

This Reference Document was adopted by the General Assembly of the ACE in Luxembourg on the 19th of November 2005.

Its contents are not binding on the Member Organisations of the ACE – It is to be a Reference Document for consultation in the event that a Member Organisation is reviewing or writing a Deontological code for its own use.

ARCHITECTS' COUNCIL OF EUROPE
CONSEIL DES ARCHITECTES D'EUROPE
EUROPEAN DEONTOLOGICAL CODE

For

PROVIDERS OF ARCHITECTURAL SERVICES

This Deontological Code will not be legally binding unless it is made binding either by European Union or National legislation or by contract between a provider of architectural services and a client or other user or otherwise as a matter of public or private law. As the circumstances in which it may be binding will vary widely, the Architects Council for Europe does not accept responsibility and is not liable for any use that is made of this Code as a matter of private law.

General Principles

The Principles, and the Applications of this Code which explain and illustrate the Principles, shall be read and interpreted in accordance with the following General Principles:

- Providers of architectural services within the European Union must be dedicated to the highest standards of independence, impartiality, professional secrecy, integrity, competence and professionalism, and to the highest possible quality of their design, technical and service output
- Providers of architectural services must bring to society special and unique knowledge, professional skills, and aptitudes essential to the development of the built environment and to those societies and cultures in which such development takes place.

Introduction

The following are the deontological Principles and Applications for the conduct of providers of architectural services within the European Union in fulfilling their obligations when undertaking architectural services.

They apply to all professional activities, whatever may be the place of the activities. They address responsibilities to the public, to the clients and users of architecture, to the building industries and to the art and science of architecture, that continuum of knowledge and creation which is the heritage and legacy of the architectural profession and of society.

Not every shortcoming on the part of a provider of architectural services, or failure to comply with the Principles and Applications of this Code will necessarily justify a complaint or disciplinary proceedings.

However, a failure to follow the guidance indicated in this Code will be a factor that will be taken into account should it be necessary to examine the conduct or competence of a provider of architectural services.

Principle 1

General Obligations

All providers of architectural services, shall have integrity in everything that they say or do in their capacity as members of a **European liberal profession**.

All providers of architectural services shall possess a systematic body of knowledge and theory of the arts, science, and business of architecture developed through education, examination, training, continuing professional development and experience. This process must assure the public that, when a provider of architectural services is appointed to perform professional services, that provider has met the required standards. The Policy of the Architects' Council of Europe is that these standards must be founded on a minimum period of five years' full-time architectural education at university level (or equivalent), followed by a minimum of two years' full time (or equivalent) professional practice experience so as to enable the provider properly to perform all architectural services expected of a provider on entry to the architectural profession.

The basis of the process is the acquisition of a qualification listed in Annex V.7 of the Qualifications Directive of the EU (2005/36/EC), supplemented by a minimum period of two years' full time (or equivalent) professional practice experience.

All providers shall also maintain and advance their knowledge of the art and science of architecture, respect the body of architectural accomplishment, contribute to its growth, and give precedence to learned and unqualified professional judgement over any other motive in the pursuit of the art, science, and the business of architecture.

Applications

1.1. All providers of architectural services shall ensure that they continually maintain and develop their professional knowledge and skill in all areas relevant to their practices.

1.2. All providers of architectural services shall continually seek to raise the standards of excellence in all relevant areas including architectural education, research, training, design, technology, construction methods and practice.

1.3. All providers of architectural services shall ensure that they have appropriate and effective internal procedures, including monitoring and review procedures, and sufficient qualified and supervisory staff such as to enable them to discharge their obligations fully, efficiently and on time.

1.4. Where work is carried out on behalf of a provider of architectural services, by an employee or by anyone else acting under the direct control of a provider of architectural services, such a provider shall be responsible for ensuring that such a person is competent to perform the task and is adequately supervised.

1.5. All providers of architectural services shall have a right to resign from a contract for architectural services or of employment rather than being required to make an unreasonable compromise.

1.6. No provider of architectural services shall propose a fee unless they have sufficient information on the nature and the scope of the project to enable a fee proposal to be prepared that will fully cover the work or services which shall be based on one or more of the following elements, if permitted by law:

- a fee scale

- an independent schedule of historic fee data

- a person hour resources scale

- on an hourly time charge inclusive of demonstrable overhead and salary levels and an appropriate margin for profit and risk

- on the basis of a lump sum quotation or estimate that is based on the person hours and other resources required together with demonstrable overhead and salary levels and an appropriate margin for profit and risk that will, at least, also enable a proper level of reinvestment in training and equipment.

During the negotiation of a contract no provider of architectural services shall revise a proposal for fees to take into account knowledge of a fee that has been proposed by another provider for the same work or services.

This application is required in order to protect the client and society from unscrupulous under-resourcing by any provider of architectural services.

Principle 2

Obligations in the Public Interest

In the interests of the public all providers of architectural services must observe both the letter and the spirit of the laws governing their professional activities and the work and services for which they are responsible, and to take account of the social and environmental impact of their professional activities in the implementation of such work and services.

Applications

2.1. All providers of architectural services must respect and help to conserve and develop the system of values and the natural and cultural heritage of the community in which they are creating architecture. They shall strive not only to improve the environment through the highest quality of design but also to improve the quality of the life and the habitat within such a community in a sustainable manner, being fully mindful of the effect of their work on the widest interests of all those who may reasonably be expected to use or enjoy the product of their work.

2.2. No provider of architectural services shall either communicate or promote or represent themselves or their professional services in a false or deceptive manner; they shall not allow others to do so, whether or not acting on their behalf.

2.3. All providers of architectural services shall at all times avoid acting in a matter or finding themselves in a situation which is incompatible with their professional obligations or which is likely to raise doubt about their independence, impartiality or integrity.

2.4 No provider of architectural services shall make, support or acquiesce in any statement, written or otherwise, which is contrary to their own knowledge or professional opinion or which they know to be misleading or unfair to others or otherwise discreditable to the profession or their client or user.

2.5. No provider of architectural services shall promote, encourage, support or acquiesce in any act which is likely to assist in the commission of a crime or unethical conduct; especially with respect to any act which may tend to conceal or disguise any financial or fiscal illegality or irregularity.

2.6 All providers of architectural services shall observe and comply with this Deontological Code and also the deontological codes and laws applicable to the architectural services being provided or to be provided.

Principle 3

Obligations to the Client

All providers of architectural services owe their clients duties to carry out their work or services faithfully, conscientiously, competently, in a professional manner, and with independence, impartiality and integrity using due care, skill and diligence. All providers of architectural services shall exercise unprejudiced and unbiased judgement. They shall have regard to the relevant technical and professional standards when performing all professional services. Independent, impartial, learned and professional judgement should take precedence over any other motive in the pursuit of the art, science, and the business of architecture.

3.1. All providers of architectural services shall respect the needs and requirements expressed by their client or any potential user as long as such needs and requirements do not conflict with compliance with the Principles and Applications of this Code. In the event of actual or anticipated conflict the provider shall immediately notify the client and, if appropriate, the user of the conflict.

Unless expressly agreed otherwise the provider shall thereafter either comply with or meet the need or requirement or shall forthwith resign from the relevant contract for architectural services or of employment.

3.2. All providers of architectural services shall only undertake professional work where they can demonstrate that they possess adequate knowledge and abilities and also, if so required, that the fee agreed for a specific service provides or will provide adequate financial and technical resources in order to fulfil their commitments to their clients in every respect.

This obligation shall not be affected by the engagement of consultants whether by or on behalf of the provider, a client or any actual or prospective user. Any consultant engaged by the provider shall be qualified by education, training, or experience in the specific areas involved.

3.3. All providers of architectural services shall be remunerated solely by the fees and the benefits specified in the relevant contract for services or of employment.

3.4 No provider of architectural services shall either offer any inducements or payments to procure employment or accept from, or offer to, project or construction managers or supervisors or other agents of any client or actual or prospective user, contractors, specialist contractors, product suppliers or others, any inducements or payments whatsoever to obtain an undisclosed benefit.

3.5. All providers of architectural services shall at any stage whatsoever immediately disclose to clients, actual or prospective users, contractors or any other relevant person or organisation any significant circumstances that comes to be known to them which gives rise to a conflict of interest, or which in the eyes of any such person, might be seen as giving rise to a conflict of interest. If permitted to continue, they shall thereafter ensure that such circumstances do not affect the interests of any such persons or organisations or interfere with the duties of the provider of architectural services especially if required to exercise any judgement about the performance of any contract. .

3.6. All providers of architectural services shall provide independent impartial advice to their clients and to any actual or prospective user.

3.7. The terms of engagement of a provider of architectural services shall be the subject of a written agreement with the client. It shall cover, notably:

- The scope of the work or services;
- The allocation of and limits on liabilities;
- The budget or other cost limit for the project or the work or services;
- The fee payable for the work or services, the method of calculating it (if appropriate) and the stage(s) at which it will be payable;
- The circumstances justifying termination. .

3.8. All providers of architectural services shall observe the confidentiality and secrecy of the affairs of their clients or other actual or prospective users and must not disclose confidential information without the prior written consent of the client and any relevant party unless disclosure is required by law.

3.9. All providers of architectural services shall perform their professional work with due skill, care and diligence.

3.10. All providers of architectural services shall carry out their professional work without undue delay and, so far as it is within their power, within an agreed reasonable time limit.

3.11. All providers of architectural services shall keep their client promptly informed of the progress of work or services undertaken on their client's behalf and of any matters that may affect its quality or cost or of quality or costs of the project work especially where limits have been set by the client on quality or cost.

3.12 All providers of architectural services shall carry at all times professional indemnity insurance sufficient in amount and duration for the provider's potential liabilities in law to any person having regard to the scale of the projects and to the work and services undertaken by them.

3.13 All providers of architectural services shall deal with complaints in a prompt and courteous manner and in writing.

3.14 All providers of architectural services shall make clients aware of the dispute resolution procedures available (whether or not provided in the provider's contract of employment): conciliation, mediation, arbitration or any other alternative to resolution by a competent court.

Principle 4

Obligations in the Interests of the Profession

All providers of architectural services shall have an obligation to uphold the independence, impartiality, professional secrecy, integrity and dignity of the profession, and shall conduct themselves in a manner that respects the legitimate rights and interests of others and in addition have an obligation to acknowledge the professional aspirations and contributions of their colleagues and to respect their rights.

All providers of architectural services shall also acknowledge the contribution made to their work or services by others such as, for example, staff, the client, urban planners, landscape architects, other architects, multi-disciplinary professional firms or companies, artists, interior designers, structural and technical services engineers, construction economists, specialist contractors, contractors and others in the project team.

Applications

4.1. All providers of architectural services shall pursue their professional activities with independence, impartiality, confidentiality, integrity, honesty and fairness.

4.2. Providers of architectural services shall not either take as a partner or shall act as a co-director with an unsuitable person, such as a person who has a criminal conviction which affects the reputation of that provider or of providers of architectural services in general or is an undischarged bankrupt or whose name has been removed from any professional register otherwise than at his own request or a person disqualified from membership of a recognised organisation representing architects and/or other providers of architectural services.

4.3. All providers of architectural services shall strive, through their actions, to promote the independence, impartiality, dignity and integrity of their profession, and shall ensure that their representatives and employees conform their conduct to this Code, so that anybody dealing with any provider of architectural services may have confidence in being protected against incompetence or false or misleading statements.

4.4. No provider of architectural services shall discriminate on grounds of race, gender, religion, disability, marital status or sexual orientation.

4.5. No provider of architectural services, shall either appropriate the intellectual property, or unduly take advantage of, the ideas of another provider of architectural services without the express authority from the provider that has the right to that property or idea.

4.6. No provider of architectural services shall participate in either a design competition or submit a competitive tender or proposal where the terms and conditions of participation and the contract to be awarded do not provide legal protection for the intellectual property of the participating provider.

4.7. No provider of architectural services shall participate in either a design competition or submit a competitive tender or proposal where either evaluation of the quality of the work or services to be provided or an evaluation of the professional quality of the prospective provider is not a dominant criterion.

4.8. No provider of architectural services shall participate in either a design competition or submit a competitive tender or proposal if the fee proposed will be revealed prior to the selection of either the project or the provider of architectural services.

4.9. No provider of architectural services shall when appointed as an assessor of a competition subsequently act in any other capacity whatsoever in respect of or arising out of the subject-matter of such a competition.

4.10. No provider of architectural services shall maliciously or unfairly criticise or attempt to discredit another's architectural work.

4.11. All providers of architectural services, if approached to undertake a project or other professional work upon which the provider knows or can ascertain by reasonable inquiry that another provider of architectural services

has an existing contract with the same client or actual or prospective user for the same project or for work or services in connection with that project, shall notify the other provider.

4.12. All providers of architectural services, if appointed to give an opinion on the work of another such provider, shall notify that provider, unless it is prejudicial to prospective or actual litigation to do so.

4.13. All providers of architectural services shall ensure that their professional finances are managed lawfully.

4.14. A representative of a provider of architectural services may not sign an application for a building permit, an application for planning consent, an application for building regulation approval or any other relevant statutory application unless the signatory is the designer or where the design has been prepared under the signatory's direct supervision and authority.

4.15. If a professional regulatory authority or a professional institution makes a complaint or commences proceedings against a registered or licensed provider of architectural services or against a firm, company or other legal entity that is a registered or licensed provider of architectural services, that provider or, the senior partner, chairman or the chief executive officer of firm, company or other legal entity must appear in person (and not by any legal or other representative) to answer the complaint or the proceedings.

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