



# LEMBAGA ARKITEK MALAYSIA

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## GENERAL CIRCULAR NO. 1/2023

### AMENDMENTS TO THE ARCHITECTS RULES 1996

This General Circular is issued to inform all registered members that the Architects Rules 1996 had recently been amended. The amendments had been gazetted and come into force on 1<sup>st</sup> October 2022.

The main amendments of the Architects Rules are as follows :

1. Rule 11  
**Bank account.** : 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.
2. Rule 16  
**Financial year.** : The financial year of the Board shall end on 31 day of December.
3. Rule 16A  
**Fees.** : (1) The fees as prescribed in Part Two of the First Schedule shall be paid in the form of money order, bank draft, cheque, an electronic fund transfer or any other form as determined by the Board, made payable to 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.

4. Rule 22  
**Application for renewal.**
- : (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 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 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 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 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 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. Rule 29(1)  
**Conditions of Engagement.** : (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
6. Rule 30A (3)  
**Board of Directors of Body Corporate Registered as Architectural Consultancy Practice.** : (3) The Director of a body corporate registered as an architectural consultancy practice having a single director shall be an Architect.
7. **FOURTH SCHEDULE** : FORM A  
PART ONE [Subparagraph 29(1)(c)(i)]
- FORM A MEMORANDUM OF AGREEMENT BETWEEN THE CLIENT AND THE ARCHITECT FOR ARCHITECTURAL CONSULTANCY SERVICES

8. **FOURTH SCHEDULE** :  
PART ONE

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

FORM B

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

Thank you.

By Order of the Board of Architects Malaysia,

  
(Ar. ABD. SHUKOR BIN ISMAIL)  
Registrar

9 January 2023

Distribution :  
All registered members

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 this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

BETWEEN

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

AND

\_\_\_\_\_  
practising 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 the 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, which 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".*