

The Standard of Conduct for Architects

A registered person who intends to maintain his integrity so as to deserve the respect and confidence of all those for whom or with whom he may work in his capacity as an architect

Will assure himself that information given in connection with his services is in substance and presentation factual and relevant to the occasion and neither misleading nor unfair to others nor intended to oust another architect from an engagement

Will before making an engagement whether by an agreement for professional services by a contract of employment or by a contract for the supply of services or goods have defined beyond reasonable doubt the terms of the engagement including

- the scope of the service**
- the allocation of responsibilities and any limitation of liability**
- the method of calculation of remuneration**
- the provision for termination**

Will have declared to the other parties to the engagement any business interest which might be or appear to be prejudicial to the proper performance of the engagement which he will carry out faithfully and conscientiously

with proper regard for the interests of those who may be expected to use or enjoy the product of his work

with fairness in administering the conditions of a building contract

and without inducements to show favour

Will if at any time he finds that his interests whether professional or personal conflict so as to put his integrity in question inform without delay those who may be concerned and if agreement is not reached to the continuance of any engagement will withdraw from it.

Advice to Architects

Issue No. 1
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Following the adoption of the Standard of Conduct for Architects in place of the former Code of Professional Conduct the Council, on the recommendation of its Professional Purposes Committee, approved the following Advice to Architects:-

1 The Standard does not prohibit the use of advertisement but does condition the manner in which it is used.

2 Offers, agreements, and declarations should be evidenced in writing; otherwise the architect's position may be weakened if subsequently his integrity is in question.

3 An architect who is offering or carrying out a service which combines architects' services with the supply of other services or goods should make clear to those concerned in what respects his responsibilities differ from a wholly independent service.

4 Architects who have an interest in the manufacture or supply of building materials, furniture or equipment are advised of the possibility of questions of conflict of interest arising from opportunities for specification from which they or those associated with them in practice might gain additional profit.

5 Whilst Section 7 of the 1931 Act refers to the individual registered person, Section 17 enables practice by a body corporate, firm or partnership. Architects who practise in any of these forms of organisation must comply with the conditions in S.17(a) and (b). Consequently though in law they may be acting as agents of such an organisation this does not limit their professional accountability.

6 The adoption of the Standard of Conduct does not alter the relationship between registered persons and any professional association of which they may be members. They remain bound by their conditions of membership which may include restrictions which the Standard of Conduct does not. A registered person may be a member of more than one association and so bound by differing conditions. Architects should remember the convention by which the most restrictive of the conditions to which they and their partners or co-directors are obligated may limit their freedom of action.

Membership or registration in other countries has a similar effect. Additionally in the European Community a complaint against an architect who is not registered in the country in which the cause of complaint occurs is to be decided having regard to the rules of that country.