

Town Planners Scale of Minimum Fees (SoF) 2022 approved by LPBM on 22th November 2022



**LEMBAGA PERANCANG BANDAR MALAYSIA
(BOARD OF TOWN PLANNERS MALAYSIA)**

TOWN PLANNERS SCALE OF MINIMUM FEES (SoF) 2022

TOWN PLANNERS SCALE OF MINIMUM FEES (SoF) 2022

ARRANGEMENT

PART I PRELIMINARY

1. Citation and Commencement
2. Interpretation
3. Payment of Fees
4. Cost of Works
5. Multiplier

PART II TOWN PLANNING CONSULTANCY SERVICES

6. Types of Services
7. Basic Services for Preparation of Development Plans
8. Basic Services for Planning Permission for Material Change in Use and Intensity of Land and Building
9. Basic Services for Planning Permission in Respect of Other Development
10. Supplementary Services
11. Additional Services
12. Appointment of Specialist Consultants

PART III SCALE OF MINIMUM FEES

13. Fees for Basic Services for Preparation of Development Plans
14. Fees for Basic Services for Planning Permission for Material Change in Use and Intensity of Land and Building
15. Fees for Basic Services for Planning Permission in Respect of Other Development
16. Fees for Supplementary Services
17. Fees for Additional Services
18. Fees for Appointment of Specialist Consultants to Work in Collaboration with Town Planning Consultancy Practice
19. Withholding of Payment

PART IV OTHER PAYMENTS

20. Reimbursable
21. Payment Following Termination or Suspension by Client

APPENDIX

22. Appendix I - Sample of Memorandum of Agreement (MoA)
23. Appendix II – Sample of Letter of Practical Completion (LPC)
24. Appendix III – Sample of Letter of Release (LoR)

TOWN PLANNERS SCALE OF MINIMUM FEES (SoF) 2022

In exercise of the powers conferred by subsection 8(c) of the Town Planners Act 1995 [Act 538], the Board of Town Planners, to prescribe the following scale of minimum fees:

PART I PRELIMINARY

1. Citation and Commencement

These scale may be cited as the Town Planners Scale of Minimum Fees (SoF) 2022 and come into operation on 1st December 2022.

2. Interpretation

In these SoF, unless the context otherwise requires—

“additional services” means services provided by the body corporate practicing as a Town Planner practice under a separate appointment;

“appointment fee” means a non-refundable sum of money payable to body corporate practicing as a Town Planner immediately on his official engagement to undertake the project. It is treated as mobilization fee which is part of the total fee payable to the registered Town Planner for professional services rendered;

“basic services” means the main basic services that may be provided by the body corporate practicing as a Town Planner;

“Board” means the Board of Town Planners established under the Section 3 of the Town Planners Act 1995 [Act 538];

“body corporate practising as a Town Planner” means sole proprietor, partnership or body corporate registered under Business Registration Act 1956 [Act 197], Partnership Act 1961 [Act 135] or Company Act 2006 [Act 777] which has been issued with a permit to practice as a Town Planner;

“change of land use zoning or intensity” means any application of planning permission related to change of land use zoning (agriculture, residential, commercial, industrial or mixed development) which is against or contradicting with the land use zone gazetted in a local plan. The application will also include change in the gazetted density for residential and plot ratio for commercial or industrial;

“change of use of land for non-development” means land matters in which land has been subdivided or change of use of land or amalgamation or partition of land only meant for non-development;

“client” a person who engages the professional advice or services of another;

“development” means the carrying out of any building, engineering, mining, industrial, or other similar operation in, on, over, or under land, the making of any material change in the use of any land or building or any part thereof, or the subdivision or amalgamation of lands; and “develop” shall be construed accordingly;

“development plan” in relation to an area as defined under section 2 of the Town and Country Planning Act 1976 [Act 172], means—

(a) the local plan for the area; or

(b) if there is no local plan for the area, the structure plan for the area,

and, in relation to any land or building, means the development plan, as so defined, for the area in which the land or building is situated;

“development order” means the development order issued under Federal Territory (Planning) Act 1982 [Act 267], granting planning permission with or without conditions for any development specified in such order;

“development proposal report” as defined under section 21A of the Town and Country Planning Act 1976 [Act 172];

“erection of building” means any application of planning permission involving a plot of land for the erection of building in which planning permission has been approved and individual title has been issued by the Land Office;

“gross fee” means the quantum of professional fee excluding Tax;

“layout plans” as defined under Section 21B of the Town and Country Planning Act 1976 [Act 172];

“man-month” means number of working months in a year or throughout the duration of the project to be undertaken;

“material change in the use of land or material change in the use of a building” as defined under Town and Country Planning Act 1976 [Act 172];

“memorandum of agreement” means the memorandum of agreement entered into between the client and the body corporate practicing as a Town Planner in connection with the provision of professional services for the works;

“multiplier” means a factor derived from the elements covering annual salary; gratuity; benefits including bonuses, contributions to the Employees Provident Fund, staff savings and pension fund, subscription to professional institutions, payments to registration boards, leave, medical aid and insurance, conferences and workshops; office administration expenses rentals, telephone, telex, facsimile, courier and postal charges, stationery, subscriptions to journals, training and scholarships, transportation costs, legal fees, audit fees and bank charges, and profits;

“Permit” means a permit issued under subsection 23(1) and includes a duplicate permit issued under subsection 23(2) of the Town Planners Act 1995 [Act 538];

“Planning Permission” means permission granted, with or without conditions to carry out development as defined under section 2 of the Town and Country Planning Act 1976 [Act 172];

“project” means the project of which the works form a part;

“registered Town Planner” means a person registered under subsection 15(3), Town Planners Act 1995 [Act 538];

“salary” means the basic salary paid by the body corporate practicing as a Town Planner to a director, partner, sole proprietor, registered Town Planner, allied professional, sub-professional, site staff, administrative staff or technical staff of the town planning consultancy practice, including any statutory contributions, but excludes any bonuses, allowances or ancillary benefits;

“Tax” means the input tax invoice imposed by Customs on services rendered to the total professional fees;

“special area plan” in relation to an area as defined under section 16B of the Town and Country Planning Act 1976 [Act 172];

“supplementary services” means services which are not included in the Basic Services but which may be provided by the body corporate practicing as a Town Planner to supplement the Basic Services;

“time cost” means the annual salary of any person employed by body corporate practicing as a Town Planner divided by 1,800 (being deemed to be the average annual total of effective working hours of an employee) and multiplied by the number of working hours spent by such person in performing any of the services in respect of which payment is to be made to the body corporate practicing as a Town Planner to upon the basis of time cost, and the annual salary of a person for a period of less than a full year shall be calculated pro-rata to such person's salary for such lesser period.

3. Payment of Fees

Any body corporate practicing as a Town Planner which is engaged by a client to perform any of the town planning consultancy services specified in Part II shall not charge less than the scale of minimum fees specified in Part III in addition to the other payments in Part IV, provided that higher fees, where justified by the town planning consultancy practice's special expertise, experience or standing, may be charged with the prior agreement of the client.

4. Cost of Works

The cost of works shall be determined as follows:

- i. for completed works, the original contract sum as agreed upon; and
- ii. for any variations to the original contract, the final cost of works including variations accepted by the client.

5. Multiplier

The multiplier for the respective persons is as follows:

- i. 3.0 for a director, partner or sole proprietor;
- ii. 2.7 for an employed professional;
- iii. 2.2 for a sub-professional; and
- iv. 2.0 for administrative staff or technical staff.

PART II TOWN PLANNING CONSULTANCY SERVICES

6. Types of Services

Town planning consultancy services means the provision of consultancy services related to town and country planning including as any of the below—

- i. basic professional services;
- ii. supplementary services; or
- iii. additional services.

7. Basic Professional Services for Preparation of Development Plans

- i. The basic services that may be provided by the body corporate practicing as a Town Planner for the preparation of development plans shall be for any of the following—
 - (a) National Physical Plan;
 - (b) Structure Plans, Local Plans and Special Area Plan; and
 - (c) Regional Plans.
- ii. The basic services for preparation of paragraphs 7(1)(a) to (c) shall be for the following phases—
 - (a) preliminary studies phase is to undertake the identification of detail scoping and its deliverables within a specified duration of time for the preparation of the development plan that shall lead to the formulation of the inception report;
 - (b) surveys, data acquisition and analysis phase is to conduct surveys and data collection for the planning area, to gather relevant information such as population and employment, natural environment profile, land use and development profile, socio-economic profile, transportation and infrastructure networks, housing, transportation and traffic profile and others related to the plan. Analysis of these data shall be undertaken to identify the potentials of the areas and challenges that need to be addressed by the plan. The surveys, data acquisition and analysis shall lead to the formulation of the technical report and investigation report (for structure plan); and
 - (c) draft development plan report phase is to formulate the policies, strategies and proposals in respect to the use of land and its development including measures for the protection and improvement of the physical living environment, preservation and protection of the natural environment the improvement of communications and accessibility, the management of traffic, the improvement of socio-economic well-being and the promotion of economic growth, and any other matters for facilitating sustainable development. The details of the proposals shall reflect upon the type of development plan (national physical plan or structure plan or local plan or special area plan) and shall take into consideration use of land in neighbouring areas that may be expected to affect the area, the resources available to carry out the proposals and shall contain plans, maps, illustrations, diagrams and reports. The works involve shall lead to the formulation of draft development plan such as draft structure plan or draft local plan or draft special area plan.

8. Basic Professional Services for Planning Permission Application for Material Change in the Use of Land or a Building

- i. The basic professional services that may be provided by the body corporate practicing as a Town Planner for the preparation of planning application for material change in the use of land or a building shall be for any or all of the following—
 - (a) application for use of land (zoning) that is inconsistent with the gazetted local plan;
 - (b) application for change of activities or use of land or a building which is contradicting with the gazetted local plan; and
 - (c) application for change of intensity (density or plot ratio) of land which is contradicting with the gazetted local plan.
- ii. The basic professional services for preparation of paragraphs 8(1)(a) to (c) shall be for the following phases—
 - (a) site analysis and planning consist of preliminary phase of planning process to study the condition of the site, its geographical, social, environmental, infrastructural and legal context of a specific site. The works involve inventory of data, research, analysis and synthesis relating to a specific site. This sets the baseline for the rationale of application for material change in the use of land or a building.
 - (b) schematic and design development consist of understanding the project brief and the client's needs, preparing preliminary conceptual ideas for the change of use of land or a building, preparing land use projections as well as its impacts on population and employment generation, preparing projections for community's needs, infrastructure and utilities requirements, and preparing information to support the application of change of use of land or a building;
 - (c) plan and document preparation for submission is to prepare drawings or plans to meet the technical requirements of approving authorities, the planning development report, and all documents required for the submission of application for planning permission for change of use of land or a building; and
 - (d) submission and approval are for preparing and submitting drawings or plans and other necessary documents to the relevant approving authorities for planning permission approval or approval in principle as required under any relevant laws.

9. Basic Professional Services for Planning Permission Application in Respect of Other Development

- i. The basic professional services that may be provided by the body corporate practicing as a Town Planner for the preparation of planning permission application in respect of other development shall be for any of the following—
 - (a) application for approval of layout plan for a development such as an application of planning permission involving land for the development of new township or for the development of any or all activities such as residential, commercial, industrial, institutional, in which will require the measures for protection and improvement of the physical environment, provisions of public amenities, facilities and utilities to support the development and ensures the efficiency of infrastructure, roads and traffic circulation; and
 - (b) application for approval for the erection of building such as an application of planning permission involving a plot of land for the erection of building in which individual title has been issued by the land office. Such application shall ensure that its levels, frontages, elevations, appearance, setbacks and access for building and services are considered in its application.
- ii. The basic professional services for planning permission application in respect of other development shall be for the following phases—
 - (a) site analysis and site planning consist of preliminary phase of planning process to study the climatic, geographical, historical, social, environmental, infrastructural and legal context of a specific site. The works involve inventory of data, research, analysis and synthesis relating to a specific site. This sets the baseline for site planning and design works;
 - (b) schematic and design development consist of understanding the project brief that translates the client's needs, preparing preliminary conceptual ideas for the use of land, preparing land use projections as well as its impacts on population and employment generation, preparing projections for community's needs, infrastructure and utilities requirements, and preparing information to support any impact assessments or feasibility studies required of the project;
 - (c) plan and document preparation for submission is to prepare layout plan to meet the technical requirements of approving authorities, the development proposal report, and all documents required for the submission of application for planning permission; and
 - (d) submission and approval are for preparing and submitting drawings or plans and other necessary documents to the relevant approving authorities for planning permission approval or approval in principle as required under any relevant laws.

iii. Other Basic Services related to the Planning Permission application for Layout Plan

(a) Submission to National Planning Physical Council

A body corporate practicing as a Town Planner shall undertake submission to the National Planning Physical Council to obtain their advice and support when application for the planning permission involves the development of any or all of the following—

- a new township that exceeds a population size of ten thousand, or covering an area of more than one hundred hectares, or both;
- development for the construction of any major infrastructure or utility;
- development affecting hilltops or hill slopes, in an area designated as environmentally sensitive areas;
- construction of any national infrastructure such as airports, seaports, land ports, railway transportation and, highways; and national utility works such as the erection of dams, main power stations, toxic waste disposal site and any other infrastructure of national importance.

(b) Amendments to Approved Layout Plan for Planning Permission Application

A body corporate practicing as a Town Planner may be further engaged to amend a layout plan, or part of the layout plan, or the erection of building plan that has been approved and granted planning permission. The amendments shall involve all or any of the following—

- change to the development components;
- change to the layout structure i.e. roads, location of reserves for public amenities, utilities and open spaces; and
- change in densities and intensities for plots of land designated for residential, commercial, industrial or institutional.

(c) Extension or Further Extension of Planning Permission

A body corporate practicing as a Town Planner may be further engaged to submit an application for the extension or further extension of planning permission that is due to lapse i.e. prior to twelve months after granted date of planning permission.

10. Supplementary Services

The Supplementary Services which are not included in the Basic Services but which may be provided by the body corporate practicing as a Town Planner to supplement the Basic Services shall be any or all of the following—

- i. Objective & concept establishment
Ascertaining the client's objectives, brief and constraints for the project and advising the client on how to achieve the objectives;
- ii. Preliminary site evaluation
Inspecting and advising the client on the selection and suitability of proposed sites, and conducting or taking part in negotiations connected therewith;
- iii. Preparation of project brief
Preparing and refining the project brief in consultation with the client and interpreting the client's objectives to arrive at an agreed brief for the project;
- iv. Preparation of preliminary project outline, ideas & concept and preliminary layout plan
Preparing an outline project plan which may include preliminary ideas and concepts, preliminary layout plan, project planning and implementation schedule, a preliminary cash flow projection and a resource plan for the client's use or for preliminary discussion with the relevant approving authorities;
- v. Preparation for state planning approval
Preparing a submission and its required documentation for state planning approval as required by the state or local authorities;
- vi. Preparation of road name application
Preparing plans and related documents for township and road names applications; and
- vii. Preparation for sales and marketing documents
Preparing plans for marketing use, sale and purchase agreements and wherever relevant;

11. Additional Services

The Additional Services that may be provided by the town planning consultancy practice under a separate appointment shall be any or all of the following—

- (a) Comprehensive Development Plans Services
- (b) Environmental Impact Assessment Services;
- (c) Feasibility and Viability Studies Services;
- (d) Geographical Information Systems (GIS) Services;
- (e) Heritage and Conservation Studies and Impact Assessment Services;
- (f) Planning Policies and Guidelines Development Services;
- (g) Planning Representation and Advisory Services
- (h) Project Management Consultancy Services;
- (i) Social Impact Assessment Services;
- (j) Socio-Economic Planning Services;
- (k) Stakeholders' Engagement Services;
- (l) Survey and Investigation Services;
- (m) Sustainability and Low Carbon City Assessment Services;
- (n) Traffic Impact Assessment Services;
- (o) Tourism Planning Services;
- (p) Urban Design Services;
- (q) Miscellaneous services.

11(a) Comprehensive Development Plans Services

A body corporate practicing as a Town Planner may be engaged to provide a Comprehensive Development Plan Services. This involves the process of preparing a long-term blue print for growth covering the whole region that requires the cooperation, active participation, commitment and sustained involvement of many agencies, stakeholders and players at all level.

11(b) Environmental Impact Assessment Services

A body corporate practicing as a Town Planner may be engaged to provide Environmental Impact Assessment services. This involves the process of measuring the effects and impacts on the environment of a proposed development or project. It also involves developing relevant mitigation or design measures to reduce or avoid impacts.

11(c) Feasibility and Viability Studies Services

A body corporate practicing as a Town Planner may be engaged to provide Feasibility and Viability studies services. This involves —

- i. preparing market analysis to understand the viability of a project and its development components;
- ii. analysing the potential development value; and
- iii. preparing development cost estimates comprising of the cost of land or site acquisition, building construction and infrastructure services, landscaping, and estimated cash flow requirements for the development.

11(d) Geographical Information Systems (GIS) Services

A body corporate practicing as a Town Planner may be engaged to provide Geographic Information Systems (GIS) services. This involves specialized works with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data and town planning related plan or maps. The data includes and is not limited to socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks etc. and the services include—

- i. creating maps and graphs, using GIS software and related equipment.
- ii. define user data needs, project requirements, required outputs, or the need to develop applications.
- iii. conduct research to identify and obtain existing databases.
- iv. compile geographic data from a variety of sources including censuses, field observation, satellite imagery, aerial photographs, and existing maps.
- v. gather, analyse, and integrate spatial data and determine how best the information can be displayed using GIS.
- vi. analyse spatial data for geographic statistics to incorporate into documents and reports.
- vii. design and update database, applying additional knowledge of spatial feature representations.
- viii. enter new map data through the use of a digitizer or by direct input of coordinate information using the principles of cartography including coordinate systems, longitude, latitude, elevation, topography, and map scales.
- ix. analyse geographic relationships among varying types of data.
- x. prepare metadata and other documentation.
- xi. operate and maintain GIS system hardware, software, plotter, digitizer, colour

printer, and video camera.

11(e) Heritage and Conservation Studies Services

A body corporate practicing as a Town Planner may be engaged to provide Heritage and Conservation studies services. This involves the survey and investigation of heritage areas and/or buildings, analysing and evaluating its heritage significance, identify measures to preserve/conservate the heritage area/buildings and undertake a heritage impact assessment to any development or project that is being proposed in an identified heritage or conservation area.

11(f) Planning Policies & Guidelines Development Services

A body corporate practicing as a Town Planner may be engaged to carry out the development of Planning Policies and Guidelines services. This involves research and development on the related subject matters, identifying guiding principles and criteria and engages stakeholders in the process of developing the guidelines and policies.

11(g) Planning Representation and Advisory Services

A body corporate practicing as a Town Planner may be engaged by a public, private organization, individual to provide planning representation and advisory services for related to matters on Planning Appeals under the Town and Country Planning Act, 1976 [Act 172], Federal Territory (Planning) Act, 1982 [Act 267], Town and Country Planning Ordinance [CAP 141], or any other written laws related to Town and Country Planning.

It is expected where such services are to be provided, the body corporate practicing as a Town Planner will present the case on behalf of the client in a professional manner and includes the following works—

- i. professional advice and appearances in meetings when required;
- ii. preparation and submission of an objection to a planning or development proposal;
- iii. preparation of materials pertaining to planning issues in response to an appeal or for presentation to the Courts or Appeal Board;
- iv. preparation of material could involve site visits, establishing the position of the client, authorities, or other participants and establishing other circumstances of the case;
- v. the findings could be presented in a written statement to the client or their representative. Written submission could be a report to the client and their representative or as an affidavit for submission to the Courts or Appeal Board;
- vi. appearance before the Courts, Appeal Board or any authorized review committee as an expert witness on town planning matters;
- vii. acts as an expert witness in any arbitration, or assessor, a mediator in the resolution of conflicts related to any planning matters between parties; and
- viii. other related matters.

11(h) Project Management Consultancy Services

The project management consultancy services that may be provided by the body corporate practicing as a Town Planner practice shall be any or all of the following—

- i. preparing project briefs,
- ii. preparing project schedule and program for the planning, implementation and monitoring all the activities;
- iii. providing total project management consultancy services from the inception to completion of a project;

- iv. coordinating the works of all project team members;
- v. preparing project reports;
- vi. undertaking a constant inspection of the progress of works; and
- vii. providing the full services required for construction management in serving as the overall coordinator where separate contracts for each trade are awarded.

11(i) Social Impact Assessment Services

A body corporate practicing as a Town Planner may be engaged to provide Social Impact Assessment services. This involves the process of analysing, monitoring and managing the intended and unintended social impacts of a planned development, policies, plans or projects as well as impacts of an unplanned event such as natural disasters, demographic change etc. Such social impacts include evaluating any positive or negative consequences and any social change invoked by the various planned interventions or the unplanned events. The preparation of the social impact assessment shall be undertaken based on three categories of projects for which are required under sub-section 20(B) and sub-section 21A(1) of the Act A1522 as well as sub-section 22(2A) of Act 172.

11(j) Socio-Economic Planning Studies Services

A body corporate practicing as a Town Planner may be engaged to carry out socio-economic planning studies services that shall be any or all of the following—

- i. undertaking the collection of a socio-economic database;
- ii. undertaking analysis on economic activities including economic generators information;
- iii. undertaking surveys related to the collection of database;
- iv. developing policies, strategies and proposals related to the socio-economic studies.

11(k) Stakeholders' Engagement Services

A body corporate practicing as a Town Planner may be engaged to provide stakeholders engagement services which involve various processes of communicating with key stakeholders in preparation of any plan or development. This encourages a more inclusive and a well-informed process of decision-making as the engagement process will help identify issues and develop understanding and consensus agreement to solutions.

11(l) Survey and Investigation Services

A body corporate practicing as a Town Planner may be engaged to provide survey and investigation services that shall comprise any or all of the following—

- i. undertaking a land use and activities survey of an area other than the contract for the preparation of a development plan;
- ii. undertaking a heritage and existing buildings survey other than the contract for heritage impact assessment study services;
- iii. undertaking a socio-economic survey other than the contract for socio-economic planning services; and
- iv. conducting any surveys and investigation that is related to urban planning and development.

11(m) Sustainability and Low Carbon Assessment Services

A body corporate practicing as a Town Planner may be engaged to provide Sustainability and Low Carbon Assessment services. This involves the process of measuring the carbon

emission on the environment of a proposed development or project. It also involves developing relevant mitigation measures to lower the levels of carbon emission by re-assessing the priorities in planning and developing of new projects, as well as strategies that shall be undertaken by cities, townships and neighbourhoods in reducing their carbon emission levels to achieve sustainable urban developments.

11(n) Traffic Impact Assessment Services

A body corporate practicing as a Town Planner may be engaged to provide Traffic Impact Assessment services. This involves the process of determining the impact and effects of a development or project on the transportation and traffic system as well as the process of identifying mitigating measures to improve the negative impacts.

11(o) Tourism Planning Services

A body corporate practicing as a Town Planner may be engaged to provide Tourism Planning services. This involves the formulation of a planning and development framework for tourism that includes the formulation of policies and strategies, the master planning for tourism action areas and tourism clusters product development, institutional, legislation and regulatory framework, marketing and promotion framework, tourism infrastructure, analysis and review the economic impact of tourism and identify tourism investment opportunities, human capital pertaining to tourism development, and socio-cultural and environmental impacts of tourism.

11(p) Urban Design Services

A body corporate practicing as a Town Planner may be engaged to provide urban design services that synthesize the diverse factors of cultural, ecological, economic, social, aesthetics into the arrangement and design of the built environment and public realms and includes the following—

- i. undertaking site analysis and assessments to establish the challenges and characteristics of the site and its context;
- ii. undertaking site planning to unlock the potentials of the site;
- iii. undertaking design impact assessment and develop proposals and mitigation strategies;
- iv. preparing drawings and plans that will illustrate concepts, ideas and detail design solutions and proposals; and
- v. preparing documentation to support the ideas and urban design proposals.

11(q) Miscellaneous services.

To provide any other services related to town and country planning.

12. Appointment of Specialist Consultant to Work in Collaboration with Body Corporate Practicing as a Town Planner.

Where a specialist consultant is appointed directly by the client or by the body corporate practicing as a Town Planner to provide the services under this Part, such services that would otherwise be provided by the body corporate practicing as a Town Planner alone shall be provided by the specialist consultant in collaboration with the body corporate practicing as a Town Planner in accordance with the terms of the appointment.

PART III SCALE OF MINIMUM FEES

13. Fees for Basic Services for the Preparation of Development Plans

Body corporate practicing as a Town Planner which provides Basic Services for the preparation of development plans shall be paid:

- i. on the basis of time cost times multiplier, in respect of the times spent in providing the services by partners, consultants, specialist and technical supporting staff derived from the skills and specialization required to complete the services provided; and
- ii. the works shall first be classified under the categories of complexities as specified in table 13-1.
- iii. the specified minimum time input per consultant involved in preparing the development plan.

No.	Development Studies	Minimum Man-month Director Input (per-person)	Minimum Man-month Professional Input (per person)	Minimum Man-month Sub-Professional Input (per person)
			<i>*depends on the scope and complexity of studies</i>	
1.	National Physical Plan	5.0	2.0	1.0
2.	Structure Plan	3.0	2.0	1.0
3.	Local Plan Category 1 (City Hall/ 70% Urban)	3.0	2.0	1.0
4.	Local Plan Category 2 (City Council/ 50% Urban)	3.0	1.5	1.0
5.	Local Plan Category 3 (Municipal Council/ 30% Urban)	3.0	1.5	1.0
6.	Local Plan Category 4 (District Council/ Less than 30% Urban)	3.0	1.5	1.0
7.	Special Area Plan	2.0	1.5	1.0
8.	Urban Studies	3.0	2.0	1.0
9.	Rural Studies	3.0	2.0	1.0
10.	Regional Studies	3.0	2.0	1.0
11.	Feasibility Studies	2.0	1.5	1.0
12.	Impact Studies	2.0	1.5	1.0

Table 13-1: Minimum man-month input per consultant involved for preparation of development plans.

14. Fees for Basic Services for the Preparation of Planning Permission Application for Material Change in Use of Land or Building

A body corporate practicing as a Town Planner which provides Basic Services as specified in rule 8 for the above services shall be paid based on the following—

- i. on the basis of land area where the application for change of use (change of use, density for residential and plot ratio for commercial, industrial and institutional or increase in height) is made, the fees shall be:

No.	Fees for Material Change in Use of Land or Building	Rate (RM)
1.	Basic Fee Plus RM1000.00 per hectare	50,000.00

Table 14-1: Fees for the preparation of planning permission application for material change of use of land or building.

- ii. on the basis of complexity, for application of change of use from Residential, Commercial, Industrial or Institutional to any of the following—
 - public childcare centre operated by government or non-government organisation
 - community centre operated by government or non-government organisation
 - religious reserve of lower hierarchies such as ‘musolla’ etc.

The minimum fees providing the basic services shall be on the basis of time cost times multiplier or a minimum charge of lump sum not exceeding RM5,000.00.

15. Fees for Basic Services for Planning Permission Application in Respect of Other Development

The fees for planning permission application in respect of other development is computed as the following—

i. Fees for Preparation of Layout Plan for Planning Permission Application

A body corporate practicing as a Town Planner which provides Basic Services as specified in rule 9 (i)(a) shall be paid in accordance with the minimum scale of fees as specified below—

- (a) on the basis of land area where the preparation of layout plan for planning permission application, the fees shall be:

No.	Fees for Preparation of Layout Plan for Planning Permission	Rate (RM)
1.	Basic Fee Inclusive First 5 hectares or less	50,000.00
2.	Next 6 to 100 hectares	5,000 per hectare
3.	Next 101 to 250 hectares	4,000 per hectare
4.	Next 251 to 500 hectares	3,000 per hectare
5.	Next 500 to 1000 hectares	2,000 per hectare
6.	1000 hectares and above	1,000 per hectare

Table 15-1: Fees for preparation of layout plan for planning permission.

- (b) on the basis of complexity, for preparation of layout plan for planning permission application, the minimum fees applied shall be additional to the fees applied in rule 15 (i)(a).

No.	Complexity of Development Area	Maximum % of Increase
1.	Areas steeper than 20 degrees slopes over less than 50% of the development area	10
2.	Areas steeper than 20 degrees over more than 50% of the development area	25
3.	Other Areas determined as Environmentally Sensitive Areas	25

Table 15-2: Additional fees based on complexity of development area.

- (c) on the basis of less complexity, for preparation of layout plan for planning permission application for less than 5 units of residential, the minimum fees applied shall be on the basis of time cost times multiplier or a minimum charge of lump sum not exceeding RM 10,000.00.

- (d) Schedule of Payment

The schedule of payment for rule 15 (i) (a) and (b) shall be as the following—

No.	Schedule of Payment	Percentage (%)
1.	Upon appointment of consultant	10
2.	Upon completion site analysis, planning, schematic and design development	30
3.	Upon completion of plan and document preparation for submission	20
4.	Upon submission for planning permission application	30
5.	Upon obtaining decision by Authority/Client	10

Table 15-3: Schedule of payment for preparation of layout plan for planning Permission (a) and (b).

The schedule of payment for rule 15 (i) (c) shall be as the following—

No.	Schedule of Payment	Percentage (%)
1.	Upon appointment of consultant	10
2.	Upon completion schematic and design development	20
3.	Upon submission for planning permission application	60
4.	Upon obtaining decision by Authority/Client	10

Table 15-4: Schedule of payment for preparation of layout plan for planning permission (c).

The schedule of payment is in accordance to rule 9(i) Phases of Basic Services for Planning Permission Application in respect of other development. Should the Basic Services of the body corporate practicing as a Town Planner be required up to a specific phase of services, hence its payment of fees shall be in accordance to the phase of services rendered.

ii. **Fees for Preparation of Planning Permission Application for Erection of Building**

A body corporate practicing as a Town Planner which provides Basic Services as specified in rule 9 (i)(b) shall be paid in accordance with the minimum scale of fees as specified below—

No.	Fees for Planning Permission Application for Erection of Building	Rate (RM)
1.	Basic Fee Plus RM150.00 per 100.0 sq. metre of Gross Floor Area	50,000.00

Table 15-5: Fees for planning permission application for erection of building.

The schedule of payment for Rule 15(ii) shall be as the following –

No.	Schedule of Payment	Percentage (%)
1.	Upon appointment of consultant	10
2.	Upon completion site analysis, planning, schematic and design development	30
3.	Upon completion of plan and document preparation for submission	20
4.	Upon submission for planning permission application	30
5.	Upon obtaining decision by Authority/Client	10

Table 15-6: Schedule of payment for preparation of planning permission application for erection of building.

iii. **Fees for Preparation for Submission to National Physical Planning Council**

A body corporate practicing as a Town Planner which provides Basic Services as specified in rule 9 (iii)(a) shall be paid in on the basis of time cost times multiplier, for the time spent to undertake the process.

iv. **Fees for Preparation of Amendments to Approved Layout plan for Planning Permission Application**

A body corporate practicing as a Town Planner which provides Basic Services as specified in rule 9 (iii)(b) shall be paid in accordance with the minimum scale of fees as specified below:

No.	Fees for Preparation of Amendments to Approved Layout Plan for Planning Permission Application	Rate (RM)
1.	Basic Fee Inclusive First 5 hectares or less	25,000.00
2.	Next 6 to 100 hectares	4,000 per hectare
3.	Next 101 to 250 hectares	3,000 per hectare
4.	Next 251 to 500 hectares	2,000 per hectare
5.	Next 500 to 1000 hectares	1,000 per hectare
6.	1000 hectares and above	500 per hectare

Table 15-7: Fees for preparation of amendments to approved layout plan for planning permission application.

The schedule of payment for rule 15(iv) shall be in accordance to the schedule of payment for rule 15(i).

v. **Fees for Preparation for Extension or Further Extension of Planning Permission**

A body corporate practicing as a Town Planner provides Basic Services as specified in rule 9 (iii) (c) shall be paid in accordance with the minimum fees on the basis of time cost times multiplier or a minimum charge of lump sum not exceeding RM 15,000.00. The schedule of payment for rule 15(v) shall be 100% upon lodgement of the application.

vi. **Fees for Preparation of Planning Permission for Agriculture involving Engineering Work**

Planning permission for agriculture activities which involve engineering work that is carried out at:

- a. Hill land (areas affecting height equal to or higher than 150m above sea level)
- b. Hill side (areas affecting slopes equal to or greater than 15 degrees)

A body corporate practicing as a Town Planner shall be paid in accordance with the minimum scale of fees as specified below—

No.	Fees for Preparation of Planning Permission for Agriculture involving Engineering Work	Rate (RM)
1.	Basic Fee Inclusive First 3 hectares or less	15,000.00
2.	Next 3 to 10 hectares	500 per hectare
3.	Next 10 to 100 hectares	250 per hectare
4.	100 hectares and above	100 per hectare

Table 15-8: Fees for preparation of planning permission for agriculture involving engineering work.

16. Fees for Supplementary Services

A body corporate practicing as a Town Planner which provides any of the Supplementary Services as specified in rule 10 shall, subject to agreement between the body corporate practicing as a Town Planner and client, be paid—

- (a) on the basis of time cost times multiplier, derived from nature of works, skills and specialization required of the body corporate practicing as a Town Planner; or
- (b) on a lump sum basis derived from an estimate of time likely to be spent by the body corporate practicing as a Town Planner at the hourly rate or rates deduced from the salary of the person employed by the body corporate practicing as a Town Planner to provide the Supplementary Services times with the appropriate multiplier.

17. Fees for Additional Services

A body corporate practicing as a Town Planner which provides any of the Additional Services as specified in rule 11 shall, subject to agreement between the body corporate practicing as a Town Planner and client, be paid—

- (a) on the basis of time cost times multiplier, in respect of the times spent in providing the services by partners, consultants, specialist and technical supporting staff derived from nature of works, skills and specialization required of the body corporate practicing as a Town Planner; or
- (b) on a lump sum basis derived from an estimate of time likely to be spent by the body corporate practicing as a Town Planner at the hourly rate or rates deduced from the salary of the person employed by the body corporate practicing as a Town Planner to provide the Supplementary Services times the appropriate multiplier;

- (c) the minimum fees providing the planning representation and advisory services shall be on the basis of time cost times multiplier or a minimum charge per hour or part thereof shall be RM1,000.00 or a minimum charge per day of part of thereof shall be RM5,000.00.
- (d) the minimum fees for providing the project management consultancy services shall be 2.5% of the total cost of works.
- (e) the schedule of payment for additional services shall be determined upon the client's acceptance of the detail scoping for the additional services and shall be mutually agreed between the body corporate practicing as a Town Planner and the client. The fee decided and apportioned to the phase of services rendered shall be paid in full accordingly upon the completion of each phase of services.

18. Fees for the Appointment of Specialist Consultant to Work in Collaboration with the Town Planning Consultancy Practice

The fees for the appointment of a specialist consultant to work in collaboration with the body corporate practicing as a Town Planner in pursuance of rule 12 shall be as agreed between the specialist consultant with either the client or the body corporate practicing as a Town Planner who had appointed the specialist consultant to provide the services under Part II. A coordinating fee of 5% further to the town planning fees shall be applicable when the appointment of specialist is agreed between the body corporate practicing as a Town Planner and the client.

19. Withholding Payments

All fees due to the body corporate practicing as a Town Planner shall not be reduced or withheld on account of any penalties, liquidated and ascertained damages or any other sums withheld from payments by the client to any other party.

PART IV OTHER PAYMENTS

20. Reimbursable Expenses

The body corporate practicing as a Town Planner shall, in addition to the fees payable to it for any of the services rendered under Part II, be entitled to be reimbursed by the client for the disbursements actually incurred by it or at such rates as agreed between the body corporate practicing as a Town Planner and the client –

- (a) for preparing, printing and reproducing all documents, drawings, maps, perspectives, models, photographs and other records including those used in communication between the body corporate practicing as a Town Planner and the relevant approving authorities, the consultants and specialist consultants, provided that one free set of all documents, drawings, maps, photographs and other records shall be provided by the town planning consultancy practice to the client at all phases of the work;
- (b) for undertaking surveys and data collection related to the works undertaken;
- (c) for undertaking workshops and public engagement sessions related to the works undertaken;
- (d) for sending telegrams, telex, facsimile transmissions, and for making telephone calls other than local calls;
- (e) for postage and courier charges for sending documents or other items at the request of the client;
- (f) when travelling including accommodation and other related expenses;
- (g) for advertisement on matters directly related to the project;
- (h) for fees payable to the specialist consultants where they are engaged directly by the body corporate practicing as a Town Planner with the prior approval of the client; and
- (i) The amount of any service tax or any other taxes imposed by the Government on the services rendered by the body corporate practicing as a Town Planner shall be chargeable to the client.

21. Payment Following Termination or Suspension by The Client

- i. In the event of a termination or suspension by the client of the works or of the body corporate practicing as a Town Planner (unless in the case of the latter where the termination or suspension had been occasioned by the default or negligence of the body corporate practicing as a Town Planner), the body corporate practicing as a Town Planner shall be paid the following sums (less the amount of payments previously made to the body corporate practicing as a Town Planner) –
 - (a) a sum deductible from the stage of professional services completed at the time of termination or suspension;
 - (b) a disruption charge equal to half of the difference between the sum, which would have been payable to the body corporate practicing as a Town Planner under rule 21(i)(a) of this Part, whichever may be applicable (as if the full scope of professional services has been completed by the body corporate practicing as a Town Planner under the terms of his engagement), provided that the professional services have advanced beyond the preliminary stage; and
 - (c) amounts due to the body corporate practicing as a Town Planner under any other paragraphs of Part III.
- ii. If the body corporate practicing as a Town Planner is required to recommence his professional services for the works suspended by the client, the body corporate practicing as a Town Planner shall be paid for the performance of his professional services the sum payable to the body

corporate practicing as a Town Planner under Part III, whichever may be applicable, the payments under rule (21)(i)(a) of this Part being treated as payments on account;

- iii. If approval for the works (or any part of them) is or is likely to be delayed for more than nine months or postponed at the request of the client, then for the purpose of computing the fee to be paid to the body corporate practicing as a Town Planner for the performance of his professional services the cost of the works applicable shall be the estimated cost of the works (or any relevant part of them) at the time of completion of the detail plans prepared for submission; and
- iv. If the body corporate practicing as a Town Planner is required to perform any additional services in connection with the resumption of his professional services in accordance with subparagraph 21 (ii) of this Part, the body corporate practicing as a Town Planner shall be paid for the performance of the additional professional services on a time basis (i.e. salary cost times a multiplier) and also any appropriate reimbursements in accordance with rule 20 of this Part.

APPENDIX I

MEMORANDUM OF AGREEMENT(MoA)

MEMORANDUM OF AGREEMENT Between THE CLIENT AND THE BODY CORPORATE PRACTICING AS A TOWN PLANNER for TOWN PLANNING SERVICES

MEMORANDUM OF AGREEMENT

made this day of

BETWEEN

of (or whose registered office is situated at)

(hereinafter called “the Client” which expression includes its legal representatives, successors in title and legal assigns) of the one part

AND

Practicing as Town Planner(s) at

(hereinafter called “the body corporate practicing as a Town Planner” which expression includes its legal representatives, successors in title and permitted assigns) of the other part.

WHEREAS the Client intends to carry out the development (description of intended works)

(hereinafter called “the Project”).

AND WHEREAS the Client is desirous of appointing the body corporate practicing as a Town Planner to provide the professional planning services for the Project.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED between the parties as follows:

1. Appointment of body corporate practicing as a Town Planner

The Client hereby appoints the body corporate practicing as a Town Planner to provide the professional planning services for the Project subject to and in accordance with the Conditions of Engagement and the body corporate practicing as a Town Planner hereby accepts the appointment for the purpose of providing the professional services for the same subject to and in accordance with the Conditions of Engagement.

2. Conditions of Engagement

This Memorandum of Agreement and the Conditions of Engagement of the ~~Town Planner~~ body corporate practicing as a Town Planner shall together constitute the Agreement between the Client and the body corporate practicing as a Town Planner.

3. Registered Town Planner’s Remuneration

In consideration of the body corporate practicing as a Town Planner providing the professional services required, the Client hereby agrees to pay the body corporate practicing as a Town Planner in accordance with the Scale of Professional Fees as calculated in First Schedule-

4. Mode of Payment of Professional Fees

The mode of payment shall be as in Second Schedule.

5. Condition of Engagement of a Body Corporate Practicing as a Town Planner

Conditions of engagement of a body corporate practicing as a Town Planner shall be as in Third Schedule.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day and year first above written.

SIGNED BY)

.....)

.....)

for and on behalf of

.....

Client's Signature

THE CLIENT

in the presence of

Name:) (Witness)

Address:)

.....)

.....

Witness Client's Signature

SIGNED BY)

.....)

.....)

.....)

.....

Town Planner's Signature

for and on behalf of

.....)

in the presence of

Name:) (Witness)

Address:)

.....)

.....)

.....

Witness Town Planner's Signature

FIRST SCHEDULE
REGISTERED TOWN PLANNER'S REMUNERATION

No.	Type of Service	Table No.	Page No.
Basic Services			
1.	Minimum time input per consultant involved for the preparation of development plans	Table 13-1	17
2.	Fees for the preparation of planning permission application for material change of use of land or building	Table 14-1	18
3.	Fees for preparation of layout plan for planning permission and	Table 15-1	18
	Additional fees based on complexity of development area	Table 15-2	19
4.	Fees for preparation of planning permission application for erection of building	Table 15-5	20
5.	Fees for submission to National Physical Planning Council	Refer to rule 15(iii)	20
6.	Fees for preparation of amendments to approved layout plan for planning permission application.	Table 15-7	20
7.	Fees for preparation for extension or further extension of planning permission	Refer to rule 15(v)	
8.	Fees for preparation of planning permission for agriculture involving engineering work	Table 15-8	21
Supplementary Services			
9.	Fees for supplementary services	Refer to rule 16	21
Additional Services			
10.	Fees for additional services	Refer to rule 17	21

SECOND SCHEDULE
MODE OF PAYMENT OF PROFESSIONAL FEES

No.	Type of Service	Table No.	Page No.
Basic Services			
1.	Schedule of payment for preparation of layout plan for planning permission	Table 15-3 Table 15-4	19
2.	Schedule of payment for preparation of planning permission application for erection of building	Table 15-6	20
Supplementary Services			
3.	Fees for supplementary services	Refer to rule 16	21
Additional Services			
4.	Fees for additional services	Refer to rule 17	21

THIRD SCHEDULE
CONDITIONS OF ENGAGEMENT OF A BODY CORPORATE PRACTICING AS A TOWN PLANNER

<i>Body corporate practicing as a Town Planner who carries on business as a town planning consultancy practice.</i>	<p>1. (1) A body corporate practicing as a Town Planner who carries on business as a town planning consultancy practice shall provide town planning consultancy services as described in the scope of services incorporated in the Memorandum of Agreement between the body corporate practicing as a Town Planner and the client.</p> <p>(2) The Town Planning consultancy services provided by the body corporate practicing as a Town Planner shall be in accordance with the Town Planners Scale of Minimum Fees Rules 2022.</p> <p>(3) The body corporate practicing as a Town Planner shall be remunerated solely by fees payable by the client for town planning consultancy services provided by him.</p>
<i>Engagement of consultants by the client.</i>	2. A body corporate practicing as a Town Planner shall advise the client on the need for other consultants to be engaged for any part of the project and unless otherwise agreed upon, the consultants shall be engaged and paid by the client.
<i>Engagement of consultants by body corporate practicing as a Town Planner.</i>	3. A body corporate practicing as a Town Planner may be required to engage his own consultants and if the engagement is approved by the client, the fees which would have been payable to such consultants if they were separately engaged shall be paid through the body corporate practicing as a Town Planner.
<i>Coordination of consultants' works.</i>	4. A body corporate practicing as a Town Planner shall instruct the consultants and coordinate the consultants' works where required, whether the consultants are engaged pursuant to paragraph 2 or 3.
<i>Body corporate practicing as a Town Planner Town Planner not liable for acts etc. of consultants engaged by the client.</i>	5. Where consultants are engaged by the client for any part of the project pursuant to paragraph 2, the body corporate practicing as a Town Planner shall not be liable for their performance, acts or omissions.
<i>Body corporate practicing as a Town Planner responsible for acts etc. of consultants engaged by him.</i>	6. Where consultants are engaged for any part of the project pursuant to paragraph 3, the body corporate practicing as a Town Planner shall be primarily responsible for their performance, acts or omissions.
<i>Client's agreement.</i>	<p>7. (1) A body corporate practicing as a Town Planner shall obtain the written agreement of the client in respect of his remuneration for town planning consultancy services to be provided by him pursuant to subparagraph 1(1) within sixty days from the date the notification regarding such remuneration is duly served on the client.</p> <p>(2) Notwithstanding subparagraph (1), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (1) but the client agrees by his conduct to the conditions of engagement and the scale of professional fees and charges, the client shall for the purposes of subparagraph (1) be considered to have agreed to such conditions of engagement and scale of professional fees and charges.</p>

<i>Client to provide all information.</i>	8. The client shall provide the body corporate practicing as a Town Planner with all the necessary information on his requirements for the project to enable the body corporate practicing as a Town Planner to proceed with his work, including particulars concerning the survey and land title of the site, existing structures and features of the site, sub-surface conditions and adjoining sites, unless such particulars are agreed to be provided by the corporate practicing as a Town Planner under the Memorandum of Agreement.
<i>Client's authorized representative.</i>	9. The client shall designate, if necessary, a person authorised to act on his behalf in respect of the project.
<i>Termination of engagement.</i>	10. (1) The Memorandum of Agreement between the body corporate practicing as a Town Planner and the client may be terminated at any time by either party serving upon the other party a written notice of termination, where such termination shall take effect after a period of sixty days from the date of the written notice, or such shorter period as may be agreed upon between the body corporate practicing as a Town Planner and the client. (2) Notwithstanding the service of the notice of termination under subparagraph (1), the body corporate practicing as a Town Planner shall continue to provide town planning consultancy services until the date of termination of the Memorandum of Agreement.
<i>Body corporate practicing as a Town Planner to submit accounts.</i>	11. The body corporate practicing as a Town Planner shall submit his accounts to the client for the balance of fees due together with any other outstanding claims for reimbursable charges not later than thirty days from the date of termination of the Memorandum of Agreement.
<i>Appointment of another body corporate practicing as a Town Planner.</i>	12. In the event that the Memorandum of Agreement between the body corporate practicing as a Town Planner and the client is terminated for a reason, not due to the fault of either party, the body corporate practicing as a Town Planner shall, subject to the rights of either party in respect of antecedent breaches of the Memorandum of Agreement between the two parties, charge the balance of fees for town planning consultancy services rendered up to the stage of termination together with all reimbursable charges, and after the full settlement of all fees and charges due from the client, the body corporate practicing as a Town Planner shall issue a letter of release to the client and the client shall be entitled to appoint another body corporate practicing as a Town Planner to continue with the project.
<i>Copyright in respect of works executed by the body corporate practicing as a Town Planner.</i>	13. Pursuant to section 14 of the Copyrights Act 1987, copyright in all documents and drawings prepared by the body corporate practicing as a Town Planner including any works executed from such documents and drawings, shall remain the property of the body corporate practicing as a Town Planner, unless otherwise transferred to the client upon such terms and consideration as may be agreed between the body corporate practicing as a Town Planner and the client.

<i>Copyright entitlement to documents.</i>	<p>14. (1) Where the body corporate practicing as a Town Planner has rendered town planning consultancy services up to and has received his due fees, the client shall be entitled to reproduce the design for the purpose of implementing the project provided that the project is on the site on which the design was originally prepared.</p> <p>(2) The entitlement to utilize the original design as stipulated in subparagraph (3) shall be applicable to the maintenance, repair, renewal, reinstatement or modification of the project.</p>
<i>Delivery of documents upon termination.</i>	<p>15. Upon the termination of the Memorandum of Agreement between the body corporate practicing as a Town Planner and the client and the full settlement of all dues or upon the receipt of an acceptable guarantee of payment, the body corporate practicing as a Town Planner shall deliver to the client copies of drawings, specifications and other documents relating to the project that are in the possession of the body corporate practicing as a Town Planner</p>
<i>Mediation.</i>	<p>16. (1) In the event of any dispute between the body corporate practicing as a Town Planner and the client, whether arising during or after the rendering of town planning consultancy services under the Memorandum of Agreement, the parties may refer their dispute for mediation in accordance with the guidelines or circulars issued by the Board.</p> <p>(2) Prior reference of the dispute to mediation under subparagraph (1) shall not be a condition precedent for its reference to arbitration by either the body corporate practicing as a Town Planner or the client, nor shall any of their rights to refer the dispute to arbitration under paragraph 24 be in any way prejudiced or affected.</p>
<i>Arbitration.</i>	<p>17. (1) In the event of any dispute between the body corporate practicing as a Town Planner and the client, whether arising during or after the rendering of town planning consultancy services under the Memorandum of Agreement, either party shall give a notice in writing to the other party informing him of the matter in dispute and requiring its settlement.</p> <p>(2) The body corporate practicing as a Town Planner and the client shall appoint an arbitrator within fourteen days from the date of the notice.</p> <p>(3) If the body corporate practicing as a Town Planner and the client fail to appoint an arbitrator within fourteen days from the date of the notice, either party may submit a written request to the Chairman of the Board to appoint a person to serve as an arbitrator, whose award shall be final and binding on both the body corporate practicing as a Town Planner and the client.</p>
<i>Death or incapacity of body corporate practicing as a Town Planner.</i>	<p>18. (1) In the event of the death or incapacity of the body corporate practicing as a Town Planner who is a sole proprietor, the body corporate practicing as a Town Planner's engagement shall be regarded as terminated.</p> <p>(2) The client may, on payment of all outstanding fees and other dues in respect of the engagement of the body corporate practicing as a Town Planner, make use of all drawings and documents prepared by the body corporate practicing as a Town Planner, provided that they are only for the purpose of implementing the project on the site on which the design was originally prepared.</p>

<p><i>Abortive Fees.</i></p>	<p>19. Abortive Fees The abortive fees will be charged indirect proportion to the works stages that have already been accomplished in which—</p> <ol style="list-style-type: none"> The client 'instruction' for major substantial design changes/amendments to the client's approved proposal/drawings which has been completed; The client in decision to 'abort' the whole project/proposal or totally aborted; The client in decision to 'defer' the project/proposal implementation MORE than six (6) months; The client decided to 'sell-off or outright sales' of the project/proposal/property before, whilst or during implementation phase prior to the completion of the project; Termination of the 'Appointment of Consultant' or 'Memorandum of Agreement (MoA) by either party giving thirty (30) days of written notice or notification.
<p><i>Letter of Practical Completion (LPC).</i></p>	<p>20. The LPC MUST be issued by body corporate practicing as a Town Planner to the client upon completion and disbursement scope of works and subject to the settlement of outstanding payment of every stages completion and full settlements all dues. <i>(Sample in Appendix II)</i></p>
<p><i>Letter of Released (LoR).</i></p>	<p>21. The LoR MUST be issued to the client upon completion and disbursement scope or in the event that the agreement between the registered Town Planner and the client is terminated for a reason not due to the fault of either party, the client, shall, subject to the right of either party in respect of antecedent breaches of the agreement between the two parties pay to the registered Town Planner the balance of fees together with all reimbursement charges due to the registered Town Planner, after which the registered Town Planner shall issue a letter of release to the client and the client be entitled to appoint another registered Town Planner to continue with the assignment.. <i>(Sample in Appendix III)</i></p>

APPENDIX II

LETTER OF PRACTICAL COMPLETION (LPC)

Ref No:
Date
ADDRESS

Dear Sir/ Madam,

PROJECT TITLE
- Letter of Practical Completion (LPC)

Pursuant to the Memorandum of Agreement between the Client and the Body Corporate practicing as Town Planner for Town Planning Services, notice is hereby given that the works under the Agreement were completed on: (Date of Completion).

Kindly refer to the C1 Form by (local authority) attached with this letter.

Yours faithfully,

Signature
(Project Director)
Name of Company

APPENDIX III

LETTER OF RELEASE (LoR)

Date
ADDRESS

Dear Sir/ Madam,

PROJECT TITLE
- Letter of Release as Town Planning Consultant

We hereby discharge ourselves as the Consultant Town Planner and thus our responsibilities shall now cease. However, we wish to return our intellectual properties towards the said project, in which the project will be in our company profile and we will have the right to claim that we are the town planners/ consultant/ master planner for the above said project.

We thank you for the opportunity given to provide you with our services.

Yours faithfully,

(Project Director)
Name of Company