



ARCHITECTS

TERMS OF REFERENCE AND COMPANY POLICIES

1. CONTRACT ENFORCEMENT

- 1.1. All services provided by us on this project will be subject to latest version of the PROCSA client/consultant services Agreement, subject to the schedule. Should you not be familiar with the contents of the agreement, visit www.procsa.co.za to download an electronic copy or inform us in writing and we shall be pleased to furnish you with a copy thereof. Your attention is specifically drawn to the provisions of the agreement dealing with the limitation of liability between the parties in respect of the services to be rendered.

2. PROFESSIONAL INDEMNITY & LIMIT OF LIABILITY

- 2.1. ITOO General & Professional Liability R3 000 000.
- 2.2. The client hereby indemnifies the consultant against all claims by third parties which arise out of in connection with the services which exceed the maximum amount of compensation and for the full amount of any such claims after the liability period. Architects and firm will not be liable for a claim after five years of final completion if the firms design was adhering too as per the Responsibilities stipulated below.
- 2.3. If the client defaults in this regard the firm or employees cannot and will not be liable at all. As per the copyright clause below, documents and drawings resulting from our services are the intellectual property of LCN Architecture cc and are intended for this project only, if used elsewhere without permission and knowledge of the firm and its employees the firm are indemnified of such claim. However, the firm, LCN Architecture cc has a right to claim damages for unethical use of its intellectual property. The client waives any right of action of whatsoever nature it may have against any employee.
- 2.4. Agent or sub-contractor of the LCN ARCHITECTURE CC in respect of any loss or damage it may suffer because of or in connection with the rendition of services.
- 2.5. All liability is limited to 5 years from original appointment date.

3. COPYRIGHT & IP

- 3.1. The consultants retain copyright of all documents prepared by the firm.
- 3.2. Copyright over all project documents prepared by the LCN Architecture shall remain the intellectual property of the firm & any provision to the contrary in terms of the copyright Act No.63 of 1965 is hereby specifically excluded. The client has the right to use of the documents for the sole purpose of their intended use on the project and its specific site.
- 3.3. The client is entitled to hard copies of the design.
- 3.4. The editable copy remains the property of the firm.
- 3.5. Client may use for sole purpose of the project only.
- 3.6. The client is entitled to all non-editable data and information collected only if paid for in full.
- 3.7. Transferred IP to clients must be in written format between members of LCN Architecture cc to client at a agreed cost based on the project value.
- 3.8. No other form of transfer will be accepted.
- 3.9. The client hereby indemnifies the consultant against any claim which may be made against him by any party arising from the use of such document for purposes.
- 3.10. Editable version of these drawings can only be used by the professional team on written request and should be used for this project only.
- 3.11. Editable version will always be retained as sole property of the firm LCN Architecture cc. PDF versions may be requested in writing.
- 3.12. Use of this property for another site will incur Royalties and needs to be negotiated.

4. OUR SERVICE INCLUDES:

4.1.1. Stage 1: Appraisal and Definition of the Project

- 4.1.1.1. Receive, appraise and report on the client's requirements;

4.1.2. Stage 2: Design Concept

- 4.1.2.1. Prepare a conceptual design (in broad outline), as per the briefing requirements showing:
- 4.1.2.2. Intended space provision;
- 4.1.2.3. Planning relationships;
- 4.1.2.4. Materials and services intended;

4.1.3. Stage 3: Design Development

- 4.1.3.1. Define the construction of the buildings;
- 4.1.3.2. Spatially co-ordinate the work designed by other consultants and specialists;
- 4.1.3.3. Review the design with the relevant authorities;

4.1.4. Stage 4: Technical Documentation

4.1.4.1. Stage 4a: Submission Drawings

- 4.1.4.1.1. Prepare electronic drawings suitable for Local Authority submission. Drawings will include all necessary site plans, plans, sections and elevations, and all relevant notes;
- 4.1.4.1.2. Colour submission drawings as per Local Authority requirements;
- 4.1.4.1.3. Fill out all relevant submission forms and acquire all necessary signatures;
- 4.1.4.1.4. Submit, by hand, all relevant submission drawings and documentation;
- 4.1.4.1.5. Respond to referrals subsequent to Local Authority submission;

4.1.4.2. Stage 4b: Tender Drawings

- 4.1.4.2.1. Prepare electronic drawings suitable for tendering purposes, which will include:
- 4.1.4.2.2. Window, door, finishing, sanitary-ware and ironmongery schedules;
- 4.1.4.2.3. General arrangement drawings;
- 4.1.4.2.4. Co-ordination with the relevant design consultants;
- 4.1.4.2.5. Documentation to obtain tenders, adjudicate tenders and make recommendations to the client regarding the preferred tenderer;

4.1.5. Stage 5: Construction Drawings & Contract Administration

- 4.1.5.1.1. Prepare electronic drawings suitable for construction purposes, which will include:
- 4.1.5.1.2. All the necessary construction details;
- 4.1.5.1.3. Co-ordination with the relevant design consultants;

4.1.6. Stage 6: Contract Administration

- 4.1.6.1.1. Site inspection of the works;
- 4.1.6.1.2. Identification of defects;
- 4.1.6.1.3. Issuing of practical and final completion certificates;

5. RESPONSIBILITIES

5.1. ARCHITECTS RESPONSIBILITY

- 5.1.1. The Architect is responsible for the design of your building.
- 5.1.2. We design according to a strict code of ethic by the South African Council of Architects in South Africa.
- 5.1.3. We will not be held liable for the works on site and take no responsibility if we are not appointed to do stage 4.2 to 6
- 5.1.4. We will not be liable for delays due to the Municipality.
- 5.1.5. LCN Architecture will not be held responsible for the refusals that exclude comments from specific departments, e.g., Fire, Health, stormwater etc. However, we will endeavour to circulate to these departments to the best of our ability.
- 5.1.6. The onus is on the owner/client to inform the architect on design **Acceptance or Not** within 14days of presentation. Failure to do so will delay the project schedule.

5.2. ENERGY EFFICIENCY REGULATIONS (SANS 10400: Part XA)

- 5.2.1. In compliance with the newly gazetted SANS10400-Part XA regulations, which govern the Energy consumption of buildings, the Architect is required to design the proposed building, and specify the construction thereof, such that it has an orientation, shading, services, and building envelope achieving below the maximum allowable heating load for such building.
- 5.2.2. Included in this is the requirement that 50% of the annual hot water requirement shall be provided by means other than electrical resistance heating, such as solar heating or heat pumps.
- 5.2.3. The Architect is required to perform a series of calculations for every glazed element in the proposed building to determine the values of heat transfer and heat loss/gain through such element.
- 5.2.4. Should the element not meet its allowable value the Architect is required to change it is dimensions, glazing specification or provide a screening device to achieve overall compliance.
- 5.2.5. The client is therefore to note that once approval has been achieved, any change to any single glazing element will invalidate the local authority approval.
- 5.2.6. The Architect must be consulted on all changes to the design and written approval/confirmation thereof made by the Architect prior to any changes being carried out on site.
- 5.2.7. We will not be liable and will not be able to sign off the certificate if the windows do not comply to our drawings and schedules.

5.3. DRAWING TERMS & CONDITIONS:

- 5.3.1. All levels, details and dimensions shown on drawings are to be checked on site by the appointed building contractor prior to commencement of work.
- 5.3.2. Figured dimensions are to be taken in preference to scaling.
- 5.3.3. Any discrepancies are to be brought to the attention of our studio immediately.
- 5.3.4. The Firm accepts NO responsibility for errors resulting from misinterpretation of the architectural drawings.

5.4. LOCAL AUTHORITY SUBMISSION REQUIREMENTS:

- 5.4.1. The client will be required to sign & complete in full the Submission forms provided by the Architects, provide.
- 5.4.2. a signed copy of the registered Property Title Deeds & the Council Submission Fee for the amount stated.1
- 5.4.3. The Local Authority Process is divided into 2 parts:
 - 5.4.3.1. (1) Town Planning Pre-scrutiny (LUMS)
 - 5.4.3.2. (2) Building Plans Assessment Submission (DAA)
 - 5.4.3.3. (3) Amafa applications where relevant will be billed separately.
- 5.4.4. Allow 30 days for applications less than 500sqm – referral / approval.
- 5.4.5. Allow 60 days for applications greater than 500sqm – referral / approval.
- 5.4.6. Please be aware that the above is usually incomplete from the municipality even if they come back to us in the allotted time. Whilst the plans will be submitted, & referrals / resubmissions attended to as timeously as possible, please note that the architects has NO influence in speeding up the approval process.

- 5.4.7. The client is free to call the Local Authority offices at any time to enquire directly about their plans, by quoting the submission reference number. We encourage you to call our office on the landline twice a month to follow up on the status of plans.

5.5. DEVIATIONS FROM APPROVED PLANS:

- 5.5.1. Should the client wish to make ANY changes to the building design after Local Authority Approval that deviates from the Approved Plans, the client must immediately Discuss changes with the architects to finalise decisions to any deviations being carried out on site.
- 5.5.2. The client will then be responsible for submitting a DEVIATION PLAN to the Local Authority for Re-Approval.
- 5.5.3. This will entail a repeat of the entire process.
- 5.5.4. Additional fees will be charged as per Additional fee clause below.
- 5.5.5. All other professionals may require compensation as well including municipality fees on the additional area and town planning.

5.6. EXCLUSIONS:

- 5.6.1. Land surveys, Conveyances
- 5.6.2. Attorney costs
- 5.6.3. All Submission fees for approvals
- 5.6.4. Other professionals
- 5.6.5. Going to neighbours for signatures

5.7. CONTRACTORS RESPONSIBILITIES:

- 5.7.1. The Contractor, together with his sub-contractors, is solely responsible to the Client for due performance in terms of the Building Contract.
- 5.7.2. LCN Architecture shall use our best endeavour by way of contract administration and Quality control of the Works to guard against delays, deficiencies, or defects on the part of a Contractor but shall not be responsible for, nor give any guarantees regarding the foregoing, nor for the Contractor's operational methods, techniques, sequences, or procedures.
- 5.7.3. If the contractor or the client refuses to follow architects' instructions, we will not carry any liability on the project and reserve the right to terminate our services.

6. LIMITS TO ARCHITECT'S RESPONSIBILITY

- 6.1. CONSULTANTS AND/OR CONTRACTED DESIGN SERVICES
- 6.2. Where the design in relation to the project is undertaken by the client's agents or consultants, the architect shall not be responsible to produce the design solution, nor be liable for performance. Unless otherwise agreed, the architect shall not be liable for fees due to such agents or consultants.

7. FAILURE OF MATERIALS ETC.

- 7.1. The architect shall not be responsible for any material, component, system, or workmanship failing to perform according to the claims of the manufacturers, suppliers, contractors or sub-contractors.

8. CONTRACT ADMINISTRATION

- 8.1. The contractor, together with his sub-contractors, is solely responsible to the client for due performance in terms of the building contract. By way of administration and inspection of the works, the architect shall use his best endeavors to limit delays to and deficiencies or defects in the execution of works. The architect shall not be responsible for the foregoing, nor for the methods, techniques, sequences, or procedures employed by the contractor.

9. SHOP DRAWINGS

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

10. TIME LIMIT TO ARCHITECT'S RESPONSIBILITY

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

11. SUSPENSION / TERMINATION OF THE PROJECT

- 11.1. The client may at any time instruct the architect to suspend / terminate work on the project; this instruction shall be in writing and delivered to the address stipulated herein. Immediately thereafter the architect shall be entitled to be remunerated in full for services rendered and disbursements incurred to date of instruction. Fees for incomplete stages will be calculated pro rata.
- 11.2. In addition, the architect shall be entitled to an administration fee of 7.5% of the amount payable by the client up to and including the date of suspension of the project.
- 11.3. Should work on the project remain suspended for six or more months from the date of suspension the project shall be deemed to be terminated.
- 11.4. Should the work be resumed at any time after suspension of the project, the architect shall increase the overall fee amount for the remainder of the works by 7.5%.

12. TERMINATION OF COMMISSION

- 12.1. Termination of commission may be affected at any time by either party by notification in writing.
- 12.2. Termination shall be deemed to be affected on receipt of such notice.

13. TERMINATION BY CLIENT

- 13.1. Upon termination by the client, the architect shall be paid in full all outstanding fees and disbursements, plus 7.5% of that figure as an administration fee for works complete at that time.
- 13.2. This figure will be pro rata for incomplete phases.

14. TERMINATION BY THE ARCHITECT

- 14.1. Upon termination by the architect the terms of the above shall apply, except that the architect will only be entitled to fees and disbursements related to their services rendered up to the date of them.
- 14.2. notice of termination and no additional amount shall be due.

15. TENDERS EXCEEDING ESTIMATES

- 15.1. Whilst the architect undertakes to use its best endeavors to adhere to the approved estimate/budget it is unable to guarantee that tenders will not exceed the estimate/budget and accepts no liability in this regard.
- 15.2. There may be unexpected cost that occur only when a project is unpacked.
- 15.3. Architects cost that occur due to unforeseen site conditions.

16. ABORTIVE

- 16.1. Scope of work changes from the agreed brief. The scope of work tolerance is an average of 15%.
- 16.2. Non-Payment of an invoice for more than 7 days.
- 16.3. Project cannot be done.
- 16.4. Municipality objections.

17. PREVENTION OF PERFORMANCE

- 17.1. Should either the client or architect be prevented by a cause beyond their control from performing their obligations in terms of this agreement, it may be terminated without prejudice to the accrued rights of either party against each other.
- 17.2. Where the architect is appointed as sole or principal agent, he shall have the sole authority to issue instructions to the contractor in terms of the building contract.
- 17.3. If the architect is employed as the principal agent, instructions to other consultants and other agents shall be given through the architect. Failure to conform to this will prevent our performance.

18. SUPPLEMENTARY/ ADDITIONAL SERVICES

- 18.1. If scope of work changes Client will have to agree to a revised brief and a fee to each item in the quote.
- 18.2. Where there is no agreement in place work will be billed separately as per Time charge fee below.
- 18.3. Repeat submissions to Town planning and NBR submission, due to owner delays will be billed separately as per Time charge fee below.
- 18.4. Subject to discoveries such as pre-existing issues and defects, Additional fees may be charged based on issues that was not under our control.
- 18.5. Any illegal structures / conversions (without approved plans) will be charged for separately.
- 18.6. Basic services included in this document.
- 18.7. Any additional services required due to the fault of LCN Architecture will be rendered free of charge.
- 18.8. We will not be liable for work carried out on site without authorisation.
- 18.9. Basic Town planning services included only. All other services could be done by us or outsourced as on an agreed fee.

19. ADDITIONAL INFORMATION:

- 19.1. Local Authority Submission fees
- 19.2. The relevant Local Authorities will require a fee for the submission of building plans, signage applications etc. Fees vary in accordance with the scope of work.
- 19.3. You will need to make out a Bank Guaranteed cheque for the required amount which we will then pay to the Local Authorities when we submit the drawings and documentation.

20. Title deeds and S.G diagram

- 20.1. We will require a copy of the Title deeds as well as the Surveyor General diagram (S.G) for your property. The S.G diagram is a site plan on an A4 page showing all the beacon and boundary coordinates and dimensions. If you don't have the S.G diagram we can attain it from the Surveyor General's office in Pietermaritzburg. We may need a letter, granting us permission to do so.

21. Appointment of a Registered Professional Structural Engineer

- 21.1. Any building plan submission to the Local Authorities needs to be endorsed by a registered Structural Engineer. The Structural Engineer will take responsibility for the relevant structural aspects of the design, including foundations, concrete floor slabs, retaining wall etc.
- 21.2. You will need to appoint an Engineer. We can make recommendations in this regard if you so require.

22. Appointment of a Registered Professional Geotechnical Engineer

- 22.1. Certain Local Authorities, such as Hillcrest, also require a Geotechnical Report to be submitted. If this is a requirement then you will need to appoint a Geotechnical Engineer. He will then do all necessary soil tests, evapo-transpiration design etc.
- 22.2. We can make recommendations in this regard if you so require.

23. Appointment of a Registered Professional Land Surveyor

- 23.1. When plans are submitted and approved by the Local Authorities, the building inspector invariably stipulates that the boundary beacons be exposed or verified by a professional Land Surveyor. This is to ensure that all building work is done within the relevant boundaries. A survey indicating contours at 1m intervals will be required to enable the architect to design the new buildings. You will need to appoint a Land Surveyor; we can make suitable recommendations if you so wish.

24. Appointment of a Registered Professional Quantity Surveyor (Q.S)

- 24.1. The appointment of a Q.S is not essential on a smaller, less complicated project but is advised, and considered imperative, on a bigger project. The Quantity Surveyor's primary functions are that of cost control and financial advisor. This includes the preparation of either a Lump Sum contract document or a comprehensive Bill of Quantities.

- 24.2. The fees incurred by the appointment of a Q.S are usually well worth it as cost control of a building contract can be onerous.
- 24.3. When a Bill of Quantities is prepared, the Q.S is able to verify very accurately the monthly contractor's payment certificates.

25. Appointment of a Registered Professional Fire Protection Engineer

- 25.1. With the use of Thatch as a roofing material, the Local Authorities require a Rational Fire Design Report to be submitted with the submission plans when requesting approval. We can make recommendations in this regard if you so require.

26. ARCHITECTURAL COSTING

- 26.1. Fee to be accepted online as per online quotation in main thread.

27. DISBURSEMENTS

Travel	@ R 9.00 / km
A1 computer original plots (other size plots part thereof)	@ R 70.00 each
A1 prints monochrome	@ R 40.00 each
A3 prints monochrome	@ R 1.00 each
A3 prints colour	@ R 15.00 each
A4 prints monochrome	@ R 1.50 each
A4 prints colour	@ R 7.50 each
Acquiring plans from Local Authorities	@ R 90.00 each

28. 3D RENDERS AND VIDEOS:

- 28.1. Please note that only basic shaded 3D sketches are included with the sketch design drawings.
- 28.2. Photorealistic 3D renders are not included in this fee
- 28.3. Estimated costing starts from R 7,500.00 ex vat. for the first image depending on the size of project.
- 28.4. Additional images from R1500 ex vat. depending on size of project
- 28.5. Videos fly throughs from R15 000 for 2min video including intro's and credits.

29. ACCOUNTS

- 29.1. All fees quoted exclude Local Authority Fees, **other** Professional Fees, and disbursements.
- 29.2. Invoices will be issued after the completion of each stage, payable on presentation of invoice.
- 29.3. We allow 7 days in which to settle the outstanding amount from date of invoice.
- 29.4. Should there be a query on an invoice please raise this prior to the invoice becoming overdue.
- 29.5. Payment for subsequent stages may also be requested in advance.
- 29.6. Work on overdue accounts may be suspended without notice at the sole discretion of LCN Architecture.
- 29.7. LCN Architecture shall not be responsible for any delays caused by late payments, nor for any damages arising thereof.
- 29.8. Interest on overdue accounts shall be charged at 2% per month. Should legal action be necessary, all legal costs incurred in recovering debts which include attorney/client and attorney/attorney costs, will be for the client's account.
- 29.9. Signing up fee as per schedule.
- 29.10. Submission fees due to Local Council to your account
- 29.11. On acceptance of quotation, this document becomes the contract & an invoice will be sent for deposit.
- 29.12. Engineer's fees to your account – SANS 10400 structural, foundation report, sewer, storm water report.

30. ONLINE PURCHASES

- 30.1. All plans are purchased at customers risk.
- 30.2. The cost of purchase is non refundable.
- 30.3. These plans can be used for construction after local authority approval and an engineers supervision and sign off.
- 30.4. Plans will need to be edited to suit individuals' site and survey.
- 30.5. All plans are to engineers' details.
- 30.6. Suggested north point and sewer shown but needs to be related to the individual's site.
- 30.7. If you do not have someone who will help you with this, we are happy to assist with changes for the submission process at a discounted rate.

- 30.8. LCN Architects are selling these plans as a charitable courtesy for the low-income community and will not be responsible for any errors or omissions.
- 30.9. Developers and students welcome to purchase for their projects as a steppingstone to further their ideas.
- 30.10. None of these plans are meant to be resold and are copywrite of LCN Architects.
- 30.11. If plans are to be reused more than once, the company will need to be contacted for permission and royalties. Alternatively, rule of thumb, one plan per building. For every building you build you need to build buy one plan ratio.
- 30.12. Disclaimer on all drawings to be adhered to as well.
- 30.13. Corner beacons to be located by a qualified land surveyor, exposed and plans approved before work on site commences.
- 30.14. LCN Architecture cc. will not be responsible in the delays of approval of plans by local authorities.
- 30.15. Contractor to check all dimensions and levels (schedules and details) before the relevant work is placed in hand and report any discrepancies to the LCN ARCHITECTURE cc.
- 30.16. All reinforced concrete, slab, foundations, columns details, beams, stairs, structural steel work and retaining walls are to be built strictly in accordance with professional engineers' details and under his supervision.
- 30.17. Contractor to ensure that no changes in levels are made over local Authority servitudes or underground services unless permission has been given in writing by local authority.
- 30.18. All purchases are final and solely on the risk of the purchaser.
- 30.19. Only licensed professional may submit our plans.