

RIBA



Royal Institute
of British Architects

It's useful to know...

Guidance to help understand the architect's role in a building project and what happens if things get difficult

July 2010

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Please Note:

These notes are for guidance only. If you need additional legal or other specialist advice, you are recommended to seek professional assistance from an appropriate source (you will find contact details throughout the text).

Compensation and reparation

The Institute does not have a compensation fund and has no authority (i.e. statutory powers) to award damages or order members to refund fees, pay compensation or undertake remedial work.

Introduction

1. The foundation and role of the Royal Institute of British Architects

- i. The Royal Institute of British Architects (RIBA) was founded in 1834 and was granted its royal charter in 1837. It is a private membership organisation and its primary purpose is the advancement of architecture and its related arts and sciences.
- ii. The RIBA is a registered charity governed by an elected council of trustees. It is funded by member subscriptions, fees for services and the profits of a wholly-owned commercial subsidiary, RIBA Enterprises. No practitioner or student of architecture is obliged to join, although the substantial majority of architects practising in the United Kingdom are members. The RIBA also has an international membership throughout the rest of the world.
- iii. The Institute has around 28,500 fully qualified members (some 5,000 of whom live and work outside the UK), plus student members studying at schools of architecture worldwide; graduate members who are working towards their professional practice examination; and affiliates who are professionals in related fields.

2. Standards of conduct

- i. A high standard of professionalism is expected of our members at all times and they must abide by the terms of the [RIBA Code of Professional Conduct](#) in their professional work.
- ii. The Code comprises three guiding general principles relating to:
 - Integrity (Principle 1)
 - Competence (Principle 2), and
 - Relationships (Principle 3).

These principles are under-pinned by a series of related guidance notes:

Guidance Note	Related Principle(s)
1. Integrity, Conflicts of Interest, Confidentiality and Privacy, Corruption and Bribery	Principle 1, Principle 3
2. Competition	Principle 1, Principle 3
3. Advertising	Principle 1
4. Appointments	Principle 2
5. Insurance	Principle 2

Guidance Note	Related Principle
6. Continuing Professional Development (CPD)	Principle 2
7. Relationships	Principle 3
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3. The protection of title ‘architect’ in the UK (see Part 1)

- i. The law in the United Kingdom – the [Architects Act 1997](#) (following on from earlier legislation dating back to the 1930s) – requires any person who practices architecture in the UK using the title ‘architect’ to be registered at the [Architects Registration Board \(ARB\)](#). Only practitioners who have prescribed qualifications and experience can be registered by the ARB. Registered Architects have completed at least seven years academic and practical training and are highly skilled and qualified professionals.

Chartered Architects

- ii. While all practising ‘architects’ in the UK must be registered at the ARB, not all of them are members of the RIBA.
A fully-qualified RIBA member is entitled to call him or herself a ‘Chartered Architect’ and use the affix ‘RIBA’ after his or her name. For example:

John Smith RIBA Chartered Architect

.... provided that, if practising in the UK, he or she is also registered at the ARB. If not, that person is breaking the law, and could be prosecuted (see Part 1).

4. Using an architect

- i. Every engagement between an architect and client should be a positive and productive experience. A good working relationship is very important to ensure a successful project, and clients should be confident that they are properly informed about the services the architect has agreed to provide. It is not necessary for clients to understand the technicalities of the work, but before agreeing to proceed with a project they should discuss and agree in detail exactly what it is that they are engaging the architect to do for them. This should then be set out in writing in the architect’s terms of engagement. This is the architect’s contract.
- ii. The RIBA divides construction projects into Work Stages A-M: from conception, feasibility studies and design, to planning and Building Regulations applications, tendering for contractors, construction, fitting out and completion.
The RIBA Work Stages are recognised throughout the UK construction industry. In the agreed terms of engagement the architect should clearly

identify the work stages of the project for which he or she will be responsible. Any subsequent variations to the original terms of engagement should also be agreed and recorded in writing.

- iii. Clients, in turn, should be honest with their architect, and provide accurate information about their property, such as ownership rights, access and boundaries.

5. Understanding what architects do (see Part 2)

- i. Disputes can occur through an incomplete understanding of the architect's role and responsibilities in design, planning and construction processes. If insufficient information has been provided, incorrect assumptions can be made about the architect's duties in a project. **Part 2 (Explaining an architect's services)** offers a series of brief explanatory notes about architects' engagements and their various roles in a building project.

This is not an exhaustive list, but covers the typical areas of work on which an architect is usually engaged.

- ii. If you are dissatisfied with the architect's service and have a grievance as a result, **Part 3 (Dispute Resolution, legal action and negligence claims)** provides general information on your options for dispute resolution and/or seeking recompense.

6. If there's a problem, talking may help...

- i. It may be that the architect is simply unaware that there is a problem. So the first thing to do is to **talk with the architect**: explain what is wrong and see if it is possible to resolve the difficulty amicably between yourselves (see [Part 3, Section 2](#)). In many cases it is a failure in communication which is causing the problem so once communication is re-established, it is often possible for the problem to be discussed, addressed and resolved.
- ii. Sometimes it can be helpful to talk through the particular difficulty with someone else who understands how architects work. So consider contacting the **RIBA Information Centre** (Tel. 020 7580 5533) which is staffed by information specialists who will try to answer your questions or direct you to further assistance.

7. If more formal action is necessary... (see Part 3)

- i. If your initial informal approach is unable to settle the problem, you might need to consider resolving the matter through a more formal route of **dispute resolution**. These methods are **mediation, adjudication and arbitration** (see [Part 3, Section 3](#)), where an impartial third party is appointed to find a settlement.
- ii. In the most serious situations you could take **legal action** (see [Part 3, Section 4](#)) to enforce contract terms, claim damages for harm or loss, or claim the repayment of fees. If you believe the architect has been negligent, and you have supporting evidence, you can make a **claim of negligence** against the architect's practice (see [Part 3, Section 5](#)).

8. A complaint, rather than a resolution (See Part 4)

- i. As an alternative to seeking some form of redress, you can make a formal allegation of professional misconduct or incompetence against the architect, see [Part 4 \(Formal Complaints\)](#). You have two options:
- ii. Complain to the Architects Registration Board (ARB).

You can make a formal complaint of unacceptable professional conduct or serious professional incompetence against an architect to the ARB. If, after a subsequent investigation and hearing, the ARB's Professional Conduct Committee (PCC) upholds charges against the architect, he or she can be sanctioned. The PCC can reprimand, fine, suspend or erase an architect from the Register. If a person is 'struck off', he or she will no longer be legally entitled to practice architecture in the UK under the title 'architect'. If a person is suspended from the Register, he or she will be unable to practice architecture as an 'architect' for the duration of the suspension.

- iii. Complain to the Royal Institute of British Architects

And/or you can make a formal complaint to the RIBA that a member has breached the Code of Professional Conduct ([see Part 4, Section 2](#)). If, after a subsequent investigation and hearing, a hearing panel decides that the member has breached the Code, he or she can be sanctioned. The hearing panel can reprimand, suspend or expel a member. A person who has been suspended or expelled will lose his or her 'chartered' status and the entitlement to use the 'RIBA' affix. Those entitlements will only be restored if, or when, membership is resumed.

9. Important Notice:

- i. Making a complaint of professional misconduct or incompetence does not provide a solution to a dispute.
- ii. It is important to note the difference between pursuing dispute resolution and making a complaint: dispute resolution is intended to find a solution to a problem. The outcome sought is, for example, the resumption of a professional relationship where communication has broken down, or a settlement over disputed fees, or an agreement about contract terms. Such an outcome will not be achieved through the disciplinary investigation of a complaint. The purpose of a disciplinary procedure is to determine whether or not a professional person has breached his or her code of conduct. If, ultimately, the investigation into a complaint concludes that the architect is guilty of professional misconduct or incompetence, he or she can be sanctioned. But neither the ARB nor the RIBA can, as a result of their disciplinary processes, compel an architect to make a settlement with a complainant.

10. How to decide what to do

- i. The various options for action outlined in paragraphs 7 and 8 above are not mutually exclusive. If you wish to, you may follow more than one – for example, you can take legal action as well as making a formal complaint. However, if you do, please bear in mind that they are likely to be undertaken consecutively rather than at the same time. Legal action or a negligence claim will generally take precedence over the investigation of a formal complaint. The outcome of litigation or a claim will be taken into account in any subsequent disciplinary investigation. You may have to wait for several months, if not longer, before these proceedings are concluded, and while

there are no fees attached to making a complaint to the ARB or RIBA, you are likely to incur costs with the other options which may not be recoverable.

11. RIBA Sources of Information:

The RIBA operates an [Information Centre](#) which anyone can contact with questions relating to any aspect of architecture:

tel. 0906 302 0400 (calls cost 50p per minute),

fax. 0207 631 1802,

e-mail: info@inst.riba.org

The [RIBA Bookshop](#) tel. 0207 251 0791, stocks an extensive range of architecturally-related publications, from contract and practice documents to fiction involving architects.

[RIBA Client Services](#)

tel. 0207 307 3700, will be able to provide you with names of other members in your locality and also nominate architect experts if you need more specialist assistance.

Using an architect

On the premise that you can never have enough information, have you seen the RIBA's 'Client's Guide to Engaging an Architect'? It covers the role of both client and architect and can be purchased from RIBA Bookshops.

Further information can be found on the RIBA web-site at www.architecture.com under 'Find an architect'.

Part 1: Protection of title

Introduction

In some countries, including the United Kingdom, the title ‘architect’ is legally protected and practitioners of architecture are required by law to register at a statutory registration body if they wish to use it.

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1. The Law

In the United Kingdom the Architects Act 1997 [Architects Act 1997](#) (following on from earlier legislation dating back to the 1930s) requires any person in the UK who practices architecture using the title ‘architect’ to be registered at the [Architects Registration Board \(ARB\)](#) . Only those persons who have prescribed qualifications from a recognised school of architecture (including the RIBA Part III examination – practical experience – or its equivalent) can be registered by the ARB. Registered Architects have completed at least seven years academic and practical training and are highly skilled and qualified professionals.

2. Chartered Architects

All practising ‘architects’ in the UK must be registered at the ARB, but not all of them are members of the RIBA. Only a fully qualified RIBA member is entitled to call him or herself a ‘Chartered Architect’ and use the ‘RIBA’ affix after his or her name see [Guidance Note 3 of the Code of Conduct](#)

E.g.

**John Smith RIBA
Chartered Architect**

However, if Mr John Smith is practising in the UK, he must also be registered at the ARB. If not, Mr Smith (and any one else like him) is breaking the law, and could be prosecuted (see below).

3. What constitutes practising ‘architecture’

The ARB has issued a guidance note (on Section 20 of the Architects Act 1997) which includes a list of the type of activities it will treat as ‘practice or business related to architecture’. These are :-

- Arbitration
- Building contracting
- Building services engineering
- Conservation
- Expert Witness

- Interior Design
- Project Management
- Space planning
- Structural engineering
- Surveying

This list is not exhaustive, merely illustrative of those activities the ARB regards as demonstrating the practice of architecture. Therefore, any person undertaking any of these functions while calling him or herself an ‘architect’ is legally required to be registered.

4. Checking RIBA Membership and ARB Registration

- i. RIBA members are included in the on-line [RIBA Members Directory](#) which is regularly updated. If you cannot find the name, you can phone the Membership Department on 020 7307 3800.
- ii. You can check whether the person is registered at the Architects Registration Board by searching the [ARB Register](#) or phone the ARB on 020 7580 5861

5. Misrepresentation

While the great majority of architects practising architecture in the UK are members of the RIBA, not all of them are, nor necessarily is someone who uses the title ‘architect’ registered at the ARB. It is therefore important to check the status of the person about whom you are concerned.

- ii Reporting Misuse of Title (breach of the Architects Act 1997)

If you discover that someone is using the title ‘architect’ while not on the Register of Architects, you should contact the ARB (tel. 020 7580 5861; address: 8 Weymouth Street, London, W1W 5BU, e-mail: info@arb.org.uk) with your evidence. If necessary, the ARB will prosecute and the court can impose a substantial fine on those found guilty. You could also report the misuse of title to your local [Trading Standards](#) office as occasionally the TSO will prosecute as well.

- iii. Misrepresentation of RIBA membership

If you discover that a person is using the title ‘Chartered Architect’ and the RIBA affix without being a member of the Institute, please write to the Membership Department at 66 Portland Place, London, W1B 1AD with the evidence, and we shall take the necessary steps to ensure that the person concerned ceases the misrepresentation.

6. Maintaining competence

All architects practising in the UK are expected to ensure that their competence, skills and knowledge are maintained and constantly updated through [Continuing Professional Development \(CPD\)](#)

At the RIBA, CPD is both a Code of Professional Conduct (see Part 3, Section 6) and membership requirement. The Institute operates, and monitors compliance with, a CPD scheme which includes a core curriculum of subjects which the RIBA regards as essential, and obliges members to undertake at the very least, a specified minimum number of hours (35) of CPD every year. A health and safety element is compulsory.

Part 2: Explaining an Architect's services

Introduction

The root cause of disputes and complaints against architects is often an incomplete understanding of the architect's role and responsibilities in design, planning and construction processes. If insufficient information has been provided, incorrect assumptions can be made about the architect's duties in a project. The purpose of this section is to provide brief explanatory notes on the services typically provided by an architect in a building project.

Special services or arrangements may be individually negotiated with the architect.

Please Note:

Right at the outset of a project with an architect it is important to be aware that if permissions or approvals are required from local authorities the decision is out of the architect's control and cannot be guaranteed. Similarly building products, or the performance and quality of the work of others, cannot be guaranteed by the architect. Projects can over-run due to any number of circumstances over which the architect has no control, not least of which is bad weather.

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Finance and Contracts

1. Architects Fees and Appointments

- i. Information on architects' fees may be found in a leaflet entitled ['Working with an Architect for your home'](#) which you can download from the RIBA web-site, and in an annual report: 'Architects fees: a survey of the fees charged by private architectural practices', 2007 edition, available from The Fees Bureau, a division of Mirza & Nacey Research. There is no fixed fee scale in the UK, so an architect will charge a fee taking into account the requirements of the project, his or her skills, experience, overheads, the resources needed to undertake the work, profit and competition.
- ii. Before the fee can be agreed, both architect and client should establish:
 - the project details and services to be provided
 - the procurement method
 - an approximate construction cost
 - the project timetable.
- iii. The architect should set out the project details clearly, in writing, along with his or her terms and conditions of engagement and the procedures for the calculation and payment of fees and expenses. The architect may use the RIBA's Standard Form of Appointment, a bespoke contract or an exchange of letters.

2. Methods of calculating fees include:

- a quoted percentage of the final cost of the building work, or
- a fixed or calculated lump sum or sums, or
- time charges, or
- another agreed basis.

Different methods of calculating fees may be used for different stages in the project but the architect and client should agree to this at the outset.

3. Additional fees

- i. Additional fees are normally payable to the architect if, for reasons beyond his or her control, he or she is involved in extra work or extra expense is incurred.
- ii. For instance, if you
 - repeatedly ask your architect to revise the scheme, or
 - make constant alterations at a late stage in the detailed drawing preparation, or
 - ask your architect to undertake additional work (beyond that which was anticipated and agreed at the outset) -this may include deductions in the scope or substitution of materials/components, it is only reasonable that you should pay additional fees, unless you have reached an agreement that such work will be free of charge.
- iii. As the project develops the cost estimates are likely to change and therefore if the fee is a percentage of the construction cost, it will be calculated on the estimated cost at that particular work stage. The fee for subsequent work stages may be calculated on a different estimated construction cost.

4. Estimates of building costs

At the early consultation and ideas stage, it is notoriously difficult to attach an accurate estimation of what the construction costs will be for any but the simplest building projects. Market conditions may change, and in an area of, or at a time of, high demand for good builders, tenders can come back much higher than originally forecast.

5. Progress

Architects are expected to keep their clients informed of progress with their project, and to alert them straight away to any changes. Where changes to the agreed terms and conditions or service are necessary, the architect should set these out in writing and make sure the client understands and agrees with them.

Statutory Approvals and Contract Administration

6. Planning permission and Building Regulations approval

No architect can guarantee that planning permission and/or Building Regulations approval will be granted because these decisions rest with the local authority. When engaged to submit an application, the architect should ensure that it meets the local authority's guidelines and statutory requirements so it has the best chance of success. The client will generally be responsible for providing the architect with accurate information about site boundaries, access and ownership rights.

7. Planning permission – for the design:

- i. Unless a project falls within the scope of Permitted Development (applicable to certain minor types of building work like small conservatories, for instance), all building projects must have planning approval.
- ii. The Department for Communities and Local Government has an information booklet, [‘Planning: A Guide for Householders’](#).
- iii. Planning permission is the responsibility of the local authority planning department which is concerned with the visual appearance of the proposed work, its height and size and whether it is sympathetic to its location, whether it will overlook neighbouring properties, its distance from the road, and whether it conforms to the local plan. The local authority will often specify that it requires sections and elevations at a scale of 1:100. At such a scale, the amount of detail possible on a drawing is constrained. Some authorities allow for minor modifications to the design after it has been approved, others require the entire application to be re-submitted. Therefore it is unwise to change the design once planning permission has been granted.

8. Building Regulations Approval – permission to build

- i. This is the responsibility of the local authority building control department which deals with the [Building Regulations](#). Detailed drawings including itemised notes and specifications on how the building is to be built are required. These drawings must identify the materials to be used and detail the

construction's compliance with all relevant Building Regulations and any other statutory requirements (health and safety, disabled access etc.). Therefore, Building Regulations drawings are generally far more detailed than the drawings and design information required for planning approval. The Building Control Officer (BCO) will visit the site at key stages in the construction for inspections to ensure compliance with the Building Regulations. If the BCO has not been present to witness the constructions of, for instance, the foundations, he or she has the power to order anything constructed over them to be opened up so that the inspection can be carried out.

- ii. Every project for which permission is required will need approvals from both departments, and application fees must be paid to the local authority for both planning and Building Regulations. The client usually pays these directly to the local authority, and not as part of the architect's expenses.

9. Building Contract administration

- i. A contract is a vital document as it is a legally-binding commitment between the builder and the client to deliver the project. The architect administers this contract impartially between both parties (client and contractor), although the architect's fees are generally paid by the client.

The architect will then be responsible for ensuring that the contract documentation is appropriate (there are many different types of contract) and accurate and all items under the contract, such as variations and certificates, are properly signed and issued. He or she will carry out periodic site visits to monitor progress. The architect will make a professional judgment regarding the required frequency of these visits, unless an alternative programme of visits has been agreed with the client.

- ii. The day-to-day supervision of the build itself will be the responsibility of the contractor, who is also responsible for ensuring that the structure is built in compliance with the building contract, the planning permission, Building Regulations and Health and Safety requirements.
- iii. As a party to the contract, a consumer client (usually an individual carrying out a personal project) has rights under the Unfair Terms in Consumer Contracts Regulations 1999 (Statutory Instrument 1999 No. 2083) which may be found at www.opsi.gov.uk/si/si1999/uksi_19992083_en.pdf
As consumers, clients will in any case have protection under general consumer legislation.

10. Monitoring Construction

- i. An architect engaged to monitor construction of the project (which should not be confused with contract administration) will be responsible for checking that the construction conforms to the planning permission and Building Regulations and all stages are properly completed to a satisfactory standard of workmanship insofar as can be determined by visual inspection. This will involve periodic site visits to monitor progress (visually), but will not normally involve the architect in detailed checking of dimensions or testing materials. The contractor, on site, will supervise the work on a day-to-day basis and be responsible for the proper carrying out and completion of construction works and for health and safety provisions on the site.

- ii. Some architects will offer more detailed inspection services for an additional fee.
- iii. If the architect is neither administering the contract, nor monitoring the construction, he or she may undertake site visits at the client's request, in order to advise on progress. In this role of project adviser, it is understood that the architect will be acting for the client, and not in the neutral, impartial role required of a contract administrator or construction overseer.

11. Time Over-runs

The architect is not responsible for managing the builder's programme of works, nor for organising the work on site – responsibility rests with the builder/contractor, including the responsibility to notify expected problems. The architect is however in a position to advise the client on the circumstances and if those are reasonable may, on the client's behalf and if acting as contract administrator, award extensions of time. Such work which is beyond the architect's control may result in additional fees.

12. Other Consultants

The architect is not responsible for the work undertaken by any other consultant (such as a structural engineer) engaged on the project. Other consultants will usually be engaged directly by the client and fees should be paid directly to them. It is possible to engage an architect to provide all consultancy services. In this arrangement the other consultants are sub-consultants of the architect and responsible to him or her rather than the client direct. They are then paid by the architect whose fees will reflect this.

Architects certificates

NB. Architects Certificates are not warranties or guarantees.

There are different types of certificate, the most common of which are:

13. Certificates issued under a building contract

- i. If the architect is administering the contract he or she will issue a certificate at various stages in the construction, which will normally trigger client payments to the contractor. Typically these are:
- ii. Interim Certificates which confirm that work has been carried out to the architect's satisfaction, as determined by visual inspection (see section 10 (Monitoring Construction) above). These certificates will be used as authorisation for the next tranche of payment for the works (and will sometimes identify an amount of retention from the full amount).
- iii. Practical Completion Certificate transfers possession of the building to the client, and the Making Good Defects Certificate trigger the release of the retention.
- iv. The Final Completion Certificate will only be issued when the architect is satisfied that there has been full compliance with the contract.

- v. However, few small-scale domestic projects will use the type of building contracts which require all of the above certification.
- vi. Architect's Independence

In issuing certificates under a building contract the Architect must remain independent and impartial and so will not always be able to comply with a client's wishes if those wishes conflict with the architect's professional judgment.

14. Professional Consultant's Certificate

These certificates are often independent of appointment/building contracts and are sometimes required by mortgage companies and other lenders that are members of the [Council of Mortgage Lenders](#). These are generally used for new residential projects where the builder is not providing an [NHBC](#) or other warranty. If not a part of the initial commission, but asked for later in the project, an additional fee will be required for the provision of these certificates.

Other Matters

15. Copyright

Unless an alternative agreement has been made, the architect owns the copyright in the drawings and documentation produced in the course of the project. The client will usually have a licence to copy and use them only for purposes related to the project. If stage payments have been made to the architect, and the stage involving the planning submission has been completed and paid for, then the client has the right to use the relevant drawings for the purpose for which they were prepared (i.e. the planning application), regardless of any subsequent dispute which results in the withholding of fees owed for any following project stages.

16. Reasonable skill and care

Architects are expected to exercise reasonable skill and care when carrying out their work. This means that they should be suitably qualified, have adequate resources to meet the project's requirements and the necessary proficiency to fulfil their instructions satisfactorily. They should ensure they are informed and up-to-date with guidelines and statutory requirements relating to the project. A failure to exercise reasonable skill and care is not necessarily an indication of either professional misconduct or incompetence.

17. Requirements under the law

- i. Complying with legislation is a prerequisite. The RIBA Code of Professional Conduct has been drafted to complement the law and there is no reason for any conflict to arise.
- ii. RIBA Members are expected to conduct their practice of architecture in accordance with all relevant legal requirements, (such as business, tax, discrimination, disability and employment law), without it being necessary to mention specific legislation in either the Code or guidance notes. A breach of the law, as evidenced by a finding in a recognised court or tribunal, may be

considered as evidence against a member, should a complaint about his or her professional conduct be made.

Part 3: Disputes, legal action and negligence claims

Introduction

If you believe an architect has fallen short of expected high standards of professionalism such that you have suffered a loss or damage, this section provides information on the different forms of dispute resolution available, seeking recompense through legal action and claims of negligence.

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1. Establishing RIBA Membership and Registration

- i. If you have a problem or dispute with someone you believe is an RIBA chartered architect, first of all confirm that he or she is, in fact, a member. Members are listed in the on-line [RIBA Members Directory](#) or you can phone the Membership Services Department on 020 7307 3800 to check. Only a fully qualified RIBA member is entitled to call him or herself a 'Chartered Architect' and use the 'RIBA' affix.
- ii. You can check whether the person is registered at the Architects Registration Board by searching the [ARB Register on-line](#) or phone the ARB on 020 7580 5861 to establish whether the architect is currently registered.

2. What to do first

- i. If, unfortunately, things start to go wrong it is always best to try to talk to your architect before considering taking matters any further.

Be prepared for your conversation:

- check your appointment agreement (i.e. the terms of engagement with the architect) which you should have agreed together at the outset. These should have been set out in writing by the architect (see Section 7 below)
- Remind yourself of the specific services he or she (or the practice) was contracted to provide, plus any particular requirements that were part of your agreed brief (such as the project budget or timetable)
- Identify where you believe the requirements of your agreement have not been met.

- ii. However, if communications have broken down already, and/or you do not want to have such a discussion without some kind of assistance, the RIBA

mediation service (see Section 3 below) will be able to nominate a third party mediator.

- iii. Read these notes carefully before deciding on a course of action, and in particular, see if there is an explanation in Part 2 which is useful to you.

3. Seeking a resolution

- i. The most common cause of complaint from clients is a misunderstanding about, or dissatisfaction with, their architect's services. If this is the reason for your complaint, and your main priority is to sort out the problem, then the Institute may be able to help you through one of our dispute resolution services (mediation, adjudication and arbitration – collectively known as 'ADR'-alternative dispute resolution)

- ii. Mediation

This is an informal procedure aimed at resolving difficulties which have arisen between an architect and client. It is particularly suitable when the relationship has broken down and communication has become a problem. The mediator can act as the intermediary to try to re-establish good working relations. The mediator will assist in negotiations between both parties, either with everyone present, or separately, to try to reach a solution. Mediation does not of itself impose a resolution. The settlement eventually reached will only become binding with the consent of all the parties. The RIBA can nominate a mediator for you from our list of approved mediators.

- iii. For information on fees and contact details visit the [mediation web-site](#)

- iv. Adjudication

This is a method of resolving contractual disputes. The scope for statutory adjudication was set out in the [Housing Grants, Construction and Regeneration Act 1996](#). The Act provides a statutory right to adjudication in most building contracts (except contracts with a residential occupier), and contracts for architect's services. It is intended to be more cost-effective and faster than either arbitration or litigation. It is most frequently used to ensure payment, but any other type of dispute about the contract can also be adjudicated.

- v. The adjudicator's decision is generally made within 28 days of referral and is enforceable in the courts. Unless the parties agree to be bound by the decision, it is temporarily binding until finally resolved by Arbitration or Litigation.

- vi. Where the right to adjudication is supplied by the Act and the contract does not name an adjudicator or an adjudicator-appointing body other than the RIBA, then either party may apply to the Institute for nominations.

- vii. Where statutory adjudication is not applicable, many standard contract forms provide schemes for voluntary adjudication generally modelled on the statutory scheme.

The RIBA List of Adjudicators

- viii. The List is composed of architects, engineers, quantity surveyors and lawyers who are all suitably qualified, trained and experienced, and required to

undertake specialist CPD annually. They have all taken a written test, and additionally may also have been interviewed, to ensure they are properly qualified and skilled for inclusion.

- ix. For information on fees and contact details visit the [adjudication web-site](#)

Arbitration

- x. Many building contracts and contracts for architects' services contain a provision for disputes to be resolved by arbitration. Frequently, the President of the RIBA is specified in the contract as the appointor of the arbitrator.
- xi. If there is no such a provision in your contract, you may nevertheless still agree with the other party to resolve your dispute through arbitration, and further agree to make a joint request to the President of the RIBA to make the appointment.

The President's List of Arbitrators

- xii. The List comprises those whom the President has chosen on the recommendation of the President's Advisory Committee on Dispute Resolution. The Committee will have satisfied itself that every person it recommends is capable of fulfilling the duties of an arbitrator, with sufficient legal understanding and practical expertise to deal with the types of dispute for which appointments will be requested.
- xiii. The List is composed of architects, engineers and quantity surveyors. Of these, some are additionally qualified as solicitors or barristers.
- xiv. For information on fees and contact details visit the [arbitration web-site](#)

4. Seeking legal advice and taking legal action

- i. Before embarking on any legal proceeding (including the options outlined above), it is wise to seek advice from a construction lawyer and/or an expert. A specialist solicitor or another architect will be able to advise you about the best course of action for your particular dispute and the likely costs and risks involved in pursuing it. Make sure that the solicitor you engage is proficient in construction law and contracts. [The Law Society](#) (tel. 0870 606 6575) can help you find an appropriately-qualified solicitor in your locality. The RIBA's [Client Services Referrals](#) (tel. 0207 307 3700) will be able to provide you with names of architects who act as experts. Pursuing litigation to resolve conflicts over design and workmanship requires skill and knowledge, so be cautious about appointing a solicitor with no experience in this area.
- ii. Taking legal action is a serious, and potentially expensive step to take, so do not pursue it lightly. But if you are confident you have sufficient evidence to demonstrate that the architect has breached the terms of his or her contract, reparation (i.e. an order to undertake remedial action or pay damages) may be pursued through litigation.
- iii. If the sum of money you wish to dispute or recover through legal action is less than £5,000, your claim can be pursued in the [Small Claims Court](#). So, while litigation in a higher court (such as a county court or the Royal Courts of Justice) can be extremely costly, using the Small Claims Court is intended to be as inexpensive as possible. However, whenever legal action is taken you

must be prepared to risk losing, in which case costs could be awarded against you.

- iv. While architects are expected to set out their terms and conditions of engagement in writing (see Part 2), if you do not have a written contract you may still have grounds to take the matter to court – seek legal advice to see if you have a case. Courts can recognise a ‘verbal agreement’ or ‘contract by conduct’ in the absence of a written contract.
- v. In certain circumstances, you may qualify for [Legal Aid](#)

5. Insurance Claims

- i. The Institute expects all its practising members to be covered by appropriate insurance against claims relating to professional negligence. (The Architects Registration Board specifies a mandatory minimum level of £250,000 Professional Indemnity Insurance (PII) cover).
- ii. The RIBA does not specify either the type of cover or a minimum level because we recognise that different types of insurance are applicable to different circumstances and potential liabilities. But the Institute does specify that all Chartered Practices must have adequate PII protection. We will have declarations from the principals of Chartered Practices that PII is held, but we do not have copies of members’ policy documents. Please note that a client/claimant is not entitled to know the identity of an architect’s insurer, nor see a copy of the insurance certificate. There are no particular reasons why an architect may wish to withhold this information but he or she is under no obligation to provide it.
- iii. Please note that if you do acquire the contact details of the architect’s insurers, they are unlikely to respond to unsolicited correspondence before they receive formal notification of the claim from the architect (see point v. below).
- iv. To succeed in a financial claim against the architect, you must prove breach of contract or negligence, and loss. Where technical or professional negligence is alleged it is normally necessary to support your case with, for example, the opinion evidence of an expert. The RIBA holds a list of suitably qualified experts and RIBA [Client Services Referrals](#) (tel. 0207 307 3700) will be able to provide you with names in your region.
- v. If you are able to show adequate proof, and you wish to make a claim for costs/compensation arising from an architect’s negligence you should write directly to the practice. All PII policies require the architect to ‘notify’ potential claims to the insurer. So from the point of notification you should expect to be in correspondence with the insurer regarding matters related to the claim – usually via a broker or appointed claims handler (who may be a solicitor).
- vi. If you are going to make a substantial claim against an architect’s insurance policy and are prepared for the insurers to defend it rigorously, also be prepared to wait months for it to be settled. Furthermore, you must accept the risk that you could lose with costs awarded against you.
- vii. NB. Data collected from actual claims over a number of years shows that the split between damages and costs is about 40% damages, 60% costs.

Part 4 – Formal Complaints

Introduction

As an alternative to seeking some form of redress against an architect (see Part 3), you can make a formal complaint of professional misconduct or incompetence to the [Architects Registration Board](#) or the [RIBA](#)

Contents

This section is divided into the following areas:

1. Establishing RIBA Membership and registration
2. Formal complaint to the Architects Registration Board
3. Formal complaint to the RIBA
4. The RIBA Complaints Investigation Procedure

Applicability:

Anyone can make a complaint against an architect, you do not need to be a client. But please bear in mind that a complaint against an architect in a personal capacity (e.g. which has nothing to do with his or her professional practice) is unlikely to be accepted for investigation, unless the personal behaviour is having, or had, a direct impact on the architect's professional work.

Simultaneous actions -order of Precedence

If you are undertaking a dispute resolution procedure, legal action, or making a claim against a practice, you may also make a formal complaint about an individual architect's conduct or competence. But in most cases its investigation will be postponed until the other action has been concluded. The outcome is often relevant to the complaint.

If you submit your complaint to the ARB and the RIBA at the same time, the ARB's investigation will take precedence. The Institute will require the member to respond to a 'letter of inquiry' in order to procure evidence from both sides for later reference. But it will then suspend any further investigation until the ARB reaches a decision.

1. Establishing RIBA Membership and Registration

- i. If you have a problem or dispute with someone you believe is an RIBA chartered architect, first of all confirm that he or she is, in fact, a member. Most members are included in the on-line [RIBA Members Directory](#) or you can phone the Membership Department on 020 7307 3800 to check. A fully qualified RIBA member (see below) is entitled to call him or herself a 'Chartered Architect' and use the 'RIBA' affix and crest
- ii. You can check whether the person is registered at the Architects Registration Board by searching the [ARB Register](#) on-line or phone the ARB on 020 7580 5861.

2. Formal complaint to the Architects Registration Board

- i. Background

The Architects Registration Board maintains the Register of Architects. It registers those persons who have prescribed academic and practical architectural qualifications and experience, and operates a disciplinary procedure through which a registered person found guilty of unacceptable professional conduct or serious professional incompetence can be sanctioned (see paragraphs vi and vii below). The sanctions available are:

- a reprimand
- a penalty order (fine)
- suspension
- erasure from the Register.

- ii. The ARB publishes the [Architects Code](#) which has 10 standards dealing with conduct and competence, and two standards relating to client service and complaints.
- iii. According to the Architects Act 1997, an architect's failure to comply with the provisions of the Code does not necessarily constitute unacceptable professional conduct or serious professional incompetence, but may be taken into consideration in disciplinary proceedings.

- iv. Making a complaint

To pursue a complaint against an architect at the ARB you will have to complete a complaints form and submit it, with evidence, to:

Architects Registration Board
8 Weymouth Street
London W1W 5BU
Tel. 020 7580 5861.

- v. You can download information on the ARB's complaints procedure from its web-site ([Architects Registration Board](#))

- vi. The ARB investigates complaints against registered persons in accordance with its Investigation Rules and [Professional Conduct Committee Rules](#)

In the more complex cases, an investigator will be appointed to visit the architect and produce a report.

- vii. If the case appears to be substantiated, a report will be made to the ARB's Professional Conduct Committee including formal charges (drafted by the Board's solicitor) of unacceptable professional conduct or serious professional incompetence. The Professional Conduct Committee will consider the charges at a public hearing. As the complainant, you may be called to attend the hearing as a witness. If the charges are upheld, the Committee can impose a disciplinary order – i.e. a sanction (see i. above).

- viii. Loss of title

A person who is either suspended or 'erased' (struck off) the Register, either temporarily or permanently, must cease practising architecture under the title 'architect' in the UK. But, since the ARB deals with protection of title, not function, he or she can nevertheless continue to practice as before, but it must be under a different, unprotected, title such as 'designer' or 'consultant'.)

3. Formal complaint to the RIBA

i. Background

Not all practising architects in the UK (i.e. registered at the ARB) are members of the RIBA. And nor are all RIBA members registered (it is not a membership requirement) – unregistered members may work in other fields, or not at all. Regardless of whether a member is registered or not, all members must abide by the [RIBA Code of Professional Conduct](#)

Those members who are registered at the ARB must therefore conduct themselves in accordance with both ARB and RIBA Codes.

RIBA Code of Professional Conduct

ii. The Code comprises three guiding principles relating to:

- Integrity
- Competence
- Relationships

These Principles are supported by a series of nine guidance notes which may be downloaded from the website - [RIBA Code of Professional Conduct](#) - or obtained from the RIBA Information Centre (tel. 0207 580 5533).

iii. Submitting a complaint

If you believe that an RIBA member has breached the principles of the RIBA Code and want to make a formal complaint about it, you must set this out in writing on a complaints form, explaining how you believe the member has breached the Code, and enclosing evidence which supports your allegations. A complaints form may be obtained from the Professional Conduct Office (tel. 020 7307 3649 or e-mail: professional.conduct@inst.riba.org). Further details of the [RIBA disciplinary procedures](#) can be found on the website.

Contacts:

Royal Institute of British Architects:

66 Portland Place,
London,
W1B 1AD.

Tel. 020 7580 5533

Fax. 020 7255 1541

E-mail: info@inst.riba.org

Web-site: www.architecture.com

RIBA Information Centre:

www.architecture.com/go/Architecture/Reference/Library_895.html

tel. 0906 302 0400 (calls cost 50p per minute),

fax. 0207 631 1802

The RIBA Bookshop

www.architecture.com/Shop/RIBABookshops/RIBABookshops.aspx

tel. 0207 251 0791

RIBA Members Directory

<https://members.architecture.com/directory/default.asp?dir=3>

Architects Registration Board

www.arb.org.uk

Tel. 020 7580 5861;

Address:

8 Weymouth Street,
London,
W1W 5BU,

e-mail: info@arb.org.uk

Acts of Parliament

www.opsi.gov.uk/acts

Council of Mortgage Lenders

<http://live.cml.netextra.net/cml/handbook/faqs>

Citizens Advice Bureau

www.citizensadvice.org.uk/

Law Society

www.lawsociety.org.uk/choosingandusing.law

tel. 0870 606 6575

Legal Aid

www.clsdirect.org.uk/legalhelp/calculator.jsp?lang=en

Mirza and Nacey Research

www.mirza-nacey.com/

NHBC

www.nhbc.co.uk/

Small Claims Court

www.hmcourts-service.gov.uk/infoabout/claims/index.htm

Trading Standards Office

<http://www.tradingstandards.gov.uk/consumers/consumers.cfm>