
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 2007

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

RIBA Agreements 2007

The RIBA Agreements are based on the *RIBA Outline Plan of Work 2007* and aim to allocate risk fairly between the parties.

Each agreement is presented as a number of separate components to create a fully flexible system and is available in Architect or Consultant versions in printed and/or in on-line format in a print size to aid comprehension and assist the visually impaired.

Members are not obliged to use RIBA agreements where acceptable alternatives exist, but they are encouraged to do so wherever possible for the benefit of both themselves and their clients.

The Conditions of Appointment components are consistent with architects' codes of professional conduct. Apart from the Conditions, use of any other components is optional. On-line components in editable format can be customised to match the practice's house style and/or to meet the needs of the project in hand.

The Consultant versions are suitable as stand alone agreements or as companion agreements to the Architect versions and would be particularly suitable for use with a multi-disciplinary consultant team so that all consultants are on the same contract terms.

S-Con-07 *RIBA Standard Agreement 2007* comprises:
Standard Conditions, Project Data, Memorandum of Agreement, Design Services, Role Specifications, Fees and Expenses and Notes and Model Letter

The schedule of Role Specifications includes Project Manager, Lead Consultant, Lead Cost Consultant, Contract Administrator/ Employer's Agent, Lead Designer, Designers and CDM Co-ordinator

S-Con-07 is suitable for any commission or construction project where detailed contract terms are necessary and for projects using most procurement methods.

SS-CDS-07 - Contractor's Design Services is a supplementary design schedule for use with *S-Con-07* where the commission is to prepare a design for a Contractor's Development project or Contractor's Proposals for a design and build project.

C-Con-07 *RIBA Concise Agreement* comprises:
Concise Conditions, Services for a Small Project and Notes and Model Letter

C-Con-07 is suitable for a professional commission or construction project with simple contract terms where the client is acting for business purposes.

D-Con-07 *RIBA Domestic Project Agreement* comprises:

Conditions of Appointment for a Domestic Project, Services for a Small Project,
Notes and Model Letter and a Guide '*Working with an architect for your home*'.

D-Con-07 is suitable for use where the client requires work to his/her home. A client, who has elected to use these Conditions in his/her own name, will be a “consumer” to whom the Unfair Terms in Consumer Contracts Regulations 1999 apply.

SubCon-07 RIBA Agreement for the Appointment of a Sub-Consultant comprises:
Conditions of Appointment for a Sub-Consultant and Notes and Model Letter
SubCon-07 is for the appointment of a sub-consultant to perform part of the Services under the head agreement with the client.

On-line Services Schedules

Access Management Services and Client Guide
CDM Co-ordinator's Services
Design Services for a Historic Building or Conservation Project and Client Guide
Initial Occupation and Post Occupation Evaluation and Client Guide
Interior Design Services
Master Planning Services
Multi-disciplinary Services
Project Management Services

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 1999
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, except contracts with residential occupiers, 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 stating 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 Codes of Professional Conduct, 1997 and 2005 editions

ARB: Architects Code Standards of Conduct and Practice. December 1999

Guide to RIBA Agreements 2007

(and previously: The Architect's Contract: Guide to RIBA Forms of Appointment by Roland Phillips – 2nd edition, 2004)

Architect's Job Book, 7th Edition, 2000

Architect's Handbook of Practice Management – 7th edition, 2001

The Architect in Practice, 9th Edition, David Chappell and Andrew Willis 2005