
Code of Professional Conduct

Guidance Note 4

Appointments

4.1 Terms of Appointment

When proposing or confirming an appointment, a member should ensure that its terms and scope of works are clear and recorded in writing.

4.2 When contracting to supply architectural services, the terms of appointment should include:

- a clear statement of the client's requirements;
- a clear definition of the services required;
- the obligation to perform the services with due skill and care;
- the obligation to keep the client informed of progress;
- the roles of other parties who will provide services to the project;
- the name of any person(s) with authority to act on behalf of the client;
- procedures for calculation and payment of fees and expenses;
- any limitation of liability and insurance;
- provisions for protection of copyright and confidential information;
- provisions for suspension and determination
- provisions for dispute resolution

4.3 Any variation to a standard form of appointment (standard forms of appointment are outlined in the Annex) should be agreed with the client and clearly stated in the contract documentation. Members should take care that non-standard terms and conditions are:

- legally acceptable,
- compatible with other provisions,
- will not lead to excessive liabilities, and
- do not create conflicts of interest.

4.4 When accepting an appointment members should not undertake to provide services which they know, or ought to know, are beyond their competence or resources.

4.5 At the outset of any project, Members should provide the client with their terms and conditions of appointment. Members should ensure that the client understands that any work they undertake on the client's behalf will be according to those terms and conditions (including the method of calculating and paying fees).

Members should also make it clear to the client whether they will:

- charge for their initial visit, or
- undertake it speculatively (no fee), or
- undertake it 'at risk' (no fee unless the project proceeds)

The instruction to proceed with the work must be clearly understood by both parties. Where this is not in writing from the client (which may include an e-mail or text message), Members should make a note of the date and time, and what was said, when they receive the instruction orally, and keep that note in the project records. It is recommended that whenever an oral instruction is received from the client, Members should subsequently confirm it in writing back to the client (i.e. by letter, meeting notes or email).

4.6 Covering Absences

Members should make arrangements with an appropriately qualified person to run their office(s), administer their contracts and cover any other ongoing work during a period of planned absence. When this will affect current projects, clients should be informed of those arrangements.

4.7 Transfers of responsibilities

Members should not transfer or sub-contract their agreed responsibilities without first obtaining the written consent of the client.

4.8 Suspension and determination of an appointment

Members should not evade their contractual obligations by abandoning a commission without due reason or notice. Members should inform the client in writing of their intention to suspend or determine an appointment, explain their reasons for doing so, and confirm whether or not the client has a licence to use any information, including drawings, specifications, calculations and the like, prepared by the architect.

4.9 Professional Indemnity Insurance

Members practising as Architects in the United Kingdom must be registered at the Architects Registration Board and are obliged under the terms of the ARB's Code to hold professional indemnity insurance (PII). Members practising as a principal of an RIBA Registered Practice are also required by the Royal Institute to hold appropriate professional indemnity insurance.

When accepting an appointment members should:

- ensure that they hold appropriate PII cover;
- consult their insurer if there are any doubts about the terms of the policy in relation to the appointment; and
- confirm to the client that such insurance is held and the amount of cover available under the contract.

Further guidance on professional indemnity insurance is given in Guidance Note 5.

4.10 Taking over a previous appointment

Before accepting an appointment to continue a project started by someone else, members should ascertain from the potential client:

- that the previous appointment has been properly determined; and
- the client holds a licence to use any information, including drawings, specifications, calculations and the like, prepared by the preceding appointee; and
- that there are no outstanding contractual or other matters, which would prevent the member from accepting the appointment.

If there are any doubts, a suitable indemnity should be obtained from the client.

Further guidance on taking over someone else's work is given in Guidance Note 7.

4.11 **Fee Quotations**

When invited to quote for architectural or other services, members should ensure that they have sufficient information about the commission for the calculation of their fee. Any fee quotation should clearly indicate the type and extent of the services (a defined scope of works) to be undertaken for that fee, and will also enable any subsequent changes to be identified. Members should ensure that they have adequate and appropriate financial and technical resources and professional expertise to deliver the services offered.

GN4 ANNEX

Below are listed relevant contractual and statutory references current at the time of publication.

RIBA Forms of Appointment

The RIBA produces a range of appointment documents, which aim to allocate risk fairly between the parties. Members are not obliged to use RIBA Forms where acceptable alternatives exist, but they are encouraged to do so wherever possible for the benefit of both themselves and their clients.

- SFA/99 *Standard Form of Agreement for the appointment of an Architect.* The core form from which other RIBA forms are derived. Used with a Memorandum of Agreement.
- CE/99 *Conditions of Engagement for appointment of an Architect.* For use where a Letter of Appointment is preferred to the Memorandum of Agreement in SFA/99. Includes model letter with options for domestic and non-domestic clients.
- Amendment
DB1/99 *Employer's Requirements.* For use with the SFA/99 or CE/99 if the architect is acting for the employer under a design and build contract. Includes a replacement services supplement and notes on 'consultant switch' or 'novation'.
- Amendment
DB2/99 *Contractor's Proposals.* For use with SFA/99 or CE/99 if the architect is acting for the contractor under a design and build contract. Includes a replacement services supplement and notes on 'consultant switch' or 'novation'.
- SW/99 *Small Works.* For use when the services required are straightforward and construction work is not expected to exceed £150,000. Includes model letter with options for domestic and non-domestic clients.
- SC/99 *Form of Appointment as a Sub-Consultant.* For use when the architect appoints a sub-consultant to perform part of the architect's services.
- PS/99 *Form of Appointment as Planning Supervisor.* For use when the CDM Regulations require the appointment of a planning supervisor
- PM/99 *Form of Appointment as Project Manager.* For use where management services are provided beyond those provided by an architect under other RIBA forms.
- AMS/04 *Outline Plan of Work for Access Management Services.* For use with SFA/99, CE/99 or SW/99 where the architect is to provide services as specialist in connection with the Disability Discrimination Act 1995.

Relevant UK Legislation

The substantial majority of RIBA members practice in the United Kingdom, and the following legislation is relevant to professional appointments and fee recovery:

The Sale of Goods Act 1979
Supply of Goods and Services Act 1982
Defective Premises Act 1972
The Housing Grants, Construction and Regeneration Act 1996
Unfair Contract Terms Act 1977
Unfair Terms in Consumer Contracts Regulations 1994
Contracts (Rights of Third Parties) Act 1999
Late Payment of Commercial Debts (Interest) Act 1998
The Architect's Act 1997

Under the terms of the Housing Grants, Construction and Regeneration Act 1996 all construction contracts, which include professional services contracts, must include the following provisions:

- the right to refer disputes to adjudication;
- the entitlement to stage payments unless the project duration is less than 45 days;
- the means of calculating the amount due and the date on which it is due, and the final date for payment;
- payment may not be off-set or withheld unless a notice has been given particularising the amount to be withheld and on what grounds (cannot be issued after the final payment date);
- the right to suspend performance of the contract if the amount due has not been paid by the due date and no withholding notice has been issued – suspension on 7 days' notice;
- payment cannot be made dependent on the receipt of money from a third party.

Further Reading:

RIBA Code of Professional Conduct. 1997

ARB: Architects Code Standards of Conduct and Practice. 1999

The Architect's Contract: Guide to RIBA Forms of Appointment by Roland Phillips, RIBA Enterprises, 2nd edition, 2004

Architect's Job Book edited by Sarah Lupton, RIBA Enterprises, 7th edition, 2000

Architect's Handbook of Practice Management edited by Sarah Lupton, RIBA Enterprises, 7th edition, 2001

The Architect in Practice by David Chappell and Andrew Willis, Blackwell Scientific, 8th edition, 2000