

## JOINT PRACTICE COMMITTEE

(WESTERN CAPE)

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CONSTITUENTS:  
CAPE INSTITUTE OF ARCHITECTURE  
SOUTH AFRICAN PROPERTY OWNERS' ASSOCIATION  
ASSOCIATION OF SOUTH AFRICAN QUANTITY SURVEYORS  
SOUTH AFRICAN ASSOCIATION OF CONSULTING ENGINEERS  
MASTER BUILDERS & ALLIED TRADES ASSOCIATION, W.CAPE

### Practice Note 2/2009

#### GOOD PRACTICE – MODEL DOCUMENTATION

##### Preamble

The use of model documentation in the building industry is an accepted and established practice in South Africa as well as in most other western economies. Model documents are drafted and issued by responsible forums where all players in the industry are represented.

The advantage of using model documentation is that there is a fair distribution of risk between the parties to the agreement. A further advantage is that the parties become familiar with their obligations and are in a position to enter into the building agreement with confidence. This is of great importance to the building industry as a whole, as it allows for quicker and lower tendering. The result is more efficient or more cost effective management of the entire project.

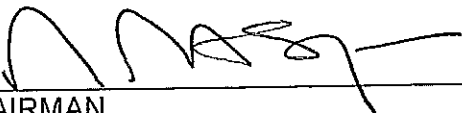
In spite of the advantages of using model documentation, it happens from time to time that for a particular project there is a need to deviate from model documentation. Such deviation should be justified by the nature of the project and not by individuals who may wish to unreasonably change the balance of risk to their advantage.

##### Procedure


The purpose of this paper is to spell out the procedure of good practice that should be followed if it is necessary to deviate from model documentation.

- 1 Amendments should be restricted to an absolute minimum and should be pertinent to the particular project.
- 2 All amendments should each be separately identified and clearly pointed out at the time of tender.
- 3 Amendments should be specific with regard to the explicit or inherent risks involved for the tenderer.
- 4 Amendments should be described in such a manner that the tenderer will be able to assess the risk involved.
- 5 The tenderer must be able to price the amendment. Unpriceable amendments should be avoided at all costs.

- 6 An amendment may have unintentional legal ramifications on the rest of the agreement and such possible ramifications must be thoroughly researched before the amendment is effected.
- 7 Following the general circulation of this Practice Note, appointed members of the constituent bodies of this committee will meet to discuss any alterations brought to the Committee's attention. In the event that those members agree that such alterations contravene the general intent of this Practice Note, then representations will be made to the firm issuing such amended documents, either before submission of tenders, if possible, but in any case shortly thereafter.

  
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CHAIRMAN

18 June 2009  
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DATE

  
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SECRETARY