Q2: Do you consider that the Code of Conduct in its present form is fit for purpose? If not, please specify why. Q3 reply: Do you believe the Code would be improved upon with the addition of detailed supplementary guidance (similar to that already provided in respect of professional indemnity insurance)? If so, what guidance do you believe would be appropriate? Q4 reply: Please give any further comments

ARB Consultation on the Code of Conduct – August 2015

Responses:

	Name of responder and role	Q1 reply:	Q2 reply:	Q3 reply:	Q4 reply:
1.	Matthew Judd, Architect		It's reasonably good but some of the wording could be reviewed for clarity, for example in para. 3.1 'You are expected to promote your professional services in a <i>truthful and</i> <i>responsible manner</i> ' could be improved to 'You are expected to promote your professional services <i>truthfully and</i> <i>responsibly</i> '.		In my opinion paras 6.1 and 6.2 are parti repetitive and need editing. 6.1 says 'You expected to carry out your work promptl 6.2 says 'You should carry out your professional work without undue delay'. What is the intended difference between these two? Could we omit the wording f 6.1?
2.	Yarema Ronish, Architect	The Construction (Design and Management) Regulations 2015 create a new role of Principal Designer, which falls to the architect by default on domestic projects, and is an appointment on other projects. Architects' appointments should specify whether or not they are acting as Principal Designer. However this could be dealt with as guidance rather than an amendment, as this point is implied into paragraph 4.4 of the Code ("who will be responsible for what").	Yes. There is so much unnecessary regulatory change at the moment that any amendment to the Code would simply create unnecessary uncertainty. Also disciplinary proceedings would have to distinguish between the requirements of an old and a new Code.	CDM Regs as stated.	
3.	Tim Gough, Director and Senior Lecturer	No	Yes	No. The current Code is exemplary in its clarity and, on reviewing it (again) I could not see any point of ambiguity or anywhere where detailed guidance is needed	As noted above, the Code seems to me t exemplary in providing clear and succinc guidance to the architecture profession. could not see anything that needed chan and as you note there are benefits to maintaining the same text of the Code. I formerly Vice-President Practice at the R and teach on the Part 3 course at Kingsto
4.	David Darkin, MD				I would like to suggest that in Relation to 'Maintaining the Reputation of Architect and 'Respect for others' that a note on so media conduct is included. Whilst I'm no aware of any particular instances involvin architects, but I believe it would be bene to stay ahead of the curve on this one. F example, should an architect be caught trolling someone on Twitter, then this cla would make it clear that this is unaccept behaviour under the code of conduct
5.	David Rea, Director			Clause 6.3 is extremely vaguely worded and has allowed Clients, particularly professional clients in say the accountancy or other professions to refer Architects to ARB. Matters of cost are generally handled by a QS, granted that the Architect is the lead consultant, however, he/she should not become responsible for the performance of other consultants. Quality is the responsibility of a contractor via the building contract, similarly it is the Contractor's role to report any issue which may affect quality.	

	ARB comments:
rtially 'ou are otly', r'. en g from	Drafting suggestions noted
	Noted
e to be nct n. I anging, I was RIBA ston	Noted
to cts' social not ving neficial For t clause otable	Noted, but this may already covered by the general provisions of the current Code.
	ARB does not accept that there is anything particularly onerous or inappropriate about an expectation that an architect will keep their client informed of the progress of work.

6.	Gavin Edwards,	UK Employment Law 2010	No, recent updates to European and UK	Clearly Architects should not withhold such issues from their Clients, and there must be a high level of transparency in their dealings and communication with all parties both pre- contract and during a contract. However, Architects should not be ultimately responsible for clause 6.3. Lay members of ARB's board may not appreciate the detail of this point, however practitioners on the board certainly will. Yes, the guidance should express whether the	I consider that the present Code and its	While general law is not repeated by the
	Architect	Equality Act 2010 Bribery Act 2010	employment law has sought to introduce the legal enforcement of 'morality' and 'ethics' in business. Standards 1,9 & 12 in the present form of the Code of Conduct does contain morality clauses but the enforcement of our standards, in my experience, is focused on the consumer and not all aspects of an Architect's business. If Architects wish to be at the pinnacle of the construction industry then should our Code of Conduct set the highest standards in all aspects of our business? In which case, it is not the Code which needs updating but its scope of enforcement widened beyond the consumer client and protection of title.	Code <u>only</u> applies to an Architects business with the consumer or all of their activities?	implementation by the board provide good protection for the consumer. However, it offers no protection to other parties, such as employees or creditors: Currently, we rely on other legal mechanisms for resolution but surely as a professional body with a protected title we should strive to recognize all breaches of law and take appropriate action. I appreciate that disciplinary proceedings take time, personnel and money and that these commodities are not infinite. Maybe the introduction of a lesser disciplinary measure, such as a written warning, for breaches deemed as misdemeanours during the complaints procedure; would at least enable ARB to keep a record on an Architect, especially to keep tabs on repeat offenders.	Code, clarification over its scope of application is a valid point. The points on regulatory and disciplinary measures are relevant to ARB, though not to this particular consultation on whether the Code requires amending.
7.	John Murray, Architect	Yes. The Equality Act 2010 legally protects people from discrimination in the workplace and in wider society. It replaced previous anti-discrimination laws with a single Act, making the law easier to understand and strengthen protection in some situations. It set out the different ways in which it's unlawful to treat someone.	No. It should actively promote equality of opportunity for everybody who has dealings with us, irrespective of their race, gender, disability, religion, belief system, sexual orientation or age.	Yes. We operate in line with the Government's public sector equality duty. This duty places a responsibility on all public bodies to eliminate unlawful discrimination, advance of equality of opportunity and to foster good relations between different groups of people. The duty also extends to publishing information on how we have delivered on that responsibility.		The Code makes clear that it does not repeat legal obligations that exist elsewhere. It is not envisaged that any amended Code would do so either. Standard 12 already expects all architects to treat others fairly, and without discrimination.
8.	David Holford- Wright Architect	The implications of CDM 2015 Regulations (where applicable on a particular project) puts greater emphasis on the role of Principal Designer making it advisable for Clients to specifically appoint a party to this role and imposing legal duties on those undertaking this role. The role of Principal Designer typically and in most instances is likely to be the Architect.	Regarding the above, there are two points: 1) Appointment for Principal Designer must form part of the overall scope of services or Form FOAPD2015 by the Association for Project Safety (APS) should be used in conjunction with the scope of services offered to a client. 2) Principal Designers must ensure they have the requisite Skills, Knowledge and Experience to undertake the role and fulfil their legal duties imposed by CDM Regulations 2015.	There is considerable amount of CDM guidance available from CITB and APS. But there is no Approved Code of Practice (ACoP) to support the new regulations. Most of the new regulations is common sense, however without an ACoP there is no standardization of what questions ought to be asked and at which stage, what needs to be recorded throughout the design process and what should form the basis of adequate information for the Pre-Construction Information that the Principal Designer will be responsible for compiling. RIBA have voiced concern that having no current ACoP may put Architects at litigation risk, as cases brought will not have an approved code of standard by which to compare the particulars of a case. Further input by the ARB and RIBA in collaboration with practicing architects on this matter to establish a base set of guidance on 'CDM – What Looks Good' would be of	Suggestion: The above could be summarized as an addition under part 5 of the Code: Considering the Wider impact of your work. 5.2 Alongside your primary responsibility to your clients, you should take into account the Health, Safety and Wellbeing of those involved, effected by your professional activities and additionally, if undertaking the role of Principal Designer; ensure that you have adequate skills, knowledge and experience required by CDM Regulations 2015 to meet your legal duties. Alternatively or in addition 2.4 could be expanded to include the highlighted bold text: 2.4 You are expected to keep your knowledge and skills relevant to your professional work up to date, have adequate experience to fulfil your legal duties of care and be aware of the content of any guidelines issued by the Board from time to time.	Noted: drafting suggestions, some of which already covered by the general provisions of the Code.

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				great benefit given the legislative changes	
9.	David Billingsley,	No	Yes	imposed by the new regulations.	None
9.	Architect				None
10.	Tom Woolley, Architect	Since 2010 it has been increasingly recognized that the world faces a serious environmental crisis and that CO2 emissions need to be reduced urgently. Government targets for zero carbon buildings will not be met unless significant changes to current design practice are made. http://zerocarbonhub.org/zero-carbon- policy/zero-carbon-policy. There is substantial evidence that methods adopted by architects in recent years are leading to serious problems of dampness, under performance, overheating and other associated health issues. http://www.zerocarbonhub.org/current- projects/performance-gap; http://zerocarbonhub.org/current- projects/tackling-overheating-buildings http://www.worldgbc.org/activities/health- wellbeing-productivity-offices/ Currently architects pay insufficient attention to these issues and many architects do not know how	The Code of Conduct is not fit for purpose because it fails to put sufficient responsibility on architects to tackle environmental issues. The 2002 Code put an explicit responsibility on architects to tackle environmental issues. Standard 5 2002 Code <i>Whilst Architects'</i> <i>primary responsibility is to their clients, they</i> <i>should nevertheless have due regard to their</i> <i>wider responsibility to conserve and enhance</i> <i>the quality of the environment and its natural</i> <i>resources</i> . This was watered down in the 2010 code Standard 5 2010 Code 5.1 <i>Whilst</i> <i>your primary responsibility is to your clients,</i> <i>you should take into account the</i> <i>environmental impact of your professional</i> <i>activities.</i> "Taking into account" environmental issues is far too weak. The stronger 2002 statement should be reinstated and strengthened even further.	Detailed supplementary guidance should be provided on how architects should have due regard to their wider responsibility to conserve and enhance the quality of the environment and its natural resources. A small working group of experts in this area should be established and asked to collate such guidance for the Board.	I would be keen to make a verbal presentation to the Board about this.
		to design environmentally responsible			
		buildings competently No		I examine Part 3 candidates and I am often	
11.	Roger Bloomfield, Architect		Yes.	engaged to investigate and report on technical and professional aspects of failures of buildings and their procurement. I see weaknesses in candidates and have to assess whether they will be able to increase their competence in the early stages of their professional careers. I seldom come across instances where the performance of architects suggests that they may be barely if at all competent to hold themselves out in their work or have lost sight of the basic requirements of professional practice. More often, I come across sometimes baffling cases in which apparently competent, sometimes very experienced architects, usually in modest sized practices, have failed to ensure that they can properly attend to what is put to them, or to what happens on their projects where their client may be bound to rely on their judgment, their intervention, their insistence on the letter of contracts or, in those cases where non-professional clients may themselves be making life difficult, failed to warn of the consequences of their architect not being allowed or given the resource to carry out their jobs in the interest of their client. Your reports of disciplinary hearings are clear and to the point – though it is by then too late and requires effective use	

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Noted
Noted, but not wholly relevant to the
consultation on whether a new Code of Conduct is required.

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ARCHITECTURE WHATSOEVER! From what we have found to be the case the word 'ARCHITECTURE' with all its direct or indirect meanings remains currently UNREGULATED in public use! The question is why is that still so, and when that loop hole shall formally be closed to prevent further abuse of our profession? Can that be introduced in decisive terms and without delay during or as of this year? Yours sincerely, PM&A ARCHITECTS & ENGINEERS (Architectural Practice)The Code refers to expectations as opposed to stating that a registrant "must" do something as per e.g. the NMC code of code u.f. Is this appropriate in every case? Code 4.4 - should there not be an obligation on the architect to provide it as opposed to being able to rely on correspondence from the closer to smeet some to aspects						
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Irrelevant to this consultation on the Code of Conduct
 The Code of Conduct is issued under the power granted by section 13 Architects Act 1997, which sets out that the Code will lay down standards of conduct and practice <i>expected</i> of registered persons. The current code mirrors that language. Drafting suggestions are noted.

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				be produced to the client along with the		
				terms of engagement or whether it is simply		
	1			sufficient to make reference to the existence		

nuch they The about a ttish	The proposed drafting amendments are noted, though not necessarily agreed with. ARB does not consider they are sufficiently serious to require a new Code, and notes that RIAS is generally in support of the Code of Conduct.
	Views on supplementary guidance are noted and understood.
	The application of the Code in terms of disciplinary action is not relevant to this consultation, though RIAS' views are noted.

				of one. It should also be reworded to fit		
				every type of practice. In the case of a sole		
				practitioner, complaints will obviously have to		
				be dealt with by the sole practitioner		
				themselves. 4. Standard 12 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. This is		
				covered by appropriate legislation. It should		
				not therefore be part the Code of Conduct,		
				just as other matters within general		
				legislation do not require reiteration in a code		
				specific to architects. 5. In general the Code		
				should avoid straying into territory beyond		
				what architects are contracted to do. For		
				instance the code's obligations with regard to		
				the environment and the wider public good		
				. –		
				(example Standard 5.1). Architects operate		
				within a legal and regulatory framework		
	15	Details Dilat	Chauld the new ADD is fame at	which is sufficient.	4. Demonstration where with the state of the	
	15.	Patrick Bligh-	Should the new ADR information	1. III Health . There have been a few cases	1. Personal relationships with clients . Whilst	
		Cheesman, Lay	requirements under para 19(2) of the	where architects have failed to meet	this could be said to be covered by general	
		Member, ARB	Consumer Protection: Alternative dispute	standards because of ill health. Many	provisions of the Code, I do think that some	
		Investigations	resolution for consumer disputes	professional regulators have Health	further guidance would be useful, even if not	
		Panel	(amendment) Regulations 2015 be added to	Committees to deal with such cases. I	be way of amending the Code. 2. Handling of	
			the Code as a new Standard 10.4?	appreciate that ARB responsibilities are tied	Complaints. I think we all recognise that a	
				to the legislation and we do have standard	significant proportion of complaints are	
				2.2. However, I wonder whether there is	linked to fee disputes and unpaid fees. There	
				some way that ARB could require notification	have been one or two cases where unpaid	
				of ill health and then take some kind of	fees and suspension of services have lead to	
				monitoring/support role to ensure that	complaints not being properly handled and	
				proper arrangements are in place to try to	therefore escalating and increasing the	
				ensure that clients continue to receive an	opportunity for reputational damage. I think	
				appropriate level of service. 2. Party Wall	it would be helpful to have some further	
				Surveyors. Bearing in our recent discussions	guidance here to advise architects that	
				and training, this is an area that I believe	complaints must still be responded to,	
				would benefit from more precise guidance. I	although careful wording will be needed to	
				would suggest that it should be made clear	recognise the inherent tensions in such	
				that where an architect has an interest in a	situations.	
				Building Owners project (other than as Party		
				Wall Surveyor) then he should not act as		
				Party Wall Surveyor for the Adjoining Owner.		
				3. Financial interest in a project. There have		
				been a number of cases where an architect		
				has had a financial interest in a		
				development/project and I have been		
				surprised that the architect has not seen this		
				as an inherent conflict of interest situation.		
				This sort of situation reflects very badly on		
				the profession. I appreciate that there will be		
				many occasions when this happens without		
				any adverse effect but the opportunity for		
				reputational damage is considerable here. I		
				would suggest that Standard 6.4 be amended		
				to include 'If you have financial interest in a		
				development site and/or property you should		
				make it clear in writing to any		
L					1	

t t	The points raised, while valid, are capable of being dealt with under the current version of the Code. Views on more detailed supplementary guidance are noted.

			client/purchaser of the land/property that			
			your advice will not be impartial'.			
16.	Stephen Neale, PCC lay member				The only comment I have regarding the current code is around the wording of Standard 6.4, and focuses on the conflict of interest when an architect acts as contractor – even if this is put in writing, the conflict remains because the architect would still need to certify his own work completed as the contractor. Yet the code almost gives tacit approval of this as it refers to "if you are to act as both"	ARB considers the current position under the Code to be correct. Architects should legitimately be able to act in a conflict of interest situation (e.g. design & build) so long as informed consent is acquired from the relevant parties.
17.	John Hickey, Director Architect	The evolving changes in business practice which enable dissolution of a business, either LLP or Ltd Co, leaving no persona with liability has been clearly exampled many times during the recent recession. This has led to clients being left high and dry with no financial recourse and no ability to pursue insurers. This issue has also brought to light the ability for any excluded registrants to form another corporate business with registered directors under the title architect and to be a principal in that business. Neither of these are in line with the principles behind the ARB code: that of protecting the public interest.	I believe the Code should be restructured to recognize the above problems and to make it clear that when Clients have entered into dealings with a corporate structure rather than a sole trader that that business is expected to keep to the principles of the codes and not admit an excluded person as a principal, a director, or a controlling shareholder. It is also imperative that a clear of the nature of Professional Indemnity insurance cover, its limitations, and the remaining risks in the event of dissolution should be required to be made clear to clients	It may be that the issues raised above are more appropriate to be detailed in such supplementary guidance		Noted, although under the legislation ARB can only regulate individuals, not corporate entities.
18.	Neil Ferguson, Sole Principal	The role and responsibilities of the Architect need to be prescribed through ARB when appointments are made to public bodies. Through legislation and the dominance of Project Management doctrinaire methodologies the professional role of the Architect has been undermined in public bodies. The Architect generally does not have the necessary authority to exercise professionalism and skill and in theory should not accept such positions – too many Architects are put into compromising positions and the regulatory body should set out a framework that other legislation and procurement criteria should recognise – all to maintain the reputation of architects.	The code needs to be adjusted for this age of collaboration and the adoption of BIM particularly the intention to migrate to level 1.	Supplementary guidance for Architects working for public bodies (see above).	An interactive on-line tool for practitioners and students to use as a health check each year, with feedback notes from the Board placed as tags against the standards.	Doubtful as to whether the Code could assist with this problem; it can only put expectations on registered architects, and not oblige others to act in a certain way. The current Code already expects architects to only accept work when they have adequate resource to undertake it.
19.	Andrew Catto AADip RIBA ACArch, Hon Secretary, ACA	Although there have been changes, particularly to the CDM legislation, the ACA do not believe any of these require a change to the ARB Code. The Code of Conduct should define the standards for Architects generally, and not duplicate statutory duties that may also apply to non-architects	Yes.	No. As a consequence of the remarks above.	We note that the Code is required by the Architects Act, and are content that the current Code fulfils this role without straying beyond relevant areas. Confusion could arise because of the RIBA also issues a Code of Conduct. Surely the profession only needs one.	Noted and agreed.
20.	Roger Wilson, Architect/ARB PCC member	No	Yes	Not necessarily		Noted.
21.	lan Salisbury, Architect	I do not see the relevance of post 2010 developments restricting a review of the Code. The Code is flawed and has been so since its inception.	No. The Board is required to lay down in a code standards of professional conduct and practice expected of registered persons. It is clear that the code is to relate only to professional conduct and practice, and is not to be taken as a set of	No. The Board has no power to provide detailed supplementary guidance. It has only a power to issue a code laying down standards of professional conduct and practice expected of registered persons, nothing else.	I suggest the following as an adequate and sufficient code to replace the existing: In their professional conduct and practice registered persons are expected to	ARB has previously satisfied itself that the Code is legally compliant with the provisions of the Architects Act. No legal challenge has ever been raised against the current version of the Code.

regulations. Thus:- 1. Code Standard 3.4	
is expressed in terms that are	1. Assure themselves that information
inconsistent with the Architects Act. It is	given in connection with their
only necessary to apply the code to the	services is in substance and
assessment of the professional services of	presentation factual and relevant to
a registered person. There is no reason	the occasion, and neither misleading
that is compliant with the Architects Act	nor unfair to others;
for "all architectural work" to be "under	2. Define beyond reasonable doubt
the control and management of one or	before making an engagement,
more architects". All that is necessary is	whether by a contract of professional
that any work done by or under the	employment or by a contract for the
control of a registered person meets the	supply of professional services, the
reasonable professional standards of	terms of the engagement including
conduct and competence that are	a. the scope of the service
expected. Who the work is done by is	b. the allocation of responsibilities and
irrelevant. This code standard is also	any permitted limitation of liability
contrary to the provisions of the	c. the method of calculation of
Competition Act 1998.	remuneration
2. Code Standard 8.1 is expressed in	d. the provision for termination
terms that are inconsistent with the	3. Declare to other parties to an
Architects Act. The Board has no power	engagement any business interest
to determine with guidance or by any	which might appear to be prejudicial
other means a minimum level of	to the proper performance of the
insurance cover, or at all. It is sufficient	engagement
and appropriate to lay down an	4. Carry out faithfully and competently
expectation that a registered person is	the performance of an engagement
expected to have adequate and	a. with proper regard for the interests
appropriate insurance, but that is all. The	of those who may be expected to use
Board has a power to make rules	or enjoy the product of their work
generally for carrying out or facilitating	b. with fairness in administering the
the purposes of the Act. However, that	terms of a building contract where
does not entitle the Board to arrogate to	that is required, and
itself powers not conferred by the Act. 3.	c. without inducement to show favour
Code Standard 8.4 is expressed in terms	5. Withdraw without delay from an
that are inconsistent with the Architects	engagement if at any time their
Act. The Board has no power to expect a	integrity is put into question by
registered person to provide evidence of	reason of professional or personal
any kind and no power to convert a	conflict, unless an agreement is
reluctance or refusal to provide such	reached on the continuance of the
evidence into an imputation of	engagement.
unacceptable professional conduct. The	
last two sentences of the previous	
paragraph is here repeated. 4. Code	
Standard 9.2 is expressed in terms that	
are inconsistent with the Architects Act.	
Architects may freely bring the profession	
into disrepute provided that in doing so,	
there is no serious failing in their standards of professional conduct and	
standards of professional conduct and	
practice. The Board has no power to	
judge any activity other than the	
professional conduct and practice of	
registered persons. The last two	

			sentences of paragraph 2 above are repeated. This code standard is also contrary to the provisions of the Human Rights Act 1998. 5. Code Standards 9.3, 9.5 and Standard 11 are expressed in terms that are inconsistent with the Architects Act. The code cannot impose such a positive duties on registered persons because the Board has no power under the Act to impose them. The last two sentences of paragraph 2 above are repeated. 6. Code Standard 12.1 is expressed in terms that are inconsistent with the Architects Act. It can however be made valid by preceding it with the words "Within your professional practice" The last two sentences of paragraph 2 above are repeated.		
22.	David Shield, Architect				The bigger issue is why use an architect all anymore. Many construction professio act as architects, have no code of conduct work under and can therefore act in any manner they choose. Many describe wha they do as architecture and there is certai no law against it. I suggest protecting the 'discipline' of architecture rather than just word!
23.	Julie Boultby, Director	There are economic and political circumstances that have changed, which are intended to boost the economy, to recover from recession and help small businesses. There are many more micro businesses (1-2) than ever before because many people were made redundant in the recession. Small businesses are a huge force in the UK, yet they face red tape etc. that limits their ability to expand and reduces profit. There is too much power for the consumer at present, as clients who don't wish to pay their bill can simply make a complaint to the ARB, which then takes up the architect's time/emotional energy having to respond to. Even if they don't, the threat is always hanging there which is in addition to statutory and contract law that already protects the consumer. Small architectural practices need all the help they can get. Architects live under the day to day stress of possible legal action which means many of us leave the profession or spend hours of fruitless time 'covering our backs'. What a senseless waste of training and effort.	No. It is too woolly. I believe that ideology should be reserved for the RIBA Code of Conduct to create an 'image' for the profession. The ARB is there to protect consumers and therefore needs to be more pragmatic/specific, then everyone would know where they stand. For example the requirement to be 'competent' is simply an ideological notion, which solicitors can make a meal of. It may as well ask for architects to be perfect! Perhaps it should read that architects should be suitably qualified and experienced in the sector of work they are undertaking and where there is a lack of experience, this should be made clear to the client/employer. That way it asks for a level of ability without alluding to perfection and everyone would know what to expect. The ARB is a quasi-legal court that can find any mistake in any architect's work as an example of incompetence because there is no specific definition. Other examples include 'Respect others' – again this is vague, ideological and not pragmatic and respect is already covered in UK law. There is no point repeating consumer protections that are already in law. There are only 3-4 rules that really benefit the consumer – Architects should be required to: (in addition to being fully qualified)	No, I think it should be shorter and more precise in the first place. It doesn't need punchy headlines with a load of extra explanations, it just needs a few concise rules that are already well explained.	Many people whom I trained with and worked with have left the profession beca of the stressful ramifications of the work. There are numerous protections for the consumer already and not enough for architects who can fall victim to clients wh simply don't want to pay their bill. Charte Architects ca already be dealt with under criminal law, civil litigation, the RIBA and t ARB – isn't this enough to put anyone off profession????

tect at essionals iduct to any what ertainly g the n just a	Irrelevant for the purpose of this consultation.
d because ork. he r ts who nartered nder and the e off the	Noted

24.	Peter Wray, No Architect No	 Carry PI insurance (this is the main form of consumer protection). Have a written contract in place. Do a defined amount of annual CPD Respond to complaints in a calm, professional manner that makes attempts to resolve matters through negotiation without going to court. No, Because it is a duplication of the RIBA code of conduct 	Some sample forms of appointment might be helpful showing appropriate levels of content for different sizes of project	I firmly believe that the duties of the ARB should be give over entirely to the RIBA including maintaining the Register and a code	ARB has a legal obligation to issue a Code of Conduct.
25.	Max Fawcett, Architect			of conduct.I would like the Board to consider the following items for incorporation within the Code.(For avoidance of potential doubt, I am writing on a personal basis, and not on behalf of my employer)Under the category of:'1. Be honest and act with integrity' Proposal 1: It should be a clear and emphatic requirement of the code that architects do not undertake work for free.Reasons:A: Providing work at no cost is neither responsible nor professional. It is also dishonest, in that zero-fee work cannot be resourced by architects in the same way as paid work. Unpaid work is unfair to clients as it could increase the incentive to architects to recover costs at later stages of the project. In summary, zero fee work does not promote the provision of high-quality services for Clients - one of the key objectives of the profession.C: Unpaid work de-values the profession to both the eyes of clients and the wider public. 	It would be inappropriate for ARB to involve itself in the setting of fee levels, and likely to result in legal challenge should it attempt to do so. The Code already expects adequate resources to be in place for work undertaken. There already exists an expectation for architects to act with honesty and integrity.

Q2: Do you consider that the Code of Conduct in its present form is fit for purpose? If not, please specify why.

Q3 reply: Do you believe the Code would be improved upon with the addition of detailed supplementary guidance (similar to that already provided in respect of professional indemnity insurance)? If so, what guidance do you believe would be appropriate? Q4 reply: Please give any further comments

including other architects. B: An architect promoting their services client with the intention of taking work another architect devalues the professi and is both dishonest and unprofession C: Taking work from other architects co involve low or zero fee bidding (see Pro 1). Thank you for consulting on the Code. 26. Chris Heuvel, Yes – the Localism Act suggests that Standard Generally, yes. No – simplicity is best! None. Architect/Teacher 5 should be expanded in order to clarify that part of 'environmental impact' is SOCIAL SUSTAINABILITY: Architects ought to be obliged to take account of the views of the local community when proposing new development. 27. Katarzyna In my opinion the code of conduct should say Woznicka, more about relation architect - architect (= Architect employer - employee). Architecture is the only profession where it is treated as 'normal' that employers force their employees to work unecceptably long hours on daily basis. Many of my colleagues from respected and internationally recognised architectural firms are forced to work unbelievable amounts of extra hours each week. They are not able to leave on time, nor get paid for their overtime hours. They leave and work in constant stress, under constant pressure and in fear that if they do stand up in protest, they will lose their job. And they fear that if they do resign, their new work place might be even worse in this aspect. This ongoing situation makes incredible damage to the profession. It all started in recession, when many architects lost their jobs and employees tried to win new projects and survive the crisis with fewer staff. Unfortunately although the market has now recovered, this attitude did not change and 'new standards' remained. Employees forced to work extra hours without choice and without any pay or time in lieu often have to sacrify their private lifes and eventually become physically and psychologically exhausted. This makes them less productive and often takes the entire pleasure from working as architects. Moreover, it is also resulting in a feeling of disappointment, frustration and dislike towards their job and their bosses. Perhaps some employees are therefore trying to use sick days to compensate themselves, which is not sustainable. We chose to be architects because we enjoy design and solving problems. Working extra

s to a c from ion, nal. ould oposal	
	Noted
	These are matters which are already covered by general law.

			hours only occasionally is understandable and	
			acceptable. But we cannot accept situations	
			where so many award winning architects,	
			reporting high profits year by year, are	
			building their fame using slave labour.	
			In many cases there is a note in contracts of	
			employment that architects sign, saying that	
			employee may be asked to work extra hours	
			if required with no pay.	
			According to information published at	
			www.nidirect.gov.uk/overtime 'Most workers	
			can't be made to work more than an average	
			of 48 hours a week, but they can agree to	
			work longer. This agreement must be in	
			writing()'	
			Most of us work 40 hours per week. An	
			employee required to work 2 extra hours	
			everyday, works 50 hours per week. With no	
			pay, no time in lieu and no right to say 'no'.	
			According to a survey published in Architects	
			Journal few months ago, many architects	
			work far more than 10 extra hours per week.	
			This must be stopped immediately, architects	
			must be properly protected and companies	
			abusing the law and forcing their workforce	
			to work extra time with no pay or time in lieu	
			should be named and shamed.	
			Almost all my friends working for big or small	
			architectural practices are being put in this	
			unacceptable situation.	
			I believe that these appalling and shameful	
			practices can be significantly limited or	
			eliminated entirely and the conditions of	
			architects forced to work unpaid overtime	
			hours can be improved if appropriate wording	
			appears in the Code of Conduct.	
28.	lan K Whittaker,	Yes. The issues of what an 'Architect' is	No. The existing code makes no specific	
	Architect	changing. Other professions are now using	definition of the terms 'Architect' or the	
		the term 'Architect'. These professions	terms 'construction', 'building' or 'design'. In	
		include the following. Software Architect,	the existing ARB Architects Code the term	
		Enterprise Architects, Application Architects,	'architect has apparently the meaning given	
		Solution Architect, Application Architect,	to it by the architects Act 1997' (Section	
		System Architect, Hardware Architect. Clearly	General Guidance A). However upon	
		these professions have nothing to do with the	checking the Architects Act 1997 no specific	
		original nature of the profession of	definition of the title 'Architect' exists within	
		Architecture in relation to 'construction',	it. The issue of what an 'Architect' is	
		'building' or 'design'. These types of	changing. See response to Question 1.	
		'Architects' are however 'communicating the	Therefore can the ARB please make	
		overall system design to developers and other	amendments to the Architects Code and then	
		team members, comparable to the drawings	also to the Architect Act to ensure the title	
		made by building architects.' Source:	'Architect' is given a clear, legal, definition	
		https://en.wikipedia.org/wiki/Software_archi	and that the terms 'construction', 'building',	
		tect#history. These new professions are	and 'design' are included and referred to.	
		therefore legally interacting in a similar		
		manner to that of the Architects profession		
		and so a distinction between the professions		

Irrelevant for the purposes of this
consultation on the Code of Conduct.
consultation on the code of conduct.

		needs to be made.				
29.	Robert Tinsley, Architect and IP Member	No	Yes	No	I think the Code is fit for purpose but maybe come wording could be "tweaked" as the following suggestions: 1. Standard 6 i) and ii) – consider alter wording to avoid duplication of carry out work "promptly" and "without undue delay" 2. Standard 6 iv) – following recent cases, consider adding in specific reference to Party Wall Surveyor: "You should when acting between parties or giving advice, for instance in relation to party wall matters etc"	Drafting suggestions noted.
30.	Ombudsman Services	Response attached				ARB already issues supplementary guidance from time to time, and the areas the Ombudsman Service highlight are valid ones. Whether or not more transient areas of guidance should be incorporated into the Code itself may be a question of style and preference.
31.	Jenny Harborne, Architect		This clause is open to misapplication by clients who have increased their brief and then do not want to pay, either for the related scale fees or the contractor, depending on the extent to which the work has reached: "6.3 You are expected to keep your client informed of any issues which may significantly affect its quality or cost." On small projects the contractors tenders can vary by 150% depending on the quality of the contractor and eagerness for work. I advise clients at the outset that they may employ a QS if they wish to keep a cost control of the project from the outset, however I warn them that the QS predictions may not be accurate in the light of the tendering variations. I then advise that if they include in the design all items they wish for and treat the tender results as a shopping list, they can then select how much of the design they can afford from real costs being offered them by the preferred builder. It is not helpful or rational to lead clients to believe that they can add to a project and not increase their budget – this is common sense and there should not be a loop hole in the Code promoting this misunderstanding.			This standard of the Code expects no more than an architect to keep their client informed of issues that may affect the quality or cost of their project.
32.	Geraldine Denning, Architect	The developments are not legislative, regulatory or professional as such (but legislation relating to permitted development rights over brownfield sites may be such an issue), but relate more to the changing political and economic climate of the UK, and the dismantling of the welfare state by the current government. Architects play a role in	The current Code does not take into enough consideration the long term effects of the products of architects, and specifically its effects on those obliged to use it or currently residing within it. Standard 5 – considering the wider impact of your work, the only requirement states "whilst your primary responsibility is to your clients, you should			Noted, and raises interesting questions over the status of the Code and role of ARB as a statutory regulator to set minimum standards. The issues raised may be considered more appropriate for a professional body.

		the so-called 'regeneration' of the country, and currently are passive in their relationship to political and financial will. The role of the architect used to be an ambitious social vision which believed that architecture could improve the conditions of a place. It is fast losing that will, and simply bowing to the might of the developer. The Code of Conduct could be a very powerful tool which we as architects could use to prevent us becoming mere tools of capital.	 take into account the environmental impact." No mention is made here of the people who live on or currently use the spaces the architecture relates to. The 2002 Code was slightly better in this regard. According to the Code, architects have no responsibility to anything other than the private interests of their client. This is seriously problematic, and needs to be addressed. The Code can give architects power and authority by setting out an ethical practice sorely missing at the moment. Architects need to take responsibility for the social impact of their work, and the environment they create, not just the material object. 		
33.	Julian Owen, Architect and Investigations Pool Member	No	Yes	Many architects do not understand the process of a disciplinary investigation, particularly how to muster their arguments and provide evidence to back up their defence against allegations. If they are not reading the available information describing the process perhaps it needs presenting in a different way. It is hard to give specific guidance because whether the Code is breached often depends on the surrounding circumstances, but guidance could end up being worded generally that it ceases to become meaningful. It may be that examples of resolved cases presented in an anecdotal way describing what architects did wrong and what they did right related directly to each section of the Code would help, rather than just issuing the formal summaries of cases by email as they arise. Quite a few architects tell me that they believe that if they get something wrong but their client is compensated by the insurer this is adequate evidence that they have complied with the Code. They are genuinely shocked to learn that this is not necessarily the case.	I think the Code is fine as it is but some architects don't seem to understand wha expected of them when they are first presented with allegations. I think the cu guidance document doesn't really seem thelp enough with this. Quite a lot of time would be saved if an architect being investigated had a clearer idea of what is expected of them and presented their ca clearly, with full documentary evidence.
34.	Edoardo Milli, Architect	The legislation, the professional environment and the whole society are in constant change, therefore a regular review of the Code is needed. However the current Code should be amended regardless of these changes.	No it doesn't. The Code focuses primarily on protecting clients and architects' reputation without taking into consideration the impact on people's lives and communities: too often architecture is used to boost investors' profits to the detriment of local communities and architecture itself; the involvement most architects have in countries where slavery is legal and widely in place; the almost total	I believe that every point of the current Code needs to be improved, expanded and detailed in a supplementary guidance or within the Code itself.	I haven't any further comment in addition the answers to questions 1, 2 & 3.

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dition to	Noted, and raises interesting questions over the status of the Code and role of ARB as a statutory regulator to set minimum standards. The issues raised may be considered more appropriate for a professional body.
	Minimum employment terms are covered by

Q2: Do you consider that the Code of Conduct in its present form is fit for purpose? If not, please specify why.

Q3 reply: Do you believe the Code would be improved upon with the addition of detailed supplementary guidance (similar to that already provided in respect of professional indemnity insurance)? If so, what guidance do you believe would be appropriate? Q4 reply: Please give any further comments

			obliteration of historic buildings architects are contributing to for the same reason of fulfilling developers' desire to make money. This attitude has become for a long time common practice and has to change in order to avoid seeing our cities and people's lives being destroyed. Architects should take their responsibilities for encouraging all this. The Code should therefore be amended as follows:		
			(Point 5 of the Standard of Professional Conduct and Practice)		
			 Architects should consider the wider impact of their work and act in the interest of existing communities and anyone expected to use it; they should also ensure that their work is carried out in accordance to ethical principles and avoid any breach to human rights and activity that may harm people; Architects are expected to work with the maximum respect for the historical environment (buildings, infrastructure and assets in general) and the impact of their work in relation to it. 		
35	Dale Sinclair	Not that we are aware of	In addition I would like to cover another topic that should be included in the Code concerning employment and regulation or working hours. As general practice in most architectural offices, employees are required and expected to work long hours over the maximum weekly working hours, set as 48hrs/week by the Working Time Regulations, in most cases up to 12-14 hours/day as normal day. This is unproductive and can lead to serious health consequences. A rigorous system should be put in place to regulate, safeguard and control the treatment of employees within architectural practices as well as adequate legal proceedings.	Yes – where suggested in our answers to O2	
35.	Dale Sinclair, Chair, RIBA Practice & Professional Committee	Not that we are aware of.	No, the current Code is not in our view fully fir for purpose. A number of the standards are repetitive and unnecessarily prescriptive. We would suggest that the Code is split in to Principles (1-12) and Standards that support those Principles, and backed up where strictly necessary with guidance on best practice. Guidance has the benefit of being easier to update to react to the changing professional environment. However, it is important that guidance remains guidance and does not	Yes – where suggested in our answers to Q2. Please note that as referenced above the current guidance in relation to professional indemnity insurance is in our view unnecessary and unhelpful since the appropriate level of insurance needs to be considered on a case by case basis.	

general law, which is not repeated by the
Code of Conduct.

Drafting proposals noted; however this submission appears to be a misunderstanding of the status of the Code of Conduct. It is not a set of rules and contains no mandatory requirements, whether that is in terms of insurance or any other matter. It is guidance as to what is expected of an architect.

This is explained in the introduction of the Code.

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10. Standard 8.1. We understand the			
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			need for 'adequate and appropriate'		
			insurance but this should be considered		
			on a case by case basis rather than the		
			imposition of a minimum and, frankly,		
			arbitrary figure. In addition, if this is a		
			strict requirement then it cannot be		
			'Board guidance' as suggested in the		
			wording.		
			11. Standard 8.2. This is already covered		
			by 8.1.		
			12. Standard 8.4. We query the necessity		
			of this. We would suggest that evidence		
			is only needed where there is a question		
			as to whether adequate insurance is in		
			place.		
			13. Standard 9.1. This is already covered		
			by 4.1.		
			14. Standard 9.3. This should be in		
			'Guidance' and not a standard. There		
			should be no requirement for a		
			registered person to 'inform' on another.		
			This should be a matter of personal		
			judgement and conscience.		
			15. Standard 10.1. Final sentence. This		
			person may vary according to the project.		
			We would suggest that this is moved to		
			'Guidance'.		
			16. Standard 10.2. Once again, this		
			should be 'Guidance' and not a strict		
			standard.		
			17. Standard 12.1. All of this is already		
			covered by legislation and should be		
			included in 'Guidance'. If not, it should be		
			prefaced by 'Within your professional		
			practice' or similar.		
36.	Grant Elliott,	No	Yes	No	None
	Associate				
	Architect				

N = 4 = -1
Noted.