
Code of Professional Conduct

Guidance Note 9

Complaints and Dispute Resolution

9.1 Members' complaint handling procedures

The Royal Institute recognises that in the course of their work members may occasionally be involved in disputes and complaints. Members are expected to deal with them effectively and fairly, and wherever possible members' practices should operate a procedure which:

- ensures that clients are informed of whom to approach in the event of any problem with the professional service provided; and
- handles disputes and complaints promptly.

Unless advised otherwise by their legal advisers, members should not ignore a complaint. It should be acknowledged and dealt with as appropriate to the grievance expressed.

9.2 Dispute Resolution

If a complaint or dispute cannot be resolved by a member's own procedures (as may be the case with a sole practitioner for instance), members and clients may make use of the Royal Institute's various independent Alternative Dispute Resolution (ADR) services, which include mediation, adjudication and arbitration. ADR is explained in more detail in the Annex, and for further details on the RIBA's ADR services, contact the RIBA Dispute Resolution Office (Tel – 020 7307 3649, Fax – 020 7307 3793, Email – adjudication@inst.riba.org).

9.3 Complaints to the RIBA about professional misconduct

A complaint or dispute concerning a member's performance is very different from a complaint about their professional conduct. A complaint about performance should be resolved by the member's own complaints procedures (see 9.1 above), or one of the ADR procedures (see 9.2 above and Annex). The RIBA's disciplinary process is unable to provide a solution to specific project or performance disputes. The RIBA's complaints and disciplinary procedures only deal with professional misconduct.

9.4 Complaint to the Architects Registration Board

In the UK complaints against a registered architect may also be made to the Architects Registration Board (ARB). Architects found to have breached the ARB's code, may be removed or suspended from the Register which means that they can no longer use the title 'architect'. If a member is sanctioned by the ARB for unacceptable professional conduct or serious professional incompetence, the RIBA's Disciplinary Committee has the discretion to impose a similar sanction.

GN9 ANNEX

Dispute Resolution and the RIBA

1. **Background:**

Alternative dispute resolution (ADR) grew out of a need for an effective alternative to litigation. In terms of statute, the most relevant Acts in the United Kingdom are the Arbitration Act 1996, and the Housing Grants Construction & Regeneration Act 1996 (HGCRA).

2. As a result of the processes set out in these Acts, the RIBA became an Arbitrator Appointing Body and an Adjudicator Nominating Body. The Royal Institute also offers a mediation service.

The differences between the available ADR processes

3. **Mediation**

Mediation, formerly known as conciliation, is an informal process which does not impose a resolution to a dispute. It relies on a willingness on both sides to co-operate. Any settlement arising out of mediation only becomes binding if all parties agree to its terms. It is essentially an opportunity for an experienced third party to assist a negotiated settlement.

Mediation is particularly suitable for assisting in the restoration of client-architect relations when there has been a falling-out between parties.

4. **Adjudication**

Adjudication is a formal and binding dispute resolution procedure. The key factor in adjudication, which differentiates it from other procedures, is that it is time limited. Under JCT contracts, for instance, once a dispute has arisen, a notice of adjudication should be given to the responding party with the aim of securing the nomination of an adjudicator, and referral of the dispute to that nominee, within 7 days. Once the matter has been referred to the adjudicator, that person will make a decision within 28 days.

5. The adjudicator's decision is immediately enforceable and binding until the dispute is finally determined by legal proceedings, by arbitration (if applicable) or by agreement. However, if the parties themselves agree to accept the adjudicator's decision as finally determining the dispute, it can be taken no further.

6. **Arbitration**

Arbitration is also a formal and binding dispute resolution procedure. It differs from adjudication in that it has no set time-scales. The arbitrator's decision is binding unless it is appealed and revised/overturned by the courts.

It is generally felt that arbitration is more suited to larger disputes of £10,000 or more.

7. The RIBA's Conditions of Engagement for the appointment of an architect contain an arbitration clause which enables disputes to be referred to arbitration. If a dispute arises, both parties should agree to the appointment of a particular arbitrator. If such agreement proves impossible within a specified time, the arbitrator may be appointed by application to the President (or a Vice-President) of the RIBA. (NB. the appointor under SFA92 however, is the President of the Chartered Institute of Arbitrators.)
8. If a dispute arises in a contract where there is no arbitration clause, the parties may make an ad hoc agreement (which should be in writing) to refer the matter to arbitration. Such an agreement may make provision for the arbitrator to be appointed by the President or Vice-President of the RIBA
9. The foregoing ADR processes are available through the Dispute Resolution Office at the RIBA.