

12 GOLDEN RULES

The importance of having a
written form of appointment



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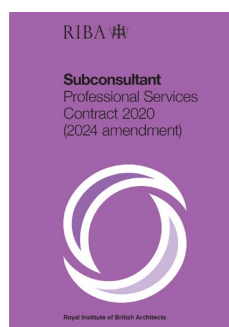
Why do architects need a written form of appointment?

For most practices this is obvious – clear terms are needed to define the parties’ obligations and rights, and hence avoid possible confusion and disputes. They protect the architect’s interests, limit their liability, and from the client’s perspective provide a detailed explanation as to what to expect from their architect, including delineating services that will and will not be included for the fee.

However, despite these common-sense reasons, there is evidence that some architects still operate without any written terms, or with very limited and inadequate ones, and anecdotal evidence shows many architects are reluctant to put ‘formal’ documents before their clients before any work is commenced. A check undertaken by the RIBA Professional Standards team found that, in 2024, 26% of the professional conduct cases raised related to allegations of insufficient or inadequate terms of appointment, therefore highlighting the importance of architect’s having a clear, agreed and recorded letter of appointment in writing before the commencement of any professional services, as set out in the RIBA Code of Professional Conduct.

“The RIBA Professional Services Contracts are more modern, appealing, and easier to use than their predecessors.”

Professor Sarah Lupton, Principal, Lupton Stellakis and chair at Cardiff University.



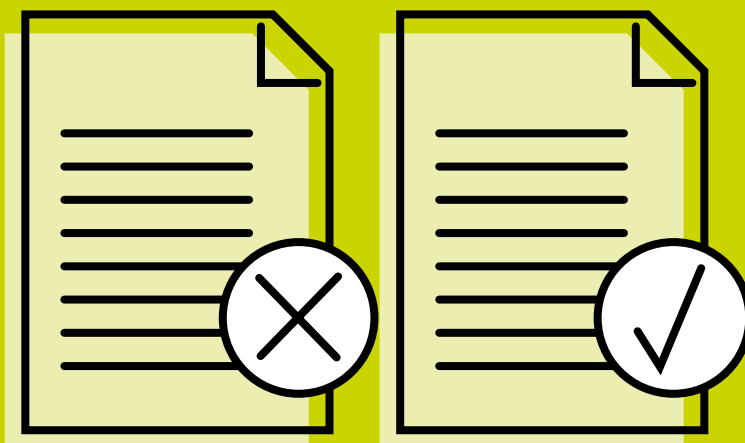
Ensure you always have a written form of appointment

It is imperative to have a written agreement in place before you start work on a project (as required by both The Architect's Code (ARB) and The RIBA Code of Professional Conduct) otherwise you risk allegations and findings of serious professional misconduct. In the event of a complaint, one of the first questions that the ARB and/or RIBA will ask is whether you have a written form of appointment.



Ensure you select the right contract

Ensuring that you have the right contract for the right client and project is essential. The type of contract that you select is based on whether the client is a 'consumer' or 'commercial' client. A 'consumer' client is when the work relates to a client's own home. This is provided that the client is undertaking the project in their own name and not as a limited company or other legal entity or where the property will be let. A contract with a consumer client is subject to the Consumer Rights Act 2015. A 'commercial' client is a business client or public authority. Business clients include charities, religious organisations and not-for-profit bodies.



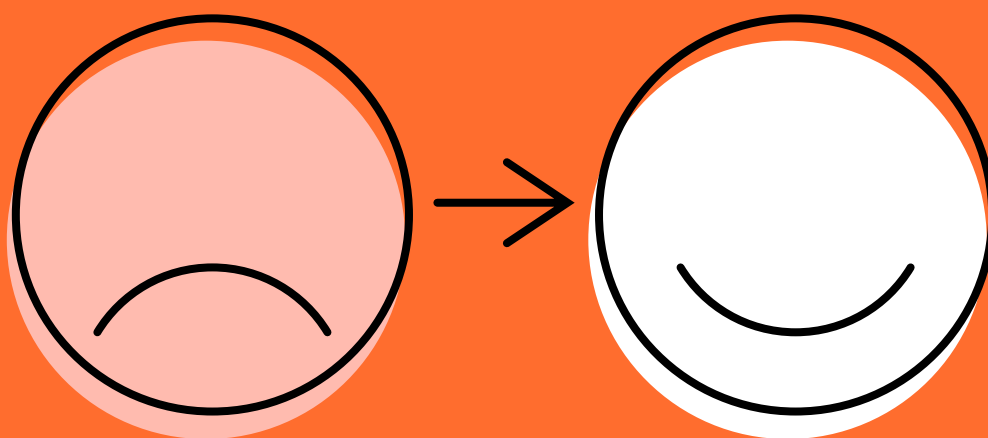
Always clearly explain, negotiate and agree your terms of appointment with your client

All contract terms should be individually explained, negotiated and agreed with the client before you start work, particularly any terms which might be considered unfair or difficult to understand (on payment, liability and dispute resolution) – this is particularly important with consumer clients in order to ensure compliance with consumer protection legislation.



Inform the client of your complaints procedure and the ADR options

Ensure that the client is aware of your internal complaints procedure and understands the alternative dispute resolution options available. If you do encounter problems, always try to talk to the client to resolve the issues first, and consider using mediation, before entering into formal alternative dispute resolution or, as a last resort, litigation.



Make sure your Principal Designer role(s) are appointed correctly.

On projects for domestic clients, as the architect/consultant, you are likely to take the CDM Principal Designer role and Building Regulations Principal Designer role (in England) by default so these roles are included in the RIBA Domestic Professional Services Contract and you can select when completing the services section.

If you are going to undertake services of a CDM and/or Building Regulations principal designer for a commercial client, you must use the separate professional services contracts for these roles - either use the RIBA CDM Principal Designer PSC and/or the RIBA Building Regulations Principal Designer PSC.

You should inform your professional indemnity insurer that you are undertaking either of these roles, if you have not already done so, and declare this as part of your architectural activity when renewing your PII policy, confirming that you have the appropriate PI cover.

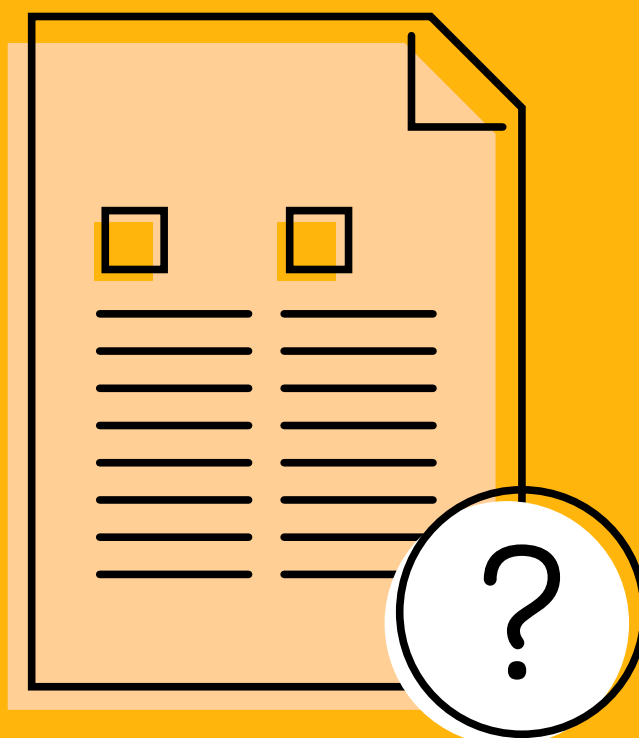
Professional Indemnity Insurance guide

Our PI Insurance guide is the first of its kind to inform the architect or designer of the world of complaints, claims, legal liability and insurance. The guide is exclusive to RIBA Members.



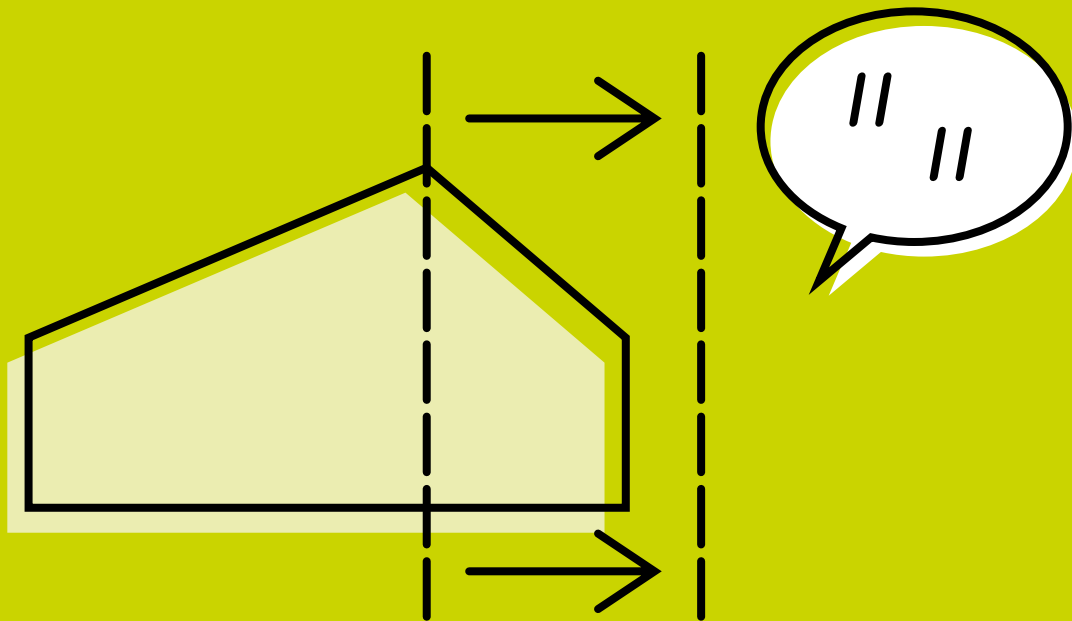
Always check that contract terms do not extend your duties beyond exercising reasonable skill and care

Consult your professional indemnity insurers and seek legal advice on any amendments or bespoke contracts. Look for any conflicting or onerous terms or references, particularly, fitness-for-purpose obligations, which may impose duties beyond your common law obligation to exercise reasonable skill, care and diligence and may not be covered by standard professional indemnity insurance policies.



Keep the client informed

Always keep the client informed – as soon as you become aware – of any material issues or decisions, information or action required that will impact on the brief, cost, programme or quality of the project.



Check the terms and implications of novation

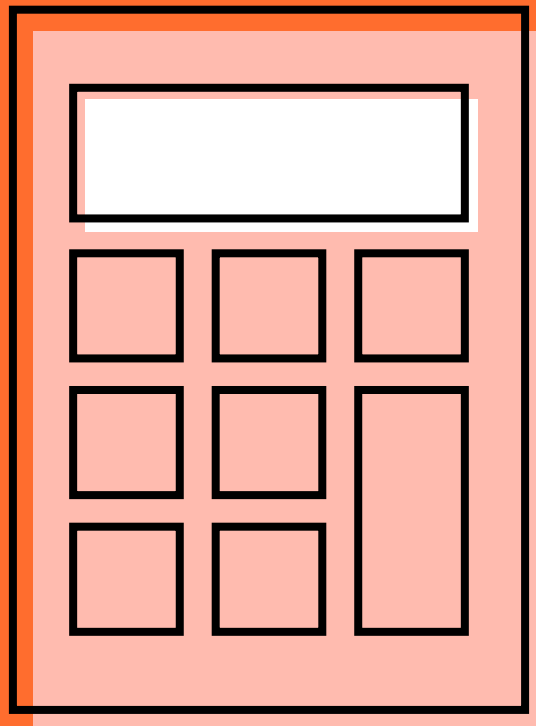
If you agree to novation, or are asked to sign a collateral warranty, it is advisable to seek independent legal or insurance advice on the wording to ensure that you are not taking on onerous terms, particularly when they are bespoke or amended from a standard form.



Clearly set out how your fee has been calculated

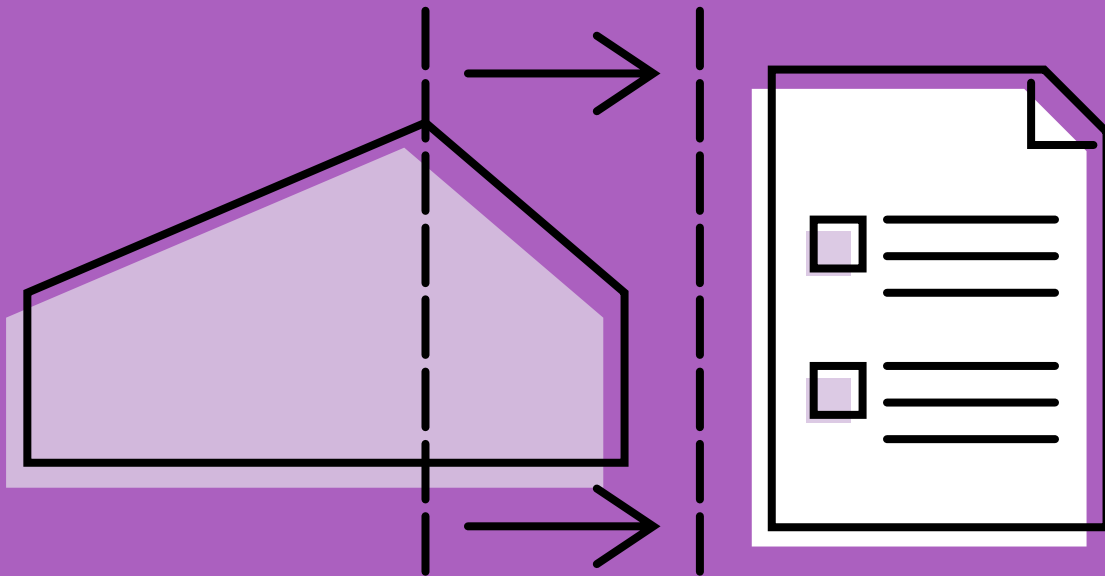
Make it very clear to the client what is included and not included in your fee, and how the fee has been calculated. Specify the frequency or number of meetings and site visits and state what expenses are included.

The **RIBA Fee Calculator** is a digital tool to help RIBA Chartered Practices prepare accurate and resource-based fee calculations.



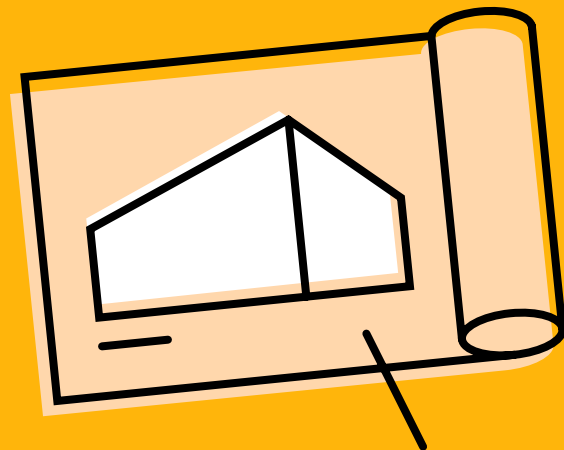
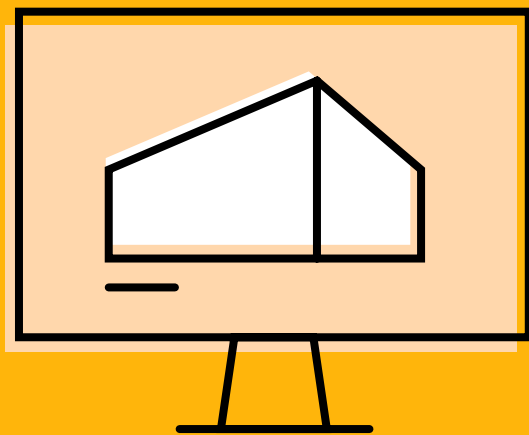
Note any changes in writing

Bring up any adjustments to fees at the point when the scope of the project is changed, keep a record of additional work, reasons for changes and how the project will be affected.



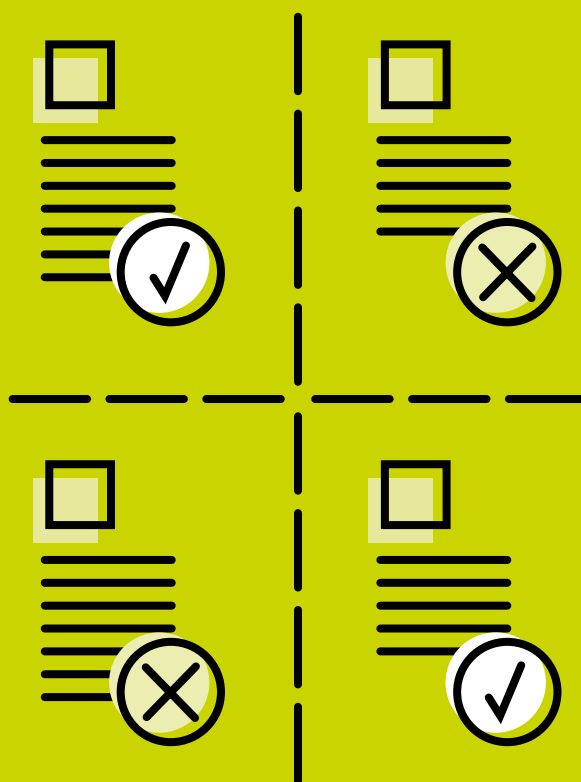
Agree data formats at the outset

Agree the format for the output of all data, drawings and information with the client from the outset to avoid any misunderstandings about the deliverables to be provided. Ensure the design team are working to a common standard that will allow data and information to be shared and transferred easily.



Ensure that the Schedule of Services is accurate

Your schedule of services should accurately reflect the client's requirements and the project brief, state which services are included, and which other appointments might be needed to help you deliver your services, e.g. a cost consultant or structural engineer. You might take this opportunity to point out services which are not included but which could be added at future date.



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RIBA Professional Services Contracts (PSCs)



The RIBA PSCs are clear, concise and easy to understand and can be used across projects of every scale and complexity. You can create, amend and finalise your professional services contract using [RIBA Contracts Digital](#). RIBA Chartered Members receive a £10 discount on each RIBA digital contract purchased.

Easily create, draft and issue professional services and building contracts

Clear and easy to use, [RIBA Contracts Digital](#) is suitable for architects, consultants, clients, contractors, developers – indeed anyone who needs to prepare a professional services or building contract for a project.

- Create digitised versions of your contracts
- Full digital signature and digital witnessing functionality
- Prepare contract addendum forms and administration certificates online

“The relationship between a client and an architect is crucial for the success of the project, and the RIBA PSCs help to start a very clear and transparent relationship between the two parties.”

Square One Architects

“The RIBA PSCs provide a framework for us to work from and define terms that we work against, and make our lives a lot easier.”

Nim Tim Architects

