

CHAPTER 525

THE ARCHITECTS AND QUANTITY SURVEYORS ACT

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THE ARCHITECTS AND QUANTITY SURVEYORS BY-LAWS

[Legal Notice 420 of 1959, Legal Notice 18 of 1962, Legal Notice 378 of 1964, Legal Notice 122 of 1968, Legal Notice 87 of 1977, Legal Notice 193 of 1979, Legal Notice 69 of 1984, Legal Notice 380 of 1994, Legal Notice 45 of 2011]

1. Short title

These By-laws may be cited as the Architects and Quantity Surveyors By-laws.

2. Interpretation

In these By-laws, unless the context otherwise requires—

"Board" means the Board of Registration of Architects and Quantity Surveyors established under section 4 of the Act;

"register" means the register required to be kept by the Board under the provisions of section 6 of the Act;

"Registrar" means the person for the time being appointed under by-law 11 to be Registrar of the Board.

CONSTITUTION, POWERS AND PROCEDURE OF BOARD**3. Vacancies on Board**

The office of a member of the Board shall become vacant—

- (a) on the expiry of three years from the date of appointment, provided that the person vacating office shall be eligible for re-appointment;
- (b) on the withdrawal by the Minister of, or the withdrawal of the approval of the Minister to, his nomination as a member of the Board;
- (c) on the acceptance by the Board of his resignation, such resignation having been made in writing addressed to the Chairperson of the Board;
- (d) if being a person registered under the Act he ceases to be so registered;
- (e) if he absents himself from three consecutive meetings of the Board without the Board's consent, and upon any such vacancy occurring it shall be filled in accordance with subsection (2) of section 4 of the Act.

[L.N. 380/1994, s. 2.]

4. Vice-Chairperson

(1) The Board shall elect a vice-Chairperson from one of its members, who shall be either a member of the East Africa Institute of Architects or a Quantity Surveyor member of the Kenya Branch of the Royal Institution of Chartered Surveyors.

(2) The Chairperson, or in his absence, the vice-Chairperson shall preside at all meetings of the Board and in the absence of the Chairperson and the vice-Chairperson at any meeting the Board shall elect from amongst those present, a member to act as Chairperson.

5. Meetings

Meetings of the Board shall be convened not less frequently than once in every month at such places and times as it shall determine.

6. Convening of meetings

(1) All meetings of the Board shall be convened (1) by the Chairperson or failing him the vice-Chairperson.

(2) Except in the case of emergency, seven clear days' notice of a meeting shall be given.

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(3) A special meeting of the Board may be called upon the requisition of any two members of the Board; every such requisition shall be addressed to the Chairperson and notice calling such special meeting shall be given within seven days of the date of receipt of such requisition by the Chairperson.

7. Procedure at meetings

The Chairperson or other person presiding at any meeting of the Board shall decide all matters of procedure arising thereat and his decision shall be final.

8. Voting

All acts of the Board shall be decided by a majority of the members present and voting, and in the event of an equality of votes the person presiding shall be entitled to a second or casting vote.

9. Committees

(1) The Board shall have power to appoint committees of their own number or otherwise, and any such committee may co-opt nominees of the East Africa Institute of Architects or the Kenya Branch of the Royal Institution of Chartered Surveyors or such other person or persons as the Board may approve.

(2) The Board may adopt, amend or otherwise deal with reports of such committees.

10. Minutes

Minutes of all resolutions and proceedings of the Board and committees thereof shall be recorded in proper books to be provided for the purpose.

11. Registrar and other officers

The Board shall appoint a Registrar and such other officers and servants as it thinks fit and the Registrar and such officers and servants (if any) shall perform such duties and be subject to such terms and conditions of employment as the Board shall from time to time resolve.

12. Communications

All communications to the Board shall be addressed to the Registrar at the postal address of the Board.

13. Authentication of documents not under seal

Every document of the Board not required by law to be under seal shall be sufficiently authenticated by the signature of the Registrar or of the Chairperson or vice-Chairperson.

COMMON SEAL

14. Style

The common seal of the Board shall be in the form illustrated in the First Schedule hereto and shall be kept in the custody of the Registrar.

15. Affixing the seal

The seal shall only be affixed to a document under the authority of the Board and in the presence of the Chairperson or vice-Chairperson and of two other members of the Board and of the Registrar, and the affixing of the seal shall be attested accordingly.

16. Documents bearing seal

Any document bearing the seal of the Board and attested as aforesaid shall be sufficient evidence of the act of the Board.

ACCOUNTS**17. Books of account**

The Board shall keep proper books of account which shall be audited annually as the Board shall direct and a balance-sheet shall be prepared annually.

18. Disbursements

All disbursements from the funds of the Board shall be submitted to the Board for approval before such payments are made.

19. Banking

All moneys received on account of the Board shall be payable to an account in the name of the Board at such bank as the Board shall direct and no money shall be paid out except by the direction of the Board and by a cheque drawn by the Registrar and countersigned by the Chairperson or in his absence the vice-Chairperson or some other member specially appointed by the Board.

20. Investments

The Board shall cause any accumulated funds to be invested from time to time in such manner as the Board may decide.

21. Expenses of members of the Board

The Board may pay out of its funds a first-class air or railway fare or reasonable transport expenses and subsistence allowance to any member of the Board who may be authorised by resolution of the Board to visit any place in the course of his duties as a member of the Board.

REGISTER**22. Provision and custody of register**

The register shall be retained in the custody of the Registrar who shall make all necessary entries therein; it shall be divided into two parts, namely a register of architects and a register of quantity surveyors.

23. Publication of register entries

The Board shall from time to time publish all entries into and suspensions or deletions from the register in the *Gazette* and in such other manner as it may deem fit.

24. Copies of entries in register

(1) The Registrar may supply a copy of any entry in the register upon payment of such fee as the Board may prescribe.

(2) The Registrar may, from time to time upon the instructions of the Board, compile a certified list of registered persons, copies of which may be supplied upon application and payment of such fee as the Board may prescribe.

APPLICATION FOR REGISTRATION**25. Method of application**

(1) Every application for registration under the Act shall be made in writing in the English language to the Registrar and shall be in the appropriate form set out in the Second Schedule hereto accompanied by the prescribed fee.

(2) Every application for registration shall state the qualifications upon which the application is based.

26. Consideration of applications

(1) Every application shall so far as is practicable be brought before the Board at the next meeting after the receipt thereof.

[Subsidiary]

(2) An application may be referred to a committee of the Board and the report of such committee shall be considered by the Board at the next meeting after the receipt of the report.

27. Board may call for further information

An applicant for registration shall furnish the Board with such further information and such corroborative evidence of the particulars given in his application as the Board may consider necessary for the purpose of considering the application, and the Board may call upon the applicant to attend a meeting of the Board at his own expense:

Provided that nothing herein contained shall prevent the Board from acting upon further or other evidence which may prove the incorrectness of any statement made in such application or on such attendance.

28. Withholding information

Should an applicant without good cause refuse to furnish any further information which the Board may call for or fail to attend personally a meeting of the Board after receiving due notice, the Board may refuse to consider further the application.

29. Decision

The decision of the Board on an application for registration shall be communicated to the applicant by letter addressed to him at the postal address appearing on his application form.

REGISTRATION AND REGISTRATION CERTIFICATES

30. Change of address

Every person whose name is entered in the register shall keep the Registrar informed of any change of address and the Registrar shall amend the register accordingly.

31. Issue of registration certificate

Upon the completion of the entry of a name in the register a certificate of registration which shall bear a serial number corresponding to the number of the entry in the register applicable shall be duly completed and the common seal impressed thereon, and the entry in the register shall be similarly attested, and the certificate (which shall remain the property of the Board) shall thereupon be delivered to the registered person. Every certificate of registration shall be in the appropriate form set out in the Third Schedule hereto.

32. Removal of a name from the register

The name of a registered person may be removed from the register upon the instructions of the Board in the event of the death of the registered person or upon the written application of the registered person, or by the order of the High Court in accordance with section 13 of the Act.

33. Endorsement of register on removal of a name

In the event of the suspension of a registered person or the removal of the name of a registered person from the register for any cause, the register shall be suitably endorsed by the Registrar, and the Board shall publish in the *Gazette* a notice of such suspension or removal.

34. Certificate to be returned to the Board

Upon the suspension of a registered person or the removal of the name of a registered person from the register such person shall forthwith deliver up his registration certificate to the Board.

35. Power to sue for return of certificate

Should a certificate not be returned in accordance with by-law 34 upon demand by registered letter to the last known address of the person to whom the certificate relates, the Board shall have power to take legal action for the recovery thereof.

36. Method of dealing with returned certificates

Upon the return of a certificate of registration the Board shall—

- (a) in the case of suspension, hold the certificate until the person to whom it relates has been reinstated;
- (b) in the case of a person whose name is removed from the register for reasons other than death, cancel the certificate;
- (c) in the case of a deceased person endorse the certificate with a note of the death and thereafter may return the certificate to the representative of the deceased person if so requested.

37. Loss or destruction of a certificate

In the event of a registered certificate being lost or destroyed and such loss or destruction being proved to the satisfaction of the Board, a duplicate of such registration certificate may be supplied to the registered person upon payment of a fee of forty shillings.

CONDITIONS OF ENGAGEMENT AND SCALE OF PROFESSIONAL CHARGES FOR ARCHITECTS**38. Fourth Schedule to apply**

Subject to the provisions of the Act and of these By-laws, the Conditions of Engagement and the Scale of Professional Charges shall be those contained in the Fourth Schedule to these by-laws as from time to time amended or reproduced by the Board.

CONDITIONS OF ENGAGEMENT AND SCALE OF PROFESSIONAL CHARGES FOR QUANTITY SURVEYORS**39. Fifth Schedule to apply**

Subject to the provisions of the Act and of these By-laws, the Conditions of Engagement and the Scale of Professional Charges shall be those contained in the Fifth Schedule to these by-laws as from time to time amended or reproduced by the Board.

40. Scale of charges to be published

It shall be the duty of the Registrar to publish in the *Gazette* at intervals of not more than five years the scale of charges referred to in by-laws 38 and 39, and with the minimum of delay to publish in the *Gazette* from time to time any revisions made to that scale.

ARTICLED PUPILS**41. Board to be notified of conditions of articles**

A registered architect or quantity surveyor proposing to receive an articulated pupil shall immediately inform the Board of the name and address of such pupil together with full particulars of his articles of pupilage.

42. Articles to conform with conditions approved by the Board

All articles of pupilage shall contain conditions relating to the obligations of pupil to principal and principal to pupil, the period of pupilage and the consideration for which the principal shall undertake to receive a pupil and which shall be made or allowed to the principal by the parent or guardian of the pupil and all such conditions shall be submitted to and be approved by the Board.

43. Completion or cancellation of articles to be notified and endorsed by the Board

(1) A registered architect or quantity surveyor shall notify the Board of the completion or cancellation of a pupil's articles of pupilage. In the event of cancellation the principal shall inform the Board of the reason therefor.

(2) Upon completion or otherwise all articles of pupilage shall be endorsed by the Board.

[Subsidiary]

EXAMINATIONS**44. Powers of the Board**

The Board may from time to time formulate a syllabus for and cause examinations to be held in respect of—

- (a) candidates for registration;
- (b) preliminary, intermediate and final stages for persons training in Kenya.

UNPROFESSIONAL CONDUCT**45. Definition of "unprofessional"**

(1) The Board may declare any general course of conduct to be unprofessional conduct or professional misconduct (which expressions are used synonymously).

(2) Unprofessional conduct or professional misconduct in relation to a charge against a registered person shall be conduct which the Board deems after due inquiry to be such.

(3) In particular and not exclusively and without derogation of the powers of the Board under paragraphs (1) and (2) of this by-law, an architect or quantity surveyor may be deemed by the Board to be guilty of unprofessional conduct or professional misconduct if he—

- (a) engages directly or indirectly in any of the building trades, either as principal (except as owner of the building to be erected) or in a salaried capacity or practice as an auctioneer, house agent, manufacturers' agent or any other commercial undertaking inconsistent with the profession of an architect or of a quantity surveyor:

Provided that nothing herein shall be deemed to prevent an architect or a quantity surveyor from announcing land or sites or premises for sale or letting in connection with an estate to which he has been appointed surveyor;

- (b) accepts any work which involves the giving or receiving of discounts or commissions;
- (c) accepts any discount, gift or commission from contractors or tradesmen whether employed upon his work or not;
- (d) owns or has a commercial interest, either as a director of a company or as a consultant or adviser or as a shareholder in any material, device or invention used in a building without first informing his client thereof and obtaining his sanction before specifying the use of it in works under his direction;
- (e) advertises or publicly offers his services by means of circulars or otherwise or make paid announcements in the press except to publish in the press and notify his correspondents by post once of any change of address, opening of a new firm or branch office or alterations in the partnership or constitution of a firm;
- (f) gives monetary consideration for the insertion of illustrations and descriptions of his work in the press or allow illustrations and descriptions of his work to be used by the publishers for extorting advertisements from unwilling contributors;
- (g) exhibits his name outside his office and on buildings in course of construction, alteration or extension in an ostentatious way or in lettering more than two inches in height;
- (h) issues any drawings, specifications, bills of quantities, certificate or final account unless the same bear his name or signature;
- (i) except as provided by by-law 45A hereof shares or agrees to share fees or enter into partnership in regard to architectural or quantity surveying work with any person not registered:

Provided that nothing herein shall be deemed to prevent an architect from entering into partnership with a quantity surveyor;

- (j) takes part in any architectural competition limited or otherwise, unless the conditions thereof have been approved by the Board of Registration of Architects and Quantity Surveyors and conform to the regulations governing promotion and conduct of architectural competitions as laid down by the Royal Institute of British Architects in so far as they apply;
- (k) attempts in any way to secure work for which a competition has been instituted, except as competitor and in accordance with the conditions of that competition until the conditions of the competition have ceased to be operative;
- (l) attempts to influence unfairly or dishonourably whether directly or indirectly the award in a competition;
- (m) acts as architect or joint architect for a work which is or has been the subject of a competition in which he is or has been engaged as assessor;
- (n) as an assessor acts as a consulting architect unless he has been appointed as such prior to the inception of the competition, provided always that he may act as arbitrator in any dispute between the promoters and the selected architect;
- (o) in the case of a quantity surveyor wilfully destroys his original dimensions, abstracts, draft bill and any other documentary evidence necessary to verify his bill of quantities until twelve months after the final completion of the contract and the settlement of all accounts;
- (p) attempts to supplant another architect or quantity surveyor or to compete by means of reduction of fees or by other inducement;
- (q) knowingly proceeds with the work which was previously entrusted to another architect or quantity surveyor before communicating with the architect or quantity surveyor previously employed and enquiring and ensuring the fact that his engagement has been terminated;
- (r) deviates from by charging less than the charges laid down in the Fourth Schedule or the Fifth Schedule to these by-laws without notifying the Board of his intention to do so and the reasons for and extent of such deviation and receiving the Board's sanction thereto;
- (s) undertakes or accepts instructions for professional work on the basis that if a successful result is not attained a reduction of the fee laid down in the Scale of Charges will be made or that no fee will be charged;
- (t) obtains or attempts to obtain architectural or quantity surveying work by means of offering or paying monetary or other valuable consideration or inducement to any person or persons or by any other improper means;
- (u) acts other than in an impartial manner between the employer and the contractor or interprets the conditions of a contract other than with entire fairness as between all parties to the contract;
- (v) pays another registered person less than the fees set forth in the Fourth Schedule or the Fifth Schedule to these by-laws;
- (w) knowingly contravenes the provisions of the Act or of these by-laws or makes a false declaration in his application for registration;
- (x) conducts himself in a manner which the Board may deem incompetent, dishonourable or grossly negligent in connection with the work performed by him as an architect or quantity surveyor;
- (y) defaults in respect of payment of any moneys due by him to the Board.

(4) A registered person will be held responsible for the acts of members of his staff so far as they relate to matters coming within the scope of subparagraphs (a) to (x) inclusive of paragraph (3) of this by-law.

[L.N. 18/1962, s. 2, L.N. 378/1964, s. 2.]

[Subsidiary]

45A. Approval of partnership

(1) The Board may approve the entry into partnership of a registered person with an unregistered person.

(2) Approval of any partnership as aforesaid is subject to the responsibility of the registered partner for acts of the unregistered partner which would be unprofessional conduct if he were a registered person.

(3) The Board may from time to time either generally or in relation to any application impose further conditions for the approval of a partnership.

(4) The Board may at any time withdraw its approval to the partnership of a registered person with an unregistered person if it finds after due inquiry that continued partnership is no longer in the interests of the profession by reason of conduct of the unregistered partner in a matter outside the practice of an architect or quantity surveyor.

(5) Inquiry under paragraph (4) of this by-law shall be conducted as far as possible in accordance with by-laws 46 to 52 inclusive save that both the registered and the unregistered partner shall be given notice of the grounds of the complaint.

[L.N. 378/1964, s. 3.]

INQUIRY INTO CONDUCT OF ARCHITECTS AND QUANTITY SURVEYORS

46. Institution of inquiry

(1) Inquiry into the conduct of a registered person may be instituted by the Board upon the Board's initiative or upon complaint addressed to the Board in writing, made by or on behalf of any person alleging unprofessional conduct on the part of a registered person.

(2) The Board may conduct such inquiry or may refer the inquiry to a subcommittee appointed by the Board for the purpose.

47. Complainant to file particulars on affidavit if required

The Board may require the complainant to file further particulars of any of the matters complained of and may require the complaint or any part thereof to be verified by affidavit.

48. Person complained of to be notified

Upon receipt of a complaint against a registered person, the Board shall notify the person complained of, giving the grounds of the complaint, under cover of registered letter, sent to his last address acknowledged by the Registrar.

49. Person complained of to file explanation

The Board may call upon the person whose conduct is complained of or is under investigation to file, within ten days thereafter, an explanation in answer to the complaint and may require such explanation to be verified by affidavit.

50. Person complained of to appear in person and produce documents

The Board may summon before it any registered person against whom any complaint may be lodged or whose conduct may appear to the Board to require investigation or order such person to appear before a subcommittee appointed for the purpose of investigation and may call upon such person to produce any document, contract, book, paper, drawing, specification, quantities or other writing in his possession or under his control in any way relating to or concerning the complaint or matter under investigation and may hear any evidence and inspect any document which the complainant or the party complained against may desire to adduce.

51. Right of person complained of to appear before Board

The person against whom the complaint is made shall have the right to appear before the Board and to be heard either personally or through his advocate and may call such evidence and produce such documents as may be relevant.

52. Failure of person complained of to appear at inquiry

Should such person not appear or not file such explanation as provided in by-laws 49 and 50 the inquiry may be proceeded with forthwith.

53. Board's action on completion of inquiry

The Board having inquired into the alleged misconduct of any person may—

- (a) take no further action; or
- (b) caution the person; or
- (c) inflict a fine, not exceeding £100 on the said person; or
- (d) apply to the High Court in the terms of section 13 of the Act and thereupon act accordingly.

[L.N. 18/1962, s. 3.]

FIRST SCHEDULE

[By-law 14]

COMMON SEAL OF THE BOARD OF REGISTRATION
OF ARCHITECTS AND QUANTITY SURVEYORS



SECOND SCHEDULE

[By-law 25]

FORM OF APPLICATION FOR REGISTRATION



REPUBLIC OF KENYA
THE ARCHITECTS AND QUANTITY SURVEYORS ACT

Architects and Quantity Surveyors

[Subsidiary]

(Cap. 306)

THE ARCHITECTS AND QUANTITY SURVEYORS BY-LAWS, 1959

To the Registrar, Architects and Quantity Surveyors Registration Board, P.O. Box 866, Nairobi.

Name in full..... All information to be printed in the English language.

Title (Mr., Mrs. or Miss, etc.).....

University and/or professional affixes..... language.

Postal address

Location of office

Age last birthday Nationality

I, the undersigned, hereby apply to have my name as given above entered in the Register of Architects/Quantity Surveyors*.

* Delete as necessary.

I enclose a remittance of one hundred shillings for payment in accordance with clause 1 (a) of the Sixth Schedule to the by-laws and further undertake to pay annual renewal fees as required by the said Schedule if my application is accepted.

(1) State if I was to (2)..... "pupil" or (1).....

"assistant". of..... from.....

(2) Give name until..... and (1).....

and address to of.....

of Principal. (2).....

from..... until.....

and to (2).....

(1).....

of..... from.....

until..... and (1).....

to of.....

(2).....

from..... until.....

State in what capacity. Not more than four. During the above periods I was engaged upon the following completed works :—

.....

I desire to give the following information regarding my qualifications :—

.....

I have passed the following examinations : —

.....

I append the names and addresses of the following persons to whom reference may be made :—

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

Have you ever submitted previously an application for registration?

I hereby declare that the foregoing statements are true in every respect and that I have read the Ordinance and the by-laws and understand that, if registered, I shall be bound thereby and by any amendments thereto so long as my name remains in the Register.

Signature of applicant

Date

For office use only.

Deposit receipt No..... Registered

No.

Candidate notified..... Approved by the Board

THIRD SCHEDULE

CERTIFICATE OF REGISTRATION

[By-law 31.]

Architects

THIS IS TO CERTIFY

that

.....

is registered as an

ARCHITECT

in terms of the Architects and Quantity Surveyors Act.

In witness whereof the Common Seal of the Board of Registration of Architects and Quantity Surveyors is hereunto affixed this day of, 20.

..... Chairperson

..... Member

..... Member

.....

Registrar

Registered Serial No.

CERTIFICATE OF REGISTRATION

Quantity Surveyors

THIS IS TO CERTIFY

that

.....

is registered as a

[Subsidiary]

QUANTITY SURVEYOR

in terms of the Architects and Quantity Surveyors Act.

In witness whereof the Common Seal of the Board of Registration of Architects and Quantity Surveyors is hereunto affixed this day of, 20

..... Chairperson

..... Member

..... Member

.....

Registrar Registered Serial No.

FOURTH SCHEDULE

CONDITIONS OF ENGAGEMENT AND SCALE OF PROFESSIONAL CHARGES FOR ARCHITECTS

[By-law 38, L.N. 18/1962, s. 4, L.N. 122/1968, s. 2, L.N. 193/1979, s. 2.]

PART 1 - CONDITIONS OF ENGAGEMENT

A.1 Responsibilities

(a) Architects in Kenya are governed by the Architects and Quantity Surveyors Act (Cap. 525) and by the by-laws made thereunder.

(b) The work of an architect is to advise his clients, study their needs, to prepare, direct and co-ordinate design and to supervise works executed under a building contract.

(c) The employment of consultants shall be at the architect's discretion in agreement with the client. Where consultants are employed, the architect shall be responsible for the direction and integration of their work. Consultants shall be responsible for the detailed design and supervision of the work entrusted to them.

(d) The architect may also nominate specialist sub-contractors for the design and execution of any part of the work. He shall be responsible for the direction and integration of their design, and for the supervision of their work in accordance with paragraph (h) of this clause.

(e) The work done by an architect in fulfilment of these responsibilities is described in Part 3 of this Schedule.

(f) The architect shall not initiate or proceed with any stage of his duties without the authority of the client. He shall not make any material deviation, alteration, addition to or omission from the approved design without the knowledge and consent of the client, except as provided in paragraph (g) of this clause.

He shall inform the client if the total authorized expenditure is likely to be exceeded and if the contract period is likely to be varied.

(g) Notwithstanding the provisions of paragraph (f) of this clause, the architect may authorize material changes in design if they are necessary for constructional reasons, provided that the client is informed without delay.

(h) The architect shall give such periodic supervision and inspection as may be necessary to ensure that the works are being executed in general accordance with the contract; constant supervision does not form part of his normal duties.

(i) Where more frequent or constant inspection is required a Clerk of Works shall be employed. He shall be nominated or approved by the architect, and be under the architect's direction and control. He shall be appointed and paid by the client or alternatively may be

employed by the architect who shall be reimbursed in accordance with paragraph (a) of clause H.4 of this Schedule.

(j) Where the employment of a resident architect is agreed he shall be employed by the architect who shall be reimbursed in accordance with paragraph (a) of clause H.4 of this Schedule.

A.2 Remuneration

(a) Architects in Kenya are required to uphold and apply the Scale of Professional Charges published by the Board. The remuneration of the architect shall therefore be in accordance with the Scale and Conditions specified herein, unless a higher charge is agreed between the architect and client when the former is commissioned.

(b) The Scale of Charges does not include any remuneration for works performed by Quantity Surveyors, or by Civil, Structural, Electrical or Heating and Ventilating Engineers, or for any other work normally performed by specialist consultants. Where any work which would normally be performed by a specialist consultant is performed by the architect's own staff, other than work provided for in Part 6 of this Schedule, then subject to prior agreement by the client, a fee shall be charged in accordance with the Scales of Fees of the Association of Consulting Engineers or other appropriate Professional Association.

(c) When consultants are employed, subject to paragraph (c) of clause A.1, they may be appointed and paid by the architect, who shall be reimbursed by the client for such payments, or appointed and paid by the client.

(d) Where work done by a client results in the omission of part of the normal service described in Part 3 of this Schedule, a commensurate reduction in fees may be made by prior written agreement, provided such an agreement schedules in detail the work to be done by the client which would otherwise have formed part of the normal service by the architect.

(e) The architect's charges do not include any remuneration for quantity surveying.

(f) Where the services of more than one profession are provided by a single firm or consortium, fees shall be the same as if such services were provided independently. Any consolidated fees shall therefore be the sum of the appropriate fees for the individual professional services rendered.

(g) Where an architect is commissioned by the Government of Kenya to undertake professional work in accordance with the special Scale of Charges agreed between Government and the Profession, the architect shall not be bound to adhere to the Scale specified herein, except in regard to any matter not described in the said special Scale.

A.3 Termination of Engagement

(a) An engagement entered into between the architect and the client may be terminated at any time by either party on the expiry of reasonable notice, when the architect shall be entitled to remuneration in accordance with clause B.10 of this Schedule.

A.4 Copyright

(a) Copyright in all drawings and in the work executed from them will remain the property of the architect unless a specific contract is entered into for the sale of such a copyright and except for drawings and work for the Government of the Republic of Kenya as provided for in section 6 of the Copyright Act (Cap. 130).

A.5 Interpretation

(a) Any question arising out of the Conditions of Engagement and Scale of Professional Fees and Charges may be referred by architect or client to the Board for advice at any time, provided always that any difference or dispute between them shall be determined in accordance with paragraph (a) of clause A.6 or clause A.7 of this Schedule.

A.6 Disputes

[Subsidiary]

(a) Any difference or dispute may by agreement between the parties be referred to the Board for an opinion, provided always that such an opinion is sought on a joint statement of undisputed facts, and the parties undertake to accept it as final.

A.7 Arbitration

(a) Where any difference or dispute arising out of the Conditions of Engagement and Scale of Professional Fees and Charges cannot be determined in accordance with paragraph (a) of clause A.6, it shall be referred to arbitration by a person to be agreed between the parties, or failing agreement within fourteen days after either party has given the other a written request to concur in the appointment of an arbitrator, to a person to be nominated at the request of either party by the President of the East Africa Institute of Architects.

PART 2 - THE CALCULATION OF FEES AND CHARGES

B.1 This part first sets out the various kinds of fees and charges, and then deals with the details of their calculation. It may prove convenient to turn to Part 3 of this Schedule after reading clause B.2, and to refer back to the remaining clauses in Part 2 of this Schedule.

B.2 Scope

(a) The architect's fees and charges may fall into four main categories.

B.3 "The Normal Service"

Fees for work common to all building projects, which is described in Part 3 of this Schedule and hereinafter referred to as the normal service. Such fees are a percentage of the total construction cost of the works as hereinafter defined. As described in Part 4 of this Schedule, the percentage may vary according to the nature of the works.

B.4 "Additional Services"

Fees for work which although common to many building projects does not necessarily arise in all, or which is so variable that it could not reasonably be charged on a percentage basis. Such work is described in Part 5 of this Schedule and is hereinafter referred to as additional services. The architect's fees for this work are on a time basis in accordance with Part 7 of this Schedule.

B.5 "Special Services"

Fees for specialist work, such as is described in Part 6 of this Schedule and hereinafter referred to as special services, which may arise in any building project. Such fees may be a percentage of the cost of executing the specialist works for which the architect is engaged, which will vary according to the nature of the services, or on a time basis in accordance with Part 7 of this Schedule.

B.6 "Out of Pocket Expenses"

The cost of all prints, and other reproductions of all drawings and documents, travelling and hotel expenses, and other reasonable disbursements which are specifically incurred in connection with the commission, which shall be charged in accordance with Part 8 of this Schedule.

B.7 Total Construction Costs

(a) The total construction cost will be based on the cost, as certified by the architect, of all works executed under the direction of the general contractor, including the cost of site works and built-in furniture and equipment, subject to the following conditions:

(b) The total construction cost should not include sub-contractor's design fees for work on which consultants would otherwise have been employed. Where appropriate the architect should estimate a reduction from the contract sum.

(c) In addition to the cost of all works executed under the building contract, the total construction cost shall be deemed to include the cost of any work which is excluded from the contract but otherwise designed by the architect.

(d) The cost of specialist equipment, fixed or unfixed, of works of art will not usually be included, although the architect may charge for work in connexion with such items under Part 6 of this Schedule, or on a time basis as provided for under Part 7 of this Schedule.

(e) Where appropriate the cost of old materials will be calculated as if they were new.

(f) Where any materials, labour or carriage are supplied by a client who is not the builder, the cost shall be estimated by the architect as if they were supplied by the contractor, and included in the total construction cost.

(g) Where the client is the builder, the building organization's own estimated cost of the works, as certified by an independent quantity surveyor, may be used in calculating the total construction cost provided always that the architect's own estimate shall be used in the absence of such statement of account.

B.8 The Normal Service

(a) The work described in Part 3 of this Schedule is required for any building project and unless the architect is specifically informed to the contrary he may assume the client intends the execution of any works he is commissioned to design, and that the normal service will be required.

(b) The normal service is divided into five stages described in paragraphs (a) to (e) of clause C.2. Subject to the provisions of clause B.10, percentage fees on the total construction cost of the works shall be charged for services provided in paragraphs (b) to (e) of clause C.2.

B.9 Mode and Time of Payment

(a) On completion of each stage of the normal service described in Part 3 of this Schedule, the appropriate percentage fee on the estimated construction cost of the works subject to any variation in accordance with Part 4 of this Schedule, plus any other fees and out of pocket expenses which have accrued, shall be due for payment.

(b) Fees and charges in respect of stages described in paragraphs (d) and

(e) of clause C.2 will be paid by instalments proportionate to the drawings completed or value of the works certified from time to time.

(c) Alternatively, the architect and client may arrange for interim payments of fees and charges during all stages of the work and for payment during the stage described in paragraph (e) of clause C.2 by instalments other than those related to the value of the work certified from time to time.

(d) On the issue of the final certificate, all percentage fees must be recalculated on the actual construction cost. The final instalment of all fees and other charges must then be made.

B.10 Partial Service

(a) Where for any reason the architect provides only part of the service described in Part 3 of this Schedule he shall be entitled to commensurate remuneration, in addition to any out of pocket expenses, in accordance with paragraphs (b) to (f) of this clause, clause B.11 and clause B.12 of this Schedule.

(b) Where an architect completes the work in any of paragraphs (b) to (d) of clause C.2, he shall be entitled to the appropriate percentage fee on the estimated construction cost of the works.

(c) Where an architect is commissioned to undertake only the work described in paragraph (e) of clause C.2, whether in whole or part, fees shall be on a time basis; provided always that where the architect provides only part of the services described in paragraph (e) of clause C.2 in respect of his own design he shall be entitled to net less than the percentage fee due to him under paragraph (b) of clause B.9.

[Subsidiary]

(d) Where an architect provides only a part of the complete service described in any of paragraphs (b) to (d) of clause C.2, fees shall be on a time basis, except by prior written agreement in accordance with paragraph (d) of clause A.2.

(e) All percentage fees for partial services shall be based on the architect's current estimate of the total construction cost of the work. Such estimates may be based on an accepted tender, or subject to paragraph (f) of this clause, on the lowest of unaccepted tenders.

(f) In no case where partial service is provided in respect of works for which the executed cost is not known and no tender has been accepted should the architect's percentage fees be based on an estimated total construction cost which exceeds the most recent cost limit agreed with the client.

B.11 Abandoned Works

(a) Where the construction of works is cancelled or postponed for a period exceeding twelve months, or the architect is instructed to stop work indefinitely at any time they shall be deemed to be abandoned and fees for partial service will be due.

(b) If, however, instructions necessary for the architect to continue work are not received from the client, the works may be deemed to have been abandoned after six months have elapsed from the time such instructions were requested.

(c) Where works are abandoned or any part of them is omitted at any time before completion, fees for partial service in respect of the whole or part of the works shall be charged for all work done with due authority, in accordance with clause B.10 of this Schedule.

B.12 Resumed Works

(a) If works which have been abandoned are resumed without substantial alteration within twelve months any fees paid under clause B.11 of this Schedule shall rank solely as payment on account towards the total fee payable on the execution of such works and calculated on their total construction cost.

(b) Except where there is written agreement to the contrary, where works which have been abandoned are resumed after twelve months, any fees paid under clause B.11 of this Schedule shall be regarded as final payment for the services originally rendered. The resumed works shall be deemed a new commission for which payment shall be due in accordance with Part 3 and clause B.10 of this Schedule.

(c) All additional work arising out of resumed works shall be charged on a time basis.

PART 3 - THE NORMAL SERVICE

C.1 The minimum fee for normal service is 6 per cent for new works and 10 per cent for works to existing buildings. Higher percentages scheduled in clauses D.2 and D.3 apply to works costing less than £7,000. The normal service is divided into stages which mark the progress of the architect's work. On completion of each stage an instalment of the fee is payable in accordance with clause B.9 of this Schedule.

C.2 Stage and Description of Work

(a) *Inception.*—For advising the client upon the services of an architect and the need for a quantity surveyor, obtaining an initial statement of requirements and

Cumulative Percentage New Works

No fee except where services described in clause E.3 of this Schedule are provided.

Fees due Works to Existing Buildings

outlining possible courses of action.

(b) *Outline*

Proposals.—For considering or developing the brief; for advising on the need for and instructing any consultants.

1.00

1.35

For preparing outline proposals which incorporate a detailed presentation of the client's requirements and an approximation of the cost of meeting them. For reporting any major decisions needed from the client, and receiving any amended instructions.

(c) *Scheme Design.*

2.50

3.25

—For preparing in collaboration with any consultants, a scheme design consisting of small-scale working drawings which shall indicate the spatial arrangements and appearance, for reporting to the client on the scheme including presenting an assessment of the cost and timetable for the project, and where so required submitting copies of the drawings to the local authority for town planning consent, approval

[Subsidiary]

under the building by-laws.

(d) <i>Detailed Design and Production Drawings.</i> — For completing a detailed design incorporating the design work done by any consultants. For preparing production drawings and information necessary for Bills and Quantities.	4.50	7.00
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(e) <i>From Tender Action to Completion.</i> — For obtaining and advising on tenders and for preparing and advising on the contract and the appointment of the contractor. For briefing the contractor, arranging for him to take possession of the site, and examining his programme; for periodic supervision and issuing certificates required by the building contract, for handing over the building to the client, providing small-scale drawings showing the main lines of drainage and other services as executed and giving initial guidance on maintenance.	6.00	10.00
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C.3 Approvals

(a) The normal service covers the duty of making and negotiating applications for town planning consent and building by-laws approvals.

(b) Additional negotiations arising from such applications, and all work in connexion with other applications constitute additional services and shall be charged on a time basis.

PART 4 - VARIATION OF FEES

D.1 This part describes variations in fees for the normal service described in Part 3 of this Schedule.

D.2 Works Costing Less than £7,000 The percentage shown in Part 3 of this Schedule will apply only to new works costing £7,000 or more. For works costing less the following sliding scale shall apply—

(a) Total Construction Cost	% Fees	Minimum Fees
Under	10	—
£700		
£700 —	9½	£70
£1,600		
£1,600 —	9	£152
£2,500		
£2,500 —	8½	£225
£3,400		
£3,400 —	8	£289
£4,300		
£4,300 —	7½	£344
£5,200		
£5,200 —	7	£390
£6,100		
£6,100 —	6½	£427
£7,000		
Over	6	£455
£7,000		

(b) Where partial service is performed in respect of works costing less than £7,000, the following percentages shall apply, provided that the minimum fee assessed at any percentage shall be greater than the maximum fee due vide the percentage next below:—

Stage of Service described in clause C.2 of the Schedule	
Paragraph (b)	1/6 of the percentage fee
Paragraph (c)	5/12 of the percentage fee
Paragraph (d)	3/4 of the percentage fee

D.3 Works to Existing Buildings

(a) A higher percentage is chargeable for works to existing buildings as scheduled in Part 3 of this Schedule, but for works costing less than £16,000 the following sliding scale shall apply—

Total Construction Cost	% Fees	Minimum Fees
Under		
£2,000	15	—
£2,000	14	£300
£3,000	13	£420
£4,000	12½	£524
£8,000	12	£1,000
£12,000	11	£1,440
£16,000	10	£1,760

[Subsidiary]

(b) For a partial service in respect of works to existing buildings costing less than £16,000 the following fees shall apply, provided that the minimum fee assessed at any percentage shall be greater than the maximum fee due under the percentage next below—

Stage of Service described in clause C.2 of the Schedule

Paragraph (b)	1/8 of the percentage fee
Paragraph (c)	1/3 of the percentage fee
Paragraph (d)	7/10 of the percentage fee

(c) Fees for extensions to existing buildings which are substantially independent shall be as for new works, but the fee for those sections of works which marry the existing buildings to the new shall always be charged on the higher scale.

(d) Where extensions to existing buildings are charged in two parts the percentage fee for each part shall be as for an independent commission of similar value.

(e) The percentage in paragraphs (a) and (b) of this clause are minimal and will not necessarily be sufficient for alterations to all buildings. Higher fees may often be appropriate and should be assessed on the merits of the individual commission.

D.4 Repetitive Works

(a) Repetitive works may consist of floors or bays repeated within a single building, or buildings repeated on the same site. Where such floor, bays or buildings are repeated under a single building contract and such repetition enables sets of drawings and specifications to be re-used without alteration or with only minor modifications, fees shall be reduced as follows:

(b) Where houses are in all respects identical repeats of one design for which type drawings and specifications can be re-used without modification, the fees for work described in paragraph (c) of clause C.2 shall be reduced by 1 per cent, and the fees for work described in paragraph (d) of clause C.2 shall be waived for each repeated house other than the first five.

(c) Fees for work described in paragraph (d) of clause C.2 only shall be waived for each repeated house, other than the first five, for which type drawings and specifications can be re-used with only minor modification.

(d) Where a multi-storey building contains a number of repeated floors or a single building consists of a number of repeated bays which are each not less than 2,500 square feet in area and are in all respects repetitions of a single design for which type drawings and specifications can be re-used without modification, fees for services described in paragraphs (c) and (d) of clause C.2 shall be waived for each repeated floor or bay, other than the first eight floor or the first five bays.

(e) Fees for work described in paragraph (d) of clause C.2 only may be waived for each repeated floor or bay, other than the first eight floors or five bays, for which type drawings and specifications can be re-used with only minor modifications, provided that all the conditions in paragraph (d) of this clause are fulfilled.

(f) Where a multi-storey building consists of two or more self-contained units, each of which consists of a number of dwellings and their ancillary facilities including all necessary access, fees for the repeated units shall be calculated as if they were independent buildings, in accordance with clause D.5.

(g) The calculation of fees for repetitive works shall be in accordance with clause D.6.

D.5 Repeated Buildings

(a) Where a building is repeated for the same client, and type drawings and specifications can be re-used without modification, irrespective of whether more than one site or contract is involved, fees shall be reduced as follows:

(b) Where a building of not less than 2,000 square feet in area is in all respects a repeat of a previous design for the same client and type drawings and specifications can be re-used without modification, the fees for work described in paragraphs (c) and (d) of clause C.2 shall be waived for each repeated building other than the first.

(c) Fees for work described in paragraph (d) of clause C.2 only may be waived for each repeated building of not less than 2,000 square feet in area, other than the first, for which type drawings and specifications can be re-used with only minor modification.

(d) Fees for all except the first five of any repeated buildings of less than 2,000 square feet in area may be waived for work described in paragraph (c) and/

or (d) of clause C.2 provided that all the conditions in paragraphs (b) and (c) of this clause respectively are fulfilled.

(e) The calculation of fees for repeated buildings shall be in accordance with clause D.6.

D.6 Application of Reductions

(a) Reduction for repetitive work and repeated buildings shall be calculated as follows:

(b) Type drawings and specifications are those drawings of a repeated house, floor, bay or unit of a building which are necessary for the construction of the works above ground floor slab, otherwise referred to as the superstructure.

Reductions shall be made in respect of superstructure only, and all work below ground floor slabs or timber joists shall be excluded from all construction costs on which stage fees are waived.

(c) The total construction cost of the work shall be taken first and the fee for normal or partial services calculated thereon. The fee for any work in paragraphs (c) and/or (d) of clause C.2 which is done should then be assessed on the cost of the works qualifying for reductions and deducted from the fee first calculated.

(d) Screen walls, outbuildings and garages shall be excluded from the construction costs of works on which fees are waived unless they are included in the type drawings and specifications.

(e) The "handing" of a plan shall not constitute a modification.

(f) The fees for work in paragraph (e) of clause C.2 shall not in any circumstances be reduced for repetitive works or repeated buildings.

(g) In the case of houses which are in all respects repeats of one design but for which separate applications for approval must be made to the local authority for each house, then paragraph (c) of clause D.4 and not paragraph (b) of clause D.4 shall apply.

PART 5 - ADDITIONAL SERVICES

E.1 This section covers services which although common to many building projects do not necessarily arise in all, or which are so variable that they could not reasonably be charged on a percentage basis.

(a) The architect's charges for the services described will be based on the time spent on the work by the architect and his staff.

E.2 Sites and Buildings

(a) For advising on the selection and suitability of sites, conducting negotiations concerned with sites or buildings, making surveys, measurements and plans of the sites, sites and buildings or existing buildings.

(b) For making inspections, preparing reports or giving general advice on the condition of premises.

[Subsidiary]

(c) For preparing schedules of dilapidations and negotiating them on behalf of landlords or tenants; for taking particulars on site, preparing specifications for repairs and supervising their execution.

(d) For making structural investigations, the limits of which shall be clearly defined and agreed in writing, such as are necessary to ascertain or not whether there are defects in the walls, roof, floors and drains of a building which may materially affect its life and value.

E.3 Feasibility Studies

(a) For undertaking a preliminary technical appraisal of a project sufficient to enable the client to decide whether and in what form to proceed, and making town planning inquiries or application for outline town planning approval. Such an appraisal may include an approximation of the cost of meeting the client's requirements, a statement upon the need for consultants, an outline timetable and a suggested contract procedure.

E.4 Development Plans

(a) For preparing development plans which will be carried out over a number of years for any large building or complex of buildings.

(b) Fees for preparing development plans shall always be additional to percentage fees for normal service.

E.5 Layouts, Roads and Sewers

(a) Where the architect is employed to prepare a layout only or is employed to prepare a layout for a greater area than that which is to be developed immediately.

(b) Where the architect is employed to provide normal service for roads and sewers, fees shall be in accordance with the Scale of Charges for General Civil Engineering Works of the Association of Consulting Engineers.

E.6 Development Studies

(a) Where a client's initial statement of requirements in paragraph

(a) of clause C.2 requires special services such as operational research including works study before consideration of the brief and development of outline proposals as described in paragraph (b) of clause C.2 can begin.

(b) Where the development of a scheme design in paragraph (c) of clause C.2 or detailed design in paragraph (d) of clause C.2 involves special constructional research, including the design, construction or testing of prototype buildings or models.

(c) Payment for the design of mass-produced building components may be by royalty, or by time charges and sale of copyright. Fees for development work in connection with the design of prototypes should be on a time basis, but may be an advance on royalties.

E.7 Special Drawings

For preparing any drawings especially, for the use of the client, for by-law and building regulation approvals, or for negotiating with ground landlords, adjoining owners, public authorities, licensing authorities, mortgagors and others.

E.8 Negotiations

(a) For special negotiations arising from applications for town planning, building by-law, building act or building regulation approvals.

(b) For providing information and/or making all applications other than those detailed in paragraph (a) of clause C.3 of this Schedule including applications for licences, negotiations in connexion with party walls, rights of light and other easements, reservations or restrictions, and grant aid.

E.9 Changes in Instructions

(a) For extra work at any time owing to changes in an approved design beyond the control of the architect, resulting from changes in the client's instructions or any other cause. Clients are particularly reminded of the considerable extra charges which may be incurred as follows:

(b) For amending detailed design drawings already prepared or for preparing new drawings because of alterations in the brief after the approval of a scheme design.

(c) For amending production information already prepared or for preparing additional information because of changes in location, size or shape after the approval of a detailed design.

E.10 Delays in Building

For additional work arising from delay in building operations beyond the control of the architect.

PART 6 - SPECIAL SERVICES

F.1 The services described in this section do not form part of the work described in Part 3 of this Schedule, and are subject to additional fees.

F.2 Town Planning

(a) Fees for town planning work shall be in accordance with the Professional Charges of the Town Planning Institute, subject to the following provisos:

(b) All layouts shall be charged on a time basis.

(c) All time charges shall be in accordance with Part 7 of this Schedule.

F.3 Garden and Landscape Design

(a) The cost of all site works designed under the direction of the architect under the same or separate building, civil engineering or landscape contracts, shall be included in the total construction cost of the works, and the architect shall be entitled to the appropriate percentage fees for normal or partial service, except that:

(b) Fees for the first £5,000 of all works shall be in accordance with the Scale of Professional Charges of the Institute of Landscape Architects.

(c) Fees for the normal service for roads and sewers shall be in accordance with the Scale of Charges for General Civil Engineering Works of the Association of Consulting Engineers.

(d) The fees for special design of garden furniture and ornaments shall be as for the design of furniture in paragraph (c) of clause F.4.

(e) Specialist advice on the selection of plants and materials, visits to nurseries, etc., and all other additional services shall be charged on a time basis.

F.4 Interior Design

(a) Where special services are required in respect of interior design work in a new or existing building, such work being distinct from normal alterations to an existing building and excluding all external works and any major structural alterations, and the architect is employed only on this work, or it is executed under a special sub-contract or a contract separate from that for other works on which the architect may be employed, fees are as follows:

(b) For the normal service described in Part 3 of this Schedule, with the addition of special sketch studies, detailed advice on the selection of all furniture, fittings, and soft furnishings, and supervision of the making up of such furnishings the percentage fee for each stage of the normal service shall be double that for new works.

(c) The architect shall separate the construction costs of interior design work on which such special fees are calculated from the total construction cost on which he is receiving a fee for the normal service.

[Subsidiary]

(d) Neither total construction costs nor the fee for the normal service shall be abated where other designers are employed on interior design work executed under the direction of the architect.

F.5 Shop Fitting and Exhibition Work

(a) For shop fitting and exhibition design including both the remodelling of existing shops and the design of new units both independently and within the shell of existing buildings, irrespective of whether the architect is employed for shop fitting design only or the work forms part of a general building contract, the percentage fee for each stage of the normal service will be double that for new works.

(b) Where shop fitting drawings are provided by specialist sub-contractors the fee shall be as for the normal service described in Part 3 of this Schedule.

F.6 Furniture and Fittings

(a) For advising on the selection and suitability of loose furniture fittings and soft furnishings and supervision of their installation including the making up of soft furnishings, fees shall be on a time basis.

(b) For the design of special items of furniture for limited production only, the percentage shall be 15 per cent of the total production cost. Alternatively, fees may be on a time basis.

(c) Payment for the design of mass-produced items of furniture may be by royalty, or by time and sale of copyright. Fees for the design of prototypes should be on a time basis, but may be an advance on royalties.

F.7 Works of Art

For advising on the commissioning of special works of art, the selection of paintings and sculpture, etc., and for supervising their installation, fees shall be on a time basis.

F.8 Quantity Surveying, Valuing and Surveying

Fees for preparing Bills of Quantities, valuing work executed, valuation of properties, and surveying work other than that covered in other sections of this Schedule, shall be in accordance with the Scale of Professional Charges published by the Board for Quantity Surveying.

F.9 Litigation and Arbitration

(a) For qualifying to give evidence, settling proofs, conferences with advocates and counsel, attendance in court or at arbitrations or town planning inquiries or before other tribunals for services in connexion with litigations and for arbitration, fees shall be on a time basis.

(b) Time charges shall be in accordance with Part 7 of this Schedule, except that there shall be a minimum fee of Sh. 675 for acting as arbitrator.

PART 7 - TIME CHARGES AND ESTIMATES OF PROFESSIONAL FEES

G.1 In assessing the rate at which time should be charged; all relevant factors should be considered, such as the complexity of the work, the professional standing of the architect, the character of negotiations, etc.

G.2 Hourly Rates

(a) Except where otherwise specified fees based upon time spent by both principals and staff shall be as follows:

(b) The rate for principals shall be Sh.90 per hour upwards depending on circumstances.

(c) The rate for architectural and other technical staff shall be Sh.3 per hour for each £100 of gross annual salary.

(d) Day rates may be charged on the basis of not less than 7½ hours of principals' or staff time.

(e) Unless otherwise agreed time shall not be charged for clerical staff.

G.3 Travelling Time

(a) Where work is situated more than fifty miles from the architect's office and such work is visited by road or rail, travelling time shall be charged on an hourly basis.

(b) Where work is situated more than two hundred miles from the architect's office and such work is visited by air, travelling time shall be charged on an hourly basis.

G.4 Estimates of Professional Fees

(a) Architects who are required to give estimates of the cost of their professional services may do so quoting appropriate percentage fees on any constructional cost limits supplied by the client or by estimating time charges on work for which percentage fees are not applicable provided that:

(b) Any estimates shall be subject to revision in accordance with actual construction costs of works for which scale fees are quoted, or the time actually spent on the job.

(c) The services to be provided shall be clearly stated.

(d) Estimates based on time charges indicate the estimated time to be spent by principals and staff at various salary levels.

(e) An architect in Kenya shall not knowingly compete with another in respect of percentage fees or time charges.

PART 8 - OUT OF POCKET EXPENSES

H.1 In addition to paying fees under any other section of this Schedule, the client shall reimburse the architect for all reasonable out of pocket expenses actually and properly incurred in connexion with the commission. Such expenses shall include the following:

H.2 Drawings and Documents Printing, reproduction or purchase costs of all documents, drawings, maps, models, photographs, and other records, including all those used in communication between architect, client, quantity surveyor, consultants and contractor, and for inquiries to contractors, subcontractors and suppliers, notwithstanding any obligation on the part of the architect to supply such documents to those concerned.

H.3 Hotel and Travelling Expenses Hotel and travelling expenses, including mileage allowance for cars and other similar disbursements. Mileage allowance for cars shall be charged at the appropriate rate in accordance with the current table issued by the Automobile Association of Kenya as amended from time to time, and shall be calculable on the basis of total running costs in shillings per kilometre depending on the engine capacity of the car used for journeys to and from destinations situated more than five miles from the architects office.

[L.N. 193/1979, s. 2(a).]

H.4 Disbursements

(a) Expenses incurred in respect of advertising for tenders; for clerks of works and other resident site staff, including the time and expense of interviewers and reasonable expenses for interviews.

(b) Any other payments made on behalf of the client.

H.5 Special Fees

Fees and other charges for specialist professional advice, which have been incurred by the architect with the specific authority of the client.

H.6 Compounding of Expenses

(a) By prior written agreement expenses may be estimated or standardised in whole or part, or compounded for an increase in the percentage fee.

[Subsidiary]

(b) The client shall not be liable for inland surface postage or local telephone charges, but shall be liable for air mail, overseas postage, trunk telephone calls and telegrams.

PART 9 - WORK OUTSIDE KENYA

I.1 Persons who are registered as architects in Kenya are reminded that they are bound by the Code of Professional Conduct wherever they may be commissioned to undertake professional work.

I.2 Fees for Work Outside Kenya

(a) In the case of registered architects who are members of the Royal Institute of British Architects, it is recommended that their fees should be based on the recommendations of the R.I.B.A. as published in Part 9 of the R.I.B.A. Scale of Charges.

(b) In the case of registered architects who are not members of the R.I.B.A., it is recommended that their fees should be based on this Schedule as published by the Board.

FIFTH SCHEDULE

[By-law 39]

CONDITIONS OF ENGAGEMENT AND SCALE OF PROFESSIONAL CHARGES FOR QUANTITY SURVEYORS

[L.N. 18/1962, s. 5, L.N. 193/1979, s. 2.]

A.— CONDITIONS OF ENGAGEMENT

A.1 The scale of charges for the preparation of bills of quantities set out in clause B.1(a) is an overall scale based upon the inclusion of all provisional amounts which do not normally call for measurement.

A.2 The measurement and valuation of variations and the preparation of statements of account at the conclusion of the works are separate services for which the scale set out in clause B.1 (b) provides.

B.— SCALE OF CHARGES

B.1 Lump sum contracts (architectural work) The following shall be the charges to be made by a quantity surveyor in connexion with—

- (a) Taking out and preparing bills of quantities—
 - (i) Basic scale—2½ per cent upon the estimated cost of the work.
 - (ii) Works of alteration—the charges in subparagraph (i) shall be increased by not less than ½ per cent in respect of works of alteration according to the nature of the work.
 - (iii) Generally—fees shall be calculated on the basis of the accepted tender for the whole of the work and shall be paid upon the signing of the contract but in the event of no tender being received, the fees shall be calculated upon a reasonable valuation of the work, based upon the original bills of quantities and if no tender is accepted or contract entered into the fees shall be paid within three months of the completion of the bills of quantities.

In the case of works being abandoned, stopped or delayed during the preparation of the bills of quantities, the quantity surveyor shall be entitled to the foregoing fee in full or part in proportion to the amount of work done by the quantity surveyor and payment thereof shall be made within three months of such completion or partial completion of the work.

In calculating the amount on which fees are payable, the total of the credit bill (if any) and the total of any alternative bill shall be added, but any omission bill forming part of an alternative bill shall not be included unless actual measurement is necessary to arrive at the omission.

The cost of typing and duplicating, lithographing or printing the bills of quantities is not included in the above scale but shall be charged in addition at the net amount payable to the individual or individuals who execute the work.

- (b) Measuring and making up accounts of variations upon contracts, including pricing and agreeing totals with contractors:
- 3 per cent upon the gross amount of the additions.
- 1 per cent upon the gross amount of omissions less the total of the provisional sums omitted or work omitted as a whole.
- No charge shall be made for the adjustment of provisional sums in cases where the exercise of professional skill is not involved.
- (c) When bills of quantities are prepared for several distinct works, including housing, being a repetition of one design the fee of 2½ per cent shall be charged on one complete work so repeated and a fee of half per cent shall be charged on each repetition of the design constructed, provided that all works or portions of works re-measured shall be charged for at the full rate of 2½ per cent.
- This arrangement does not apply to the duplicating of portions of the same work, in which case the full commission shall be charged on the total cost.
- (d) Measuring from drawings and specification and preparing bills of quantities of labour only or materials only, the fee to be double the foregoing rates.
- (e) Taking out and preparing bills of quantities or measuring for and making up accounts for decoration contracts:
- 2 per cent above the rates of the foregoing paragraphs.
- (f) Pricing bills of quantities:
- ½ per cent.
- (g) Preparing approximate quantities and estimating upon same upon the time involved:
- ½ per cent upon the estimated cost or alternatively a charge to be based upon the time involved.
- (h) Surveying work in progress, taking particulars and reporting for interim certificates:
- ½ per cent upon each valuation less the amount of any previous valuation or valuations upon which fees shall have been paid, or alternatively, a charge to be based upon the time involved.
- (i) Taking particulars on site and writing specifications for works of alterations or repair:
- 7½ per cent upon the amount expended, or alternatively, a charge based upon the time involved.
- (j) Measuring from completed works and preparing bills of quantities:
- 3 per cent.
- (k) Preparing a full cost analysis:
- 1/3 per cent of the value of the work (as defined in clause B.1(a)(iii)), or alternatively a charge to be based upon the time involved.

B.2 Work executed with old materials When work is to be, or has been executed wholly or in part with old materials, or where material, labour or carriage is provided by the building owner, the percentage shall be calculated as if the works were to be or had been executed throughout by a contractor and with new materials.

B.3 Schedule contracts (architectural work)

[Subsidiary]

(1) For preparing, pricing and agreeing schedules of prices a charge shall be based upon the time involved.

(2) The charge for measuring under schedule and making up accounts including pricing and agreeing totals shall be 3 per cent upon the gross amount of the account.

(3) The above percentage applies only to the complete measurement and valuation of the buildings or building operations when undertaken as a whole and included in one account.

(4) When the measurement proceeds by stages involving the preparation of periodic bills, then the percentage shall be increased by ½ per cent.

(5) In cases where any of the materials used in construction are supplied by the building owner the percentage charge shall be made upon the estimated or actual value thereof as though the work had been executed with new materials supplied by the contractor.

B.4 Prime cost contracts

Charges to be made for checking prime cost in "cost plus profit" contracts and making up final accounts of work executed shall be:

2½ per cent, except on work necessitating measurement which shall be paid for at the rates laid down in clauses B.2 and B.3 of this Schedule.

B.5 Civil engineering work Except as otherwise provided the charges for quantity surveying services in relation to work which can be classed as civil engineering work shall as regards percentages, be half those for architectural work but the same as the latter in respect of charges based upon time, travelling and out of pocket expenses.

B.6 Works where scales are inapplicable Where works are of such a character that percentage or other stated charges are clearly inapplicable time charges shall be made in accordance with clause B.11 of this Schedule.

B.7 Survey For making inspection, preparing reports or giving advice on the structural or sanitary condition of premises the charge shall be by time in accordance with clause B.11 of this Schedule, the minimum fee being one hundred and twenty shillings, in addition to the cost of assistants.

B.8 Litigation and arbitration The charges shall be those set out in clause B.7 of the Fourth Schedule to these by-laws.

B.9 Dilapidations The charges shall be those set out in clause B.8 of the Fourth Schedule to these by-laws.

B.10 Travelling time An additional charge may be made by prior written agreement if the work should be at such a distance as to lead to an exceptional expenditure of time in travelling.

B.11 Time charges In cases in which charges are based upon the time occupied, the minimum fee shall be fifty shillings per hour exclusive of charges for assistant's time.

B.12 Expenses The scale shall be in all cases, exclusive of the cost of appliances, copies of documents, lithography, travelling and hotel expenses and all other reasonable disbursements which shall be charged in addition. Mileage allowance for cars shall be set out in item H.3 of the Fourth Schedule of these By-laws.

[L.N. 193/1979, s. 2(b).]

B.13 Approving plans The charges shall be those set out in clause B.11 of the Fourth Schedule to these by-laws.

B.14 Valuation of freehold or leasehold property

(1) For the valuation of freehold or leasehold property the charge shall be 1 per cent on the first £1,000 of the valuation, half of 1 per cent on the next £9,000 of the valuation and one-third of 1 per cent on the residue of the valuation.

(2) In valuation for mortgage, if an advance is not made, one-half of the above charges with a minimum fee of one hundred shillings may be made, provided that the intending mortgagee is informed of the arrangement.

B.15 Compulsory acquisition of property

(1) For work under Acts governing the compulsory acquisition of property, the valuer who prepares the case (including negotiation for a settlement when required) shall charge one third additional to the scale set out below and any additional valuer who qualifies to give evidence shall charge the scale set out below—

Value £	Charge Sh.	Value £	Charge Sh.	Value £	Charge Sh.	Value £	Charge Sh.
100	210	2,200	1,008	5,200	1,638	8,200	2,268
200	294	2,400	1,050	5,400	1,680	8,400	2,310
300	378	2,600	1,092	5,600	1,722	8,600	2,352
400	462	2,800	1,134	5,800	1,764	8,800	2,394
500	546	3,000	1,176	6,000	1,806	9,000	2,436
600	588	3,200	1,218	6,200	1,848	9,200	2,478
700	630	3,400	1,260	6,400	1,890	9,400	2,520
800	672	3,600	1,302	6,600	1,932	9,600	2,562
900	714	3,800	1,344	6,800	1,974	9,800	2,604
1,000	756	4,000	1,386	7,000	2,016	10,000	2,646
1,200	798	4,200	1,428	7,200	2,058	11,000	2,856
1,400	840	4,400	1,470	7,400	2,100	12,000	3,066
1,600	882	4,600	1,512	7,600	2,142	14,000	3,486
1,800	924	4,800	1,554	7,800	2,184	16,000	3,906
2,000	966	5,000	1,596	8,000	2,226	18,000	4,326
						20,000	4,746

For values exceeding £20,000 – Sh. 4,746 plus ½ per cent on the excess. Value

(2) Where works of reinstatement are negotiated by the surveyor the cost of these works should be taken into account in calculating the fee; any amount set off in respect of betterment should be added to the amount of settlement for that purpose.

(3) The scale set out in paragraph (1) of this by-law shall not apply to arbitrators or umpires nor in the case of easements. It is exclusive of attendance on juries or umpires or at arbitrations, in respect of which the minimum fee is sixty shillings per hour.

SIXTH SCHEDULE

[L.N. 87/1977, r. 2]

REGISTRATION FEES

[L.N. 69/1984, s. 2, L.N. 45/2011, s. 2.]

1. Amount and manner of payment

The fee for registration either as an architect or as a quantity surveyor shall be payable in the following manner—

- (a) at the time of application ten thousand shillings shall be paid;
- (b) thereafter, subject to the provisions of this Schedule, seven thousand five hundred shillings shall be paid annually on the first day of July in each successive year following the year of registration as a renewal fee.

[L.N. 87/1977, s. 2, L.N. 69/1984, s. 2, L.N. 45/2011, s. 2.]

2. Return of fee to unsuccessful applicant

[Subsidiary]

The sum paid by an unsuccessful applicant under clause 1(a) shall be returned to the applicant at the time of notifying him of the Board's decision but in the event of an order of court reversing such decision all the sums payable under that clause shall become due and owing from the applicant as therein provided.

3. Fees not returnable

In the event of the name of a registered person being removed from the register for any reason the registration fee and any renewal fee already paid shall not be returnable to or recoverable by him.

4. Default in payment of registration fee

(1) In the event of a registered person failing to pay his annual renewal fee in accordance with paragraph 1(b) upon the due date he shall be notified by the Registrar of such default by registered letter addressed to his last address.

(2) Should the default referred to in subparagraph (1) of this paragraph continue after the expiration of thirty days from the date of posting notification, such default shall be deemed to be professional misconduct within the meaning of section 13 of the Act.

5. Previous by-law lump sum

The Board may, at its discretion modify the payment of the annual renewal fee in respect of registered persons who have paid any lump sum fee due under previous by-laws.

6. Fees due upon removal of name at own request

The renewal fee is due annually on the first day of September as long as a person's name is recorded in the register. In the event of the name of a person being removed from the register at his own request no renewal fee will be required for the subsequent year and thereafter.

7. Outstanding payments if name struck off by court

In the event of the name of a registered person being struck off the register under section 13 of the Act any annual renewal fee due at the date of removal from the register shall be paid forthwith.

8. Payment during suspension

In the event of a person being suspended under section 13 of the Act such person shall notwithstanding the suspension continue to pay the annual renewal fee as provided in paragraph 1(b).

9. Fee payable upon re-registration

Where the name of a person whose name has been removed from the register is to be restored thereto, such restoration shall not be effected until there has been paid to the Board in respect thereof—

- (a) any portion of the original annual renewal fee payable under paragraph 1(b) which has remained unpaid;
- (b) a re-registration fee of one hundred shillings.

[L.N. 87/1977, s. 2.]

**THE ARCHITECTS AND QUANTITY SURVEYORS
(CONTINUING PROFESSIONAL DEVELOPMENT) BY-LAWS**

ARRANGEMENT OF REGULATIONS

Regulation

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SCHEDULES

SCHEDULE — CPD RECORD SHEET

THE ARCHITECTS AND QUANTITY SURVEYORS (CONTINUING PROFESSIONAL DEVELOPMENT) BY-LAWS

[Legal Notice 202 of 2020]

1. Citation

These By-Laws may be cited as the Architects and Quantity Surveyors (Continuing Professional Development) By-Laws.

2. Interpretation

In these By-Laws, unless the context otherwise requires—

"Act" means the Architects and Quantity Surveyors Act (Cap. 525);

"attendance" means attendance in person by an architect or quantity surveyor;

"Board" has the same meaning as provided for in the Architects and Quantity Surveyors Act;

"continuous professional development" means a process or activity that provides added value to the capability of the professional through advancement in knowledge, skills and personal qualities necessary for the execution of professional and technical duties;

"CPD Year" means the calendar year beginning on the 1st July and ending on the 30th June;

"credit point" means continuous professional rating as determined by the Board;

"participation" includes the delivery of a paper or the giving of a lecture at an approved activity by a registered person as an accredited provider or the attendance of a registered person at the delivery of a paper or the giving of a lecture by an accredited provider or sponsoring agency;

"registered" means being registered as an architect or quantity surveyor under sections 7 and 8 of the Act by the Board; and

"unit" means a numerical unit of measurement that a registered person accrues by participation at an approved event.

3. Purpose of continuous professional development

The purpose of continuous professional development is to—

- (a) maintain, improve and broaden the professional knowledge and skills of architects and quantity surveyors;
- (b) keep architects and quantity surveyors relevant and informed of the developments in their general practice and field of study;
- (c) encourage constant reflection, learning and maintenance of a broad outlook by architects and quantity surveyors to maintain high professional standards;
- (d) further develop the personal qualities of architects and quantity surveyors for the execution of their professional and technical duties; and
- (e) reassure recipients of architectural and quantity surveying services and the public of the high standards of training, knowledge, skills and expertise as architects and quantity surveyors.

4. Conduct of education programmes of the Board

(1) The Board shall conduct education programmes as may from time to time be deemed relevant and may accredit any programme conducted by any institution, body or organization (in these By-Laws referred to as "the sponsoring agency").

(2) The Board shall assign a unit or units of continuing education for each programme to be used in awarding credit points to registered persons participating thereof.

[Subsidiary]

(3) The Board shall determine the number of units attached to each Approved activity, from time to time, taking cognizance of the changing professional practice environment.

(4) The Board shall give notice to registered persons prior to the review of credit points under the continuous professional development scheme.

5. Approved activities

(1) An approved activity may include—

- (a) a seminar;
- (b) a workshop;
- (c) a lecture;
- (d) a conference;
- (e) a colloquium;
- (f) a symposium;
- (g) study tour;
- (h) construction site visits;
- (i) industrial visits;
- (j) professional journal or publication;
- (k) practice biased research publication; and
- (l) a multi-media based or website-based programme.

(2) An activity may only be an approved activity by the Board if it contains significant intellectual or practical content related to the practice of architecture and quantity surveying.

(3) An approved activity shall only be conducted or offered by a sponsoring agency as may be accredited by the Board from time to time except in circumstances where the approved activity involves research or preparation of an article in which case the Board shall determine whether such research or preparation is an approved activity.

6. Award of credit points and certificates

(1) The Board or the sponsoring agency may award credit in the continuous education programme and shall issue certificates of participation to all participants who have successfully completed the programme.

(2) A registered person may, on an application to the Board, be awarded not more than 10 units in a CPD Year for—

- (a) being engaged in post-graduate studies leading to a certificate, diploma or degree but only if the Board determines that the studies are relevant to the practice of architecture or quantity surveying;
- (b) teaching a course leading to the award of a certificate, diploma or degree in any area relevant to the practice of architecture and quantity surveying; or
- (c) acting as an external examiner of a university in a course leading to the award of post-graduate degree in an area related to the practice of architecture and quantity surveying.

7. Record of accredited programmes and participants

(1) The Board shall keep a record of all accredited programmes showing their sponsoring agencies, the description of any such programmes and whether the sponsoring agency has filed a record of its participants.

(2) The Board or the sponsoring agency shall keep a record of the participants in any programme, showing whether the participants successfully completed their programmes or not.

(3) The sponsoring agency shall, upon the completion of any programme, file a return with the Board.

8. Requirements for continuing education programmes

Every continuing professional development or education programme shall emphasize ethical, practical and professional aspects of architectural and quantity surveying practice or strategic planning relevant to the practice of architecture and quantity surveying and must be aimed at the improvement of the professional competence of architects and quantity surveyors.

9. Application for accreditation

(1) Any person or institution seeking to provide an approved activity in a CPD Year shall apply to the Board to become an accredited provider, in the manner as may be prescribed by the Board.

(2) The Board shall consider the application for accreditation and shall approve or reject the same, having regard to the following—

- (a) whether the objective of the programme is that of the improvement of the professional competence of architects and quantity surveyors;
- (b) whether the applicant has the infrastructure sufficient and conducive for disseminating the programmes;
- (c) whether the programme is an educational programme;
- (d) whether the applicant has the expertise and resources necessary for achieving the goals of continuous professional development or educational programme;
- (e) whether the programme is an activity dealing with the subject matter or emerging trends in the practice of architecture and quantity surveying;
- (f) whether the mode or method of delivery of the content sought to be utilized is appropriate for dissemination of the relevant skills and knowledge to the participants; and
- (g) any other matter that may appear relevant.

10. Prescribing fees

The Board may prescribe a fee to be paid by participants taking part in any continuing education programme, and, in the case of an accredited programme, the Board shall approve any such accreditation fees levied to a sponsoring agency.

11. Proof of compliance

(1) Any application for an annual practicing certificate shall be accompanied by proof that the applicant has secured thirty (30) units upon attending and participating in the continuing education programmes during the preceding year as set out in Form A1 in the Schedule to these By-Laws.

(2) The Board shall issue a registered person with a certificate of compliance if the person complies with these By-Laws.

12. General requirements

(1) In the event that a registered person accrues more than 30 units, the excess number of units shall not be carried over to the next CPD Year by that person.

(2) Every architect or quantity surveyor shall keep a record of all CPD activities that he or she has participated in and shall produce them before the Board when required to do so.

13. By-Laws not to apply to any registered person above 65 years of age

These By-Laws shall not apply to any registered person above 65 years of age.

14. Delegation by the Board

(1) The Board may delegate any or all of its functions under these By-Laws, to a Committee by itself.

Architects and Quantity Surveyors

[Subsidiary]

(2) The Committee shall from time to time revise these By-Laws and submit them to the Board for approval.

(3) In the discharge of its functions, the Committee shall regulate its own procedure.

15. Effect of failure to comply with these By-Laws

(1) If a registered person fails to comply with these By-Laws—

- (a) the Board shall notify him or her in writing of the failure; and
(b) the Board may require him or her to inform the Board in writing within fourteen (14) days of the Board's notice of his or her proposal to comply with these By-Laws.

(2) The Board may decline to issue an architect or quantity surveyor with a practicing certificate if that architect or quantity surveyor—

- (a) fails to inform the Board within fourteen (14) days of his or her proposal to comply with these By-Laws;
(b) informs the Board of his or her proposal to comply with these By-Laws but fails to comply within ninety (90) days of having informed the Board of the proposal.

(3) An architect or quantity surveyor who fails to comply with these By-Laws commits an act of professional misconduct.

SCHEDULE

CPD RECORD SHEET

(By-Law 11(1))

FORM A1

CPD RECORD SHEET

Name

Reg. No Telephone

Email

Physical Address

CPD Year

Table with 6 columns: CPD Date, Theme/Topic, Duration, CPD Provider/Host, CPD points awarded, Remarks (FOR OFFICIAL USE ONLY)

TOTAL CPD points for the Year

Registrar, BORAQS

Signature Date

