

# **Draft Architects Code of Practice**

## **Section 1 Architectural services**

### **1 Reasonable standards of conduct**

In providing architectural services, an architect must—

- (a) act honestly and with reasonable care in the provision of services; and
- (b) comply with all applicable laws.

### **2 Suitability to perform and knowledge of services**

(1) An architect in charge of a client's project must—

- (a) have suitable skills and experience to be in charge of the project; and
- (b) maintain a thorough knowledge of the architectural services to be provided and of matters relating the performance of those services.

(2) An architect must provide architectural services with reasonable promptness according to time programs agreed with the client, or within a time that reasonably accords with the client's instructions subject to delays caused by third parties beyond the control of the architect.

### **3 Approval of documents**

(1) An architect must not sign as checked, approved or supervised any drawings or other documents which the architect has not checked, approved or supervised.

## **Section 2—Client relations**

### **4 Client agreements**

(1) An architect must not provide architectural services for a client unless the architect, or the architectural firm that he or she is the nominated responsible architect for, has entered into a written agreement with the client for the provision of those services.

(2) An agreement must include the following—

- (a) the parties to the agreement;
- (b) the name, registration number and contact details of the architect responsible for providing the services;
- (c) the scope, nature and specific requirements of the services;
- (d) the timeframes for providing the services;
- (e) how the professional fees and costs of the services will be calculated;
- (f) where possible, reasonable estimates of disbursements;
- (g) how professional fees and costs, including disbursements, will be paid;
- (h) how the architect may inform the client of progress in the provision of the services;

- (i) how the client may authorise the architect to proceed with the services, or any part of the services;
- (j) a requirement that the architect must inform the client how a change or amendment to the services will affect the professional fees and costs for the services;
- (k) how the architect may obtain the client's authority to change or amend the services;
- (l) how variations to the agreement may be made;
- (m) a reservation of the right of an architect to withdraw from the provision of services under the agreement in the circumstances set out in clause 14;
- (n) how the agreement may be terminated and for what reason.
- (o) what and in what format the documentation the architect will provide on termination or completion of the provision of services.

(3) Subclause (2) applies to an agreement for the provision of architectural services entered into by a practicing architect or registered architectural firm with a client on or after (date to be included when the Amendments to the Act and Regulations become operational).

#### **5 Administering a building contract**

- (1) For the purposes of this clause, an architect administers a building contract for a client if—
- (a) the contract concerns the construction of a building and is entered into by the client with a licensed building practitioner; and
  - (b) the architect has been engaged by the client to administer the provision of services under the contract.
- (2) If an architect is administering a building contract for a client, the architect must—
- (a) act with integrity, fairness and impartiality to all parties in administering the building contract; and
  - (b) discharge the architect's obligations in connection with the administration of the building contract in accordance with the terms of the building contract; and
  - (c) provide the client with relevant information about the administration of the building contract in a timely manner.

#### **6 Professional fees and costs**

An architect who has entered into an agreement under clause 4 must—

- (a) provide the client with regular statements of account for the services provided under the agreement unless otherwise expressly agreed with the client; and
- (b) ensure that the fees and costs charged do not exceed the fee structure of the agreement.

#### **7 Obligation to inform client**

An architect must—

- (a) take reasonable steps to ensure that a client is informed of decisions required of the client in respect of the services; and

- (b) provide sufficient relevant information with reasonable promptness to enable a client to make an informed decision in relation to the provision of services; and
- (c) respond, with reasonable promptness, to a client's reasonable requests for information or other communications about the provision of services to the client; and
- (d) take reasonable steps to ensure that all information and material provided to a client is accurate and unambiguous.

## **8 Changes in circumstances**

An architect must promptly advise a client in writing of any circumstance that is likely to prevent the architect from providing the services under the agreement or from following the client's instructions in relation to the services, including a circumstance that imposes on the architect an obligation to withdraw from the provision of services under clause 14.

## **9 Documents and record keeping**

- (1) An architect who has entered into an agreement under clause 4 must keep documents in accordance with this clause.
- (2) The following documents in relation to the provision of architectural services must be kept—
  - (a) an agreement in writing signed by the client;
  - (b) correspondence;
  - (c) records of financial transactions;
  - (d) records of client instructions and meetings related to the services provided to the client;
  - (e) photographs of work in progress;
  - (f) project journals, diaries or the like;
  - (g) drawings and other relevant documents.
- (3) Documents must be kept for the longer of—
  - (a) a period of 10 years after the completion of the architectural services; or
  - (b) the limitation period under the Building Act or other Tasmanian legislation

## **10 Confidentiality**

- (1) An architect must not disclose a client's confidential information without authority.
- (2) For the purposes of this clause, a client's confidential information means any information, agreed or understood by the architect and the client to be confidential, that is acquired from or provided to a client in the course of providing architectural services to the client.
- (3) An architect may disclose a client's confidential information if—
  - (a) the client consents in writing to the disclosure; or
  - (b) the disclosure is required by law.

### **11 Duty to disclose paid referrals**

(1) An architect must disclose the nature of a referral arrangement to a client before entering into an agreement under clause 4.

(2) An architect who is a member of an architectural firm, must ensure that the nature of a referral arrangement is disclosed to a client before the firm enters into an agreement under clause 4.

(3) For the purposes of this clause, referral arrangement means any arrangement between an architect, an architectural firm, and another person to introduce or refer clients to the architect or an architectural firm for valuable consideration.

### **12 Conflicts of interest**

(1) An architect must not enter into an agreement with a person under clause 4 for the provision of architectural services if the agreement would result in an actual or potential conflict between the interests of—

(a) the architect and that person; or

(b) a current client and that person.

(2) An architect member or responsible architect of a registered architectural firm must take all reasonable steps to ensure that the architectural firm does not enter into an agreement with a person under clause 4 if the agreement would result in an actual or potential conflict between the interests of—

(a) a member of the registered architectural firm and that person; or

(b) an officer of the registered architectural firm and that person; or

(c) a current client of the registered architectural firm and that person.

(3) An architect must not continue to provide architectural services to a client that result in a conflict between the interests of—

(a) the architect and that client; or

(b) 2 or more current clients.

(4) An architect does not contravene this clause if the architect first—

(a) discloses the actual or potential conflict of interest to each affected person; and

(b) obtains the written consent of each affected person.

### **13 Duty to disclose paid endorsements**

(1) An architect must not recommend, endorse, or specify a product or service to a client if the architect receives or expects to receive an inducement from a third party to do so.

(2) An architect does not contravene this clause if—

(a) the inducement is in the nature of salary, wages or attributable personal services income from an approved partnership or approved company; or

(b) the nature and value of the inducement is first disclosed in writing to the client.

#### **14 Withdrawal from the provision of services**

An architect must withdraw from the provision of any architectural services to a client if the architect reasonably believes that the provision of those services would cause the architect to contravene the Act, the Regulations or this Code.

### **Section 3—Architectural practice**

#### **15 Notification of qualifications and contact details**

(1) An architect must take all reasonable steps to ensure that the architect's qualifications, experience, awards, honours and authorship are stated accurately in all documents.

(2) An architect must take all reasonable steps to ensure that the architect's name and contact details are identified clearly and accurately on stationery, signboards, public notices and in publications.

### **Section 4—Registered architectural firm**

#### **16 Nominated responsible Architect for a registered architectural firm**

A nominated responsible architect for a registered architectural firm must take all reasonable steps to ensure that the architectural firm complies with an obligation imposed on an architect under clauses 6, 9, 10, 13 and 15 as if that obligation were imposed on the architectural firm.

### **Section 5—Duties to the public and the profession**

#### **17 Duty to engender confidence and respect for the profession**

An architect, by the architect's conduct, must endeavour to engender confidence in and respect for the profession of architecture.

#### **18 Duty to maintain standards and integrity of the profession**

An architect, by the architect's conduct, must endeavour to maintain the standards and integrity of the profession of architecture

### **Section 6 – Professional Indemnity Insurance**

#### **19 Architects to be registered need a sufficient level of professional indemnity insurance**

Under Section 16 of the Architects Act, the Board is not to register a person as an architect, or renew the registration of an architect, unless the Board is satisfied that the person has a sufficient level of professional indemnity insurance.

An architect should consider the scope and complexity of architectural work they undertake to determine they have an appropriate level of insurance to meet contractual obligations but all cases they are required to have a minimum of \$ 1 million cover.

The Board may determine that all architects who are registered in a class of registration specified in the determination are not required to have a minimum level of professional indemnity insurance.

A person who is required to have professional indemnity insurance must notify the Board of any significant change in his or her professional indemnity insurance within 7 days of that change occurring.

Without limiting the circumstances in which the Board may be satisfied that a person has a sufficient level of professional indemnity insurance, a person is taken, for the purposes of this Act, to have a sufficient level of professional indemnity insurance if –

(a) he or she is employed or engaged by a company, firm or authority to carry out architectural work; and

(b) an insurance policy held by that company, firm or authority covers that work.

## **20 Run-off Insurance Cover**

Architects may still be liable even after they finish practicing and need to consider whether they should hold professional indemnity run off cover.

The Board recommends that they do hold professional indemnity run off cover.

## **Section 7 – Continuing Professional Development**

### **21 Continuing Professional Development for Practicing Architects**

In accordance with Section 15(4)(c) of the Architects Act an architect must maintain their competency by undertaking Continuing Professional Development (CPD)

As part of the annual renewal process, all architects are required to submit to the Board a signed record of their CPD activities undertaken in the past twelve months, no later than 31 January each year, unless they have applied to the Board and have received confirmation of an exemption or reduction of their CPD requirements.

In accordance with the AACA/RAIA Joint Policy on Continuing Professional Development (CPD) the requirement is that architects will complete at least twenty (20) hours per year – where one hour in training equates to one CPD point. Activities in each year must relate to a minimum of at least half of the units in the National Standard of Competency for Architects with a maximum of 5 hours in any one unit and indicate whether it is formal or informal CPD. The Board may from time to time specify that all or some architects undertake CPD in a specific area. At least 10 hours of CPD is required to be Formal CPD.

The Board will from time to time publish on its website details of the current CPD Policy for practicing architects to comply with.

### **22. Exemptions/Reductions**

Architects may be exempt or have reduced CPD requirement in any one reporting year if approved by the Board.

Architects seeking exemption/reduction should apply to the Board at the earliest possible time and it should not be left to renewal time.

Exemptions/reduction may be granted under the following circumstances:

- Architects who can demonstrate special circumstances e.g. illness, extended professional or parental leave.
- Architects who are practicing overseas during the reporting year

Architects included in non–practicing architect class – who has permanently retired and not providing any architectural services either paid or unpaid.

## **23. Guidance for providers of CPD for architects**

The Board does not accredit CPD activities. Providers of CPD for architects should be familiar with the requirements as outlined in the Board’s CPD Guidelines.

To facilitate architects making an informed choice about relevant CPD and meeting their reporting obligations to the Board, providers are advised to:

- Clearly state the learning objectives and assessment (or opportunities for significant interaction by participants) for formal CPD activities
- Specify which performance criteria/units of competency from the *National Standard of Competency for Architects* are addressed in the activity
  
- Provide a statement of completion for each participant including the following information:
  - Date
  - Name of Activity
  - Provider
  - Hours claimed
  - How the activity relates to performance criteria/units of competency from the *National Standard of Competency for Architects*.

## **Section 8 Ensuring Register is Up to date**

### **24. Architects must notify the Board of changes in particulars**

Architects including those with deemed registration and architectural firms are required to notify the Board within 7 days of any changes to their particulars including:

- Name
- Postal address
- Business address
- Home address
- Email address
- Telephone number
- Business name/ employer
- Significant changes to professional indemnity insurance cover
- Nominated architect to advise any changes in the practising architects that the firms professional indemnity insurance covers