1) but the client agrees by his conduct to the conditions of engagement and the scale of professional fees and charges, the client shall for the purposes of subparagraph (1) be considered to have agreed to such

conditions of engagement and scale of professional fees and charges.

Instructions or variation orders.

8. An Architect shall not issue instructions or variation orders including changes in the design, without the prior approval of the client, unless -

- (a) such instructions or variation orders are statutory requirements or necessitated for safety reasons;
- (b) the client is informed in writing of the action taken as soon as practicable; and
- (c) the amount in respect of the variation works is within an amount that has been pre-agreed between the client and the Architect and is specified in the Memorandum of Agreement or any amendments to such agreement.

Inspection of works.

9. An Architect shall inspect the works at periodic intervals as required under paragraph 5(4)(iv) of Part II of the Architects (Scale of Minimum Fee) Rules 2010 and where more frequent or constant inspection is considered by the Architect to be necessary, the Architect -

- (a) may recommend to the client the employment of ainspector of works, resident Architect or other personnel, where the cost of employing such person shall be borne by the client; or
- (b) may, if the client agrees, second to the works personnel under the Architect's employment, where the Architect shall be reimbursed on the basis of time costs multiplied by a multiplier as agreed between him and the client.

Estimates of costs and time.

10. An Architect shall estimate the costs and the time for the project to be completed and shall keep the client informed of any material changes in such estimates of costs and time.

Client to provide all information.

11. The client shall provide the Architect with all the necessary information on his requirements for the project to enable the Architect to proceed with his work, including particulars concerning the survey and land title of the site, existing structures and features of the site, sub-surface conditions and adjoining sites, unless such particulars are agreed to be provided by the Architect under the Memorandum of Agreement.

Client's authorised representative.

12. The client shall designate, if necessary, a person authorised to act on his behalf in respect of the project.

Instructions to contractor.

13. The client shall only issue instructions to the building contractor through the Architect in respect of works for the project.

Client to give prompt decisions.

14. The client shall give decisions within a reasonable time on matters submitted by the Architect so as not to delay the Architect's work.

Client to pay submission fees and charges for approval.

15. The client shall pay all fees or charges in connection with submissions for approval for town planning, conversions of land title, building or other statutory approvals required by the

relevant authorities and shall do so within a reasonable time so as not to delay the progress of the project.

Suspension of architectural consultancy practices.

16. (1) The Architect shall, in the event the client fails to pay the fees claimed within the period stipulated in the Memorandum of Agreement, be entitled to suspend his services not amounting to a termination, where the suspension commences upon the Architect having duly served a written notice of suspension on the client.

(2) The suspension under subparagraph (1) shall remain in force until the fees are paid or settled, or in the event of a dispute, until the matter is referred for resolution as provided for in paragraph 23 or 24.

Termination of engagement.

17. (1) The Memorandum of Agreement between the Architect and the client may be terminated at any time by either party serving upon the other party a written notice of termination, where such termination shall take effect after a period of sixty days from the date of the written notice, or such shorter period as may be agreed upon between the Architect and the client.

(2) Notwithstanding the service of the notice of termination under subparagraph (1), the Architect shall continue to provide architectural consultancy services until the date of termination of the Memorandum of Agreement.

Architect to submit accounts.

18. The Architect shall submit his accounts to the client for the balance of fees due together with any other outstanding claims for reimbursable charges not later than thirty days from the date of termination of the Memorandum of Agreement.

Appointment of another Architect.

19. In the event that the Memorandum of Agreement between the Architect and the client is terminated for a reason not due to the fault of either party, the Architect shall, subject to the rights of either party in respect of antecedent breaches of the Memorandum of Agreement between the two parties, charge the balance of fees for architectural consultancy services rendered up to the stage of termination together with all reimbursable charges, and after the full settlement of all fees and charges due from the client, the Architect shall issue a letter of release to the client and the client shall be entitled to appoint another Architect to continue with the project provided that the requirement of a letter of release may be waived at the discretion of the Board.

Copyright in respect of works executed by the Architect. Act 332.

20. Pursuant to section 14 of the Copyrights Act 1987, copyright in all documents and drawings prepared by the Architect, including any works executed from such documents and drawings, shall remain the property of the Architect, unless otherwise transferred to the client upon such terms and consideration as may be agreed between the Architect and the client.

Entitlement to documents.

21. (1) Where the Architect has rendered architectural consultancy services up to and including the Contract Documentation Phase and has received his due fees, the client shall be entitled to reproduce the design for the purpose of implementing the project provided that the project is on the site on which the design was originally prepared.

(2) The entitlement to utilise the original design as stipulated in subparagraph (1) shall be applicable to the

maintenance, repair, renewal, reinstatement or modification of the project.

Delivery of documents upon termination.

22. Upon the termination of the Memorandum of Agreement between the Architect and the client and the full settlement of all dues or upon the receipt of an acceptable guarantee of payment, the Architect shall deliver to the client copies of drawings, specifications and other documents relating to the project that are in the possession of the Architect.

Mediation.

23. (1) In the event of any dispute between the Architect and the client, whether arising during or after the rendering of architectural consultancy services under the Memorandum of Agreement, the parties may refer their dispute for mediation in accordance with the guidelines or circulars issued by the Board.

(2) Prior reference of the dispute to mediation under subparagraph (1) shall not be a condition precedent for its reference to arbitration by either the Architect or the client, nor shall any of their rights to refer the dispute to arbitration under paragraph 24 be in any way prejudiced or affected.

Arbitration.

24. (1) In the event of any dispute between the Architect and the client, whether arising during or after the rendering of architectural consultancy services under the Memorandum of Agreement, either party shall give a notice in writing to the other party informing him of the matter in dispute and requiring its settlement.

(2) The Architect and the client shall appoint an arbitrator within fourteen days from the date of the notice.

(3) If the Architect and the client fail to appoint an arbitrator within fourteen days from the date of the notice, either party may submit a written request to the President of the Board to appoint a person to serve as an arbitrator, whose award shall be final and binding on both the Architect and the client.

Death or incapacity of an Architect.

25. (1) In the event of the death or incapacity of the Architect who is a sole proprietor, the Architect's engagement shall be regarded as terminated.

(2) The client may, on payment of all outstanding fees and other dues in respect of the engagement of the Architect, make use of all drawings and documents prepared by the Architect, provided that they are only for the purpose of implementing the project on the site on which the design was originally prepared.

PART TWO

CONDITIONS OF ENGAGEMENT OF A BUILDING DRAUGHTSMAN

[Subrule 29(2)]

Services provided by Building Draughtsman.

1. (1) A Building Draughtsman shall provide services as described in an agreement made between him and the client.

(2) The Building Draughtsman shall be remunerated solely by fees payable by the client for services provided by him.

Engagement of consultants by client.

2. A Building Draughtsman shall advise the client on the need for other consultants to be engaged for any part of the project and unless otherwise agreed upon, the consultants shall be engaged and paid by the client.

Engagement of consultants by Building Draughtsman.

3. A Building Draughtsman may be required to engage his own consultants and if the engagement is approved by the client, the fees which would have been payable to such consultants if they were separately engaged shall be paid through the Building Draughtsman.

Coordination of consultants' works.

4. A Building Draughtsman shall instruct the consultants and coordinate the consultants' works where required, whether the consultants are engaged pursuant to paragraph 2 or 3.

Building Draughtsman not liable for acts *etc.* of consultants engaged by client.

5. Where consultants are engaged by the client for any part of the project pursuant to paragraph 2, the Building Draughtsman shall not be liable for their performance, acts or omissions.

Building Draughtsman responsible for acts *etc.* of consultants engaged by him.

6. Where consultants are engaged for any part of the project pursuant to paragraph 3, the Building Draughtsman shall be primarily responsible for their performance, acts or omissions.

Client's agreement.

7. (1) A Building Draughtsman shall obtain the written agreement of the client in respect of his remuneration for services to be provided by him pursuant to subparagraph 1(1) within sixty days from the date the notification regarding such remuneration is duly served on the client.

(2) Notwithstanding subparagraph (1), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (1) but the client agrees by his conduct to the conditions of engagement, fees and charges, the client shall for the purposes of subparagraph (1) be considered to have agreed to such conditions of engagement, fees and charges.

Instructions or variation orders.

8. A Building Draughtsman shall not issue instructions or variation orders including changes in the design, without the prior approval of the client, unless-

- (a) such instructions or variation orders are statutory requirements or necessitated for safety reasons;

- (b) the client is informed in writing of the action taken as soon as practicable; and
- (c) the amount in respect of the variation works is within an amount that has been pre-agreed in writing between the client and the Building Draughtsman.

Inspection of works.

9. A Building Draughtsman shall inspect the works at periodic intervals and where more frequent or constant inspection is considered by the Building Draughtsman to be necessary, the Building Draughtsman -

- (a) may recommend to the client the employment of inspector of works, resident Building Draughtsman or other personnel, where the cost of employing such person shall be borne by the client; or
- (b) may, if the client agrees, second to the works personnel under the Building Draughtsman's employment, where the Building Draughtsman shall be reimbursed on the basis of time costs multiplied by a multiplier agreed between him and the client.

Estimates of costs and time.

10. A Building Draughtsman shall estimate the costs and the time for the project to be completed and shall keep the client informed of any material changes in such estimates of costs and time.

Client to provide all information.

11. The client shall provide the Building Draughtsman with all the necessary information on his requirements for the project to enable the Building Draughtsman to proceed with his work, including particulars concerning the survey and land title of the

site, existing structures and features of the site, sub-surface conditions and adjoining sites, unless such particulars are agreed to be provided by the Building Draughtsman under an agreement made between him and the client.

Client's authorised representative.

12. The client shall designate, if necessary, a person authorised to act on his behalf in respect of the project.

Instructions to contractor.

13. The client shall only issue instructions to the building contractor through the Building Draughtsman in respect of works for the project.

Clients to give prompt decisions.

14. The client shall give decisions within a reasonable time on matters submitted by the Building Draughtsman so as not to delay the Building Draughtsman's work.

Client to pay submission fees and charges for approval.

15. The client shall pay all fees or charges in connection with submissions for approval for town planning, conversions of land title, building or other statutory approvals required by the relevant authorities and shall do so within a reasonable time so as not to delay the progress of the project.

Suspension of services.

16. (1) The Building Draughtsman shall, in the event the client fails to pay the fees claimed within the period stipulated in an agreement made between him and the client, be entitled to suspend his services not amounting to a termination, where the suspension commences upon the Building Draughtsman having duly served a written notice of suspension on the client.

(2) The suspension under subparagraph (1) shall remain in force until the fees are paid or settled, or in the event of a dispute, until the matter is referred for resolution as provided for in paragraph 23 or 24.

Termination of engagement.

17. (1) The agreement made between the Building Draughtsman and the client may be terminated at any time by either party serving upon the other party a written notice of termination, where such termination shall take effect after a period of sixty days from the date of the written notice, or such shorter period as may be agreed upon between the Building Draughtsman and the client.

(2) Notwithstanding the service of the notice of termination under subparagraph (1), the Building Draughtsman shall continue to provide services until the date of termination of the agreement.

Building Draughtsman to submit accounts.

18. The Building Draughtsman shall submit his accounts to the client for the balance of fees due together with any other outstanding claims for reimbursable charges not later than thirty days from the date of termination of the agreement made between him and the client.

Appointment of another Building Draughtsman.

19. In the event that the agreement made between the Building Draughtsman and the client is terminated for a reason not due to the fault of either party, the Building Draughtsman shall, subject to the rights of either party in respect of antecedent breaches of the agreement between the two parties, charge the balance of fees for services rendered up to the stage of termination together with all reimbursable charges, and after the full settlement of all fees and charges due from the client, the Building Draughtsman

shall issue a letter of release to the client and the client shall be entitled to appoint another Building Draughtsman to continue with the project provided that the requirement of a letter of release may be waived at the discretion of the Board.

Copyright in respect of works executed by the Building Draughtsman.

Act 332.

20. Pursuant to section 14 of the Copyrights Act 1987, copyright in all documents and drawings prepared by the Building Draughtsman, including any works executed from such documents and drawings, shall remain the property of the Building Draughtsman, unless otherwise transferred to the client upon such terms and consideration as may be agreed between the Building Draughtsman and the client.

Entitlement to documents.

21. (1) Where the Building Draughtsman has rendered services up to and including the Contract Documentation Phase and has received his due fees, the client shall be entitled to reproduce the design for the purpose of implementing the project, provided that the project is on the site on which the design was originally prepared.

(2) The entitlement to utilise the original design as stipulated in subparagraph (1) shall be applicable to the maintenance, repair, renewal, reinstatement or modification of the project.

Delivery of documents upon termination.

22. Upon the termination of the agreement between the Building Draughtsman and the client, and the full settlement of all dues or upon the receipt of an acceptable guarantee of payment, the Building Draughtsman shall deliver to the client copies of drawings, specifications and other documents relating

to the project that are in the possession of the Building Draughtsman.

Mediation.

23. (1) In the event of any dispute between the Building Draughtsman and the client, whether arising during or after the rendering of services under an agreement made between him and the client, the parties may refer their dispute for mediation in accordance with the guidelines or circulars issued by the Board.

(2) Prior reference of the dispute to mediation under subparagraph (1) shall not be a condition precedent for its reference to arbitration by either the Building Draughtsman or the client, nor shall any of their rights to refer the dispute to arbitration under paragraph 24 be in any way prejudiced or affected.

Arbitration.

24. (1) In the event of any dispute between the Building Draughtsman and the client, whether arising during or after the rendering of services under an agreement made between the Building Draughtsman and the client, either party shall give a notice in writing to the other party informing him of the matter in dispute and requiring its settlement.

(2) The Building Draughtsman and the client shall appoint an arbitrator within fourteen days from the date of the notice.

(3) If the Building Draughtsman and the client fail to appoint an arbitrator within fourteen days from the date of the notice, either party may submit a written request to the President of the Board to appoint a person to serve as an arbitrator, whose award shall be final and binding on both the Building Draughtsman and the client.

Death or incapacity of Building Draughtsman.

25. (1) In the event of the death or incapacity of the Building Draughtsman who is a sole proprietor, the Building Draughtsman's engagement shall be regarded as terminated.

(2) The client may, on payment of all outstanding fees and other dues in respect of the engagement of the Building Draughtsman make use of all drawings and documents prepared by the Building Draughtsman, provided that they are only for the purpose of implementing the project on the site on which the design was originally prepared.

PART THREE

CONDITIONS OF ENGAGEMENT OF AN INTERIOR DESIGNER

[Subrule 29(3)]

Services provided by Interior Designer.

1. (1) An Interior Designer shall provide services as described in an agreement made between him and the client.

(2) The Interior Designer shall be remunerated solely by fees payable by the client for services provided by him.

Engagement of consultants by client.

2. An Interior Designer shall advise the client on the need for other consultants to be engaged for any part of the project and unless otherwise agreed upon, the consultants shall be engaged and paid by the client.

Engagement of consultants by Interior Designer.

3. An Interior Designer may be required to engage his own consultants and if the engagement is approved by the client, the fees which would have been payable to such consultants if they were separately engaged shall be paid through the Interior Designer.

Coordination of consultants' works.

4. An Interior Designer shall instruct the consultants and coordinate the consultants' works where required, whether the consultants are engaged pursuant to paragraph 2 or 3.

Interior Designer not liable for acts *etc.* of consultants engaged by client.

5. Where consultants are engaged by the client for any part of the project pursuant to paragraph 2, the Interior Designer shall not be liable for their performance, acts or omissions.

Interior Designer responsible for acts *etc.* of consultants engaged by him.

6. Where consultants are engaged for any part of the project pursuant to paragraph 3, the Interior Designer shall be primarily responsible for their performance, acts or omissions.

Client's agreement.

7. (1) An Interior Designer shall obtain the written agreement of the client in respect of his remuneration for services to be provided by him pursuant to subparagraph 1(1) within sixty days from the date the notification regarding such remuneration is duly served on the client.

(2) Notwithstanding subparagraph (1), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (1) but the client agrees by his conduct to the conditions of engagement, fees and charges, the client shall for the purposes of subparagraph (1) be considered to have agreed to such conditions of engagement, fees and charges.

Instructions or variation orders.

8. An Interior Designer shall not issue instructions or variation orders including changes in the design, without the prior approval of the client, unless-

- (a) such instructions or variation orders are statutory requirements or necessitated for safety reasons;

- (b) the client is informed in writing of the action taken as soon as practicable; and
- (c) the amount in respect of the variation works is within an amount that has been pre-agreed in writing between the client and the Interior Designer.

Inspection of works.

9. An Interior Designer shall inspect the works at periodic intervals and where more frequent or constant inspection is considered by the Interior Designer to be necessary, the Interior Designer -

- (a) may recommend to the client the employment of inspector of works, resident Interior Designer or other personnel, where the cost of employing such person shall be borne by the client; or
- (b) may, if the client agrees, second to the works personnel under the Interior Designer's employment, where the Interior Designer shall be reimbursed on the basis of time costs multiplied by a multiplier agreed between him and the client.

Estimates of costs and time.

10. An Interior Designer shall estimate the costs and the time for the project to be completed and shall keep the client informed of any material changes in such estimates of costs and time.

Client to provide all information.

11. The client shall provide the Interior Designer with all the necessary information on his requirements for the project to enable the Interior Designer to proceed with his work, including

particulars concerning the survey and land title of the site, existing structures and features of the site, sub-surface conditions and adjoining sites, unless such particulars are agreed to be provided by the Interior Designer under an agreement made between him and the client.

Client's authorised representative.

12. The client shall designate, if necessary, a person authorised to act on his behalf in respect of the project.

Instructions to contractor.

13. The client shall only issue instructions to the building contractor through the Interior Designer in respect of works for the project.

Clients to give prompt decisions.

14. The client shall give decisions within a reasonable time on matters submitted by the Interior Designer so as not to delay the Interior Designer's work.

Client to pay fees and charges for submissions for approval.

15. The client shall pay all fees or charges in connection with submissions for approval for town planning, conversions of land title, building or other statutory approvals required by the relevant authorities and shall do so within a reasonable time so as not to delay the progress of the project.

Suspension of services.

16. (1) The Interior Designer shall, in the event the client fails to pay the fees claimed within the period stipulated in an agreement made between him and the client, be entitled to suspend his services not amounting to a termination, where the suspension commences upon the Interior Designer having duly served a written notice of suspension on the client.

(2) The suspension under subparagraph (1) shall remain in force until the fees are paid or settled, or in the event of a dispute, until the matter is referred for resolution as provided for in paragraph 23 or 24.

Termination of engagement.

17. (1) The agreement made between the Interior Designer and the client may be terminated at any time by either party serving upon the other party a written notice of termination, where such termination shall take effect after a period of sixty days from the date of the written notice, or such shorter period as may be agreed upon between the Interior Designer and the client.

(2) Notwithstanding the service of the notice of termination under subparagraph (1), the Interior Designer shall continue to provide services until the date of termination of the agreement.

Interior Designer to submit accounts.

18. The Interior Designer shall submit his accounts to the client for the balance of fees due together with any other outstanding claims for reimbursable charges not later than thirty days from the date of termination of the agreement made between him and the client.

Appointment of another Interior Designer.

19. In the event that the agreement made between the Interior Designer and the client is terminated for a reason not due to the fault of either party, the Interior Designer shall, subject to the rights of either party in respect of antecedent breaches of the agreement between the two parties, charge the balance of fees for services rendered up to the stage of termination together with all reimbursable charges, and after the full settlement of all fees and charges due from the client, the Interior Designer shall issue a letter of release to the client and the client shall be entitled to appoint another Interior Designer to continue with the project

provided that the requirement of a letter of release may be waived at the discretion of the Board.

Copyright in respect of works executed by the Interior Designer.

20. Pursuant to section 14 of the Copyrights Act 1987, copyright in all documents and drawings prepared by the Interior Designer, including any works executed from such documents and drawings, shall remain the property of the Interior Designer, unless otherwise transferred to the client upon such terms and consideration as may be agreed between the Interior Designer and the client.

Entitlement to documents.

21. (1) Where the Interior Designer has rendered services up to and including the Contract Documentation Phase and has received his due fees, the client shall be entitled to reproduce the design for the purpose of implementing the project, provided that the project is on the site on which the design was originally prepared.

(2) The entitlement to utilise the original design as stipulated in subparagraph (1) shall be applicable to the maintenance, repair, renewal, reinstatement or modification of the project.

Delivery of documents upon termination.

22. Upon the termination of the agreement between the Interior Designer and the client, and the full settlement of all dues or upon the receipt of an acceptable guarantee of payment, the Interior Designer shall deliver to the client copies of drawings, specifications and other documents relating to the project that are in the possession of the Interior Designer.

Mediation.

23. (1) In the event of any dispute between the Interior Designer and the client, whether arising during or after the rendering of services under an agreement made between him and the client, the parties may refer their dispute for mediation in accordance with the guidelines or circulars issued by the Board.

(2) Prior reference of the dispute to mediation under subparagraph (1) shall not be a condition precedent for its reference to arbitration by either the Interior Designer or the client, nor shall any of their rights to refer the dispute to arbitration under paragraph 24 be in any way prejudiced or affected.

Arbitration.

24. (1) In the event of any dispute between the Interior Designer and the client, whether arising during or after the rendering of services under an agreement made between the Interior Designer and the client, either party shall give a notice in writing to the other party informing him of the matter in dispute and requiring its settlement.

(2) The Interior Designer and the client shall appoint an arbitrator within fourteen days from the date of the notice.

(3) If the Interior Designer and the client fail to appoint an arbitrator within fourteen days from the date of the notice, either party may submit a written request to the President of the Board to appoint a person to serve as an arbitrator, whose award shall be final and binding on both the Interior Designer and the client.

Death or incapacity of Interior Designer.

25. (1) In the event of the death or incapacity of the Interior Designer who is a sole proprietor, the Interior Designer's engagement shall be regarded as terminated.

(2) The client may, on payment of all outstanding fees and other dues in respect of the engagement of the Interior Designer, make use of all drawings and documents prepared by the Interior Designer, provided that they are only for the purpose of implementing the project on the site on which the design was originally prepared.

FOURTH SCHEDULE

PART ONE

FORM A

[Subparagraph 29(1)(c)(i)]

**MEMORANDUM OF AGREEMENT BETWEEN THE CLIENT
AND THE ARCHITECT FOR ARCHITECTURAL
CONSULTANCY SERVICES**

MEMORANDUM OF AGREEMENT made thisday
of 20

BETWEEN
(hereinafter called “the Client”, which expression includes the legal
representatives, successors in title and permitted assigns) of the one part,

AND
practising as Architect(s) at

.....
* under the style of (name of *sole proprietorship/partnership/body
corporate)

.....
(hereinafter called “the Architect”, which expression includes the legal
representatives, successors in title and permitted assigns) of the other part.

WHEREAS the Client is desirous of appointing the Architect to
provide architectural consultancy services (describe the scope of works)

.....
.....

.....
for the project described herein (indicate project title and location)

.....
(hereinafter called “the Project”)

NOW IT IS HEREBY agreed as follows:

1. The Client hereby appoints the Architect to provide architectural consultancy services for the Project subject to and in accordance with the Conditions of Engagement of an Architect as prescribed in the Architects Rules 2010 and the Architect hereby accepts the appointment for the purpose of providing architectural consultancy services for the Client, subject to and in accordance with the Conditions of Engagement for Architect.
2. This Memorandum of Agreement, the Conditions of Engagement of an Architect and the Architects (Scale of Minimum Fees) Rules 2010 shall together constitute the Agreement between the Client and the Architect.
3. In consideration of the Architect providing the architectural consultancy services required, the Client hereby agrees to pay the - Architect in accordance with the Architects (Scale of Minimum Fees) Rules 2010.
4. The intervals of payment shall be *monthly / beginning from the commencement of the Architect's appointment.
- 4A. The period of payment of fee to the Architect shall be days from the date the fee is claimed (if no time period is stated the fee shall be paid within 28 days).
5. *The amount referred to in subparagraph 8(c) of the Conditions of Engagement of an Architect on variation works shall be RM

IN WITNESS WHEREOF the parties have hereinto set their hands on the day and year first above written.

SIGNED BY :

.....
for and on behalf of
the CLIENT

.....
(Signature of Client)

In the presence of

Name :
(Witness)

Address :

.....
.....

.....
(Signature of Witness)

SIGNED BY :

.....

.....
for and on behalf of the
ARCHITECT

.....
(Signature of Architect)

In the presence of

Name :
(Witness)

Address :

.....
.....

.....
(Signature of Witness)

** delete whichever is not applicable*

PART ONE

FORM B

[Subparagraph 29(1)(c)(ii)]

**MEMORANDUM OF AGREEMENT BETWEEN THE CLIENT
AND THE ARCHITECT FOR ARCHITECTURAL
CONSULTANCY SERVICES AND THE BOARD AS THE
STAKEHOLDER FOR THE FEES**

MEMORANDUM OF AGREEMENT made thisday
of 20

BETWEEN
(hereinafter called “the Client”), of the one part,

AND
practising as Architect(s) at

.....
* under the style of (name of *sole proprietorship/partnership/body
corporate)

.....
(hereinafter called “the Architect”) of the other part.

WHEREAS the Client is desirous of appointing the Architect to
provide architectural consultancy services (describe the scope of works)

.....
.....
.....
for the project described herein (indicate project title and location)

.....
(hereinafter called “the Project”)

NOW IT IS HEREBY agreed as follows:

1. The Client hereby appoints the Architect to provide architectural consultancy services for the Project subject to and in accordance with the Conditions of Engagement of an Architect as prescribed in the Architects Rules 1996 and the Architect hereby accepts the appointment for the purpose of providing architectural consultancy services for the Client, subject to and in accordance with the Conditions of Engagement for an Architect.
2. This Memorandum of Agreement, the Conditions of Engagement of an Architect and the Architects (Scale of Minimum Fees) Rules 2010 shall constitute the Agreement between the Client and the Architect.
3. The parties hereby agree that all the fees payable by the Client in accordance with this Agreement shall be deposited as and when they become due and payable, with the Board as a stakeholder in accordance with this Agreement.
4. The Architect shall submit to the Board the duly executed Stakeholder Appointment Form, as to be determined by the Board from time to time, authorizing the Board to administer the Architect's fees on behalf of the Client and Architect.
5. The Architect shall obtain the Client's written confirmation of the completion and acceptance of works upon completion of each phase of works outlined in the Stakeholder Appointment Form. Upon receiving such confirmation, the Architect shall submit his claim to the Client who shall make payment to the Board within the period stipulated in the Stakeholder Appointment Form.
6. During the course of the works, the Architect shall notify the Board of any changes to the overall quantum of the Architect's fees.

IN WITNESS WHEREOF the parties have hereinto set their hands on the day and year first above written.

SIGNED BY :

.....
for and on behalf of
the CLIENT

.....
(Signature of Client)

Name :
(Witness)

Address :

.....

.....

.....
(Signature of Witness)

SIGNED BY :

.....

.....
for and on behalf of the
ARCHITECT

.....
(Signature of Architect)

Name :
(Witness)

Address :

.....

.....

.....
(Signature of Witness)

** delete whichever is not applicable*

PART TWO
[Subrule 29(3)]

**MEMORANDUM OF AGREEMENT BETWEEN THE CLIENT
AND
THE INTERIOR DESIGNER FOR
INTERIOR DESIGN CONSULTANCY SERVICES**

MEMORANDUM OF AGREEMENT made thisday
of20

BETWEEN
(hereinafter called “the Client”, which expression includes the legal
representatives, successors in title and permitted assigns) of the one part,

AND
practising as Interior Designer(s) at

.....
* under the style of (name of *sole proprietorship/partnership/body
corporate)

.....
(hereinafter called “the Interior Designer”, which expression includes the legal
representatives, successors in title and permitted assigns) of the other part.

WHEREAS the Client is desirous of appointing the Interior Designer to
provide interior design consultancy services (describe the scope of works)

.....
.....
for the project described herein (indicate project title and location)

.....
(hereinafter called “the Project”)

NOW IT IS HEREBY agreed as follows:

1. The Client hereby appoints the Interior Designer to provide interior design consultancy services for the Project subject to and in accordance with the Conditions of Engagement of an Interior Designer as prescribed in the Architects Rules 1996 and the Interior Designer hereby accepts the appointment for the purpose of providing interior design consultancy services for the Client, subject to and in accordance with the Conditions of Engagement of an Interior Designer.
2. This Memorandum of Agreement, the Conditions of Engagement of an Interior Designer and the Schedule of Fees shall together constitute the Agreement between the Client and the Interior Designer.
3. In consideration of the Interior Designer providing the interior design consultancy services required, the Client hereby agrees to pay the Interior Designer in accordance with the Schedule of Fees.
4. The intervals of payment shall be *monthly / beginning from the commencement of the Interior Designer's appointment.
- 4A. The period of payment of fee to the Interior Designer shall be days from the date the fee is claimed (if no time period is stated the fee shall be paid within 28 days).
5. *The amount referred to in subparagraph 8(c) of the Conditions of Engagement of an Interior Designer on variation works shall be RM

IN WITNESS WHEREOF the parties have hereinto set their hands on the day and year first above written.

SIGNED BY :

.....
for and on behalf of
the CLIENT

.....
(Signature of Client)

In the presence of

Name :
(Witness)

Address :

.....
.....

.....
(Signature of Witness)

SIGNED BY :

.....
.....
for and on behalf of the
INTERIOR DESIGNER

.....
(Signature of Interior
Designer)

In the presence of

Name :
(Witness)

Address :

.....
.....

.....
(Signature of Witness)

** delete whichever is not applicable*

PART THREE

[Subrule 29(2)]

**MEMORANDUM OF AGREEMENT BETWEEN THE
CLIENT AND
THE BUILDING DRAUGHTSMAN FOR
PROVISION OF ARCHITECTURAL CONSULTANCY
SERVICES**

MEMORANDUM OF AGREEMENT made this
..... day of20

BETWEEN

.....
.....

(hereinafter called “the Client”, which expression includes the legal representatives, successors in title and permitted assigns) of the one part,

AND

.....
.....

practising as Building Draughtsman at

.....
.....
.....

* under the style of (name of practice, if any)

.....
.....

(hereinafter called “the Building Draughtsman”, which expression includes the legal representatives, successors in title and permitted assigns) of the other part.

WHEREAS the Client is desirous of appointing the Building Draughtsman to provide architectural consultancy services (describe the scope of works)

.....
.....
.....
.....
for the project described herein (indicate project title and location).....
.....
.....
.....
.....
(hereinafter called “the Project”)

NOW IT IS HEREBY agreed as follows:

1. The Client hereby appoints the Building Draughtsman to provide architectural consultancy services for the Project subject to and in accordance with the Conditions of Engagement of a Building Draughtsman as prescribed in the Architects Rules 1996 and the Building Draughtsman hereby accepts the appointment for the purpose of providing architectural consultancy services for the Client, subject to and in accordance with the Conditions of Engagement of a Building Draughtsman.
2. This Memorandum of Agreement, the Conditions of Engagement of a Building Draughtsman and the fees shall together constitute the Agreement between the Client and the Building Draughtsman.
3. In consideration of the Building Draughtsman providing the architectural consultancy services required, the Client hereby agrees to pay the Building Draughtsman in accordance with the fees to be determined by the Board.

4. The intervals of payment shall be *monthly/
 beginning from the commencement
 of the Building Draughtsman's appointment.

5. *The amount referred to in subparagraph 8(c) of the
 Conditions of Engagement of a Building Draughtsman on
 variation works shall be RM

IN WITNESS WHEREOF the parties have hereinto set their
 hands on the day and year first above written.

SIGNED BY :

.....
 for and on behalf of
 the CLIENT

.....
 (Signature of Client)

In the presence of

Name :
 (Witness)

Address :

.....
 (Signature of Witness)

SIGNED BY :

.....

 for and on behalf of the
 BUILDING DRAUGHTSMAN

(Signature of Building
 Draughtsman)

In the presence of

Name :
(Witness)

Address :
.....
.....

.....
(Signature of Witness)

** delete whichever is not applicable”.*

Savings and transitional.

For the purpose of financial year for the time being in force immediately before the date of coming into operation of this Rules, the period from the beginning of the financial year until its end on 31 December of the same year shall be deemed as a complete financial year.

Made 26 September 2022
[KKR.PUU.110.1/2/2 Jld.3; PN(PU2)45/VI]

DATIN Ar. YONG RAZIDAH BINTI RASHID
President
Board of Architects Malaysia

Approved 29 September 2022

DATO’ SRI HAJI FADILLAH BIN HAJI YUSOF
Senior Minister of Works



LEMBAGA ARKITEK MALAYSIA
Board of Architects Malaysia

17th Floor, Block F
JKR Headquarters
Jalan Sultan Salahuddin
50582 Kuala Lumpur

T : 03 – 2698 2878 / 03 – 2610 7087

F : 03 – 2693 6881

E : info@lam.gov.my W : www.lam.gov.my