

# RIBA: Code of Practice

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# Contents

Introduction	3
Discipline	4
Example provision	5
<b>Principle 1: Integrity</b>	6
1 Impartiality and undue influence	6
2 Statements	6
3 Conflicts of interest	6
4 Confidentiality and privacy	7
5 Handling client money	7
6 Bribery and corruption	8
7 Criminal conviction / disqualification as a director / sanction	8
<b>Principle 2: Competence</b>	9
1 Skill, knowledge, care, ability	9
2 Terms of appointment	10
3 Time, cost, quality	12
4 Keeping the client informed	12
5 Record keeping	13
6 Health and safety	13
7 Inspection services	14
8 Building performance	14
9 Heritage and conservation	15
10 Town and country planning	15
11 Law and regulations	15
12 Certification	16
13 The environment	16
14 Community and society	17
<b>Principle 3: Relationships</b>	18
1 Copyright	18
2 Previous appointments	18
3 Peers	19
4 Equality, diversity and inclusion	19
5 Modern slavery	19
6 Employment and responsibilities as an employer	20
7 Competitions	21
8 Complaints and dispute resolution	21
9 Advertising / business names / use of RIBA crest and logo	22
10 Insurance	22
11 Non-disclosure agreements	23
12 Whistleblowing	23
Definitions	24

## Introduction

- 1 All practices registered with the RIBA Chartered Practice Scheme (Chartered Practices), and the staff therein, are expected to conduct themselves in accordance with the Code of Practice (the Code) and in a manner appropriate to their Chartered Practice status, and the practice shall be liable to private caution, public reprimand, suspension or expulsion if they do not.
  - 2 This Code sets out and explains the standards of professional conduct and practice which the Royal Institute of British Architects (RIBA or the Institute) requires of all RIBA Chartered Practices, in accordance with its stated purpose for '*...the advancement of Architecture and the promotion of the acquirement of the knowledge of the Arts and Sciences connected therewith.*'<sup>1</sup>
  - 3 The purpose of the Code is to promote good conduct and best practice. It aims not only to uphold standards through discipline, but also to empower practitioners to reflect critically and to continually strive to improve.
  - 4 Chartered Practices should be guided by the spirit as well as the precise and express terms of the Code. Not every shortcoming, or failure to meet the specific duties of the Code, will necessarily give rise to disciplinary proceedings.
  - 5 Chartered Practices must at all times comply with all relevant legal obligations. The Code does not seek to duplicate legal obligations.
  - 6 Legal disputes cannot be settled through RIBA disciplinary proceedings and all such legal disputes must be dealt with by a competent authority before they may be considered by a Professional Conduct Panel.
  - 7 From time to time, the Institute will amend and update the Code and relevant policies. Chartered Practices are responsible for keeping themselves up to date and must observe such amendments and updates as they come into effect.
  - 8 Chartered Practices may (or may be required to) be registered with other professional and/or regulatory bodies in the jurisdiction where they practice. If this is the case, the Institute recognises that a Chartered Practice's first obligation will be to comply with the rules of conduct of the local professional or regulatory body. Chartered Practices must also seek to comply with the Code.
- If there is a conflict between the local body's rules of conduct and the Code, the local body's rules prevail but the Chartered Practice must notify the RIBA Professional Standards team as soon as possible.
- 9 The Code applies to all Chartered Practices, nationally and internationally. Chartered Practices must also comply with the RIBA Chartered Practice Accreditation Criteria and Standards.
  - 10 The RIBA also maintains a Code of Professional Conduct which is applicable to all RIBA Members.
  - 11 The Code enshrines the following duties owed by Chartered Practices:
    - To the wider world
    - Towards society and the end user
    - Towards those commissioning services (i.e. clients – this may include professional clients, investors and funders)
    - Towards those in the workplace (i.e. colleagues, employees, employers)
    - Towards the profession
    - Towards oneself
  - 12 Where two or more principles of the Code come into conflict, the one which takes precedence is the one which best serves the public interest in the particular circumstances.
  - 13 Members should seek to co-operate and work productively with other professionals, to develop relationships of trust and collaborate in an open and honest way. Members should seek to identify and evaluate risks, take appropriate mitigating actions and share concerns with relevant parties.
  - 14 A complaint or dispute concerning a Chartered Practice's contractual performance is very different from a complaint about their professional conduct or competence. A complaint about contractual performance should preferably be resolved by the Chartered Practice's own complaints procedure or one of the Alternative Dispute Resolution processes. The RIBA's disciplinary procedures are unable to provide a solution to specific project or contractual performance disputes. The RIBA's complaints and disciplinary procedures only deal with professional conduct.

<sup>1</sup> RIBA Royal Charter 1837, as amended by the Supplemental Charter of 1971

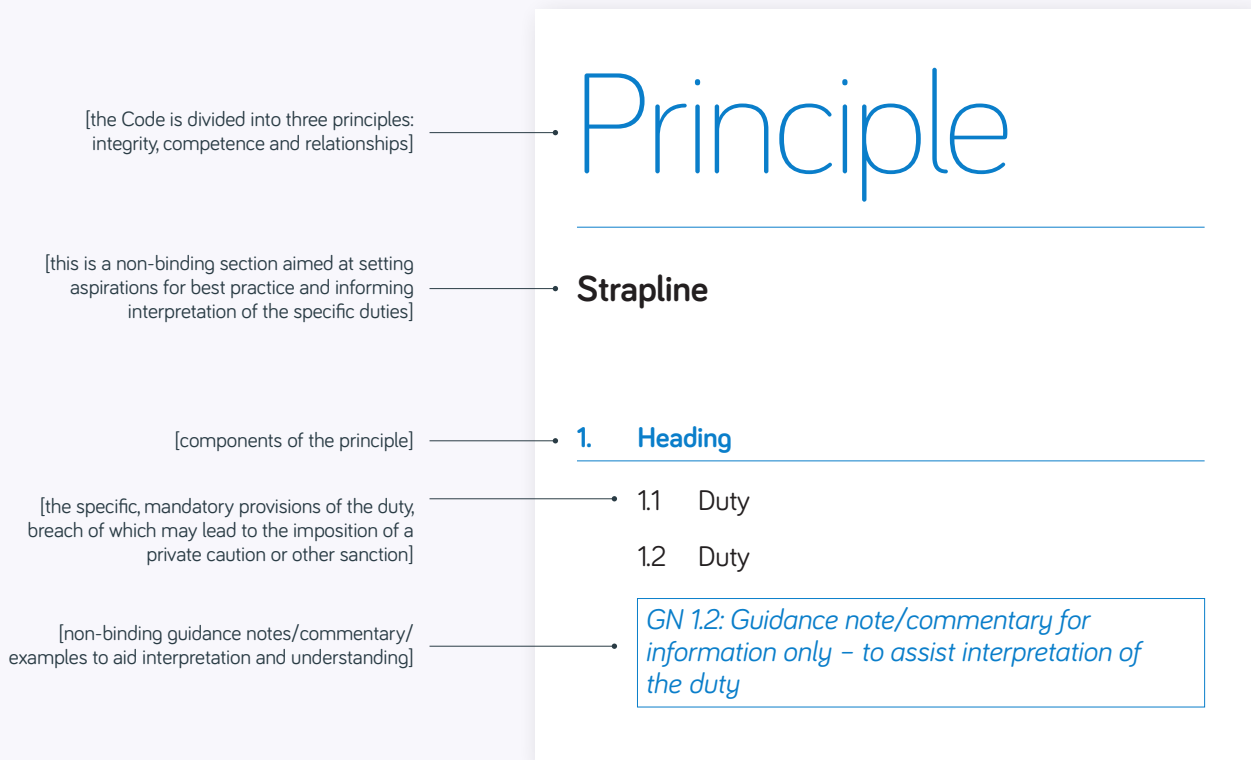
- 15 In the UK complaints against a Registered Architect may be made to the Architects Registration Board (ARB). Architects found to have breached the ARB's code may be removed or suspended from the Register which means that they can no longer use the title 'architect'. If a Member is sanctioned by the ARB, the RIBA has the discretion to impose a similar or different sanction, or no sanction.
- 16 Any public sanction imposed by the RIBA will be notified to the ARB.

## Discipline

- 1 Any Chartered Practice which contravenes the Code shall, in accordance with Byelaw 5 of the Institute's Charter and Byelaws, be liable to private caution, public reprimand, suspension or expulsion.
- 2 The power to impose a sanction on a Chartered Practice (public reprimand, suspension, expulsion) is exercised by the RIBA's Professional Conduct Panel on behalf of the Institute's Council and Standards Committee, by a delegation of authority.
- 3 Chartered Practices' conduct outside the direct practice of architecture may not fall within the remit of the Code, unless such conduct generally offends against the honour, integrity and/or reputation of the profession of architecture and the RIBA Chartered Practice Scheme.
- 4 A judgment or decision from a Court or a Competent Authority (including the ARB) against a Chartered Practice may be considered as conclusive evidence of the facts so found.

# The Code

## Example provision:



PLEASE NOTE: all web links provided have been checked and are accurate at the time of publishing

## 1

# Principle 1: Integrity

**Chartered Practices shall behave with integrity and shall strive to safeguard and improve the standing, reputation and dignity of the Institute and its membership in all their professional activities. Chartered Practices shall consistently promote and protect the public interest and social purpose, taking into account future generations.**

## 1. Impartiality and undue influence

- 1.1 Chartered Practices must act with impartiality and objectivity at all times in their professional activities.
- 1.2 Chartered Practices must be honest and truthful.
- 1.3 Chartered Practices shall not allow themselves to be improperly influenced by others.
- 1.4 Chartered Practices shall not allow themselves to be improperly influenced by their own self-interest.

## 2. Statements

- 2.1 Chartered Practices must not make or be a party to any statement which is:
  - (a) untrue;
  - (b) misleading;
  - (c) unfair; and/or
  - (d) contrary to their professional knowledge.
- 2.2 Chartered Practices who find themselves party to any such statement in paragraph 2.1, must take all reasonable steps to correct the statement immediately.

*GN 2.2: Chartered Practices may correct such a statement in many ways. It may involve: writing to a client to correct a previous statement made to them; issuing a public statement e.g. on a website; contacting a third party or reporting an issue to an appropriate authority such as a Local Authority or Court.*

## 3. Conflicts of interest

- 3.1 If a conflict of interest arises, Chartered Practices must declare it to all parties affected.
- 3.2 If a conflict of interest arises, Chartered Practices must either:
  - (a) remove its cause; or
  - (b) withdraw from the situation.

*GN 3.2: Conflicts of interest can arise in many situations. A commonly occurring example of a conflict of interest is an architectural practice working on a project also running a separate contractor business which tenders for work on the same project. In this instance, the practice on the project must inform the client that they also run/are involved in the contractor firm tendering for the work so that the client is fully aware of the facts and can make an informed decision in awarding the contract. If the architect's contractor firm is successful in winning the construction work, the architect must not act in the capacity of Contract Administrator, Employer's Agent or similar for the client during the construction phase. The practice is able to be involved in both capacities but must declare both interests to the client so that the client can make an informed decision.*

- 3.3 Chartered Practices must have effective systems in place to identify and assess potential conflicts of interests.

*GN 3.3: This requirement is particularly aimed at conflicts of interest that may arise between two or more clients of the Chartered Practice. Chartered Practices must have robust processes for carrying out conflict checks on potential clients.*

#### 4. Confidentiality and privacy

- 4.1 Chartered Practices must not breach confidentiality, except where allowed by 4.5 below.
- 4.2 Chartered Practices must safeguard the privacy of their clients and others.
- 4.3 Chartered Practices must comply with any legal rights of privacy and any contractual provisions regarding confidentiality.
- 4.4 Chartered Practices must treat confidential information acquired during the course of their work as such.

*GN 4.4: Information which is publicly available or in the public domain is not privileged or confidential information.*

- 4.5 Chartered Practices may only use and/or disclose confidential information:
  - (a) for the express purposes for which that information has been supplied to the Chartered Practice;
  - (b) where expressly permitted to do so by the person or company that information concerns;
  - (c) where and to the extent necessary for the purposes of preserving or exercising the Chartered Practice's legal or contractual rights;
  - (d) where and to the extent necessary to fulfil any contractual or legal duty owed to the person or company that information concerns; and/or
  - (e) where and to the extent necessary for proper whistleblowing in respect of wrongdoing or exploitation; and/or
  - (f) as may be required or permitted by law, a court of competent jurisdiction or any governmental or regulatory authority or professional body.

- 4.6 Chartered Practices shall take all reasonable steps to ensure that any employees, representatives or advisers to whom they disclose confidential information do not use or disclose that information other than as permitted by the Code.
- 4.7 Chartered Practices must hold and handle data in accordance with the current applicable data protection legislation.

*GN 4.7: For more information on the applicable data protection requirements, see: <https://www.gov.uk/data-protection>.*

#### 5. Handling client money

- 5.1 Chartered Practices requested by a client to hold money on the client's behalf must keep such money in a designated interest-bearing bank account (a "client account") which is separate from the Chartered Practice's personal or business accounts.
- 5.2 Chartered Practices must return any money held in a client account to the client as soon as reasonably practicable following a written request to do so.
- 5.3 Chartered Practices must ensure that any money held in a client account is not withdrawn or used to make a payment otherwise than in accordance with the client's written instructions.
- 5.4 Chartered Practices must arrange for any interest (or other benefit) accruing from the client account to be paid to the client, unless otherwise agreed by the client in writing.

## 6. Bribery and corruption

- 6.1 Chartered Practices must not offer bribes or inducements.
- 6.2 Chartered Practices must not accept bribes or inducements.

### GN 6.1 and 6.2:

- (a) *Bribes are not always direct offers of money, but instead may be more indirect gifts and incentives, including special offers of discounts on products, or special access to certain products. There is no clear-cut line on what does or does not constitute a bribe – it is a question of judgement in the particular circumstances of the case. If you are unsure, begin by asking yourself how you would react if you found out that another practice had accepted the incentive – does it feel right? Most importantly, record any reasoning and decisions you make about this in writing.*
- (b) *This provision does not exclude the exchange of small gifts and advantages in the normal course of business – such as promotional gifts or corporate hospitality. The value of any such gifts must not be such that it could exert an improper influence over the recipient.*
- (c) *Note the Bribery Act 2010: bribery committed anywhere in the world by a UK citizen is a criminal offence.*

- 6.3 Chartered Practices must not act corruptly by giving, offering or receiving a gift or advantage, which is given with the intention of persuading the recipient to act against their own professional obligations and/or the interests of those to whom they owe a duty.
- 6.4 Chartered Practices must take reasonable steps to report any suspicion of corruption or bribery of which they become aware in their professional activities for which their practice may be responsible.

- 6.5 Chartered Practices shall conduct due diligence checks on potential clients to establish and verify their identity.

*GN 6.5: Due diligence checks depend on the context. Checks on companies should include checks on the Companies House website. Checks on individuals may involve having sight of an identity document (such as a passport or photographic driver's licence) before agreeing a professional services contract.*

## 7. Criminal conviction / disqualification as a director / sanction

- 7.1 A criminal conviction which relates in any way to a Chartered Practice's practice of architecture may be regarded as grounds for sanction.
- 7.2 Chartered Practices who are the subject of a negative judgment of a Court of any kind must report it to the RIBA Professional Standards team within 30 days.
- 7.3 Chartered Practices sanctioned by any professional regulator or professional membership body must report it to the RIBA Professional Standards team within 30 days.
- 7.4 Chartered Practices shall not allow any person who has been expelled from membership of the RIBA or erased from the ARB, or other equivalent international register of architects, as a result of disciplinary action, to act as a board member, shareholder, partner or director in a Chartered Practice.



## 2

# Principle 2: Competence

Chartered Practices should continuously strive to improve their professional knowledge and skill. Chartered Practices should persistently seek to raise the standards of architectural education, life-long learning, research, training, and practice for the benefit of the public interest, those commissioning services, the profession and themselves. Chartered Practices should strive to protect and enhance heritage and the natural environment.

## 1. Skill, knowledge, care, ability

- 1.1 Chartered Practices shall act competently, conscientiously and responsibly and are expected to apply reasonable standards of skill, knowledge and care in the performance of all their work.
- 1.2 All architectural work undertaken by a Chartered Practice must be under the personal supervision of an RIBA Chartered Architect.
- 1.3 Chartered Practices must be able to provide the knowledge, the ability and the financial and technical resources appropriate for the work they undertake. Chartered Practices shall realistically appraise their ability and resources to undertake and complete any proposed work.

*GN 1.3: Chartered Practices should not accept work if they do not have sufficient resource (particularly staff resource) with the appropriate skills, knowledge and experience, to satisfactorily complete it.*

- 1.4 Chartered Practices must accept responsibility for the professional services provided by them to their clients. Chartered Practices should undertake to perform those services only when they (together with those whom they may engage as consultants) are sufficiently qualified by education, training, and/or experience in the specific areas involved and have the necessary resources to satisfactorily complete those services.

*GN 1.4: Chartered Practices must be competent to undertake the services being offered by them. If the work is delegated to employees or consultants, the Chartered Practice retains responsibility for the services and must ensure that the individuals actually carrying out the work are competent to do so.*

- 1.5 Chartered Practices shall abide by applicable laws and regulations at all times.

*GN 1.5: Chartered Practices may rely on the advice of other qualified persons as to the intent and meaning of such laws and regulations. Such qualified persons may include: construction lawyers, party wall surveyors, cost consultants, chartered surveyors and engineers. Chartered Practices are directly responsible for ensuring that they comply with laws and regulations.*

- 1.6 Chartered Practices shall not make or be knowingly party to misleading, deceptive or false statements or claims regarding their professional qualifications, resources or the services they or their practice are able to provide. If Chartered Practices feel that they are, or may be, unable to undertake and complete the work in accordance with the client's requirements, they should not quote for or accept the work.
- 1.7 Chartered Practices must make appropriate arrangements for the continuation of professional work in the event of an individual employee's incapacity, death, absence from, or inability to, work. Chartered Practices must also make appropriate

arrangements for the continuation of professional work in the event of ceasing to trade or bankruptcy.

*GN 1.7: Such appropriate arrangements may include the work being passed to a suitably qualified and experienced colleague within the practice, or having an agreement with another local practice for them to offer to continue the work for the client, where possible.*

- 1.8 Chartered Practices shall exercise proper supervision of all work done under their authority and accept professional responsibility for it.

*GN 1.8: 'Under their authority' may be under their employment, under their direct control or in the position of sub-consultants through a professional contract.*

- 1.9 Chartered Practices shall advise their clients in writing at the outset of a project of the likelihood of achieving the client's requirements and aspirations.
- 1.10 Chartered Practices shall advise their clients in writing as soon as is reasonably practicable if the Chartered Practice's assessment of the likelihood of achieving the client's requirements and aspirations changes during the project.
- 1.11 Chartered Practices must apply their informed and impartial professional judgment in reaching any decisions, which may require a Chartered Practice to balance differing and sometimes opposing demands.

*GN 1.11: Chartered Practices should ensure that they are properly informed and that they have the knowledge required before reaching any decisions. In applying their knowledge and informed judgement, Chartered Practices may be required to balance the stakeholders' interests with the community's, or the project's capital costs with its overall performance. Note paragraph 12 of the Introduction and that the duty to the public interest takes precedence.*

- 1.12 Chartered Practices must continue to develop and update the skills, knowledge and expertise of their employees throughout their careers for the benefit of the public, their clients, the natural environment and the quality of the built environment.

- 1.13 Chartered Practices must ensure that all architect employees each undertake and record continuing professional development for as long as they continue in practice, in line with current RIBA CPD requirements.

*GN 1.13: The RIBA CPD Core Curriculum and further information can be found on the RIBA website: <https://www.architecture.com/education-cpd-and-careers/cpd/cpd-core-curriculum>.*

- 1.14 Chartered Practices should reflect on and evaluate their own work.
- 1.15 Chartered Practices must be familiar and up to date with relevant codes of practice and guidelines which may be issued or endorsed by the Institute from time to time, especially those concerned with health and safety, ethical practice, sustainability and protection of the environment.

## 2. Terms of appointment

- 2.1 All terms of appointment between a Chartered Practice and their client must be clear, agreed and recorded in writing before the commencement of any professional services.

*GN 2.1: The RIBA Professional Services Contracts should be used where appropriate and possible.*

- 2.2 Chartered Practices must ensure that the terms of that appointment cover the key requirements of a professional services contract, including where relevant:
- (a) definitions;
  - (b) architect's services;
  - (c) client's responsibilities;
  - (d) assignment;
  - (e) fees and expenses;
  - (f) copyright licence;
  - (g) liability and insurance;
  - (h) suspension or termination;
  - (i) dispute resolution; and
  - (j) the consumer's right to cancel.

*GN 2.2: See the RIBA Professional Services Contracts for more detailed conditions and information, where appropriate.*

- 2.3 Chartered Practices shall ensure that any variation to a standard form of contract is clear, agreed with the client and documented in writing. The fact that the standard terms have been varied must be clearly stated on the document.

*GN 2.3: Variations may be written into the original contract, once agreed, with clear wording to demonstrate that they are a variation to a standard form of contract. Variations may also be evidenced in a separate document, such as a letter, setting out the variations and noting that they vary a standard form of contract.*

- 2.4 Chartered Practices shall ensure that any subsequent variations to the terms of their appointment are agreed with the client, clear and recorded in writing.
- 2.5 Chartered Practices shall not materially alter the scope or objectives of a project, or the professional fees payable for services provided in respect of it without their client's express written consent, except in accordance with any fee adjustment arrangements set out in the terms of appointment.
- 2.6 Chartered Practices should take reasonable care to ensure that the terms of the contract are legally accurate, are compatible with other provisions, will not lead to excessive liabilities and do not create conflicts of interest.

*GN 2.6: A Chartered Practice's duty to check the terms of the contract exists to the extent that amended standard forms of appointment or bespoke terms of appointment are to be used. Most standard form contracts and terms are already rigorously checked for legal accuracy and are considered to constitute an acceptable contractual "bargain" between the parties.*

- 2.7 Chartered Practices must take reasonable and appropriate steps to enable their client to understand generally what to expect from the Chartered Practice under any professional appointment. In particular, the Chartered Practice should explain:
- (a) the scope of the service being provided and its limitations;

- (b) how the Chartered Practice's fees are to be calculated;
- (c) the circumstances in which fees are triggered and payment is required; and
- (d) the circumstances in which additional fees may become payable.

*GN 2.7: Chartered Practices are expected to take "reasonable and appropriate steps" to aid client understanding. Chartered Practices are expected to give clear thought and effort to making the client aware and confirming their understanding of the basis of the professional appointment. A written explanation of these matters to the client, in the context of the particular project, should be sufficient.*

- 2.8 Chartered Practices must ensure that an RIBA Chartered Member is nominated as a client contact on all architectural work undertaken by the practice, and that the client is informed of the name and contact details of the nominated RIBA Chartered member at the outset of the project.

*GN 2.8: The nominated client contact need not be directly connected to the project, but shall be available as a contact to assist in complaints or disputes that have not been able to be resolved through the usual mechanisms of the project team or the practice procedures. They may or may not be the appointed day to day contact for the client.*

- 2.9 Chartered Practices shall either include details of their written complaints procedure (see Principle 3, 8.2) with the terms of appointment, or shall make it clear that the written complaints procedure will be provided on request.

*GN 2.9: See Principle 3, 8 below for further details and guidance regarding Chartered Practices' duties in connection with the handling of complaints.*

### 3. Time, cost, quality

- 3.1 Chartered Practices shall use reasonable endeavours to safeguard and promote quality on the projects they undertake and in the professional services they provide.
- 3.2 Chartered Practices should endeavour to deliver projects that:
  - (a) are safe;
  - (b) are cost-effective to use, maintain and service; and
  - (c) minimise negative impacts on the environment during their anticipated life-cycle.
- 3.3 Chartered Practices must carry out their professional work without undue delay and, so far as it is within their powers:
  - (a) within an agreed reasonable time limit and programme; and
  - (b) in accordance with any cost limits agreed with their clients.

*GN 3.3: This Heading is closely linked with keeping the client informed (Principle 2, 4), therefore Chartered Practices should have particular regard to satisfying that provision when observing this one.*

- 3.4 Chartered Practices must use reasonable endeavours to advise their client on the need for specialist advice to assist the client to ascertain and control the cost of the project.

*GN 3.4: For example – Chartered Practices should advise their clients how and why to seek advice from a cost consultant or quantity surveyor in respect of estimating and controlling building costs.*

- 3.5 Chartered Practices shall have a Quality Management System in place to ensure that their projects are run professionally and are regularly monitored and reviewed.

*GN 3.5: See the RIBA Quality Management Toolkit for more information.*

### 4. Keeping the client informed

- 4.1 Throughout their engagement Chartered Practices shall:
  - (a) keep clients reasonably informed of the progress of a project, in writing where possible;
  - (b) inform their clients, in writing, of key decisions made on the client's behalf;
  - (c) notify the client, in writing, of identifiable risks or circumstances which may adversely impact on the overall time, cost or quality of the project;
  - (d) maintain appropriate records of the progress, circumstances and communications regarding a project.

*GN 4.1: Construction projects are complex and stressful, and it is therefore important to communicate progress and changes to the client throughout a project, as well as maintaining records of how a project has progressed. Good record keeping can greatly assist Chartered Practices in the unfortunate event of a dispute or complaint. Any matter which may have an impact on the time, quality or cost of a project (or the services provided by the Chartered Practice) will be of particular concern to a client and should be clearly identified at the earliest opportunity and notified in writing upon the Chartered Practice becoming aware of the issue.*

- 4.2 Chartered Practices shall notify clients in writing, upon becoming aware of any issue which may significantly affect the quality, cost or timetable for completion of their own work.

## 5. Record keeping

- 5.1 Chartered Practices shall maintain appropriate records throughout their engagement.

*GN 5.1: Such records typically include, as a minimum, the following written records:*

- (a) A copy of the written terms of appointment / conditions of engagement / professional services contract;*
- (b) Details of the client brief / requirements, including any restrictions on the project programme or budget notified by the client;*
- (c) Details of the agreed scope of the Chartered Practice's work;*
- (d) Details of agreed fees or the agreed method / basis of calculation of fees;*
- (e) Copies of any communications between the Chartered Practice and client altering the scope of services, fees or the term of appointment;*
- (f) Copies of any specific deliverables (such as drawings, specifications, reports or advice) delivered during the course of the Chartered Practice's engagement;*
- (g) Details of any fees rendered and paid during the engagement (invoices and narratives of work performed);*
- (h) Details of any money held by the Member belonging to the client or any third party*

*The legal limitation period for actions in England and Wales for breach of contract is 6 years under a simple contract and 12 years if the contract is executed as a deed. This limitation period runs from the date of breach of the contract. For claims in negligence, the legal limitation period is 6 years running from the date when loss or damage is incurred as a consequence of the negligent act or omission.*

*Details of what should be retained will depend on the circumstances. Chartered Practices should be aware that this may include digital records and electronic correspondence.*

- 5.2 All records, information and personal data held by Chartered Practices in connection with any professional engagement shall be:
- (a) securely stored;
  - (b) maintained, accessed and used in accordance with current legislation, including the current law pertaining to data protection (see Principle 1, GN 4.7).
- 5.3 Chartered Practices shall, upon request, return to a client any original papers, plans or property to which the client is legally entitled.
- 5.4 Chartered Practices shall not unreasonably withhold permission from a departing employee or partner to take copies of designs, drawings, data, reports, notes, or other materials relating to work performed by the employee or partner which are not confidential or commercially sensitive.

## 6. Health and safety

- 6.1 Chartered Practices shall have reasonable knowledge of, and abide by, all laws and regulations relating to health and safety as they apply to the design, construction and use of building projects.
- 6.2 Chartered Practices shall ensure that an appropriate Health and Safety Policy is in place and operational.

*GN 6.2: See the RIBA Health and Safety Policy template for more information.*

- 6.3 Chartered Practices shall take reasonable steps to ensure that their clients, and those with whom they have a direct professional relationship, are aware of and understand their responsibilities under the laws and regulations described at 6.1 above.
- 6.4 Chartered Practices must take reasonable steps to protect the health and safety of those under their direct control or instruction.

- 6.5 Chartered Practices must take reasonable steps to protect the health and safety of those carrying out, or likely to be directly affected by, construction work for which they are providing professional services. This includes clients and Chartered Practices of the public.

*GN 6.3, 6.4 and 6.5: 'Reasonable steps' may require doing more than is strictly required by law and regulations.*

- 6.6 Chartered Practices must not enter into any contract which compromises their duty to protect health and safety.
- 6.7 Chartered Practices must notify their client if they become aware of anything which compromises or may compromise their duty to protect health and safety.
- 6.8 If a Chartered Practice becomes aware of a decision taken by their client which violates any law or regulation and that will, in the Chartered Practice's professional judgment, materially and adversely affect health and safety, the Chartered Practice shall:
- (a) advise their client against the decision; and/or
  - (b) refuse to consent to the decision; and/or
  - (c) report the decision to the local building inspector or other public official charged with the enforcement of the applicable laws and regulations, unless the Chartered Practice is able to satisfactorily resolve the matter by other means.

## 7. Inspection services

- 7.1 A Chartered Practice should advise their client on the need for, nature and frequency of inspections, based on the requirements of the specific project and the terms of the appointment.

*GN 7.1:*

*When undertaking inspection services, the nature and frequency of those inspections will depend on the circumstances, particularly the specific provisions of the contract. Chartered Practices should consider the need to tailor the frequency and duration of the inspections to the nature of the works. Chartered Practices may, depending on the contract, instruct contractors to leave parts of the work uncovered, for the purposes of inspection. Chartered Practices may need to inspect repeated elements of work during the early course of construction to determine whether the contractor is able to satisfactorily carry out the work.*

*Inspection does not guarantee that all defects will either be prevented or revealed. A Chartered Practice is therefore not necessarily liable in relation to a contractor's poor workmanship.*

## 8. Building performance

- 8.1 Chartered Practices must facilitate and support an effective handover and building commissioning process, when engaged at the relevant project stage.

*GN 8.1: Chartered Practices should use the relevant sections of the RIBA Plan of Work (<https://www.ribaplanofwork.com/>) to ensure a successful handover of the building. In particular, Chartered Practices should provide handover information needed in respect of fire safety (in accordance with the Building Regulations) and the health and safety file (in accordance with the CDM Regulations).*

- 8.2 Chartered Practices should promote and support the value and benefits of monitoring and reporting on how a building operates and performs in accordance with design intent and in response to the building occupants' needs. Chartered Practices should encourage long-term maintenance and management on site.

*GN 8.2: Chartered Practices engaged at any project stage should inform clients of the value and benefits of post-occupancy evaluation. Chartered Practices, where competent to do so, should offer post-occupancy evaluation as an additional added value service. Chartered Practices should seek feedback on how a building operates and performs in accordance with design intent and in response to the building occupants' needs to use during the life of the building and/or on future projects. Chartered Practices should disclose accurate and truthful information about the gap between project intentions and outcomes, in accordance with industry-wide methodologies and metrics.*

## 9. Heritage and conservation

- 9.1 Chartered Practices must respect the importance and significance of Heritage Assets.

*GN 9.1: A Heritage Asset is a building, monument, site, place, area or landscape identified as having a degree of significance meriting consideration in planning decisions, because of its heritage interest. Heritage asset includes designated heritage assets and assets identified by the local planning authority (including 'local listing').*

- 9.2 Chartered Practices must only carry out work affecting Heritage Assets if they are sufficiently qualified, competent or experienced to do so in the circumstances.

*GN 9.2: This may or may not require specialist accreditation, depending on the circumstances and the particular nature of the work.*

- 9.3 Chartered Practices who are unsure of or unable to establish the significance of a particular Heritage Asset on which they are proposing to undertake work must first seek specialist professional advice and/or advise their client to instruct an appropriately accredited specialist professional to undertake the work.

## 10. Town and country planning

- 10.1 Chartered Practices must advise their client on and comply with relevant planning legislation and regulations.
- 10.2 Chartered Practices should only provide professional services in relation to planning matters if they are sufficiently qualified, competent or experienced to do so in the circumstances.

*GN 10.2: This may or may not require specialist training or qualification, depending on the circumstances and the particular nature of the work.*

## 11. Law and regulations

- 11.1 Chartered Practices shall not knowingly violate the law or advise or assist clients in any conduct or actions they know to be illegal, in performing professional services.
- 11.2 Chartered Practices shall take appropriate steps to ensure that clients are properly advised of their own relevant legal responsibilities.

*GN 11.2: Clients may have legal duties under various legislation (such as duties under the Construction (Design and Management) Regulations, Building Regulations and the Town and Country Planning Act). Chartered Practices should draw any such duties to the client's attention.*

## 12. Certification

- 12.1 Chartered Practices shall exercise reasonable skill and care when issuing or recommending the issue of any certificate.

### GN 12.1:

#### *Practical Completion*

*Chartered Practices should not certify or recommend the certification of Practical Completion of any construction work unless:*

- (a) all of the construction work under the relevant contract has been completed to the required standard; and*
- (b) the Chartered Practice is satisfied that any contractual terms and pre-conditions to the certification of Practical Completion have been satisfied or discharged (or waived by the client).*

*Chartered Practices should advise their clients of the implications of certifying Practical Completion or taking partial possession.*

*Chartered Practices should not certify or recommend the certification of Practical Completion if there are patent defects or incomplete works unless:*

- those outstanding works or defects are minor items which can be remedied without impacting on the beneficial use and occupation of the development; and*
- the Chartered Practice is satisfied that there is sufficient retention or other security held against the contractor to cover the cost of remediating those items.*

#### *Valuation*

*Chartered Practices should not certify or recommend the certification of any payment under a contract unless the Chartered Practice:*

- has (where appropriate) reviewed or inspected the relevant work for which payment is claimed; and*
- is reasonably satisfied that the work for which payment is to be certified has been completed in accordance with the contract under which payment is claimed.*

*As stated elsewhere in this Code, a Chartered Practice is not necessarily liable in relation to a contractor's poor workmanship. Chartered Practices are not required to guarantee that defects in work will either be prevented or revealed.*

## 13. The environment

- 13.1 Chartered Practices should consider the environmental impact of their professional activities, including the impact of each project on the natural environment.
- 13.2 Chartered Practices shall ensure that an appropriate Environmental Management Policy is in place and operational.

*GN 13.2: See relevant RIBA guidance and a template in the RIBA Chartered Practice Toolbox.*

- 13.3 Chartered Practices shall advise their clients on the need, if any, for specialist professional advice required to ensure that their project safeguards the local environment, ecology and biodiversity.

*GN 13.3: Such specialist professional advice may be from a conservation, environmental or sustainability specialist. It may concern issues such as: Tree Protection Orders, Conservation Areas, Sites of Special Scientific Interest, air pollution and/or water quality.*

- 13.4 Chartered Practices should promote sustainable design and development principles in their professional activities.
- 13.5 In performing professional services, Chartered Practices shall advocate the design, construction, and operation of sustainable buildings and communities.
- 13.6 Chartered Practices shall inform clients of sustainable practices suitable to their project and shall encourage their clients to adopt sustainable practices at the earliest opportunity.
- 13.7 When performing professional services, Chartered Practices should develop and discuss with their client a written Sustainability Strategy for the project, where appropriate.
- 13.8 Chartered Practices must use reasonable endeavours to specify and use sustainable materials on their projects.
- 13.9 Chartered Practices must use reasonable endeavours to minimise whole-life carbon and energy use.



- 13.10 Chartered Practices should practise evidence-informed design and should keep records of the evidence used in reaching design decisions.

*GN 13.10: Chartered Practices should keep written records of the evidence and data examined and used by them in reaching decisions in the design process. This should include any reasons for not acting on particular pieces of evidence considered.*

## 14. Community and society

- 14.1 Chartered Practices shall have proper concern and due regard for the effect that their professional activities and completed projects may have on users, the local community and society.

*GN 14.1: This may involve conducting consultations with the local community before starting work on and during a development. It may also involve carrying out consultations with the local community after completion of the project so that lessons can be learnt and information shared to improve future projects.*

- 14.2 In performing professional services Chartered Practices should promote stronger communities and improve equality, diversity and inclusion in the built environment.

## 3

# Principle 3: Relationships

**Chartered Practices shall respect and seek to uphold the relevant rights and interests of others. Chartered Practices shall treat people with respect and shall strive to be inclusive, ethical, and collaborative in all they do. Chartered Practices shall seek and promote social justice.**

## 1. Copyright

- 1.1 Chartered Practices shall respect applicable laws on copyright and other rights of intellectual property.
- 1.2 Chartered Practices must not copy or appropriate the intellectual property of, nor take advantage of, the ideas of another practice, architect or designer without express authority from the originating practice, architect or designer.
- 1.3 The contribution of others to a Chartered Practice's work shall be appropriately acknowledged.

*GN 1.3: For example, photographs of a project which are shared publicly should clearly state and acknowledge the contribution of any other architect, designer or practice who worked on that project.*

- 1.4 Chartered Practices must not seek to pass off someone else's work as their own.

## 2. Previous appointments

- 2.1 Chartered Practices shall inform the previous appointee before accepting an appointment to continue a project started by someone else, and shall also ascertain from the potential client that:
  - (a) the previous appointment has been properly terminated; and
  - (b) they (the client) hold a licence to use any information, including drawings, specifications, calculations and the like, prepared by the preceding appointee; and

- (c) there are no known outstanding contractual or other matters, which would prevent the Chartered Practice from accepting the appointment.

### GN 2.1:

- (a) *The existence of a dispute or contractual issue does not necessarily prevent the Chartered Practice from taking over the project. Chartered Practices should use reasonable endeavours to understand the facts of the dispute or issue and use their professional judgement or seek independent advice when deciding whether or not to proceed with a project.*
- (b) *If there are any doubts or unresolved issues, the Chartered Practice may wish to seek a suitable indemnity from the client. This may take the form of a written letter from the client to the Chartered Practice, confirming (a), (b) and (c) above.*

- 2.2 When approached by a client to undertake work, Chartered Practices must make reasonable enquiries to establish whether or not any other architect is already involved.
- 2.3 If another architect is involved on an existing project the Chartered Practice must clarify with the client whether their role will be to replace the other architect or to undertake separate work on the same project.
- 2.4 Chartered Practices must, unless there is a justifiable reason not to, inform the other architect in writing that the client has approached them.

### 3. Peers

- 3.1 Chartered Practices must not seek to damage anyone's reputation or practice.
- 3.2 Chartered Practices must not deliberately approach another practice's or architect's client in an attempt to take over an active project.

*GN 3.2: This clause does not prevent speculative approaches to clients, particularly professional clients who regularly engage architects.*

- 3.3 Chartered Practices engaged to review, appraise or comment on an architect's work must do so fairly and objectively, based on their own knowledge and experience.
- 3.4 Chartered Practices who become aware of a probable breach of the Code by another Chartered Practice or Member shall report it to the RIBA Professional Standards team, with such supporting information and evidence as is available.

*GN 3.4: Failure to report a probable breach is only justified when prevented by law or the courts. This includes an agreed settlement which precludes further action. Members must have reasonable grounds for reporting a probable breach.*

### 4. Equality, diversity and inclusion

- 4.1 Chartered Practices shall provide their professional services and conduct their professional activities in a manner that encourages and promotes equality of opportunity and diversity.
- 4.2 Chartered Practices shall not discriminate unlawfully on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, nationality, culture or socio-economic background.
- 4.3 Chartered Practices shall not victimise or harass anyone in the course of their professional activities.
- 4.4 Chartered Practices shall treat all persons fairly, with courtesy and respect and without bias.

- 4.5 Chartered Practices shall treat the beliefs and opinions of other people with respect.
- 4.6 Chartered Practices shall ensure that an appropriate Equality, Diversity and Inclusion Policy is in place and operational.

*GN 4.6: See relevant RIBA guidance and a template in the RIBA Chartered Practice Toolbox.*

- 4.7 Chartered Practices shall comply, where applicable, with the Member Staff Protocol.

*GN 4.7: The Member Staff Protocol is available on [www.architecture.com](http://www.architecture.com) or from the Professional Standards team.*

- 4.8 Chartered Practices shall comply with applicable law pertaining to equality and diversity, including (but not limited to) the Equality Act 2010.

### 5. Modern slavery

- 5.1 Chartered Practices shall comply with all applicable legislation concerning Modern Slavery.

*GN 5.1: Chartered Practices should be familiar with the provisions of the Modern Slavery Act 2015 in the UK, and any subsequent updates. Chartered Practices should be aware of any similar legislation in the jurisdictions in which they practise.*

- 5.2 Chartered Practices should seek to raise awareness of the issues of Modern Slavery in construction.
- 5.3 Chartered Practices shall exercise reasonable skill and care to use supply chains which are free from Modern Slavery.

*GN 5.3: 'Supply chains' include both materials and people. Chartered Practices should be aware of the labour used in the extraction, manufacture and production of materials they use or specify, as well as the direct labour involved in their projects.*

- 5.4 Chartered Practices shall treat their own supply chains fairly.

- 5.5 Chartered Practices shall report abusive labour practices to proper and recognised authorities when they become aware of them in connection with any projects undertaken.

*GN 5.5: The proper and recognised authorities will depend on the specific circumstances, but may include: the police, a regulator, a professional body or the modern slavery helpline - <https://www.modernslaveryhelpline.org/report>.*

## 6. Employment and responsibilities as an employer

- 6.1 Chartered Practices shall provide their employees with a fair, safe and equitable working environment.
- 6.2 Chartered Practices shall provide all their staff with a full written contract of employment.
- 6.3 Chartered Practices shall pay their staff fairly and facilitate and encourage their professional development.

*GN 6.3: Chartered Practices are required to pay all staff, including freelance staff, apprentices and students, at least the Living Wage, as defined by the Living Wage Foundation (<https://www.livingwage.org.uk/>). Chartered Practices should have clear and transparent policies in respect of: (a) salaries and pay grades; and (b) payment for overtime. Chartered Practices should also have regard to guidance concerning the gender pay gap, including here: <https://www.gov.uk/government/organisations/government-equalities-office>.*

- 6.4 Chartered Practices must comply with good employment practice and must operate an Employment Policy which addresses the requirements of the RIBA Chartered Practice Employment Policy Guide.
- 6.5 Members shall have regard for the maximum weekly working hours and the 48 hour working week under the working time directive and should ensure that the hours worked by their employees are reasonable and allow for a healthy work-life balance.

*GN 6.5: <https://www.gov.uk/maximum-weekly-working-hours>.*

- 6.6 Legal employment disputes cannot be resolved through the RIBA's disciplinary procedures. In order to form a judgement on whether a Chartered Practice is guilty of professional misconduct in respect of an employment matter, the RIBA Professional Conduct Panel may first require a decision on the matter from a competent authority, such as an Employment Tribunal.

*GN 6.6: this provision does not prevent a Professional Conduct Panel from considering all employment issues. The Panel may still consider certain issues, such as a potential breach of the RIBA Employment Policy, without the decision of a competent authority. This provision seeks to ensure that legal disputes are decided in the appropriate forum.*

- 6.7 As an employer of an architectural student undertaking professional experience, a Chartered Practice must have regard for the student's general training and education in accordance with the objectives of the RIBA professional experience scheme.
- 6.8 Chartered Practices who employ students must:
- (a) (as with all staff) provide them with a full written contract of employment;

*GN 6.8 (a): See relevant model employment contracts as may be provided by the RIBA for Chartered Practices employing students undertaking practical experience.*

- (b) pay them fairly;

*GN 6.8 (b): See Principle 2, GN 6.3 above.*

- (c) nominate in writing an employment mentor to supervise the professional development of the student and to complete the quarterly RIBA professional experience records in a timely manner;
- (d) provide a reasonable breadth of work experience and level of responsibility in accordance with any relevant and current RIBA guidance; and

- (e) permit reasonable attendance at courses, study days, examinations and work shadowing in accordance with any relevant and current RIBA guidance.

*GN 6.8 (e): Chartered Practices employing a student undertaking practical experience should meet with the student at the beginning of their employment, and regularly thereafter, to discuss and agree arrangements for attending courses, study days, examinations and work shadowing. Different students may have different needs.*

## 7. Competitions

- 7.1 Chartered Practices who are engaged in any form of competition to win work or awards should act fairly and honestly with potential clients and competitors.
- 7.2 Chartered Practices shall only participate in a competition process which they know to be reasonable, transparent, impartial and compliant with any applicable procurement law.
- 7.3 Chartered Practices who find themselves involved in a competition process which breaches paragraph 7.2 above should endeavour to rectify the competition process or withdraw from it.

## 8. Complaints and dispute resolution

- 8.1 Chartered Practices must have written procedures for dealing with disputes or complaints.

*GN 8.1: The Institute recognises that in the course of their work Chartered Practices may occasionally be involved in disputes and complaints. Chartered Practices are expected to have a written procedure, appropriate to the scale and nature of their practice, which handles disputes and complaints promptly.*

- 8.2 Chartered Practices shall provide details of the written complaints procedure with the terms of appointment, or the terms of appointment shall make it clear that the written complaints procedure will be provided on request (see Principle 2, 2.9).

*GN 8.2: The complaints procedure should:*

- (a) be easy for clients to use and understand;
- (b) enable complaints to be dealt with promptly and fairly, with decisions based on a sufficient investigation of the circumstances; and
- (c) not involve any charges to clients for handling their complaints.

*Further information on producing a written complaints procedure can be found on [www.architecture.com](http://www.architecture.com).*

- 8.3 Chartered Practices must handle complaints courteously and promptly at every stage, and as far as practicable in accordance with the following time scales:
  - (a) an acknowledgement within 10 working days from the receipt of a written complaint; and
  - (b) a response addressing the issues raised in the initial letter of complaint within 30 working days from its receipt.
- 8.4 Chartered Practices should encourage alternative methods of dispute resolution, such as mediation or conciliation.

*GN 8.4: If a complaint or dispute cannot be resolved by a Chartered Practice's own procedures, Chartered Practices and clients may make use of the Institute's Alternative Dispute Resolution (ADR) services, which include mediation, adjudication and arbitration. Further information is available on the RIBA website, [www.architecture.com](http://www.architecture.com).*

## 9. Advertising / business names / use of RIBA crest and logo

- 9.1 Chartered Practices must ensure that all marketing and promotional material used to promote their services is:
- legal, decent and truthful;
  - fair to others; and
  - accurate in respect of the level of expertise and resources being offered by the Chartered Practice.
- 9.2 In advertising their services, Chartered Practices must not:
- make misleading statements, through words or images;
  - unfairly discredit competitors, directly or indirectly; or
  - encourage or condone unacceptable behaviour.
- 9.3 In advertising their services, Chartered Practices must comply with all relevant legislation, including the Architects Act 1997.

*GN 9.3: Careful attention should be paid to the use of protected words, titles or descriptions – such as the title ‘architect’ which is governed by the Architects Act 1997.*

- 9.4 Chartered Practices must meet and uphold all membership criteria as set out in the RIBA Chartered Practice declaration.
- 9.5 Chartered Practices must ensure that their business or practice titles accurately reflect the services being provided.

*GN 9.5: It is acceptable to retain historic names as practice names as long as the actual legal ownership of the practice is clear.*

- 9.6 Chartered Practices must abide by current rules on use of the RIBA crest and RIBA Chartered practice logo.

*GN 9.6:*

*The crest:*



*Chartered Practice logo:*

**RIBA**   


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**Chartered Practice**

## 10. Insurance

- 10.1 Chartered Practices must hold suitable insurance to cover any potential liabilities arising from negligence or breach of contract associated with their professional activities.
- 10.2 Chartered Practices must have in place adequate run-off cover when they cease practice, to cover work previously undertaken.

*GN 10.2: Insurance must be held when a claim is made, rather than when an incident occurred. Chartered Practices should therefore acquire a minimum of 6 years' worth of run-off cover and continue to monitor any risk they have of a claim being made against them after this time. Run off cover should be held at the same amount as its highest level in the three years prior to the cessation of practice.*

- 10.3 Chartered Practices must comply with the insurance requirements of any applicable legislation and/or local professional or regulatory body globally.

*GN 10.3 For example, in the UK the ARB requires all practising registered architects to be covered by a professional indemnity insurance policy.*

- 10.4 Chartered Practices must make information about their insurance available to their clients where required to do so by law, but they are not required to disclose the level of any professional indemnity insurance held by them unless:
- (c) their insurer has given consent to disclosure; and/or
  - (d) they are otherwise required to do so by law and/or a local professional or regulatory body.

#### GN 10.4

*For more information see The Provision of Services Regulations 2009: Other information to be made available*

*8 (1) The provider of a service must make the following information available to a recipient of the service:*

- (n) where the provider is subject to a requirement to hold any professional liability insurance or guarantee, information about the insurance or guarantee and in particular*
- (i) the contact details of the insurer or guarantor, and*
- (ii) the territorial coverage of the insurance or guarantee.*

- 10.5 Chartered Practices should inform their insurers of any likely claim as soon as possible.

*GN 10.5: Insurers are likely to have their own stipulations for notifying them of possible or likely claims. Chartered Practices should comply with any stipulated timeframes in their insurance policy.*

## 11. Non-disclosure agreements

- 11.1 Chartered Practices must not use non-disclosure agreements (NDAs) to prevent the reporting of wrongdoing or professional misconduct to the relevant authorities (for example by making improper threats of litigation).

*GN 11.1: NDAs are often used to protect commercial interests. Proper use of NDAs by Chartered Practices is permitted. Chartered Practices should be cautious and seek independent advice if seeking to use an NDA to protect their reputation or the reputation of their practice. NDAs must not be used to prevent the proper reporting of wrongdoing to relevant authorities, such as the police, a regulator or a professional body.*

## 12. Whistleblowing

- 12.1 Chartered Practices shall have in place written internal procedures to enable proper whistleblowing by employees.
- 12.2 Chartered Practices shall take all reasonable steps to protect and support whistleblowers.

*GN 12.2: Employees in Chartered Practices have the right not to suffer detriment or dismissal for 'blowing the whistle' on a matter of public concern or malpractice at the workplace, or on any requirements of RIBA Chartered Practices.*

- 12.3 Chartered Practices should report dangerous situations and suspected wrongdoing to an appropriate person or organisation as soon as possible.

*GN 12.3: An appropriate person may be an employer, a professional body or a prescribed person or organisation: <https://www.gov.uk/whistleblowing/who-to-tell-what-to-expect>. Dangerous situations include situations where employees, colleagues, clients or identifiable third parties are in danger.*

## Definitions

Words will generally be taken to have their ordinary/dictionary meaning. Some additional specific definitions are here by way of additional guidance:

Term	Definition
Affiliate Member	A person who has been elected as a member of the Affiliate Class of membership of the RIBA as set out by the Regulations
Associate Member	A person who has been elected as a member of the Associate Class of membership of the RIBA as set out by the Regulations
Charter and Byelaws	The RIBA 1837 Charter, 1971 Supplemental Charter and Byelaws as amended from time to time
Chartered Architect	The title Chartered Members may use in accordance with the provisions of this Code, the Regulations and the Charter and Byelaws
Chartered Member	An architect who has been elected to the class of Chartered Membership of the RIBA in accordance with the Regulations
Chartered Practice	A formally-established business providing architectural services and comprising one or more Chartered Members which meets the criteria for, and operates in accordance with, the RIBA's Chartered Practice scheme
Code	This Code of Professional Conduct
Competent authority	Any person or organisation that has the legally delegated or invested authority, capacity, or power to perform a designated function
Complaint	A grievance, or a statement that something is unsatisfactory or unacceptable
Confidentiality	The duty to refrain from sharing private or restricted information with others without express consent
Consultant	A person who provides expert advice professionally
Court of competent jurisdiction	A court that has the authority to do a certain act or hear a certain dispute
Direct professional relationship	Relationships with colleagues, clients and third parties in direct relation to professional matters
Due regard	To consciously consider
Educational sector	Parts of the economy that consist of a variety of educational providers, schools, colleges, universities, charities, agencies, businesses that have the purpose or role of providing a form of education to members of the public
Employee	A member of staff, a person employed for wages or salary
Employer	A person or organisation that employs people
Gender pay gap	The average difference between the remuneration of male and female employees



Term	Definition
Governmental authority	The Government of the United Kingdom or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government
Harass	To subject to aggressive pressure or intimidation
Heritage Asset	A building, monument, site, place, area or landscape identified as having a degree of significance meriting consideration in planning decisions, because of its heritage interest
Honorary Fellows	A person who is ineligible for Chartered Membership and is elected as an Honorary Fellow of the RIBA in acknowledgement of their significant contribution to the advancement or practice of architecture or the development of the profession
Inspection Services / inspections	Visual inspections to review the general progress and quality of the works as they relate to the architectural design
Institute	The Royal Institute of British Architects (RIBA)
Law	The system of rules which the United Kingdom, or any country a Member is operating in, recognises as regulating the actions of its members and which it may enforce by the imposition of penalties
Legal disputes	Any action, suit or proceeding between or among parties to an agreement
Legal obligations	Obligations or duties that are enforced by a court of law
Living wage	A wage that is high enough to maintain a normal standard of living
Local community	Residents of the local area
Members	A person who has been elected as a Member of the RIBA (includes Student, Affiliate, Associate, Chartered, Fellow and Retired RIBA members)
Non-Disclosure Agreement	A contract by which one or more parties agree not to disclose confidential information that they have shared with each other
Practical Completion	When the construction work is certified as practically complete under the Building Contract
Practising	Actively engaged in the architectural profession
Private sector	The part of an economy that is not under direct state control, which is run by private individuals or groups
Professional activities / professional services	Activities/services carried out in the course of a Chartered Practice's operation
Professional Conduct Panel	The RIBA's hearing panel which deals with formal complaints brought against an RIBA Member or Chartered Practice
Professional membership body	An organisation comprised of members practising a profession or occupation in which the organisation maintains an oversight of the knowledge, skills, conduct and practice of that profession or occupation.
Proper concern	To consider thoroughly

Term	Definition
Public interest	The welfare or wellbeing of the general public
Public sector	The part of an economy that is controlled by the state, usually comprised of organisations that are owned and operated by the government
Reasonable endeavours/care/steps	To take a reasonable course of action to achieve the objective. Reasonable care is the degree of caution and concern an ordinarily prudent and rational person would use in similar circumstances. It is a standard used to determine a legal duty and whether such duty was fulfilled
Regulations	The RIBA Regulations made by Council under the Institute's Charter and Byelaws, as published from time to time
Regulatory authority/body, Professional regulator	A public authority or government agency responsible for exercising autonomous authority over a particular area in a regulatory or supervisory capacity
RIBA	The Royal Institute of British Architects
RIBA Employment Policy	The Employment Policy as published by RIBA from time to time and available on the RIBA website
RIBA Equal Opportunities Policy	The Equal Opportunities Policy as published by RIBA from time to time and available on the RIBA website
RIBA Professional Experience and Development Record Scheme (PEDR)	An RIBA scheme devised as a means for architectural students to record their professional experience and development in practice, as part of their education and qualification as an architect
RIBA Professional Standards team	The RIBA department which deals with such disputes and complaints as prescribed by RIBA Codes and Policies, and its Charter and Regulations
Sanction	A penalty following disciplinary proceedings (including: private caution, public reprimand, suspension, expulsion)
Significance	When used in the conservation and heritage sector – part of the built environment which is of cultural, historical, architectural, social, spiritual or aesthetic importance
Social use	Contrary to professional purposes; usage in one's private life, for correspondence with friends or family
Staff	An employee
Statement	An expression of something in speech or in writing
Sustainability / Sustainable Development	Comprises environmental, social and economic considerations. Sustainability / sustainable development in architecture addresses the negative environmental, social and economic impacts of buildings
Student Members	A student of architecture who has been elected as a member of the Student Class of membership of the RIBA as set out by the Regulations
Victimise	To selectively treat someone cruelly or unjustly
Whistleblowing	Exposing information or activity within an organisation that is deemed illegal, unethical, or not correct

Royal Institute of British Architects  
66 Portland Place, London W1B 1AD  
Email: [ProfessionalStandards@riba.org](mailto:ProfessionalStandards@riba.org)

RIBA   
[Architecture.com](https://www.architecture.com)