

RIBA: Code of Professional Conduct

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Contents

Introduction	3
Discipline	4
Example provision	5
Principle 1: Integrity	6
1 Impartiality and undue influence	6
2 Statements	6
3 Conflicts of interest	6
4 Confidentiality and privacy	7
5 Handling client money	7
6 Bribery and corruption	8
7 Criminal conviction / disqualification as a director / sanction	8
Principle 2: Competence	9
1 Skill, knowledge, care, ability	9
2 Terms of appointment	10
3 Time, cost, quality	12
4 Keeping the client informed	12
5 Record keeping	13
6 Health and safety	13
7 Inspection services	14
8 Building performance	14
9 Heritage and conservation	14
10 Town and country planning	15
11 Law and regulations	15
12 Certification	15
13 The environment	16
14 Community and society	
Principle 3: Relationships	17
1 Copyright	17
2 Previous appointments	17
3 Peers	18
4 Equality, diversity and inclusion	18
5 Modern slavery	18
6 Employment and responsibilities as an employer	19
7 Competitions	19
8 Complaints and dispute resolution	20
9 Advertising / business names / use of RIBA crest and logo	20
10 Insurance	22
11 Non-disclosure agreements	22
12 Whistleblowing	23
Definitions	24

Introduction

- 1 The Code of Professional Conduct (the Code) sets out and explains the standards of professional conduct and practice which the Royal Institute of British Architects (RIBA or the Institute) requires of all its Members, in accordance with its stated purpose for ‘...*the advancement of Architecture and the promotion of the acquirement of the knowledge of the Arts and Sciences connected therewith.*’¹ The Code applies to all Members, whether they are working in traditional architectural practice or have followed a different career path, such as in a multidisciplinary organisation, academia or a construction company.
- 2 The purpose of the Code is to promote good conduct and best practice. It aims not only to uphold standards through discipline, but also to empower practitioners to reflect critically and to continually strive to improve.
- 3 Members should be guided by the spirit as well as the precise and express terms of the Code. Not every shortcoming, or failure to meet the specific duties of the Code, will necessarily give rise to disciplinary proceedings.
- 4 Members must at all times comply with all relevant legal obligations. The Code does not seek to duplicate legal obligations.
- 5 Legal disputes cannot be settled through RIBA disciplinary proceedings and all such legal disputes must be dealt with by a competent authority before they may be considered by a Professional Conduct Panel.
- 6 From time to time, the Institute will amend and update the Code and relevant policies. Members are responsible for keeping themselves up to date and must observe such amendments and updates as they come into effect.
- 7 Members may (or may be required to) be registered with other professional and/or regulatory bodies in the jurisdiction where they practice. If this is the case, the Institute recognises that a Member’s first obligation will be to comply with the rules of conduct of the local professional or regulatory body. Members must also seek to comply with the Code. If there is a conflict between the local body’s rules of conduct and the Code, the local body’s rules prevail but the Member must notify the RIBA Professional Standards team as soon as possible.
- 8 The Code applies to all individual RIBA Members, nationally and internationally.
- 9 The RIBA also maintains a Code of Practice which is applicable to all RIBA Chartered Practices.
- 10 The Code enshrines the following duties owed by Members:
 - To the wider world
 - Towards society and the end user
 - Towards those commissioning services (i.e. clients – this may include professional clients, investors and funders)
 - Towards those in the workplace (i.e. colleagues, employees, employers)
 - Towards the profession
 - Towards oneself
- 11 Where two or more principles of the Code come into conflict, the one which takes precedence is the one which best serves the public interest in the particular circumstances.
- 12 Members should seek to co-operate and work productively with other professionals, to develop relationships of trust and collaborate in an open and honest way. Members should seek to identify and evaluate risks, take appropriate mitigating actions and share concerns with relevant parties.

¹ RIBA Royal Charter 1837, as amended by the Supplemental Charter of 1971

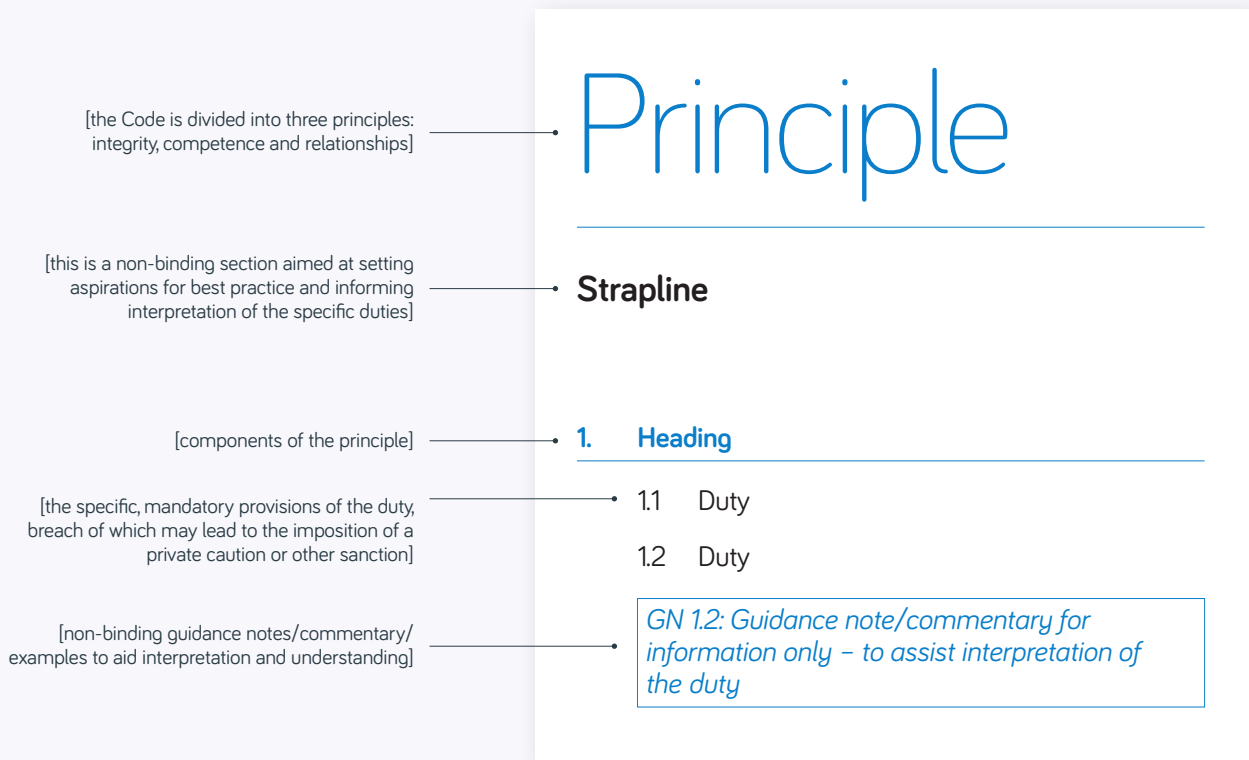
- 13 A complaint or dispute concerning a Member's contractual performance is very different from a complaint about their professional conduct or competence. A complaint about contractual performance should preferably be resolved by the member's own complaints procedure or one of the Alternative Dispute Resolution processes. The RIBA's disciplinary procedures are unable to provide a solution to specific project or contractual performance disputes. The RIBA's complaints and disciplinary procedures only deal with professional conduct.
- 14 In the UK complaints against a Registered Architect may 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, the RIBA has the discretion to impose a similar or different sanction, or no sanction.
- 15 Any public sanction imposed by the RIBA will be notified to the ARB.

Discipline

- 1 Any Member who contravenes the Code shall, in accordance with Byelaw 4 of the Institute's Charter and Byelaws, be liable to private caution, public reprimand, suspension or expulsion.
- 2 The power to impose a sanction on a Member (public reprimand, suspension, expulsion) is exercised by the RIBA's Professional Conduct Panel on behalf of the Institute's Council, by a delegation of authority.
- 3 Members' conduct outside the practice of architecture may not fall within the remit of the Code, unless such conduct generally offends against the honour, integrity and/or reputation of the profession of architecture and RIBA membership.
- 4 A judgment or decision from a Court or a Competent Authority (including the ARB) against a Member may be considered as conclusive evidence of the facts so found.

The Code

Example provision:



PLEASE NOTE: all web links provided have been checked and are accurate at the time of publishing

1

Principle 1: Integrity

Members shall behave with integrity and shall strive to safeguard and improve the standing, reputation and dignity of the Institute and its Members in all their professional activities. Members shall consistently promote and protect the public interest and social purpose, taking into account future generations.

1. Impartiality and undue influence

- 1.1 Members must act with impartiality and objectivity at all times in their professional activities.
- 1.2 Members must be honest and truthful.
- 1.3 Members shall not allow themselves to be improperly influenced by others.
- 1.4 Members shall not allow themselves to be improperly influenced by their own self-interest.

2. Statements

- 2.1 Members must not make or be a party to any statement which is:
 - (a) untrue;
 - (b) misleading;
 - (c) unfair; and/or
 - (d) contrary to their professional knowledge.
- 2.2 Members who find themselves party to any such statement in paragraph 2.1, must take all reasonable steps to correct the statement immediately.

GN 2.2: Members may correct such a statement in many ways. It may involve: writing to a client to correct a previous statement made to them; issuing a public statement e.g. on a website; contacting a third party or reporting an issue to an appropriate authority such as a Local Authority or Court.

3. Conflicts of interest

- 3.1 If a conflict of interest arises, Members must declare it to all parties affected.
- 3.2 If a conflict of interest arises, Members must either:
 - (a) remove its cause; or
 - (b) withdraw from the situation.

GN 3.2: Conflicts of interest can arise in many situations. A commonly occurring example of a conflict of interest is an architect on a project also running a separate contractor business which tenders for work on the same project. In this instance, the architect on the project must inform the client that they also run/are involved in the contractor firm tendering for the work so that the client is fully aware of the facts and can make an informed decision in awarding the contract. If the architect's contractor firm is successful in winning the construction work, the architect must not act in the capacity of Contract Administrator, Employer's Agent or similar for the client during the construction phase.

- 3.3 Members must have effective systems in place to identify and assess potential conflicts of interests.

GN 3.3: This requirement is particularly aimed at conflicts of interest that may arise between two or more clients of the Member. Members must have robust processes for carrying out conflict checks on potential clients.

4. Confidentiality and privacy

- 4.1 Members must not breach confidentiality, except where allowed by 4.5 below.
- 4.2 Members must safeguard the privacy of their clients and others.
- 4.3 Members must comply with any legal rights of privacy and any contractual provisions regarding confidentiality.
- 4.4 Members must treat confidential information acquired during the course of their work as such.

GN 4.4: Information which is publicly available or in the public domain is not privileged or confidential information.

- 4.5 Members may only use and/or disclose confidential information:
 - (a) for the express purposes for which that information has been supplied to the Member;
 - (b) where expressly permitted to do so by the person or company that information concerns;
 - (c) where and to the extent necessary for the purposes of preserving or exercising the Member's legal or contractual rights;
 - (d) where and to the extent necessary to fulfil any contractual or legal duty owed to the person or company that information concerns;
 - (e) where and to the extent necessary for proper whistleblowing in respect of wrongdoing or exploitation; and/or
 - (f) as may be required or permitted by law, a court of competent jurisdiction or any governmental or regulatory authority or professional body.

- 4.6 Members shall take all reasonable steps to ensure that any employees, representatives or advisers to whom they disclose confidential information do not use or disclose that information other than as permitted by the Code.
- 4.7 Members must hold and handle data in accordance with the current applicable data protection legislation.

GN 4.7: For more information on the applicable data protection requirements, see: <https://www.gov.uk/data-protection>.

5. Handling client money

- 5.1 Members requested by a client to hold money on the client's behalf must keep such money in a designated interest-bearing bank account (a "client account") which is separate from the Member's personal or business accounts.
- 5.2 Members must return any money held in a client account to the client as soon as reasonably practicable following a written request to do so.
- 5.3 Members must ensure that any money held in a client account is not withdrawn or used to make a payment otherwise than in accordance with the client's written instructions.
- 5.4 Members must arrange for any interest (or other benefit) accruing from the client account to be paid to the client, unless otherwise agreed by the client in writing.

6. Bribery and corruption

- 6.1 Members must not offer bribes or inducements.
- 6.2 Members must not accept bribes or inducements.

GN 6.1 and 6.2:

(a) Bribes are not always direct offers of money, but instead may be more indirect gifts and incentives, including special offers of discounts on products, or special access to certain products. There is no clear-cut line on what does or does not constitute a bribe – it is a question of judgement in the particular circumstances of the case. If you are unsure, begin by asking yourself how you would react if you found out that another architect had accepted the incentive – does it feel right? Most importantly, record any reasoning and decisions you make about this in writing.

(b) This provision does not exclude the exchange of small gifts and advantages in the normal course of business – such as promotional gifts or corporate hospitality. The value of any such gifts must not be such that it could exert an improper influence over the recipient.

(c) Note the Bribery Act 2010: bribery committed anywhere in the world by a UK citizen is a criminal offence.

- 6.3 Members must not act corruptly by giving, offering or receiving a gift or advantage, which is given with the intention of persuading the recipient to act against their own professional obligations and/or the interests of those to whom they owe a duty.
- 6.4 Members must take reasonable steps to report any suspicion of corruption or bribery of which they become aware in their professional activities.
- 6.5 Members shall conduct due diligence checks on potential clients to establish and verify their identity.

GN 6.5: Due diligence checks depend on the context. Checks on companies should include checks on the Companies House website. Checks on individuals may involve having sight of an identity document (such as a passport or photographic driver's licence) before agreeing a professional services contract.

7. Criminal conviction / disqualification as a director / sanction

- 7.1 A criminal conviction which relates in any way to a Member's practice of architecture may be regarded as grounds for sanction.
- 7.2 Members who receive a criminal conviction of any kind must report it to the RIBA Professional Standards team within 30 days.
- 7.3 Members disqualified from acting as a director must report it to the RIBA Professional Standards team within 30 days.
- 7.4 Members sanctioned by the ARB must report it to the RIBA Professional Standards team within 30 days.
- 7.5 Members sanctioned by any professional regulator or professional membership body must report it to the RIBA Professional Standards team within 30 days.
- 7.6 Members convicted of a criminal offence which could carry a sentence of imprisonment for 12 months or more shall be expelled from membership of the Institute.

GN 7.6: For this provision to apply, the sentence actually imposed does not need to be imprisonment of 12 months or more. It is sufficient that the offence committed could carry a sentence of 12 months or more imprisonment.

2

Principle 2: Competence

Members should continuously strive to improve their professional knowledge and skill. Members should persistently seek to raise the standards of architectural education, life-long learning, research, training, and practice for the benefit of the public interest, those commissioning services, the profession and themselves. Members should strive to protect and enhance heritage and the natural environment.

1. Skill, knowledge, care, ability

- 1.1 Members shall act competently, conscientiously and responsibly and are expected to apply reasonable standards of skill, knowledge and care in the performance of all their work.
- 1.2 Members must be able to provide the knowledge, the ability and the financial and technical resources appropriate for the work they undertake. Members shall realistically appraise their ability and resources to undertake and complete any proposed work.

GN 1.2: Members should not accept work if they do not have sufficient resource (particularly staff resource) with the appropriate skills, knowledge and experience, to satisfactorily complete it.

- 1.3 Members must accept responsibility for the professional services provided by them to their clients. Members should undertake to perform those services only when they (together with those whom they may engage as employees or consultants) are sufficiently qualified by education, training, and/or experience in the specific areas involved and have the necessary resources to satisfactorily complete those services.

GN 1.3: Members must be competent to undertake the services being offered by them. If the work is delegated to employees or consultants, the Member retains responsibility for the services and must ensure that the individuals actually carrying out the work are competent to do so.

- 1.4 Members shall abide by applicable laws and regulations at all times.

GN 1.4: Members may rely on the advice of other qualified persons as to the intent and meaning of such laws and regulations. Such qualified persons may include: construction lawyers, party wall surveyors, cost consultants, chartered surveyors and engineers. Members are directly responsible for ensuring that they comply with laws and regulations.

- 1.5 Members shall not make or be knowingly party to misleading, deceptive or false statements or claims regarding their professional qualifications, resources or the services they or their practice are able to provide. If Members feel that they are, or may be, unable to undertake and complete the work in accordance with the client's requirements, they should not quote for or accept the work.
- 1.6 Members must make appropriate arrangements for their professional work to continue in the event of incapacity, death, absence from, or inability to, work.

GN 1.6: Such appropriate arrangements may include the work being passed to a suitably qualified and experienced colleague within the practice, or having an agreement with another local practice for them to offer to continue the work for the client, where possible.

- 1.7 Members shall exercise proper supervision of all work done under their authority and accept professional responsibility for it.

GN 1.7: 'Under their authority' may be under their employment, under their direct control or in the position of sub-consultants through a professional contract.

- 1.8 Members shall advise their clients in writing at the outset of a project of the likelihood of achieving the client's requirements and aspirations.
- 1.9 Members shall advise their clients in writing as soon as is reasonably practicable if the Member's assessment of the likelihood of achieving the client's requirements and aspirations changes during the project.
- 1.10 Members must apply their informed and impartial professional judgment in reaching any decisions, which may require a Member to balance differing and sometimes opposing demands.

GN 1.10: Members should ensure that they are properly informed and that they have the knowledge required before reaching any decisions. In applying their knowledge and informed judgement, Members may be required to balance the stakeholders' interests with the community's, or balancing the project's capital costs with its overall performance. Note paragraph 11 of the Introduction and that the duty to the public interest takes precedence.

- 1.11 Members must continue to develop and update their skills, knowledge and expertise to maintain and improve their competence throughout their careers for the benefit of the public, their clients, the natural environment and the quality of the built environment.
- 1.12 Practising Chartered Members must undertake and record continuing professional development (CPD) for as long as they continue in practice (RIBA Byelaw 2.8(a)).

- 1.13 Practising Chartered Members must comply with any current RIBA scheme or guidance for continuing professional development.

GN 1.13: The RIBA CPD Core Curriculum and further information can be found on the RIBA website: <https://www.architecture.com/education-cpd-and-careers/cpd/cpd-core-curriculum>.

- 1.14 Members should reflect on and evaluate their own work.
- 1.15 Members must be familiar and up to date with relevant codes of practice and guidelines which may be issued or endorsed by the Institute from time to time, especially those concerned with health and safety, ethical practice, sustainability and protection of the environment.

2. Terms of appointment

- 2.1 All terms of appointment between a Member and their client must be clear, agreed and recorded in writing before the commencement of any professional services.

GN 2.1: The RIBA Professional Services Contracts should be used where appropriate and possible.

- 2.2 Members must ensure that the terms of that appointment cover the key requirements of a professional services contract, including where relevant:
- (a) definitions;
 - (b) architect's services;
 - (c) client's responsibilities;
 - (d) assignment;
 - (e) fees and expenses;
 - (f) copyright licence;
 - (g) liability and insurance;
 - (h) suspension or termination;
 - (i) dispute resolution; and
 - (j) the consumer's right to cancel.

GN 2.2: See the RIBA Professional Services Contracts for more detailed conditions and information, where appropriate.

- 2.3 Members shall ensure that any variation to a standard form of contract is clear, agreed with the client and documented in writing. The fact that the standard terms have been varied must be clearly stated on the document.

GN 2.3: Variations may be written into the original contract, once agreed, with clear wording to demonstrate that they are a variation to a standard form of contract. Variations may also be evidenced in a separate document, such as a letter, setting out the variations and noting that they vary a standard form of contract.

- 2.4 Members shall ensure that any subsequent variations to the terms of their appointment are agreed with the client, clear and recorded in writing.
- 2.5 Members shall not materially alter the scope or objectives of a project, or the professional fees payable for services provided in respect of it without their client's express written consent, except in accordance with any fee adjustment arrangements set out in the terms of appointment
- 2.6 Members should take reasonable care to ensure that the terms of the contract are legally accurate, are compatible with other provisions, will not lead to excessive liabilities and do not create conflicts of interest.

GN 2.6: A Member's duty to check the terms of the contract exists to the extent that amended standard forms of appointment or bespoke terms of appointment are to be used. Most standard form contracts and terms are already rigorously checked for legal accuracy and are considered to constitute an acceptable contractual "bargain" between the parties.

- 2.7 Members must take reasonable and appropriate steps to enable their client to understand generally what to expect from the Member under any professional appointment. In particular, the Member should explain:
- (a) the scope of the service being provided and its limitations;
 - (b) how the Member's fees are to be calculated;
 - (c) the circumstances in which fees are triggered and payment is required; and
 - (d) the circumstances in which additional fees may become payable.

GN 2.7: Members are expected to take "reasonable and appropriate steps" to aid client understanding. Members are expected to give clear thought and effort to making the client aware and confirming their understanding of the basis of the professional appointment. A written explanation of these matters to the client, in the context of the particular project, should be sufficient.

- 2.8 Members shall either include details of their written complaints procedure (see Principle 3, 8.2) with the terms of appointment, or shall make it clear that the written complaints procedure will be provided on request.

GN 2.8: See Principle 3, 8 below for further details and guidance regarding Members' duties in connection with the handling of complaints.

3. Time, cost, quality

- 3.1 Members shall use reasonable endeavours to safeguard and promote quality on the projects they undertake and in the professional services they provide.
- 3.2 Members should endeavour to deliver projects that:
- (a) are safe;
 - (b) are cost-effective to use, maintain and service; and
 - (c) minimise negative impacts on the environment during their anticipated life-cycle.
- 3.3 Members must carry out their professional work without undue delay and, so far as it is within their powers:
- (a) within an agreed reasonable time limit and programme; and
 - (b) in accordance with any cost limits agreed with their clients.

GN 3.3: This Heading is closely linked with keeping the client informed (Principle 2, 4), therefore Members should have particular regard to satisfying that provision when observing this one.

- 3.4 Members must use reasonable endeavours to advise their client on the need for specialist advice to assist the client to ascertain and control the cost of the project.

GN 3.4: For example – Members should advise their clients how and why to seek advice from a cost consultant or quantity surveyor in respect of estimating and controlling building costs.

4. Keeping the client informed

- 4.1 Throughout their engagement Members shall:
- (a) keep clients reasonably informed of the progress of a project, in writing where possible;
 - (b) inform their clients, in writing, of key decisions made on the client's behalf;
 - (c) notify the client, in writing, of identifiable risks or circumstances which may adversely impact on the overall time, cost or quality of the project;
 - (d) maintain appropriate records of the progress, circumstances and communications regarding a project.

GN 4.1: Construction projects are complex and stressful, and it is therefore important to communicate progress and changes to the client throughout a project, as well as maintaining records of how a project has progressed. Good record keeping can greatly assist Members in the unfortunate event of a dispute or complaint. Any matter which may have an impact on the time, quality or cost of a project (or the services provided by the Member) will be of particular concern to a client and should be clearly identified at the earliest opportunity and notified in writing, upon the Member becoming aware of the issue.

- 4.2 Members shall notify clients, in writing, upon becoming aware of any issue which may significantly affect the quality, cost or timetable for completion of their own work.

5. Record keeping

- 5.1 Members shall maintain appropriate records throughout their engagement.

GN 5.1: Such records typically include, as a minimum, the following written records:

- (a) A copy of the written terms of appointment / conditions of engagement / professional services contract;*
- (b) Details of the client brief / requirements, including any restrictions on the project programme or budget notified by the client;*
- (c) Details of the agreed scope of the Member's work;*
- (d) Details of agreed fees or the agreed method / basis of calculation of fees;*
- (e) Copies of any communications between the Member and client altering the scope of services, fees or the term of appointment;*
- (f) Copies of any specific deliverables (such as drawings, specifications, reports or advice) delivered during the course of the Member's engagement;*
- (g) Details of any fees rendered and paid during the engagement (invoices and narratives of work performed);*
- (h) Details of any money held by the Member belonging to the client or any third party*

The legal limitation period for actions in England and Wales for breach of contract is 6 years under a simple contract and 12 years if the contract is executed as a deed. This limitation period runs from the date of breach of the contract. For claims in negligence, the legal limitation period is 6 years running from the date when loss or damage is incurred as a consequence of the negligent act or omission.

Details of what should be retained will depend on the circumstances. Members should be aware that this may include digital records and electronic correspondence.

- 5.2 All records, information and personal data held by Members in connection with any professional engagement shall be:
- (a) securely stored;
 - (b) maintained, accessed and used in accordance with current legislation, including the current law pertaining to data protection (see Principle 1, GN 4.7).
- 5.3 Members shall, upon request, return to a client any original papers, plans or property to which the client is legally entitled.
- 5.4 Members leaving a firm shall not, without the permission of their employer or partner, take designs, drawings, data, reports, notes, or other materials relating to the firm's work, whether or not performed by the Member.
- 5.5 Members shall not unreasonably withhold permission from a departing employee or partner to take copies of designs, drawings, data, reports, notes, or other materials relating to work performed by the employee or partner which are not confidential or commercially sensitive.

6. Health and safety

- 6.1 Members shall have reasonable knowledge of, and abide by, all laws and regulations relating to health and safety as they apply to the design, construction and use of building projects.
- 6.2 Members shall take reasonable steps to ensure that their clients, and those with whom they have a direct professional relationship, are aware of and understand their responsibilities under the laws and regulations described at 6.1 above.
- 6.3 Members must take reasonable steps to protect the health and safety of those under their direct control or instruction.
- 6.4 Members must take reasonable steps to protect the health and safety of those carrying out, or likely to be directly affected by, construction work for which they are providing professional services. This includes clients and members of the public.

GN 6.2, 6.3 and 6.4: 'Reasonable steps' may require doing more than is strictly required by law and regulations.

- 6.5 Members must not enter into any contract which compromises their duty to protect health and safety.
- 6.6 Members must notify their client if they become aware of anything which compromises or may compromise their duty to protect health and safety.
- 6.7 If a Member becomes aware of a decision taken by their employer or client which violates any law or regulation and that will, in the Member's professional judgment, materially and adversely affect health and safety, the Member shall:
- advise their employer or client against the decision; and/or
 - refuse to consent to the decision; and/or
 - report the decision to the local building inspector or other public official charged with the enforcement of the applicable laws and regulations, unless the Member is able to satisfactorily resolve the matter by other means.

7. Inspection services

- 7.1 A Member should advise their client on the need for, nature and frequency of inspections, based on the requirements of the specific project and the terms of the appointment.

GN 7.1:

When undertaking inspection services, the nature and frequency of those inspections will depend on the circumstances, particularly the specific provisions of the contract. Members should consider the need to tailor the frequency and duration of the inspections to the nature of the works. Members may, depending on the contract, instruct contractors to leave parts of the work uncovered, for the purposes of inspection. Members may need to inspect repeated elements of work during the early course of construction to determine whether the contractor is able to satisfactorily carry out the work.

Inspection does not guarantee that all defects will either be prevented or revealed. A Member is therefore not necessarily liable in relation to a contractor's poor workmanship.

8. Building performance

- 8.1 Members must facilitate and support an effective handover and building commissioning process, when engaged at the relevant project stage.

GN 8.1: Members should use the relevant sections of the RIBA Plan of Work (<https://www.ribaplanofwork.com/>) to ensure a successful handover of the building. In particular, Members should provide handover information needed in respect of fire safety (in accordance with the Building Regulations) and the health and safety file (in accordance with the CDM Regulations).

- 8.2 Members should promote and support the value and benefits of monitoring and reporting on how a building operates and performs in accordance with design intent and in response to the building occupants' needs. Members should encourage long-term maintenance and management on site.

GN 8.2: Members engaged at any project stage should inform clients of the value and benefits of post-occupancy evaluation. Members, where competent to do so, should offer post-occupancy evaluation as an additional added value service. Members should seek feedback on how a building operates and performs in accordance with design intent and in response to the building occupants' needs to use during the life of the building and/or on future projects. Members should disclose accurate and truthful information about the gap between project intentions and outcomes, in accordance with industry-wide methodologies and metrics.

9. Heritage and conservation

- 9.1 Members must respect the importance and significance of Heritage Assets.

GN 9.1: A Heritage Asset is a building, monument, site, place, area or landscape identified as having a degree of significance meriting consideration in planning decisions, because of its heritage interest. Heritage asset includes designated heritage assets and assets identified by the local planning authority (including 'local listing').

- 9.2 Members must only carry out work affecting Heritage Assets if they are sufficiently qualified, competent or experienced to do so in the circumstances.

GN 9.2: This may or may not require specialist accreditation, depending on the circumstances and the particular nature of the work.

- 9.3 Members who are unsure of or unable to establish the significance of a particular Heritage Asset on which they are proposing to undertake work must first seek specialist professional advice and/or advise their client to instruct an appropriately accredited specialist professional to undertake the work.

10. Town and country planning

- 10.1 Members must advise their client on and comply with relevant planning legislation and regulations.
- 10.2 Members should only provide professional services in relation to planning matters if they are sufficiently qualified, competent or experienced to do so in the circumstances.

GN 10.2: This may or may not require specialist training or qualification, depending on the circumstances and the particular nature of the work.

11. Law and regulations

- 11.1 Members shall not knowingly violate the law or advise or assist clients in any conduct or actions they know to be illegal, in performing professional services.
- 11.2 Members shall take appropriate steps to ensure that clients are properly advised of their own relevant legal responsibilities.

GN 11.2: Clients may have legal duties under various legislation (such as duties under the Construction (Design and Management) Regulations, Building Regulations and the Town and Country Planning Act). Members should draw any such duties to the client's attention.

12. Certification

- 12.1 Members shall exercise reasonable skill and care when issuing or recommending the issue of any certificate.

GN 12.1:

Practical Completion

Members should not certify or recommend the certification of Practical Completion of any construction work unless:

- (a) all of the construction work under the relevant contract has been completed to the required standard; and*
- (b) the Member is satisfied that any contractual terms and pre-conditions to the certification of Practical Completion have been satisfied or discharged (or waived by the client).*

Members should advise their clients of the implications of certifying Practical Completion or taking partial possession.

Members should not certify or recommend the certification of Practical Completion if there are patent defects or incomplete works unless:

- those outstanding works or defects are minor items which can be remedied without impacting on the beneficial use and occupation of the development; and*
- the Member is satisfied that there is sufficient retention or other security held against the contractor to cover the cost of remediating those items.*

Valuation

Members should not certify or recommend the certification of any payment under a contract unless the Member:

- has (where appropriate) reviewed or inspected the relevant work for which payment is claimed; and*
- is reasonably satisfied that the work for which payment is to be certified has been completed in accordance with the contract under which payment is claimed.*

As stated elsewhere in this Code, a Member is not necessarily liable in relation to a contractor's poor workmanship. Members are not required to guarantee that defects in work will either be prevented or revealed.

13. The environment

- 13.1 Members should consider the environmental impact of their professional activities, including the impact of each project on the natural environment
- 13.2 Members shall advise their clients on the need, if any, for specialist professional advice required to ensure that their project safeguards the local environment, ecology and biodiversity.

GN 13.2: Such specialist professional advice may be from a conservation, environmental or sustainability specialist. It may concern issues such as: Tree Protection Orders, Conservation Areas, Sites of Special Scientific Interest, air pollution and/or water quality.

- 13.3 Members should promote sustainable design and development principles in their professional activities.
- 13.4 In performing professional services, Members shall advocate the design, construction, and operation of sustainable buildings and communities.
- 13.5 Members shall inform clients of sustainable practices suitable to their project and shall encourage their clients to adopt sustainable practices at the earliest opportunity.
- 13.6 When performing professional services, Members should develop and discuss with their client a written Sustainability Strategy for the project, where appropriate.
- 13.7 Members must use reasonable endeavours to specify and use sustainable materials on their projects.
- 13.8 Members must use reasonable endeavours to minimise whole-life carbon and energy use.
- 13.9 Members should practise evidence-informed design and should keep records of the evidence used in reaching design decisions.

GN 13.9: Members should keep written records of the evidence and data examined and used by them in reaching decisions in the design process. This should include any reasons for not acting on particular pieces of evidence considered.

14. Community and society

- 14.1 Members shall have proper concern and due regard for the effect that their professional activities and completed projects may have on users, the local community and society.

GN 14.1: This may involve conducting consultations with the local community before starting work on and during a development. It may also involve carrying out consultations with the local community after completion of the project so that lessons can be learnt and information shared to improve future projects.

- 14.2 In performing professional services Members should promote stronger communities and improve equality, diversity and inclusion in the built environment.

3

Principle 3: Relationships

Members shall respect and seek to uphold the relevant rights and interests of others. Members shall treat people with respect and shall strive to be inclusive, ethical, and collaborative in all they do. Members shall seek and promote social justice.

1. Copyright

- 1.1 Members shall respect applicable laws on copyright and other rights of intellectual property.
- 1.2 Members must not copy or appropriate the intellectual property of, nor take advantage of, the ideas of another architect or designer without express authority from the originating architect or designer.
- 1.3 The contribution of others to a Member's work shall be appropriately acknowledged.

GN 1.3: For example, photographs of a project which are shared publicly should clearly state and acknowledge the contribution of any other architect or designer who worked on that project.

- 1.4 Members must not seek to pass off someone else's work as their own.

- (c) there are no known outstanding contractual or other matters, which would prevent the Member from accepting the appointment.

GN 2.1:

- (a) *The existence of a dispute or contractual issue does not necessarily prevent the Member from taking over the project. Members should use reasonable endeavours to understand the facts of the dispute or issue and use their professional judgement or seek independent advice when deciding whether or not to proceed with a project.*
- (b) *If there are any doubts or unresolved issues, the Member may wish to seek a suitable indemnity from the client. This may take the form of a written letter from the client to the Member, confirming (a), (b) and (c) above.*

2. Previous appointments

- 2.1 Members shall inform the previous appointee before accepting an appointment to continue a project started by someone else, and shall also ascertain from the potential client that:
 - (a) the previous appointment has been properly terminated; and
 - (b) they (the client) hold a licence to use any information, including drawings, specifications, calculations and the like, prepared by the preceding appointee; and

- 2.2 When approached by a client to undertake work, Members must make reasonable enquiries to establish whether or not any other architect is already involved.
- 2.3 If another architect is involved on an existing project the Member must clarify with the client whether their role will be to replace the other architect or to undertake separate work on the same project.
- 2.4 Members must, unless there is a justifiable reason not to, inform the other architect in writing that the client has approached them.

3. Peers

- 3.1 Members must not seek to damage anyone's reputation or practice.
- 3.2 Members must not deliberately approach another architect's client in an attempt to take over an active project.

GN 3.2: This clause does not prevent speculative approaches to clients, particularly professional clients who regularly engage architects.

- 3.3 Members engaged to review, appraise or comment on an architect's work must do so fairly and objectively, based on their own knowledge and experience.
- 3.4 Members who become aware of a probable breach of the Code by another Member shall report it to the RIBA Professional Standards team, with such supporting information and evidence as is available.

GN 3.4: Failure to report a probable breach is only justified when prevented by law or the courts. This includes an agreed settlement which precludes further action. Members must have reasonable grounds for reporting a probable breach.

4. Equality, diversity and inclusion

- 4.1 Members shall provide their professional services and conduct their professional activities in a manner that encourages and promotes equality of opportunity and diversity.
- 4.2 Members shall not discriminate unlawfully on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, nationality, culture or socio-economic background.
- 4.3 Members shall not victimise or harass anyone
- 4.4 Members shall treat all persons fairly, with courtesy and respect and without bias.
- 4.5 Members shall treat the beliefs and opinions of other people with respect.

- 4.6 Members shall comply, where applicable, with the Member Staff Protocol.

GN 4.6: The Member Staff Protocol is available on www.architecture.com or from the Professional Standards team.

- 4.7 Members shall comply with applicable law pertaining to equality and diversity, including (but not limited to) the Equality Act 2010.

5. Modern slavery

- 5.1 Members shall comply with all applicable legislation concerning Modern Slavery.

GN 5.1: Members should be familiar with the provisions of the Modern Slavery Act 2015 in the UK, and any subsequent updates. Members should be aware of any similar legislation in the jurisdictions in which they practise.

- 5.2 Members should seek to raise awareness of the issues of Modern Slavery in construction.
- 5.3 Members shall exercise reasonable skill and care to use supply chains which are free from Modern Slavery.

GN 5.3: 'Supply chains' include both materials and people. Members should be aware of the labour used in the extraction, manufacture and production of materials they use or specify, as well as the direct labour involved in their projects.

- 5.4 Members shall treat their own supply chains fairly.
- 5.5 Members shall report abusive labour practices to proper and recognised authorities when they become aware of them in connection with any projects undertaken.

GN 5.5: The proper and recognised authorities will depend on the specific circumstances, but may include: the police, a regulator, a professional body or the modern slavery helpline – <https://www.modernslaveryhelpline.org/report>.

6. Employment and responsibilities as an employer

- 6.1 Members shall provide their colleagues and employees with a fair, safe and equitable working environment.
- 6.2 Members shall provide all their staff with a full written contract of employment.
- 6.3 Members shall pay their staff fairly and facilitate and encourage their professional development.

GN 6.3: Members should pay all staff, including freelance staff, apprentices and students, at least the Living Wage, as defined by the Living Wage Foundation (<https://www.livingwage.org.uk/>). Members should have clear and transparent policies in respect of: (a) salaries and pay grades; and (b) payment for overtime. Members should also have regard to guidance concerning the gender pay gap, including here: <https://www.gov.uk/government/organisations/government-equalities-office>.

- 6.4 Members must comply with good employment practice in their capacity as an employer and/or employee.
- 6.5 Members shall have regard for the maximum weekly working hours and the 48 hour working week under the working time directive and should ensure that the hours worked by their employees are reasonable and allow for a healthy work-life balance.

GN 6.5: <https://www.gov.uk/maximum-weekly-working-hours>.

- 6.6 Legal employment disputes cannot be resolved through the RIBA's disciplinary procedures. In order to form a judgement on whether a Member is guilty of professional misconduct in respect of an employment matter, the RIBA Professional Conduct Panel may first require a decision on the matter from a competent authority, such as an Employment Tribunal.

GN 6.6: this provision does not prevent a Professional Conduct Panel from considering all employment issues. The Panel may still consider certain issues, such as a potential breach of the RIBA Employment Policy, without the decision of a competent authority. This provision seeks to ensure that legal disputes are decided in the appropriate forum.

- 6.7 As an employer of an architectural student undertaking professional experience, a Member must have regard for the student's general training and education in accordance with the objectives of the RIBA professional experience scheme.
- 6.8 Members who employ students must:
 - (a) (as with all staff) provide them with a full written contract of employment;

GN 6.8 (a): See relevant model employment contracts as may be provided by the RIBA for Members employing students undertaking practical experience.

- (b) pay them fairly;

GN 6.8 (b): See Principle 2, GN 6.3 above.

- (c) nominate in writing an employment mentor to supervise the professional development of the student and to complete the quarterly RIBA professional experience records in a timely manner;
- (d) provide a reasonable breadth of work experience and level of responsibility in accordance with any relevant and current RIBA guidance; and
- (e) permit reasonable attendance at courses, study days, examinations and work shadowing in accordance with any relevant and current RIBA guidance.

GN 6.8 (e): Members employing a student undertaking practical experience should meet with the student at the beginning of their employment, and regularly thereafter, to discuss and agree arrangements for attending courses, study days, examinations and work shadowing. Different students may have different needs.

7. Competitions

- 7.1 Members who are engaged in any form of competition to win work or awards should act fairly and honestly with potential clients and competitors.
- 7.2 Members shall only participate in a competition process which they know to be reasonable, transparent, impartial and compliant with any applicable procurement law.

- 7.3 Members who find themselves involved in a competition process which breaches paragraph 28.2 above should endeavour to rectify the competition process or withdraw from it.

8. Complaints and dispute resolution

- 8.1 Members must have (or have access to, if operating in practice with others) written procedures for dealing with disputes or complaints.

GN 8.1: The Institute recognises that in the course of their work Members may occasionally be involved in disputes and complaints. Members are expected to have a written procedure, appropriate to the scale and nature of their practice, which handles disputes and complaints promptly.

- 8.2 Members shall provide details of the written complaints procedure with the terms of appointment, or the terms of appointment shall make it clear that the written complaints procedure will be provided on request (see Principle 2, 2.8).

GN 8.2: The complaints procedure should:

- (a) be easy for clients to use and understand;*
- (b) enable complaints to be dealt with promptly and fairly, with decisions based on a sufficient investigation of the circumstances; and*
- (c) not involve any charges to clients for handling their complaints.*

Further information on producing a written complaints procedure can be found on www.architecture.com.

- 8.3 Members must handle complaints courteously and promptly at every stage, and as far as practicable in accordance with the following time scales:
- (a) an acknowledgement within 10 working days from the receipt of a written complaint; and
 - (b) a response addressing the issues raised in the initial letter of complaint within 30 working days from its receipt.

- 8.4 Members should encourage alternative methods of dispute resolution, such as mediation or conciliation.

GN 8.4: If a complaint or dispute cannot be resolved by a member's own procedures, members and clients may make use of the Institute's Alternative Dispute Resolution (ADR) services, which include mediation, adjudication and arbitration. Further information is available on the RIBA website, www.architecture.com.

9. Advertising / business names / use of RIBA crest and logo

- 9.1 Members must ensure that all marketing and promotional material used to promote their services is:
- (a) legal, decent and truthful;
 - (b) fair to others; and
 - (c) accurate in respect of the level of expertise and resources being offered by the Member.
- 9.2 In advertising their services, Members must not:
- (a) make misleading statements, through words or images;
 - (b) unfairly discredit competitors, directly or indirectly; or
 - (c) encourage or condone unacceptable behaviour.
- 9.3 In advertising their services, Members must comply with all relevant legislation, including the Architects Act 1997.

GN 9.3: Careful attention should be paid to the use of protected words, titles or descriptions – such as the title 'architect' which is governed by the Architects Act 1997.

- 9.4 Members using the title 'Chartered Architect' must also be registered wherever registration is a requirement under the law.

GN 9.4: For example, in the UK the Architects Act 1997 requires that anyone practising architecture and using the title 'architect' is registered with the ARB. A Chartered RIBA Member must comply with any legal registration requirement wherever they practise globally.

- 9.5 Members must use the title 'Chartered Architect' clearly and accurately and must avoid any misleading use.

GN 9.5: For example, to use the title 'Chartered Architects', all the principals in the practice must be Chartered RIBA Members.

- 9.6 Members must ensure that their business or practice titles accurately reflect the services being provided.

GN 9.6: It is acceptable to retain historic names as practice names as long as the actual legal ownership of the practice is clear.

- 9.7 Chartered Members may use the RIBA crest in the following circumstances:

- (a) Private sector: where a Chartered Architect is a principal in an organisation, the crest may be used on stationery and in publicity provided that the business to which the use relates is: consulting architectural services and/or development and/or contracting.

GN 9.7 (a): A 'principal' is, for example: a director, partner or sole principal. Stationery and publicity may include use on a website. The RIBA crest is:



- (b) Public sector: where a Chartered Member is:
- i. a chief officer;
 - ii. a designated deputy of a chief officer;
 - iii. the most senior within their authority; or
 - iv. a head of an architectural department,
- they may use the crest on their stationery in conjunction with their name.

GN 9.7 (b): 'Stationery' includes: correspondence, reports, business cards. Neither the department nor the overall authority may use the crest, including on a website.

- (c) Educational sector: where a Chartered Member is in a teaching position, they may use the crest on their personal stationery.

- (d) Social use: Chartered Members may use the crest on personal stationery for social purposes.

GN 9.7 (d): For example, on personal letterhead, greetings cards or address labels.

- 9.8 The RIBA crest may not be used by:

- (a) Student Members;
- (b) Associate Members;
- (c) Affiliate Members;
- (d) Honorary Fellows.

- 9.9 All Chartered Members may use the 'RIBA' affix after their name where it is not prohibited by law.

GN 9.9: The RIBA affix contains the title 'architect'. Therefore, where the title or function of 'architect' is governed by law, Chartered Members must comply with all legislative provisions in their use of the RIBA affix and may not use the affix in any business context unless they meet the legislative requirements for such use. For example, to use the RIBA affix in the UK, a Chartered Member must:

- (a) also be registered with the ARB; or
- (b) be fully retired (undertaking no practice of architecture whatsoever); or
- (c) be in another non-practising type of occupation.

Un-registered Chartered Members who practise architecture but do not use the title 'architect' may not use the RIBA affix. To do so constitutes a breach of Section 20 of the Architects Act 1997.

- 9.10 The RIBA affix may not be used by:

- (a) Student Members;
- (b) Associate Members;
- (c) Affiliate Members;
- (d) Honorary Fellows.

10. Insurance

- 10.1 Members must hold suitable insurance to cover any potential liabilities arising from negligence or breach of contract associated with their professional activities.
- 10.2 Members must have in place adequate run-off cover when they cease practice, whether because of retirement or the closure of a business, to cover work previously undertaken.

GN 10.2: Insurance must be held when a claim is made, rather than when an incident occurred. Members should therefore acquire a minimum of 6 years' worth of run-off cover and continue to monitor any risk they have of a claim being made against them after this time. Run off cover should be held at the same amount as its highest level in the three years prior to the cessation of practice.

- 10.3 Members must comply with the insurance requirements of any applicable legislation and/or local professional or regulatory body globally.

GN 10.3 For example, in the UK the ARB requires all practising registered architects to be covered by a professional indemnity insurance policy.

- 10.4 Members must make information about their insurance available to their clients where required to do so by law, but they are not required to disclose the level of any professional indemnity insurance held by them unless:
- (a) their insurer has given consent to disclosure; and/or

- (b) they are otherwise required to do so by law and/or a local professional or regulatory body.

GN 10.4:

For more information see The Provision of Services Regulations 2009: Other information to be made available

8 (1) The provider of a service must make the following information available to a recipient of the service:

- (n) *where the provider is subject to a requirement to hold any professional liability insurance or guarantee, information about the insurance or guarantee and in particular*
- (i) *the contact details of the insurer or guarantor, and*
- (ii) *the territorial coverage of the insurance or guarantee.*

- 10.5 Members should inform their insurers of any likely claim as soon as possible.

GN 10.5: Insurers are likely to have their own stipulations for notifying them of possible or likely claims. Members should comply with any stipulated timeframes in their insurance policy.

11. Non-disclosure agreements

- 11.1 Members must not use non-disclosure agreements (NDAs) to prevent the reporting of wrongdoing or professional misconduct to the relevant authorities (for example by making improper threats of litigation).

GN 11.1: NDAs are often used to protect commercial interests. Proper use of NDAs by Members is permitted. Members should be cautious and seek independent advice if seeking to use an NDA to protect their reputation or the reputation of their practice. NDAs must not be used to prevent the proper reporting of wrongdoing to relevant authorities, such as the police, a regulator or a professional body.

12. Whistleblowing

- 12.1 Members shall have in place written internal procedures to enable proper whistleblowing by employees.
- 12.2 Members shall take all reasonable steps to protect and support whistleblowers.

GN 12.2: Employees of an RIBA Member have the right not to suffer detriment or dismissal for 'blowing the whistle' on a matter of public concern or malpractice at the workplace.

- 12.3 Members should report dangerous situations and suspected wrongdoing to an appropriate person or organisation as soon as possible.

GN 12.3: An appropriate person may be an employer, a professional body or a prescribed person or organisation: <https://www.gov.uk/whistleblowing/who-to-tell-what-to-expect>. Dangerous situations include situations where employees, colleagues, clients or identifiable third parties are in danger.

Definitions

Words will generally be taken to have their ordinary/dictionary meaning. Some additional specific definitions are here by way of additional guidance:

Term	Definition
Affiliate Member	A person who has been elected as a member of the Affiliate Class of membership of the RIBA as set out by the Regulations
Associate Member	A person who has been elected as a member of the Associate Class of membership of the RIBA as set out by the Regulations
Charter and Byelaws	The RIBA 1837 Charter, 1971 Supplemental Charter and Byelaws as amended from time to time
Chartered Architect	The title Chartered Members may use in accordance with the provisions of this Code, the Regulations and the Charter and Byelaws
Chartered Member	An architect who has been elected to the class of Chartered Membership of the RIBA in accordance with the Regulations
Chartered Practice	A formally-established business providing architectural services and comprising one or more Chartered Members which meets the criteria for, and operates in accordance with, the RIBA's Chartered Practice scheme
Code	This Code of Professional Conduct
Competent authority	Any person or organisation that has the legally delegated or invested authority, capacity, or power to perform a designated function
Complaint	A grievance, or a statement that something is unsatisfactory or unacceptable
Confidentiality	The duty to refrain from sharing private or restricted information with others without express consent
Consultant	A person who provides expert advice professionally
Court of competent jurisdiction	A court that has the authority to do a certain act or hear a certain dispute
Direct professional relationship	Relationships with colleagues, clients and third parties in direct relation to professional matters
Due regard	To consciously consider
Educational sector	Parts of the economy that consist of a variety of educational providers, schools, colleges, universities, charities, agencies, businesses that have the purpose or role of providing a form of education to members of the public
Employee	A member of staff, a person employed for wages or salary
Employer	A person or organisation that employs people
Gender pay gap	The average difference between the remuneration of male and female employees

Term	Definition
Governmental authority	The Government of the United Kingdom or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government
Harass	To subject to aggressive pressure or intimidation
Heritage Asset	A building, monument, site, place, area or landscape identified as having a degree of significance meriting consideration in planning decisions, because of its heritage interest
Honorary Fellows	A person who is ineligible for Chartered Membership and is elected as an Honorary Fellow of the RIBA in acknowledgement of their significant contribution to the advancement or practice of architecture or the development of the profession
Inspection Services / inspections	Visual inspections to review the general progress and quality of the works as they relate to the architectural design
Institute	The Royal Institute of British Architects (RIBA)
Law	The system of rules which the United Kingdom, or any country a Member is operating in, recognises as regulating the actions of its members and which it may enforce by the imposition of penalties
Legal disputes	Any action, suit or proceeding between or among parties to an agreement
Legal obligations	Obligations or duties that are enforced by a court of law
Living wage	A wage that is high enough to maintain a normal standard of living
Local community	Residents of the local area
Members	A person who has been elected as a Member of the RIBA (includes Student, Affiliate, Associate, Chartered, Fellow and Retired RIBA members)
Non-Disclosure Agreement	A contract by which one or more parties agree not to disclose confidential information that they have shared with each other
Practical Completion	When the construction work is certified as practically complete under the Building Contract
Practising	Actively engaged in the architectural profession
Private sector	The part of an economy that is not under direct state control, which is run by private individuals or groups
Professional activities / professional services	Activities/services carried out in the course of a Member's profession
Professional Conduct Panel	The RIBA's hearing panel which deals with formal complaints brought against an RIBA Member or Chartered Practice
Professional membership body	An organisation comprised of members practising a profession or occupation in which the organisation maintains an oversight of the knowledge, skills, conduct and practice of that profession or occupation.
Proper concern	To consider thoroughly

Term	Definition
Public interest	The welfare or wellbeing of the general public
Public sector	The part of an economy that is controlled by the state, usually comprised of organisations that are owned and operated by the government
Reasonable endeavours/care/steps	To take a reasonable course of action to achieve the objective. Reasonable care is the degree of caution and concern an ordinarily prudent and rational person would use in similar circumstances. It is a standard used to determine a legal duty and whether such duty was fulfilled
Regulations	The RIBA Regulations made by Council under the Institute's Charter and Byelaws, as published from time to time
Regulatory authority/body, Professional regulator	A public authority or government agency responsible for exercising autonomous authority over a particular area in a regulatory or supervisory capacity
RIBA	The Royal Institute of British Architects
RIBA Employment Policy	The Employment Policy as published by RIBA from time to time and available on the RIBA website
RIBA Equal Opportunities Policy	The Equal Opportunities Policy as published by RIBA from time to time and available on the RIBA website
RIBA Professional Experience and Development Record Scheme (PEDR)	An RIBA scheme devised as a means for architectural students to record their professional experience and development in practice, as part of their education and qualification as an architect
RIBA Professional Standards team	The RIBA department which deals with such disputes and complaints as prescribed by RIBA Codes and Policies, and its Charter and Regulations
Sanction	A penalty following disciplinary proceedings (including: private caution, public reprimand, suspension, expulsion)
Significance	When used in the conservation and heritage sector – part of the built environment which is of cultural, historical, architectural, social, spiritual or aesthetic importance
Social use	Contrary to professional purposes; usage in one's private life, for correspondence with friends or family
Staff	An employee
Statement	An expression of something in speech or in writing
Sustainability / Sustainable Development	Comprises environmental, social and economic considerations. Sustainability / sustainable development in architecture addresses the negative environmental, social and economic impacts of buildings
Student Members	A student of architecture who has been elected as a member of the Student Class of membership of the RIBA as set out by the Regulations
Victimise	To selectively treat someone cruelly or unjustly
Whistleblowing	Exposing information or activity within an organisation that is deemed illegal, unethical, or not correct

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RIBA 
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