

PROCSA[®]

Professional Client/Consultant Services Agreements

CLIENT / CONSULTANT PROFESSIONAL SERVICES AGREEMENT

AMENDMENTS TO PREVIOUS AGREEMENTS

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EDITION 3.2 OCTOBER 2015 – refer to Ed 4.0 for these changes
Cover Page Date removed, logo amended
Preface Disclaimer and text changes
Table of Contents Clauses amended as follows: 14.0, 17.0, A8, A10, page numbering Further annexures
Terms and Conditions Clauses amended as follows: 1.1.2, 1.1.3, 1.1.10, 1.1.16, 1.1.17, 1.1.18, 1.1.19, 1.1.21, 1.1.23 and all reference to these clauses throughout 1.2, 1.3, 1.4, 1.5.2, 1.8, 1.10, 1.11, 1.12 3.1 4.1, 4.2 5.1, 5.4, 5.6 6.1, 6.2, 6.5, 6.6 7.1.3, 7.1.4, 7.2, 7.3, 7.3.3, 7.3.4 8.2 9.1 11.1.3 12.1.2, 12.1.5, 12.2 13.4, 13.5 14.0, 14.1 15.2 17.0, 17.1, 17.2, 17.3, 17.4, 17.4.2, 17.5, 17.6, 17.7 18.1, 18.2, 18.2.2, 18.2.3, 18.3, 18.3.1, 18.3.2

Annexure A The Schedule A8, A9
Deletion of the following clauses Definition 1.1.12, 1.1.21 Agreement 5.3, 5.3.1, 5.3.2 7.4, 7.4.1, 7.4.2 18.5

EDITION 3.1 FEB 2014	EDITION 3.2 OCTOBER 2015
Previous Scope of Services	Scope of Services
No provision for principal consultancy services	<p>The addition of “Basic principal consultancy” services where no project manager is appointed. This edition provides the facility to select whether these services will be provided or not by selecting “yes” or “no”</p> <p>The following agreements include this addition:</p> <ul style="list-style-type: none"> • Architect • Quantity Surveyor • Civil Engineer • Structural Engineer • Electrical Engineer • Mechanical Engineer • Wet Services
No provision for principal agency services	<p>The addition of “Basic principal agency” services where no project manager is appointed. This edition provides the facility to select whether these services will be provided or not by selecting “yes” or “no”</p> <p>The following agreements include this addition:</p> <ul style="list-style-type: none"> • Architect • Quantity Surveyor
EDITION 3.1 FEB 2014	EDITION 3.2 OCTOBER 2015
Previous Scope of Services	Scope of Services
	<ul style="list-style-type: none"> • Civil Engineer • Structural Engineer

	<ul style="list-style-type: none"> • Electrical Engineer • Mechanical Engineer • Wet Services
	Increased space for “Further Services” and “Further Deliverables”
	Removed “Additional Requirements”
General	General
	Updated Cover & Preface with Registration of PROCESA's Trademark

EDITION 3.0 JUNE 2012	EDITION 3.1 FEB 2014
Previous Clause	Amended Clause
<p>7.3 All claims against the consultant shall lapse after a liability period of five (5) years, which period shall commence on the earlier of:</p> <p>7.3.1 Practical or equivalent completion of the works</p> <p>7.3.2 Completion by the consultant of the services</p> <p>7.3.3 Suspension, postponement, expiry or termination of all the contracts</p> <p>7.3.4 Cancellation or termination of this agreement</p>	<p>7.3 The liability of the consultant shall be limited to defects notified within a period of five (5) years, which period shall commence on the earlier of:</p> <p>7.3.1 Ninety (90) days after practical or other equivalent completion of the works</p> <p>7.3.2 Completion by the consultant of the services</p> <p>7.3.3 Suspension, postponement, expiry, cancellation or termination of all the contracts</p> <p>7.3.4 Cancellation or termination of this agreement</p>
<p>8.2 The party responsible shall maintain the insurance policy for the duration of the liability period in terms of 7.3 and shall on request by the other party, provide proof of such insurance</p>	<p>8.2 The party responsible shall maintain such insurance for the duration of the liability period in terms of 7.3 and shall on request by the other party, provide proof of such insurance</p>