

(Whilst compliance with all the provisions of the Code is required of all members, it is obvious that no action could be taken in regard to non-compliance with general principles mentioned in the preceding paragraph or with lack of attention to matters of good taste. A portion of a clause shown in parentheses is for the guidance of members rather than being of a mandatory nature.)

SECTION I

The Professional Status of the Architect and His Relation to Other Architects

1. *Function: General*—The function of the architect is to design buildings, determine their arrangement, proportions, and mode of construction; to make provision for all necessary services; to arrange for their construction and to supervise the work of their construction and their fittings; to control the payments made, and, where necessary, to check the cost of the work.

In carrying out this function he obtains where necessary the services of consultants, master builders, subcontractors, craftsmen, quantity surveyors, and clerks of works, as the nature of the work may require.

2. *Professional Status*—He practises a profession, which is not compatible with that of a building contractor or of a supplier of goods or materials used in construction.

3. *Charges Sole Remuneration*—He is remunerated solely by the charges which he makes to his clients for the services which he renders in a strictly fiduciary manner.

4. *Non-receipt of Commissions, etc*—He does not accept any trade commissions, discounts, rebates, allowances, or any trade profit on work which he designs or supervises, and avoids all operations which would result in the receipt by him of any such rebates or commissions.

5. *Interest in Companies to be Disclosed*—He will not, whilst acting in a professional capacity, be at the same time, without disclosing the fact to his clients, a director or a member of, or a shareholder in, or act as agent for any contracting or manufacturing company or insurance company or firm or business with which he may have to deal on behalf of his clients.

6. *Royalties on Patents*—He does not receive directly or indirectly any royalty or commission on any patented or protected material or process used on work being carried out for clients under his direction as architect, unless and until his acceptance of such royalty or commission has been authorised in writing by those clients.

7. *Engagement in Callings not Consistent with Professional Status*—An architect who for any reason becomes a contractor, assistant to a contractor, a clerk of works, or a builder's merchant, ceases to have the status of architect and ceases to use the title of architect. While so engaged such architect gives notice to the Institute of such change of status, applies for transfer to the special non-practising list, and undertakes not to practise as an architect in any capacity until he ceases such engagement.

8. *The Builder as Client of an Architect*—Where a master builder or construction company is the client of an architect for the design of a building, the architect is remunerated solely by his professional charges. He does not accept the position of sharing in the profits or losses resulting from the erection or sale of the building or other work, such being inconsistent with his professional status.

9. *Offering Commission*—He does not seek work by offering commissions or rebates on his charges to agents, managers or officials; nor does he offer any donation or subscription out of his charges to any person, company, public body, or institution employing him by way of rebate on such charges.

10. *Honorary Work*—He does not undertake professional work in an honorary capacity, except for charitable purposes; in which case he should inform the secretary of his district branch or the secretary of the Institute. He does not offer or agree to give services gratuitously to any organisation or institution when such work is normally carried out by architects at usual charges. He does not accept such work with any proviso for a donation or a reduction of his charges.

11. *Work of Unqualified Employees*—He does not, where having the power to prevent it, permit any student, draughtsman, or other unqualified person to perform any of the duties of an architect, other than for his employer, directly or indirectly, or in any manner whatsoever opposed to the regulations. It is desirable that he ensures in the conditions of engagement of members on his staff that provision for control of such work is made and understood.

12. *Undesired Clients*—When he has a prospective client from whom he is not able or desirous to accept work, he ensures to the best of his ability that such client is introduced to a qualified architect with the intent that the work may be done by him.

13. *Architect Assistants*—When an architect employs as assistant a qualified architect, it is desirable that he should define clearly the position of the architect assistant in performing architectural services independent of his employment.

14. *Admission to Partnership*—A member does not allow any person, not being a member of the Institute to practise in his name as a Registered Architect; nor does he enter into partnership in his practice as a Registered Architect with any person who is not a fully qualified member of the Institute.

Provided that this shall not prevent a member from entering into partnership with a member of a kindred architectural institute or society, or with a qualified member of a kindred profession, approved as such in either case of the Council of the Institute. Provided also that in entering into such a partnership the description of the firm accords with the actual qualifications of the several partners and does not imply that all the qualifications mentioned are held by each one of the partners.

15. *Participation in Profits*—A member does not allow or agree to allow of participation by any person other than a partner, in the profits accruing from his practice; but this shall not be deemed to prevent a member awarding a bonus to any employee, whether as a fixed sum or as a percentage of profits.

16. *Not a Medium for Payment*—An architect does not, unless specially requested in writing by a client, act as the medium for payments made on behalf of his clients; but only issues certificates or recommendations for payments by his clients for building work carried out.

17. *Agency of Architect*—An architect in practice acts as the agent of his client in regard to the preparation of design and specifications and the calling and acceptance of tenders. From the date of any contract for work the architect, whilst still acting as agent for his client in the selection and design of fittings and details, becomes a 'quasi-arbitrator' in all matters between his client and the contractor; and in such capacity must act with impartiality in approving or in certifying work or payments therefor.

18. *Guarantee of Estimates or Quantities*—An architect does not guarantee any estimate or contract sum by personal bond, nor shall he be a party to any building contract except as owner, in which case it is desirable that he should nominate a member of the Institute to act as referee in any matter which might involve dispute between him and a contractor.

He does not guarantee quantities supplied to clients by himself or by any other person in connection with any contract in which he is architect. If the architect supplies quantities he does not secure payment for such work from the building contractor.

19. *Engagement of Consultants*—He does not, when engaging consultants, enter into any agreement whereby the services performed by such consultants are to be paid from moneys payable through the building contractor.

Provided that in the case of some patented material or special process in which the efficiency of the service depends upon specialist technical services, the cost of which is included in the price tendered by a subcontractor, it shall be permissible to use such material or engage such service with the written consent of the client or by notice in writing given by the architect to the client.

20. *Submitting Proposals Without Instructions*—An architect does not submit to a person or body sketches, designs, plans, estimates, or proposals for building alterations or additions to buildings without having received proper authority and instructions to do so by such person or body. He does not offer drawings or other services on approval except at the request of a client; nor does he offer such without adequate remuneration. He does not by such methods or otherwise seek out a possible client as such action tends to decrease the value placed upon the knowledge and training of architects in general. He does not attempt as a matter of self-interest to influence the decision of a person or body in the projected appointment of an architect, by suggesting that a private or public competition for the work be held.

21. *Competing on Charges*—An architect does not compete in the amount of his charges or offer or consent to work for less than the scale charge; nor does he directly or indirectly, either personally or by means of an agent or otherwise, endeavour to supplant another architect who has been previously employed by any person or body or after definite steps have been taken by such person or body to employ another architect.

22. *Replacing Previous Architect*—An architect, on receiving instructions to proceed with certain work or with additions or alterations to certain work which was previously entrusted to another architect, shall before proceeding with such work, communicate with the architect previously employed and inquire and ensure that his engagement has been properly terminated and that his reasonable charges have been paid:

If he is called upon to accept such appointment or such client as the result of the death, resignation or dismissal of an architect previously appointed he regards himself as the guardian of the honour and interests of any predecessor who has honourably and faithfully performed his functions as an architect.

23. *Competition*—(1) In regard to architectural competitions, an architect does not:

- Submit designs in any publicly promoted competition not in accord with the Regulations for Architectural Competitions (Appendix L) of the Regulations of the Institute or in any such competition banned by the Council or Executive Committee.
- Attempt, except as a *bona fide* competitor, to secure work for which a competition has been decided upon or organised.
- Attempt to influence any award in a competition.
- Accept the work if he has acted in an advisory position to the promoters.