

APPENDIX "K."

New Zealand Institute of Architects (Incorporated).

(AFFILIATED TO THE ROYAL INSTITUTE OF BRITISH ARCHITECTS IN 1912.)

THE SCALE OF PROFESSIONAL CHARGES.

First issued, 1905; revised in 1908, 1910, 1915, 1921, 1924, and 1931.

(Being Appendix "K" of the regulations made under "The New Zealand Institute of Architects' Act, 1913.")

Conditions of Engagement.

THE registered architect is employed subject to the following conditions founded upon the customs of the profession, and his charges are payable according to the scale of charges adopted and issued by the Council of the New Zealand Institute of Architects, which scale as hereinafter stated is fixed and accepted on the basis of the same conditions and is binding upon all members of this Institute:—

- (a) That the architect's full professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings, calling for tenders, preparation and signing of the contract, the issuance of progress and final certificates of payment, and the general supervision of the execution of the works, including the exercise of all powers conferred on the architect by the conditions of the contract.
- (b) That the supervision which an architect will give to the work is general only, and nothing further than general supervision is covered by the following scale of charges. General supervision includes only periodical visits of inspection by the architect or his deputy for the purpose of ascertaining so far as can reasonably be ascertained by periodical inspections whether the work is being generally carried out in accordance with the design and the contract.
- (c) That in all cases where more than general supervision is required a clerk of works shall be employed for this purpose. He shall be nominated or approved by the architect and appointed and paid by the client. He shall be under the architect's direction and control. The architect will generally supervise the work of the clerk of works, but further or otherwise accepts no responsibility for the due carrying out by the clerk of works of his duties.
- (d) That the architect has authority to give such orders on behalf of the client as are necessitated in the client's interests by constructional emergencies.
- (e) That the architect is empowered to make such deviations, alterations, additions, and omissions as he may reasonably consider desirable in the client's interests in carrying out the works. If material addition to the cost of the contract or order is caused thereby, such additional cost shall first be approved by the client.
- (f) That the fees of any consultant or consultants (if any) retained for any part of the work with the concurrence of the client are not included in the architect's usual charge, but shall be paid by the client.
- (g) That in all cases in which any projected work is not proceeded with the architect's services shall be paid for as hereinafter provided.
- (h) That the cost of the preparation of quantities, the measurement and valuation of variations, additions, and omissions, and the preparation of the statement of accounts in connection with any contract based on bills of quantities is not included in the charges, but is to be paid for in addition thereto.
- (i) That all plans, specifications, tracings, and copies are and shall remain the property of the architect whether the work for which they are made is executed or not, and that the copyright is vested in him. The charge for these is for their use only in connection with any special work for which they were prepared.

I.—Scale of Professional Charges.

1. For taking the client's instructions, preparing preliminary studies for consideration and discussion, preparing working drawings of the completed design and

specifications, obtaining tenders, advising on tenders, and preparing the contract, selecting and instructing consultants (if any), furnishing the contractor with one complete set of copies of the drawings and specifications, and such other details as are necessary for the proper carrying out of the works, furnishing one copy to the principal local authority for building permits, general supervision as above defined, and issuing certificates of payment, the minimum charge in respect of new works is to be 6½ per cent. on the total cost of the completed work.

2. If the project or part of it be abandoned or the services of the architect cease or are dispensed with before a contract is entered into or any order given, the minimum charges are as follows:—

- (a) For taking the client's instructions, preparing preliminary studies for consideration and discussion, 1½ per cent. on a reasonable estimated cost of the projected work.
- (b) For taking the client's instructions, preparing preliminary studies for consideration and discussion, preparing working drawings and specifications, selecting and instructing consultants (if any), furnishing the necessary copies of the drawings and specifications as above, 4 per cent. on a reasonable estimated or actual cost of the projected work.

3. For all copies of plans and specifications additional to the above required for any purpose whatsoever an additional charge will be made.

4. For acting as professional adviser and/or sole architectural member of any jury of award in any competition held under the regulations of this Institute governing competitions, the charge shall be as set out in the Institute's regulations for the conduct of architectural competitions.

5. For work carried out on any system other than by contract under one general contractor, an additional charge will be made.

6. (a) For carrying out the architectural work relating to alterations and repairs, and for new works costing under £1,000, the minimum rate of 6½ per cent. is unremunerative. For these works a higher rate may be charged as follows: For alterations and repairs the charge shall be according to the work and responsibility involved beyond that required in new work. For new work, if the cost does not exceed £1,000, the percentage may be 10 per cent. in the case of works costing £100, graduated to not less than 6½ per cent., in the case of works costing £1,000, as the special character of such works may render appropriate, but may be higher, provided an arrangement is made with the employer prior to the commencement of the work.

(b) For designs for furniture and fittings of buildings, for their decoration with paintings or mosaics, for their sculpture, for stained-glass windows, for work in which complex details or construction are main features, for layout plans and designs for gardens, and similar work, the charge will not be upon a basis of a percentage of the cost of the same, but will be regulated by the special circumstances and conditions.

7. The above charges do not cover the professional services in connection with negotiations for site, in surveying it and taking levels, in making surveys and plans of buildings to be altered, in arrangements respecting party walls or rights of lights, nor services incidental to arrangements consequent upon failure of builders whilst carrying out work, or in cases of subsequent litigation; but all such services are charged for according to circumstances.

8. If after the plan has been completed in accordance with the instructions of a client he requires material alterations to be made in the drawings, the architect shall be entitled to make an extra charge commensurate with the extent of the work involved in making such alterations.

9. In all cases where work is executed wholly or in part with old materials, or where material, labour, or carriage is provided by the client, the percentage shall be calculated as if the works had been executed throughout by a contractor and with new materials.

10. Payments to the architect on account of his charges are due as his work progresses, and in the following manner:— Upon completion of the preliminary studies, not less than 1½ per cent. upon the cost of the work; upon completion of the specifications and general working drawings, not less than 2½ per cent. additional upon the cost of the work; the remainder of the charge shall be payable by instalments from time to time as the work proceeds. If a fee higher than the minimum fee is charged the foregoing percentages shall be correspondingly higher. The foregoing percentages are calculated upon the total amount of the contract or order or (should the work or part of it be postponed or