

GOVERNMENT NOTICE No. 879 Published on. 25/10/2024

THE ARCHITECTS AND QUANTITY SURVEYORS  
(REGISTRATION) ACT,  
(CAP. 269)

**BY-LAWS**

*(Made under section 53)*

THE ARCHITECTS AND QUANTITY SURVEYORS BY-LAWS, 2024

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THE ARCHITECTS AND QUANTITY SURVEYORS  
(REGISTRATION) ACT,

(CAP. 269)

**BY-LAWS**

*(Made under section 53)*

THE ARCHITECTS AND QUANTITY SURVEYORS BY-LAWS, 2024

PART I  
PRELIMINARY PROVISIONS

- Citation                                **1.** These By-laws may be cited as the Architects and Quantity Surveyors By-laws, 2024.
- Interpretation                        **2.** In these By-laws, unless the context otherwise requires-
- Cap 269                                “Act” means the Architects and Quantity Surveyors (Registration) Act;
- “architectural firm” means a firm registered by the Board and include architectural firm, interior designing firm, landscape architectural firm, furniture architectural firm, naval architectural firm, conservation architectural firm, architectural technologist’s firm;
- “consultants” means persons appointed to give specialised professional advise to the architect or quantity surveyor and may be appointed by either the client, architect or quantity surveyor subject to acceptance by each party;
- “Continuing Professional Development” or in its acronymy “CPD” means a lifelong learning process that maintains, enhances, improves, broadens or increase the knowledge, skills and

continuing personal qualities and ability of a registered person for the execution of professional duties or services;

“Architectural and Quantity Surveying Internship Program” means a programme developed by the Board for the purpose of training graduates in architecture and graduate in quantity surveying to enable them acquire to professional practical experience as a prerequisite for sitting for professional examination;

“Jury” means a person appointed by the Registrar or his representative to perform evaluation in the architectural competition;

“intermediate examination” means examination which complements the basic qualification in architecture or quantity surveying to the extent of deemed sufficient to that of an architectural or quantity surveying degree or its equivalent;

“internship” means a minimum two years period of monitored and assessed professional experience of a graduate in architecture or graduate in quantity surveying prior to registration;

“logbook” means a document in a detail format in which a candidate fills and records his professional practice experience and activities during the training period in a summary form;

“member” means a member of the Board, Committee or the Appeals Authority and includes the Chairman and the Vice-Chairman;

“professional award” means recognition made by the Board to a registered person or firm or any other person on his outstanding achievements or excellence in professional duties;

“quantity surveying firm” means a firm registered by the Board and include quantity surveying firm, building surveying firm, construction management firm;

“registered person” means a person registered by the Board and shall include architects, interior



designers, landscape architects, furniture architects, naval architects, conservation architects, architectural technologists, quantity surveyors, building surveyors, construction manager, project manager, building economists, graduate architects, graduate interior designers, graduate landscape architects, graduate furniture architects, graduate naval architects, graduate conservation architects, graduate architectural technologists, graduate quantity surveyors, graduate building surveyors, graduate construction manager, graduate building economists, architectural technicians and architectural draughtsman;

“sticker” means a printed piece of paper containing a serial number issued by the Board after registration of a building or construction project to be affixed on a project’s signboard;

“structured programme” means training, course or activity with a defined content method and duration accredited by the Board that involve improvement and broadening knowledge and skills and development of personality necessary for execution of professional duties; and

“unstructured programme” means training, course or activity without a defined content, method and duration approved by the Board that involve improvement and broadening knowledge and skills and development of personality necessary for execution professional duties.

## PART II GENERAL PROVISIONS

### Communications

**3.** Any official communications to the Board shall be in writing, duly signed and addressed to the Registrar through a registered mail, recorded delivery or electronic mail.

Application forms

4. The Board shall cause to be printed application forms as set out in the First Schedule or filling Online Registration System (ORS) and such forms or filled forms through online registration system shall be granted by the Registrar after the payment of a fee as prescribed by the Board.

Applications to be addressed to Registrar

5. Application under these By-laws shall be addressed to the Registrar through a registered mail, recorded delivery or electronic mail.

Certificates and professional awards

6.-(1) The Board shall issue certificates or professional awards for recognition of status, achievement, participation or contribution to its activities.

(2) The certificates or awards issued shall include-

- (a) registration certificate;
- (b) professional training certificate;
- (c) annual practising licence;
- (d) best project award;
- (e) essay competition award; and
- (f) any other award or certificate as determined by the Board.

(3) Any person or firm before being granted a certificate or professional award shall fulfill the conditions set out by the Board.

Generation of income

7. The Board shall have the power to generate income through project registration fees, sales of standard forms or various publications and any other document incidental to the carrying out of the activities of the Board.

Arbitration and reconciliation

8. The Board may coordinate arbitration or reconciliation of parties involved in disputes in accordance with the Architects and Quantity Surveyors Registration Board Arbitration Rules.

PART III  
CONDITIONS FOR REGISTRATION

Register

**9.-(1)** The Board shall keep and maintain a register of architects, quantity surveyors, project managers and their firms.

(2) The register of architects shall contain architects, interior designers landscape architects, furniture architects, conservation architects, architectural technologist and naval architects.

(3) The register of quantity surveyors shall contain quantity surveyors, building economists, building surveyors and construction managers.

(4) The register of project managers shall contain architects, quantity surveyors and engineers.

Sub-register

**10.-(1)** The Board shall keep and maintain a sub-register of graduates in architecture, graduates in quantity surveying, architectural technicians and architectural draughtsman.

(2) The sub register referred to under subparagraph (1), shall contain the names of-

- (a) graduate architects;
- (b) graduate interior designers;
- (c) graduate landscape architects;
- (d) graduate architectural technologists;
- (e) graduate furniture architects;
- (f) graduate conservation architects;
- (g) graduate naval architects;
- (h) graduate quantity surveyors;
- (i) graduate building economists;
- (j) graduate building surveyors;
- (k) graduate construction managers;
- (l) architectural technicians; and
- (m) architectural draughtsman.

Condition for registration

**11.-(1)** A person who intends to be registered under these By-laws shall make an application to the

Board by filling in an application form as prescribed in the First Schedule.

(2) An application referred to under subparagraph (1), shall-

(a) state the qualifications upon which the application is based and accompanied by certified copies of certificates and any other documents as necessary to support the application; and

(b) be accompanied by the appropriate non refundable fee as may be prescribed by the Board.

(3) The certificates and other documents accompanied with the application shall be either in English or translated in English by a competent authority.

(4) The Board may in its discretion require original certificates or documents for authentication.

(5) It shall be the duty of applicant for registration to be conversant with the laws regulating architecture and quantity surveying professions.

Registration certificate

**12.**-(1) A person who is registered under these By-laws shall be issued with a registration certificate which shall bear a serial number corresponding number of entry in the relevant register, category of registration, date of registration, photograph of bearer, duly signed and sealed with a common seal of the Board.

(2) In addition to information under subparagraph (1), the registration certificate of a foreign person shall include name and information of a specific assignment or investment.

(3) The certificate issued under subparagraph (2), shall be returned to the Board within twenty one days after completion of the assignment or investment.

Annual practicing licence

**13.**-(1) Every registered person or firm shall be required to have annual practicing licence issued by the Board in addition to the registration certificate.

(2) Every registered person or firm that possesses practicing licence shall submit such licence to the relevant authorities upon request.

(3) A registered person or firm practicing without a valid practicing licence contravenes the provisions of these By-laws and shall be liable to a penalty as prescribed in the Second Schedule.

Validation and renewal of practicing licence

**14.-(1)** The annual practicing licence shall be valid for the period of one year starting from 1st January and expire on 31st December.

(2) Every registered person or firm when applying to obtain its practicing licence shall apply in the prescribed form and accompanied by:

- (a) evidence of payment of annual subscription fee;
- (b) evidence of being an active member of either Architectural Association of Tanzania or Tanzania Institute of Quantity Surveyors as the case may be;
- (c) evidence of a valid professional indemnity insurance cover;
- (d) evidence of 20 CPD points acquired by a registered person for preceding year; and
- (e) any other document as determined by the Board.

Loss of certificate or practicing licence

**15.-(1)** Where a registration certificate or practicing licence has been lost, destroyed, defaced or becomes obliterate, the holder shall notify the Registrar immediately.

(2) Where a registration certificate or practicing certificate has been defaced or become obliterated, the duplicate shall not be issued unless the original is returned to the Registrar.

(3) A duplicate of an extract of practicing licence or certificate of registration may be issued to the applicant upon:

- (a) submission of police loss report;

- (b) publication of certificate in a wide circulation local news paper; and
- (c) payment of the prescribed fees.

Certificates to remain property of the Board

**16.** The registration certificate and practicing licence shall remain to be the property of the Board and shall be returned to the Board within fourteen days when the holder of such certificate is deleted from register or suspended from practicing.

Application for foreign registration

**17.-(1)** A foreign person shall make an application for registration with the Board as soon as practicable after entering the country and before taking up any works or assignment in the country.

(2) Any foreign person applying for work or residence permit to offer services in architecture or quantity surveying in the country irrespective of the nature of the engagement, shall first seek for conditions set out by the Board on his eligibility to be registered by the Board.

(3) A foreign person who contravenes the provision of subparagraph (2), shall be liable to a penalty prescribed in the Second Schedule.

Process of application for registration

**18.-(1)** An application for registration to the Board shall be processed in accordance with the procedure set out by the Board.

(2) Applications which have not fulfilled the prerequisites of the Board under these By-laws shall not be considered for registration.

(3) An application for registration which has fulfilled all prerequisites shall be determined by the Board within two months from the date of meeting the pre requisites.

(4) The Board may require an applicant for registration to furnish any further information or evidence of eligibility for registration as it may think fit, and may require the applicant to attend in person before the Board or Committee.

(5) The Board may reject the application of any person who fails to comply with these By-laws.

(6) The decision of the Board in relation to the application for registration shall be final the Board shall inform the applicant through the Registrar by using the address in the application form within fourteen working days from the date of the decision.

Vetting of documents

**19.** Upon receipt of certificate, diploma, degree, other academic transcript or any other document, the Board may forward such certificates or documents to the relevant authority for verification.

Additional documents

**20.** For the purpose of registration, the applicant shall submit additional documents as directed by the Board.

Name of a person or firm registered by the Board

**21.** The name of any person or firm accepted by the Board for registration shall be entered in the respective register or sub register, as the case may be.

Change of information

**22.** A person or firm whose name is entered in the register or sub register shall inform the Registrar on any change of physical address, postal address, email address, telephone numbers, letter heads, ownership, structure of the firm or any other information as required by the Registrar within thirty days of occurrence of the change and the Registrar shall amend the register or sub register accordingly.

Eligibility for registration of professionals

**23.** (1) A person shall be eligible for registration, if in the opinion of the Board is professionally and proper person of general conduct, and:

(a) if he has undertaken the course of architecture, shall have-

(i) completed a five years course of study or equivalent qualifications from a recognized institution;

- (ii) acquired a minimum of two years professional practical training and passed the Board's professional examinations;
  - (iii) membership of Architectural Association of Tanzania; and
  - (iv) paid prescribed registration and annual subscription fees;
- (b) if he has undertaken the course of interior design, shall have-
- (i) completed a four years course of study or equivalent qualifications from a recognized institution;
  - (ii) (ii) acquired a minimum of two years professional practical training and passed the Board's professional examinations;
  - (iii) membership of Architectural Association of Tanzania; and
  - (iv) paid prescribed registration and annual subscription fees;
- (c) if he has undertaken the course of landscape architecture, shall have-
- (i) completed a four years course of study or equivalent qualifications from recognized institution;
  - (ii) acquired a minimum of two years professional practical training and passed the Board's professional examinations;
  - (iii) membership of Architectural Association of Tanzania; and
  - (iv) paid prescribed registration and annual subscription fees;
- (d) if he has undertaken the course of naval architecture, shall have-
- (i) completed a seven years course of study or equivalent qualifications from recognized institution;



- (ii) acquired a minimum of two years professional practical training and passed the Board's professional examinations;
  - (iii) membership of Architectural Association of Tanzania; and
  - (iv) paid prescribed registration and annual subscription fees;
- (e) if he has undertaken the course of conservation architecture, shall have-
- (i) completed a five years course of study or equivalent qualifications from recognized institution;
  - (ii) acquired a minimum of two years professional practical training and passed the Board's professional examinations;
  - (iii) membership of Architectural Association of Tanzania; and
  - (iv) paid prescribed registration and annual subscription fees;
- (f) if he has undertaken the course of architectural technologist, shall have-
- (i) completed a four years course of study or equivalent qualifications from recognized institution;
  - (ii) acquired a minimum of two years professional practical training and passed the Board's professional examinations;
  - (iii) membership of Architectural Association of Tanzania; and
  - (iv) paid prescribed registration and annual subscription fees.

(2) A person shall be eligible for registration, if in the opinion of the Board, is professionally fit and proper person by general conduct, and:

- (a) if he has undertaken the course of quantity surveying or building surveying or construction management or building economics, shall have-
  - (i) completed a four year course of study or equivalent qualifications from recognized institution;
  - (ii) acquired a minimum of two years professional practical training and passed the Board's professional examinations;
  - (iii) membership of Tanzania Institute of Quantity Surveyors; and
  - (iv) paid prescribed registration and annual subscription fees.

Registration  
eligibility for  
semi  
professionals

**24.** A person shall be eligible for registration, if in the opinion of the Board, is a proper person by general conduct, and-

- (a) if he is a graduate architect or graduate conservation architect, shall have-
  - (i) completed a minimum of five year course of study or equivalent qualifications from recognized institution; and
  - (ii) paid prescribed registration and annual subscription fees;
- (b) if he is a graduate interior designer or graduate landscape architect shall have-
  - (i) completed a minimum of four year course of study or equivalent qualifications from recognized institution; and
- (c) paid prescribed registration and annual subscription fees;
- (d) if he is a graduate naval architect shall have-
  - (i) completed a minimum of seven year course of study or equivalent

- qualifications from recognized institution; and
- (ii) paid prescribed registration and annual subscription fees;
- (e) if he is a graduate architectural technologist shall have-
  - (i) completed a minimum of three year course of study or equivalent qualifications from recognized institution; and
  - (ii) paid prescribed registration and annual subscription fees;
- (f) if he is a graduate quantity surveyor or graduate building economist or graduate building surveyor or graduate construction manager, shall have-
  - (i) completed a minimum of four year course of study or equivalent qualifications from recognized institution; and
  - (ii) paid prescribed registration and annual subscription fees;
- (g) if he is an architectural technician, shall have-
  - (i) completed a minimum of three year course of study or equivalent qualifications from recognized training institution; and
  - (ii) paid prescribed registration and annual subscription fees;
- (h) if he is an architectural draughtsman, shall have:
  - (i) completed a course of study from recognized training institution or hold relevant practical experience of not less than six years; and
  - (ii) paid prescribed registration and annual subscription fees.

Registration eligibility for local firm

**25.** A person registered under subparagraph 23(1) and who wants to register a local firm shall make an application to the Board in the prescribed form, and shall submit-

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- (a) certified copy of his registration certificate;
- (b) proof of having a practicing office;
- (c) certified copy of registration certificate under the Companies Act or Business Names (Registration Act) or any other written laws;
- (d) current curriculum vitae of applicant and key personnel of the firm;
- (e) list of relevant office furniture and equipment as prescribed by the Board;
- (f) payment of the prescribed registration and annual subscription fees; and
- (g) two current passport size photographs.

Area of specialty

**26.-(1)** Every registered person or firm shall offer professional services in areas of specialty and competence pursuant to the type of certificate of registration issued in the respective register.

(2) A registered firm or person who offers professional services outside area of specialty and competence commits professional misconduct which attracts disciplinary actions, or any further action as may be determined by the Board.

Registration of foreign person

**27.-(1)** A foreign person shall be eligible for registration, if in the opinion of the Board, is professionally fit and proper person of general conduct, and shall-

- (a) submit a proof of his registration in his country of origin or domicile prior coming to Tanzania;
- (b) submit a proof of being engaged to perform specific construction or building works, investment or assignment in Tanzania;
- (c) submit certified copies of relevant pages of passport;

- (d) submit a proof of involving in a local registered person in the register for a specific construction or building works, investment or assignment for the purpose of capacity building;
- (e) submit evidence of membership of Architectural Association of Tanzania or Tanzania Institute of Quantity Surveyors;
- (f) submit an affidavit in a form set out in the First Schedule, to the effect that once the assignment is completed specific construction or building works, investment or assignment becomes wound up, he shall cease to practice as an architect, interior designer, landscape architect, furniture architect, naval architect, conservation architect, architectural technologist, quantity surveyor, building surveyor, construction manager, project manager or firm in Tanzania; and
- (g) payment of prescribed registration and annual subscription fees.

(2) A foreign person who fulfilled requirements under subparagraph (1) shall be required to appear for professional interview.

(3) A foreign person who wants to be registered by the Board shall understand English or Kiswahili or use competent translator in any communication with the Board and at a working place while working in Tanzania.

Registration of  
foreign firm

**28.** A foreign person who intends to register a foreign firm shall make an application to the Board in the prescribed form, and submit-

- (a) certified copy of certificate of incorporation or compliance or certificate of registration of business name from the Registrar of Companies or relevant law;
- (b) certified copies of academic and professional certificates qualifying to practice as an architect or a quantity surveyor in Tanzania;

- (c) evidence of having a practising office;
- (d) curriculum vitae of principal and key personnel of the firm;
- (e) list of relevant office furniture and equipment as prescribed by the Board;
- (f) payment of prescribed registration and annual subscription fees; and
- (g) two current passport size photographs.

Registration for  
specific  
assignment

**29.-(1)** A foreign person or firm shall be registered for the period of specific assignment or investment.

(2) A foreign person or firm registered under subparagraph (1), shall not practice or offer services to any other building or construction project unless is registered by the Board to render such services to the project.

(3) A foreign person or firm contravenes the provision of subparagraph (2), commits an offence and shall be liable to a penalty payable to the Board, or to disciplinary action, as determined by the Board.

(4) Where a foreign person or firm wishes to offer services to project other than what specified under subparagraph (1), shall apply to the Board and required to-

- (a) submit a proof of being engaged to perform specific construction project or assignment in Tanzania;
- (b) submit a proof of involving a local registered person in the register for the specific assignment or investment for the purpose of capacity building;
- (c) submit an affidavit to the effect that once the assignment is completed or investment is wound up, he shall cease to practice as an architect, quantity surveyor or firm in Tanzania; and
- (d) pay prescribed fee for individual and firm.

(5) Upon satisfaction of information provided under subparagraph (4), the Board may direct the foreign person and firm to be registered for duration of specific construction or building works, investment or assignment.

Registration of government entity as consultancy firm

**30.**-(1) Where a government entity is not registered by Business Registration Licensing Authority and has technical capacity to offer architectural or quantity surveying services, the same shall establish a consulting unit and register a unit with the Board.

(2) Where the government entity wants to be registered as practicing firm shall make an application to the Board in the prescribed form, and submit-

- (a) copy of statute establishing and empowering the entity to offer such services;
- (b) proof of registration with the Board of key personnel of the unit;
- (c) proof of having a practising office;
- (d) curriculum vitae of principal and key personnel of the unit;
- (e) list of relevant office furniture and equipments as prescribed by the Board;
- (f) payment of the prescribed registration and annual subscription fees; and
- (g) any other document as required by the Board.

(3) Upon satisfaction of information provided for under subparagraph (2), the Board may direct the consulting unit to be registered as a firm.

(4) Where in the government entity, a registered consulting unit offers consultancy for a given project, the registered unit shall not provide goods, works or services related to the same project.

(5) A person who contravenes the provision of this paragraph shall be liable to a penalty as prescribed in the Second Schedule.

Board's power to call for further information

**31.**-(1) An applicant for registration shall furnish the Board with further information or corroborative

evidence of the particulars given in his application which may be called for the purpose of considering such application and the Board may call upon such applicant to appear before the Board at his own expense.

(2) Nothing in these By-laws shall deprive the Board of any of its powers of acting upon further evidence which may be produced at a later date which may prove the incorrectness of any statement made in such application.

Withholding of information or appearance by an applicant

**32.** If an applicant refuses to furnish any further information or fails to appear personally before the Board within the period of one month from the date of notification, the Board may refuse or reject such application.

Board may accept or reject an application

**33.-(1)** The Board may, consider, accept or reject an application for registration and any report of a committee.

(2) Notwithstanding subparagraph (1), the decision of the Board shall be communicated to the applicant by letter addressed to him on the address appearing on his application form through registered mail or recorded delivery or electronic mail.

Update information

**34.-(1)** At the beginning of each year, and in any case not later than 31st of March, every person or firm entered into the Board's register shall submit to the Board an updated information about himself or itself using the Board's information update forms.

(2) Failure to submit information as required under subparagraph (1), shall attract penalty as prescribed by the Board.

(3) Where it is established that misleading information has been issued to the Board, the Board shall determine other measures to be taken in addition to the penalty set out under subparagraph (2).



Fees to be paid at the time lodging of an application

**35.** Every applicant seeking registration shall pay all required fees as prescribed in the Third Schedule to these By-laws at the time of lodging his application.

Duty of the principal in the firm

**36.-(1)** It shall be the duty of a principal of the practicing firm to ensure that all directors, members, partners, proprietor or owners in the firm are registered with the Board as architects, interior designer, landscape architect, furniture architect, naval architect, conservation architect, architectural technologist, quantity surveyor, building surveyor or construction manager.

(2) All professional liability shall rest with natural persons of the respective professions regardless of the type of the firm through which the project has been registered.

Professional capacity building

**37.-(1)** Every firm operating in Tanzania shall provide an undertaking in a form to be provided by the Board as to the nature, period and qualifications of professionals working for or under it, and it shall show how it contributes to the local capacity building.

(2) Failure to provide an undertaking as specified in subparagraph (1), shall be liable to a penalty as prescribed in the Second Schedule to these By-laws.

Fee for persons in the register and sub register

**38.-(1)** Subject to the provision of paragraph 23, an applicant who is eligible to be entered in the register shall pay-

- (a) non refundable application fees,
- (b) registration fees,
- (c) annual subscription fees,
- (d) registration certificate fees,
- (e) annual practicing licence fees; and
- (f) official stamp fees.

(2) Subject to the provision of paragraph 24, an applicant who is eligible to be entered in the sub register shall pay-

- (a) non refundable application fees,

- (b) registration fees,
- (c) annual subscription fees, and
- (d) registration certificate fees.

Return of fee to unsuccessful applicant

**39.** The registration fees, annual subscription fees, registration certificate fee, practicing licence fee and official stamp fees paid under paragraph 38 by an unsuccessful applicant, shall be returned to the applicant, as the case may be, after notifying him of the Board's decision.

Fees not refundable

**40.** In the event of the name of a person or firm being deleted from the register for any reason, the registration fee and annual subscription fee or any part thereof already paid shall not be refundable to such person or firm.

Default in payment of annual fee

**41.-(1)** Where a registered person or firm fail to pay annual subscription fee upon the due date, such person or firm shall be notified by the Registrar of such default by recorded delivery, registered letter or electronic mail to the address appearing in the register.

(2) The annual fee shall become due on the First day of January of each calendar year.

(3) A person or firm, whose application for registration has been approved after 30th of October of the calendar year, shall pay an annual fee calculated as appropriate for that remaining period of the year.

(4) Where by the end of June of each year, any registered person or firm fails to pay the entire amount of the annual subscription fees for the current year, such registered person or firm shall pay a penalty of thirty percent of the outstanding annual subscription fees remained unpaid.

(5) Whereby on 1st of January a registered person or firm failed to pay the entire amount of the annual subscription fees of the preceding year, the defaulter's registration shall be suspended and such suspension shall remain in force until reinstated by the Board.

(6) Whereby on 1st of January a registered person or firm failed to pay the entire amount of the annual subscription fees for two years, the Board shall delete his name from the register.

(7) If the name of a person is being deleted from the register at his own request, no annual fee shall be required for the subsequent year.

Payment for deletion

**42.** In the event of the name of a registered person being deleted from the register, the annual subscription fee due at the date of deletion from the register shall be paid forthwith.

Payment during suspension

**43.** A firm or person who is suspended by the Board shall continue to pay an annual subscription fee notwithstanding the suspension.

Notice for payment of annual fee

**44.** The Board shall issue a notice for payment of annual subscription fee and annual practicing licence to registered person or firms in accordance with the level of registration of the following year, one month before the end of calendar year.

Fee payable upon re-registration

**45.** Where the name of a firm or person is deleted from the register, restoration shall not be effected until such firm or person pays to the Board:

- (a) any part of the annual fee which remained unpaid;
- (b) current registration and annual subscription fee; and
- (c) any other fee or penalty as the Board may prescribe.

Outstanding balance remitted in case of death

**46.** Where a registered person dies and a balance of the total prescribed fee remains unpaid, such balance shall be cancelled by the Board and the estate of such deceased person shall not be liable for the payment of such outstanding balance.

Outstanding balance where the name is deleted at own request

**47.** Where the name of a registered person or firm is deleted from a register at own request, any part of the annual subscription fee remaining unpaid shall, immediately become due and shall be paid forthwith:

Provided that, subject to the return of the registration certificate and practicing licence, the Board may remit the whole or part of such payment, as it deems fit.

Exemption from payment of annual fee

**48.** Upon application to the Board, a registered person of aged above sixty five years, sickness or any other reason approved by the Board, may be exempted from paying the annual fees.

Official stamp

**49.-(1)** The Board shall issue an official stamp to every registered person or firm under these By-laws upon payment of the fees prescribed by the Board.

(2) The official stamp shall be used to approve or certify documents such as drawings, certificates, valuation, bills of quantities, technical reports and any other relevant professional documents.

(3) Where a registered person or firm uses official stamp, shall ensure his name, signature and date are affixed.

(4) Failure to use an official stamp issued by the Board when approving or certifying professional documents as specified in subparagraph (2) and (3) shall be liable to a penalty prescribed in the Second Schedule.

(5) An official stamp issued to a foreign firm shall be valid for a duration specified in such specific assignment or investment.

Deletion of a name from a register

**50.-(1)** The name of a registered person or firm shall be deleted from the register upon instructions issued by the Board in the event of death of a registered person or upon the written request by the registered person.

(2) Where deletion from register is being considered in accordance with section 24(1) (a) of the Act, and the Board shall send notice through registered

mail to the registered person using the address appearing in the register.

(3) If the registered person does not reply within a period of three months, the Board shall send a final reminder and if such person does not reply to the final reminder within three months, the Board shall delete the name from the register.

Endorsement on removal of a name from the register

**51.** Where the registered person or firm is either suspended or deleted from a register for any cause, the Registrar shall endorse in the register such suspension or removal, as the case may be, and publish in the *Gazette* and public media of such suspension or deletion.

Certificates or practicing licence to be returned to the Board

**52.** Upon suspension or deletion of a registered person or firm from a register, such person or firm shall within twenty one days surrender registration certificate and practicing licence to the Board.

Prohibition to engage indirectly after suspension or deletion

**53.** Upon suspension or deletion from the register, such person shall not indirectly offer or be engaged in any entity, firm or company offering architectural or quantity surveying services in whatever manner.

Power to sue for return of certificate

**54.** Subject to section 24(4) of the Act, where a person refuses to surrender a certificate upon demand by the Board, the Board shall have power to take legal action for the recovery thereof and the offender shall incur all the costs.

Method of dealing with returned certificates and practicing licences

**55.** Upon the surrender of a certificate of registration or practicing licence, the Board shall-

- (a) in case of suspension, hold the certificate of registration or practising license until the person or firm to whom it relates has been reinstated;
- (b) in case of a firm whose name is deleted from the register, cancel the certificate of registration;

- (c) in case of a person whose name is deleted from the register for reasons other than death, cancel the certificate of registration;
- (d) in case of a deceased person, endorse the certificate with a note of the death and in the case of a firm ceasing to exist, cancel the certificate of registration and thereafter may return the certificate to the representative of the deceased person if so requested.

Applications for restoration of registration

**56.** A registered person or firm whose name has been deleted from a register and wishes to be restored in the register shall apply to the Board by filling in the re-entry application forms and such application shall be considered in accordance with the provisions of paragraphs 18 to 21.

Information extracted from register and directory

**57.-(1)** The Registrar shall issue in its register or sub register list, copies of documents or extracts relating to any entry of a registered person or firm upon application for inspection and payment of a prescribed fee.

(2) The Registrar shall compile list of names of registered persons and firms and their contact information that may be issued to public upon payment of a prescribed fee.

#### PART IV PROFESSIONAL EXAMINATIONS AND TRAINING

Professional examinations

**58.-(1)** The Board shall conduct professional examinations in various specialties of architecture and quantity surveying.

(2) Subject to subparagraph (1), the Board in collaboration with Architectural Association of Tanzania and Tanzania Institute of Quantity Surveyors may conduct review courses and professional examinations for various specialties in architecture and quantity surveying.

Categories of examination

**59.** Category of professional examinations conducted by the Board shall be-

- (a) intermediate level professional examinations, and
- (b) final level professional examinations.

Qualification for attempting examination

**60.** A candidate before attempting examination shall-

- (a) possess the minimum qualifications prescribed for a particular level of examination,
- (b) register with the board at a graduate level; and
- (c) pay the appropriate examination fees as prescribed by the Board.

Eligibility for intermediate examination

**61.-(1)** An applicant wishing to sit for intermediate level professional examinations shall fulfill the following conditions:

- (a) in case of architecture, a graduate whose duration of training is less than five years and minimum of three years;
- (b) in case of conservation architecture, a graduate whose duration of training is less than five years and minimum of three years;
- (c) in case of naval architecture, a graduate whose duration of training is less than seven years and minimum of three years;
- (d) in case of architectural technologist, landscape architecture or interior design, a graduate whose duration of training is less than four years and minimum of three years; or
- (e) in case of quantity surveying or construction management or building surveying or building economics, a graduate whose duration of training is less than four years and minimum of three years.

(2) Notwithstanding the provision of subparagraph (1), the Board in collaboration with Architectural Association of Tanzania, Tanzania Institute of Quantity Surveyors and relevant authorities shall have power to determine level of professional examination of the applicant in the professional examination process.

Eligibility for final examinations

**62.**-(1) An applicant who wants to sit for final level of professional examinations shall fulfill the following conditions:

(a) in case of architecture:

- (i) be a graduate whose duration of training in architecture is not less than five years;
- (ii) be a graduate whose duration of training in conservation architecture is not less than five years;
- (iii) be a graduate whose duration of training in naval architecture is not less than seven years;
- (iv) be a graduate whose duration of training in landscape architecture or interior design is not less than four years;
- (v) be a graduate whose duration of training in architectural technologist is not less than four years;

(b) in case of quantity surveying:

- (i) a graduate whose duration of training in quantity surveying is not less than four years;
- (ii) a graduate whose duration of training in construction management, building economics or building surveying is not less than four years,

and have attained two years of practical professional experience under supervision of registered person in the register, as the case may be.



(2) An applicant who qualifies for intermediate level professional examination under paragraph 61 and wishes to sit for final level professional examinations shall satisfy the Board that he has passed the intermediate level professional examination or possesses a post graduate certificate in architecture or quantity surveying and the related fields.

Mode of examinations

**63.**-(1) Intermediate level professional examination shall be in written examinations.

(2) Final level professional examinations shall entail:

- (a) assessment of logbook and professional training report;
- (b) oral interview; and
- (c) written examinations upon fulfilling the requirements of subparagraph (2) (a) and (b).

(3) Notwithstanding the subparagraph (1) and (2), the Board shall have the power to alter modality of conducting professional examination at any time as it deems fit.

Application conditions

**64.**-(1) An applicant shall submit to the Board a duly completed application forms not later than four months before the date of examination.

(2) Applications received after the date specified in subparagraph (1), and not later than three months before the examination date, shall be accepted subject to payment of a penalty of twenty five percent of the examination fee.

(3) Applications received within three months before the date of commencement of examination session may not be considered for examinations in that session.

Submission of examination application form

**65.** The applicant shall submit the application in prescribed form together with:

- (a) two recent passport size photographs duly signed by the applicant at the back;

- (b) certified copies of all certificates relevant to the applied examinations;
- (c) for the final level examinations, evidence of two years practical professional experience supported by a letter from the candidate's training supervisor;
- (d) evidence of payment of application fees; and
- (e) current *curriculum vitae*.

Practical  
experience report

**66.** The practical professional experience shall be submitted to the Board as a report in one original and two copies within three months from the date of commencement of examination session.

Qualification for  
final examinations

**67.** A candidate shall qualify to sit for final examinations after successful assessment of logbooks, practical experience report and oral interview.

Examination fees

**68.** The examination fees shall be paid within seven days after the candidate has been approved to attempt the examinations.

Postponement of  
examination

**69.-(1)** An applicant who wishes to postpone examination shall give reason in writing for such postponement.

(2) If in the opinion of the Board, a candidate postpones examination without satisfactory reason, the Board shall forfeit the paid examination fees.

(3) Candidates who found to have satisfactory reasons for postponing the examination shall be required to pay for any difference of fee between the current and the paid up amount.

(4) Postponement shall be for the whole examination and a candidate who withdraws from individual subjects of the examination, the Board shall forfeit his paid up examination fees.

Failure and re-sitting examination

**70.**-(1) Any candidate who fails any subject at the final examination or intermediate examination shall be required to re-sit the failed subjects.

(2) Subject to subparagraph (1), a candidate shall be required to clear the referred subjects within a period of two years after the announcement of the results of the examination for which the candidate was referred and after the expiry of such period, the candidate shall be required to repeat the whole examination.

(3) Notwithstanding the provisions of subparagraph (2), a candidate shall be allowed to re-sit the failed subjects three times only and a candidate who does not clear the failed subjects shall be required to repeat the whole examination.

(4) The results of the examination shall be marked on pass or fail basis with a pass mark of fifty percent.

Information on examination

**71.** The Board shall make decision on examination results and inform the candidate within a period of fourteen days of Board's decision.

Review of examination results

**72.**-(1) The Board may review its decision on examination results upon application made by a candidate who is not satisfied with his results.

(2) The application for a review of examination results shall be lodged within a period of one month from the date of publication of the results and upon payment of a non refundable review fee as prescribed for under these By Laws.

Appeal against examination results

**73.** A candidate who is not satisfied with the decision of the Board regarding his request for a review of examination results may appeal to the Appeals Authority within thirty days from the date of the decision.

Appointment of examiners

**74.**-(1) The Board shall appoint internal and external examiners who shall be in the profession of architectural, quantity surveying or other profession as

the Board may deem appropriate and who shall be responsible for setting, moderating and marking examinations.

(2) The tenure of examiners shall be three years and may be eligible for re- appointment for another term.

(3) The Board may revoke and replace appointment of any examiner if he fails to discharge his duties as assigned under these By-laws or for any other reason.

(4) A registered person who has been appointed as examiner under these By-laws shall be required to abide the professional code of ethics in carrying out his duties and functions.

Examination results

**75.**-(1) The examination marks made by examiners shall be submitted to the relevant Committee of the Board.

(2) The Committee shall moderate the results submitted to it under subparagraph (1) as it deems fit before recommending them to the Board for approval.

(3) Examiners shall submit their final examination marks to the Board within stipulated dates on the examination calendar.

Cheating in examinations

**76.** A candidate who found to be cheating in examination, shall be disqualified from the examinations process and disciplinary action shall be taken against him as may be determined by the Board.

Examinations guidelines

**77.**-(1) The Board shall prepare examination guidelines which may be reviewed from time to time.

(2) Candidates shall be required to abide to the examination guidelines specified in subparagraph (1).

(3) A candidate who contravenes the provision of this paragraph shall be disqualified and the Board may take disciplinary action against him.

Professional training modes

**78.**-(1) The Board shall have the following professional training modes-

- (a) programme conducted by the Board includes:
  - (i) internship programme;
  - (ii) field attachment; and
  - (iii) professional training.
- (b) programme conducted by other institutions includes:
  - (i) activities under continuing professional development;
  - (ii) field work; and
  - (iii) professional training recognised by the Board.

Administering of  
internship

**79.**-(1) The Board in collaboration with Architectural Association of Tanzania and Tanzania Institute of Quantity Surveyors shall administer internship programme and Architectural and Quantity Surveying Internship Programme in accordance with the guidelines provided for in the logbook and any other guidelines provided for by the Board from time to time.

(2) The objective of internship programme and Architectural and Quantity Surveying Internship Programme shall be to enable the Candidates to acquire sufficient professional competence that may enable him to register with the Board.

Internship by  
registered person

**80.**-(1) A registered person under a register shall have a duty to create and provide opportunity for internship or Architectural and Quantity Surveying Internship Program to candidates aspiring to become professional and a refusal or failure to provide such training shall be considered to be professional misconduct.

(2) A registered person under a register who receives candidates for internship or Architectural and Quantity Surveying Internship Program shall immediately notify the Board the name of candidate, address and other particulars.

(3) The Board shall issue training conditions and guidelines to candidates under internship programme or

Architectural and Quantity Surveying Internship Program that shall be abided by candidates and trainers during the training period.

(4) A registered person under a register who receives candidate for internship shall notify the Board of the completion or cancellation of professional training of any candidate.

(5) In the event of cancellation of internship, a register person under a register shall inform the Board of the reasons for cancellation.

(6) Upon completion of internship programme the candidate shall submit to the Board three copies experience report log book.

Continuing  
professional  
development

**81.-**(1) The Board shall conduct continuing professional development programmes and other professional courses for all registered persons for enhancement of professional competence, skills and competitiveness in discharging of their professional duties.

(2) A registered person shall ensure that he attends continuing professional development programmes as prescribed by the Board and obtains a minimum of twenty hours of continuing professional development in every calendar year.

(3) Where a registered person exceeds the annual requirement of twenty hours of professional development in the year under review, a maximum of five excess hours obtained from structured or unstructured activities may be carried forward into the following year.

(4) A registered person who attends continuing professional development programme or any other course provided by the Board shall pay in a manner prescribed by the Board from time to time

(5) For the promotion and advancement of professions of architecture and quantity surveying, Architectural Association of Tanzania and Tanzania Institute of Quantity Surveyors shall conduct continuing

professional development seminar and courses at least once a year.

CPD seminar attendance

**82.** A registered person shall submit evidence of annual attending recommended CPD seminar as specified in the paragraph 83.

Continuing professional development activities

**83.-(1)** The Board shall recognise the following structured activities as contributing to the professional development of registered persons:

- (a) relevant postgraduate degree, diploma or certificate;
- (b) attending seminars, short courses, lectures, conferences, symposia or professional development matters conducted by Architectural Association of Tanzania, Tanzania Institute of Quantity surveyors or any other institution or body relevant to the construction industry;
- (c) in-house courses and training on technical, management or professional development matters relevant to construction industry;
- (d) writing, editing, publishing or reviewing of professional By-laws in journals, books or conference proceedings;
- (e) conducting accredited courses, lectures, seminars, conference, symposia and workshops; and
- (f) registering architectural or quantity surveying patent.

(2) The Board shall recognise the following unstructured activities as contributing to the professional development of registered persons:

- (a) involvement in management of professional societies, Boards and technical committees;
- (b) conducting or attending informal in house training;
- (c) attending professional or technical courses not accredited;

- (d) attending organised technical site visits and exhibitions;
- (e) involvement in litigation, arbitration, arbitrator or expert witnesses; and
- (f) any other activity as the Board may approve.

**PART V  
REGULATION OF ARCHITECTURAL AND QUANTITY  
SURVEYING ACTIVITIES**

Responsibilities  
of registered  
persons

**84.**-(1) A registered person who performs his duties shall exercise reasonable skills, professionalism, integrity, competence and observe code of conduct and ethics as provided in the Fourth Schedule.

(2) A registered person shall ensure-

- (a) moral responsibility to his associates, subordinates and the public;
- (b) that his work is safe and enhances welfare of the community; and
- (c) is dispensed with due care to environment and value for money.

(3) A registered person who contravenes the code of conduct and ethics provided for in the Fourth Schedule, the Board having inquired into the alleged misconduct may take the following actions:

- (a) take no further action;
- (b) caution the registered person or firm;
- (c) impose a penalty as prescribed in the Second Schedule;
- (d) suspend the registered person or firm from practice; or
- (e) delete the name from the register or sub register.

Mode of practice  
of persons under  
register

**85.** A registered person under a register shall conduct his services or practice professional business individually or through registered firm.



Mode of working  
for persons under  
sub-register

**86.**-(1) A person whose name is entered in the sub-register, shall work under supervision of a registered person in the register and such supervision shall be carried out through individual or a registered firm.

(2) Any person whose name is entered in the sub-register and offers architectural or quantity surveying services to the public commits an offence and shall be liable to a penalty as prescribed in the Second Schedule, or disciplinary action as the Board may determine.

Design and build  
projects

**87.**-(1) Where an entity undertakes works on design and build method of procurement, the architectural or quantity surveying services shall be handled by architectural or quantity surveying firms and that entity shall apply for registration.

(2) Where the Board is satisfied with the ability of the entity to handle the project professionally, shall register that entity as a firm on temporary basis for the specific duration of the project as provided for under section of 35(3) of the Act.

Project  
management

**88.**-(1) Where a person or firm undertakes the project management of a building or construction works, the architectural or quantity surveying services shall be handled by an architect or quantity surveyor, and that person or firm shall apply for registration to the Board as a project manager.

(2) A person shall not be qualified to be registered as a project manager unless he-

(a) is an architect, quantity surveyor or engineer;  
and

(b) has undertaken course in project management as approved by the Board.

(3) Where a client engages an architect or quantity surveyor or firm as a project manager, such project manager shall not be qualified to be the project architect or quantity surveyor of the same project.

Practice notes

**89.**-(1) The Board shall issue practice notes from time to time to regulate the activities and conduct of registered person.

(2) The practice notes shall be part of the code of professional conduct and shall be observed by the registered persons.

(3) It shall be responsibility of every registered person to ensure that he is aware of their practice notes and code of ethics and conduct.

Conflict of interest

**90.** The practice of architecture and quantity surveying shall be in such a manner as to avoid conflicts of interest as prescribed in the Architects and Quantity Surveyors Board's Code of Conduct and Ethics.

Obligation of clients

**91.**-(1) Subject to section 37(1) of the Act, all clients, local or foreign, government or private, international organisations, NGOs, promoters, developers, owners, sponsors, financier or procuring entity of a project that requires the services of a registered person or firm shall ensure that they engage the service of a registered person or firm prior to the commencement of the project or work.

(2) It shall be the duty of the client to ensure that he engages registered person or firm in both stages of designing and construction works.

(3) A person or firm shall not undertake services as an architect, interior designer, landscape architect, conservation architect, naval architect, architectural technologist, furniture architect, quantity surveyor, building surveyor, building economist, construction manager or project manager unless he is registered by the Board.

(4) A person who contravenes this paragraph commits an offence and shall be liable to a penalty as prescribed in the Second Schedule.

Appointment and employment of consultants

**92.**-(1) Where the client employs a consultant, either directly or through the agency of an architect or

quantity surveyor, such client shall hold each consultant and not the architect or quantity surveyor, responsible for the competence, general inspection or performance of the work entrusted to that consultant.

(2) In the execution of such work provided for subparagraph (1) where the contract between the client and the contractor affect any responsibility of the architect or quantity surveyor for issuing instructions or for other functions shall be described as the duty of the architect or quantity surveyor under that contract.

(3) The architect shall have the authority to co-ordinate and integrate into the overall design the services as provided by any other consultant.

(4) A specialist contractor, sub-contractor or supplier who is employed by the client for designing and execution of any part of work may be nominated by the architect and the client shall hold such contractor, sub contractor or supplier, and not the architect responsible for the competence, proper execution and performance of work entrusted to that contractor, sub-contractor or supplier.

(5) The architect shall be responsible for the direction and general co-ordination and integration of the design and periodic supervision and inspection as may be necessary to ensure that the architectural work is executed in accordance with the building standards and codes.

(6) A client shall employ a contractor under a separate agreement to undertake construction or other works.

(7) The client shall hold the contractor and not the architect to be responsible for the contractor's operational methods and for the proper execution of works.

(8) Where a more frequent or constant inspection is required, the architect may employ a clerk of works who shall be under the architect's direction and control.

(9) The clerk of works employed under subparagraph (8) shall be paid by the client.

(10) Except where negligence is proved, the architect or quantity surveyor shall not be liable for any damage or loss resulting from any acts of contractors or suppliers which are-

- (a) not in accordance with the contract documents or the architect's or quantity surveyors instructions;
- (b) performed to any lesser specification than called for by the contract documents; and
- (c) sub-standard in execution of works expected by a competent contractor or supplier engaged on work similar to that covered within the scope of the works.

(11) The architect is responsible for the direction and integration of specialists work and shall not be responsible for detailed design, supervision or performance of consultants or sub-consultants of the project.

Office inspection

**93.**-(1) The Board or any other person appointed by the Board shall, at any time enter and conduct spontaneous office inspection to any firm office or any other office offering such services when it deems appropriate.

(2) Upon verifying that there are services being offered in the way it is not proper, or in contravention with the Act or these By-laws, the person offering such services shall be liable for disciplinary action imposed by the Board.

(3) Any person who refuses to co-operate with a person appointed by the Board to conduct office inspection or attempt to hide information, shall be liable to penalty as prescribed in the Second Schedule to these By-laws or disciplinary action, as determined by the Board.

(4) It shall be an obligation of the employer employing architects, interior designers, landscape architects, furniture architects, naval architects, conservation architects, architectural technologists,

quantity surveyors, building surveyors and construction manager to file the particulars of his employees to the Board upon submission of annual information update.

Power to enter and inspect site

**94.**-(1) The Board or any person appointed by the Board may enter, inspect any building or construction site for the purpose of inspecting architectural and quantity surveying works or services without prior notification.

(2) The Board may, seek police assistance from the nearest police station when entering and inspecting the building or construction site in the performance of its functions under these By-laws.

(3) Any person who, without a sufficient cause refuses to answer fully and satisfactory to the best of his knowledge and belief all questions put to him, or refuses to produce any document in his possession or under his control, commits an offence and shall be liable to a penalty as prescribed under the Second Schedule.

Standard form for site inspection

**95.**-(1) The Board shall use standard form as set out in the First Schedule when conducting inspection of site.

(2) An authorised person who is present at the site at the time of inspection shall sign documents issued by the officers of the Board.

Items for inspection on site

**96.**-(1) The site inspection officer may require any information regarding operations on site including access to project information, documents and taking photographs, videos, checking minutes of site meetings, working and detailed drawings, specifications, un-priced bills of quantities, site instruction book, visitors book, sticker, various statutory permits, manuals and any other information as he may deem necessary.

(2) A registered person shall ensure that all documents and drawings in the construction site are issued by an authorised individual profession or firm and duly stamped and signed.

(3) Where the site inspection officer has no access for reasons of closure, obstruction or any other reasons, or after accessing the site he does not obtain sufficient information as specified in subparagraph (1), he shall issue a notice as prescribed by the Board and post or affix it at the conspicuous place of the building or construction site.

(4) The site inspection officer shall register his name and signature on the visitor's book at the site or in the prescribed form when available.

(5) The owner or developer of the site or his representative shall reply to the notice specified in subparagraph (3) within the time stated in the notice

(6) Where the owner or developer of the site or his representative failed to reply to the notice specified in subparagraph (5) within the time stated in the notice, the Board may take further legal action as provided under the Act.

Signboard sticker

**97.**-(1) All signboards shall have a sticker affixed on the left hand side of the name of architectural and quantity surveying firm involved in the construction project.

(2) A valid sticker under subparagraph (1), shall be that which has been issued by the Board.

Architects site instruction book

**98.**-(1) Every building or construction site shall maintain an architect's site instruction book issued by the Board in which the project architect shall record the instructions issued to the contractor upon payment of a fee as determine by the Board from time to time.

(2) An architect who contravenes subparagraph (1), shall be liable to a penalty as prescribed in the Second Schedule.

Sticker and site instruction book to be used in one project

**99.**-(1) An architect or quantity surveyor when registering a project shall be issued with a sticker upon payment of a fee prescribed by the Board from time to

time, depending on the cost of the construction or building project.

(2) Each sticker and site instruction book issued under paragraph 98, shall be used only for one building or construction project.

Architect to inspect progress of works

**100.**-(1) The architect shall inspect the progress and quality of work on the site at appropriate intervals depending on the size and complexity of work and as may be agreed with the client to ensure that work is executed in accordance with the contract documents.

(2) Where the Board or its agent finds that the project architect is not conducting inspection as required under subparagraph (1), the architect shall be liable to a penalty as prescribed in the Second Schedule.

Site meetings

**101.**-(1) The architect shall conduct site meetings, keep record and circulate minutes to client, contractors, quantity surveyors, engineers, and clerk of works in a format prescribed by the Board.

(2) The site meetings shall be conducted on the construction or building site at appropriate intervals depending on the size and complexity of the work and the speed of the progress as may be agreed in accordance with the contract documents.

Monitoring documents

**102.**-(1) The documents used by the Board or its agent to monitor activities of architecture and quantity surveying services shall include the following:

- (a) site and office inspection forms;
- (b) signboard sticker;
- (c) show cause notice;
- (d) penalty notice;
- (e) stop order or intention to issue a stop order; and
- (f) items specified in paragraph 96(1).

(2) The documents under subparagraph (1) shall be in forms as set out in the First Schedule.

Stop order

**103.**-(1) The Board may issue stop order to any ongoing building or construction works if it is satisfied that such works endanger or threatens life, property, environment, welfare or contravene any provision of these By-laws or other public interests as may be determined by the Board.

(2) The Board may lift a stop order to any building or construction works when it is satisfied that corrective measure to address the conditions that necessitated the issuance of the stop order has been complied with.

Signboard

**104.**-(1) A lead consultant who is an architect or quantity surveyor in a building or construction works shall ensure that, before the commencement of the construction works, a signboard is erected and fixed at conspicuous location for easy visibility and readability as part of the preliminary or preparation of the construction works.

(2) An architect or a quantity surveyor who contravenes subparagraph (1) shall be liable to the penalty prescribed in the Second Schedule.

Demounting the Signboard

**105.**-(1) The signboard shall remain in position until the whole construction work is completed or until the construction activities have ceased to take place.

(2) The signboard shall be demounted within thirty days from the date of practical completion or from the date of cessation of construction activities.

(3) For the purpose of subparagraph (1), construction is considered to have ceased to take place if no construction work has been going on at the site for a continuous period of sixty days.

(4) An architect or quantity surveyor who contravenes subparagraph (1) shall be liable to the penalty prescribed in the Second Schedule.

Information in signboard

**106.**-(1) The information in the signboard shall be in Helvetica Medium letters and in the following order:



- (a) name of the construction project and owner which shall have the size of 100 mm written in white on black background;
- (b) planning consent and permit numbers which shall have the size of 25mm black letters on blue background; and
- (c) names of consultants and contractors involved in the project shall be written in black letters on white background where consultant's title shall be in 50 mm letters and consultant's name shall be in 75mm letters, and the order of appearance shall be as follows:
  - (i) project manager, if appointed;
  - (ii) architect;
  - (iii) structural engineer;
  - (iv) quantity surveyor;
  - (v) services engineer;
  - (vi) other consultants, if any;
  - (vii) main contractor; and
  - (viii) sub-contractors, if any.

(2) Where a firm' logo is preferred, it shall be affixed on the right-hand side of the firm name.

(3) The standard signboard shall be in a form set out in the First Schedule.

(4) Any person who violates the conditions stipulated under sub paragraph (1), shall be liable to penalty prescribed in the Second Schedule which shall be paid by the project architect or quantity surveyor.

Projects register

**107.**-(1) There shall be a register which shall be used for registering and recording all construction or building projects.

(2) It shall be the duty of registered person or firm to register the project prior to commencement of the project.

(3) The registered person or firm shall register the project within thirty days after securing the project irrespective of whether the construction works has commenced or not.

(4) A registered person or firm shall register the entire building or construction project and not phases of the project.

(5) The projects register shall be used for monitoring and regulating activities of architecture and quantity surveying and for other purposes as may be determined by the Board.

(6) A person who provides false information on the contract value for consultancy services or cost of the building project shall be liable to a penalty prescribed in the Second Schedule or disciplinary action as may be determined by the Board.

(7) A registered person or firm which fails to register the project with the Board within thirty days from the date of securing the project commits an offence and shall be liable to a penalty prescribed in the Second Schedule.

Office plaque display

**108.**-(1) A registered firm's office shall have an office plaque.

(2) The office plaque shall be positioned on the front door of the office, and in the case of a high-rise building, be positioned in a conspicuous place of a building.

(3) The office plaque shall remain in position for the whole period the office remains registered with the Board.

(4) The font size of the office plaque shall not exceed 20 mm in size.

(5) The office plaque shall contain the following information:

- (a) the name of the firm;
- (b) the firm's contact address; and
- (c) the firm's logo, if any.

(6) An architect or quantity surveyor who contravenes the provision of this paragraph commits an offence shall be liable to a penalty as prescribed in the Second Schedule.

Firm to use letter head

**109.**-(1) A firm shall have a letter head which shall be used in its official communications.

(2) The firm shall submit to the Board sample of the letter head for records, and whenever there are changes in the letter head the firm shall, within thirty days, inform the Board of the changes.

Contents of letter head

**110.**-(1) The letter head specified in paragraph 109 shall contain the following information:

- (a) name of the firm and logo;
- (b) postal address;
- (c) physical address;
- (d) telephone number;
- (e) fax number (if any);
- (f) e-mail address; and
- (g) names and qualifications of all principals.

(2) The letter size in the letter headed paper shall not exceed 10 mm.

(3) The font size in letter head shall be as follows-

(a) the names and qualifications of all principals shall not exceed 4 mm; and

(b) all other letters shall not exceed 10 mm.

(4) The letter head shall not be designed and presented to cause any embarrassment, ambiguity or disgrace to the profession or to the public.

(5) Any person who contravenes this paragraph Commits an offence and shall be liable to a penalty as prescribed in the Second Schedule.

Advertisement

**111.**-(1) A registered person in the register shall not advertise his services to the public.

(2) Notwithstanding subparagraph (1), a registered person may publicize his service through:

- (a) office plaque;
- (b) firm's letter head;
- (c) project site signboard;
- (d) business cards;
- (e) professional journals, recognised digital platforms or website;

- (f) business or postal directory; or
  - (g) standard projects administration certificates.
- (3) The information to be published subparagraph (2)(d) and (g) shall not be ostentious and shall be limited to-

- (a) names of the architect or quantity surveyor;
- (b) contact addresses; and
- (c) non graphical publication of professional services offered by the architect or quantity surveyor.

(4) subject to subparagraph (2), registered person shall not publicize in a manner which-

- (a) is likely to diminish the public confidence in the profession or otherwise bring the profession into disrepute;
- (b) may reasonably be regarded as misleading, deceptive, inaccurate, false or in any way unbefitting the dignity of the profession; or
- (c) is determined and pronounced by the Board to be an undesirable manner of publicising the practice of the profession.

(5) It shall be responsibility of every registered person to ensure that any publicity relating to his practice complies with these By-laws, whether such publicity is conducted by him or any other person on his behalf.

(6) Where a registered person becomes aware of any impropriety in any publicity relating to his practice, it shall be his responsibility to use his best endeavours to procure the rectification or withdrawal of the publicity, and prevent its recurrence.

(7) A registered person who contravenes these By-laws shall be liable to a penalty as prescribed in the Second Schedule or disciplinary action as determined by the Board.

Copyright

**112.-**(1) Copyright of all drawings, bills of quantities or professional documents prepared by the architect or quantity surveyor and in any works executed from those drawings or bills of quantities or professional

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documents shall, unless otherwise agreed on a specific contract, remain the property of the architect or quantity surveyor in accordance to the Copyright and Neighboring Rights Act.

(2) The client is entitled to reproduce the drawings, bills of quantities or professional documents and proceed to execute the project provided that:

- (a) the entitlement applies only to the site or part of the site to which the drawings or professional documents relates;
- (b) the architect has completed the scheme design or has provided detail design and necessary production information including the bills of quantities prepared by the quantity surveyor; and
- (c) any fees due to the architect or quantity surveyor have been paid.

(3) The entitlement under subparagraph (1) and (2), shall apply to the maintenance, refurbishment, repair, renewal, alteration, restoration, reconstruction, renovation, rehabilitation or conservation of building works.

(4) Where an architect or quantity surveyor has not completed the scheme design, drawings or documents or where the client and the architect or quantity surveyor have agreed that the provisions of subparagraph (2), shall not apply, the client shall not reproduce the design, drawings or documents or proceed to execute the project without the consent of the architect or quantity surveyor and payment of any additional fee that may be agreed in exchange for the architect's or quantity surveyor's consent.

(5) The registered person shall not unreasonably withhold his consent under these By-laws.

(6) Where a registered person unreasonably withholds his consent, the Board shall, upon application by the interested party, have power to direct issuance of such consent and the registered person shall be required

to comply with such directive of the Board within fourteen days.

Professional indemnity insurance

**113.**-(1) A registered person shall not undertake professional work without adequate and appropriate professional indemnity insurance cover.

(2) A registered person shall maintain a minimum level of insurance cover annually as prescribed by the Board from time to time.

(3) An registered person shall annually provide evidence to the Board that he has obtained appropriate insurance cover as prescribed under subparagraph (2).

Statutory permits and occupational certificates

**114.**-(1) Upon application of a planning consent or building permit, the relevant authority that approves the architectural or quantity surveying drawings or documents, shall ensure that prior to consideration of such submissions , the drawings or documents have been lodged by an architect or a quantity surveyor, as the case may be.

(2) The relevant authority shall, before issuing planning consent, ensure that the application for planning consent is accompanied with:

- (a) architectural scheme design; and
- (b) preliminary cost estimates.

(3) The relevant authority shall, before issuing building permit, ensure that the application for building permit is accompanied with following:

- (a) architectural construction drawings; and
- (b) bills of quantities.

(4) Where an architect or quantity surveyor offers service for approving architectural drawings or documents, the fee charges shall be in accordance with charges prescribed in table 1 of the Fifth Schedule.

(5) Upon practical completion of a building project, it shall be the duty of an architect to furnish information to the relevant authority for the purposes of obtaining occupation certificate.

(6) Any person who contravene the provisions of this paragraph shall be liable to a penalty as prescribed in the Second Schedule.

Fronting, rubber stamping or unauthorised outsourcing practice

**115.**-(1) A registered person shall not carry out fronting, rubber stamping or unauthorised outsourcing practices when delivering professional services.

(2) For the purposes of subparagraph (1), a registered person shall be deemed to carry out fronting, rubber stamping or unauthorised outsourcing practices if he signs and stamps a professional document which he did not prepare and had no control and decision over such professional document or a construction or building project.

(3) Any person who contravene the provisions of this paragraph shall be liable to a penalty as prescribed in the Second Schedule.

Shifting from one firm to another

**116.**-(1) A registered person who intends to move to another firm shall inform the Registrar in writing within thirty days.

(2) Subject to subparagraph (1), a registered person who shifts from one firm to another shall ensure that he is not a principal of more than one firm.

Settlement of disputes

**117.**-(1) Any question arising out of the conditions of engagement and scale of professional fees and charges may be referred by a registered person or client to the Board for advise or determination.

(2) Any dispute arising out of conditions of engagement and scale of professional fees and charges which cannot amicably be resolved may be referred for settlement before the Board for arbitration which is coordinated by the Board.

(3) Parties may agree to refer a dispute on a joint statement of undisputed facts, to the Board for an opinion, and the parties shall consider the Board's decision as binding and final.

Standard form of agreement

**118.**-(1) All agreement for service between the registered person under the register and the client shall be governed by the memorandum of agreement issued by the Board upon payment of prescribed fee.

(2) A registered person or firm shall not duplicate the memorandum of agreement issued by the Board.

(3) A registered person or firm shall not carry out profession works or services based on oral agreement.

(4) A person or a firm that contravenes this paragraph shall be liable to a penalty as prescribed in the Second Schedule or disciplinary action, as may be determined by the Board.

Assignment to be by consent

**119.**-(1) An architect or client shall not assign the whole or any part of his duties to other person without a written consent of the other.

(2) A quantity surveyor or client shall not assign the whole or any part of his duties to other person without a written consent of the other.

Architectural competition

**120.**-(1) Any request or invitation, other than the request for curriculum vitae of the persons contacted, made to more than one person or firm seeking for architectural information or a service that is normally be provided by an architect, shall be considered as an architectural competition and comply with these By-laws.

(2) It shall be the duty of the sponsor of architectural competition to inform the Board and obtain approval before commencement of an architectural competition.

(3) An architect or quantity surveyor shall not take part in any architectural competition, which has not been approved by the Board.

Conditions for architectural competition

**121.**-(1) All architectural competitions shall comply with the following pre-condition for approval by the Board:



(a) a clearly defined objective and conditions of competition;

(b) a jury consisting of at least three members and not more than seven members.

(2) The Registrar of the Board shall appoint the jury after consultation with the competition sponsors.

(3) The composition of the jury shall consist of seasoned architects and other members as the Registrar may deem fit to make up the required number.

(4) There shall be prizes offered by the competition sponsors to be given to the top three proposals and other prizes may be awarded at the discretion of the sponsors.

(5) The prizes, competition conditions and criteria for assessment shall be announced at the beginning of the competition and competitors shall be aware at the outset.

(6) If a competition is cancelled after the expiry of half the competition time but before the announcement of the winning entry, then the competition sponsor shall compensate all those who were taking part in the competition by paying them the actual cost incurred by them up to the time of cancellation.

(7) Where the sponsor decides not to proceed with the implementation of the project after the announcement of the winning entry, the competition winner shall be paid twenty percent of the fees which would have become due to him when he had been appointed and undertaken work as an architect for the project.

(8) A registered person or a firm which contravenes the provision of this paragraph shall be liable to a penalty as prescribed in the Second Schedule.

Jury to rank  
entries

**122.**-(1) The jury shall rank all entries according to performance against the criteria for assessment and announce the authors of top three proposals and other prize winners.

(2) The decision of the jury shall be final and shall not be subject to review by any other body or authority, save where irregularities have been proved.

Accountability

**123.** A registered person under the register shall be held responsible for the acts of his staff.

Certified copies of registers

**124.-(1)** The Registrar shall issue to any applicant, a certified copy of information about a person or firm from the register upon application and on payment of a prescribed fee.

(2) The Registrar shall compile a certified list of registered persons and firms, copies of which may be supplied to anyone upon payment of a prescribed fee.

**PART VI  
ARCHITECTS PROFESSIONAL SERVICES AND FEE  
STRUCTURE**

*Architect's Services*

Architect's services

**125.-(1)** An architect shall provide preliminary and basic services in the work stage of inception, feasibility study, outline proposal, scheme design, detail design, production information, tender action, project planning, operational on site and completion

(2) Subject to subparagraph (1), an architect shall provide preliminary and basic services in work stages in a manner stipulated in Part A of the Sixth Schedule.

Architect's additional services

**126.-(1)** Notwithstanding the preliminary and basic services provided in paragraph 125, the architect may provide the following additional services:

- (a) surveys and investigations;
- (b) development services;
- (c) design services;
- (d) negotiations;
- (e) administration and management of building projects; or

(f) master plans.

(2) Subject to subparagraph (1), an architect's shall provide additional services in work stages in a manner stipulated in Part B of the Sixth Schedule.

Specialised services provided by architect's consultants

**127.** Architect's Consultants shall provide specialised services as follows:

- (a) quantity surveying;
- (b) structural engineering;
- (c) mechanical engineering;
- (d) electrical engineering;
- (e) information and communication technology;
- (f) acoustic engineering;
- (g) landscape architect;
- (h) civil engineering;
- (i) town planning;
- (j) furniture designing;
- (k) graphic designing;
- (l) industrial designing;
- (m) interior designing;
- (n) plant materials and design;
- (o) conservation architecture;
- (p) environment specialist; and
- (q) architectural technologist.

Services provided by Specialist in architecture

**128.**-(1) Specialist in architecture shall include landscape architect, interior designer, naval architect, conservation architect and architectural technologist and shall provide specialized services as follows:

- (a) a landscape architect shall perform specialist advice on general shaping the environment in which the building is set includes the following services:
  - (i) site design;
  - (ii) urban design;
  - (iii) park and recreational design;
  - (iv) hydrology, grade and drainage design;
  - (v) microclimate;
  - (vi) plant materials and design;

- (vii) resort planning;
  - (viii) visual resource management;
  - (ix) master planning;
  - (x) water front planning;
  - (xi) circulation planning;
  - (xii) historic preservation;
  - (xiii) environmental impact report; and
  - (xiv) landscape design and analysis.
- (b) an interior designer shall perform the following services:
- (i) design and advise on the selection and suitability of furniture and fittings; inspect the making up of such furnishings including the making up of soft furnishing;
  - (ii) advise on and prepare detailed designs for works of special quality such as shop fitting or exhibition design, either independently or within the shell of an existing building;
  - (iii) conduct special sketch studies, detailed advice on the selection of all furniture, fittings, and soft furnishings, and supervision of the making up of such furnishings and the percentage fee shall be double the normal fee for new works;
  - (iv) shop fitting and exhibition design including both the remodeling 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 shall be double for that new works;

- (v) pay fees for the design of mass-produced items of furniture may be by royalty or by time and sale of copyright and fee for the design of prototypes shall be on a time basis, and may be an advance on royalties;
  - (vi) advise on the commissioning of special works of art, the selection of paintings and sculpture, and supervising their installation, the fees shall be on time basis; and
  - (vii) advise or design of garden furniture and ornaments;
- (c) a naval architect shall perform the services of design and oversee the construction, survey and repair of marine vehicles, including naval craft, passenger and cargo ships, submarines, high-speed ferries and boats, yachts and oil rigs, these services shall include-
- (i) prepare preliminary designs;
  - (ii) consult with clients such as ship owners, ship builders and maritime research institutions;
  - (iii) estimate the initial costs and lifetime running costs of a vessel;
  - (iv) design a suitable vessel that meets performance and cost requirements;
  - (v) determine the proportions and shape of the hull of the vessel;
  - (vi) make calculations related to the structural and mechanical aspects of design, construction and repair;
  - (vii) make calculations of the stability of the vessel;
  - (viii) prepare the stability book to go on-board for the use of the master and officers;

- (ix) supervise other people who prepare detailed designs, specifications and building contracts;
  - (x) survey vessels;
  - (xi) organize repairs and modifications to the vessel;
  - (xii) provide risk assessments and claims management for insurance;
  - (xiii) coordinate all work of other engineers;
  - (xiv) research efficient ways for vessels to move through the water; and
  - (xv) design, accommodation and cargo space;
- (d) a conservation architect shall perform the services of maintaining the characteristic of a building exactly as it was meant to be by the people who built it in the past. These services shall include:
- (i) prepare designs interpreting, historical, a monument, ensemble or site and identify its emotional, cultural and use significance;
  - (ii) provide the history and technology of monuments, ensembles or sites in order to define their identity, plan for their conservation, and interpret the results of this research;
  - (iii) understand the setting of a monument, ensemble or site, their contents and surroundings, in relation to other buildings, gardens or landscapes;
  - (iv) find and absorb all available sources of information relevant to the monument, ensemble or site being studied;
  - (v) analyze the behaviour of monuments, ensembles and sites as complex systems;
  - (vi) diagnose intrinsic and extrinsic causes of decay as a basis for appropriate action;

- (vii) inspect and make reports intelligible to non-specialist readers of monuments, ensembles or sites, illustrated by graphic means such as sketches and photographs;
  - (viii) apply unesco conventions and recommendations, and other recognized charters, regulations and guidelines;
  - (ix) make balanced judgments based on shared ethical principles, and accept responsibility for the long-term welfare of cultural heritage;
  - (x) recognize when advice must be sought and define the areas of need of study by different specialists, e.g. wall paintings, sculpture and objects of artistic and historical value, and/or studies of materials and systems; and
  - (xi) advice on maintenance strategies, management policies and the policy framework for environmental protection and preservation of monuments and their contents, and sites;
- (e) an architectural technologist shall perform the services of bridging the gap between the idea of an attractive functional building and the reality of that building, shall ensure that the right materials are used and the building meets the following building standards:
- (i) understanding how the design aspects of a construction project influence and relate to performance and functional issues so that practical questions can be addressed at the outset;
  - (ii) form the link between the architect's concepts and completed construction. This including monitoring quality assurance and deadlines throughout the construction project;

- (iii) contributing to planning applications and other regulatory application procedures including evaluating and advising on environmental and regulatory issues;
- (iv) assessing what surveys are required before work can commence and ensuring such surveys are undertaken and their results fed into the project;
- (v) producing, analysing and advising on detailed specifications for suitable materials or processes to be used;
- (vi) appraising the performance of buildings which are in use and producing maintenance management information;
- (vii) evaluating and advising on refurbishment, re-use, recycling and deconstruction;
- (viii) carrying out design-stage risk assessments;
- (ix) advising clients on procuring the best and most appropriate contracts for the work they are undertaking;
- (x) preparing and presenting design proposals using computer-aided design (CAD) and traditional drawing methods;
- (xi) leading the detailed design process and coordinating design information; and
- (xii) any other role as the Board may determine from time to time;

(2) An architectural technician shall perform services under a registered person or an architectural firm in design and construction of works, and the services shall include-

- (a) develop architectural concepts into detailed design as per architect's scheme design;
- (b) assist in site supervision from setting out to completion;



- (c) liaise between design team and construction teams; and
- (d) provide technical guidance during design and construction;

(3) An architectural draughtsman shall perform services under a registered person or architectural firm in design and construction of works and the services shall include-

- (a) prepare outline and scheme designs as per architect's sketch;
- (b) prepare detailed architectural drawings; and
- (c) effect design changes, take measurements and prepare as- built drawings.

(4) The cost of all site work 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 landscape architect shall be entitled to the appropriate percentage fees for normal or partial service as prescribed under table 3 of the Fifth Schedule.

Conditions of architect's appointment

**129.**-(1) The architect who is appointed by the client to perform professional services shall abide general conditions of architect's appointment as prescribed in Part C of the Sixth Schedule.

(2) Any different or additional conditions which may apply, shall be set out in the Schedule of Services and Fees or letter of appointment.

Minimum mandatory fee and expenses

**130.** The architect shall charge professional fee for services rendered bases on-

- (a) a percentage of the total construction cost;
- (b) on time expended; or
- (c) a lump sum:

Provided that the professional fee charged by architect and stages of payment shall be in accordance with the Fifth Schedule.

Remuneration

**131.**-(1) The minimum remuneration of the architect shall be in accordance with a scale of fees and conditions specified in these By-laws and shall be reviewed from time to time by the Board.

(2) The architect's scale of fees provided under these By-laws shall not include any remuneration for works normally performed by other consultants such as quantity surveyors, land surveyors, civil, structural, electrical or mechanical engineers.

(3) Where on special terms approved by the Board, a single firm or consortium provides services of more than one profession, fee shall be the same as if such services were provided independently.

(4) Any consolidated fees referred to under this paragraph shall be the sum of the appropriate fees for the individual professional services rendered.

Architect's services and fees

**132.**-(1) To safeguard the standard of performance and integrity of the profession, the fees for architect's services indicated in the Fifth Schedule shall be construed as the minimum mandatory.

(2) Notwithstanding the provisions of subparagraph (1), the architect is free to charge higher rates.

(3) The minimum mandatory fees apply to the normal architect's services under basic services, for other services fees shall be based on time charges as provided in these By-laws.

(4). Subject to the provision of subparagraph (1), the professional fee for an architect practicing as an individual shall either be in lumpsum or time based as prescribed in table 7 of the Fifth Schedule.

Commitment fee

**133.** A non refundable commitment fee amounting to five percent of the total professional fees shall be paid to an architect in the commencement of preliminary services and shall form part of overall fees if the project is awarded.

Percentage of fee

**134.**-(1) The percentage fee scales shown in tables 2 and 3 of the Fifth Schedule shall apply on architect's appointment.

(2) Percentage fee referred to subparagraph (1) shall be based on the total construction cost of the works, and upon issuance of the final certificate, fee recalculated on the actual total construction cost.

(3) For purpose of this paragraph the "total construction cost" means the cost certified by the architect of all works including works executed under the architect's direction, subject to the following-

- (a) the total construction cost includes the cost of all work designed by consultants and coordinated by the architect;
- (b) the total construction cost shall not include specialist sub-contractor design fees for work on which consultants is otherwise have been employed and if such fees are not known, the architect may estimate a reduction from the total construction cost;
- (c) for the purpose calculating the appropriate fee, the total construction cost includes the cost of any work executed which is excluded from the contract but otherwise designed by the consultants;
- (d) the total construction cost includes the cost of built in furniture and equipment and where the cost of any special equipment is excluded from the total construction cost the architect may charge additional fees for work in connection with such items;
- (e) where any materials, labour or carriage is supplied by a client, the cost shall be estimated by the architect as if it was built by a contractor and included in the total cost; and
- (f) where the client is the contractor, a statement of the ascertained gross cost of the works may be used in calculating the total construction cost of the works and in the absence of a

statement, the architect's own estimate shall include an allowance for the contract's profit and overheads.

Repetition

**135.**-(1) The calculation of fees under the Fifth Schedule shall take into account the reduced design work arising from the repetitive nature of the building.

(2) Where a building is repeated for the same client the recommended fee for the superstructure shall be reduced by half on all except the first of all other building types of the same design.

(3) Where a single building incorporates a number of identical compartments such as floors or completes structural bays the recommended fee shall be reduced by half on all identical compartments in excess of ten.

(4) Reductions shall be made by waiving the fee for work stages E, F and G as stipulated under Part A of Sixth Schedule where a complete design can be is without modification other than the handing of a plan.

Time charge fee

**136.**-(1) Time charge fee is based on hourly, daily and monthly rates for architects and other technical staff, in assessing these rates all relevant factors shall be considered, including the complexity of the work, the qualifications, experience and responsibility of the architect and the character of any negotiations.

(2) Subject to subparagraph (1), an architect shall be required to charge time rate fee prescribed in table 1 of the Fifth Schedule.

(3) Where staff is provided by agency, hourly rates shall be agreed.

(4) Where site staff is employed by the architect hourly rates shall be agreed.

(5) The architect shall maintain records of time spent on services performed on time basis and make such records available to the client upon request.

(6) Where a work is situated more than 80 kilometres from the architect's office and such work is

visited by road or rail, travelling time shall be charged on an hourly basis.

(7) Where work is situated more than 400 kilometres from the architect's office and such work is visited by air, travelling time shall be charged on an hourly basis.

Lump sum fee

**137.**-(1) The architect may agree with the client to charge a lump sum fee, where-

- (a) the clients requirements are provided in a form that the architect is not obliged to undertake any additional preparatory work;
- (b) the full extent of the service is determined when the architect is appointed; or
- (c) the architect's services is completed within an agreed period.

(2) Where a lump sum fee is agreed between the architect and the client, it shall not be less the minimum equivalent percentage as prescribed in the Fifth Schedule.

Works to existing buildings

**138.**-(1) Where the architect's appointment involving basic services for alterations or extensions to an existing building, the percentage fee scales shall be as prescribed in the tables 2 and 3 of the Fifth Schedule.

(2) Where extensions to existing buildings are substantially independent, percentage fees shall be as stipulated in the tables 2 and 3 of the Fifth Schedule for new works, and the fee for those sections of the works which match existing buildings to the new shall be charged separately as is indicated under the Fifth Schedule applicable to an independent commission of similar value.

(3) Where the architect's appointment is for repair and restoration work fees shall either be on a time basis or a percentage fee.

(4) Where the architect's appointment is in connection with the works to a building of architectural or historic interest, or to a building in a conservation area,

higher rates may be imposed than those prescribed in the tables 2 and 3 of Fifth Schedule.

Compounding of fees

**139.** By agreement between the client and architect, the fee for percentage, time charges or lump sum may be compounded to cover all or any part of the architect's services.

Interim payments

**140.**-(1) Fee and expenses shall be paid in installments either at regular intervals or on completion of work stages of the Basic Services.

(2) Where interim payment of percentage or lump sum fees is related to completion of work stages of the basic services, the apportionment of fee shall be as prescribed in the table 6 of the Fifth Schedule.

(3) Fees in respect of work stages H to L of Part A of Sixth Schedule shall be paid in installment proportional to the work completed or the value of the works certified from time to time.

(4) Interim payments shall be based on the current estimated cost of the works.

(5) For the purpose of this paragraph, "apportionment of fees" means assessment of interim payments and does not necessarily reflect the amount of work completed in any work stage, by agreement an adjustment in the apportionment may be made.

Partial service

**141.**-(1) The architect may be required to provide only part of the basic services, in such cases, the architect shall be entitled to a commensurate fee.

(2) Where works is to be done by or on behalf of the client, resulting in the omission of part of work stages C to L of Part A of Sixth Schedule or a construction method is to be used, a commensurate reduction in the percentage fee may be agreed.

(3) In assessing the reduction, due account shall be taken of the need for the architect to become familiar with the work done by others and agreed fee shall be charged for this work.

(4) All percentage fees for partial services shall be based on the quantity surveyor's current estimate of the total construction cost of the works, and such estimates may be based on an accepted tender or, on the lowest of unaccepted tenders.

(5) Where partial services are provided in respect of works for which the executed cost is not known and no tender has been accepted, percentage fees shall be based on the quantity surveyor's estimated total construction cost on the most recent cost limit agreed with the client, whichever is the lower.

Suspension,  
resumption and  
termination:

**142.**-(1) Upon suspension or termination of the architect's appointment, the architect shall be entitled to fees for all work completed at that time, and fees shall be charged on partial services basis.

(2) Where the architect is suspended or terminated by the client, the architect shall be reimbursed by the client all expenses and disbursements incurred in connection with work done under the appointment.

(3) On the resumption of a suspended service within six months, previous payments shall be regarded solely as payments on account towards the total fee.

(4) Where the architect's appointment is terminated by the client the architect shall be reimbursed by the client for all expenses and disbursements necessarily incurred in connection with work then in progress and arising as a result of the termination.

Expenses and  
disbursements

**143.**-(1) In addition to the fees charged, the architect shall be reimbursed for all expenses and disbursements incurred in connection with the appointment, including the following:

- (a) printing, reproduction or purchase costs of all documents, drawings, maps, models, photographs, and other records, including all those used in communication between architect, client, consultants and contractors, and for enquiries to contractors, sub-

contractors and suppliers, notwithstanding any obligation on the part of the architect to supply such documents to those concerned, the contractors shall pay for any additional prints to which they are entitled under the contract;

- (b) hotel and travelling expenses, including mileage allowance for cars at current rates;
- (c) all payments made on behalf of the client, such as expenses incurred in advertising for tenders and resident site staff including the time and expenses of interviewers and reasonable expenses for interviewees;
- (d) fees and other charges for specialist professional advice, including legal advice, which have been incurred by the architect with the specific authority of the client;
- (e) the cost of postage, telephone charges, emails messages, telegrams, cables, facsimiles, airfreight and courier services;
- (f) costs for specialised equipment or software computer programme , where agreed by the client; and
- (g) where work charged on a percentage fee is at such a distance that an exceptional amount of time is spent travelling, additional charges may be made.

(2) The architect shall maintain records of all expenses and disbursements and make records available to the client.

(3) Expenses and disbursements may be agreed, estimated or standardised in whole or in part of compounded fees for an increase in the percentage or lump sum fee.

(4) The client shall be responsible to pay all statutory fees relevant to execution of the construction project including but not limited to planning consent, building permit, project registration, standard agreement and other statutory requirements.



Variations

**144.**-(1) Where the scope of the architect's services is varied, fees shall be adjusted accordingly.

(2) Where the architect is involved in extra work and expense beyond the architect's control, additional fees shall be paid by the client.

(3) Subject to the provision of subparagraph (2), extra work and expense shall include-

- (a) the need to revise reports, drawings, specifications or other documents, due to changes in interpretation or enactment or revisions of laws, statutory or other regulations;
- (b) changes in the clients instructions, or delay by the client in providing information;
- (c) delays in the building contract operations resulting from defects or deficiencies in the work of the contractor, sub-contractors or suppliers; and
- (d) any other cause beyond the architect's control.

Value added tax

**145.** The amount of any Value Added Tax on the services and expenses of the architect shall be charged to the client in addition to the architect fees and expenses.

**PART VII  
QUANTITY SURVEYORS OR BUILDING ECONOMIST'S  
PROFESSIONAL  
SERVICES AND FEE STRUCTURE**

Quantity  
Surveyor's  
services

**146.**-(1) A quantity surveyor shall provide preliminary and basic services in following work stage:

- (a) inception;
- (b) economic viability;
- (c) preliminary cost estimate;
- (d) cost development of the scheme design;
- (e) cost development of the detail design;
- (f) production information and bills of quantities;

- (g) tender action and project planning;
- (h) operation on site; and
- (i) completion.

(2) Subject to subparagraph (1), quantity surveyor shall provide preliminary and basic services in work stages in a manner stipulated in the in Part A of the Seventh Schedule.

Quantity  
Surveyor  
additional  
services

**147.** Notwithstanding the preliminary and basic services provided under these By laws, the quantity surveyor may provide the following additional services:

- (a) carry out technical auditing of architectural and structural drawings;
- (b) prepare bills of reduction when tenders exceed the budget;
- (c) carry out life cycle analysis of construction project to determine their cost in use;
- (d) prepare schedules of materials;
- (e) evaluation and settlement of disputes and arbitration;
- (f) prepare insurance valuations for fire, floods and other disasters;
- (g) prepare completion tender and contract documents upon termination;
- (h) construction advisory services on contractual aspects;
- (i) advise on the financial implications of all matters pertaining to the project including VAT, Capital allowances, imposed cost limits and yardsticks;
- (j) advise on the effect of inflation on project cost;
- (k) establish clients order of priorities which include time, phasing requirements, cost and quality;
- (l) assist the client on project audit procedures;
- (m) value management;

- (n) prepare risk management plan i.e. risk planning, identification, assessment, analysis and handling;
- (o) prepare feasibility study reports;
- (p) evaluate technical and financial proposals for selection and employment of consultants;
- (q) prepare request for proposal for soliciting consulting services;
- (r) undertake tendering and estimating services for contractors;
- (s) measuring from drawings and specifications and preparing Bills of Quantities of labour only or materials only;
- (t) taking off and preparing Bills of Quantities or measuring for and making up accounts for decoration contracts;
- (u) preparing a full cost analysis;
- (v) preparation of complete Bills of Quantities for re-tendering purposes after determination of the contractors employment;
- (w) abnormal pre-award negotiations with contractors and reporting thereon and assisting the employers in law suits, probe committees or arbitration proceedings;
- (x) preparing pricing and agreeing schedules of prices in architectural works; and
- (y) checking prime cost in “cost plus profit” contracts and making up final accounts of work executed.

Specialised services

**148.**-(1)A building surveyor or construction manager shall offer specialised services in accordance with the procedure provided for under these By-laws.

(2) The building surveyor shall perform the following services-

- (a) make inspections, prepare reports or give general advice on the condition of premises;
- (b) prepare schedules of dilapidation, negotiate them on behalf of landlords or tenants and

- advice on refurbishment and maintenance costs;
  - (c) investigate building failures, arrange and supervise exploratory work by contractors or specialists;
  - (d) take particulars on site; prepare specifications or schedules for repair and restoration work and inspect their execution;
  - (e) carry out analyses of buildings to determine their cost in use; and
  - (f) measure completed works and preparing bills of quantities.
- (3) The construction manager shall perform the following services-
- (a) specifying project objectives and plans including delineation of scope, budgeting, scheduling and setting performance;
  - (b) requirements, and selecting project participants such as consultants, contractors and related parties;
  - (c) maximizing resource efficiency through procurement of labor, materials and equipment;
  - (d) implementing various operations through proper coordination and control of planning, design, estimating, contracting and construction in the entire process; and
  - (e) developing effective communications and mechanisms for resolving conflicts.

Conditions of  
Quantity  
Surveyor's  
appointment

**149.**-(1) The quantity surveyor who has been appointed by the client to perform professional services shall abide to general conditions of quantity surveyor's appointment as prescribed in Part B of the Seventh Schedule.

(2) Any different or additional conditions which may apply, shall be set out in the Schedule of Services and Fees or letter of appointment.

Minimum mandatory fee and expenses

**150.** The quantity surveyor shall charge professional fee for services rendered based on-

- (a) a percentage of the total construction cost;
- (b) on time expended; or
- (c) a lump sum:

Provided that the professional fee charged by quantity surveyor and stages of payment shall be in accordance with the Fifth Schedule.

Remuneration

**151.**-(1) The minimum remuneration of the quantity surveyor shall be in accordance with a scale of fees and conditions specified in these By-laws and shall be reviewed from time to time by the Board.

(2) The quantity surveyor's scale of fees provided under these By-laws shall not include any remuneration for works normally performed by other consultants such as architects, land surveyors, civil, structural, electrical or mechanical engineers.

(3) Where on special terms approved by the Board, a single firm or consortium provides services of more than one profession, fee shall be the same as if such services were provided independently.

(4) Any consolidated fees referred to under this paragraph shall be the sum of the appropriate fees for the individual professional services rendered.

Quantity Surveyor's services and fees

**152.**-(1) To safeguard the standard of performance and integrity of the profession, the fees for quantity surveyor's services indicated in the Fifth Schedule shall be construed as the minimum mandatory.

(2) Notwithstanding the provisions of subparagraph (1), the quantity surveyors is free to charge higher rates.

(3) The minimum mandatory fees apply to the normal quantity surveyor's services under basic services, for other services fees shall be based on time charges as provided in these By-laws.

(4) Subject to the provision of subparagraph (1), the professional fee for a quantity surveyor practicing as

an individual shall either be in lumpsum or time based as prescribed in table 7 of the Fifth Schedule.

Commitment fee

**153.** A non refundable commitment fee amounting to five percent of the total professional fees shall be paid to quantity surveyor in the commencement of preliminary services and shall form part of overall fees if the project is awarded.

Percentage Fees

**154.-(1)** The percentage fee scales shown in tables 2 and 3 of the Fifth Schedule shall apply on quantity surveyor's appointment.

(2) Percentage fee referred to subparagraph (1) shall based on the total construction cost of the works, and upon issuance of the final certificate, fee shall be recalculated on the actual total construction cost.

(3) For purpose of this paragraph the "total construction cost" means the cost certified by the architect of all works including works executed under the architect's direction, subject to the following:

- (a) the cost of all works designed by consultants;
- (b) the total construction cost shall not include specialist sub-contractor design fees for work on which consultants would otherwise have been employed and where such fees are not known, the quantity surveyor may estimate a reduction from the total construction cost;
- (c) for the purpose calculating the appropriate fee, the total construction cost includes the cost of any work executed which is excluded from the contract and designed by the consultants;
- (d) the total construction cost includes the cost of built in furniture and equipment and where the cost of any special equipment is excluded from the total construction cost the quantity surveyor may charge additional fees for work in connection with such items;

- (e) where any materials, labour or carriage is supplied by a client, the cost shall be estimated by the quantity surveyor as if it was built by a contractor and included in the total cost; and
- (f) where the client is the contractor, a statement of the ascertained gross cost of the works may be used in calculating the total construction cost of the works and in the absence of a statement, the quantity surveyor's own estimate shall include an allowance for the contract's profit and overheads.

Repetition

**155.**-(1) The calculation of fees under the Fifth Schedule shall take into account the reduced design work arising from the repetitive nature of the building.

(2) Where a building is repeated for the same client the fee for the superstructure shall be reduced on all except the first of any houses of the same design and on all except the first of all other building types of the same design.

(3) Where a single building incorporates a number of identical compartments such as floors or completes structural bays the fee shall be reduced on all identical compartments in excess of ten.

(4) Reductions should be made by waving the fee for work stages, E, F and G of the Fifth Schedule where a complete quantity surveying input may be re-used without modification other than handing of the documents.

Time charge fees

**156.**-(1) Time charge fee is based on hourly, daily and monthly rates for quantity surveyors and other technical staff, in assessing these rates all relevant factors shall be considered, including the complexity of the work, qualifications, experience and responsibility of the quantity surveyor, and the character of any negotiations.

(2) Subject to subparagraph (1), a quantity surveyor shall be required to charge time rate fee prescribed in table 1 of the Fifth Schedule.

(3) Where staffs are provided by an agency hourly rate shall be agreed.

(4) Where site staffs are employed by the quantity surveyor hourly rates shall be agreed.

(5) The quantity surveyor shall maintain records of time spent on services performed on time basis and make such records available to the client on request.

(6) Where a work is situated more than 80 kilometres from the quantity surveyor's office and such work is visited by road or rail, travelling time shall be charged on an hourly basis.

(7) Where work is situated more than 400 kilometres from the quantity surveyor's office and such work is visited by air, travelling time shall be charged on an hourly basis.

Lump sum fee

**157.**-(1) The quantity surveyor may agree with the client to charge a lump sum fee, where-

- (a) the clients requirements are provided in a form such that the quantity surveyor is not obliged to undertake any additional preparatory work;
- (b) the full extent of the service may be determined when the quantity surveyor is appointed; and
- (c) the quantity surveyor's services may be completed within an agreed period.

(2) Where a lump sum fee is agreed between the quantity surveyor's and the client, it shall not be less the minimum equivalent percentage as prescribed in the Fifth Schedule.

Works to Existing Buildings

**158.**-(1) Where the quantity surveyor's appointment involving basic services for alterations or extensions to an existing building, the percentage fee



scales shall be as prescribed in the table 1 of the Fifth Schedule.

(2) Where extensions to existing buildings are substantially independent, percentage fees shall be stipulated in the table 1 of the Fifth Schedule for new works, and the fee for those sections of the works which match existing buildings to the new shall be charged separately as is indicated under the Fifth Schedule applicable to an independent commission of similar value.

(3) Where the quantity surveyor's appointment is for repair and restoration work fees shall either be on a time basis or a percentage fee.

Compounding of fees

**159.** By agreement between the client and quantity surveyor, the fee for percentage, time charges or lump sum may be compounded to cover all or any part of the architect's services.

Interim Payments

**160.**-(1) Fee and expenses shall be paid in installments either at regular intervals or on completion of work stages of the Basic Services.

(2) Where interim payment of percentage or lump sum fees is related to completion of work stages of the Basic Services, the apportionment of fees shall be as prescribed in table 3 of the Fifth Schedule.

(3) Fees in respect of work stages H to L shall be paid in installment proportional to the work completed or the value of the works certified from time to time.

(4) Interim payments shall be based on the current estimated cost of the works.

(5) For the purpose of this paragraph, "apportionment of fees" means assessment of interim payments and shall not necessarily reflect the amount of work completed in any work stage, by agreement an adjustment in the apportionment may be made.

Partial Service

**161.**-(1) The quantity surveyor may be required to provide only part of the Basic Services, in such cases the quantity surveyor shall be entitled to a commensurate fee.

(2) Where works is to be done by or on behalf of the client, resulting in the omission of part of work stages C to L of the Fifth Schedule, a commensurate reduction in the percentage fee may be agreed.

(3) In assessing the reduction, due account shall be taken of the need for the quantity surveyor to become familiar with the work done by others and agreed fee shall be charged for this work.

(4) All percentage fees for partial services shall be based on the quantity surveyor's current estimate of the total construction cost of the works, and such estimates may be based on an accepted tender or, on the lowest of unaccepted tenders.

(5) Where partial services are provided in respect of works for which the executed cost is not known and no tender has been accepted, percentage fees shall be based on the quantity surveyor's estimated total construction cost on the most recent cost limit agreed with the client, whichever is the lower.

Suspension,  
Resumption and  
Termination

**162.**-(1) Upon suspension or termination of the quantity surveyor's appointment the quantity surveyor's shall be entitled to fees for all work completed at that time and fees shall be charged on partial services basis.

(2) Where the quantity surveyor is suspended or terminated by the client, the quantity surveyor shall be reimbursed by the client all expenses and disbursements incurred in connection with work done under the appointment.

(3) On the resumption of a suspended service within six months, previous payments shall be regarded solely as payments on account towards the total fee.

(4) Where the quantity surveyor's appointment is terminated by the client the quantity surveyor shall be reimbursed by the client for all expenses and disbursements necessarily incurred in connection with

work then in progress and arising as a result of the termination.

Expenses and  
Disbursements

**163.**-(1) In addition to the fees charged, the quantity surveyor shall be reimbursed for all expenses and disbursements incurred in connection with the appointment, including the following:

- (a) printing, reproduction or purchase costs of all documents, drawings, maps, models, photographs, and other records, including all those used in communication between quantity surveyor, client, consultants and contractors, and for enquiries to contractors, sub-contractors and suppliers, notwithstanding any obligation on the part of the quantity surveyor to supply such documents to those concerned, the contractors shall pay for any additional prints to which they are entitled under the contract;
- (b) hotel and travelling expenses, including mileage allowance for cars at current rates;
- (c) all payments made on behalf of the client, such as expenses incurred in advertising for tenders and resident site staff including the time and expenses of interviewers and reasonable expenses for interviewees;
- (d) fees and other charges for specialist professional advice, including legal advice, which have been incurred by the quantity surveyor with the specific authority of the client;
- (e) the cost of postage, telephone charges, emails messages, telegrams, cables, facsimiles, airfreight and courier services;
- (f) costs for specialised equipment or software computer programme , where agreed by the client; and
- (g) where work charged on a percentage fee is at such a distance that an exceptional amount of

time is spent travelling, additional charges may be made.

(2) The quantity surveyor shall maintain records of all such expenses and disbursements and make these records to the client.

(3) Expenses and disbursements may be agreement be estimated or standardised in whole or in part of compounded for an increase in the percentage or lump sum fee.

(4) The client shall be responsible to pay all statutory fees relevant to execution of the construction project including but not limited to project registration, standard agreement and other statutory requirements.

Variations

**164.**-(1) Where the scope of the quantity surveyor's services is varied fees shall be adjusted accordingly.

(2) Where the quantity surveyor is involved in extra work and expense for reasons beyond the quantity surveyor's control additional fees shall be paid by the client.

(3) Subject to the provision of subparagraph (2) the extra work and expense shall include:

- (a) the need to revise reports, drawings, specifications or other documents, due to changes in interpretation or enactment or revisions of laws, statutory or other regulations;
- (b) changes in the clients instructions, or delay by the client in providing information;
- (c) delays in the building contract operations resulting from defects or deficiencies in the work of the contractor, sub-contractors or suppliers;
- (d) any other cause beyond the quantity surveyor's control.

Value Added Tax

**165.** The amount of any Value Added Tax on the services and expenses of the quantity surveyor shall be

charged to the client in addition to the quantity surveyor's fees and expenses.

Civil Engineering Work

**166.** Except as otherwise provided, the charges for quantity surveying services in relation to civil engineering work shall be calculated as percentages, lumpsum or time based and reimbursable expenses shall be charged separately.

**PART VIII  
MISCELLANEOUS PROVISIONS**

Offences and penalties

**167.** A person or firm who contravenes or fails to comply with the provisions of these By-laws, commits an offence and where no penalty is provided under the respective provision such person or firm is liable to a penalty of not exceeding five million shillings.

Register of professional misconduct

**168.**-(1) The Board shall keep and maintain a register for recording defaults of professional misconduct committed by registered person.

(2) The Board shall have power to take any action including suspension or deletion from any registered person from the register under subparagraph (1) where there is re-occurrence of defaults on professional misconduct.

(3) The Board shall establish a default point system as a mechanism for proper regulation of the registered persons.

Other means of enforcing penalties

**169.**-(1) All prescribed penalties and payments shall be paid within twenty-one days from the date of the invoice.

(2) Where the defaulter fails to pay a penalty after a period stated under subparagraph (1), the Boards shall use other legal means of enforcing such penalties or take disciplinary actions.

Revocation  
GN. No.  
377 of 2015

**170.** The Architects and Quantity Surveyors By-laws, 2015 are hereby revoked.

FIRST SCHEDULE

(Made under paragraph 11(1))

ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



9 Aqrb Street, Tambukareli Area  
P. O. Box 2377, Dodoma.  
Telephone: +255262160370  
E-mail: [info@aqrb.go.tz](mailto:info@aqrb.go.tz)  
Website: [www.aqrb.go.tz](http://www.aqrb.go.tz)

Issuing Officer & date	Processing Officer & date	Form Number

FOR OFFICIAL USE

APPLICATION FOR REGISTRATION  
OF A LOCAL FIRM

Date Received \_\_\_\_\_  
Dated \_\_\_\_\_

- 1 FIRM's NAME in full \_\_\_\_\_
- 2 Current Postal Address: \_\_\_\_\_  
Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_
- 3 Physical Address:(Location of Registered Office)  
House No. \_\_\_\_\_ Block No. \_\_\_\_\_ Street Name: \_\_\_\_\_ Town/City: \_\_\_\_\_
- 4 Certificate of Incorporation / Registration of Business (Attach certified photocopies of certificates)  
Name: \_\_\_\_\_ Number \_\_\_\_\_  
Date \_\_\_\_\_
- 5 Current Business License (If any; attach certified copy)  
Number: \_\_\_\_\_ Date and Place where issued: \_\_\_\_\_
- 6 Name and Address of your Banker: \_\_\_\_\_

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

7 Category of the Firm (Area of Practice)

\_\_\_\_\_

8 Ownership of Shares:  
Total No. \_\_\_\_\_. No. owned by Tanzanian citizen: \_\_\_\_\_ No. owned by foreigners \_\_\_\_\_

9 Name(s) of persons registered by the Board who is/are Firm owner(s) (Name & Registration No.)

\_\_\_\_\_

This application Form contains fifteen sections and each must be filled before the Board processes it

10 Particulars of Principals / Partners / Shareholders / Directors and Permanent Staff:  
Attach current signed cvs , Certified Photocopies of Academic and Professional Certificates and two passport photos.

NAME	NATIONALITY	POSITION	QUALIFICATION Academic and Professional	WORK EXPERIENCE	
				Field of Activity	No of yrs
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					
(vii)					
(viii)					
(ix)					
(x)					
(xi)					
(xii)					
(xiii)					
(xiv)					
(xv)					
(xvi)					
(xvii)					
(xviii)					

11 Particulars of equipment / facilities owned or available: (e.g. computers and accessories, communications equipment, drawing office, or other instruments etc.)

Name of Equipment	Quantity	Ownership evidence (produce evidence)	Remarks



--	--	--	--



*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

13 Referees :( Referees must be persons registered by the Board who are owners of legally recognized firms registered in Tanzania)

Referee	Address (Postal, Mob. No & E-mail)	Association/Relationship with the applicant	Signature and Official Stamp of the Professional's Firm
(i) Name			
Signature			
(ii) Name			
Signature			
(iii) Name			
Signature			

14 The Prescribed Registration Fee (application, registration, annual subscription, certificate of registration and official rubber stamp fees) shall be paid at the time of application.  
 Registration fee of TShs \_\_\_\_\_ and in words, \_\_\_\_\_ is enclosed in cash / vide Cheque no. \_\_\_\_\_ of \_\_\_\_\_ Bank Branch is enclosed.

15 Declaration

I hereby apply for registration as local firm and undertake to abide by all provisions of the Architects and Quantity Surveyors (Registration) Act, Cap 269 and any regulations and By-laws made there under, including Code of Conduct and Ethics.

I Certify that, to the best of my knowledge, the information contained herein is true and correct.

Name of the Applicant: _____	Signature: _____
Date: _____	

Position in the Firm \_\_\_\_\_



9 Aqrb Street, Tambukareli Area  
 P. O. Box 2377, Dodoma.  
 Telephone: +255262160370  
 E-mail: info@aqrb.go.tz  
 Website: www.aqrb.go.tz

Issuing Officer & date	Processing Officer & date	Form Number

FOR OFFICIAL USE

APPLICATION FOR REGISTRATION OF A FOREIGN FIRM

Date

Received \_\_\_\_\_

Dated \_\_\_\_\_

1. Firm's Name in full \_\_\_\_\_
2. Current Postal Address: \_\_\_\_\_  
 Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_
3. Physical Address :( Location of Registered Office)  
 House No. \_\_\_\_\_ Block No. \_\_\_\_\_ Street Name: \_\_\_\_\_ Town/City: \_\_\_\_\_
4. Certificate of Incorporation / Registration of Business/Certificate of Compliance (Attach certified photocopies of certificates)  
 Name: \_\_\_\_\_ Number \_\_\_\_\_ Date \_\_\_\_\_
5. Current Business License (If any; attach Photocopy)  
 Number: \_\_\_\_\_ Date and Place where issued: \_\_\_\_\_
6. Name and Address of your Bankers: \_\_\_\_\_
7. Category of the Firm (Area of Practice) \_\_\_\_\_
8. Ownership of Shares:(Documentary evidence required); Attach Photocopies (certified) of Return field to the Registrar of Companies  
 Total No. \_\_\_\_\_. No. owned by Tanzanian citizen: \_\_\_\_\_ No. owned by foreigners \_\_\_\_\_
9. To fill in the capacity building form.

*Architects and Quantity Surveyors By-Laws*

GN. NO.879 (Contd.)

10. Name(s) of persons registered by the Board who is/are Firm owner(s) Name & registration No.) \_\_\_\_\_

This application Form contains sixteen sections and each must be duly filled before the Board processes it.

11 Particulars of Principals / Partners / Shareholders / Directors and Permanent Staff:

Attach current Cvs and certified Photocopies of Academic and Professional Certificates and residence/ work permits

NAME	NATIONALITY	POSITION	QUALIFICATION Academic and Professional	WORK EXPERIENCE	
				Field of Activity	No of yrs
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					
(vii)					
(viii)					
(ix)					
(x)					
(xi)					
(xii)					
(xiii)					
(xiv)					
(xv)					
(xvi)					
(xvii)					
(xviii)					

12 Particulars of equipment / facilities owned or available: (e.g. computers and accessories, communications equipment, drawing office, or other instruments etc.)

Name of Equipment	Quantity	Ownership (produce evidence)	Remarks

13 Particulars of ALL major projects involved within the last 10 years



Signature		
(iii) Name		
Signature		

15 The prescribed Fee for Registration (registration, annual subscription, certificate of registration and official rubber stamp fees) shall be paid at the time of application.

Registration fee of TShs \_\_\_\_\_ and in words,

\_\_\_\_\_ is enclosed in cash / vide Cheque  
no. \_\_\_\_\_ of \_\_\_\_\_ Bank Branch is enclosed.

16 Declaration to be signed by Employer of the Applicant, Guarantor(s) Commissioner of Oaths:

- (i) My presence in Tanzania is under employment of -----  
-----
- (ii) I am required to be in Tanzania in connection with the proposed project known as -----  
-----
- (iii) I understand and accept the condition that should my application be approved, I shall be bound by the conditions that are stipulated in respect of my registration and which shall essentially be related to the following:
  - (a) My professional activities shall be limited to the specific project for which my application is related
  - (b) While I am in Tanzania, I shall not receive, process, or undertake any inquiry or project, either directly or as an agent for my firm, beyond those activities directly related to the specific project for which my application relates
  - (c) I shall be bound by all provisions of the Architects and Quantity Surveyors (Registration) Act, Cap 269 and subsidiary legislations.
- (iv) That I undertake to pay all statutory fees including annual subscription fee in respect on my practice while herein Tanzania. In case of default in respect of the payment of statutory fee my Guarantor shall be responsible to settle the full outstanding statutory fee to the Board. The name, signature and address of my Guarantor(s) is provided herein below;

Guarantor(s)

Name-----of P.O BOX -----Tel:----- fax----- Email-----  
-----

Located on Plot No-----Block----- Street-----  
district-----Region-----

Declare to be guarantor of Mr/Mrs/Ms-----

In respect of item (iv) herein above mentioned.

Witnessed by Commissioner for Oaths ; Name ----- Signature and  
stamp----- in respective of item (iv) herein above mentioned

(v) I hereby certify to the best of my knowledge that the information contained herein  
are true and correct.

Name of the Applicant:----- Signature:----- Date-----  
-----

Position in the Firm-----



ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



9 Aqrb Street, Tambukareli Area  
 P. O. Box 2377, Dodoma.  
 Telephone: +255262160370  
 E-mail: info@aqrb.go.tz  
 Website: www.aqrb.go.tz

Issuing Officer & date	Processing Officer & date	Form Number

FOR OFFICIAL USE

APPLICATION FOR REGISTRATION OF A LOCAL INDIVIDUAL PROFESSIONAL

Date Received \_\_\_\_\_

Dated \_\_\_\_\_

1 PERSONAL INFORMATION

Family Name: _____	First Name: _____	Other Names: _____
Place of Birth _____	Date of Birth _____	Other Particulars _____
Country, _____	Year, _____	Nationality, _____
City, _____	Month, _____	Sex, Male / _____
District, _____	Day, _____	Female _____
_____	_____	Marital status _____

2 Current Postal Address \_\_\_\_\_  
 Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

3 Physical Address :(Location of Registered Office)  
 House No. \_\_\_\_\_ Block No \_\_\_\_\_ Street Name: \_\_\_\_\_ Town/City: \_\_\_\_\_

4 Academic qualifications (Attach certified copies of Academic certificates, current signed c.v and two passport photos)

Name of Institution and Place of Study	Course of Study	Year of From	Attendance To	Qualifications obtained (Degree/Diploma etc.)

5 Have attempted The Board's Examination Y/N and or an Oral Interview Y/N

6 Referees:(Referees must be registered professional with the Board in Tanzania in the category of profession you are applying to practice)

Referees	Address (Postal, Mob. No & e-mail)	Association/Relationship with the applicant
(i) Name		
Signature		
(ii) Name		
Signature		
(iii) Name		
Signature		

7 Have you been registered with any other similar Board in the past? Yes/No.

If Yes, Which Board? \_\_\_\_\_, in which country? \_\_\_\_\_ and when? \_\_\_\_\_.( Attach Certified Professional Certificate).

Have you been de-registered there? Y/N if Yes When? \_\_\_\_\_

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

8 Have you been de-registered with our Board in the past? Yes/No.  
 If Yes, Why were you de-registered?

9. Are you registered by Architects Association of Tanzania/Tanzania Institute of Quantity Surveyor? Yes/No.  
 If Yes What is your Registration No.....

10 The prescribed fee for registration (application, registration, annual subscription and certificate of registration fees) shall be paid at the time of application.  
 Registration fee of TShs \_\_\_\_\_ and in words, \_\_\_\_\_ is enclosed in cash / vide Cheque no. \_\_\_\_\_ of \_\_\_\_\_ Bank Branch

11 Next of Kin  
 Indicate next of kin to be contacted by the Board when need arise:  
 Name----- address: ----- Mob. No.-----  
 E mail -----Relationship -----

12. Past experience in the field of \_\_\_\_\_  
 Summary of professional experience (to be continued in photocopied sheet of the following page in case of need)

period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of the project employer:	
Name and Registration number of the Supervising Profession.	
period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of the project employer:	
Name and registration number of the Supervising Profession.	

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Profession..	

period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Profession..	

period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Profession..	

period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Profession..	

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

I hereby apply to be entered into the register as ..... and undertake to abide by all provisions of the Architects and Quantity Surveyors (Registration) Act, Cap 269 and any regulations and By-laws made there under including Code of Ethics.

I Certify that, to the best of my knowledge, the information contained herein is true and correct.

Signature of the Applicant \_\_\_\_\_

Date: \_\_\_\_\_

ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



9 Aqrb Street, Tambukareli Area  
P. O. Box 2377, Dodoma.  
Telephone: +255262160370  
E-mail: info@aqrb.go.tz  
Website: www.aqrb.go.tz

Issuing Officer & date	Processing Officer & date	Form Number

FOR OFFICIAL USE

APPLICATION FOR REGISTRATION OF A FOREIGN INDIVIDUAL PROFESSIONAL

Date Received \_\_\_\_\_

Dated \_\_\_\_\_

1 PERSONAL INFORMATION

Family Name: _____	First Name: _____	Other Names: _____
Place of Birth _____ Country, _____	Date of Birth _____ Year, _____	Other Particulars _____ Nationality, _____
City, _____	Month, _____	Sex, Male / _____ Female _____
District, _____	Day, _____	Marital _____ status _____

2 Category of the Profession (Area of Practice) \_\_\_\_\_

3 Current Postal Address (Local) \_\_\_\_\_  
Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

4 Physical Address (Local) :( Location of Registered Office)  
House No. \_\_\_\_\_ Block No \_\_\_\_\_ Street Name: \_\_\_\_\_ Town/City: \_\_\_\_\_

5 Postal Address in your Home Country: \_\_\_\_\_

Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

6 Physical Address from your Home Country :( Location of Registered Office if any)

House No. \_\_\_\_\_ Block No \_\_\_\_\_ Street Name: \_\_\_\_\_ Town/City: \_\_\_\_\_

7 Certification from your Embassy  
We certify the information given above as true.

Name and Signature of the Officer: \_\_\_\_\_ date: \_\_\_\_\_  
Official stamp

This application Form contains seventeen sections and each must be duly filled in before it is processed by the Board

**8 Academic qualifications (Attach duly Certified Photocopies of Academic certificates**

Name of Institution and Place of Study	Course of Study	Year of From	Attendance To	Qualifications obtained (Degree/Diploma etc.)

9 Have attempted The Board's Examination Y/N and or an Oral Interview Y/N

10 Referees :( Referees must be registered professional with the Board in Tanzania in the category of profession you are applying to practice)

Name of the Principal	Name of firm and the Address	Association/Relationship with the applicant
(i) Name		
Signature		
(ii) Name		
Signature		
(iii) Name		
Signature		

11 Have you been registered with any other similar Board in the past? Yes/No.  
If Yes, Which Board? \_\_\_\_\_, in which country? \_\_\_\_\_  
and when? \_\_\_\_\_.( Attach Certified Professional Certificate).

Have you been de-registered there? Y/N if Yes When? \_\_\_\_\_

- 12 Have you been de-registered with our Board in the past? Yes/No.  
 If Yes, Why were you de-registered? \_\_\_\_\_  
 \_\_\_\_\_
13. Are you registered by Architectural Association of Tanzania/Tanzania Institute of Quantity Surveyors? Yes/No.  
 If Yes give your Registration No \_\_\_\_\_
- 14 The prescribed Fee for Registration (registration, annual subscription and certificate of registration fees) shall be paid at the time of application.  
 Registration fee of TShs \_\_\_\_\_ and in words, \_\_\_\_\_ is enclosed in cash / vide Cheque no. \_\_\_\_\_ of \_\_\_\_\_ Bank Branch

(The Page for this Section may be photocopied as much as needed by the applicant).

- 15 Next of Kin  
 Indicate next of kin to be contacted by the Board when need arise:  
 Name \_\_\_\_\_ address: \_\_\_\_\_ Mob. No. \_\_\_\_\_  
 E mail \_\_\_\_\_ Relationship \_\_\_\_\_
16. Past experience in the relevant field/profession applying for registration and the person(s) who was (were) working under me Summary of professional experience imparted to the locals (to be continued in photocopied sheet of the following page in case of need):

period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of the project employer:	
Name and Registration number of the Supervising Professional	

period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of the project employer:	
Name and registration number of the Supervising Professional	



*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

period (Month and Year): From _____ To _____ _____ Name and Address of employer:	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and registration number of the Supervising Professionals	

period (Month and Year): From _____ To _____ _____ Name and Address of employer:	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and registration number of the Supervising Professional	

period (Month and Year): From _____ To _____ _____ Name and Address of employer:	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and registration number of the Supervising Professional	

period (Month and Year): From _____ To _____ _____ Name and Address of employer:	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and registration number of the Supervising Professional	

17 Declaration to be signed by Employer of the Applicant, Guarantor(s) Commissioner of Oaths:

(i) My presence in Tanzania is under employment of \_\_\_\_\_

(ii) I am required to be in Tanzania in connection with the proposed project known as \_\_\_\_\_

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

(a) My professional activities shall be limited to the specific project for which my application is related

(b) While I am in Tanzania, I shall not receive, process, or undertake any inquiry or project, either directly or as an agent for my firm, beyond those activities directly related to the specific project for which my application relates

(c) I shall be bound by all provisions of the current Architects and Quantity Surveyors (Registration) Act, Cap 269, By-laws and subsequent related regulations to the Act

(iv) That I undertake to pay all statutory fees including annual subscription fee in respect on my practice while herein Tanzania. In case of default in respect of the payment of statutory fee my Guarantor shall be responsible to settle the full outstanding statutory fee to the Board. The name, signature and address of my Guarantor(s) is provided

herein below;

Guarantor(s) name-----  
of P.O Box -----  
Tel:----- Mob.No.----- FaxEmail-----  
-----

Located on Plot No-----Block----- Street-----  
district-----Region-----

Declare to be guarantor of Mr/Mrs/Ms-----

In respect of item (iv) herein above mentioned.

Witnessed by Commissioner for Oaths; Name -----  
Signature and stamp-----  
in respective of item (iv) herein above mentioned

(v) I hereby certify to the best of my knowledge that the information contained herein are true and correct.

Name of the Applicant:----- Signature:----- Date-----  
-----

Position in the Firm-----

ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



9 Aqrb Street, Tambukareli Area  
 P. O. Box 2377, Dodoma.  
 Telephone: +255262160370  
 E-mail: info@aqrb.go.tz  
 Website: www.aqrb.go.tz

Issuing Officer & date	Processing Officer & date	Form Number

FOR OFFICIAL USE  
 APPLICATION FOR REGISTRATION OF A GRADUATE IN THE PROFESSION OF

Date Received \_\_\_\_\_  
 Dated \_\_\_\_\_  
 .....

1 Personal Information (Attach current CV and two current passport photographs)

Family Name _____	First Name: _____	Other Names: _____
Place of Birth _____ Country, _____	Date of Birth _____ Year, _____	Other Particulars _____ Nationality, _____
City, _____	Month, _____	Sex, Male _____ / Female _____
District, _____	Day, _____	Marital status _____

2 Current Address \_\_\_\_\_ Postal \_\_\_\_\_

Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_  
 e-mail: \_\_\_\_\_ -

3 Physical Address (Location of Registered Office)

House No. \_\_\_\_\_ Block No \_\_\_\_\_ Street Name: \_\_\_\_\_  
 Town/City: \_\_\_\_\_

4 Name and Contact Address of the Academic Institution that trained you:  
 Name \_\_\_\_\_ Box No. \_\_\_\_\_

Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

e-mail \_\_\_\_\_

This application Form contains fifteen sections and each must dully be filled in before it is processed by the Board

**5 Academic qualifications (Attach certified Photocopies)**

Name of Institution and Place of Study	Cause of Study	Year of From	Attendance To	Qualifications obtained (Degree/Diploma etc.)

6 Have attempted The Board's Examination Y/N and or an Oral Interview Y/N

7 Personal References :( Referees must be a person registered with the Board in Tanzania)

Referees	Address (Postal, Mob.. No & e-mail)	Association/Relationship with the applicant
Name		
Signature		
Name		
Signature		
Name		
Signature		

8 Have you been registered with any other similar Board in the past? Yes/No.

If Yes, Which Board? \_\_\_\_\_, in which country? \_\_\_\_\_ and when? \_\_\_\_\_. Have you been de-registered there? Y/N if Yes When? and why? \_\_\_\_\_

9 Have you been de-registered with our Board in the past? Yes/No.

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

If Yes, Why were you de-registered?

\_\_\_\_\_

10. Are you registered by Architects Association of Tanzania/Tanzania Institute of Quantity Surveyors? Yes/No.  
If Yes give your Registration No \_\_\_\_\_

11. The prescribed registration Fee (registration, annual subscription and certificate of registration fees) shall be paid at the time of application.  
Registration fee of TShs \_\_\_\_\_ and in words, \_\_\_\_\_ is enclosed in cash / vide Cheque no. \_\_\_\_\_ of \_\_\_\_\_ Bank Branch

12. The Summary of my professional experience is outlined in section 14 and covered in \_\_\_\_\_ pages.  
(The Page for this Section may be photocopied as much as needed by the applicant).

13. Next of Kin  
Indicate next of kin to be contacted by the Board when need arise:  
Name \_\_\_\_\_ address: \_\_\_\_\_ Tel No. \_\_\_\_\_  
Email \_\_\_\_\_ -Relationship \_\_\_\_\_

14. Past experience in the field as \_\_\_\_\_  
Summary of practical experience (add additional photocopied sheets of the following page if you require more space)

Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of the project employer:	
Name and Registration number of the Supervising Profession	

Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of the project employer:	
Name and registration number of the Supervising	

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

Profession	
Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Profession	
Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Profession	
Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Profession	
Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Profession	

15 Declaration

I hereby apply to be entered into the sub-register as..... and undertake to abide by all provisions of the Architects and Quantity Surveyors Registration Act, Cap 269 and any regulations and By-laws made there under including Code of Ethics.  
I Certify that, to the best of my knowledge, the information contained herein is true and correct.

Signature of the Applicant

Date

:



ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



9 Aqrb Street, Tambukareli Area  
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Issuing Officer & date	Processing Officer & date	Form Number

FOR OFFICIAL USE

APPLICATION FOR REGISTRATION AS A AN ARCHITECTURAL TECHNICIAN      Date

Received \_\_\_\_\_  
 Dated \_\_\_\_\_

1      PERSONAL INFORMATION

Family Name: _____	First Name: _____	Other Names: _____
Place of Birth Country, _____ City, _____ District, _____	Date of Birth Year, _____ Month, _____ Day, _____	Other Particulars Nationality, _____ Sex, Male / Female _____ Marital status _____

2      Current Postal Address P. O. Box \_\_\_\_\_  
 Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

3      Physical Address (Local): (Location of Registered Office)  
 House No. \_\_\_\_\_ Block No \_\_\_\_\_ Street Name: \_\_\_\_\_ Town/City: \_\_\_\_\_

4 Name and Contact Address of the Academic Institution that trained you:  
 Name \_\_\_\_\_ Box No. \_\_\_\_\_  
 Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_ e- mail \_\_\_\_\_

This application Form contains fifteen sections and each must duly be filled in before it is processed by the Board .

5 Academic qualifications (Attach Photocopies duly certified, current curriculum vitae and two passport photographs.

Name of Institution and Place of Study	Cause of Study	Year of From	Attendance To	Qualifications obtained (Diploma /Certificate etc.)

6 Have attempted Professional Development Courses Y/N  
 If Yes; on a different paper, state the details of the Courses, Workshops, Seminars attended.

Date		Place/Venue	Key subjects/Issues addressed during the Course/Workshop/Seminar	Remarks (By Board Official)
From	To			

7 Personal References :( Referees must be Architects registered with the Board in Tanzania)

Referees	Address (Postal, Mob.. No & e-mail)	Association/Relationship with the applicant
Name		
Signature		

(ii) Name		
Signature		
(iii) Name		
Signature		

- 8 Have you been registered with any other similar Board in the past? Yes/No.  
 If Yes, Which Board? \_\_\_\_\_, in which country? \_\_\_\_\_  
 and when? \_\_\_\_\_. Have you been de-registered there? Y/N if Yes When? \_\_\_\_\_
- 9 Have you been de-registered with our Board in the past? Yes/No.  
 If Yes, Why were you de-registered? \_\_\_\_\_  
 \_\_\_\_\_
10. Are you registered by Architects Association of Tanzania? Yes/No.  
 If Yes What is your Registration No.....
- 11 The prescribed Fee for Registration (registration, annual subscription and certificate of registration fees) shall be paid at the time of application.  
 Registration fee of TSh \_\_\_\_\_ and in words, \_\_\_\_\_  
 is enclosed in cash / vide Cheque no. \_\_\_\_\_ of \_\_\_\_\_ Bank Branch
- 12 The Summary of my professional experience in the field is outlined in Section 15 and covered in \_\_\_\_\_ Pages.  
 (The Page for this Section may be photocopied as much as needed by the applicant).
- 13 Next of Kin  
 Indicate next of kin to be contacted by the Board when need arise:  
 Name----- address: ----- Tel no-----  
 E mail -----Relationship -----
- 14 Past work experience an Architectural Technician  
 Summary of professional experience (to be continued in photocopied sheet of the following page in case of need):

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

Period (Month and Year): From _____ To _____ _____ Name and Address of the project employer:	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Registration number of the Supervising Architect.	
Period (Month and Year): From _____ To _____ _____ Name and Address of the project employer:	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and registration number of the Supervising Architect.	
Period (Month and Year): From _____ To _____ _____ Name and Address of employer:	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and registration number of the Supervising Architect.	
Period (Month and Year): From _____ To _____ _____ Name and Address of employer:	Name the project. Indicate the activity / work area, which you personally performed, and achievement.

Name and registration number of the Supervising Architect.	
Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Architect.	

Any other information that the applicant thinks is relevant and would like it conveyed may be put in writing on a separate paper and append to this application form during submission.

15 Declaration

I hereby apply to be entered into the sub register as Architectural Technicians and undertake to abide by all provisions of the Architects and Quantity Surveyors (Registration) Act, Cap 269 and any regulations and By-laws made there under including Code of Ethics.

I Certify that, to the best of my knowledge, the information contained herein is true and correct.

Signature of the Applicant \_\_\_\_\_  
Date: \_\_\_\_\_

ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



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 Telephone: +255262160370  
 E-mail: info@aqrb.go.tz  
 Website: www.aqrb.go.tz

Issuing Officer & date	Processing Officer & date	Form Number

FOR OFFICIAL USE

APPLICATION FOR REGISTRATION AS AN ARCHITECTURAL DRAUGHTSMAN

Date Received \_\_\_\_\_  
 Dated \_\_\_\_\_

1 PERSONAL INFORMATION

Family Name(SURNAME): _____	First Name: _____	Other Names: _____
Place of Birth _____ Country, _____	Date of Birth _____ Year, _____	Other Particulars _____ Nationality, _____
City, _____	Month, _____	Sex, Male _____ / Female _____
District, _____	Day, _____	Marital status _____

2 Current Postal Address (Local)  
 Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

3 Physical Address(Local): (Location of Registered Office)  
 House No. \_\_\_\_\_ Block No \_\_\_\_\_ Street Name: \_\_\_\_\_  
 Town/City: \_\_\_\_\_

4 Name and Contact Address of the Academic Institution that trained you/ or person that trained you:  
 Name \_\_\_\_\_ Box No. \_\_\_\_\_  
 Telephone No(s): \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

e-mail \_\_\_\_\_

This application Form contains fifteen sections and each must dully be filled in before it is processed by the Board

**5.** Academic qualifications (Attach Photocopies dully certified, current curriculum vitae and two passport photographs)

Name of Institution and Place of Study	Course of Study	Year of From	Attendance To	Qualifications obtained (Diploma/ Certificate etc)

**6** Have attempted Professional Development Courses Y/N  
If Yes; on a different paper, state the details of the Courses, Workshops, Seminars attended.

Date		Place/Venue	Key subjects/Issues addressed during the Course/Workshop/Seminar	Remarks (By Board Official)
From	To			

**7** Personal References :( Referees must be Architects registered with the Board in Tanzania)

Referees	Address (Postal & Physical)	Association/Relationship with the applicant
(i) Name		
Signature		
(ii) Name		
Signature		
(iii)Name		
Signature		

If Yes, Which Board? \_\_\_\_\_, in which country?  
 \_\_\_\_\_  
 and when? \_\_\_\_\_. Have you been de-registered there? Y/N if Yes When? \_\_\_\_\_

9 Have you been de-registered with our Board in the past? Yes/No.  
 If Yes, Why were you de-registered?  
 \_\_\_\_\_

10. Are you registered by Architects Association of Tanzania? Yes/No.  
 If Yes What is your Registration No.....

11 The prescribed Fee for Registration (registration, annual subscription and certificate of registration fees) shall be paid at the time of application.  
 Registration fee of TShs \_\_\_\_\_ and in words, \_\_\_\_\_ is enclosed in cash /  
 vide Cheque no. \_\_\_\_\_ - \_\_\_\_\_ of \_\_\_\_\_ Bank Branch.

12 The Summary of my professional experience is outlined in Section 15 and covered in \_\_\_\_\_ Pages.  
 (The Page for this Section may be photocopied as much as needed by the applicant).

13 Next of Kin  
 Indicate next of kin to be contacted by the Board when need arise:  
 Name----- address: ----- Tel no-----  
 E mail -----Relationship -----

14 Past experience in the field as Architectural Draughtsman Summary of work experience (to be continued in photocopied sheet of the following page in case of need)

Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of the project employer:	
Name and Registration number of the Supervising Architect.	

Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of the project employer:	



*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

Name and registration number of the Supervising Architect.	

Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Architect.	

Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Architect.	

Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Architect.	

Period (Month and Year): From _____ To _____	Name the project. Indicate the activity / work area, which you personally performed, and achievement.
Name and Address of employer:	
Name and registration number of the Supervising Architect.	

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

Architect.	

Any other information that the applicant thinks is relevant and would like it conveyed may be put in writing on a separate paper and append to this application form during submission.

15 Declaration

I hereby apply to be entered into the sub register as Architectural Draughtsman and undertake to abide by all provisions of the Architects and Quantity Surveyors (Registration) Act, Cap 269 and any regulations and By-laws made there under including Code of Ethics.

I certify that, to the best of my knowledge, the information contained herein is true and correct.

Signature of the Applicant _____	Date: _____
-------------------------------------	-------------

ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



AFFIDAVIT

(Made under paragraph 27(1)(f))

1. I .....an adult, Christian/Muslim of P. O. Box .....  
applying to be registered as a foreign ..... for the purpose of carrying  
out specific assignment or investment in mainland Tanzania.
2. I DO HEREBY solemnly take oath/affirm and state as follows;
3. That I ..... being a foreign applicant, I am qualified  
.....after being registered in .....since .....
4. That I have contracted a specific project/investment known as .....  
located at.....for a period of.....months/years.
5. That I undertake to involve registered local registered person  
namely..... for the purpose of enhancement of local  
capacity building in the said project.
6. That the duration of the assignment, project or investment is  
.....months/years commencing from.....
7. That my registration shall be tied with duration of my assignment/project as stated above.
8. That once the project is completed, I being the applicant shall wind up business and not engage  
in any other business beside the above mentioned assignment or investment, unless I am  
registered for another work in Tanzania.
9. That I declare that the facts deposed hereinabove are true to the best of my knowledge.
10. All what is stated from paragraph \_\_\_ to \_\_\_ is/are true to the best of my knowledge and  
belief.

Sworn/affirmed at.....by the said  
\_\_\_\_\_ who has been  
Identified to me by \_\_\_\_\_, the  
Latter being known to me personally this  
DEPONENT  
..day .....of 20.....

BEFORE ME:  
COMMISSIONER FOR OATHS AND NOTARY PUBLIC  
ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



9 Aqrb Street, Tambukareli Area  
P. O. Box 2377, Dodoma.  
Telephone: +255262160370  
E-mail: info@aqrb.go.tz  
Website: www.aqrb.go.tz

SITE INSPECTION FORM  
(Made under paragraph 95(1))

Date Of Inspection: .....

Names of Inspectors: : .....

.....

1. Name Of The Project.....  
.....  
Estimated Project Cost: .....
2. Client:  
Name: .....  
Address: ..... Mob: .....
3. Building Permit:  
Building Permit No: ..... Date of Issue : .....  
Authority Issuing the Permit: .....
4. Construction Dates:  
Construction started on ..... Expected Completion Date .....  
  
Current stage of the project.....
5. Site Location:  
Plot No..... Area/Street..... Town/City: .....  
Sketch for site location description and photographs (may use page 6 and /or extra plain papers).

- 6. Name of Interviewee:  
Name:.....  
Relation/Responsibility/Duty at the Works:.....  
Signature:.....  
Date:..... Mobile No.....
  
- 7. Project Architectural Firm:  
Pre-Contract .....  
Post Contract.....
  
- 7.1 Name of Architect in charge of supervision:  
.....  
Postal Address: .....
  
- 8. Project Quantity Surveying Firm:  
Pre-Contract .....  
Post Contract.....  
Name of Quantity Surveyor in charge of supervision:  
.....  
Postal Address: .....
  
- 9. Project Structural Engineering Firm:  
Name of Structural Engineering Firm  
.....  
Postal Address: .....
  
- 10. Project Services Engineering firm:  
Name of Electrical Engineering Firm:  
.....  
Postal Address: .....

Telephone:..... Email: .....

10.1 Name of Mechanical Engineering Firm:

.....

Postal Address: .....

Telephone: ..... Email: .....

11. Main Contractor:

Name .....

Postal Address: .....

Telephone: ..... Email: .....

Physical Address: .....

12. Sign Board:

Presence: (Yes/No) .....

12.1 Information Required on Signboard:

Description	Tick Status on Site
Name/Owner of Project	
Building Permit Number	
Architect	
Structure Engineer	
Quantity Surveyor	
Mechanical Engineer	
Other Consultants, if any	
Main Contractor	
Specialist Sub Contractor, if any	

Other Features on Signboard:

Format	
Colours	
Logo No..... (Arch.)	
Logo No..... (QS.)	
Position of Logos	

13. Inspection Of Site Activities:

Availability of approved Site Instruction Book (SIB): Yes/No: .....  
SIB No:.....  
Name of the Inspecting  
Person.....  
Frequency of Inspection .....  
Last date of Inspection .....  
Availability of: Architectural drawings: Yes/ No.....  
Availability of BOQ: Yes/No.....  
Availability of Records of minutes: Yes/ No.....  
Date of latest minutes:.....  
Record of Inspection by the Board:  
Site last visited on: ..... by: .....

14. Notable Project Shortcomings

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

15. Recommendations (By Head of Inspection Team):

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

16. Name of the Head of Inspecting Delegation:

Name in full.....  
Signature..... date .....

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SHOW CAUSE NOTICE  
(Made under paragraph 102(2))

FAILURE TO ABIDE BY THE PROVISIONS OF ARCHITECTS AND QUANTITY SURVEYORS (REGISTRATION) ACT, CAP 269 (AS AMENDED).

Date.....

M/S/ Mr/Mrs/Miss .....  
.....  
.....  
.....

NAME OF THE PROJECT:

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

SCOPE OF WORKS: .....  
.....

LEVEL OF CONSTRUCTION: .....  
.....

SHORTFALLS NOTED AT BUILDING AND/OR CONSTRUCTION WORKS AT THE SITE

Officer(s) of the Board inspected the building and/or construction works located at

.....at which the following works were taking place:

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



Officer(s) of the Board noted the following shortfalls:

1. ....
2. ....
3. ....

The above-mentioned shortfalls are in contravention of Section ..... of the Architects & Quantity Surveyors (Registration) Act, Cap 269 (as amended), inter alia, *confers* the Board with powers to take LEGAL ACTION against persons, owners, developers, firms, entity or companies undertake building and/or construction works in contravention of the above stated law.

Therefore, you are HEREBY INSTRUCTED TO SHOW CAUSE WITHIN \_\_\_\_\_ DAYS from the date hereof why LEGAL ACTION should not be taken against you for contravening of the above stated provisions of the law.

TAKE NOTICE that failure to respond to this NOTICE within the period specified hereinabove, the Board shall proceed to take Legal Action against you without any further notice.

ISSUING OFFICER

SIGNATURE: .....  
NAME: .....  
QUALIFICATION: .....

SERVED UPON:

SIGNATURE: .....  
NAME: .....  
QUALIFICATION: .....  
ON BEHALF OF: .....  
DATE: .....  
TELEPHONE (if any): .....

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INTENTION TO ISSUE STOP ORDER FOR CLOSURE OF SITE BY THE ARCHITECTS  
AND QUANTITY SURVEYORS REGISTRATION BOARD

*(Made under paragraph 102(2))*

NOTICE is issued to the Owner/Developer MS./MR./M/S. .... dated  
....., in connection with the Building project or Construction works known as  
..... situated/located at Plot No.....  
Block No..... Street ..... District ..... Town/City .....

That the said Building project or Construction works have been carried out in contravention of the provisions of Section ..... of the Architects and Quantity Surveyors (Registration) Act, Cap 269 (as amended).

TAKE NOTICE THAT this building and/or construction works is intended to be closed with immediate effect if the Board does not get convincing written explanation from you within \_\_\_\_\_. days from the date of this notice as to why it shouldn't issue stop order to restrain any further activities taking place at the site until compliance of the above mentioned law is attained.

Failure to respond to the Board as stated above will compel the Board to issue stop order and take legal action against you for contravening the provisions of the Architects and Quantity Surveyors (Registration) Act, Cap 269 (as amended).

SIGNATURE: .....  
NAME: .....  
QUALIFICATION: .....

SERVED UPON:

SIGNATURE: .....  
FULL NAME: .....  
QUALIFICATION: .....  
ON BEHALF OF: .....  
DATE: .....

TELEPHONE (if any): .....

ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD



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STOP ORDER OF CLOSURE OF SITE BY THE ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD

(Made under paragraph 102(2))

NOTICE is issued to the MS. /MR. /M/S. .... in connection with the Building project or Construction works known as ..... situated/located at Plot No..... Block No.....Street ..... District ..... Town/City .....

That the said building on the above mentioned site have been carried out in contravention of the provisions of Section ..... of the Architects and Quantity Surveyors (Registration) Act, Cap 269 (as amended)

TAKE NOTICE THAT this building project is hereby closed with immediate effect from this ..... day of ..... 20.....

The Board intends to take legal action immediately after this notice. You are required to respond as stated in the Board's Notice of Intention to Issue Stop order to Show Cause Notice why legal action should not be taken against you for contravening the above stated provision(s) of Architects and Quantity Surveyors (Registration) Act, Cap 269 (as amended)

ISSUING OFFICER

SIGNATURE: .....  
NAME: .....  
QUALIFICATION: .....

SERVED UPON:

SIGNATURE: .....  
FULL NAME: .....  
QUALIFICATION: .....  
ON BEHALF OF: .....  
DATE: .....  
TELEPHONE (if any): .....

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NOTICE OF INTENTION TO ISSUE PENALTY

*(Made under paragraph 102(2))*

Ref: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE PROPOSED CONSTRUCTION OF \_\_\_\_\_ IN CONTRAVENTION OF THE ARCHITECTS AND QUANTITY SURVEYORS (REGISTRATION) ACT, CAP 269 (AS AMENDED) AND ITS BYLAWS.

As you aware, the officers of the Board inspected the above mentioned project and found that the construction project was undertaken in contravention section \_\_\_ of the Architects and Quantity Surveyors (Registration) Act, Cap 269 (as amended) and/or paragraph \_\_\_\_\_ of Architects and Quantity Surveyors By-laws.

That following contravention of the law, you are liable to pay penalty as follows;  
.....amounting TZS  
.....amounting TZS  
.....amounting TZS

TAKE NOTICE that you are required to show cause within a period of ..... why you should not pay the above stated penalties for contravention of the above stated laws.

FURTHER BE INFORMED that failure to pay the said penalty within the stated period or reply, shall necessitate the Board to proceed with other take legal actions against you including disciplinary proceedings without further notice.

ISSUING OFFICER:

NAME \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
QUALIFICFATION \_\_\_\_\_

STANDARD SIGNBOARD FORMAT  
*(Made under paragraph 106(3))*

MWAJIRI NA MRADI (100mm-white on Black background)		
TP NO. 00000 BP NO. XXXXX (25mm-Black on Blue background)		
PROJECT MANAGER (IF APPOINTED) (50mm black on white)	M/S KAMA YUPO CO.LTD (75mm- Black on White background)	COMPANY LOGO (IF ANY)
BOARD'S ARCHITECT LOGO (50mm black on white)	M/S MBUNIFU CO. LTD (75mm- Black on White background)	COMPANY LOGO (IF ANY)
STRUCTURAL ENGINEER (50mm black on white)	M/S MSANIFU WA VYUMA CO. LTD (75mm- Black on White background)	COMPANY LOGO (IF ANY)
BOARD QUANTITY 'S SURVEYOR LOGO (50mm black on white)	M/S MKADIRIAJI GHARAMA CO. LTD (75mm- Black on White background)	COMPANY LOGO (IF ANY)
MECHANICAL ENGINEER (50mm black on white)	M/S MHANDISI WA UPEPO CO. LTD (75mm- Black on White background)	COMPANY LOGO (IF ANY)
OTHER CONSULTANTS (IF ANY) (50mm black on white)	M/S MHANDISI WA UMEME CO. LTD (OR OTHERS) (75mm- Black on White background)	COMPANY LOGO (IF ANY)
MAIN CONTRACTOR (50mm black on white)	M/S KANDARASI MKUU CO. LTD (75mm- Black on White background)	COMPANY LOGO (IF ANY)
SPECIALIST SUB- CONTRACTOR (IF ANY) (50mm black on white)	M/S VIGAE CO. LTD (OR OTHERS ) (75mm- Black on White background)	COMPANY LOGO (IF ANY)

SECOND SCHEDULE

*(Made under paragraphs 13(3), 17(3), 30(5), 37(2), 49(4), 84(3)(c), 86(2), 91(4), 93(3), 94(3), 98(2), 100(2), 104(2), 105(4), 106(4), 107(6) and (7), 108(6), 110(5), 111(7), 114(6), 115(3), 118(4) and 121(8))*

Table 1

Penalties

Serial No.	Paragraph	Sub-paragraph	Offence	Penalty
1.	17	(3)	Failure by a foreign person to seek sanction of the Board before applying for residence permit to engage in the assignment	16,000,000/=
2.	13 27	(3) (3)	Architectural or quantity surveying firm practising without a valid practising licence	5,000,000/=
3.	26	(2)	Practice outside area of speciality or professional competence	5,000,000/=
4.	29	(3)	foreign person or firm conducting architectural or quantity surveying services on a project other than it is registered for	16,000,000/=
5.	30	(5)	Failure by the public institution to register a consulting unit to provide services in accordance with registration conditions.	5,000,000/= or 1 % of the construction costs, whichever is higher
6.	34 111 112	(2) (2) (5)	Failure to submit updated annual information or change of contact address, letter heads or ownership structure.	500,000/=
7.	37	(2)	Failure to contribute to professional capacity building.	500,000/=
8.	49	(4)	Failure by architect or quantity surveyor to issue approved professional documents or drawings which are signed and stamped to the construction site	500,000/=
9.	88	(2)	Failure by graduate architect, graduate quantity, architectural technician or architectural draughtsman to conduct services or business under supervision of architect or quantity surveyor.	1,000,000 /=-
10.	90	(4)	Failure by the person or a body of person to register as a project manager	5,000,000/= or 1 % of the construction costs, whichever is higher
11.	93	(4)	Failure by clients, sponsors, owners, developers, international organization, financier to engage registered person or firm to undertake construction works or building projects	5,000,000/= or 2 % of the construction costs, whichever is higher

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

12.	95	(3)	Failure by a person to cooperate with the Board or hide information or documents during office audit	1,000,000/=
13.	96	(3)	Failure by a person to cooperate with the Board, refuse to answer questions put to him or hide information or documents during site audit.	2,000,000/=
14.	100	(2)	Failure to maintain architect's Instruction Book on construction site	300,000
15.	102	(2)	Failure to conduct regular site inspections	Between 100,000 /= 500,000/=
16.	106	(2)	Failure by the architect or quantity surveyor to ensure signboard is erected on site.	500,000/=
17.	107	(4)	Failure by the architect or quantity surveyor to demount signboard after cessation of construction activities	300,000/=
18.	108	(4)	Disregard to the requirement of mounting adequate signboard or erecting inadequate signboard	400,000/=
19.	109	(6)	Cheating on actual value of a consultancy services or cost of a construction project	5,000,000/=
20.	109	(7)	Failure by the registered person or firm to register the project with the Board	5,000,000/= or 1 % of the construction costs, whichever is higher
21.	110	(6)	Failure to mount an office plaque	500,000/=
22.	110	(6)	Failure to abide by the requirements of position of office plaque.	300,000/=
23.	112	(5)	Contravention of the letter headed paper provisions	200,000/=
24.	113	(7)	Failure to abide by the conditions of advertisement	2,000,000/=
25.	116	(6)	Failure by architect or quantity surveyors to abide by the conditions of statutory permits or occupation certificates	1,000,000/=
26.	117	(3)	Fronting, rubber stamping or engaging in building project without having control or decision making	5,000,000/= or 1 % of the construction costs, whichever is higher
27.	118	(1)	Shifting from one firm to another without informing the Board	500,000/=
28.	118	(2)	Be a principal of a more than one firm	2,000,000/=
29.	120	(4)	Conducting architectural or quantity surveying services without a written agreement	1,500,000/=
30.	123	(8)	Participating in an unapproved architectural competition	1,000,000 - 5,000,000
31.	86	(3)	Each convicted count for professional misconduct.	Between 1,000,000/- 5,000,000/=

Table 2: Fees charged to various requirements

Serial No.	paragr aph	Sub-paragraph	Requirement	Fees
1.	7		Fee for application forms for various requirements	10,000-30,000/=
2.	8		Fees for conducting reconciliation or arbitration	between 180,000/= to 300,000/= per hour
3.	15	(3)(c)	Fee for lost, destroyed or defaced certificate	100,000/=
4.	57	(1)	Fee for Information extracted from the registers or sub register	30,000/=
5.	57	(2)	Fee for a directory of registered persons and firms	30,000/=
6.	72	(2)	Fee for reviewing examination result	200,000/=
7.	100	(1)	Fee for architects Instruction Book	20,000/=
8.	120	(1)	Fee for Standard agreement	50,000/=



THIRD SCHEDULE

*(Made under paragraph 35)*

Table 1: Registration fees (TZS) architects, quantity surveyors and their firms (local)

Categories	Non refundable application fee	Registration fee	Annual subscriptions fee	Registration certificate	Annual practising licence	Official stamp
Architect	20,000	120,000	100,000	50,000		100,000
Quantity Surveyor	20,000	120,000	100,000	50,000		100,000
Architectural Firm	30,000	600,000	500,000	50,000	50,000	100,000
Quantity surveying Firm	30,000	600,000	500,000	50,000	50,000	100,000

Table 2: Registration fees (TZS) architects, quantity surveyors and their firms (Foreign)

Categories	Non refundable application fee	Registration fee	Annual subscriptions fee	Registration certificate	Annual practising licence	Rubber stamp
Architect	500,000	1,000,000	750,000	150,000		
Quantity Surveyor	500,000	1,000,000	750,000	150,000		
Architectural Firm	500,000	25,000,000	12,500,000	150,000	150,000	150,000
Quantity Surveying Firm	500,000	25,000,000	12,500,000	150,000	150,000	150,000

Table 3: Registration fees (TZS) graduate architects, graduate quantity surveyors, architectural technicians and architectural draughtsman (local):

Categories	Non refundable application fee	Registration fee	Annual subscriptions fee	Registration certificate
Graduate Architect	10,000	40,000	50,000	50,000
Graduate Quantity Surveyor	10,000	40,000	50,000	50,000
Architectural Technicians	10,000	30,000	40,000	50,000
Architectural Draughtsman	10,000	30,000	40,000	50,000

Table 4: Examination Fees (TZS) for Intermediate and final level examinations

Subject Level	Architecture		Quantity Surveying	
	Intermediate	Final	Intermediate	Final
Law and Architecture	-	50,000		
Professional Activities	-	50,000		
Building Services	40,000			
Building Technology	40,000			
Professional Practise	40,000			
Measurement of Building Works			40,000	
Measurement of Building Services			40,000	
Building Economics			40,000	
Professional Practice			40,000	50,000
Practical Problem				50,000

FOURTH SCHEDULE

*(Made under paragraph 84)*

CODE OF CONDUCT AND ETHICS FOR REGISTERED PERSONS

- Citation 1. This Code may be cited as the Architects and Quantity Surveyors (Conduct and Ethics) Code.
- Application 2. This Code of conduct and Ethics shall apply to all architects, quantity surveyors, graduate architects, graduate quantity surveyors, architectural technicians and architectural draughtsman.
- General Obligation 3.-(1) Registered person shall be dedicated to the highest standards of professionalism, integrity, confidentiality, fidelity, competence, without undue delay and to the highest possible quality of their output, and thereby bring to society special and unique knowledge, skills, and aptitudes essential to the development of the built environment of societies and culture by doing the following-
- (a) Continually striving to improve professional knowledge and skill in areas relevant to the practices.
  - (b) continually seeking to raise the standards of aesthetic excellence, architectural or quantity surveying education, research, training and practice;
  - (c) Appropriately, promoting the allied fields and contribute to the knowledge and capability of the building industries.
- (2) Taking into account all applicable laws and regulations when discharging professional services. While a registered person may rely on the advice of other professionals as to the intent and meaning of such regulations, once having obtained such advice, a registered person shall-
- (a) not knowingly design a project or prepare any professional document in violation of such laws and regulations;
  - (b) not engage in the practice if, in the Board's opinion, such individual's professional competence is substantially impaired by physical or mental disabilities;
  - (c) when acting as the interpreter of building contract documents and the judge of contract performance, a registered person shall render decisions impartially, favouring neither party to the contract;
  - (d) act accurately represent to a prospective or existing client or employer, his qualifications and the scope of his responsibility in connection with work for which he is claiming credit; and
  - (e) practice without appropriate and effective internal procedures, including monitoring and review procedures and sufficient qualified staff.
- (3) If, in the course of his work on a project, a registered person becomes aware of a decision taken by his client, against such registered person's advice, which violates applicable national or municipal building laws and regulations and which will, in the registered person's judgment, materially

and adversely affect the safety, health and welfare to the public of the finished project, he shall-

- (a) report the decision to the appropriate authority charged with the enforcement of the applicable national or municipal building laws and regulations;
- (b) refuse to consent to the decision; and
- (c) in circumstances where the registered person reasonably believes that other such decisions will be taken, notwithstanding his objection, terminate his services with respect to the project.

(4) In the case of a termination in accordance with sub paragraph (3), the registered person shall have no liability to his client on account of such termination.

(5) A registered person shall not-

- (a) assist the application for a registration of an individual known by the registered person to be unqualified in respect to education, training, experience or character;
- (b) engage in the practice of architecture or quantity surveying, knowingly violating the provisions of the Act, these By-laws, or any other written laws.
- (c) not stamping and signing any drawings, specifications, bills of quantities, reports, or other professional work, unless:
  - (i) he is the author of the services;
  - (ii) has professional knowledge and
  - (iii) has competence, accountability and direct supervisory control,

Provided, that in the case of the portions of such professional work prepared by the registered person's sub consultants, a registered person shall only stamp and sign that portion of the professional work he has reviewed such portion and has coordinated its preparation, and intends to be responsible for its adequacy.

(6) A registered person possessing knowledge of a violation of the provisions code of professional ethics and conduct by another registered person shall immediately report such knowledge to the Board.

(7) Each office which is maintained for the preparation of drawings, specifications, reports, or other professional work shall have a registered person resident and regularly employed in that office having direct supervision of such work.

(8) Where work is carried out on behalf of a registered person by an employee or by anyone else acting under an architect's or quantity surveyor's direct control, the architect or quantity surveyor shall be responsible for ensuring that the person is competent to perform the task and is adequately supervised.

Obligation to public

4. Every registered person shall-

- (a) respect and assist to conserve the-systems of values and the natural and cultural heritage of the community in which they are creating architecture. They shall strive to improve the environment and the quality of the life and habitat within it in a sustainable manner, being fully mindful of the effect of their work on the widest interests of all those who may reasonable be expected to use or enjoy the product of the work;

- (b) recognise that his primary obligation is to protect the safety, health, property and welfare of the public and the safeguard of the environment in the performance of his duties;
- (c) not communicate, promote himself or his professional services in false, misleading or deceptive manners;
- (d) not represent himself in a misleading fashion;
- (e) uphold the law and abide by the codes of ethics and conduct while providing professional services;
- (f) appropriate involve himself in civic activities, as citizen and professional, and promote public awareness of architectural or quantity surveying issues; and
- (g) take all reasonable steps to avoid waste of natural resources, damage to the environment and wasteful damage or destruction of the products of human skills.

Obligation to client

5. Every registered person shall-
- (a) take into account applicable laws and regulations in performing professional services. The registered person may rely on the advice of other qualified persons as to the intent and meaning of such laws and regulations;
  - (b) carry out their professional work faithfully, conscientiously, competently, and in a professional manner, and shall exercise unprejudiced and unbiased judgment with due regard to the relevant technical and professional standards when performing all professional services;
  - (c) ensure that professional judgment take precedence over any other motive in the pursuit of the art, science, and business of architecture or quantity surveying;
  - (d) undertake to perform professional services only when he works together with sub consultants who are qualified by education, training, or experience in the specific technical areas involved;
  - (e) undertake professional work where he can ensure that he possess adequate knowledge and abilities and where adequate technical and financial resources shall be provided in order to fulfill his commitments in every respect to his clients, for any one commission;
  - (f) perform his professional work with due skills, care, integrity, competence and diligence;
  - (g) carry out his professional work without undue delay and so far as it is within his powers and within an agreed reasonable time limit;
  - (h) keep his client informed of the progress of work undertaken on the client's behalf and of any issues that may affect in the quality or cost;
  - (i) accept responsibility for the independent advice provided he provides to his client, and undertake to perform professional services only when he, together with whom he may engage as sub consultants, are qualified by education, training, or experience in the specific areas involved;

- (j) not undertake professional work unless the parties have clearly agreed in writing to the terms of the appointment, notably-
  - (i) scope of work;
  - (ii) allocation of responsibilities;
  - (iii) any limitation of responsibilities;
  - (iv) fee or method of calculating it; and
  - (v) any provision for termination.
- (k) be remunerated solely by the fees and benefits specified in the written agreement of engagement or employment;
- (l) not offer any inducements to procure an appointment;
- (m) observe the confidentiality of their client's affairs and shall not disclose confidential information without the prior consent of the client or other lawful authority or by order of a court of law;
- (n) disclose to clients, owners, or contractors significant circumstances known to him that could be construed as creating a conflict of interest, and shall ensure that such conflict does not compromise the legitimate interests of such persons or interfere with the registered person's duty to render impartial judgment of contract performance by others;
- (o) not have own or have a commercial interests as a principal of a firm or consultant or adviser in any material, device or invention used in a building without first disclosing such interest to his client before specifying the use of it in works under his direction; and
- (p) not be influenced in his professional duties by his political lenience by commissioning or allowances or other considerations directly or indirectly from contractors or other parties dealing with client or employer in connection with the works for which the registered person is responsible.

Obligation to profession

6. A registered person shall-
- (a) pursue his professional activities with honesty and fairness;
  - (b) uphold the integrity and dignity of the profession, and shall in every circumstance conduct himself in a manner that respects the legitimate rights and interests of others;
  - (c) not take as a partner or act as a co-director or with an unsuitable person, such as a person whose name has been removed from the register or a person disqualified from membership of a recognized body of architects or quantity surveyors;
  - (d) strive to promote the dignity and integrity of the profession, and to ensure that his representatives and employees conform to the professional standard, so that no action or conduct is likely to undermine the confidence of those for and with whom they work and the public dealing with registered person is protected against misrepresentation, fraud, or deceit;
  - (e) strive to contribute to the development of architectural or quantity surveying knowledge, culture, and education;

- (f) not assist the application for registration of a person who is unqualified with respect to education, training, experience, or character;
- (g) if having information which leads to a reasonable belief that another person has committed a violation of this Code which raises a serious question as to that person's honesty, trustworthiness or fitness, report such information to the Board;
- (h) Not permit the use of his or firm name or his associates in business venture with any person or firm which he has reason to believe that he is involved in fraudulent or dishonest business or professional practices; and
- (i) Not request, propose or accept a professional commission under circumstances in which his professional judgment may be compromised.

Obligation to  
colleagues

7. A registered person shall-

- (a) not discriminate on grounds of race, ethnicity, religion, disability, marital status, or gender;
- (b) respect rights and acknowledge the professional aspirations and contributions of his colleagues and the contribution made to his works by others;
- (c) uphold professional reputation on the merits of his own service and performance and shall recognize and give credit to others for the professional work he has performed;
- (d) not appropriate the intellectual property or unduly take advantage of the ideas of another registered person without express authority from the originating registered person;
- (e) not offer services or quote a fee without receiving an invitation to do so. The registered person shall have sufficient information on the nature and the scope of the project to enable a fee proposal to be prepared that clearly indicates the service covered by the fee in order to protect the client and society from unscrupulous practice or under- resourcing;
- (f) not offer services or revise a fee quotation to take account of the fee quoted by another registered person for the same service, in order to protect the client and society from unscrupulous practice or under-resourcing;
- (g) build the professional reputation on the merits of his own service and performance and shall recognize and give credit to others for the professional work he has performed;
- (h) not supplant or attempt to supplant another registered person from an appointment;
- (i) not enter into any architectural competitions that the Board has declared to be unacceptable or not approved;
- (j) not act in any other capacity for the work while he has been appointed as a member of a competition jury or assessors;
- (k) not maliciously or unfairly criticize or attempt to discredit another architect or quantity surveyor's work;
- (l) on being approached to undertake a project or other professional work upon which he knows or can ascertain by reasonable inquiry that another architect or quantity surveyor

has a current appointment with the same client for the same project or professional work, notify the other architect or quantity surveyor;

- (m) when appointed to give an opinion on the work of another architect or quantity surveyor, notify the other architect or quantity surveyor, unless by doing so, shall prejudice a prospective or actual litigation;
- (n) provide his associates and employees with a suitable working environment, compensate them fairly, and facilitate their professional development;
- (o) ensure that his personal and professional finances are managed legally and prudently;
- (p) when leaving an employer's service, shall not without the permission of the employer, take designs, drawings, data, reports, notes, bills of quantities or other materials relating to work performed in the employer's service; and
- (q) not unreasonably withhold permission from departing employees to take copies of designs, drawings, data, reports, notes, bills of quantities or other materials relating to work performed by the employees in the members' service which are not confidential.

Obligation to management of business

8. A registered person shall-

- (a) putting in place an effective systems in place to ensure that his practice is run professionally and that projects are regularly monitored and reviewed;
- (b) ensure that he is able to provide adequate professional, financial and technical resources when entering into a contract and throughout its duration and have sufficient suitably qualified and supervised staff to provide an effective and efficient service to clients;
- (c) ensure that adequate security is in place to safeguard both paper and electronic records for his clients, taking full account of data protection, and that clients' confidential information is safeguarded;
- (d) ensure that before he undertakes any professional work he has entered into a written agreement with the client which adequately covers:
  - (i) the contracting parties;
  - (ii) the scope of the work;
  - (iii) the fee or method of calculating it;
  - (iv) who will be responsible for what;
  - (v) any constraints or limitations on the responsibilities of the parties;
  - (vi) the provisions for suspension or termination of the agreement;
  - (vii) a statement that he has adequate and appropriate professional indemnity cover as specified by the Board; and
  - (viii) complaints-handling procedure including details of any special arrangements for resolving disputes such as arbitration;



- (e) ensure that the agreements with the client record that he is registered with the Board and that he is subject to this Code; and that the client can refer a complaint to the Board if his conduct or competence appears to fall short of the standards in the Code;
- (f) make clear to the client the extent to which any of his architectural or quantity surveying services are being subcontracted; and
- (g) at the end of a contract if requested or otherwise upon reasonable demand, he shall promptly return to a client any papers, plans or property to which the client is legally entitled and not under his copyright.

(2) Subject to sub-paragraph (1)(d), any agreed variations in the written agreement shall be recorded in writing.

Obligation to client's money and trustworthiness

9. In relation to clients' money, a registered person shall-

- (a) keep proper records of all money held by him which belongs to a client or other third party, and to account for it at all times;
- (b) keep such money in a designated bank account, called a "client account" which is separate from any personal or business account;
- (c) instruct the bank in writing and ensure that all money in the client account is held as clients' money, and that the bank shall not combine it with any other account, or exercise any right of set-off or counterclaim against it;
- (d) ensure that money is not withdrawn from a client account to make a payment unless it is made to or on behalf of a client on the client's specific written instructions; and
- (e) unless otherwise agreed by the client, arrange for any interest (or other benefit) accruing from a client account to be paid to the client.

Obligation to statutory authorities

10. A registered person shall-

- (a) co-operate fully and promptly with the Board, and within any specified timescale, by providing information which may be required by the Board in carrying out its statutory duties, including evidence that the registered person is complying with building Codes and Standards;
- (b) notify the Board promptly and in writing of any changes in the details held about him in the Register, including his address;
- (c) adhere to the primary regulatory laws for design and supervision of buildings and ensure he complies within the following requirements:
  - (i) specific design and construction requirements, based on the occupancy of the building and the hazards involved in the uses;
  - (ii) right of easements;
  - (iii) disability requirements;
  - (iv) allowable construction types (e.g. fire-resistive, noncombustible, heavy timber wood frame) based on

- occupancy, building height, availability of fire-fighting capacity, and other factors;
- (v) restrictions on building height;
- (vi) requirements for compartmentation (fire areas and safety issues), egress and ingress requirements, which shall include stairs, corridors, ramps and doors;
- (vii) structural requirements for building components;
- (viii) light and ventilation requirements; and
- (ix) materials performance and specifications.

Obligation to respect other persons

11. A registered person shall-

- (a) treat everyone fairly and in line with the law and shall not discriminate other persons on the grounds of disability, age, gender, ethnicity, or any other inappropriate consideration;
- (b) not make a misleading, deceptive or false statement or claims about his professional qualifications, experience or performance; and
- (c) make reasonable efforts to ensure that those over whom he has supervisory authority conform to this Code.

Maintaining reputation of registered person

12. A registered person shall-

- (a) conduct in a way which does not bring him or the profession into disrepute. If a registered person finds himself in a position where he knows that he has fallen short of this Code, or that a registered person's conduct may reflect badly on the profession, he shall report the matter to the Board. For example, he shall notify the Registrar within 7 days if he:
  - (i) is convicted of a criminal offence;
  - (ii) is made the subject of a court order disqualifying him from acting as a principal of the firm;
  - (iii) is made the subject of a bankruptcy order;
  - (iv) is a director of a company which is wound up (other than for amalgamation or reconstruction purposes);
  - (v) makes an accommodation with creditors (including a voluntary arrangement); and
  - (vi) fails to pay a judgment debt;
- (b) report to the Board another registered person whose conduct falls significantly short of the expected standards. If he is in doubt as to whether such a report is required, he shall consult the Board for guidance;
- (c) not enter into any contract (other than in a settlement of a dispute) the terms of which may prevent any party from reporting an apparent breach of the Code to the Board; and
- (d) if he is subject to an investigation by the Board he shall use his best endeavours to assist in that investigation.

(2) The conducts under sub-paragraph (1) may be examined in order to ascertain whether they disclose a wilful disregard of a registered person's responsibilities or a lack of integrity. The above list of examples is not exhaustive.

Considering environmental impact 13. A registered person shall take into account the environmental impact of his professional activities.

FIFTH SCHEDULE

*(Made under paragraphs 114(4), 128(4), 130, 132, 134(1), 135(1), 136(2),137(2), 138, 140(2), 150, 152, 154(1), 155, 156(2), 157(2), 158, 160(2) and 161(2))*

Table 1 Rates of payment (TZS) on Time Basis

Serial No	POSITION	HOURLY	DAILY	MONTHLY
1	Principal Architect	480,000-600,000	2,400,000-3,000,000	48,000,000-60,000,000
2	Principal Quantity Surveyor	480,000-600,000	2,400,000-3,000,000	48,000,000-60,000,000
3	Senior Architect	300,000-400,000	1,600,000-2,000,000	32,000,000-40,000,000
4	Senior Quantity surveyor	300,000-400,000	1,600,000-2,000,000	32,000,000-40,000,000
5	Architect	200,000-300,000	1,000,000-1,400,000	21,000,000-27,000,000
6	Quantity Surveyor	200,000-300,000	1,000,000-1,400,000	21,000,000-27,000,000
7	Graduate Architect	160,000-250,000	800,000-1,000,000	16,000,000-21,000,000
8	Graduate Quantity surveyor	160,000-250,000	800,000-1,000,000	16,000,000-21,000,000
9	Architectural Technician	100,000-160,000	500,000-750,000	10,000,000-16,000,000
10	Architectural Draughtsman	80,000-140,000	400,000-500,000	8,000,000-13,000,000

Table 2 Percentages charged on the basis of cost of the project for Services in Architecture, Conservation Architecture and Naval Architecture

Value of the works in TZS	Fees as % of cost of works NEW WORKS		Fees as % of cost of works EXISTING WORKS	
	Minimum	Maximum	Minimum	Maximum
675,000,000 and below	8	12	14.5	15
677,700,000 - 1,350,000,000	7	8.5	13.5	14
1,352,700,000-2,700,000,000	6.5	7.5	12.5	13
2,702,700,000-13,500,000,000	5.75	6	11.5	12
13,502,700,000-27,000,000,000	5.25	5.5	10.5	11

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

27,002,700,000- 40,500,000,000	4.8	5	9.5	10
40,502,700,000- 67,500,000,000	4.5	4.8	8.5	9
67,502,700,000 and above	4	4.5	7	8

Table 3 Percentages charged on the basis of cost of the project for interior design, furniture design and landscape architecture services.

Value of the specialist works in TZS	Fees as % of cost of works NEW WORKS		Fees as % of cost of works EXISTING WORKS	
	Minimum	Maximum	Minimum	Maximum
135,000,000 and below	8	12	14.5	15
137,700,000 - 270,000,000	7	8.5	13.5	14
272,700,000- 405,000,000	6.5	7.5	12.5	13
407,700,000- 540,000,000	5.75	6	11.5	12
542,700,000- 810,000,000	5.25	5.5	10.5	11
812,700,000- 1,080,000,000	4.8	5	9.5	10
1,082,700,000- 1,350,000,000	4.5	4.8	8.5	9
1,352,700,000 and above	4	4.5	7	8

Table 4 Percentages charged on the basis of cost of the project for quantity surveying, building economics and building survey services

Value of the works in TZS	Fees as % of cost of works NEW WORKS		Fees as % of cost of works EXISTING WORKS	
	Minimum	Maximum	Minimum	Maximum
675,000,000 and below	4	6	7.25	7.5
677,700,000 - 1,350,000,000	3.5	4.25	6.75	7
1,352,700,000- 2,700,000,000	3.25	3.75	6.25	6.5
2,702,700,000- 13,500,000,000	2.9	3	5.75	6
13,502,700,000- 27,000,000,000	2.6	2.75	5.25	5.5
27,002,700,000- 40,500,000,000	2.4	2.5	4.75	5

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

40,502,700,000- 67,500,000,000	2.25	2.4	4.25	4.5
67,502,700,000 and above	2	2.25	3.5	4

Table 5 Percentages charged on the basis of cost of the project for construction management and project management services

Value of the works in TZS	Fees as % of cost of works NEW WORKS		Fees as % of cost of works EXISTING WORKS	
	Minimum	Maximum	Minimum	Maximum
1,350,000,000 and below	1.85	2	2.8	3
1,352,700,000-5,400,000,000	1.5	1.75	2.5	2.65
5,402,700,000-13,500,000,000	1	1.25	2	2.25
13,502,700,000- 27,000,000,000	0.90	0.95	1.75	1.8
27,002,700,000- 54,000,000,000	0.8	0.85	1.6	1.7
54,002,700,000- 67,500,000,000	0.6	0.75	1.25	1.5
67,502,700,000 and above	0.25	0.5	0.5	1

Table 6 Stages of payment of fees for architectural and quantity surveying services

Work Stage	Proportion of Fee	Cumulative Total
A B	5%	5%
C	10%	15%
D	20%	35%
E	20%	55%
F G	20%	75%
H J K L	25%	100%

Table 7 Rates of payment (TZS) on Time Basis for Individual registered person

Serial No	POSITION	HOURLY	DAILY	MONTHLY
1	Principal Architect	100,000-150,000	300,000-500,000	5,000,000-7,000,000
2	Principal Quantity Surveyor	100,000-150,000	300,000-500,000	5,000,000-7,000,000
3	Senior Architect	50,000-100,000	200,000-300,000	3,000,000-5,000,000
4	Senior Quantity surveyor	50,000-100,000	200,000-300,000	3,000,000-5,000,000
5	Architect	40,000-50,000	100,000-200,000	2,000,000-3,000,000
6	Quantity Surveyor	40,000-50,000	100,000-200,000	2,000,000-3,000,000
7	Graduate Architect	30,000-40,000	75,000-100,000	1,000,000-2,000,000

*Architects and Quantity Surveyors By-Laws*

*GN. NO.879 (Contd.)*

8	Graduate Quantity surveyor	30,000-40,000	75,000-100,000	1,000,000-2,000,000
9	Architectural Technician	20,000-30,000	50,000-75,000	750,000-1,000,000
10	Architectural Draughtsman	20,000-30,000	50,000-75,000	750,000-1,000,000

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SIXTH SCHEDULE

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*(Made under paragraphs 125(2), 126(2), 129(1), 135(4), 140(3), and 141(2))*

PART A

ARCHITECT'S PRELIMINARY AND BASIC SERVICES

*Work Stage A: Inception*

*Preliminary Services*

1. The architect shall discuss the client's requirement including time scale and any financial limits; assess these and give general advice on how to proceed, agree the architect's services.
2. The architect shall obtain from the client information on ownership and any lessors and lessees of the site, any existing buildings on the site, boundary fences and other enclosures, and any known easements, encroachments, underground services, rights of way, rights of support and other relevant matters.
3. The architect shall visit the site and carry out an initial appraisal.
4. The architect shall advise on the need for other consultant's services and on the scope of those services.
5. The architect shall advise on the need for contractors, sub contractors and suppliers to design and execute part of the works to comply with the architect's requirements.
6. The architect shall advise on the need for site staff.
7. Where required the architect shall prepare an outline time table and fee basis for further services for the client's approval.

*Work Stage B: Feasibility*

The architect shall carry out such studies as may be necessary to determine the feasibility of the client's requirements, review with the client alternative design and construction approaches and in consultation with quantity surveyor, advise on cost implications, the need to obtain planning permissions, approvals under building Act or regulations, and other similar statutory requirements.

*Work Stage C: Outline Proposals*

Basic Services

The architect shall, in consultation with the appointed consultants, analyse the client's requirements; prepare outline proposals and obtain approximate or preliminary cost estimates for the project as prepared by quantity surveyor for the client's preliminary approval.

*Work Stage D: Scheme Design*

1. The architect shall, in consultation with the appointed consultants, develop a scheme design from the outline proposals taking into account amendments requested by the client; incorporate cost estimates prepared by quantity surveyor; where applicable, give an indication of possible start and completion dates for the building contract. The scheme design shall illustrate the size and character of the project in sufficient detail to enable the client to agree the spatial arrangements, materials and appearance.



2. The architect shall, in consultation with the appointed quantity surveyor, advise the client on the implications of any subsequent changes on the cost of the project and on the overall programme.
3. Where required, the architect shall make application for planning consent.

*Work Stage E: Detail Design*

1. With appointed consultants, the architect shall develop a scheme design, obtain the client's approval of the type of construction, quality of materials and standard of workmanship; co-ordinate any design work done by consultants, specialist contractors, sub-contractors and suppliers; obtain quotations and other information in connection with specialist work.
2. Where required, the architect shall make and negotiate, applications for approvals under the legislations governing building or other statutory requirements.

*Work Stage F and G: Production Information and Bills of Quantities*

With appointed consultants, the architect shall prepare production information including drawings, schedules and specification of materials and workmanship; provide information for preparation of bills of quantities and all other necessary construction information to enable a contractor to prepare a tender.

*Work Stage H: Tender Action*

1. The architect shall arrange, for other contracts to be let prior to the contractor commencing work.
2. The architect shall advise on and obtain the client's approval to a list of tenderers.
3. The architect shall invite tenders from approved contractors; appraise and advise on the submitted tenders and arrange for a price to be negotiated with a contractor.

*Work Stage J: Project Planning*

The architect shall advise the client on the appointment of the contractor and on the responsibilities of the client, contractor and architect under the terms of the building contract; where required prepare the building contract and arrange for it to be signed by the client and the contractor; provide production information as required by the building contract.

*Work Stage K: Operation on Site*

1. The architect shall administer the terms of the building contract during operations on site.
2. The architect shall visit the site as appropriate to inspect generally the progress and quality of the work.
3. With the appointed quantity surveyor, the architect shall produce periodic financial reports to the client including the effect of any variations on the construction cost.
4. Provide site staff for frequent or constant inspection of the works.

*Work Stage L: Completion*

1. The architect shall administer the terms of the building contract relating to the completion of the works.
2. The architect shall give general guidance on maintenance.
3. The architect shall provide the client with a set of drawings showing the building and the main lines of drainage; arrange for drawings of the services installations to be provided.
4. Compile maintenance and operational manuals; incorporate information prepared by other consultants, specialist, contractors, sub contractors and suppliers.

5. Provide specially prepared drawings of a building 'as built'.

ARCHITECT ADDITIONAL SERVICES

PART B

*Surveys and Investigations*

1. Advise on the selection and suitability of sites; conduct negotiations concerned with sites and buildings.
2. Make measured surveys, take levels and prepare plans of sites and buildings.
3. Make inspections, prepare reports or give general advice on the condition of premises.
4. Prepare schedules of dilapidation; negotiate them on behalf of landlords or tenants.
5. Investigate building failures; arrange and supervise exploratory work by contractors or specialists.
6. Take particulars on site; prepare specifications and/or schedules for repairs and restoration work and inspect their execution.
7. Investigate and advise on problems in existing buildings such as fire protection, floor loading, sound insulation, or change of use.
8. Advise on the efficient use of energy in new and existing buildings.
9. Prepare risk management plan i.e. risk planning, identification, assessment, analysis and handling.
10. Prepare feasibility study reports.
11. Evaluate technical and financial proposals for selection and employment of consultants.
12. Prepare request for proposal for soliciting consulting services.

*Development Services:*

1. Prepare special drawings, models or technical information for the use of the client or for application under planning, building act, building regulation or other statutory requirements, or for negotiations with ground landlords, adjoining owners, public authorities, licensing authorities, mortgagors and others, prepare plans for conveyance, land registry and other legal purposes.
2. Prepare plans for a large building or complex of buildings prepare a layout only, or prepare a layout for a greater area than that which is to be developed immediately.
3. Prepare layouts for housing, industrial or other estates showing the siting of buildings and other works such as roads and sewers.
4. Prepare drawings and specification of materials and workmanship for the construction of housing, industrial or other estates roads and sewers.
5. Provide services in connection with demolition works.
6. Provide services in connection with environmental studies.

*Design Services:*

1. Advise on the commissioning or selection of works of art; supervise their installation.
2. Advise on the commissioning or selection of specialist acoustical investigations.
3. Carry out special construction research in connection with a scheme design, including the design, construction or testing of prototype buildings or models.
4. Develop a building system or mass-produced building components; examine and advise on existing building systems; monitor the testing of prototype buildings and models.

*Negotiations:*

1. Conduct exceptional negotiations with planning authority.
2. Prepare and submit an appeal under relevant building authorities; advise on other work in connection with planning appeals.

3. Conduct exceptional negotiations for approvals under building acts or regulations; negotiate waiver or relaxation.
4. Make submissions to the Antiquities Division and other similar statutory bodies.
5. Submit plans of proposed building works for approval of landlords, mortgagors, freeholders or others.
6. Advise on the rights and responsibilities of owners or lessees including rights of light, rights of support, and rights of way; provide information; undertake any negotiations.
7. Provide services in connection with party wall negotiations.
8. Prepare and give evidence; settle proofs; confer with legal counsels; attend court or arbitration, appear before other tribunals; act as arbitrator.

*Administration and Management of Building Projects:*

1. Provide services to the client, whether employer or contractor, in carrying out duties under a design and build contract.
2. Provide services in connection with separate trades contracts; agree a programme of work; act as co-ordinator for the duration of contracts.
3. Provide services in connection with labour employed directly by the client; agree a programme of work; co-ordinate the supply of labour materials; provides general supervision; with the appointed quantity surveyor agree on the final account.

*Master Plans:*

Preparation of master plan works.

CONDITION OF ARCHITECT'S APPOINTMENT  
PART C

*Architect's Authority:*

1. The architect shall act on behalf of the client in the matters set out or implied in the architect's appointment; the architect shall obtain the authority of the client before initiating any service or work stage.
2. The architect shall not make any material alteration, addition to or omission from the approved design without the knowledge and consent of the client, except if found necessary during construction for constructional reasons in which case the architect shall inform the client without delay.
3. The Architect shall inform the client if the total authorised expenditure or the building contract period is likely to be materially varied.

*Consultants:*

1. Consultants may be nominated by either the client or the architect, subject to acceptance by each part.
2. Where the client employs the consultants, either directly or through the agency of the architect, the client shall hold each consultant, and not the architect, responsible for the competence, general inspection and performance of the work entrusted to that consultant; provided that in relation to the execution of such work under the contract between the client and the contractor nothing in this paragraph shall affect any responsibility of the Architect for issuing instructions or for other functions ascribed to the Architect under that contract.
3. The architect shall have the authority to co-ordinate and integrate into the overall design the services provided by any consultant, however employed.

*Contractors, Sub-Contractors and Suppliers:*

1. A specialist contractor or supplier who is to be employed by the client to design any part of the works may be nominated by either the architect or the client, subject to acceptance by each party, the client shall hold such contractor, sub-contractor or supplier and not the architect, responsible for the competence, proper execution and performance of the work thereby entrusted to that contractor, sub-contractor or supplier.
2. The architect shall have the authority to co-ordinate and integrate the designs of contractors or sub contractors into the overall design.
3. The client shall employ the contractor under separate agreement to undertake construction or other works.
4. The client shall hold the contractor, and not the architect, responsible for the contractors operational methods and for the proper execution of the works.

*Site Inspection:*

1. The architect shall visit the site at intervals appropriate to the stage of construction to inspect the progress and quality of the works and to determine whether they are being executed generally in accordance with the contract documents.
2. Where frequent or constant inspections are required a clerk of works shall be employed either by the client or the Architect and shall in either event be under the Architect's direction and control.
3. Where frequent or constant inspection by the architect is agreed to be necessary, a resident architect may be appointed by the architect on a part or full time basis.

*Client Instructions:*

1. The client shall provide the Architect with such information and make such decisions as are necessary for the proper performance of the agreed service.
2. The client shall, when requested by the architect, nominate a responsible representative through whom all instructions will be given.

*Copyright:*

1. Copyright in all documents and drawings prepared by the architect and in any works executed from those documents and drawings shall, unless otherwise agreed, remain the property of the architect.
2. The client, unless otherwise agreed, shall be entitled to reproduce the architects design by proceeding to execute the project, provided that-
  - (a) the entitlement applies only to the site or part of the site to which the design relates;
  - (b) the Architect has completed work stage D or has provided detail design and production information in work stages E, F and G; and
  - (c) any fees due to the Architect have been paid or tendered.
3. The entitlement will also apply to the maintenance, repair and renewal of the works.
4. Where an architect has not completed work stage D, or where the client and the Architect have agreed that clause 6.2 shall not apply, the client may not reproduce the design by proceeding to execute the project without the consent of the architect and payment of any additional fee that may be agreed in exchange for the architects consent.
5. The architect shall not unreasonably withhold his consent under clause 6.4 but where his services are limited to making and negotiating planning applications he may withhold his consent unless otherwise determined by an arbitrator appointed in accordance with clause 9.3.

*Assignment:*

The architect or the client shall not assign the whole or any part of his duties without the written consent from the other party.

*Suspension and Termination:*

1. The architect shall give immediate notice in writing to the client of any situation arising from *force majeure* which makes it impracticable to carry out any of the agreed services, and agree with the client a suitable course of action.
2. The client may suspend the performance of any or all of the agreed services by giving reasonable notice in writing to the Architect.
3. If the architect has not been given instructions to resume any suspended service within six months from the date of suspension, an architect shall give the client a 30 days notice requesting resume of service. If the client does not respond to the notice, the architect shall have the right to treat the appointment as terminated.
4. The architect's appointment may be terminated by either party or after the expiry of reasonable notice given in writing.
5. If the client is in breach of the agreement-
  - (a) the Architect may serve on the employer a written notice specifying the breach or breaches and requiring them to be remedied within 30 days; and
  - (b) if the client fails within 30 days of the service of such notice to remedy such breach or breaches; then
  - (c) the architect may suspend performance of the services or may terminate the agreement upon serving a written notice to that effect on the client.
6. If the client becomes bankrupt or has a receiving or administration order made against him or makes an arrangement with his creditors or if distress or execution is levied or threatened upon any of the client's property or any judgement against the client remains unsatisfied for more than 14 days or if being a limited company the client enters into liquidation whether compulsory or voluntary (unless the client enters into voluntary liquidation for the purpose of amalgamation or reconstruction and the amalgamated or reconstructed company assumes the obligations of the client under the agreement) or has a receiver appointed of any of its assets, the architect may suspend performance of the services or may terminate the agreement upon serving written notice on the client to that effect.

7. In the event of the death or incapacity of an architect, the appointment shall be regarded as terminated and in such an event the client may, upon payment or tender of all outstanding fees and expenses, make full use of reports, drawings and other documents prepared by the architect in accordance with and for use under the agreement, but only for the purpose for which they were prepared.

*Settlement of Disputes:*

1. The architect or client shall not assign the whole or any part of his duties without the written consent from the other party.
2. Any difference or dispute arising on the terms of services may, by agreement between the parties, be referred to the Board, for an opinion provided that-
  - (a) the architect's appointment is based on these By-laws and has been agreed and confirmed in writing;
  - (b) the opinion is sought on a joint statement of undisputed facts; and
  - (c) the parties undertake to accept the Board's opinion.
3. Any difference or dispute arising out of the appointment which cannot be resolved by the parties may be referred to arbitration as coordinated by the Board or any other competent authority as agreed between the parties.
4. Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the appointment without recourse to arbitration.

SEVENTH SCHEDULE

*(Made under paragraph 146(2) and 149(1))*

PART A

QUANTITY SURVEYOR PRELIMINARY AND BASIC SERVICES

*Work Stage A: Inception*

1. The quantity surveyor shall visit the site and carry out an initial appraisal.
2. The quantity surveyor shall assist the architect on the need for contractors, sub contractors and suppliers to design and execute part of the works to comply with the architect's requirements.
3. The quantity surveyor shall prepare and furnish preliminary cost advice to the architect.
4. The quantity surveyor shall carry out such studies as may be necessary to determine the economic viability of the client's requirements and review cost implication of alternatives designs and construction approaches.

*Work Stage B: Economic viability*

Basic Services

*Work Stages C: Preliminary Cost estimate*

The quantity surveyor shall prepare preliminary cost estimates for the project basing on the outline design proposal.

*Work Stage D: Cost development of the Scheme Design*

1. The quantity surveyor shall prepare cost basing on the scheme design and shall report and advise on the cost implication of the scheme design.
2. The quantity surveyor shall advise on the implications of any subsequent changes on the cost of the project and on the overall programme.

*Work Stage E: Detail Design*

The quantity surveyor shall carry out cost checks as necessary; advise on the consequences of any subsequent changes on the cost and programme. The quantity surveyor shall bring up-to-date the cost plans so as to establish proper cost control during execution of the works.

*Work Stage F and G: Production Information and Bills of Quantities*

The quantity surveyor shall prepare production information incorporating designs specification of materials and workmanship; prepare bills of quantities and all other necessary construction information to enable a contractor to prepare a tender.

*Work Stage H and J: Tender Action and Project Planning*

The quantity surveyor shall assist in the tendering procedure including arithmetic check of received tenders, evaluation and reporting of tenders and recommendation of contractor selection and advise on the project cost control and cash flow forecasting, financial reporting methods.

*Work Stage K: Operation on Site*

The quantity surveyor shall visit the site as appropriate to inspect generally the progress and value of the work for the purpose of interim valuation.

The quantity surveyor shall assess and ascertain claims arising from the delays for extension of time.

The quantity surveyor shall produce periodic financial reports to the architect or project manager including the effect of any variations on the construction cost.

*Work Stage L: Completion*

The quantity surveyor shall prepare final account and submit it to the architect or project manager after liaising with the client and the contractor.

CONDITION OF QUANTITY SURVEYOR'S APPOINTMENT

PART B

*(Made under Paragraph 151(1))*

*Quantity Surveyor's Authority:*

1. The quantity surveyor shall exercise reasonable skill and competence and shall apply technical knowledge in conformity with the normal standards of the quantity surveying profession.
2. The quantity surveyor shall act on behalf of the client in the matters set out or implied in the quantity surveyor appointment; the quantity surveyor shall obtain the authority of the client before initiating any service or work stage.
3. The quantity surveyor shall not make any material alteration, addition to or omission from the approved design without the knowledge and consent of the architect or other designing professionals and client.
4. The quantity surveyor shall inform the architect or project manager if the total authorised expenditure or the building contract period is likely to be materially varied.

*Consultants:*

Where the client employs the consultants, either directly or through the agency of the quantity surveyor, the client shall hold each consultant, and not the quantity surveyor, responsible for the competence, general inspection and performance of the work entrusted to that consultant; provided that in relation to the execution of such work under the contract between the client and the contractor nothing in this paragraph shall affect any responsibility of the quantity surveyor for issuing instructions or for other functions ascribed to the quantity surveyor under that contract.

*Site Inspection:*

The quantity surveyor shall visit the site at intervals appropriate to the stage of construction to inspect the progress and value of the works for the purpose of interim valuation.



*Client Instructions:*

1. The client shall provide the quantity surveyor with such information and make such decisions as are necessary for the proper performance of the agreed service.
2. The client shall when requested by the quantity surveyor, nominate a responsible representative through whom all instructions shall be given.

*Copyright:*

1. Copyright in all documents and information prepared by the quantity surveyor and in any works executed from those documents and information shall, unless otherwise agreed, remain the property of the quantity surveyor.
2. The client, unless otherwise agreed, shall be entitled to reproduce the quantity surveyor's documents by proceeding to execute the project provided that-
  - (a) the entitlement applies only to the site or part of the site to which the services relate;
  - (b) the quantity surveyor has completed work stage D or has provided detail bills of quantities and other tender documents;
  - (c) any fees due to the quantity surveyor have been paid or tendered.
3. The entitlement shall also apply to the maintenance, repair and renewal of the works.
4. Where the quantity surveyor has not completed work stage D, or where the client and the quantity surveyor have agreed that clause 5.2 shall not apply, the client shall not reproduce the documents by proceeding to execute the project without the consent of the quantity surveyor and payment of any additional fee that may be agreed in exchange for the quantity surveyor's consent.

*Assignment:*

The quantity surveyor or the client shall not assign the whole or any part of his duties without the written consent from the other party.

*Suspension and Termination:*

1. The quantity surveyor shall give immediate notice in writing to the client of any situation arising from *force majeure* which makes it impracticable to carry out any of the agreed services, and agree with the client a suitable course of action.
2. The client may suspend the performance of any or all of the agreed services by giving reasonable notice in writing to the quantity surveyor.
3. If the client is in breach of the agreement-
  - (a) the quantity surveyor may serve on the client a written notice specifying the breach or breaches and requiring them to be remedied within 30 days; and
  - (b) if the client fails within 30 days of the service of such notice to remedy such breach or breaches; then
  - (c) the quantity surveyor may suspend performance of the services or may terminate the agreement upon serving written notice to that effect on the client.
4. If the client becomes bankrupt or has a receiving or administration order made against him or makes an arrangement with his creditors or if distress or execution is levied or threatened upon any of the client property or any judgement against the client remains unsatisfied for more than 14 days or if being a limited company the client enters into liquidation whether compulsory or voluntary (unless the client enters into voluntary liquidation for the purpose of amalgamation or reconstruction and the amalgamated or reconstructed company assumes the obligations of the client under this agreement) or has a receiver appointed of any of its assets, the quantity surveyor may suspend performance of the services or may terminate the agreement upon serving written notice on the client to that effect.
5. If the quantity surveyor has not been given instructions to resume any suspended service within six months from the date of suspension, the quantity surveyor shall give the client

a 30 days notice requesting resume of service. If the client does not respond to the notice, the quantity surveyor shall have the right to treat the appointment as terminated.

6. The quantity surveyor's appointment may be terminated by either party or expiry of reasonable notice given in writing.
7. In the event of the death or incapacity of a quantity surveyor the appointment shall be regarded as terminated and in such an event the client may, upon payment or tender of all outstanding fees and expenses, make full use of reports and other documents prepared by the quantity surveyor in accordance with and for use under the agreement, but only for the purpose for which they were prepared.

*Settlement of Disputes:*

1. Any difference or dispute arising on the terms of services of a quantity surveyor may, by agreement between the parties, be referred to the Board, for an opinion provided that:
  - (a) the quantity surveyor's appointment is based on these By-laws and has been agreed and confirmed in writing; and
  - (b) the opinion is sought on a joint statement of undisputed facts; and
  - (c) the parties undertake to accept the Board's opinion.
2. Any difference or dispute arising out of the appointment which cannot be resolved by the parties may be referred to arbitration as coordinated by the Board or any other competent authority as agreed between the parties.
3. Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the appointment without recourse to arbitration.

Dodoma,  
....., 2024

LUDIGIJA BONIFACE BULAMILE,  
*Chairman of the Board*