

He does not become involved in matters which are at variance with legal requirement or which compromise himself or third parties or any matter which may lead to accidents.

In such cases he advises the client that he cannot give effect to the instructions received.

3. *Remuneration by Charges Only*—He is remunerated for his services by his client only. He receives no remuneration from any person who, as contractor or subcontractor, has entered directly or indirectly into an agreement with a client of the architect.

4. *Increase in Cost*—He warns his client when by modifications of the work proposed there is likely to be an increase of cost.

5. *Advice on Statutory Obligations*—He advises his client in regard to fire and earthquake insurance, employers' liability, third party risks, rights of adjoining owners, the provisions of the Liens Act under normal circumstances, and indicates to him when legal opinion is desirable.

6. *Copies of Documents*—If so requested by his client he hands him a copy of the contract documents of the working drawings and specifications used in carrying out the contract for record purposes. He retains his preliminary studies and detailed drawings and the contract document signed by the parties.

7. *Selecting Fittings and Goods*—He assists his client in the selection of fittings, in the ordering of goods requiring selection, and in determining the decorative finishes desired.

8. *Architect's Control*—He advises his client of the necessity for efficient performance and economy of the work, that all instructions to the contractor be given by him as architect, particularly in regard to any variations involving the cost of the work.

9. *Variation Orders*—He advises his client, when issuing any variation order, particularly one involving increase of cost, and obtains his authority for such increase whether or not the actual value of additional work is available at the time of the variation order.

10. *Architect's Decisions to be Impartial*—He advises his client that, in regard to any decision as to the interpretation of the contract or the general conditions, or the quality of the work, he is required to act with impartiality in just determination between the contracting parties.

11. *Payment on Certificates Only*—He warns his client to refrain from making any payment to a contractor, subcontractor or merchant whether at their request or otherwise, unless such payment is authorised by the certificate of the architect or, in particular circumstances, is made with his knowledge.

12. *Cost Plus Profit Work*—Where there is a contract for carrying out the work for a fixed sum, he warns his client of the disadvantage of ordering any additional but similar operations on the same work on the basis of cost plus profit.

13. *Checking Statements and Issuing Certificates*—He checks statements of accounts rendered by the contractor for the issue of progress payments from time to time and issues progress certificates based on such checked accounts. On receipt of the final statement by the contractor, he checks it, advises his client thereon and issues to the contractor a final certificate when the work and the maintenance thereof has been completed in accordance with the contract.

14. *Appointment as Arbitrator*—He declines to act as arbitrator, assessor, or valuer in a dispute in which one of his clients is involved. He also declines to act as arbitrator in a case in which he has already given an opinion on a subject for legal action.

SECTION IV

The Duty of the Architect Toward the Master Builders and Other Contractors and Persons Concerned With the Erection of Buildings

1. *General*—The architect uses his influence in all matters which affect those who carry out his instructions in the erection and fitting of the buildings and works he designs, to the intent and foresight in their preparation and the clarity of his plans and specifications may enable them to be fully understood by all concerned; that harmony and cordiality may prevail; and that honourable conduct shall govern their mutual relationship. He gives warning of any structure used or work performed during building operations which he considers dangerous to workmen or to third parties.

2. *Non-acceptance of Commission*—The architect is forbidden to receive from contractors and suppliers of material any discount, commission, or gift whether in money or in kind and whether or not such contractors or suppliers are engaged on the work.

3. *Deposits with Tenders*—When a monetary deposit is required from contractors to be lodged with tenders, the architect retains the money on behalf of his client and when either a tender is accepted and a contract is signed, or it has been decided not to accept any tender the architect, as provided by the conditions of tendering, promptly returns the deposits of the unsuccessful tenderers and retains that of the successful tenderer until adequate work on the contract has been performed. It is desirable that, if it be necessary to lodge any such deposits in a bank the amount should be placed in a trust account.

4. *Supply of Drawings and Issue of Certificates*—The architect endeavours to supply to the contractor any detailed drawing necessary with all reasonable promptitude so that work on the contract may not be delayed. He also endeavours to refrain from unnecessary delay in issuing certificates, checking accounts, and making inspections of work.

5. *Variation Orders*—When a variation in the contract has been required by the client or has been rendered necessary by some other cause, the architect issues a variation order as promptly as possible including therein, if it can be ascertained, the cost of adjustment which the variation involves.

6. *Instructions to Contractor or Foreman*—The architect refrains as far as circumstances permit from giving direct instructions to the workmen employed on the work and conveys his instructions to the contractor or to the foreman on the work. He does not, if he can avoid it, correct faulty work by discussing it before the workmen on the work and in their hearing.

7. *Defects*—An architect noticing any work to be defective calls the attention of the contractor or foreman to it promptly and does not delay condemning it till a stage of progress when it is more costly to remedy the defect.

8. *Recognition of Good Workmanship*—An architect inspecting work accords due praise to workmen who are producing good craftsmanship and mentions their capabilities to the contractor by whom they are employed.

9. *Direct Control by Architect*—The architect, when necessary, requests his client to order variation in the contract through him as architect and warns him of difficulties which may ensue if any such order or other direction is given by the client to the contractor, subcontractors or any of their employees; and he warns the contractor that any acceptance or continuance of acceptance of direct instructions from the client, tenants, or other parties should, in the interests of all concerned, be avoided.

10. *Status of Quantity Surveyor and Clerk of Works*—The architect accords full recognition of status of quantity surveyors, clerks of works, and technical consultants engaged in the work and supports them in the function in which they are rightfully engaged.

11. *Notification of Financial Interest*—The architect shall notify the contractor in the event of his having a financial interest in the contract."

I hereby certify that the foregoing regulations were duly made at a general meeting of members of the New Zealand Institute of Architects, held at Hanmer on 17 March 1955, and in compliance with the provisions of section 21 of The New Zealand Institute of Architects Act 1913.

F. H. HARRIS, Secretary of the Institute.

Pursuant to the New Zealand Institute of Architects Act 1913, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, approves the foregoing regulations.

COBHAM, Governor-General.

Approved in Council, this 1st day of October 1958.

T. J. SHERRARD, Clerk of the Executive Council.

Appointments, Promotions, Transfers, Resignations, and Retirements of Officers of the New Zealand Army

PURSUANT to section 16 of the New Zealand Army Act 1950, His Excellency the Governor-General has been pleased to approve of the following appointments, promotions, transfers, resignations, and retirements of officers of the New Zealand Army:

HEADQUARTERS, N.Z. DIVISION

Captain C. G. Hunt, A.M.I.C.E., A.M.N.Z.I.E., 1st Field Engineer Regiment, RNZE, seconded, to be temp. Major. Dated 1 September 1958.

ROYAL REGIMENT OF N.Z. ARTILLERY

Territorial Force

2nd Field Regiment, RNZA

2nd Lieutenant G. L. Palmer resigns his commission. Dated 11 July 1958.

12th Heavy Anti-aircraft Regiment, RNZA

Lieutenant M. Fairgray to be temp. Captain. Dated 26 September 1958.

ROYAL N.Z. ARMOURD CORPS

Territorial Force

1st Armoured Car Regiment (New Zealand Scottish), RNZAC

Captain (temp. Major) W. A. French, E.D., to be Major. Dated 9 June 1958.

Captain (temp. Major) J. A. Sinclair, attached to the Mount Roskill Grammar School Cadets, is transferred to the N.Z. Cadet Corps, for duty with the Mount Roskill Grammar School Cadets. Dated 12 July 1958.

Captain R. H. Duncan is transferred to the Reserve of Officers, Regimental List, 1st Armoured Car Regiment (New Zealand Scottish), RNZAC, in his present rank and seniority. Dated 25 August 1958.

Lieutenant B. H. Martin to be Captain. Dated 4 July 1958.

Lieutenant D. D. Fleming resigns his commission. Dated 8 August 1958.

2nd Lieutenant R. W. M. Greenslade to be Lieutenant with seniority next below Lieutenant G. M. Davidson. Dated 1 October 1958.