

Board of Architects of Queensland

CODE OF PRACTICE

EXPLANATORY NOTES

The Code

- A. The *Architects Act 2002* (Qld) (“**the Act**”) requires the Board of Architects of Queensland (“**the Board**”) to make a code of practice to provide guidance to architects as to appropriate professional conduct or practice.
- B. The Act requires the Board to make a code by 30 September 2003, and to review the code at least once every three years.
- C. This Code of Practice (“**the Code**”) has been made by the Board and approved under regulation by Governor in Council on 9 June 2005.
- D. In developing the Code, the Board consulted with, among others: the Schools of Architecture of Queensland, The Royal Australian Institute of Architects, Queensland Chapter, and the Australian Association of Consulting Architects, Queensland Branch; and registered architects in Queensland.
- E. The Act allows the Board to make a code of practice by adopting another entity's code of practice with or without changes.
- F. The Board has adopted, with changes, the *Architects' Model Statutory Code of Professional Standards and Conduct* dated 11 August 2003 (“**the Model Code**”) prepared jointly by the Architects Accreditation Council of Australia (“**the AACA**”) and The Royal Australian Institute of Architects (“**the RAIA**”). The Model Code is intended to provide core requirements which can be adopted in each State and Territory.
- G. By using the Model Code to develop the Code, the Board's intention is to harmonise the regulation of architects and architectural services in Queensland with that elsewhere in Australia.
- H. In developing the Code, the Board has:
 - (i) confined itself to those parts of the Model Code which are consistent with the objectives and provisions of the Act;

- (ii) incorporated additional elements which reflect the standards of appropriate professional conduct of architects and the practice of architecture in Queensland, including:
 - (i) communication with clients in respect of costs;
 - (ii) charging excessive fees or costs;
 - (iii) conflicts of interest;
 - (iv) acting in a manner prejudicial to a client's interest;
 - (v) continuing professional development;
 - (vi) the provision of architectural services with adequate levels of professional indemnity and other insurance;
 - (vii) the identification to clients of the adequacy of levels of insurance;
 - (viii) the avoidance of misleading statements or representations to clients;
 - (ix) offering or giving inducements or rewards in an attempt to obtain a commission;
 - (x) speculative commissions;
 - (xi) serious neglect or undue delay in performance of commissions;
 - (xii) failure to maintain reasonable standards of competence and diligence.
- I. The Board intends to amend the Code, as may be appropriate from time to time, to maintain harmonisation with the Model Code.

Complying with the Code

- J. Failure to comply with the Code may amount to “unsatisfactory professional conduct”, defined in the Act as:
 - (a) conduct that is of a lesser standard than that which might reasonably be expected of the architect by the public or the architect's professional peers;

- (b) conduct that demonstrates incompetence, or a lack of adequate knowledge, skill, judgment or care, in the practice of architecture;
 - (c) misconduct in a professional respect;
 - (d) fraudulent or dishonest behaviour in the practice of architecture; or
 - (e) other improper or unethical conduct.
- K. The Board may:
- (a) conduct an investigation of the architect's conduct;
 - (b) instigate disciplinary proceedings against the architect in the Commercial and Consumer Tribunal ("**the Tribunal**"); and/or
 - (f) impose sanctions upon the architect,
- in accordance with the Act.
- L. The Tribunal has jurisdiction, on application by the Board, to conduct a disciplinary proceeding to decide whether a disciplinary ground is established.
- M. If the Tribunal is making a decision about whether an architect has behaved in a way that constitutes unsatisfactory professional conduct or practice, the Tribunal must have regard to the Code.
- N. The Code is admissible as evidence of appropriate professional conduct or practice in a disciplinary proceeding brought against an architect registered under the Act.

Board of Architects of Queensland

CODE OF PRACTICE

PART 1 - PRELIMINARY

Introduction

1. *The Architects Act 2002* (Qld) (“**the Act**”) provides for the registration and regulation of architects, and the regulation of the practice of architecture, in Queensland.
2. The Board of Architects of Queensland (“**the Board**”) is established by the Act and has the functions set out in the Act, including to make a code of practice to provide guidance to architects as to appropriate professional conduct or practice.

The Code

3. The Board has made this Code of Practice (“**the Code**”).

Commencement and effect

4. The Code:
 - (a) takes effect from 9 June 2005, when it was approved by regulation; and
 - (b) is a statutory instrument within the meaning of the *Statutory Instruments Act 1992* (Queensland).

Objects of the Code

5. The objects of the Code are to:
 - (a) ensure that architects provide architectural services in a professional and competent way;
 - (b) provide guidance to architects as to:
 - (i) appropriate professional conduct and practice;
 - (ii) reasonable standards of conduct for architects; and

- (iii) competent conduct in the practice of architecture;
- (c) protect consumers of architectural services and ensure that they can fully inform themselves about the skills of architects and the nature of the architectural services to be performed;
- (d) promote and maintain high standards in the provision of services by architects; and
- (e) promote public confidence in the architectural services provided by architects.

Application of Code

6. The Code applies to:

- (a) architects registered under the Act; and
- (b) the provision of architectural services.

Definitions

7. In the Code, unless the context requires otherwise:

- (a) particular words have the same meaning as they have in the Act;
- (b) “**architectural practice**” means the totality of acts, performance of services and provision of advice by an architect in or related to designing, constructing, procuring or using buildings.
- (c) “**client**” means one or more individuals and/or bodies corporate who, separately or together and with or without payment, contract with an architect for the performance of services related to the design, construction procurement or use of buildings or for advice related to the design, construction, procurement or use of buildings.
- (d) “**services**” means architectural services, which means services about architecture ordinarily provided by an architect.

PART 2 – GUIDANCE AS TO APPROPRIATE PROFESSIONAL CONDUCT AND PRACTICE

Division 1 – Architectural services

Reasonable standards of conduct

8. An architect must:
 - (a) act honestly and with reasonable care in the provision of services; and
 - (b) comply with applicable laws, statutory rules, and statutory codes.

Suitability to perform and knowledge of services

9. An architect in charge of a client's project should:
 - (a) have suitable skill and experience to be in charge of the project; and
 - (b) maintain a thorough knowledge of the services to be provided and of matters relating the performance of those services.
10. An architect should provide services with reasonable promptness according to time programmes agreed with the client for the provision of the services, or within a reasonable time as far as is permitted by the provision of instructions to the architect by the client.

Approval of Documents

11. An architect must not sign as checked, approved or supervised any drawings or other documents which the architect has not checked, approved or supervised.
12. An architect must not permit the architect's name to be used in relation to any work, document or publication to misleadingly imply authorship of, responsibility for or agreement with the content or form of the work, document or publication.

Impartiality

13. An architect:

- (a) must act with fairness and impartiality in administering building contracts;
- (b) must not:
 - (i) give or receive inducements to show favour to any party to a building contract;
 - (ii) show disfavour to any party to a building contract.

Division 2 – Client relations

Client agreements

14. Where an architect intends to provide services to a client or prospective client, the architect must enter into an agreement with the client in writing where the professional fees and costs or anticipated professional fees and costs for provision of the services exceed \$1,500.
15. An agreement must:
 - (a) set out:
 - (i) the name and contact details for the architect responsible for the carrying out of the services at the architect's place of business during normal business hours;
 - (ii) the registration number of the architect responsible for the carrying out of the services to the client;
 - (b) describe the scope, nature and specific requirements of the services to be provided to the client;
 - (c) contain the timeframes within which the services, as described in the agreement, will be provided to the client;
 - (d) provide for:
 - (i) the professional fees and costs of the services to be provided, including (where possible) estimates of disbursements;
 - (ii) arrangements for payment of professional fees and costs, including disbursements;
 - (iii) the manner in which:

- (A) the client is to authorise the architect to proceed with the services, or any part of the services, described in the agreement;
 - (B) the architect is to obtain the client's authorisation to change or amend the services described in the agreement and the professional fees and costs arising from such change;
 - (C) the architect is to report to the client on the provision and progress of the services;
 - (D) variations to the agreement will be made.
- (iv) termination of the agreement by the architect or the client for specified or other reasons;
 - (v) the circumstances, referred to in paragraph 27 of the Code, in which the architect must withdraw from the agreement and cease to provide services.

Professional fees and costs

16. An architect must, in relation to an agreement with a client made under paragraphs 14 and 15 of the Code, ensure that the fees and costs charged in relation to the services reflect the fee structure detailed in the agreement.
17. Unless otherwise expressly agreed between the architect and the client, an architect must provide the client with regular statements of account for the services performed.

Obligation to inform client

18. An architect must:

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

Changes in circumstances

19. An architect must promptly advise the client in writing of anything which would, or would be likely to, prevent the architect from following the client's instructions in relation to the services, including the obligation of an architect to withdraw from the provision of services under paragraph 27 of the Code.

Record keeping and documents

20. An architect must, during the performance of services for a client and for 7 years after the completion of those services, maintain records of:

- (a) correspondence and documents sent and received;
- (b) financial transactions;
- (c) client instructions and meetings related to the services provided to the client;
- (d) photographs of work in progress;
- (e) project journals, diaries or the like; and
- (f) drawings and other documents,

whether in electronic or other form. If in electronic form, an architect should, maintain adequate copies to enable records to be restored should one copy be destroyed or damaged.

Confidentiality

21. An architect must not disclose to any person any information, agreed or understood to be confidential, which is acquired from or provided to a client in the course of the provision of services to the client, unless authorised to do so by the client in writing or as required by law.

Conflicts of interest

22. An architect must inform a client or employer of the existence or likelihood of conflict between the architect's personal or business interests and those of the client or employer.
23. An architect must not, without the informed consent of a person who may be detrimentally affected by the conduct of the architect, enter into a contract or like arrangement with a client or employer where an actual or potential conflict of interest would exist or could reasonably be considered as likely to arise.

Disclosure of promotions or endorsements

24. An architect must disclose to a client or a prospective client if the architect has received, or has been promised, any payment or other advantage for any endorsement given or comment made about products or services likely to be used in connection with the provision of services to the client relating to the design, construction, use or occupation of buildings.

Gratuities and inducements

25. In the conduct or promotion of an architect's practice, an architect must not accept an engagement to provide services to a client, who has been introduced or referred to the architect by a third party to whom the architect has given or offered to provide a fee, benefit or reward for the referral of clients or potential clients, unless the architect has first disclosed the architect's arrangement with the third party to the client or potential client.
26. An architect must not act for a client in any dealing with a third party from whom the architect may receive, directly or indirectly, any fee, benefit or reward in respect of that dealing unless:

- (a) the architect is able to advise and, in fact, advises the client, free of any constraint or influence which might be imposed on the architect by the third party;
- (b) the architect's advice is fair and free of any bias caused by the architect's relationship with the third party;
- (c) the nature and value of any fee, benefit, or reward, which may be received by the architect, is:
 - (i) fair and reasonable, having regard to objective commercial standards; and
 - (ii) disclosed fully in writing to the client before the dealing is commenced.

Refusal to act

27. An architect must withdraw from the provision of any services to a client where the architect reasonably believes, in the architect's professional judgment, that the provision of those services would require the architect to act in breach of:
- (a) the Act and any regulations made under the Act; or
 - (b) this Code.

Division 3 – Architectural Practice

Professional qualifications and registration

28. An architect should ensure the architect's qualifications, experience, awards, honours and authorship are stated accurately.
29. An architect should ensure that the architect's name and contact details are identified clearly and accurately on stationery, signboards, public notices and in publications.

Insurance

30 (1) An architect must:

- (a) maintain a policy of professional indemnity insurance during each financial year appropriate for the architectural services being provided by the architect; and
 - (b) upon request by a client of the architect, must provide the client with information relating to the insurance maintained by the architect for the architectural services to be provided to the client.
- (2) For clause 30(1)(b) the information relating to insurance to be provided to the client is a current certificate of currency issued by an insurance underwriter or insurance broker setting out the name of the insured, policy number, issue date, expiry date, name of insurer, level of cover in the aggregate (exclusive of legal costs), summary of cover provided, policy excess and jurisdictional and territorial limits.
- (3) Clause 30(1) does not apply to an architect in respect of the provision of an architectural service if:
- (a) (i) the person engaged to provide the service is not the architect; and
 - (ii) the architect is providing the service only as an employee of that person and not on the architect's own account; and
 - (iii) the person has complied with the requirements of clause 30(1) for or on behalf of the architect; or
 - (b) the insurance is unavailable or would be economically unviable for the architect, taking into account all relevant factors including:
 - (i) the cost of insurance; and
 - (ii) the previous and expected future turnover of the relevant business or part of the business; and

- (c) the architect has, before entry into an agreement with a client for the provision of architectural services, advised the client in writing that the architect does not maintain a policy of professional indemnity insurance for provision of the architectural services.

Division 4 – Duties to the Public and the Profession

- 31. An architect should, by his or her conduct, endeavour to engender confidence in and respect for the profession of architecture.
- 32. An architect should, by his or her conduct, endeavour to maintain the standards and integrity of the profession of architecture.