



ARCHITECTS RULES 1996

(incorporating amendments up to December 2005)

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

ARCHITECTS ACT 1967

ARCHITECT 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, the Board of Architects, with the approval of the Minister, makes the following rules:

PART I
PRELIMINARY

Citation and commencement.

1. These rules may be cited as the **Architects Rules 1996** and shall come into force on 15 August 1996.

Interpretation.

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

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

“President” means the President of the Board of Architects 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.

(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 hundred 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 30 day of June.

Fees.

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

PART III REGISTRATION

Forms of application.

17. Every -

- (a) person desirous of being registered as a registered Architect, Professional Architect or registered Building Draughtsman under subsection 10(1) or 10(2), or section 22 of the Act, respectively; or
- (b) foreign architect desirous of being temporarily registered as a Professional Architect under section 10A of the Act,

shall make an application to the Board in Form A, B, C or D, as the case may be.

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 a registered Architect, Professional Architect or registered Building Draughtsman, or temporary registration of a foreign architect as a Professional 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 a registered Architect, Professional Architect or registered Building Draughtsman, or temporary registration of a foreign architect as a Professional Architect, being approved by the Board, the Registrar shall issue a certificate of registration in Form E, F, G, or H, as the case may be.

Application for renewal.

22. (1) Every registered Architect or Professional Architect desirous of renewing his registration under subsection 13(2) of the Act shall apply to the Board in writing on or before 31 January of the year following 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 registered Building Draughtsman desirous of renewing his registration under subsection 22(4) of the Act shall apply to the Board in writing on or before 31 January of the year following 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 registered Architect or Professional 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 registered 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.

(2) Every notification under subrule (1) or (1A) 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 registered 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 registered Architect is required to obtain under paragraph 10(1)(b) of the Act in order to be entitled to apply for registration as a Professional 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 registered Architect applying for registration as a Professional Architect must submit with his application proof in writing that he has complied with the requirements of subrule (1).

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 temporary registration as a Professional Architect under the Act, shall be the registration as an architect by the relevant registration board in the country where he normally practises for not less than fifteen years at the date of submission of his application for temporary 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 temporary 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 temporary 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).

PART IV CODE OF PROFESSIONAL CONDUCT AND CONDITIONS OF ENGAGEMENT

Code of Professional Conduct.

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

(2) A registered 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 Professional Conduct for Professional Architects in Part One of the Second Schedule, and references to a “Professional Architect” shall be construed as references to a “registered Architect”.

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

Conditions of Engagement.

29. (1) Except with the prior approval of the Board given for special reasons, a Professional Architect shall only enter into an agreement for architectural consultancy services according to the Architects (Scale of Minimum Fees) Rules 1986, the Conditions of Engagement in Part One of the Third Schedule and the Memorandum of Agreement in the Fourth Schedule.

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

PART V
REGISTRATION OF
ARCHITECTURAL CONSULTANCY PRACTICE

Form of 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 Form I, J or K, as the case may be.

(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.

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 L, M or N, as the case may be.

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 L, M or N, as the case may be.

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.

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.

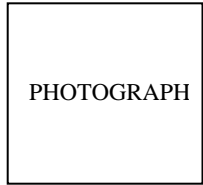
(2) Any registration done or any certificate issued under the Rules shall remain valid until its expiry, suspension or cancellation, as the case may be.

**FIRST SCHEDULE
PART ONE**

FORM A

ARCHITECTS ACT 1967

**ARCHITECTS RULES 1996
[Rule 17]**



**APPLICATION FOR REGISTRATION AS A
REGISTERED ARCHITECT**

(To be completed by the Applicant in BLOCK LETTERS)

Name :
Sex : Date of Birth :
Place of Birth :
Citizenship : Race :
*Identity Card/Passport No :
Place and Date of Issue :
Regular Business Address :
.....
Postal Address (*if different from above*) :
.....
Tel No. : Fax No. :
E-Mail :

DECLARATION TO BE SIGNED BY THE APPLICANT

To : The Registrar,
Board of Architects Malaysia

I, the undersigned, apply for registration as a registered Architect and declare as follows :

(1) I hold the following qualification(s) which qualifies me to be registered as a registered Architect :

(a) Academic Qualifications :

(b) Professional Qualifications :

<u>Degree</u>	<u>University/College</u>	<u>Country</u>	<u>Year of Award</u>
.....
.....
.....

(2) I am employed by (*state the name and address of employer*) :

.....
.....

I hereby agree to abide by the Architects Rules 1996, including the Code of Professional Conduct for Professional Architects as specified in subrule 28(2) of the Architects Rules 1996.

Date :

.....
(Signature of Applicant)

PENALTY

Paragraph 33(a) of the Architects Act 1967 : “Any person, sole proprietorship, partnership or body corporate who procures or attempts to procure registration or a certificate of registration under this Act by knowingly making or producing or causing to be made or produced any false or fraudulent declaration, certificate, application or representation whether in writing or otherwise shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or imprisonment for a term not exceeding two years or to both.”

Note :

- The Applicant shall submit copies of testimonials, certificates and other relevant documents certified by a Professional Architect in support of the application.
- The application shall be accompanied with a processing fee for the amount of RM 50.00 and a registration fee for the amount of RM 75.00 in *money order / bank draft / cheque made payable to the Board of Architects Malaysia.

** delete whichever is not applicable*

FORM B

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Rule 17]



**APPLICATION FOR REGISTRATION AS
A PROFESSIONAL ARCHITECT**

(To be completed by the Applicant in BLOCK LETTERS)

Name :
Sex : Date of Birth :
Place of Birth :
Citizenship : Race :
*Identity Card/Passport No :
Place and Date of Issue :
Regular Business Address :
.....
Postal Address (if different from above) :
.....
Tel No : Fax No. :
E-mail :
Academic Qualifications :
Professional Qualifications :

<i>Degree</i>	<i>University/College</i>	<i>Country</i>	<i>Year of Award</i>
.....
.....
.....

DECLARATION TO BE SIGNED BY THE APPLICANT :

To: The Registrar,
Board of Architects Malaysia

I, the undersigned, apply for registration as a Professional Architect and declare as follows :

- (1) I am a registered Architect and my Registration Number is
- (2) I have obtained the practical experience as prescribed by the Board and passed the Part III Professional Examination.
- * (3) (a) I am a Corporate Member of the Pertubuhan Arkitek Malaysia; or

(b) I have obtained the following qualification which I am requesting the Board to consider to be equivalent to Corporate Membership of the Pertubuhan Arkitek Malaysia :
.....
.....
- (4) I am employed by (state the name and address of employer) :
.....
.....
.....

I hereby agree to abide by the Architects Rules 1996, including the Code of Professional Conduct for Professional Architects.

Date :
.....
(Signature of Applicant)

PENALTY

Paragraph 33(a) of the Architects Act 1967 : “Any person, sole proprietorship, partnership or body corporate who procures or attempts to procure registration or a certificate of registration under this Act by knowingly making or producing or causing to be made or produced any false or fraudulent declaration, certificate, application or representation whether in writing or otherwise shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or imprisonment for a term not exceeding two years or to both.”

Note :

- The Applicant shall submit copies of testimonials, certificates and other relevant documents certified by a Professional Architect in support of the application.
- The application shall be accompanied with a processing fee for the amount of RM 50.00 and a registration fee for the amount of RM 300.00 in *money order / bank draft / cheque made payable to the Board of Architects Malaysia.

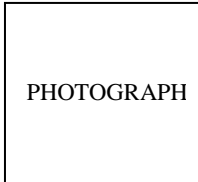
** delete whichever is not applicable*

FORM C

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Rule 17]



APPLICATION FOR REGISTRATION AS A REGISTERED BUILDING DRAUGHTSMAN

(To be completed by the Applicant in BLOCK LETTERS)

Name :
Sex : Date of Birth :
Place of Birth :
Citizenship : Race :
*Identity Card/Passport No :
Place and Date of Issue :
Regular Business Address :
Postal Address (if different from above) :
Tel No : Fax No. :
E-mail :

DECLARATION TO BE SIGNED BY THE APPLICANT :

To: The Registrar,
Board of Architects Malaysia

I, the undersigned, apply for registration as a registered Building Draughtsman and declare as follows :

(1) I possess the following qualifications :

Table with 3 columns: Type, Institution, Year of Award. Includes dotted lines for data entry.

(2) I have acquired the following experience :

Table with 3 columns: Post, Employer, Period. Includes dotted lines for data entry.

(3) I would like to apply for registration as a registered Building Draughtsman and if approved, to practise in the areas within the limits of the following Building Authorities :

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

(4) I am not employed by any limited company, building contractor, manufacturer or commercial firm.

I hereby agree to abide by the Architects Rules 1996, including the Code of Professional Conduct for registered Building Draughtsman.

Date :

.....
(Signature of Applicant)

PENALTY

Paragraph 33(a) of the Architects Act 1967 : “Any person, sole proprietorship, partnership or body corporate who procures or attempts to procure registration or a certificate of registration under this Act by knowingly making or producing or causing to be made or produced any false or fraudulent declaration, certificate, application or representation whether in writing or otherwise shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or imprisonment for a term not exceeding two years or to both.”

Note :

- The Applicant shall submit copies of testimonials, certificates and other relevant documents certified by a Professional Architect or registered Building Draughtsman in support of the application.
- The Applicant shall give a list of the nature of work done, its approximate value, the location of the building and the relevant dates.
(Where the space provided is insufficient, the particulars may be entered in an annexed sheet)
- The application shall be accompanied with a processing fee for the amount of RM 50.00 and a registration fee for the amount of RM 200.00 in *money order / bank draft / cheque made payable to the Board of Architects Malaysia.

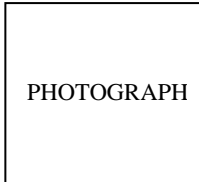
** delete whichever is not applicable*

FORM D

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Rule 17(4)]



**APPLICATION FOR TEMPORARY
REGISTRATION OF A FOREIGN ARCHITECT
AS A PROFESSIONAL ARCHITECT**

(To be completed by the Applicant in BLOCK LETTERS)

Name :

(underline the Family name)

Date of Birth : Place of Birth :

Race : Sex :

Citizenship : Country of Permanent Residence :

Passport No. : Place of Issue :

Date of Issue : Date of Expiry :

Regular Business Address :

.....

Tel No : Fax No. :

E-mail :

Registered as an architect by *(state the name of the registration board)* :

.....

Date first registered : Registration No. :

Professional Qualifications :

Training/Affiliations :

DECLARATION TO BE SIGNED BY THE APPLICANT :

To: The Registrar,
Board of Architects Malaysia

I, the undersigned, apply for temporary registration as a Professional Architect and declare as follows :

(1) I possess the necessary qualification which is recognised for the practice of architecture in

(state the name of the country)

this being where I normally practise.

(2) I believe I possess special expertise, experience and knowledge which is not available in Malaysia. My area of expertise, experience and knowledge necessary for the proposed project is

I enclose supporting documentary evidence for the Board to evaluate.

(3) I have been in practice as an architect in + for not less than fifteen (15) years at the date of this application.

*(4) (a) I am currently practising as an architect under the name and style of

(state the name of the practice)

in

(state the name of the country)

and hold the title/position of since

(state the date)

(b) I am currently employed.....
.....
(state the name and address of the employer)

(5) My presence in Malaysia is under the sponsorship of
.....
(state the name of the sponsor)

(6) I am required to be in Malaysia for not less than one hundred and eighty (180) days in one calendar year which is considered necessary in connection with the proposed project for which I am being considered, this being
.....
(state the name and description of the project)

and in which my position will be as

(7) The anticipated date when I am required to be in Malaysia is
and the expected date of my departure is

(8) My ++contact address, fax number, telephone number and e-mail in Malaysia are as follows :-

(a) Address :
.....
.....

(b) Fax No. :

(c) Tel. No. :

(d) E-mail :

(9) I understand and accept the condition that should my application be approved, I shall be bound by the conditions that are stipulated in respect of my registration and which shall essentially be related to the following :

(a) my professional activities shall be limited to the project for which my presence in Malaysia is considered to be essential;

(b) while I am in Malaysia, I shall not receive, process or undertake any enquiry or project, either directly or as an agent for my firm, beyond those activities directly related to the specified project;

(c) I shall be bound by all provisions of the Architects Act 1967 and any rules made thereunder; and

(d) I shall be bound by all the provisions of the relevant legislation pertaining to my activities as a Professional Architect, particularly in respect of the Street, Drainage and Building Act 1967 and the by-laws enacted thereunder, including accepting full responsibilities for all my actions therein.

Act 133.

.....
(Signature of Applicant)
Date :

.....
(Signature of Sponsor)
Name :
Designation :
Company :
Date :

PENALTY

Paragraph 33(a) of the Architects Act 1967 : “Any person, sole proprietorship, partnership or body corporate who procures or attempts to procure registration or a certificate of registration under this Act by knowingly making or producing or causing to be made or produced any false or fraudulent declaration, certificate, application or representation whether in writing or otherwise shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or imprisonment for a term not exceeding two years or to both.”

Note :

- The Applicant shall submit certified copies of all certificates and other relevant documents in support of the application.
- The application shall be accompanied with a processing fee for the amount of RM 50.00 and a registration fee for the amount of RM 1,000.00 in *money order / bank draft / cheque made payable to the Board of Architects Malaysia.

+ *The Applicant is required to indicate the country of registration and practice.*

++ *The Applicant is required to inform the Board of any change in address.*

** delete whichever is not applicable*

FORM E

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Rule 21]

[Certificate No:]

BOARD OF ARCHITECTS MALAYSIA

**CERTIFICATE OF REGISTRATION AS A
REGISTERED ARCHITECT**

THIS IS TO CERTIFY THAT

Full Name :

Registration No. :

having complied with the requirements of the Architects Act 1967 is registered as a registered Architect under and subject to the provisions of the Act.

This certificate of registration shall expire on 31 December

Common Seal :

.....
President

.....
Registrar

Date of Issue :

FORM F

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Rule 21]

[Certificate No:]

BOARD OF ARCHITECTS MALAYSIA

**CERTIFICATE OF REGISTRATION AS A
PROFESSIONAL ARCHITECT**

THIS IS TO CERTIFY THAT

Full Name :

Registration No. :

having complied with the requirements of the Architects Act 1967 is registered as a Professional Architect under and subject to the provisions of the Act.

This certificate of registration shall expire on 31 December

Common Seal :

.....
President

.....
Registrar

Date of Issue :

FORM G

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Rule 21]

[Certificate No:]

BOARD OF ARCHITECTS MALAYSIA

**CERTIFICATE OF REGISTRATION AS A
REGISTERED BUILDING DRAUGHTSMAN**

THIS IS TO CERTIFY THAT

Full Name :

Registration No. :

having complied with the requirements of the Architects Act 1967 is registered as a registered Building Draughtsman under and subject to the provisions of the Act for the areas within the limits of the following Building Authorities :

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

and subject further to the following restrictions :-

(1) he may submit plans only to and within the limits of the Building Authorities above named; and

* (2) (a) he shall be entitled only to submit plans of buildings not exceeding two-storeys in height and not involving reinforced concrete or structural steel framework except lintels not exceeding 2.5 metres in span provided that the total built-up floor area does not exceed 300 metres in any one project submitted for approval; or

(b) he shall be entitled to submit plans of buildings not exceeding one-storey in height and not involving reinforced concrete or structural steel framework except lintels not exceeding 2.5 metres in span provided that the total built floor area does not exceed 100 metres in any one project submitted for approval.

(c)
.....
.....

This certificate of registration shall expire on 31 December

Common Seal :

.....
President

.....
Registrar

Date of Issue :

* delete whichever is not applicable

FORM H

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Rule 21]

[Certificate No:]

BOARD OF ARCHITECTS MALAYSIA

**CERTIFICATE OF TEMPORARY REGISTRATION
OF A FOREIGN ARCHITECT AS A
PROFESSIONAL ARCHITECT**

THIS IS TO CERTIFY THAT

Full Name :

Registration No. :

having complied with the requirements of the Architects Act 1967 is temporarily registered as a Professional Architect under and subject to the conditions stipulated below :

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

This certificate of registration shall expire on 31 December

Common Seal :

.....
President

.....
Registrar

Date of Issue :

FORM I

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Subrule 30(1)]

APPLICATION FOR REGISTRATION OF
*SOLE PROPRIETORSHIP / PARTNERSHIP
AS AN ARCHITECTURAL CONSULTANCY PRACTICE

(To be completed by the Applicant in BLOCK LETTERS)

(Salaried Professional Architects are not allowed to set up their own practice whether in the form of a sole proprietorship, partnership or body corporate)

- 1. Proposed Names : (1) ...
(according to priority) (2) ...
(3) ...

- 2. Form of proposed architectural consultancy practice : ...
(Sole Proprietorship / Partnership)

- 3. Address of proposed architectural consultancy practice : ...

- 4. Proposed date of commencement of architectural consultancy practice : ...

- 5. Particulars of *sole proprietor / partner in the proposed architectural consultancy practice :

Table with 3 columns: Name, Registration No., Percentage of equity holding

- 6. Particulars of existing practice :

Table with 4 columns: Name of practice, Name of sole proprietor/partner/director, Profession, Registration No. (with relevant boards, where applicable)

7. Consent of *partners / directors in existing practice referred to under paragraph 6 in respect of the establishment of the proposed architectural consultancy practice :

.....
 (Signature)
 Name :

.....
 (Signature)
 Name :

.....
 (Signature)
 Name :

.....
 (Signature)
 Name :

(8) Signature of Applicants :

.....
 (Signature)
 Name : ()

.....
 (Signature)
 Name : ()

.....
 (Signature)
 Name : ()

.....
 (Signature)
 Name : ()

Date :

PENALTY

Paragraph 33(a) of the Architects Act 1967 : “Any person, sole proprietorship, partnership or body corporate who procures or attempts to procure registration or a certificate of registration under this Act by knowingly making or producing or causing to be made or produced any false or fraudulent declaration, certificate, application or representation whether in writing or otherwise shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or imprisonment for a term not exceeding two years or to both.”

Note :

- A sample of the proposed letterhead of the proposed architectural consultancy practice shall be enclosed. The letterhead shall show the name and qualifications of the *sole proprietor / partners.
- A copy of the letter from the last employer confirming the applicant’s resignation from the existing practice, where relevant, shall be enclosed.
- The application shall be accompanied with a processing fee for the amount of RM 50.00 and where the applicant is a sole proprietor or partner, a registration fee for the amount of RM 500.00 or RM 1,000.00, respectively in *money order / bank draft / cheque made payable to the Board of Architects Malaysia.

* delete whichever is not applicable

FORM J

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Subrule 30(1)]

APPLICATION FOR REGISTRATION OF BODY CORPORATE
AS AN ARCHITECTURAL CONSULTANCY PRACTICE
PURSUANT TO SECTION 7A

(To be completed by the Applicant in BLOCK LETTERS)

(Salaried Professional Architects are not allowed to set up their own practice whether in the form of a sole proprietorship, partnership or body corporate)

1. Name of body corporate :
2. Date of incorporation :
3. Registered Business Address :
.....
.....
4. Tel. No. : 5. Fax. No. :
6. E-mail :
7. Name, address and telephone number of secretary of the body corporate :
.....
.....
.....
8. Authorized capital : 9. Paid-up capital :
10. Particulars of directors and shareholders of the body corporate.
(Provide full particulars in the attached Appendix A to this application form)

11. **DECLARATION TO BE COMPLETED AND SIGNED BY EVERY DIRECTOR AND SHAREHOLDER OF THE BODY CORPORATE IN HIS INDIVIDUAL CAPACITY :**

To : The Registrar,
Board of Architects Malaysia

We, the undersigned, hereby apply for the registration of, a body corporate, as an architectural consultancy practice pursuant to section 7A of the Act and declare as follows :

- (a) the relevant particulars of our directors and shareholders and their registration with the Board are as shown in Appendix A to this application form;
- (b) is a body corporate which has duly complied with the provisions of section 7A of the Act;
- (c) the copy of the Memorandum and Articles of Association of the body corporate submitted with this application is a true and correct copy; and

(d) we, being the members of the body corporate, hereby jointly and severally declare and do undertake that every director and shareholder shall abide by all the provisions of the Act and any rules made thereunder and shall observe, perform and comply with any conditions or restrictions that may be imposed by the Board upon granting approval of this application.

<i>Name of directors and shareholders</i>	<i>Signature of directors and shareholders</i>
.....
.....
.....

12. Particulars of existing practice :

<u>Name of practice</u>	<u>Name of sole proprietor/partner/ director</u>	<u>Profession</u>	<u>Registration No.</u> <i>(with the relevant boards, where applicable)</i>
(1)

(2)

(3)

13. Consent of partners/directors in existing practice referred to under paragraph 12 in respect of the establishment of the proposed architectural consultancy practice :

..... (Signature) (Signature)
Name :	Name :
..... (Signature) (Signature)
Name :	Name :

Date :

PENALTY

Paragraph 33(a) of the Architects Act 1967 : “Any person, sole proprietorship, partnership or body corporate who procures or attempts to procure registration or a certificate of registration under this Act by knowingly making or producing or causing to be made or produced any false or fraudulent declaration, certificate, application or representation whether in writing or otherwise shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or imprisonment for a term not exceeding two years or to both.”

Note :

- The application shall be accompanied with a processing fee for the amount of RM 50.00 and a registration fee for the amount of RM 1,000.00 in *money order / bank draft / cheque made payable to the Board of Architects Malaysia.

* delete whichever is not applicable

.....
(Name of body corporate)

Particulars of directors and shareholders

<i>Name of directors and shareholders (in full)</i>	<i>Registration No.</i>	<i>Date of Registration</i>	<i>Percentage of shareholding</i>	<i>Identity Card No.</i>	<i># Position in body corporate</i>
.....
.....
.....
.....
.....

Date :

.....
*(Signature of *Chairman / Managing Director)*

Chairman / Managing Director / Director / Shareholder, etc.

** delete whichever is not applicable*

FORM K

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Subrule 30(1)]

**APPLICATION FOR REGISTRATION OF
BODY CORPORATE
AS AN ARCHITECTURAL CONSULTANCY PRACTICE
PURSUANT TO SECTION 7B**

(To be completed by the Applicant in BLOCK LETTERS)

(Salaried Professional Architects are not allowed to set up their own practice whether in the form of a sole proprietorship, partnership or body corporate)

1. Name of body corporate :
2. Date of incorporation :
3. Registered Business Address :
.....
.....
4. Tel. No. : 5. Fax. No. :
6. E-mail :
7. Name, address and telephone number of secretary of the body corporate :
.....
.....
.....
8. Authorized capital : 9. Paid-up capital :
10. DECLARATION to be completed and signed by every director and shareholder of the body corporate in his individual capacity :

To : The Registrar,
Board of Architects Malaysia

We, the undersigned, apply for the registration of,
a body corporate providing * architectural consultancy services, professional engineering services
and/or quantity surveying services, as an architectural consultancy practice pursuant to section 7B
of the Act and declare as follows :

- (a) the relevant particulars of our directors and shareholders and their registration with the respective professional boards, where applicable, are as shown in Appendix A to this application form;
- (b) is a body corporate which has duly complied with the provisions of section 7B of the Act;
- (c) the copy of the Memorandum and Articles of Association of the body corporate submitted with this application is a true and correct copy; and

(d) we, being the members of the body corporate, hereby jointly and severally declare and do undertake that every director and shareholder shall abide by all the provisions of the Act and any rules made thereunder and shall observe, perform and comply with any conditions or restrictions that may be imposed by the Board upon granting approval of this application.

<i>Name of directors and shareholders</i>	<i>Profession</i>	<i>Signature of</i>
.....
.....
.....

Date :

PENALTY

Paragraph 33(a) of the Architects Act 1967 : “Any person, sole proprietorship, partnership or body corporate who procures or attempts to procure registration or a certificate of registration under this Act by knowingly making or producing or causing to be made or produced any false or fraudulent declaration, certificate, application or representation whether in writing or otherwise shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit or imprisonment for a term not exceeding two years or to both.”

Note :

- The application shall be accompanied with a processing fee for the amount of RM 50.00 and a registration fee for the amount of RM 1,000.00 in *money order / bank draft / cheque made payable to the Board of Architects Malaysia.

** delete whichever is not applicable*

.....
(Name of body corporate)

Particulars of directors and shareholders

<i>Name of directors and shareholders (in full)</i>	<i>Name of Board registered with (where applicable)</i>	<i>Registration No. (where applicable)</i>	<i>Date of Registration (where applicable)</i>	<i>Percentage of shareholding</i>	<i>Identity Card No./ Passport No.</i>	<i># Position in body corporate</i>
.....
.....
.....
.....
.....

Date :

.....
(Signature of *Chairman / Managing Director)

Chairman / Managing Director / Director / Shareholder, etc.

.....
* delete whichever is not applicable

FORM L

ARCHITECTS ACT 1967

ARCHITECTS RULES 1996

[Rule 31]

[Certificate No:]

BOARD OF ARCHITECTS MALAYSIA

CERTIFICATE OF REGISTRATION AS AN ARCHITECTURAL CONSULTANCY PRACTICE

THIS IS TO CERTIFY THAT

.....
a *sole proprietorship / partnership of Registration No. :
having complied with the requirements of the Architects Act 1967 is registered as an architectural consultancy practice pursuant to Section 7A of the Act.

This certificate of registration shall expire on 31 December

Common Seal :

.....
President

.....
Registrar

Date of Issue :

.....
* delete whichever is not applicable

FORM M
ARCHITECTS ACT 1967
ARCHITECTS RULES 1996
[Rule 31]

[Certificate No:]

BOARD OF ARCHITECTS MALAYSIA
CERTIFICATE OF REGISTRATION AS AN
ARCHITECTURAL CONSULTANCY PRACTICE

THIS IS TO CERTIFY THAT

.....
a body corporate of Registration No. :
having complied with the requirements of the Architects Act 1967 is registered as an architectural
consultancy practice pursuant to Section 7A of the Act.

This certificate of registration shall expire on 31 December

Common Seal :

.....
President

.....
Registrar

Date of Issue :

** delete whichever is not applicable*

FORM N
ARCHITECTS ACT 1967
ARCHITECTS RULES 1996
[Rule 31]

[Certificate No:]

BOARD OF ARCHITECTS MALAYSIA
CERTIFICATE OF REGISTRATION AS AN
ARCHITECTURAL CONSULTANCY PRACTICE

THIS IS TO CERTIFY THAT

.....
a body corporate of Registration No. :
having complied with the requirements of the Architects Act 1967 is registered as an architectural
consultancy practice pursuant to Section 7B of the Act.

This certificate of registration shall expire on 31 December

Common Seal :

.....
President

.....
Registrar

Date of Issue :

** delete whichever is not applicable*

PART TWO
[Rules 20, 24, 25, 30, 32 and 32A]

**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 and subrule 30(2))	Registration Fee (RM) (rule 20 and subrule 30(2))	Renewal Fee (RM) (rule 22 and subrule 32(1))	Reinstatement Fee (RM) (subrules 24(2) and 32A(2))	Fee for Addition/ Variation of approved areas of operation (RM) (rule 25)
1.	Registered Architect	50.00	75.00	50.00	75.00	Not applicable
2.	Professional Architect	50.00	300.00	200.00	300.00	Not applicable
3.	Registered Building Draughtsman	50.00	200.00	100.00	200.00	30.00 <i>(for each approved area of operation)</i>
4.	Foreign architect (temporary registration)	50.00	1000.00	1000.00	1000.00	Not applicable
5.	Architectural consultancy practice:					
	• Body Corporate	50.00	1000.00	1000.00	1000.00	Not applicable
	• Partnership	50.00	1000.00	1000.00	1000.00	Not applicable
	• Sole Proprietorship	50.00	500.00	500.00	500.00	Not applicable

SECOND SCHEDULE

[Rule 28]

PART ONE

CODE OF PROFESSIONAL CONDUCT FOR PROFESSIONAL ARCHITECTS

[Subrule 28(1)]

Objective of Code.

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

Compliance with Acts and rules.

2. (1) A Professional 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) A Professional 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) A Professional 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) A Professional Architect may use calling cards that shall contain accurate particulars concerning his qualification and designation.

(6) A Professional 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 Professional 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) A Professional 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) A Professional 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) A Professional 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 Professional Architect or his employees.

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

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

(5) A Professional 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) A Professional 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) A Professional 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 Professional Architect or his architectural consultancy practice.

(9) A Professional 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) A Professional 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) A Professional 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) A Professional Architect shall not give or offer remuneration or other inducements for the introduction of a client or work.

(13) A Professional 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) A Professional 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) A Professional 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) A Professional 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 a Professional Architect who carries on business as an architectural consultancy practice shall be remunerated solely by fees payable by his client. The services of a Professional 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) A Professional 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.

(2) A Professional Architect may be paid professional fees for providing an independent opinion on the works of another Professional 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 a Professional Architect who is a director of a registered corporation from receiving remuneration for services as a director.

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

PART TWO
CODE OF CONDUCT FOR
REGISTERED 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 registered Building Draughtsmen in the interest of the public.

Compliance with Acts and rules.

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

(6) A registered 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 registered 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 registered 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 registered Building Draughtsman or his employees.

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

(3) A registered 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 registered 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 registered 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 registered Building Draughtsman or his practice.

(7) A registered 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 registered Building Draughtsman 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.

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

(11) A registered 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 registered 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 registered 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 registered 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 registered Building Draughtsman's duty to render impartial judgement of contract performance by others.

(15) The services of a registered 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 registered 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.

(2) A registered Building Draughtsman may be paid fees for providing an independent opinion on the works of another registered 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 registered Building Draughtsman who is a director of a registered corporation from receiving remuneration for services as a director.

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

THIRD SCHEDULE

[Rule 29]

PART ONE

CONDITIONS OF ENGAGEMENT OF A PROFESSIONAL ARCHITECT

[Subrule 29(1)]

Professional Architect who carries on business as an architectural consultancy practice.

1. (1) A Professional 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 Professional Architect and the client.

(2) The architectural consultancy services provided by the Professional Architect shall be in accordance with the Architects (Scale of Minimum Fees) Rules 1986.

P.U.(A) 333 /86.

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

Engagement of consultants by client.

2. A Professional 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 Professional Architect.

3. A Professional 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 Professional Architect.

Coordination of consultants' works.

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

Professional 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 Professional Architect shall not be liable for their performance, acts or omissions.

Professional 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 Professional Architect shall be primarily responsible for their performance, acts or omissions.

Client's agreement.

7. (1) A Professional 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. A Professional 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 Professional Architect and is specified in the Memorandum of Agreement or any amendments to such agreement.

Inspection of works.

9. A Professional 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 1986 and where more frequent or constant inspection is considered by the Professional Architect to be necessary, the Professional Architect -

- (a) may recommend to the client the employment of a clerk 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 Professional Architect's employment, where the Professional 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. A Professional 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 Professional Architect with all the necessary information on his requirements for the project to enable the Professional 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 Professional 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 Professional 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 Professional Architect so as not to delay the Professional 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 Professional 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 Professional 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 Professional 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 Professional Architect and the client.

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

Professional Architect to submit accounts.

18. The Professional 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 Professional Architect.

19. In the event that the Memorandum of Agreement between the Professional Architect and the client is terminated for a reason not due to the fault of either party, the Professional 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 Professional Architect shall issue a letter of release to the client and the client shall be entitled to appoint another Professional Architect to continue with the project.

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

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

Entitlement to documents.

21. (1) Where the Professional 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 Professional Architect and the client and the full settlement of all dues or upon the receipt of an acceptable guarantee of payment, the Professional Architect shall deliver to the client copies of drawings, specifications and other documents relating to the project that are in the possession of the Professional Architect.

Mediation.

23. (1) In the event of any dispute between the Professional 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 Professional 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 Professional 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 Professional Architect and the client shall appoint an arbitrator within fourteen days from the date of the notice.

(3) If the Professional 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 Professional Architect and the client.

Death or incapacity of Professional Architect.

25. (1) In the event of the death or incapacity of the Professional Architect who is a sole proprietor, the Professional 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 Professional Architect, make use of all drawings and documents prepared by the Professional 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 REGISTERED BUILDING DRAUGHTSMAN

[Subrule 29(2)]

Services provided by registered Building Draughtsman.

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

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

Engagement of consultants by client.

2. A registered 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 registered Building Draughtsman.

3. A registered 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 registered Building Draughtsman.

Coordination of consultants' works.

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

Registered 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 registered Building Draughtsman shall not be liable for their performance, acts or omissions.

Registered 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 registered Building Draughtsman shall be primarily responsible for their performance, acts or omissions.

Client's agreement.

7. (1) A registered 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 registered 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 registered Building Draughtsman.

Inspection of works.

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

- (a) may recommend to the client the employment of a clerk 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 registered Building Draughtsman's employment, where the registered 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 registered 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 registered Building Draughtsman with all the necessary information on his requirements for the project to enable the registered 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 registered 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 registered 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 registered Building Draughtsman so as not to delay the registered 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 registered 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 registered 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 registered 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 registered Building Draughtsman and the client.

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

Registered Building Draughtsman to submit accounts.

18. The registered 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 registered Building Draughtsman.

19. In the event that the agreement made between the registered Building Draughtsman and the client is terminated for a reason not due to the fault of either party, the registered 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 registered Building Draughtsman shall issue a letter of release to the client and the client shall be entitled to appoint another registered Building Draughtsman to continue with the project.

Copyright in respect of works executed by the registered Building Draughtsman.

Act 332.

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

Entitlement to documents.

21. (1) Where the registered 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 registered Building Draughtsman and the client, and the full settlement of all dues or upon the receipt of an acceptable guarantee of payment, the registered 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 registered Building Draughtsman.

Mediation.

23. (1) In the event of any dispute between the registered 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 registered 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 registered Building Draughtsman and the client, whether arising during or after the rendering of services under an agreement made between the registered 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 registered Building Draughtsman and the client shall appoint an arbitrator within fourteen days from the date of the notice.

(3) If the registered 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 registered Building Draughtsman and the client.

Death or incapacity of registered Building Draughtsman.

25. (1) In the event of the death or incapacity of the registered Building Draughtsman who is a sole proprietor, the registered 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 registered Building Draughtsman make use of all drawings and documents prepared by the registered Building Draughtsman, provided that they are only for the purpose of implementing the project on the site on which the design was originally prepared.

FOURTH SCHEDULE
[Subrule 29(1)]

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

MEMORANDUM OF AGREEMENT
made this day 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 Professional Architect(s) at

* under the style of (name of *sole proprietorship/partnership/body corporate)
.....
(hereinafter called “the Professional 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 Professional 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 Professional Architect to provide architectural consultancy services for the Project subject to and in accordance with the Conditions of Engagement of a Professional Architect as prescribed in the Architects Rules 1996 and the Professional 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 Professional Architect.
2. This Memorandum of Agreement, the Conditions of Engagement of a Professional Architect and the Architects (Scale of Minimum Fees) Rules 1986 shall together constitute the Agreement between the Client and the Professional Architect.
3. In consideration of the Professional Architect providing the architectural consultancy services required, the Client hereby agrees to pay the Professional Architect in accordance with the Architects (Scale of Minimum Fees) Rules 1986.
4. The intervals of payment shall be *monthly / beginning from the commencement of the Professional Architect's appointment.
5. *The amount referred to in subparagraph 8(c) of the Conditions of Engagement of a Professional 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
PROFESSIONAL ARCHITECT

.....
(Signature of Professional
Architect)

In the presence of

Name :
(Witness)

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

.....
(Signature of Witness)

** delete whichever is not applicable*

Made 16 December 2005.
[KKR/U/11/1 Sj. 4 ;PN(PU²)250/II]

Ar. NUR HAIZI BT. ABDUL HAI
President
Board of Architects Malaysia

Approved 19 December 2005

Ar. DATO' SERI S. SAMY VELLU
Minister of Works