

Grenfell Tower Inquiry

Paul Hyett, HKS Architects Ltd

Supplemental Report

Part 3

APPENDIX A

RIBA AGREEMENTS 2010: CONTRACTOR'S DESIGN SERVICES SCHEDULE

Contractor's Design Services Schedule

Contractor's Design Services Schedule

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RIBA

Contractor's Design Services Schedule

This is the Contractor's Design Services Schedule referred to in the Agreement relating to		
The Project, namely:		
between		
The Contractor Client, namely:		initials
and		
'The Architect, namely,' or 'The Consultant, namely:'		initials

Identification Box

The identification box above is not always necessary. For example, if you are incorporating this schedule into a document which already has an identification box, there is no need to include it.

However, if you decide to use it, you should amend the text so that it is clear what project it relates to.

Note that if you are adding this document as an appendix to your Agreement, you should use the identification box to say so. For example, you could replace the top line of text with 'This is Appendix <insert reference> referred to in the Agreement relating to'.

Alternatively, where the law of Scotland applies, amend the top line to read 'This and the following <number> pages (numbered 2 to <number>) is the <accurate title of document> referred to in the Agreement relating to:'

Contractor's Design Services Schedule

Enter the applicable stages in the right-hand box for the roles to be performed by the appointee
Delete or strike through any roles or services not to be performed by the appointee

The Services

identified in this schedule shall be performed in connection with the design of

Contractor's Proposals

a Contractor's Development

and additional schedule(s)

The Services

shall be performed in the specified Stages [as defined in the RIBA Outline Plan of Work 2007as amended November 2008] and include performance of any specified roles in the list below

Specified Roles

Project Manager
If no Project Manager is appointed the Contractor Client/Contractor Client's Representative has responsibility

Lead Consultant
Lead Consultant Services always required, whether or not other consultants are appointed

CDM Co-ordinator

Cost Consultant

Lead Designer

Architectural as Designer

Landscape as Designer

Civil and Structural Engineering as Designer

Building Services as Designer

Stages

4

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Contractor's Design Services Schedule

The Outline Plan of Work divides the process of managing and designing building projects and administering building contracts into a number of Work Stages. The sequence or content of Work Stages may vary or they may overlap to suit the

Contractor's Design Services Schedule

Contractor's Design Services: Part – 1 Role Specifications

The person appointed to the specified Roles is authorised to perform and shall be

Contractor's Design Services Schedule



Receiving regular status reports from each consultant including the Lead Designer and CDM Co-ordinator

Issuing instructions reasonably necessary for the purpose of time and cost control or co-ordination of design work within the scope of the Project subject to obtaining prior approval of the Contractor Client

Reporting to the Contractor Client at regular intervals on progress, or as necessary applying for further instructions or approval to proceed

The duties of a Construction Manager (if appointed) should be co-ordinated with or include those of the Lead Consultant

CDM Co-ordinator

Exercising the powers and duties of and associated with the statutory function of Co-ordinator under the Construction (Design and Management) Regulations 2007

Providing, as and when requested, information on health and safety issues to the Lead Consultant, the Contract Administrator/Employer's Agent, Designers and any Other Persons providing work or services reasonably necessary for such persons to carry out their duties

Facilitating communications on health and safety issues between the Contractor Client and such Other Persons

For the purposes of the Agreement the Co-ordinator is a member of the consultant team. In any conflict with the Agreement the CDM Regulations take precedence

Note: The Co-ordinator is to be appointed as soon as is practicable after preliminary design work, planning or other preparation for construction work has begun

Cost Consultant

Providing estimates, advice, valuations and other information concerning the cost of construction works

Co-ordinating and integrating estimates, advice, valuations and information provided by any Other Person

The duties of a Construction Manager (if appointed) should be co-ordinated with or include those of the Lead Consultant

Lead Designer

Co-ordinating preparation of work stage programme[s] for the design process

Co-ordinating design of all constructional elements, including work by consultants, specialists or suppliers and for health and safety matters in conjunction with the CDM Co-ordinator

Establishing the form and content of design outputs, their interfaces and a verification procedure

Communicating with the Contractor Client on significant design issues

Designers
(including Lead Designer)

Preparing and maintaining for each work stage a programme for performance of the Services, including any Services not completed in a previous stage

Providing designs, specifications, advice and information concerning the design for which the designer is responsible ('the Relevant Design') with due regard to cost, functionality, build quality and impact, buildability, construction safety, operation and maintenance

Determining materials, elements and components, standards of workmanship, type of construction and performance in use for the Relevant Design

Contractor's Design Services Schedule

Preparing drawings, sketches, schedules, specifications, calculations and production and tender information for the Relevant Design as appropriate

Giving due regard to the guidelines contained in the current publication *Good practice in selection of construction materials* (Ove Arup and Partners British Council of Offices 1997) unless authorised by the Contractor Client in writing to specify or authorise products or materials generally known within the Designer's profession at the time of specification or authorisation to be deleterious or hazardous to health or safety or to affect the durability of construction works

(Where engaged to provide services during the construction stage other than any duties in connection with administration of the building contract), making the appropriate number of visits to the site for:

- a) inspection generally of the progress and quality of the Relevant Design as built;
- b) obtaining information necessary for the issue of any notice or certificate to be given by the Contractor Client under the building contract.

Architectural Designer's services include siting, spatial arrangement, amenity and appearance of buildings and external works elements. Includes services as relevant to Landscape Architects or Interior Designers

Structural Designer's services include civil engineering elements, structural stability of building sub-structures, super-structures and external works elements.

Building Services Designer's services include building services (including mechanical, electrical, public health, transport and/or communications systems) elements

Specialist Designer's services relate to elements allocated to a contractor or sub-contractor who it is intended will construct the specialist work, or to a consultant with special expertise where the specialist work will be constructed by another firm

Contractor's Design Services Schedule

Delete or strike through any services not required. Make any necessary amendments to included services and/or add additional services

Contractor's Design Services: Part 2 – Design Services

WORK STAGE SERVICES

All commissions	Receiving Contractor Client's [CC] instructions and information about the Site
	Visiting the Site and carries out an initial appraisal
	Preparing or contributing to project quality plan
	Preparing and maintaining work stage programme[s] for performance of the Services
	Preparing Work Stage Reports and submitting to Contractor Client
Preparation	A Appraisal
	Receiving CC's instructions (incorporating Employer's Requirements ¹ and pre-tender Information Pack – CDM 2007)
	Identifying alternative solutions for the project
	Reviewing with CC alternative design and construction approaches
	Providing information for a report on cost implications
Design	Advising on the need for services by consultants or specialists
	B Design Brief
	Contributing to preparation of the Contractor Client's Policy Statement which confirms key requirements and constraints and identifying procedures, organisational structures, range of consultants and specialists to be engaged for the Project <i>(Compiling, revising and editing the Design Brief on behalf of the Contractor Client is an Other Service 3b)</i>
	C Concept
	Receiving Design Brief; assisting in preparation of additional briefing data (Project Brief)
	Preparing Concept Design, also showing outline proposals for structural and building services systems, and including outline specifications
	Reviewing procurement method
	Providing information for approximate estimate of Construction Cost

Contractor's Design Services Schedule	
	D Design Development Contributing to completion of the Project Brief Investigating effect of statutory standards and construction safety on Concept design Consulting statutory authorities Developing the approved Concept Design to show spatial arrangements, type of construction, materials, appearance and detailed proposals for structural and building services systems and updated outline specifications Providing information for estimate of Construction Cost <i>Preparing and submitting application for detailed planning permission</i>
	E Technical Design Consulting statutory authorities on developing design Preparing technical designs, calculations and specifications sufficient to co-ordinate components and elements of the project <i>including information for statutory standards and construction safety</i> Providing information for updating estimate of Construction Cost
Pre-construction	F Production Information Preparing production information including specifications in sufficient detail to enable a tender to be submitted or tenders to be obtained <i>Preparing and making submissions (gives building notice (not in Scotland)) under building acts and/or regulations or other statutory requirements</i> Providing information for updating estimate of Construction Cost <i>Preparing further information for construction</i> <i>Reviewing design information provided by specialists</i>
	G Tender Documentation Passes final information to CC for construction phase Health and Safety Plan ¹ <i>Provides tender submission documents as required by the (Employer's) Requirements</i> ¹ <i>Provides information for preparation of the tender price</i>
NB: Activities in italics may be moved to suit project requirements	
¹ Only if the design is for Contractor's Proposals in a design and build contract	

Contractor's Design Services Schedule	
	H Tender Action
	<i>¹ Assists CC to answer queries</i>
	<i>¹ Assists CC with any negotiations with Employer Client</i>
Construction	J Mobilisation
	Providing copies of documents as required for the building contract
	Issues production information as required
	Completes all statutory and other submissions
If instructed	<i>¹ Amend production information to comply with the building contract</i>
	K Construction to practical completion
	Making visits to construction works as Designer
	Providing further information reasonably required for construction
	Reviewing design information from CC, sub-contractors or specialists
	Attends site, progress and handover meetings
	Providing drawings and information as required and for the Health and Safety File (CDM 2007) and the building log book (Building Regs. Part L)
	Reviewing compliance with statutory and contract requirements
	Giving general advice on operation and maintenance of the building
Use	L Post Practical Completion
	L1 Advising on resolution of defects
	Collaborates in pre-final inspections
	Providing information for agreeing final account
	L2 Assisting building user during initial occupation period, if applicable
	L3 Carrying out Post Occupation Evaluation, if applicable
NB: Activities in <i>italics</i> may be moved to suit project requirements	
11	

Contractor's Design Services Schedule

Contractor's Design Services: Part 3 – Other Services

Delete or strike through any services not required. Check the boxes for the required services [Y or ✓]. Alternatively, enter 'T' for time-based services or 'LS' for lump sums, make any necessary amendments and/or add additional services.

Sites, buildings and related services

- 1 ☐ Options appraisal
- 2a ☐ Design Brief
- 2b ☐ Final written brief
- 2c ☐ Room data sheets
- 3 ☐ Selection of sites and/or buildings
- 4 ☐ Outline planning submissions
- 5 ☐ Environmental studies
- 6 ☐ Negotiations in connection with statutory approvals
- 7 ☐ Surveys, inspections or specialist investigations
- 8 ☐ Accessibility audit
- 9 ☐ Party wall matters
- 10 ☐ Services in connection with a Site Waste Management Plan
- 11 ☐ Two stage tendering
- 12 ☐ Briefing and/or tender documentation for specialist services
- 13 ☐ Assist with negotiations with an Employer Contractor Client
- 14 ☐ Use of energy in new or existing buildings
- 15 ☐ Value and/or risk management services
- 16 ☐ Electronic document control system
- 17 ☐ Compiling maintenance and operational manuals
- 18 ☐ Specially prepared drawings of building as built, models, photographs, etc.
- 19 ☐ Submissions to and negotiations with landlords, freeholders, etc.
- 20 ☐ Applications or negotiations for statutory and other grants

Compiling, revising and editing

Contractor's Design Services Schedule

- 20 ☐ Applications or negotiations for statutory and other grants
- 21 ☐ Witnessing tests on work designed by the Architect/Consultant
- 22 ☐
- 23 ☐
- 24 ☐
- 25 ☐
- 26 ☐

Special Services

Special Services only required if the need arises during the commission, which may be instructed as additional Services

- Revision of or preparation of additional documents to:
 - comply with requirements of planning or statutory authorities, landlords, etc.;
 - comply with changes in interpretation or enactment or revisions to laws or statutory regulations;
 - make changes or corrections not arising from any failure of the Architect/Consultant.
- Investigations and instructions relating to work not in accordance with the building contract.
- Assessment of alternative designs, materials or products proposed by a contractor or sub-contractor.
- Assistance to the CC dealing with extensions of time and contractor's claims.
- Services on behalf of the CC in connection with any dispute between the Contractor Client and another party.
- Services following damage to or destruction of a building in construction or of existing buildings.
- Services following suspension, termination of any contract or agreement with or the insolvency of any other party providing services to the project.
- Services in connection with easements or other legal agreements.

APPENDIX B

CONTRACTOR'S DESIGN SERVICES SCHEDULE: NOTES PARTS 1-4

Contractor's Design Services Schedule: Notes Parts 1–4

WHAT IS THIS DOCUMENT?

Contractor's Design Services Schedule: Notes Parts 1–4

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Contractor's Design Services Notes

- Part 1: Design and build procurement
- Part 2: Amendments for Employer's Requirements
- Part 3: Amendments for Contractor's Proposals or Consultant Switch
- Part 4: Amendments upon Novation

Contractor's Design Services Schedule: Notes Parts 1–4

The tender documents must therefore provide sufficient information, including where appropriate the architect/consultant's draft contract to enable the tenderer to calculate, without needing the architect/consultant's services, a price for carrying out and completing the design and construction of the works.

The subsequent building contract will include the requirement for the contractor on acceptance of a tender to appoint the architect/consultant (consultant switch) or accept the novation.

Although there are risks, particularly in terms of cost control, adoption of a two-stage tendering process, where the detailed design is developed in conjunction with the contractor, can ease some of the organisational difficulties. The change point then occurs after the successful contractor's first-stage submission, and commences with Services required for the final submission.

Watch-points

The architect/consultant's objective must be to obtain clear definition of the obligations/liabilities to each client. The switched or novated architect/consultant should avoid any further or separate responsibility to the original client in relation to the contractor's obligations during construction or after practical completion.

Note the terms of the building contract or the Employer's Requirements may impose obligations on the contractor that are different from those of the architect/consultant, for instance:

- fitness-for-purpose requirements;
- selection of materials;
- provision of design documents for construction and at completion or on termination;
- payment periods;
- copyright and licence to use design documents;
- insurance cover;
- limitation of liability in terms of time or amount;
- absolute obligations in respect of programme, cost, etc. (without any provisions for matters outside the architect/consultant's control);
- terms of collateral warranties/third-party rights schedules;
- dispute resolution procedures.

The architect/consultant will need to consider the risks arising from any change to the usual terms of professional services agreements and/or ask to see details of the contractor's own contractual arrangements. Particular areas of concern may be the design and price submitted by the contractor without input from the architect/consultant, and the terms of warranty agreements with third parties.

Appointment of an architect/consultant

An appointment can be made:

- 1 by the client:
 - a) to prepare Employer's Requirements in the pre-construction stages and to act as Employer's Agent and/or Designer in the construction stages; or
 - b) to prepare Employer's Requirements in the pre-construction stages and then, after acceptance of a tender from a contractor, to complete the design work for the contractor by consultant switch, or novation; or
- 2 by a contractor
 - a) for Contractor's Proposals for a JCT building contract; or
 - b) for a Contractor's Designed Portion for a JCT building contract; or
 - c) to provide services in connection with a Contractor's Development project.

Parts 2, 3 and 4 of these notes describe the arrangements for Employer's Requirements, Consultant Switch or Consultant Switch and Novation and, in downloadable editable format, the amendments required to the Standard Conditions 2010.

Contractor's

Schedule of Contra

This schedule can be Specifications, Design architect/consultant i

- to be 'switched' o
- to prepare Contra
- to provide service

The schedule is desi the requirements of t the Lead Consultant, duties of Contract Ad

The relevant work sta Requirements and/or Delete/cross through appropriate and appl

If the Employer's Rec the end of stage C be would be J, D, E, E, t

However, if planning carried out at stage D Contractor's Design S indicated at Stage J -

Identify any 'Other Se who should perform t

When implementing t negotiate amendmen ('deliverables') as we schedule need carefu

Late change to desi

If after the architect/o inviting tenders, it is c architect/consultant s architect/consultant b

- continuing with th services complete
- terminating perfor agreement.

Contractor's Design Services Schedule: Notes Parts 1–4

Part 2: Amendments for Employer's Requirements

If the architect/consultant is appointed by the client to prepare Employer's Requirements and act as Employer's Agent Employer/Client, the Agreement will comprise:

- the Standard Conditions of Appointment 2010;
- the Amendments for Employer's Requirements (see below);
- the Project Data schedule;
- the Role Specifications, Design and Other Services schedule (for the relevant pre-construction work stages);
- the Fees and Expenses schedule;
- any appendices; and
- a Memorandum of Agreement or Letter of Appointment.

In the pre-construction stages the architect/consultant may provide services in any or all of Work Stages A – F prior to completing development of the 'Employer's Requirements' at Stage G and inviting tenders at stage H. If the Employer's Requirements are to give minimal information the architect/consultant's services could be stages A, C, possibly D, G and H followed if appropriate by stages J, K and L.

NB: If appointed to provide Services as Employer's Agent and/or Designer in the stages J, K and L1, the extent of authority and the services required must be agreed with the Client

Amend the Standard Conditions 2010 on the face of the document and ensure the parties subsequently initial the change:

2.5.3 Insert 'or approved Employer's Requirements' after 'approved design'

and

in the Project Data **Insert** <title of relevant building contract> at 'Procurement by'

and the Services **Strike out** (print version) or **delete** (RTF version) any work stages or activities not required in the *Role Specifications, Design and Other Services* schedule.

Contractor's Design Services Schedule: Notes Parts 1–4

Part 3: Amendments for Contractor's Proposals or Consultant Switch

A contractor may appoint an architect or consultant to prepare the Contractor's Proposals and other post-contract services:

- as direct appointment; or
- in consequence of a consultant switch, i.e. when the employer client requires the contractor, as a condition of the building contract, to make a separate follow-on agreement with the architect/consultant.

In the case of consultant switch there are two separate contracts. The first, between architect/consultant and the client, is for preparing information sufficient to obtain a tender and then comes to an end. The second, between architect/consultant and the contractor, is for preparing or completion of the design – Contractor's Proposals. When the architect is directly appointed by the contractor, the same amendments will apply.

When the consultant switch takes effect:

- the architect/consultant's services are performed for the benefit of the contractor as client to the exclusion of the employer as former client;
- the architect/consultant remains liable to the employer client for defaults in services previously undertaken for the benefit of the employer client, but does not owe the employer client a professional duty for services undertaken for the contractor client.

The **first** Agreement for the preparation of the Employer's Requirements will comprise:

- the Standard Conditions of Appointment 2010;
- the Amendments for Consultant Switch (see below);
- the Project Data schedule;
- the Role Specifications, Design and Other Services schedule (for the relevant pre-construction work stages);
- a copy of the draft Agreement with the contractor and the Contractor's Design Services schedule for the relevant post-tender stages;
- the Fees and Expenses schedule;
- any appendices; and
- a Memorandum of Agreement or Letter of Appointment.

In the pre-construction stages the architect/consultant may provide services in any or all of Work Stages A – F prior to completing development of the 'Employer's Requirements' at Stage G and inviting tenders at stage H

The **second** Agreement for the preparation of Contractor's Proposals will comprise:

- the Standard Conditions of Appointment 2010;
- the Amendments for Consultant Switch (part 3.2)
- the Project Data schedule
- the Contractor's Design Services schedule (replacing Role Specifications, Design and Other Services) for the relevant post-tender stages;
- the Fees and Expenses schedule;
- any appendices; and
- a Memorandum of Agreement or Letter of Appointment

Prior to the switch, the contractor may require client and architect/consultant to negotiate amendments to the conditions or the schedules, e.g. the contractor may require specific information ('deliverables') as well as or instead of the outputs described in general terms in the schedule. Any such changes to the schedule need careful consideration, as they may impact on architect/consultant's liability.

Contractor's Design Services Schedule: Notes Parts 1–4

Part 3.1: Amendments for Consultant Switch (First contract)

Amend the Conditions on the face of the document and the parties subsequently initial the change:
Or, create an amendment sheet and complete the identification box:

'RIBA Standard Conditions of Appointment 2010 and the related components have effect as modified in this Appendix'.

CONDITIONS

2.5.3

Insert after 'or approved Employer's Requirements''approved design'

Insert new clause:

Consultant Switch

8.4

This Agreement for the preparation of Employer's Requirements is automatically terminated on the date that the [Architect] [Consultant] in accordance with clause 7.7.3 executes with the contractor, appointed to complete the design and construction of the Project, the agreement for Contractor's Proposals appended to this Agreement.

This is Appendix <insert reference> Amendments for Consultant Switch (1) referred to in the Agreement relating to

The Project, namely:

between

The Client, namely:

initials

and

'The Architect, namely:' or
'The Consultant, namely:'

initials

And in the Project Data and the Services

Insert at 'Procurement by' <title of relevant building contract>

Strike out (print version) or delete (RTF version) any work stages or activities not required in the Role Specifications, Design and Other Services schedule.

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Contractor's Design Services Schedule: Notes Parts 1–4

Part 3.2: Amendments for Contractor's Proposals or Consultant Switch (Second contract)

Create an amendment sheet and complete the identification box.

RIBA Standard Conditions of Appointment 2010 have effect as modified in this Appendix.

1 Definitions and interpretation etc.

Definitions

1.1 Insert or amend or substitute the following definitions in clause:

Brief: Delete the definition and insert: 'The Brief means the Employer's Requirements together with the Client's Policy Statement.'

Insert 'Building Contract' means the contract between the Employer and the Contractor.'

Insert 'Client' means the party referred to as Client in this Agreement and Contractor in the Building Contract.'

Insert 'Contractor' the party referred to as Contractor in the Building Contract.'

Insert 'Contractor's Policy Statement' means any requirements of the Contractor additional to the Employer's Requirements.'

Insert: 'Contractor's Proposals' means the Contractor's proposals for completion of the design and construction of the Project under the Building Contract.'

Construction Cost: Delete the definition and insert: 'Construction Cost means the actual cost of constructing the Project upon agreement or determination of a final account for the Project; and

- including the cost for installing during construction of the project equipment and/or materials provided or to be provided by the Employer; and
- excluding Value Added Tax; any loss and/or expense payments paid to the Contractor, or any adjustment for any liquidated damages deducted by the Employer.'

Insert 'Employer' means the party referred to as Employer in the Building Contract and previously the Client of the [Architect] [Consultant] for this Project.'

Insert: 'Employer's Requirements' means the specified requirements of the Employer incorporated in the Building Contract.'

This is Appendix <insert reference> Amendments for Contractor's Proposals referred to in the Agreement relating to

The Project, namely:		
between		
The Contractor Client, namely:		initials
and		
'The Architect, namely:' or 'The Consultant, namely:'		initials

Contractor's Design Services Schedule: Notes Parts 1-4

Amend the following clauses

2.7 **Delete** 'Client' and insert 'Employer'.

5.9 **Insert** 'provided that the [Architect] [Consultant] notified the Client on becoming aware that such extra work or expense will be required and the Client authorised the [Architect] [Consultant] to proceed' at the end of the first sentence.

Delete the penultimate sentence.

5.14 **Delete** '28 days' and **insert** '42 days'.

7.3 **Delete** the word 'Client' and **insert** 'Employer or Contractor, whether as Client or otherwise'.

Insert new sub-clause:

8.2.2 c) 'termination of the Building Contract'.

Insert new clause: 'Consultant Switch'

'8.4 Before exercising any right of termination under this Agreement the [Architect] [Consultant] or the Contractor shall give the Employer 21 days' notice of the intention to determine performance of the [Architect's] [Consultant's] Services or to treat the same as having been repudiated.'

Insert new clause 'Joinder'

'9.4 The Client may at any time require that a dispute or difference arising out of this Agreement is dealt with together with and/or by the same person who is dealing with a related dispute or difference arising out of the Building Contract.'

In the Project Data **Insert** in Project description **The Brief** See Appendix <insert reference>.

Under Adjudication **insert** 'the Building Contract' after 'other'.

Under Litigation or Arbitration where the Building Contract *includes* an arbitration clause, choose 'is referred to arbitration in accordance with the clause 9.3'. If the Building Contract *excludes* an arbitration clause, choose 'is determined by legal proceedings'.

The Briefing documents to be attached as an Appendix should include relevant contract documents forming part of the Building Contract and any supplementary documents.

and in the Services **Strike out** (print version) or **delete** (RTF version) any post-tender work stages or activities not required in the *Contractor's Design Services* schedule.

Contractor's Design Services Schedule: Notes Parts 1–4

Part 4: Amendments upon Novation

Novation

Novation arises when the Employer Client requires the contractor, as a condition of the building contract, to take over the Agreement with the architect/consultant. Upon novation:

- the architect/consultant becomes liable to the contractor client in respect of the Services already performed and to be performed by the architect/consultant under the Agreement;
- the contractor client is entitled to any remedy under the novated Agreement for defective performance by the architect/consultant.

The **original** Agreement will comprise:

- the Standard Conditions of Appointment 2010;
- the Amendments upon Novation (see below);
- the Project Data schedule;
- Role Specifications, Design and Other Services schedule for the relevant pre-tender stages and the Contractor's Design Services schedule for the post-tender stages;
- the Fees and Expenses schedule;
- a copy of the novation agreement to be completed by the client, the architect/consultant and the contractor on acceptance of the contractor's tender
- any appendices; and
- a Memorandum of Agreement or Letter of Appointment.

Prior to the novation, the contractor may require client and architect/consultant to negotiate amendments to the conditions or the schedules, e.g. the contractor may require specific information ('deliverables') as well as instead of the outputs described in general terms in the schedule. Any such changes to the schedule need careful consideration, as they may impact on architect/consultant's liability.

RIBA recommend use of the CIC Novation Agreement, available from CIC (www.cic.org.uk).

The City of London Law Society (www.citysolicitors.org.uk) also publishes a Novation Agreement but this seeks to make the architect/consultant liable to the contractor for services carried out '*ab initio*' i.e. prior to the novation with consequential increase in risk to the architect/consultant.

Contractor's Design Services Schedule: Notes Parts 1–4

Create an amendment sheet and complete the identification box

Upon novation of the [Architect] [Consultant] RIBA Standard Conditions of Appointment 2010 have effect as modified in this Appendix.

1

Definitions and interpretation etc.

Definitions

1.1

Insert, amend or substitute the following definitions:

Brief: Delete the definition and insert: The Brief means the Employer's Requirements together with the Client's Policy Statement.

Insert 'Building Contract means the contract between the Employer and the Contractor.'

Insert 'Client means the party referred to as Client in this Agreement and Contractor in the Building Contract.'

Insert 'Contractor the party referred to as Contractor in the Building Contract.'

Insert 'Contractor's Policy Statement means any requirements of the Contractor additional to the Employer's Requirements.'

Insert: 'Contractor's Proposals means the Contractor's proposals for completion of the design and construction of the Project under the Building Contract.'

Construction Cost: 'Delete the definition and insert: Construction Cost means the actual cost of constructing the Project upon agreement or determination of a final account for the Project; and

- including the cost for installing during construction of the project equipment and/or materials provided or to be provided by the Employer; and
- excluding Value Added Tax; any loss and/or expense payments paid to the Contractor, or any adjustment for any liquidated damages deducted by the Employer.'

Insert 'Employer means the party referred to as Employer in the Building Contract and previously the Client of the [Architect] [Consultant] for this Project.'

Insert: 'Employer's Requirements means the specified requirements of the Employer incorporated in the Building Contract.'

This is Appendix <insert reference> Amendments upon Novation referred to in the Agreement relating to

The Project, namely:

between

The Contractor Client, namely:

initials

and

'The Architect, namely:' or
'The Consultant, namely:'

initials

13

21

PHYS0000004/21
PHYS0000004_0021

Contractor's Design Services Schedule: Notes Parts 1–4

Amend the following clauses:

2.7 **Delete** 'Client' insert 'Employer'.

5.9 **Insert** 'provided that the [Architect] [Consultant] notified the Client on becoming aware that such extra work or expense will be required and the Client authorised the [Architect] [Consultant] to proceed' at the end of the first sentence.

Delete the penultimate sentence.

5.14 **Delete** '28 days' and **insert** '42 days'.

7.3 **Delete** the word 'Client' and **insert** 'Employer or Contractor, whether as Client or otherwise'.

Insert new sub-clause:

8.2.2 c) 'termination of the Building Contract'.

Insert new clause: 'Novation'

'8.4 Before exercising any right of termination under this Agreement the [Architect] [Consultant] or the Contractor shall give the Employer 21 days' notice of the intention to determine performance of the [Architect's] [Consultant's] Services or to treat the same as having been repudiated.'

Insert new clause: 'Joinder'

'9.4 The Client may at any time require that a dispute or difference arising out of this Agreement is dealt with together with and/or by the same person who is dealing with a related dispute or difference arising out of the Building Contract.'

In the Project Data **Insert** in Project description 'The Brief See Appendix <insert reference>'.

Complete the relevant box (clause 7.7.3) and attach a copy of the draft Novation Agreement.

Under Adjudication **insert** after 'other' 'the Building Contract'.

Under Litigation or Arbitration where the Building Contract *includes* an arbitration clause, choose 'is referred to arbitration in accordance with the clause 9.3'. If the Building Contract *excludes* an arbitration clause, choose 'is determined by legal proceedings'.

The Briefing documents to be attached as an Appendix should include relevant contract documents forming part of the Building Contract and any supplementary documents.

and in the Services **Strike out** (print version) or **delete** (electronic version) any post-tender work stages or activities not required in the *Contractor's Design Services* schedule.

APPENDIX C

The following extracts in italics are taken from information that was available respectively from the BRE (Building Research Establishment) and the CWCT (Centre for Window and Cladding) at the time of the 2012-16 Works. They indicate the prevailing thinking at the time with respect to the use/incorporation of cavity barriers within ventilated cavity systems.

A) BRE 135, 3rd edition, 2013 {CEL00003364/22}

'6.4.2 Fire barriers: ventilated cavities

'Fire barriers installed in ventilated cavity systems are intended to prevent fire propagation through the cavities and any combustible materials used within the system, while maintaining an air flow through the system that allows the cavity to operate effectively during normal circumstances...

Various fire barrier designs have been proposed, including intumescent grill systems and through fixed-steel plates, but the key elements for producing an effective fire barrier for ventilated-cavity systems have been found to be:

- the details of the fixing of the fire barrier to the system substrate*
- that the fitting for the fire barrier is independent of the sheeting rail*
- that the fire barrier, when operating, closes across the full depth of the cavity and in some cases protrudes from the front face, to allow for movement of the panels during test*
- that the fire barrier, when operating, closes against a non-combustible structure within the system such as a mineral fibre fire break.*

The nature of the fire barriers required to prevent fire spread has been found to depend, in the main, on the nature of the cladding itself. Limited experience has shown that effective fire barriers can be designed and installed for these systems. The fire barriers required the vertical sheeting rails to be cut, and therefore interrupted, at regular intervals. Certain barrier systems were found to be adequate for some sheeting materials but not for others. Fire barrier systems therefore need to be considered in the context of the complete system for each specific design, as currently there are no generic solutions that are suitable for all applications.

In practice it has been found that small-scale tests do not fully characterise the fire hazard associated with full-scale cladding systems. The only effective way to assess the fire performance of the fire barriers for this type of relatively complex system is to test the complete system at large scale.

The use of fire protection solely around the windows was generally found to be inadequate in preventing fire spread.

As indicated in the BRE 135 document (2013) the effectiveness of the cavity barriers will depend on the assembly as a whole and therefore, if following the linear ADB2 route, the effectiveness of the cavity barriers behind a ventilated rainscreen cladding would be subject to the other elements of the external wall meeting the requirements of ADB2 paragraphs 12.6 – 12.9.

B) CWCT Standard for Systemized Building Envelopes Part 6 Fire Performance, September 2008 {CWCT0000046/14}

‘6.4.4.2 Cavities in rainscreen walls

All rainscreen walls have a cavity between the rainscreen and the backing wall. Some rainscreen walls have additional cavities between the framing members and the backing wall. The requirements below apply to the cavity between the rainscreen and the backing wall and may also apply to cavities within the backing wall’.

- i) *Cavity barriers should be provided close to the edges of cavities to restrict entry of fire into cavities and to restrict movement of fire from the cavity to other parts of the building.*

‘In a rainscreen cavity this requirement conflicts with the need to provide drainage and ventilation of the cavity. At the base of the cavity, provision of cavity closers that drain water out through the front face of the rainscreen will reduce the risk of entry of fire below but still allow ventilation and drainage. At the head of the cavity it is difficult to close the cavity as there will normally be additional joints at a slightly lower level which could allow fire to escape from the cavity. The risk of fire escaping from the cavity and causing fire spread to other parts of the building should be assessed.

- ii) *Cavity barriers shall be provided to close the cavity around penetrations through rainscreen for windows and doors.*

‘Aluminium and aluminium alloys show a reduction in strength at temperatures much above 100°C and at 300°C most of the strength is lost. For this reason unprotected aluminium window pods will not satisfy this requirement...

Cavity fire barriers should not prevent ventilation during everyday use.’

C) CWCT Technical Note No.73 ‘Fire performance of curtain walls and rainscreens’, March 2011 {CWCT0000019/4}

‘Cavity barriers in rainscreen construction

Fire and smoke spread in rainscreen cavities is particularly dangerous as it may be more rapid than on the outside face of the cladding, due to the creation of a flue, and it may be undetected by building users or firefighters. It is therefore often necessary to incorporate cavity barriers in rainscreen cavities to limit the spread of fire and smoke'

'Design of cavity barriers

'The provision of cavity barriers in a rainscreen wall presents a number of conflicts. The obvious conflict is between the need to seal the cavity to prevent the spread of smoke and fire and the need for ventilation and drainage...

This conflict can be overcome by the use of intumescent materials which allow a cavity to be maintained under normal circumstances but seal the cavity in the event of a fire...

Cavity barriers may be tested following the principles of BS 476-20 or BS EN 1366-4. Tests are generally conducted with the barrier in a cavity between walls of fire resisting construction and performance with rainscreen panels may be different. Intumescent materials react at approximately 150°C thus allowing passage of cool smoke. When the temperature does rise they may take a significant time to form a seal. This time delay may not be significant in a test where the cavity is empty but may be significant in practice if there is combustible insulation in the cavity which could be ignited in the time taken to seal the cavity. The Association for Specialist Fire Protection (www.asfp.org.uk) is currently investigating the development of a test procedure specifically for rainscreen cavity barriers which will address these issues.

Research at the BRE using large scale tests on rainscreen walls (BR135) has found that cavity barriers with a continuous strip of intumescent material are more effective than those with perforated plates and that to make barriers more effective it may be necessary to break vertical cladding rails so that the cavity barrier can be continuous'

The other issue is the practicality of the sealing the edges of the cavity. Most rainscreen cavity systems have numerous joints and sealing the edge of the cavity may be of little practical effect if there are open joints a short distance away. For example terracotta systems often have horizontal joint at 300mm intervals.

A practical approach is to detail flashings at the base of the cavity, including above windows, to inhibit the entry of rising flames and smoke. This will generally require galvanised steel flashings which extend to the outer face of the rainscreen. Flames emerging from the top of the cavity are of concern if they can cause fire spread to other parts of the building or other buildings. If the flames cannot be contained within the cavity the areas at risk could be protected'.

APPENDIX D

ARCHITECT'S POCKET BOOK

Drawing conventions – continued

Masonry



brickwork



blockwork



lightweight block



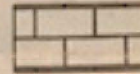
stonework



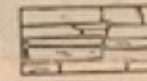
engineering brick



brickwork
running bond

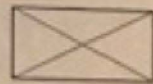


stonework
running bond

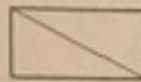


stonework
random rubble

Timber



rough sawn (any type)



blocking (any type)

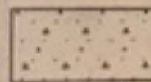


softwood
machined all round



hardwood
machined all round

Site-formed materials



concrete



plaster / render
screed



granular fill



asphalt macadam



mulch



topsoil

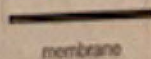


subsoil

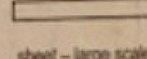


hard fill

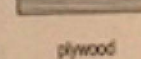
Manufactured materials



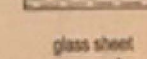
membrane
board layer



sheet – large scale



plywood



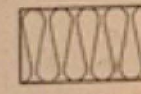
glass sheet



blockboard



veneered blockboard



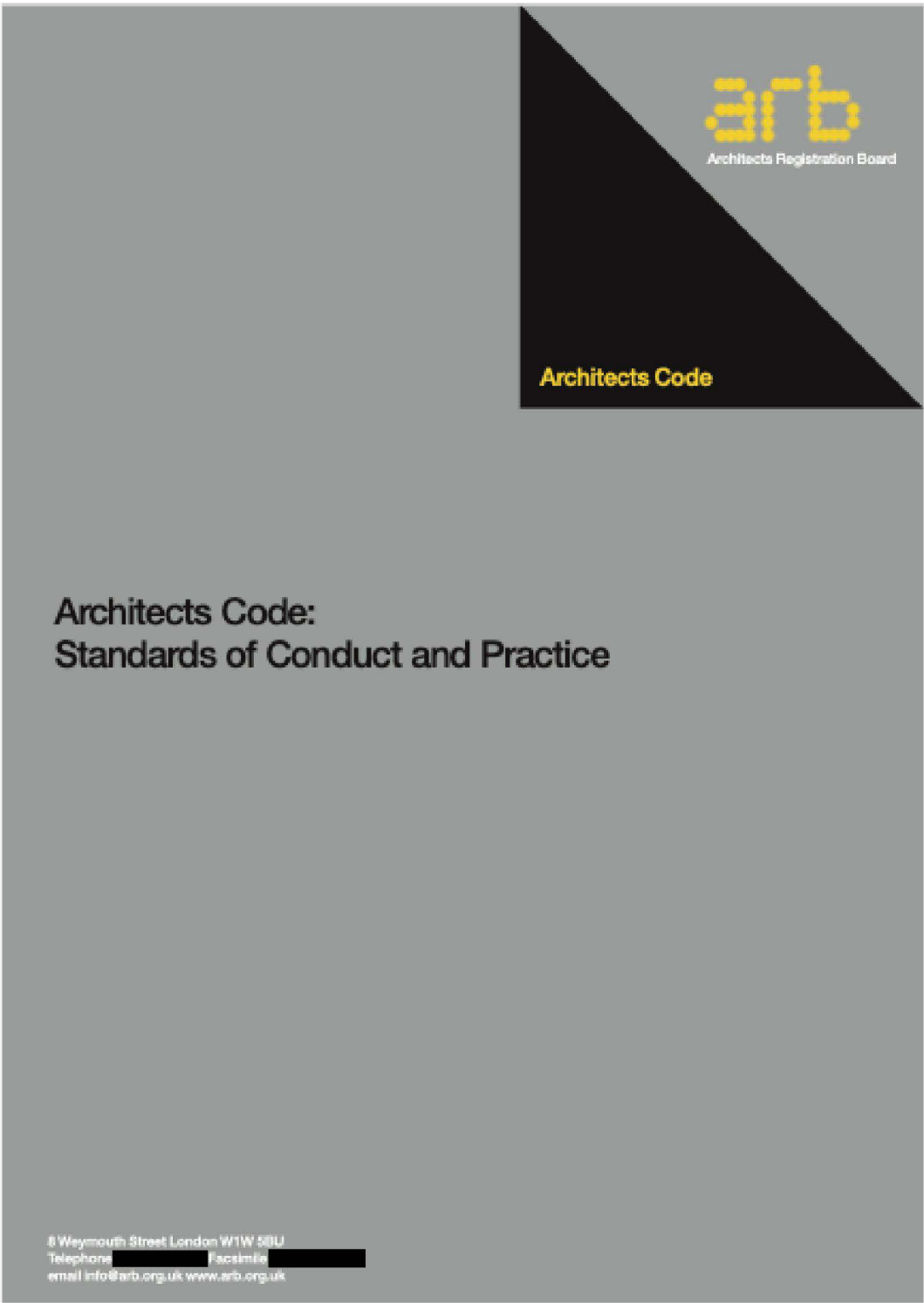
insulation quilt



insulation board

APPENDIX E

ARB – ARCHITECT’S CODE: STANDARDS OF CONDUCT AND PRACTICE, SEPTEMBER 2009



The Architects Code Standards of Professional Conduct and Practice

As an architect you are expected to:

1. Be honest and act with integrity
2. Be competent
3. Promote your services honestly and responsibly
4. Manage your business competently
5. Consider the wider impact of your work
6. Carry out your work faithfully and conscientiously
7. Be trustworthy and look after your clients' money properly
8. Have appropriate insurance arrangements
9. Maintain the reputation of architects
10. Deal with disputes or complaints appropriately
11. Co-operate with regulatory requirements and investigations
12. Have respect for others

The Architects Code Standards of Professional Conduct and Practice

Introduction

Section 13 of the Architects Act 1997 ("the Act") requires the Architects Registration Board ("the Board") to issue a Code laying down the standards of professional conduct and practice expected of persons registered as architects under the Act. This is that Code. Any failure to comply with the provisions of this Code is not of itself to be taken as constituting unacceptable professional conduct or serious professional incompetence, but it shall be taken into account in any disciplinary proceedings before the Board's Professional Conduct Committee.

You are expected to be guided in your professional conduct and professional work by the spirit of the Code as well as by its express terms. The fact that a course of conduct is not specifically referred to in the Code does not mean that it cannot form the basis of disciplinary proceedings. Each case is judged on its facts, and there may be circumstances in which unacceptable professional conduct or serious professional incompetence is found even where there has been no clear breach of the express terms of the Code.

Not every shortcoming, or failure to meet the Standards expected by the Code, will necessarily give rise to disciplinary proceedings.

A disciplinary order may be made against you if you are convicted of a criminal offence other than where that offence has no material relevance to your fitness to practise as an architect.

Standard 1

Honesty and Integrity

- 1.1 You are expected at all times to act with honesty and integrity and to avoid any actions or situations which are inconsistent with your professional obligations. This standard underpins the Code and will be taken to be required in any consideration of your conduct under any of the other standards.
- 1.2 You should not make any statement which is contrary to your professional opinion or which you know to be misleading, unfair to others or discreditable to the profession.
- 1.3 Where a conflict of interest arises you are expected to disclose it in writing and manage it to the satisfaction of all affected parties. You should seek written confirmation that all parties involved give their informed consent to your continuing to act. Where this consent is not received you should cease acting for one or more of the parties.
- 1.4 Where you make or receive any payment or other inducement for the introduction or referral of work, you should disclose the arrangement to the client or prospective client at the outset.

Standard 2

Competence

- 2.1 You are expected to be competent to carry out the professional work you undertake to do, and if you engage others to do that work you should ensure that they are competent and adequately supervised.
- 2.2 You are expected to make appropriate arrangements for your professional work in the event of incapacity, death, absence from, or inability to, work.
- 2.3 You are expected to ensure that the necessary communication skills and local knowledge are available to you to discharge your responsibilities.
- 2.4 You are expected to keep your knowledge and skills relevant to your professional work up to date and be aware of the content of any guidelines issued by the Board from time to time.

Standard 3

Honest promotion of your services

- 3.1 You are expected to promote your professional services in a truthful and responsible manner.
- 3.2 In advertising and promoting your professional services you should comply with the codes and principles applying to advertising generally. These include those of the Advertising Standards Authority or any other body having oversight of advertising standards in various media.
- 3.3 The business style of a practice should not be misleading.
- 3.4 If you are a principal in a practice you are expected to ensure that all architectural work is under the control and management of one or more architects, and that their names are made known to clients and any relevant third party. You should notify your client promptly of any change in the architect responsible for the work.

Standard 4

Competent management of your business

- 4.1 You are expected to have effective systems in place to ensure that your practice is run professionally and that projects are regularly monitored and reviewed.
- 4.2 You should ensure that you are able to provide adequate professional, financial and technical resources when entering into a contract and throughout its duration. You should also, where appropriate, ensure you have sufficient suitably qualified and supervised staff to provide an effective and efficient service to clients.
- 4.3 You should ensure that adequate security is in place to safeguard both paper and electronic records for your clients, taking full account of data protection legislation, and that clients' confidential information is safeguarded.

→ 4.4 You are expected to ensure that before you undertake any professional work you have entered into a written agreement with the client which adequately covers:

- the contracting parties;
- the scope of the work;
- the fee or method of calculating it;
- who will be responsible for what;
- any constraints or limitations on the responsibilities of the parties;
- the provisions for suspension or termination of the agreement;
- a statement that you have adequate and appropriate insurance cover as specified by the Board;
- your complaints-handling procedure (see Standard 10), including details of any special arrangements for resolving disputes (e.g. arbitration).

→ 4.5 Any agreed variations to the written agreement should be recorded in writing.

4.6 You are expected to ensure that your client agreements record that you are registered with the Architects Registration Board and that you are subject to this Code; and that the client can refer a complaint to the Board if your conduct or competence appears to fall short of the standards in the Code.

→ 4.7 You should make clear to the client the extent to which any of your architectural services are being subcontracted.

4.8 At the end of a contract (if requested) or otherwise upon reasonable demand you should promptly return to a client any papers, plans or property to which the client is legally entitled.

Standard 5

Considering the wider impact of your work

5.1 Whilst your primary responsibility is to your clients, you should take into account the environmental impact of your professional activities.

Standard 6

You should carry out your professional work faithfully and conscientiously and with due regard to relevant technical and professional standards

- 6.1 You are expected to carry out your work promptly and with skill and care and in accordance with the terms of your engagement.
- 6.2 You should carry out your professional work without undue delay and, so far is reasonably practicable, in accordance with any time-scale and cost limits agreed with your client.
- 6.3 You are expected to keep your client informed of the progress of work undertaken on their behalf and of any issue which may significantly affect its quality or cost.
- 6.4 You should, when acting between parties or giving advice, exercise impartial and independent professional judgment. If you are to act as both architect and contractor you should make it clear in writing that your advice will no longer be impartial.

Standard 7

Trustworthiness and safeguarding clients' money

- 7.1 You are expected to keep proper records of all money held by you which belongs to a client or other third party, and to account for it at all times.
- 7.2 You should keep such money in a designated interest-bearing bank account, called a "client account" which is separate from any personal or business account.
- 7.3 You are expected to instruct the bank in writing and ensure that all money in the client account is held as clients' money, and that the bank cannot combine it with any other account, or exercise any right of set-off or counterclaim against it.

- 7.4 You should ensure that money is not withdrawn from a client account to make a payment unless it is made to or on behalf of a client on the client's specific written instructions.
- 7.5 Unless otherwise agreed by the client, you should arrange for any interest (or other benefit) accruing from a client account to be paid to the client.

Standard 8

Insurance arrangements

- 8.1 You are expected to have adequate and appropriate insurance cover for you, your practice and your employees. You should ensure that your insurance is adequate to meet a claim, whenever it is made. You are expected to maintain a minimum level of cover, including run-off cover, in accordance with the Board's guidance.
- 8.2 The need for cover extends to professional work undertaken outside your main practice or employment.
- 8.3 If you are an employed architect you should, as far as possible, ensure that insurance cover and/ or other appropriate indemnity arrangements are provided by your employer.
- 8.4 You are expected to provide evidence that you have met the standards expected of this Standard in such form as the Board may require.

Standard 9

Maintaining the reputation of architects

- 9.1 You should ensure that your professional finances are managed responsibly.
- 9.2 You are expected to conduct yourself in a way which does not bring either yourself or the profession into disrepute. If you find yourself in a position where you know that you have fallen short of these standards, or that your conduct could reflect badly on the profession, you are expected to report the matter to the Board. For example, you should notify the Registrar within 28 days if you:
- are convicted of a criminal offence;
 - are made the subject of a court order disqualifying you from acting as a company director;
 - are made the subject of a bankruptcy order;
 - are a director of a company which is wound up (other than for amalgamation or reconstruction purposes);
 - make an accommodation with creditors (including a voluntary arrangement);
 - fail to pay a judgment debt.

The above are examples of acts which may be examined in order to ascertain whether they disclose a wilful disregard of your responsibilities or a lack of integrity, however this list is not exhaustive.

- 9.3 In appropriate circumstances, you should report to the Board and/or other public authority another architect whose conduct falls significantly short of the expected standards. If you are in doubt as to whether such a report is required, you should consult the Board for guidance.
- 9.4 Standard 9.3 may not apply to the contents of privileged information given to you when acting as an arbitrator, adjudicator, mediator, conciliator or expert witness.
- 9.5 You should not enter into any contract (other than in a settlement of a dispute) the terms of which would prevent any party from reporting an apparent breach of the Code to the Board.
- 9.6 If you are subject to an investigation by the Board you are expected to use your best endeavours to assist in that investigation.

Standard 10

Deal with disputes or complaints appropriately

- 10.1 You are expected to have a written procedure for prompt and courteous handling of complaints which will be in accordance with the Code and provide this to clients. This should include the name of the architect who will respond to complaints.
- 10.2 Complaints should be handled 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 complaint; and
 - b a response addressing the issues raised in the initial letter of complaint within 30 working days from its receipt.
- 10.3 If appropriate, you should encourage alternative methods of dispute resolution, such as mediation or conciliation.

Standard 11

Co-operation with regulatory requirements and investigations

- 11.1 You are expected to co-operate fully and promptly with the Board, and within any specified timescale, if it asks you to provide information which it needs to carry out its statutory duties, including evidence that you are complying with these Standards.
- 11.2 You should notify the Board promptly and in writing of any changes in the details held about you on the Register, including your address. Under the Act, architects who do not tell the Board of a change of address may be removed from the Register.

Standard 12

Respect for others

- 12.1 You should treat everyone fairly and in line with the law. You should not discriminate because of disability, age, gender, sexual orientation, ethnicity, or any other inappropriate consideration.

The whole of this document is the Code of Conduct pursuant to Section 13 of the Architects Act 1997

General Guidance

- A Interpretation**
- B Legal Proceedings**
- C Leaflets and Advice**

A Interpretation

This Code is issued by the Architects Registration Board in accordance with Section 13 of the Architects Act 1997.

Throughout this Code:

- *Architect* has the meaning given to it by the Architects Act 1997.
- *Principal* is the architect in control and management of all the architectural work
- *Bank* may also mean a similar institution.
- *Client* means the person or body to whom the architect agrees to supply services or goods.
- *Board* means the Architects Registration Board.
- *Registrar* means the Registrar of the Architects Registration Board.
- *Professional Conduct Committee* means the Professional Conduct Committee of the Board.
- *Disciplinary Proceedings* means proceedings taken in accordance with the Architects Act 1997.

A word in the singular shall be taken as including the plural; and a word in the plural shall be taken as including the singular, unless otherwise specified.

The following sections provide guidance on the Board's approach to complaints which are made in the context of court proceedings or arbitrations. It is not part of the Code.

B Legal Proceedings

1 Parallel Proceedings

The Board may suspend an investigation pending the outcome of civil or criminal proceedings where this is necessary in the interests of justice.

2 Civil or Tribunal Proceedings

It will not automatically lead to disciplinary proceedings if a civil action is successfully brought against you. However, the facts giving rise to a civil suit may result in disciplinary proceedings if they disclose serious professional incompetence or unacceptable professional conduct.

Conduct resulting in proceedings against you relating to your employment of others, whether based on unfair dismissal, disability, age, gender, sexual orientation, ethnicity, race discrimination or otherwise, may amount to unacceptable professional conduct, and judicial findings may be evidence in the disciplinary process.

3 Criminal Proceedings

The Board does not determine whether or not a criminal offence has been committed and the Board will not assume the responsibilities allocated to the criminal justice system.

If you are acquitted by a court of a criminal charge you may nonetheless be still subject to disciplinary proceedings arising from the same factual circumstances.

Criminal Convictions

A criminal conviction may be materially relevant to your fitness to practise, if, for example (this list is not exclusive):

- a it constitutes an offence under the Architects Act 1997 or other legislation directly affecting architects;
- b it arises directly out of your professional activities;
- c it constitutes an offence of dishonesty;
- d it otherwise calls into question your integrity.

General Guidance

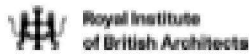
C Leaflets and Advice

- 1 The Board does not give legal advice, nor does it become involved in the settlement of disputes. The Board does publish a range of information leaflets about different aspects of its work. If you are in doubt in doubt as to how to act in a particular situation, you should seek independent professional or legal advice.
- 2 You are expected to observe this Code wherever in the world you work. In a country where there are accepted standards of professional conduct for architects, you are expected to (and, if registered there, you should) also conduct yourself according to that country's codes and ethical standards.
- 3 Advice on the appointment of Architects, including the appointment of expert witnesses or advisers in the case of disputes, can be obtained from the Royal Institute of British Architects, the Royal Incorporation of Architects in Scotland, the Royal Society of Ulster Architects, the Royal Society of Architects in Wales, the Association of Consultant Architects, or other relevant professional organisation.

APPENDIX F

RIBA – CODE OF PROFESSIONAL CONDUCT, JANUARY 2005

RIBA



Code of Professional Conduct

January 2005

Code of Professional Conduct

For Members of the Royal Institute of British Architects

Introduction

1. This Code and its accompanying Guidance Notes set out and explain the standards of professional conduct and practice that the Royal Institute requires of its members.
2. This Code comprises:
 - **three principles** of professional conduct
 - **professional values** that support those principles
 - **Guidance Notes** which explain how the principles can be upheld.

The Royal Institute's Values

Honesty, integrity and competency, as well as concern for others and for the environment, are the foundations of the Royal Institute's three principles of professional conduct set out below. All members of the Royal Institute are required to comply.

The Three Principles

Principle 1: Integrity

Members shall act with honesty and integrity at all times.

Principle 2: Competence

In the performance of their work Members shall act competently, conscientiously and responsibly. Members must be able to provide the knowledge, the ability and the financial and technical resources appropriate for their work.

Principle 3: Relationships

Members shall respect the relevant rights and interests of others.

Upholding the Principles

The notes below offer some brief guidance on how members can uphold the three principles. More detailed advice is set out in Guidance Notes to the Code, which are available separately from the Royal Institute.

1. Principle 1 – Honesty and Integrity

- 1.1 The Royal Institute expects its Members to act with impartiality, responsibility and truthfulness at all times in their professional and business activities.
- 1.2 Members should not allow themselves to be improperly influenced either by their own, or others', self-interest.
- 1.3 Members should not be a party to any statement which they know to be untrue, misleading, unfair to others or contrary to their own professional knowledge.
- 1.4 Members should avoid conflicts of interest. If a conflict arises, they should declare it to those parties affected and either remove its cause, or withdraw from that situation.
- 1.5 Members should respect confidentiality and the privacy of others.
- 1.6 Members should not offer or take bribes in connection with their professional work.

2. Principle 2 – Competence

- 2.1 Members are expected to apply high standards of skill, knowledge and care in all their work. They must also apply their informed and impartial judgment in reaching any decisions, which may require members having to balance differing and sometimes opposing demands (for example, the stakeholders' interests with the community's and the project's capital costs with its overall performance).
- 2.2 Members should realistically appraise their ability to undertake and achieve any proposed work. They should also make their clients aware of the likelihood of achieving the client's requirements and aspirations. If members feel they are unable to comply with this, they should not quote for, or accept, the work.
- 2.3 Members should ensure that their terms of appointment, the scope of their work and the essential project requirements are clear and recorded in writing. They should explain to their clients the implications of any conditions of engagement and how their fees are to be calculated and charged. Members should maintain appropriate records throughout their engagement.

- 2.4 Members should keep their clients informed of the progress of a project and of the key decisions made on the client's behalf.
- 2.5 Members are expected to use their best endeavours to meet the client's agreed time, cost and quality requirements for the project.

3. Principle 3 – Relationships

- 3.1 Members should respect the beliefs and opinions of other people, recognise social diversity and treat everyone fairly. They should also have a proper concern and due regard for the effect that their work may have on its users and the local community.
- 3.2 Members should be aware of the environmental impact of their work.
- 3.3 Members are expected to comply with good employment practice and the RIBA Employment Policy, in their capacity as an employer or an employee.
- 3.4 Where members are engaged in any form of competition to win work or awards, they should act fairly and honestly with potential clients and competitors. Any competition process in which they are participating must be known to be reasonable, transparent and impartial. If members find this not to be the case, they should endeavour to rectify the competition process or withdraw.
- 3.5 Members are expected to have in place (or have access to) effective procedures for dealing promptly and appropriately with disputes or complaints.

The supporting 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
6. CPD	Principle 2
7. Relationships	Principle 3
8. Employment and Equal Opportunities	Principle 3
9. Complaints and Dispute Resolution	Principle 3

Application of the Code

1. **Professionalism**
The purpose of this Code is to promote professional good conduct and best practice. Members should at all times be guided by its spirit as well as its precise and express terms.
2. **The Law**
Members must comply with all relevant legal obligations. It is not the remit of this Code to duplicate the provisions of business, employment, health and safety, environmental and discrimination law.
3. **Amendments and Additions**
Periodically the Royal Institute will publish further guidance on specific aspects of professional practice and conduct. Members must observe such amendments and additions as they come into effect.

Other Applicable Codes

1. **United Kingdom Codes**
Chartered Members who are also registered in the United Kingdom are subject to **The Architects' Code**, published by the **Architects Registration Board (ARB)**.
2. **Other National Codes**
A member practising in a country outside the United Kingdom may be required to be a member of, or registered by, that country's professional or regulatory body for architects. If this is the case the Royal Institute recognises that a member's first obligation will be to comply with the rules of conduct published by the local professional or regulatory body.
3. **Other Professions' Codes**
This Code applies to all members regardless of their fields of activity, contracts of employment or membership of other professional organisations. The Royal Institute recognises that members may participate in other professional activities and that when they do so the rules of the relevant professions' governing bodies will take precedence over this Code. Under normal circumstances the Royal Institute would take no action under this Code if the matter is also under consideration by another, more directly involved, professional body. However, such action may be considered necessary if the matter raises issues connected with a member's status as a member or an architect.

Discipline

1. **Contraventions of this Code**

Any member who contravenes this Code shall in accordance with **Byelaw 4** of the Royal Institute's Charter and Byelaws, be liable to reprimand, suspension or expulsion. The power to sanction a member for professional misconduct is exercised by the Disciplinary Committee on behalf of the Royal Institute's Council through a delegation of authority made under Byelaw 4.4.

2. **Remit**

Members' conduct outside the practice of architecture will not normally fall within the remit of this Code and the Royal Institute's Disciplinary Procedures, unless the Disciplinary Committee determines that such conduct generally offends against the honour and integrity of the profession.

3. **Judgments from External Competent Authorities**

A judgment from a competent court or tribunal against a member in his or her professional capacity as an architect may be considered sufficient evidence of a breach of this Code.

4. **Investigations**

Any member, against whom a complaint of professional misconduct has been received, may be required to answer inquiries arising under the **Disciplinary Procedure Regulations**. At the conclusion of an investigation, the Disciplinary Committee may reprimand, suspend or expel any member whose conduct is found to be in contravention of this Code or otherwise inconsistent with the status of a member.

5. **Professional Conduct Committee Judgments from the ARB**

Where a member is sanctioned by the ARB's Professional Conduct Committee, the Disciplinary Committee shall determine whether or not to impose the same, or an alternative, sanction on behalf of the Royal Institute.