



Government Gazette

REPUBLIC OF SOUTH AFRICA

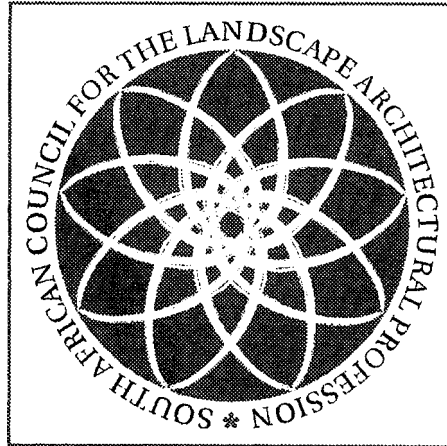
Vol. 474 Pretoria 3 December 2004 No. 27024



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

BOARD NOTICE

BOARD NOTICE 115 OF 2004



SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION (SACLAP)

SACLAP NOTICE:

Final announcement of Registration by Review and advertising of documentation developed by **SACLAP** for **public** comment, November 2004

Introduction

The South African Council of Landscape Architects Professions Act, Act 45 of 2000 mandates the South African Council of Landscape Architects (SACLAP) to determine through consultation the development of documentation, establishment of standards and operational criteria.

The Council was established in August 2002 and since establishment, documentation was developed to be inline with the profession activities and to accommodate long practicing Landscape Architects to register by means of review. In the process Council members, Council Committees and ILASA members were consulted and a need has been identified to advertise the process of means of review and all the documentation developed by the Council for public comment. Therefore the purpose is as follows:

1. Announce the final offer of registration by review,
2. Placing of all documentation developed by the Council Committees for comment,
3. Inform the public of the Council activities,
4. Fulfil legal requirements.

All comments and suggestions must not reach the President (General) and/or the different Council Committees (Registration, Education and Professional Practice) by or before 25 February 2005.

LeBeau LaBuschagne (PrLArch)
SACLAP: Council Member for State
Chair person: Legislation Committee

Johan Barnard (PrLArch)
SACLAP President

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SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

INVITATION TO REGISTER **AS** PROFESSIONAL LANDSCAPE ARCHITECT (PrIArch) **BY** MEANS OF REVIEW

16 November 2004

This notice serves as an invitation to all graduates in landscape architecture who graduated prior to or during November 1993 to apply to be registered as professional landscape architects with SACLAP, by means of a review process. (7 years prior to August 2000 when the South African Council for the Landscape Architectural Professions (SACLAP) replaced BOLASA)

SACLAP is aware that in the past the registration process was perceived to be exclusive by individuals whose work focussed on non-design related fields. Thus SACLAP would like to present a once off opportunity to individuals who have been practicing in **any** of the various fields of landscape architecture for the past 11 years to register by means of review of their work as opposed to writing the annual SACLAP registration exam.

Why register?

- (a) According to subsection 18. (2) of the Landscape Architectural Profession Act, Act No.45, 2000: ***"A person may not practice in any of the categories contemplated in subsection 18.(1), unless he or she is registered in that category;"*** (Subsection 18. (a). (i). = Professional Landscape Architect).

And further:

- (b) According to subsection 12.(1) of the ACT the title "Professional Landscape Architect" is reserved for individuals registered by SACLAP as such.

Therefore it is illegal to practice as, or use the title of, "Landscape Architect or Professional Landscape Architect" if you are not registered as such according to the ACT.

- (c) In order to be eligible for professional indemnity insurance.

The Application Process

SteD 1: Criteria for consideration

1. Graduated in landscape architecture prior to or during November **1993** (7 years prior to August 2000 when the South African Council for the Landscape Architectural Professions (SACLAP) was established. Attach copy of relevant qualification.
2. Letter of Motivation: Applicant must motivate why they should be considered for registration by review (Contribution to the profession etc.).
3. Applicant's CV (Profile of expertise).
4. Mini portfolio of current work (at least last 2 years plus).
5. Letter of recommendation from two sponsors (at least one registered senior landscape architect and/or one other professional person of good standing with 10 years min experience).

Items 1. – 5. Above must be provided in both **electronic format and two hard copies for ease of circulation** to the members of the Registration Committee. The above must be delivered to either Tania du Plessis or Megan Anderson **no later than Tuesday 01 February 2005**.

SteD 2: Review of submitted material by Reaistration Committee

1. Application will be reviewed according to the same criteria used to set the Registration exam. i.e. Ethics, Professional Practice, Environment, with the portfolio covering the added aspect of Design (if applicable).

SteD 3: Interviews if required

1. Only in cases where additional clarification is required, applicants may be requested to meet with the Registration Committee. Interviews will take place between 21 and 24 February 2005 in Cape Town and on the morning of 25 February 2005 in Gauteng if required. Telephonic interviews will be arranged for applicants outside of these two major centres.

SteD 4: Recommendation by Reaistration Committee to SACLAP Council for ratification

1. Registration Committee tables recommendation at next Council meeting set for 25 February 2005 for ratification.
2. Registrar informs applicants of the outcome of their applications immediately after ratification by Council.

Core Competencies

Attached, please find the core competencies for registration as a professional landscape architect have been identified by SACLAP (Annexure A).

Continued Professional Development (CPD)

Applicants are hereby notified that the ACT stipulates that all registered landscape architects are required to remain current in their profession by means of obtaining a minimum CPD points per annum. The CPD system is attached for your information. Commitment to this system is a legal requirement (Annexure B).

Registration Fee

Applications are to be accompanied with proof of payment of two years candidate fees (**R300.00** x 2 = **R600.00**) plus the standard examination fee of **R200.00** and a once off admin fee of **R100.00**. Thus a total of **R900.00** (as is required from candidate landscape architects applying to write the annual registration exam).

Cheque payments to: THE SOUTH AFRICAN COUNCIL FOR THE
LANDSCAPE ARCHITECTURAL PROFESSION
Send to: SACLAP President
P O Box 36
FOURWAYS
2055

OR:

Direct Bank Payment

Bank: NEDBANK
Branch code: Parktown 19440560
Account Name: THE SOUTH AFRICAN COUNCIL FOR THE
LANDSCAPE ARCHITECTURAL PROFESSION
Account Number: 1944033351

Applicants MUST fax a copy of the deposit transaction/EFT to the SACLAP President at Fax: 011-462 9284 and copy this to the Chair person: Realstratation Committee at Fax: 021-671 3989

It is important to understand that a response to this invitation does not automatically imply that the applicant will qualify for registration.

The SACLAP Registration Committee **would** like to encourage all graduates who qualify for registration by review to make use of this opportunity to register. **Please note that this invitation will not be repeated.**

Any queries can be referred to Tania du Plessis or Megan Anderson at the contact details below.

Yours sincerely

TANIA DU PLESSIS BL(Pret) PrLArch
PrLArch

SACLAP: Registration Committee

c: 082 805 8655

f: 012 997 5366

e: taniad@lantic.net

PO box 39864 Moreleta Park 0044

MEGAN ANDERSON BL(Pret)

Chair person: Registration
Committee

t: 021 671 3987

f: 021 671 3989

e: mwala@iafrica.com

PO Box 2607 Clareinch 7740

Contact persons list

1. SACLAP President
Mr Johan Barnard (PrLArch)
P O Box 36
FOURWAYS
2055

Tel: 011- 462 6967
Fax: 011- **462** 9284
E-mail: Johan@newla.co.za

2. Chairperson: Registration Committee
Me Megan Anderson (PrLArch)
P O Box 2607
CLAREINCH
7740

Tel: 021 – 671 3987
Fax: 021 – 671 3989
E-mail: mwala@iafrica.com

3. Chairperson: Education Committee
Mr Hendrik van der Hoven (PrLArch)
P O Box 26129
HOUTBAY
7872

Tel: 021 – 790 2443
Fax: 021 - 790 5195
E-mail: hendrik@houtbay.com

4. Chairperson: Practice Committee
Mr Eamonn O'Rourke (PrLArch)
P O Box 41883
MORELETA RIDGE
0044

Tel: 012 – 349 1307
Fax: 012 – 349 1229
E Mail: Eamonn@adept.co.za



SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

MISSION AND VISION OF SACLAP

1. Vision of SACLAP

In the Service of the Public and to ensure sustainability in all environments

2. Mission Statement

In the Service of protecting the public's health, safety and welfare. Therefore the SACLAP's functions are as follows:

- a) Registration of qualified persons as Professionals,
- b) Identify categories in the Landscape Architecture Profession,
- c) Maintaining a register of registered persons,
- d) Setting and auditing academic and other qualifications standards,
- e) Setting and auditing of professional development standards,
- f) Determining fees payable to the council by registered persons,
- g) Prescribing and enforcing a code of conduct and code of practice,
- h) Identification of the type of work to be performed by a registered person,
- i) Provide for co-ordination between SALAP and the CBE,
- j) Provides matters within.

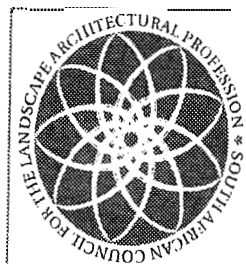
SACLAP
SOUTH AFRICAN COUNCIL FOR THE
LANDSCAPE ARCHITECTURAL PROFESSION



NQF Levels and SACLAP Categories of Registration

NQF Levels	Current Degrees	SACLAP Categories
8	PhD	
7	ML(Prof) 5yrs BL 4 yrs ML (Research) 5yrs studies BSc (Hon) 4yrs UCT BL (Hons) 4yrs (Pret)	Professional LA Candidate Prof LA
6	BSc LA 3yrs BTech 4yrs Land Tech 3yrs	Professional Technologist Candidate Prof Technologist
5	Higher Diploma	Professional Technician Candidate Prof Technician
4	Diploma	Professional Assistant Candidate Assistant
3	NTS 4	

NFQ = National Qualification Framework



Core competencies for the Landscape Architectural Profession

November 2004

SACLAP

SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

Skill	NQF 7		NQF 6		NQF 5		NQF 4	
	Design	Professional LA Environmental Practitioner	Design	Professional Technologist Environmental Practitioner	Design	Professional Technician Environmental Practitioner	Design	Professional Assistant Environmental Practitioner
1 Environmental Planning	B	C	A	B	A	A	A	A
2 Impact Assessment	B	C	B	C	A	B	A	A
3 Masterplanning/ Design Framework	C	C	B	B	B	A	A	A
4 Design	C	B	B	B	B	A	A	A
5 Working drawings & Documentation	C	A	C	A	B	A	A	A
6 Cost Estimation	C	A	B	A	A	A	A	A
7 Project Management	C	C	B	B	B	B	A	A
8 Environmental Management	B	C	A	B	A	B	A	A
9 Contract Management	C	B	B	A	B	A	A	A
10 Professional Practice	C	C	B	B	A	A	A	A
11 Office Management	C	C	B	B	A	A	A	A
2 Office Administration	B	B	B	B	A	A	A	A
3 Technical Skills	C	C	C	C	B	B	B	B
4 Government Legislation & Regulations, Policies & Guidelines	C	C	B	B	B	B	A	A
5 Rehabilitation	B	C	A	B	A	A	A	A
6 Landscape/ Visual Character Assessments	B	A	A	A	A	A	A	A

A = Awareness

E = Basic Skill

C = Competent



SACLAP

SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

TO WHOM IT MAY CONCERN,

November 2004

REGISTRATION AS A CANDIDATE PROFESSIONAL LANDSCAPE ARCHITECT WITH THE SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

Herewith I wish to inform you, of the registration process and requirements which have to be complied with in order to become a registered Professional Landscape Architect.

THE REGISTRATION PROCEDURES

1. REGISTRATION AS A CANDIDATE LANDSCAPE ARCHITECT FOR A PERIOD OF TWO YEARS

- 1.1 Completion of the **application form**.
- 1.2 A certified copy of your **qualification certificate(s)**.
- 1.3 A **Curriculum vitae**.
- 1.4 **A once off administration fee is levied of R10000.**
- 1.5 **Annual fees** will be due for each of a minimum of the **two** years of 'Candidate' registration – Currently the fee for 2004-05 is R300.00.
- 1.6 This will be revised annually and will apply for the period 1 April to 31 March to following year. In addition to this a levy will be added to the fee payable to the **Council for the Built Environment**.
- 1.7 An invoice will be submitted to you in due course on receipt of the above (1.1 – 1.3). Please send all the above to: Chairperson SACLAP Registration Committee, PO **Box** 2607, Clareinch, 7740.
- 1.8 The Candidate Landscape Architect will be informed of their registration and sent a suggested reading list.

2. PRACTICAL EXPERIENCE

- 2.1 As a Candidate Landscape Architect you are required to work for a minimum of **two years** (after graduating), under a mentor who is a Professional Landscape Architect registered with SACLAP. A candidate may be employed by this person or the Registration Committee will recommend an appropriate registered Landscape Architect for the candidate to approach and request that they monitor there professional development **on** an annual basis.

2.2 On completion of ~~two~~ years of practical training, Candidates may apply *to* the Registrar before the end of the second week in each January, to write the exam. Candidates must include with this application:

- a) their CV including the work undertaken in the ~~two~~ year training period;
- b) a letter from their mentor;
- c) proof of payment of their annual fees.

3. EXAMINATION in MARCH each year.

- 3.1. An **examination fee of R200** is applicable. This is revised on an annual basis.
- 3.2. All outstanding fees must be settled **before** candidates will be admitted to the examination.
- 3.3. **All** information regarding the examination will be provided on receipt of **your** application to write the examination.

4. REGISTRATION AS PROFESSIONAL LANDSCAPE ARCHITECT.

- 4.1 You will be informed **in writing** of your examination results.
- 4.2 If your results were favorable you would be entitled to register **as** a professional & put the abbreviation of **PrLArch** after your name
- 4.3 An **annual fee** will be due - The fee is **currently R750.00** plus the applicable CBE levy and is revised each year.
- 4.4 You will receive a registration no and a **certificate**.
- 4.5 Your name will be placed **on** the **official register** of Professional Landscape Architects.
- 4.6 Your name may be removed in terms **of** the act due to **non payment of fees** or due **to** poor conduct or negligence.

5. METHODS OF PAYMENT

Direct Bank Payment

Bank:	NEDBANK
Branch Code:	Parktown 19440560
Account Name:	THE SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION
Account Number:	1944033351

Please fax a copy of the deposit transaction to the SACLAP President at Fax: (011) 462-9284 and a copy of this to the Chairperson: Registration Committee: (021) 6713989



SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

APPLICATION TO REGISTER WITH SACLAP AS A CANDIDATE

(In Terms of the Landscape Architectural Professions Act, No 45 of 2000 Section 18(b) I)

Please complete and return to:

SACLAP President
P O Box 36
FOURWAYS
2055

Category

Candidate Landscape Architect

☐

Candidate Landscape Technologist

☐

Candidate Landscape Technician

☐

Candidate Landscape Assistant

☐

Personal information

Full name

Identity number

Citizenship

Tel no

Cell no

e-mail

Company Information

Employer

Postal address

Postal code

Qualifications

Professional Qualifications

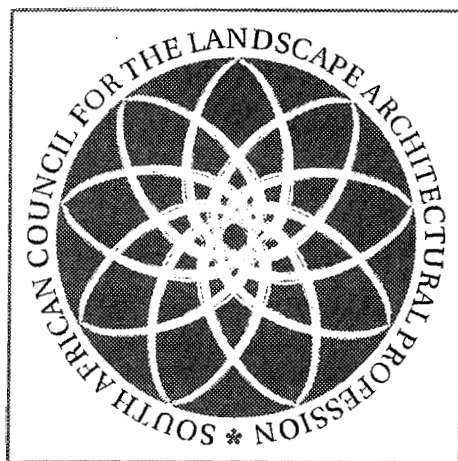
Date

I certify that the above information is correct and that I have acquainted myself fully with the contents of the Landscape Architectural Professions Act, No 45 of 2000, and do hereby therefore make application for registration with the Council.

Signed

Place

Date



SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

Continuing Professional Development System

Continuing Professional Development

1. Introduction

The SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION (SACLAP) is introducing a system of Continuing Professional Development* (CPD) for all landscape architects registered in terms of the Act No. 45 of 2000: Landscape Architectural Profession Act, 2000 as from 1 January 2003.

The CPD system has been developed as a user-friendly process and the **200 points** to be acquired over a **5-year period** should be easily achieved.

The process will be

- neither complicated nor prohibitively expensive
- tailored to suit reciprocal national/international accreditation agreements

Definitions:

"SACLAP / Council" *means the* SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION.

"ILASA / Institute" *means the* Institute of Landscape Architects of South Africa.

"CPD *means the* Continuing Professional Development system.

"Education / Registration Committees" *mean committees of the* SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION.

2. Objective

The primary objective of the Continuing Professional Development system is to enhance professional skills while supporting development in the landscape architecture profession.

3. Administration

The SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION has delegated its authority in terms of the Landscape Architectural Profession Act, 2000 to the Institute of Landscape Architects of South Africa (ILASA) for the:

- management
- delivery of all content

and to the Education / Registration Committees for the:

- monitoring
- maintenance of standards and outcomes of ongoing professional development and training in landscape architecture

leading to:

- registration

The SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION acknowledges with thanks the South African Council for the Quantity Surveying Profession for the use of the CPD system and document.

- renewal of registration with the Council by the Education / Registration Committees who will administer the CPD system (renewal of registration) through the offices of the Council.

In the foreseeable future, other professional societies and voluntary associations may apply to the SACLAP for accreditation as CPD providers (activities and programmes) according to specific criteria and guidelines.

In terms of the authority delegated to the Education Committee / Institute by the Council for the:

- approval of educational and developmental activities for CPD purposes
- review of performance by all CPD providers will be the responsibility of the Institute

The Education / Registration Committees will furnish/approve the:

- guidelines and criteria for approval
- allocation of points in consultation with the recognised voluntary associations

4. Annual submissions in respect of a 12-month period commencing on 1 January any year and ending on 31 December of the same year

Landscape architects will be required to submit documentation on the enclosed form to the Registrar annually, not later than 30 (thirty) days after completion of an annual cycle.

The number of points accumulated in respect of each category of CPD activity during the specific annual cycle will be electronically recorded and annual statements provided to advise registered landscape architects of the total number of points accruing to their credit and of their general CPD status.

5. Time Requirements

5.1 CPD will run in a 5-year cycle, during which period every landscape architect will be required to accumulate **200 points** in order to **retain registration**.

5.2 In any one year, the accumulation of points will be **25 points minimum**.

5.3 The first year of the **initial cycle** will be from 1 January 2003 to 31 December 2003 to afford the opportunity to eliminate any problems with the system that may arise during the first year of the system and accommodate international reciprocal agreements. A minimum of **12 points** have to be accumulated during this year only.

5.4 A landscape architect whose name appears on the Council's register on 1 January 2003 will be required to comply with the CPD conditions before 31 December 2007.

The points accumulated over the initial 5-year cycle will roll over to form a continuous system.

Example

YEAR	1	2	3	4	5	6	7
POINTS ACCUMULATED	25	50	30	80	50		
POINTS ACCUMULATED		50	30	80	50	25	
POINTS ACCUMULATED			30	80	50	25	25
5-YEAR ROLLING TOTALS					235 (cycle 1-5)	235 (cycle 2-6)	210 (cycle 3-7)

The 25 points minimum per year will remain as well as the 200 points minimum for each consecutive cycle. This will mean that the minimum points required per year after the initial 5-year cycle will remain the 25 points minimum *or* the sum difference between 5-year total and the points of the first year of the previous cycle deducted, *whichever is the greater*.

6.5 Landscape architects who register for the first time *after* 1 January 2003 will commence their initial cycle on 1 January 2004 and will be required to comply with the CPD conditions as per the rolling system.

Landscape architects who register during the course of any annual cycle will commence their initial cycle on 1 January *following the date of registration*.

5.6 Landscape architects who deregister and, in due course, apply for reinstatement, will be required to undergo 12 months of SACLAP-approved CPD prior to the finalisation of the re-registration process.

5.7 Successful compliance with all requirements of the Assessment of Professional Competence of the SACLAP leading to registration as a landscape architect will be deemed to have satisfied the CPD requirements for the first year (or part thereof) of a new cycle.

6. Categories of educational and developmental activities / allocation of CPD points

In any one of the three specified CPD categories over a 5-year cycle, the minimum/maximum points which may be accumulated are:

- Category 1: **80** points minimum 1 hour = 2 points
- Category 1a: 1 hour = 1 point
- Category 2: 60 points maximum 2 hours = 1 point
- Category 3: **60** points maximum 2 hours = 1 point

The prerogative for adapting sub-optimal activities downwards to an appropriate point allocation per time unit, rests with the Institute and a recommendation will be made to the Council.

Any relevant educational or developmental activity that does not fall directly within the activities listed in the following categories may be submitted to the Registrar for onward submission to the Education / Registration Committees for approval and, if this is granted, the activity will be accredited.

Category 1: appropriate activities arranged by 'outside' organisations which include, but are not restricted to attendance of formal learning opportunities:

- conferences
- congresses
- workshops
- lectures
- seminars
- refresher courses
- colloquiums
- distance learning seminars
- individual learning, e.g. skills training or short-term study at a tertiary education institution
- research reports and papers published in journals approved by the / an accredited provider
- papers read at conferences or congresses / poster presentations
- additional completed qualifications obtained, related to professional practice

Category 1a: appropriate activities arranged by 'outside' organisations, which include, but are not restricted to attendance of formal learning opportunities and have **not been** approved or registered by the Council:

- conferences
- congresses
- workshops
- lectures
- seminars
- refresher courses
- colloquiums

Category 2: small group activities, which include but are not restricted to:

- in-house skills training sessions organised by individual practices
- journal clubs
- organised, formal small-group discussions
- professional administration (committees, boards, annual general meetings where professional practice-related presentations are included on the agenda, e.g. ILASA and/or **SACLAP** committees, **IAIA**)
- participation in professional competitions

Category 3: individual activities such as:

- self-study which includes, but **is** not restricted to studying of journals or electronic or computerised material
- undergraduate teaching / training
- postgraduate teaching / supervision of research studies (treatises, dissertations, theses)
- examinations, evaluations and assessments undertaken on behalf of the / an accredited provider e.g. setting and evaluation of the Council Examination, monitoring of education standards at universities and technikons, **assessment** of professional competence (diaries, logbooks, reports, interviews), evaluation of **M** dissertations and *PhD* theses (external examination)

7. Applications for exemption of CPD activities

Individual applications by landscape architects (who maintain their good standing), with annual review, will be considered by the SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION. Following a period of exemption or deferment, any registered landscape architect who returns to the South African system will be required to submit a **resume** of professional activities during the first year of professional practice following re-entry to practice in South Africa, and a five-year CPD cycle will commence in the year following approval of the activities submitted in the **resume**. Acceptable reasons may include:

- temporary withdrawal from active professional practice
- off-shore residence or international travel for a period exceeding 12 months

8. Non-compliance

With the approval of the SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION, the Education / Registration Committees may impose any one of the following, should a registered landscape architect not comply with the requirements of the Continuing Professional Development system.

- Deregistering the landscape architect and prescribing a course of remedial action to be undertaken by the individual concerned prior to re-registration and the commencement of a new 5-year CPD cycle.
- Requiring the landscape architect to:
 - ☐ write a special examination
 - ☐ enter a remedial CPD programme which may include specific training courses
- Granting the landscape architect an extension of 1 year to the 5-year cycle, during which the individual concerned will be mentored by peers nominated by SACLAP and assisted in attaining upgraded skills. An appropriate fee will be levied.

9. Providers of Continuing Professional Development activities

Any of the following institutions or organisations

- may apply to the SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION for listing as ongoing approved providers of CPD activities.
- should submit their proposed programme/s of activities supported by the points to be credited in respect of each programme component.
- may market their programmes and points to be credited only after the Council's written approval and notice of registration has been received:
 - ☐ university / technikon faculties and departments
 - ☐ professional councils, institutes, societies or associations
 - ☐ bodies or groups offering education and development programmes or courses
 - ☐ manufacturers' organisations

10. Tax

The South African Revenue Service (SARS) supports the principle of expenses incurred by registered landscape architects in compliance with the requirements of

this Continuing Professional Development system being tax deductible. However, individual applications for tax deduction must be made to SARS.

11. Agents of the Institute of Landscape Architects of South Africa in the accreditation of activities related to Continuing Professional Development

As previously stated (*refer to 3 Administration*) other professional societies and associations may apply to the Council for accreditation as CPD providers (activities and programmes), according to specific criteria and guidelines.

Applications

- will be received and assessed by the Education Committee (SACLAP) for approval and ratification by the Council.
- should specify in detail the field/s in which the CPD activities and programmes will be provided and for which accreditation is sought.
- must be supported by full details of the representation, expertise, general infrastructure and resources available within the applicant organisation to ensure sustained excellence in the delivery of CPD activities and programmes.

Assessment by the Committee of applications will be based on the:

- professional content of the proposed activities/programmes
- points value relative to those activities and programme components

Approved programmes will be:

- registered by the Council
- allocated a registration number
- reviewed/monitored from time to time

Reciprocal Accreditation

Any of the Councils under the CBE when accrediting a CPD activity (for Category 1) may allocate a point value to the specific activity in as far as the Council deems it appropriate in terms of Continuing Professional Development for the other professions.

12. Enquiries

All correspondence and enquiries related to the Continuing Professional Development system should be addressed to:

- **SACLAP President**
P O Box 36
FOURWAYS
2055
- Telephone : (011) **462 6967**
- Fax: (011) **462 9284**
- E-mail : **Johan@newla.co.za**

CPD	SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION CPD PORTFOLIO
Please complete and return annually to: SACLAP President P O Box 36 FOURWAYS 2055	
SACLAP Number	
Surname	
First Names	
Category of Registration	

Please specify each of the CPD activities in which you participated from 1 January 20.... to 31 December 20.... Proof of **all** activities must be numbered and attached as appendices.

CATEGORY 1: ORGANISATIONAL ACTIVITIES (list all activities)		Office use only	
Type of Activity	Proof attached appendix no.	SACLAP approved	Points
TOTAL POINTS FOR THIS ACTIVITY			

CATEGORY 1a: ORGANISATIONALACTIVITIES (list all activities)		Office use only			
Type of Activity	Proof attached appendix no.	SACLAP approved	Points		
		TOTAL POINTS FOR THIS ACTIVITY			

CATEGORY 2: SMALL-GROUP ACTIVITIES (list all activities)		<i>Office use only</i>		
Type of Activity	Proof attached appendix no.	Points claimed	Points approved	
		TOTAL POINTS FOR THIS ACTIVITY		

11

FOR OFFICE USE ONLY

SUMMARY	Office use only	
	POINTS	TOTAL
CATEGORY 1: ORGANISATIONAL ACTIVITIES		
CATEGORY 1a: ORGANISATIONAL ACTIVITIES		
CATEGORY 2: SMALL-GROUP ACTIVITIES		
CATEGORY 3: INDIVIDUAL ACTIVITIES		
TOTAL POINTS FOR 20.....		

FOR OFFICE USE ONLY				
SUMMARY OF POINTS				TOTAL
CYCLE 20..... TO 20.	Category 1	Category 2	Category 3	
YEAR 1				
YEAR 2				
YEAR 3				
YEAR 4				
YEAR 5				
TOTAL				

I, the undersigned, certify that the information contained in the **CPD** Portfolio and the attached certificates is correct in all respects.

 SIGNATURE

 DATE

**CPD 2**

SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

APPLICATION FOR LISTING AS AN ONGOING PROVIDER OF CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD) ACTIVITIES

Please complete and return to:

SACLAP President**P O Box 36****FOURWAYS****2055**

ORGANISATION: Institute of Landscape Architects of South Africa

Contact person/s: Secretary – Debbie Bredenkamp

Chairman at any time – Currently - Barend Smit

P O Box 78

GROENKLOOF

0027

Tel: (012) 347-2371

Fax: (012) 347-2371

E-mail: ilasa@ilasa.co.za

Cell: not available

Please provide full details of the expertise, general infrastructure and resources available within the organisation to ensure sustained excellence in the delivery of CPD activities and programmes:

INSTITUTE OF LANDSCAPE ARCHITECTS OF SOUTH AFRICA (ILASA)

ILASA is a voluntary organisation of members within the profession of landscape architecture re-established in 1998 and incorporates the previous national Institute of Landscape Architects of South Africa (ILASA). The Institute of Landscape Architects of South Africa has two regional bodies, one in the Western Cape and one in Gauteng Provinces, but represent members countrywide.

MISSION STATEMENT

To advance the profession of landscape architecture and uphold high standards of professional services; and to represent the profession of landscape architecture in any matter which may affect the interests of the members of the Institute.

OBJECTIVES

- The representation of the profession of landscape architecture to gain visibility of the profession at national government level and within the South African society in terms of the professional role in effecting aesthetic improvement, planning for ecologically sustainable landscapes and for integrating man and nature's needs for the benefit of the total environment.
- The promotion of recognition, acceptance and understanding of the profession of landscape architecture both nationally and internationally.
- The furtherance of the dignity of the profession, high standards of conduct and professional competence and integrity.
- The application of knowledge, expertise and skills to socially uplift previously disadvantaged societies.

- The assistance in the advancement of persons through education to levels of professional competence in the field of landscape architecture.
- The support and execution of sound and sustainable ecological planning and management to contribute to the conservation of natural resources.
- The recognition and support of public involvement as a democratic right in the planning and design process.
- The acknowledgement and promotion of excellence in landscape architecture and environmental planning and management through peer review recognition.

SERVICES OFFERED BY ILASA

- A Constitution with Professional Code of Ethics and Rules of Conduct.
- ILASA Awards of Merit every second year.
- ILASA Member certificates.
- International recognition through affiliation with International Federation of Landscape Architects (IFLA)
- Affiliation with Institute of affiliated professions
- Affiliation with Industries related to Landscape Architecture
- Involvement in identification of work at SACLAP and Council for the Built Environment (CBE)
- Advising on Fee Schedules for all members of the Landscape Architectural profession.
- Informative project visits
- Informative lectures
- Urgent communication via weekly news flash
- Bi-monthly communication via news letter
- Assistance with advertisement of available positions
- Marketing initiatives on behalf of Landscape Architecture
- Friendly and helpful administration staff and Committee
- Participation in monitoring of the standards of education
- Monitoring of miss-use of term Landscape Architect by non-registered persons
- Introduction of new product on the market
- Access to ILASA web-page and links to other web-pages
- Exposure to local and international competitions
- Services to students include all services to members, introduction to members of the profession, networking with members at various levels, assistance with advertising of employment.

MEMBERSHIP, FEES AND COLLABORATION IN ILASA

- Professional Membership: Any person registered with the SACLAP as a Professional Landscape Architect.
- Graduate Membership: Any person holding a degree in Landscape Architecture.
- Associate Membership: Any person who is committed to the advancement of the profession of landscape architecture.
- Student Membership: Any person studying in the field of landscape architecture at any tertiary education institution.
- Fellow membership: any Professional or Graduate Member on whom the honour of life membership has been conferred by the NEC for the outstanding service he/she has rendered to advancement of Landscape Architecture and/or the Institute.
- Honorary Membership: any person who is not eligible for full membership but who is a person of distinction whom the NEC so elects.

RESOURCES AVAILABLE

- Part time secretary with computer equipment as required for an office.
- Internet connection at the secretary with email and Internet access.
- National Executive Committee that is elected by the voting members of the Institute in each regional body, to manage the Institute.
- Management Committee that are the office bearers tasked with the day-to-day running of the Institute.
- Bi-monthly newsletter that is used for advertising of any events or information that must be conveyed to the membership.
- Distribution list comprised of both e-mail addresses and snail mail addresses.

I,

hereby confirm that the above information is true and correct and that I have the authority to represent

..... in this matter.

Signed:

Date:

Place:

FOR OFFICE USE:

SACLAP approval reference:

Date approved by SACLAP:

Date for review and monitoring:

Signed by:

for SACLAP

Date:

**CPD3****SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE
ARCHITECTURAL PROFESSION****APPLICATION FOR REGISTRATION OF CPD COURSES / ACTIVITIES**

Please complete and return to:

SACLAP President**P O Box 36****FOURWAYS****2055**

ORGANISATION:

Contact person/s:

Tel:

Fax:

E-mail:

Cell:

Please list courses/activities for which accreditation are sought. Specify the field in which the **CPD** course/activities and programmes will be provided (e.g. planning, environmental analysis, legal, etc.):

Please provide full details of the course/ activity content, duration, 'certification (if applicable) and entrance/registration requirements. Details of presenter/s qualifications/expertise must be included:

I,

hereby confirm that the above information is true and correct and that I have the authority to represent

..... in this matter.

Signed:

Date:

Place:

FOR OFFICE USE:

Registration no.:

Date approved/ accreditation granted by **SACLAP**:

Date for review and monitoring:

Signed by:

for **SACLAP**

Date:



SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

DRAFT FRAMEWORK FOR THE REQUIREMENTS FOR RECOGNITION OF VOLUNTARY ASSOCIATIONS IN TERMS OF THE LANDSCAPE ARCHITECTURAL PROFESSIONS ACT, 2000 (ACT NO. 45 OF 2000)

1. BACKGROUND

- a) In terms of Section 25 of LAPA, any voluntary association may apply to the council to be recognised as such. The council may, if the Voluntary Association (VA) complies with the requirements determined in terms of Section 14(d), recognise that association and issue it with a certificate of recognition.
- b) A certificate of recognition is valid for a period of five years from the date of issue. A Voluntary Association must display its certificate of recognition in a prominent place at its head office.
- c) The recognition of a VA lapses if-
 - i. the association no longer complies with requirements contemplated in section 14(d); or
 - ii. at the expiry of the five-year period referred to in subsection (4).
- d) VA must, at least three months prior to the expiry of its recognition, apply in the prescribed manner to the council for the renewal thereof.
- e) VA whose recognition has lapsed must, within 30 days from the date on which it is so directed in writing by the council, return its certificate of recognition.

2. FRAMEWORK OF REQUIREMENTS IN TERMS OF SECTION 14(d)

- a) VA must thus comply with the following requirements in order to be recognised as such by SACLAP.
- b) It has to be involved in the following categories of activities within the 'landscape architectural' field:
 - (i) Planning;
 - (ii) Design;

- (iii) Implementation; or
- (iv) Operation and Management, and

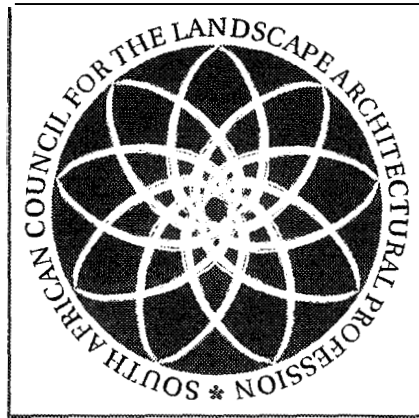
within these categories perform the following **activities** including:

- Environmental Planning;
- Urban Planning and Design;
- Ecological Site Planning;
- Park and Recreation Planning;
- Landscape Design;
- Irrigation Design;
- Amenity Horticulture;
- Plant Propagation;
- Golf Course Design;
- Interior Landscaping;
- Construction Management;
- Environmental Management;
- Rehabilitation;
- Turf Management;
- Tourism Planning and Management; or
- Recreation Planning and Management, and

be practised by *inter alia*:

- Architects;
- Engineers;
- Enviro Planners;
- Geographers;
- Horticulturists;
- Landscape Architects;
- Landscapers;
- Nurserymen; or
- Town and Regional Planners.

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**SOUTH AFRICAN COUNCIL FOR THE
LANDSCAPE ARCHITECTURAL PROFESSION**

Client/ Landscape Architect Agreement

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**1 of 1****INTRODUCTION**

This introduction does not form part of the SACLAP Client/Landscape Architect agreement for landscape design services. The purpose of this introduction is to inform the parties on the intent and use of the agreement.

This agreement is published by the South African Council for the Landscape Architectural Profession and is provided for the exclusive use of Professional Members.

This agreement sets out the standard landscape architectural services for landscape design services and the related conditions of agreement between the client and the landscape architect.

The stages set out in 2.0 Standard Design Services indicate the professional services that are common for most projects. The sequence of the stages follows the sequence of services and evolution of the typical project, however variations in the sequence and services provided and overlap of stages do occur in practice.

This agreement can be used for any related service however the signatories of this agreement must determine if this agreement complies with their specific requirements and if not, make the necessary amendments in the section provided for this purpose. The signatories should attempt to identify any Special Services to be provided by the landscape architect before signing the agreement.

This Agreement does not form part of the Client/Contractor agreement. The relationship between Client, Landscape Architect and Contractor is as defined in the Client/Contractor agreement.

The South African Council for the Landscape Architectural Profession accepts no responsibility, whatsoever, for the contents or use of this agreement.

Where the client or landscape architect is a registered company or close corporation, the signature should be authorised by the company's board of directors or members of the close corporation and a copy of the resolution should be appended to this agreement.

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CLIENT/LANDSCAPE ARCHITECT AGREEMENT**2 of 2****1.0 DEFINITIONS**

For the purpose of this Agreement the works and expressions below will mean the following:

1.1 SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

The statutory council established in terms of the Landscape Architectural Professions Act, Act 45 of 2000 and mandated to register Professional Landscape Architects, Landscape Technicians, Landscape Technologists and Landscape Assistants.

1.2 LANDSCAPE ARCHITECTS

The person or persons registered with the South African Council for the Landscape Architectural Profession.

1.3 CLIENT

The person or body, which appoints the Landscape Architects to render the services as contained in this Agreement.

1.4 CONSULTANT

Any person or persons appointed by the Client to give specialised advice.

1.5 PROJECT

The complete development of a scheme for which the Landscape Architects are appointed.

1.6 CONTRACTOR

The person, persons or body appointed by the Client to execute the work.

1.7 WORK

The scheme in the process of development up to and including completion.

1.8 LANDSCAPE CONTRACT

The contract compiled by the Landscape Architects for the execution of the work, which must be signed by the Client and the Contractor.

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**3 of 3****2.0 STANDARD LANDSCAPE DESIGN SERVICES**

The standard services with respect to the design, documentation and implementation of a landscape project for which the landscape architect is responsible are set out below. These comprise of the full standard landscape architectural design services.

2.1 STAGE 1: APPRAISAL AND DEFINING PROJECT SCOPE**STAGE 1**

2.1.1 On acceptance of appointment, the Landscape Architects must immediately do a complete investigation on the wider extent of The Project.

2.1.2 The landscape architect must, with the Client's approval:

- Analyse all available data
- Visit the site
- Consult with the Client's consultants and agents
- Indicate to the Client any additional information that is required
- Define possible guidelines for performance and action
- Arrange any special tests or investigations with the Client's approval

2.1.3 The landscape architect must advise the Client on:

- Any significant constraints or opportunities arising out of the investigation
- The various services provided by the Landscape Architect
- The necessity of the services, and appointment of other Consultants
- The necessity for a Landscape Master Plan or other form of Development Guidelines

2.2 STAGE 2: PRELIMINARY SKETCH PLANS AND COST ESTIMATES**STAGE 2**

2.2.1 Having studied the Project requirements, been advised by the consultants, prepare a design concept in broad outline showing intended spatial layout, planning relationships, aesthetic aspects, materials and services to be used.

2.2.2 The landscape architect must advise the Client on:

- Phasing of the project
- Preliminary estimates on cost in relation to the budget
- Anticipated programming of the project documentation and construction
- Compliance requirements for the regulations of any local authority

2.3 STAGE 3: SKETCH PLANS AND COST ESTIMATES**STAGE 3**

2.3.1 The Landscape Architects must develop the design concept in sufficient detail to:

- Prepare a set of Sketch Plans that define the landscape works
- Review the estimated costs in relation to the budget
- Review the design with the relevant authorities

2.4 STAGE 4: WORK DOCUMENTATION**STAGE 4**

2.4.1 Prepare, in co-ordination with consultants and specialists, construction documentation in order to execute the work as contained in the final sketch plans.

2.4.2 Submit all necessary information to relevant authorities and obtain approval.

2.4.3 Prepare a final cost estimate in relation to the budget.

2.4.4 Prepare documents to procure offers for the execution of the works.

2.5 STAGE 5: INVITING TENDERS AND SUPERVISION ON EXECUTION OF WORK**STAGE 5**

2.5.1 The Landscape Architects must obtain tenders for the Landscape Work and advise the Client regarding the appointment of a specific Tenderer.

2.5.2 Prepare and arrange the signing of contract documentation.

2.5.3 Administer and perform the duties assigned to the landscape architect in the landscape contract.

2.5.4 Provide the Client with copies of drawings of service installations and landscape work, 'AS BUILT' plans, together with technical data and guarantees from suppliers and relevant instructions/guidelines with regard to the maintenance of all individual items.

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**4 of 4****3.0 SPECIAL SERVICES**

Special services may be performed separately or as part of the Landscape Architects' Standard Services or may be done in co-operation with other Consultants. Special Services are compensated in terms of time basis except where otherwise determined or agreed.

3.1 LANDSCAPE MASTER PLAN OR OTHER FORM OF DEVELOPMENT GUIDELINES**MASTER PLAN /
DEVELOPMENT
GUIDELINES**

3.1.1 The landscape architect must, with the Client's approval:

- Analyse all the natural and man-made characteristics of the site
- Determine the needs of the Client with regard to utilisation of the site
- Prepare a Landscape Master plan.

3.1.2 The Master plan will be compiled in order to exercise control over a project, which will be developed over a long period of time and will contain information with regard to:

- Zoning for use
- Traffic and pedestrian circulation on the site
- Placing of future buildings
- Schematic plant and soil shapes in the landscape
- Indicate suitable areas for facilities such as active and passive recreation, conservation and other functional as well as non-functional use.
- Indicate phasing or subdivisions and development priority areas.

3.1.3 The Master plan should be accompanied by a written report setting out the considerations for planning with regard to development priorities.

3.1.4 A Development Guideline report should accompany the Master Plan report for large projects that are intended for development over a number of years or divided up for further development as separate projects by others.

3.2 SPECIAL STUDIES AND DESIGNS**SPECIAL STUDIES
AND DESIGNS**

The services listed below are not normally included in the standard design services described in 2.0 and require special additional work. The services are indicative only:

3.2.1 The preparation of the client's brief and/or the drawing up thereof

3.2.2 The preparation of a Landscape Policy or Design Guidelines.

3.2.3 Site selection, survey and location

3.2.4 Environmental

3.2.5 Energy conservation

3.2.6 Economic feasibility

3.2.7 Market surveys

3.2.8 Traffic

3.2.9 Town planning, urban design

3.2.10 Master site planning of future buildings related to the current works

3.2.11 Design frameworks

3.2.12 Promotional material

3.2.13 Art work and graphics

3.2.14 Purpose-made items

3.2.15 Design and intensive work regarding the selection and suitability of detached garden furniture, ornaments, accessories, and special finishes or fixtures, supervision on the installation thereof and the preparation of illustrative or presentation material thereof.

3.2.16 Plant/equipment procurement, operational and production layouts

3.3 ADMINISTRATION**ADMINISTRATION**

3.3.1 Co-ordination of project where more than one contract, be it civil or other, is simultaneously executed on the same site.

3.3.2 Extensive visits to or meetings at the site.

3.3.3 Permanent or partial supervision by the Landscape Architects or their representative.

3.3.4 To take care of the administration of the contract.

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**5 of 5****3.4 ADVISORY****ADVISORY**

Advisory Landscape Planning Services with regard to items which are not specifically covered by the Standard Services and which can be rendered on written request by the Client, including but not limited to:

- 3.4.1** To negotiate with developers, local authorities or other persons with regard to landscape projects on behalf of the Client
- 3.4.2** To undertake local or overseas research projects
- 3.4.3** To build scale-models or digital models of projects
- 3.4.4** To visit nurseries for the selection of suitable plant material
- 3.4.5** To undertake topographical surveys for preliminary planning which will not be for official use
- 3.4.6** To undertake site surveys for detail planning
- 3.4.7** To support the Client in preparation of his requirements with regard to The Project
- 3.4.8** To prepare feasibility reports for a project
- 3.4.9** To advise or support in litigation or arbitration.
- 3.4.10** To prepare brochures or other publicity material for the promotion of a project
- 3.4.11** To prepare documentation for the purpose of demolishing
- 3.4.12** To give advice or prepare documents with regard to changes made to completed work
- 3.4.13** To attend and participate in regular design co-ordination or planning meetings over a building project period that noticeably exceeds the design and implementation period for the landscape works.
- 3.4.14** To prepare surveying work and documentation for restoration of works where work is destroyed during construction as a result of causes outside the control of the Landscape Architects.

3.5 SUPPLEMENTARY OR REVISED DOCUMENTATION**SUPPLEMENTARY
OR
REVISED
DOCUMENTATION**

- 3.5.1** Preparation of supplementary or revised documentation as a result of the demands of The Project which appear after receipt of the Client's instructions to proceed and after the Landscape Architects' work has already commenced.

3.6 CONTINUOUS LANDSCAPE ARCHITECT SERVICES**CONTINUOUS
LANDSCAPE
ARCHITECT
SERVICES**

- 3.6.1** The Client may, after completion of The Project, decide to appoint the Landscape Architects for a further period of time to, if necessary, advise the Client with regard to changes to the work already executed and to control the maintenance thereof.

3.7 OTHER SERVICES**OTHER SERVICES**

- 3.7.1** Preparation of guidelines, monitoring or auditing of maintenance of the work completed.
- 3.7.2** Attending and participating in special work sessions or meetings with regard to particular aspects of the project.
- 3.7.3** Mutually agreed additional services.

CLIENTLANDSCAPE ARCHITECT AGREEMENT**6 of 6****4.0 RESPONSIBILITIES AND RELATED CONDITIONS****5.0****4.1 CLIENT'S REQUIREMENTS****CLIENT'S REQUIREMENTS**

4.1.1 The Client must give his instructions timeously to the Landscape Architects as well as appropriate information, decisions and instructions in order to ensure orderly and speedy execution of the work.

4.1.2 In case of a change to the client's requirements, which is likely to vary the cost of the works, time schedule or professional fees, the landscape architect shall promptly inform him thereof and confirm his agreement to any additional fees and supplementary services that may be required

4.2 SITE DEFINITION AND CONSTRAINTS**SITE DEFINITION AND CONSTRAINTS**

4.2.1 The Client must provide a drawing(s), documents which must contain the following information, satisfactory surveys of the terrain containing inter alia the following information. Boundaries, contours, street slope and routes, sidewalks, neighbouring terrains, rights of way, servitudes, limitations or terms of lease, removal of restrictions, boundary violations by development, zoning, title deed restrictions, location diagrammes, dimensions and complete data with regard to existing situations and development, future developments, improvements, public and private services – elevated as well as underground, and in general everything which is necessary to compile the plans.

4.3 LIMITS TO THE LANDSCAPE ARCHITECT'S RESPONSIBILITY**LIMITS TO THE LANDSCAPE ARCHITECT'S RESPONSIBILITY****4.3.1 Budgets, estimates and offers**

The work must be exercised with a certain measure of diligence and activity as is usually done by Landscape Architects during the practice of their profession and the landscape architect endeavours to comply with the approved budget but cannot guarantee that offers for the execution of the works will not exceed the estimated cost of the works. If the lowest tender exceeds the final cost estimate with more than 15 percent, the Client may instruct the Landscape Architects to make changes in the extent and/or quality of the to reduce the offer amount. All changes to documentation, which may arise from such an instruction, will be done at the cost of the Landscape Architects except where higher tender prices are ascribable to unforeseen increases beyond the control of the Landscape Architects. Despite the foregoing the landscape architect shall not be deemed to be in breach of this agreement should the lowest bona fide offer not exceed the approved budget by more than 15 percent

4.3.2 Material Deficiency

The Landscape Architects will not be held responsible for any deficiency in materials or craftsmanship which does not meet the requirements of manufacturers, producers and contractors and what they warrant it to have.

4.3.3 Specialist Consultants

The landscape architect shall not be responsible for the production of the design solution or liable for performance of where the design of the whole or part of the work is undertaken by the client's agents or consultants. Appointment and liability for fees due to such specialist consultants are the responsibility of the Client. The Landscape Architects will only be responsible for the guidance and co-ordination of the work undertaken by these consultants where the work encroaches on that of the landscape architect. The Specialist Consultants will be responsible for the detailed design and accompanying services consigned to them. Where design services are rendered by the Contractor as part of his Agreement with the Client, the Contractor will take full responsibility for his service, be it for the design, negligence, mistakes or omissions thereof or for any consequences which may arise from this.

4.3.4 Client/Contractor Agreement

Each Contractor, together with his sub-contractors, is directly responsible to the client for proper performance of work in terms of their Agreement. The Landscape Architects cannot be held responsible for any delays, deficiencies or default on the part of the Contractor. The Landscape Architects in good faith recommend Contractors for the execution of Contracts and cannot be held responsible for the Contractor's methods of operation, techniques, sequence or procedure.

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**4.3.5 Shop Drawings and samples**

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

4.3.6 Time limit to Landscape Architect's Responsibility

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

4.4 DIVERGENCE AND CHANGES

4.4.1 The Landscape Architects may not diverge from the Client's instructions, and shall not make any essential changes, additions or omissions to the approved design in excess of the approved amount specified in the articles of agreement, without the Client's approval except in the case of an emergency arising from the execution of the work. The Landscape Architects will, as soon as possible, notify the Client of the steps taken.

DIVERGENCE AND CHANGES**4.5 NON-TRANSFERABILITY**

4.5.1 Neither party shall assign, sublet or transfer its interest in this agreement without the written consent of the other, which consent shall not unreasonably be withheld.

4.5.2 The Landscape Architects may, however, change the structure or status of the firm without the Deed of Agreement being influenced.

NON-TRANSFERABILITY**4.6 PREVENTION OF PERFORMANCE**

4.6.1 Should either the client or landscape architect be prevented by a cause beyond his control from performing his obligations in terms of this agreement, it may be terminated without prejudice to the accrued rights of either party against the other

PREVENTION OF PERFORMANCE**4.7 OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

4.7.1 All instruments of professional service prepared by the Landscape Architects, including, but not limited to, drawings and specifications, with regard to The Project, are copyright and remain the property of the Landscape Architects and may only be applied to this agreement. The Client has the right of use of the documents for the sole purpose of this agreement.

OWNERSHIP OF DOCUMENTS AND COPYRIGHT**4.8 INSTRUCTIONS TO THE CONTRACTOR**

4.8.1 Where the landscape architect is appointed as sole or principal agent, he shall have the sole authority to issue instructions to the contractor in terms of the landscape contract.

INSTRUCTIONS TO THE CONTRACTOR**4.9 INSTRUCTIONS TO CONSULTANTS**

4.9.1 Where the landscape architect is appointed as sole or principal agent, instructions to the consultants and agents shall only be given through the landscape architect.

INSTRUCTIONS TO THE CONSULTANTS

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**8 of 8****5.0 FEES FOR STANDARD LANDSCAPE DESIGN SERVICES****6.0**

The Landscape Architects' professional fee shall be calculated on a percentage of the cost of The Project that in turn shall be calculated in terms of clause 11.3 and shall be subject to modification in terms of clause 4.3.1.

5.1 FEE FOR FULL SERVICES**FEE FOR FULL SERVICES**

5.1.1 The fee is calculated according to the table and the sliding scale in Appendix 1. The tariffs prescribed shall be applicable to a new appointment and shall remain in force during the currency of the appointment or phases or subdivisions thereof.

5.2 FEE FOR PARTIAL STANDARD SERVICES**FEE FOR PARTIAL STANDARD SERVICES**

5.2.1 Where a landscape architect is appointed to render a partial standard service only, his fee, subject to clause 5.2.2, shall be the percentage relevant to each work stage based on the cost of the project and calculated according to Appendix 1, unless otherwise agreed.

5.2.2 Where a landscape architect is appointed to take over work from another person previously commissioned for such work at any stage after stage one has been completed, the fee for the first subsequent stage shall be increased by 15 per cent unless otherwise agreed.

5.3 APPORTIONMENT OF WORK BETWEEN WORK STAGES**APPORTIONMENT OF WORK BETWEEN WORK STAGES**

5.3.1 The portion of the fees applicable to each work stage shall be according to the table below:

5.3.2 Work stages may be reallocated by agreement.

Work Stages	Proportion of fee for Work Stages 1 to 5	Cumulative Total
1	5%	5%
2	15%	20%
3	15%	35%
4	30%	65%
5	35%	100%

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**9 of 9****6.0 FEES FOR SPECIAL SERVICES****6.1 SPECIAL SERVICES****SPECIAL SERVICES**

- 6.1.1** Special Services are compensated in terms of time basis except where otherwise determined or agreed. Where Special Services are rendered and additional professional fees are involved, the Client must agree in writing prior to the service being rendered. The fee is calculated on hourly rates according to Appendix 3. Where a time-based fee is selected, the current rates shall apply: Provided that whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision

6.2 LANDSCAPE ARCHITECT'S SITE REPRESENTATIVE**LANDSCAPE ARCHITECT'S SITE REPRESENTATIVE**

- 6.2.1** Where permanent or partial supervision by the Landscape Architects or their representative is required and an employee of the landscape architect is seconded for extended inspection in terms of clause 3.3.3, the amount of the reimbursement shall be the total cost of employment plus 30 per cent.

6.3 EXTENDED CONSTRUCTION PERIOD**EXTENDED CONSTRUCTION PERIOD**

- 6.3.1** In the event that the building construction period is exceeded by more than 10 per cent due to no fault of the landscape architect, he is to be remunerated for his services for all additional work under work stage 5 at the hourly rates set out in clause Appendix 3 provided that such services are not covered by any other additional fees

CLIENTLANDSCAPE ARCHITECT AGREEMENT**10 of 10****7.0 FEES ON TERMINATION, SUSPENSION OR DEFERMENT****7.0**

7.1 Should the whole or any part of the project be terminated, suspended or deferred at any work stage, the landscape architect's fee shall be:

**UPON
TERMINATION**

7.1.1 For each completed work stage, the fee calculated according to clause 5.3.

7.1.2 For each interrupted work stage the fee calculated according to clause 5.3 prorated to the work done.

7.1.3 Where the termination, suspension or deferment of the project is not directly attributable to the landscape architect, a surcharge of 10 per cent of the fee determined in clauses 7.1.1 and 7.1.2 shall apply.

7.2 Should the project be reinstated or resumed without significant change within one year from the date of de facto deferment, the fee paid according to the provisions of clause 7.0 disregarding any surcharge under clause 7.1.3, shall be considered to be partial payment of the fee calculated on the cost of the project.

**RESUMED WITHIN
A YEAR**

7.3 Should the project be reinstated after a year, the project shall be considered a new commission and fees shall be negotiated.

**RESUMED AFTER
A YEAR**

7.4 Should additional services by the landscape architect be required in connection with the resumption of the deferred project, fees shall be charged for such additional services on a time basis determined according to Appendix 3.

**ADDITIONAL
SERVICES
REQUIRED**

7.5 The project, or any part thereof, shall be considered as having been terminated where:

TERMINATION

7.5.1 The client so instructs the architect in writing.

7.5.2 Deferred for longer than one year.

7.5.3 Instructions necessary for the landscape architect to continue work on the project are not received from the client within 3 months after such instructions are requested by the landscape architect in writing.

CLIENTLANDSCAPE ARCHITECT AGREEMENT**11 of 11****8.0 DISBURSEMENTS AND TRAVEL EXPENSES****8.0**

8.1 In addition to the fees payable, in terms of this agreement, the client shall reimburse the landscape architect for all reasonable disbursements properly incurred. The expenses contemplated may include the following:

DISBURSEMENTS

8.1.1 Printing, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchase costs of documents excluding internal usage by the architect.

8.1.2 Hotel, subsistence and travelling expenses, including kilometre allowances at current Automobile Association rates or as set down by a government institution where the landscape architects are appointed by them, for vehicle usage and other similar disbursements.

8.1.3 All payments made by the landscape architect, including fees and other charges for specialised professional and other services which the landscape architect has incurred on behalf of the client.

8.1.4 Telephonic, electronic and facsimile communication, special postage and courier deliveries.

8.1.5 Any other disbursements that may be agreed by the client

8.1.6 Disbursements incurred by tender advertisement, clerk of works, advertisements, municipal approvals, etc.

8.1.7 Disbursements as a result of chemical and other tests.

8.1.8 Printing and binding of reports and documents.

8.1.9 Air tickets

8.2 Travelling time shall be payable at the hourly rates set out in Appendix 3 where payment of the landscape architect's fees is made on:

TRAVELLING TIME

8.2.1 A percentage basis and provided that the round trip distance between the destination and the landscape architect's place of practice exceeds 50 kilometres

8.2.2 A time basis at the full rate provided that travelling time outside normal working hours shall be at half the rate unless otherwise agreed by the client

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**12 of 12****9.0 PAYMENT OF FEES AND DISBURSEMENTS****10.0**

9.1 The landscape architect shall be entitled to render interim accounts on a monthly basis which are payable on presentation of an invoice.

**INTERVAL
ACCOUNTS**

9.2 Accounts shall be based on an assessment by the architect of the professional services rendered to date. The aggregate of the interim claims is not to exceed the total fee payable.

**LANDSCAPE
ARCHITECT TO
DETERMINE**

9.3 Fee and disbursement accounts may be billed separately.

**SEPARATE
ACCOUNTS**

9.4 Fee accounts shall show:

ACCOUNT FORM

9.4.1 The anticipated or agreed total fee differentiating between the various categories of fees.

9.4.2 The fees applicable to each work stage, supplementary service or other allocations.

9.4.3 The aggregate fees claimed to date.

9.4.4 The aggregate payments received to date.

9.5 Payment of each of the landscape architect's accounts shall be payable at the address of the architect as stated in clause 11.0.

ADDRESS

9.6 Should the client allege a claim against the landscape architect, a contractor or any other party involved in the project, such a claim must be taken care of in its own right. The client may not on the basis thereof retain payment or part thereof, which is due to the landscape architect.

**CLAIMS TO BE
SEPARATE**

9.7 Upon suspension, deferment or termination of the project the landscape architect shall be paid in full all outstanding fees and disbursements.

**UPON
SUSPENSION**

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**13 of 13****10.0 GENERAL****10.1 SUSPENSION OR DEFERMENT****SUSPENSION OR DEFERMENT**

- 10.1.1** The client may at anytime require that work on the project be suspended or deferred. The landscape architect shall not be precluded from recovering any damages he may sustain due to the suspension or deferment of the project.

10.2 DISAGREEMENT**DISAGREEMENT**

- 10.2.1** Should any disagreement arise either party may declare a dispute by notice to the other party. The parties may resolve the dispute by mediation, failing which it shall be referred to arbitration. The architect shall select an arbitrator from a list of 3 persons nominated by the Association of Arbitrators at the request of either party. The arbitration shall be conducted according to the latest edition of the "Rules for the Conduct of Arbitrators" published by the Association of Arbitrators.

10.3 TERMINATION**TERMINATION**

- 10.3.1** This agreement may be terminated by either party on the expiry of fourteen (14) days notice to the other party. Within thirty (30) days of payment of the fees and disbursements due in terms of clause 9.7, the landscape architect shall provide copies of documents and other items which, in his opinion, are relevant to the project. The client shall reimburse this disbursement.

10.4 WHOLE AGREEMENT**WHOLE AGREEMENT**

- 10.4.1** This agreement, including any annexures hereto, is the whole of the contract between the parties and no variation hereof shall have any effect unless reduced to writing and signed by both parties. The validity of clause 10.3 shall not be affected by the termination of this agreement.

10.5 LAW OF THIS AGREEMENT**LAW OF THIS AGREEMENT**

- 10.5.1** The only law applicable to this agreement is the law of the Republic of South Africa.

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**14 of 14****11.0 ARTICLES OF AGREEMENT****11.1 CONTRACTING PARTIES**

The agreement is hereby entered into between:

Client _____ Landscape Architect _____

of _____ of _____

11.2 THE PROJECT

The client wishes to carry out a project comprising

(An optional Schedule of Services to be Rendered and Compensation is included in Appendix 4 to define the project)

situated at _____

DEFINED SERVICES

The services to be provided by the landscape architect are:

(An optional Schedule of Services to be Rendered and Compensation is included in Appendix 4 to define the services to be provided)

11.3 BUDGET

The budget for the project comprises the estimated values of:

(A)	The Works	Total for the works (A)	R _____
(B)	Total of all provisional sums		R _____
	Other elements(not included in the works)		R _____
		Subtotal (B)	R _____
		Cost of project for fee purposes (A + B)	R _____
(C)	Allowances		
	Total for professional fees		R _____
	Disbursements		R _____
	Contingency		R _____
	Escalation		R _____
		Subtotal (C)	R _____
		SUBTOTAL (A + B + C)	R _____
		VAT at 14%	R _____
	TOTAL BUDGET		R _____

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**15 of 15****11.4 SPECIAL NOTES**

The following further special requirements are noted:

11.5 FEES

It is recorded that the landscape architects fees for rendering his professional services on this project shall be according to Appendices _____ dated _____ or as set out below:

11.6 MATERIAL ALTERATION

The value of a material alteration in terms of clause 4.4 shall not exceed the sum of:

R _____

11.7 SIGNATURE OF THE CONTRACTING PARTIES

The client appoints the landscape architect who accepts the appointment as the principal agent to carry out the defined services for the project on the conditions and for the fees and disbursements according to this clause 12 of the agreement,

Thus done and signed

At _____

On _____

Witness

For and on behalf of the client who by signature hereto warrants authorisation

Thus done and signed

At _____

On _____

Witness

For and on behalf of the landscape architect who by signature hereto warrants authorisation

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**16 of 16****APPENDIX I: COST BASED PROFESSIONAL FEES**

APPENDIX I
EFFECTIVE
2004.05.28

SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION
TARIFF SCALE OF FEES 2004-05-28

All values are exclusive of VAT and as a basis for Fee calculation

X : Amount / 100 000 (e.g. 1 000 000 = 10)

C : Coefficient (See list, e.g. C₁)

Categories	Air strips and airport landscapes	C ₁	17.3400000000
	Golf courses	C ₂	-1.2400400000
	Industrial townships	C ₃	0.1267419000
	Landscape restoration and conservation	C ₄	-0.0071206600
	Low intensity estate planning	C ₅	0.0001960884
	Mining operations	C ₆	-0.00000208039
	Nature and game park camps		
	Parking areas		
	Roads and highways		
	Sports fields with services		
	Urban and rural parks and recreation areas		
	Cemeteries		
	Church grounds		
	College and university campuses		
	Courtyards		
	Farmyards		
	High intensity estate planning		
	Hospitals		
	Hotel sites		
	House gardens		
	Housing schemes		
	Industrial and commercial sites		
	Marinas		
	Motels		
	Office parks		
	Playgrounds		
	Public buildings		
	Recreation and holiday resorts, caravan parks, chalet terrains		
	Schools		
	Shopping centres		
	Show grounds		
	Camping areas		
	Sports fields without services		
	Townships		
	Wilderness recreation		

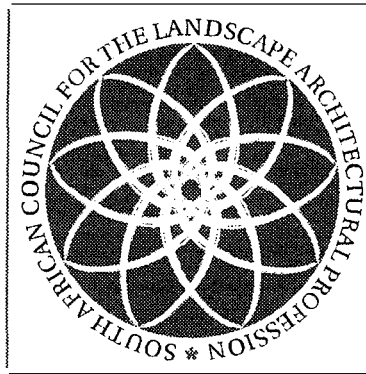
FORMULA

$$C_1 + (C_2 \cdot X) + (C_3 \cdot X^2) + (C_4 \cdot X^3) + (C_5 \cdot X^4)$$

I	AMOUNT X	PERCENTAGE Y
1	400 000	14.000
2	600 000	13.160
3	800 000	12.620
4	1 000 000	12.250
5	1 200 000	11.950
6	1 400 000	11.700
7	1 600 000	11.450
8	1 800 000	11.210
9	2 000 000	10.990
10	2 200 000	10.790
11	2 400 000	10.640
12	2 600 000	10.510
13	2 800 000	10.390
14	3 000 000	10.230
15	3 200 000	9.920
16	3 400 000	9.920
17	3 600 000	9.920
18	3 800 000	9.920
19	4 000 000	9.920
20	4 200 000	9.920

CLIENT/LANDSCAPE ARCHITECT AGREEMENT**17 of 17**

APPENDIX 2: TIME BASED FEE	APPENDIX 2 EFFECTIVE 2003.01.01
Where a time based fee is selected, the rates below shall apply: Provided that whenever these rates are revised, the new rates shall apply to work performed after the date of publication of such revision.	
RATES	
Principal or partner in a partnership, director of a company or member of a close corporation who bears the risks of the practice and takes full responsibility for the liabilities of such practice: Principals with more than 10 years experience: R 675 per hour Principals with less than 10 years experience: R 535 per hour	PRINCIPALS OR PARTNERS
Associates and Managers: R 480 per hour or 17.5 percent of each R100.00 or part thereof of total annual cost of employment.	ASSOCIATES
Staff performing work of a landscape architectural nature and carry direct responsibility for one or more specific activities related to a project R 411 per hour or 15 percent of each R100.00 or part thereof of total annual cost of employment.	LANDSCAPE ARCHITECTS
Other staff performing work of a landscape architectural nature under direction and control. R 320 per hour or 12.5 percent of each R100.00 or part thereof of total annual cost of employment.	
Should a principal or partner perform work of a landscape architectural nature at this level, the rate per hour shall be equivalent to that determined for staff employed in this category.	
The hourly rates referred to above shall be deemed to include establishment charges and charges for time expended by clerical staff and are exclusive of VAT.	



**SOUTH AFRICAN COUNCIL FOR THE
LANDSCAPE ARCHITECTURAL PROFESSION**

CODE OF PROFESSIONAL CONDUCT

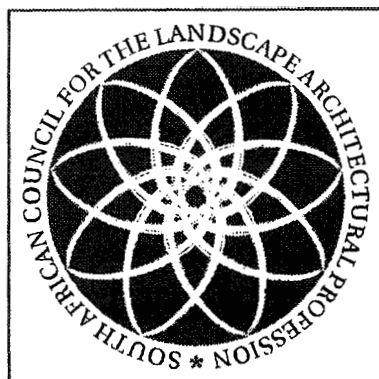
CODE OF PROFESSIONAL CONDUCT

Every Landscape Architect registered with the South African Council for the Landscape Architectural Profession (SACLAP) is bound by the Code of Professional Practice and Scale of Fees and this Code of Professional Conduct.

A Landscape Architect shall conduct himself/herself in such a manner as will not prejudice the objectives of SACLAP as set out as follows:

“The purposes of SACLAP are the creation and upholding of a high standard of professional services and qualifications; and the upholding of a code of professional conduct.”

- 1) Landscape Architects will neither accept commissions nor condone situations, which are inconsistent with their professional status or harmful to the reputation of SACLAP. Registered Landscape Architects employed by, or appointed to control the professional work of a public or private undertaking shall ensure that the business of such undertaking insofar as it relates to landscape architectural work is conducted in accordance with this Code and the Code of Practice of SACLAP.
- 2) Landscape Architects are remunerated by salary or by professional fees and charges in accordance with the published Code of Professional Practice and Scale of Fees of **SACLAP** and are debarred from any other source of remuneration in connection with the duties they undertake.
- 3) A Landscape Architect may not enter into any interest or connection likely to raise doubts as to his/her professional integrity. In particular he or she must not give nor receive inducements or favours pecuniary or otherwise, which might be taken to have influenced his/her professional judgement.
- 4) **No** Landscape Architect shall attempt to supplant another Landscape Architect. **A** Landscape Architect on being approached to proceed with professional work on which to his or her knowledge another Landscape Architect has been employed shall notify the fact to that Landscape Architect.
- 5) Landscape Architects shall not be allowed to practice in partnership or in any other direct association with any person who is suspended, expelled or otherwise disqualified from registration with SACLAP or who engages in any prohibited activity as described in this Code.
- 6) It is obligatory on Landscape Architects to advise their clients in advance of the pertinent clause of the Code of Practice and Scale of Fees which are relevant to the envisaged commission.
- 7) Only Landscape Architects registered with SACLAP may assume the designation of landscape architect and undertake professional landscape architectural services.
- 8) Disputes between Landscape Architects relating to professional landscape architectural work must be referred to SACLAP for arbitration.



**SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL
PROFESSION**

CODE OF ETHICS

1. PREFACE

1.1 Definition

Landscape architecture is hereby described as the science, technique and art of ecological, functional and aesthetic planning and design of exterior and open spaces for human use and enjoyment and for environmental conservation and rehabilitation.

1.2 Code of Ethics

The code of ethics is given below.

- 1.2.1 Registered Professionals shall carry out their professional activities, as far as possible, in accordance with emerging principles of sustainable development and the highest standards of environmental protection and in compliance with relevant legislation, including but not restricted to the Landscape Architectural Professions Act, National Environmental Management Act, Environmental Conservation Act, National Environmental Management Act and the Mineral and Energy Act.
- 1.2.2 Registered Professionals shall at all times place the integrity of the Profession and the principles of the South African Council for the Landscape Architectural Profession, above any commitment to sectional or private interests.
- 1.2.3 Registered Professionals shall promote the incorporation of environmental and landscape design considerations from the earliest stages of project design or policy development.
- 1.2.4 Registered Professionals shall not conduct professional activities in a manner involving dishonesty, fraud, deceit, misrepresentation or bias.
- 1.2.5 Registered Professionals shall not advertise or present their services in a self-laudatory manner or in a manner that is derogatory to the dignity of the profession or in a manner that may bring discredit to the profession.
- 1.2.6 Registered Professionals shall, to the best of their ability, keep informed of advances in Landscape Architectural and Environmental Assessment practice, and must integrate such knowledge into their professional activities.
- 1.2.7 Registered Professionals shall inform a prospective client or employer of any professional or personal interests which may impair the objectivity of his/her work.
- 1.2.8 Registered Professionals shall not ~~seek~~ employment, grants or gain, or attempt to injure the reputation or opportunities for employment of another Landscape Architect by false, biased or undocumented claims or accusations, by any other malicious action, or by ~~offers~~ of gifts or favours.
- 1.2.9 Registered Professionals shall, to the best of their ability, use the best available information.
- 1.2.10 Registered Professionals must only undertake particular work in a position of responsible charge where they have the relevant expertise and experience to undertake that work competently.
- 1.2.11 Registered Professionals shall not misrepresent or allow or permit misrepresentation of their own or their associates' academic or professional qualifications nor exaggerate their degree of responsibility for any work of a professional nature.
- 1.2.12 Registered Professionals shall comply with the objectives and the rules of the South African Council for the Landscape Architectural Profession, and all clauses of the Landscape Architectural Professions Act.