

RIBA



Explaining an architect's services

**General information on the usual tasks
undertaken by an architect**

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What an architect may do for you...

Introduction

The root cause of disputes and complaints against architects is often an incomplete understanding of the architect's role and responsibilities in design, planning and construction processes. If insufficient information has been provided, incorrect assumptions can be made about the architect's duties in a project. The purpose of this leaflet is to provide brief explanatory notes on the services typically provided by an architect in a building project. Special services or arrangements may be individually negotiated with the architect.

Please note:

Right at the outset of a project with an architect it is important to be aware that if permissions or approvals are required from local authorities the decision is out of the architect's control and cannot be guaranteed. Similarly building products, or the performance and quality of the work of others, cannot be guaranteed by the architect. Projects can over-run due to any number of circumstances over which the architect has no control, not least of which is bad weather.

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Finance and Contracts

1. Architects Fees and Appointments

- i. Information on architects' fees may be found in a leaflet entitled 'Working with an Architect for your home' which you can download from the RIBA web-site at http://www.architecture.com/fileLibrary/pdf/02_Working_revise_v2.pdf, and in an annual report: '*Architects fees: a survey of the fees charged by private architectural practices*', 2007 edition, available from 'The Fees Bureau, a division of Mirza & Nacey Research. There is no fixed fee scale in the UK, so an architect will charge a fee taking into account the requirements of the project, his or her skills, experience, overheads, the resources needed to undertake the work, profit and competition.
- ii. Before the fee can be agreed, both architect and client should establish:
 - the project details and services to be provided
 - the procurement method
 - an approximate construction cost
 - the project timetable.
- iii. The architect should set out the project details clearly, in writing, along with his or her terms and conditions of engagement and the procedures for the calculation and payment of fees and expenses. The architect may use the RIBA's Standard Form of Appointment, http://www.architecture.com/go/Architecture/Using/Contracts_306.html, a bespoke contract or an exchange of letters.

2. Methods of calculating fees include:

- a quoted percentage of the final cost of the building work, or
- a fixed or calculated lump sum or sums, or
- time charges, or
- another agreed basis.

Different methods of calculating fees may be used for different stages in the project but the architect and client should agree to this at the outset.

3. Additional fees

- i. Additional fees are normally payable to the architect if, for reasons beyond his or her control, he or she is involved in extra work or extra expense is incurred.
- ii. For instance, if you
 - repeatedly ask your architect to revise the scheme, or
 - make constant alterations at a late stage in the detailed drawing preparation, or
 - ask your architect to undertake additional work (beyond that which was anticipated and agreed at the outset) -this may include deductions in the scope or substitution of materials/components-,
it is only reasonable that you should pay additional fees, unless you have reached an agreement that such work will be free of charge.
- iii. As the project develops the cost estimates are likely to change and therefore if the fee is a percentage of the construction cost, it will be calculated on the estimated

cost at that particular work stage. The fee for subsequent work stages may be calculated on a different estimated construction cost.

4. **Estimates of building costs**

At the early consultation and ideas stage, it is notoriously difficult to attach an accurate estimation of what the construction costs will be for any but the simplest building projects. Market conditions may change, and in an area of, or at a time of, high demand for good builders, tenders can come back much higher than originally forecast.

5. **Progress**

Architects are expected to keep their clients fully informed of progress with their project, and to alert them straight away to any changes. Where changes to the agreed terms and conditions or service are necessary, the architect should set these out in writing and make sure the client understands and agrees with them.

Statutory Approvals and Contract Administration

6. **Planning permission and Building Regulations approval**

No architect can *guarantee* that planning permission and/or Building Regulations approval will be granted because these decisions rest with the local authority. When engaged to submit an application, the architect should consider any local authority guidelines and statutory requirements so it has the best chance of success.

Sometimes exemptions to guidelines and similar provisions will have to be negotiated to achieve the best design solution for the project. The *client* will generally be responsible for providing the architect with accurate information about site boundaries, access and ownership rights.

7. **Planning permission – for the design:**

- i. Unless a project falls within the scope of **Permitted Development** (applicable to certain minor types of building work like small conservatories, for instance), all building projects must have planning approval.
- ii. The **Department for Communities and Local Government** has an information booklet, '[Planning: A Guide for Householders](http://www.communities.gov.uk/index.asp?id=1144635)', which you can download from <http://www.communities.gov.uk/index.asp?id=1144635>
- iii. Planning permission is the responsibility of the local authority planning department which is concerned with the visual appearance of the proposed work, its height and size and whether it is sympathetic to its location, whether it will overlook neighbouring properties, its distance from the road, and whether it conforms to the local plan. The local authority will often specify that it requires sections and elevations at a scale of 1:100. At such a scale, the amount of detail possible on a drawing is constrained. Some authorities allow for minor modifications to the design after it has been approved, others require the entire application to be re-submitted. Therefore it is unwise to change the design once planning permission has been granted.

8. Building Regulations Approval – permission to build

- i. This is the responsibility of the local authority building control department which deals with the Building Regulations www.direct.gov.uk/HomeAndCommunity/Planning/BuildingRegulations/fs/en . Detailed drawings including itemised notes and specifications on *how* the building is to be built are required. These drawings must identify the materials to be used and detail the construction's compliance with all relevant Building Regulations and any other statutory requirements (health and safety, disabled access etc.). Therefore, Building Regulations drawings are generally far more detailed than the drawings and design information required for planning approval. The Building Control Officer (BCO) will visit the site at key stages in the construction for inspections to ensure compliance with the Building Regulations. If the BCO has not been present to witness the constructions of, for instance, the foundations, he or she has the power to order anything constructed over them to be opened up so that the inspection can be carried out.
- ii. *Every project* for which permission is required will need approvals from both departments, and application fees must be paid to the local authority for both planning and Building Regulations. The client usually pays these directly to the local authority, and not as part of the architect's expenses.

9. Building Contract administration

- i. A contract is a vital document as it is a legally-binding commitment between the builder and the client to deliver the project. The architect administers this contract impartially between both parties (client and contractor), although the architect's fees are generally paid by the client. The architect will then be responsible for ensuring that the contract documentation is appropriate (there are many different types of contract) and accurate and all items under the contract, such as variations and certificates, are properly signed and issued. He or she will carry out periodic site visits to monitor progress. The architect will make a professional judgment regarding the required frequency of these visits, unless an alternative programme of visits has been agreed with the client.
- ii. The day-to-day supervision of the build itself will be the responsibility of the contractor, who is also responsible for ensuring that the structure is built in compliance with the building contract, the planning permission, Building Regulations and Health and Safety requirements.
- iii. As a party to the contract, a consumer client (usually an individual carrying out a personal project) has rights under the **Unfair Terms in Consumer Contracts Regulations 1999** (Statutory Instrument 1999 No. 2083) which may be found at http://www.opsi.gov.uk/si/si1999/uksi_19992083_en.pdf As consumers, clients will in any case have protection under general consumer legislation.

10. Monitoring Construction

- i. An architect engaged to monitor construction of the project (which should not be confused with contract administration) will be responsible for checking that the construction conforms to the planning permission and Building Regulations and all stages are properly completed to a satisfactory standard of workmanship. This will involve periodic site visits to monitor progress (visually), but will not normally

involve the architect in detailed checking of dimensions or testing materials. The contractor, on site, will supervise the work on a day-to-day basis and be responsible for the proper carrying out and completion of construction works and for health and safety provisions on the site.

- ii. Some architects will offer more detailed inspection services for an additional fee.
- iii. If the architect is neither administering the contract, nor monitoring the construction, he or she may undertake site visits at the client's request, in order to advise on progress. In this role of project adviser, it is understood that the architect will be acting for the client, and *not* in the neutral, impartial role required of a contract administrator or construction overseer.

11. Time Over-runs

The architect is *not* responsible for managing the builder's programme of works, nor for organising the work on site – responsibility rests with the builder/contractor, including the responsibility to notify expected problems. The architect is however in a position to advise the client on the circumstances and if those are reasonable may, on the client's behalf and if acting as contract administrator, award extensions of time. Such work which is beyond the architect's control may result in additional fees.

12. Other Consultants

The architect is not responsible for the work undertaken by any other consultant (such as a structural engineer) engaged on the project. Other consultants will usually be engaged directly by the client and fees should be paid directly to them. It is possible to engage an architect to provide all consultancy services. In this arrangement the other consultants are sub-consultants of the architect and responsible to him or her rather than the client direct. They are paid by the architect whose fees will reflect this.

Architects certificates

NB. **Architects Certificates are not warranties or guarantees.**

There are different types of certificate, the most common of which are:

13. Certificates issued under a building contract

- i. If the architect is administering the contract he or she will issue a certificate at various stages in the construction, which will normally trigger client payments to the contractor. Typically these are:
 - ii. **Interim Certificates** which confirm that work has been carried out to the architect's satisfaction, as determined by visual inspection (see section 10 (Monitoring Construction) above). These certificates will be used as authorisation for the next tranche of payment for the works (and will sometimes identify an amount of retention from the full amount).

- iii. **Practical Completion Certificate** transfers possession of the building to the client, and the **Making Good Defects Certificate** trigger the release of the retention.
- iv. The **Final Completion Certificate** will only be issued when the architect is satisfied that there has been full compliance with the contract.
- v. However, few small-scale domestic projects will use the type of building contracts which require all of the above certification.
- vi. **Architect's Independence**
In issuing certificates under a building contract the Architect must remain independent and impartial and so will not always be able to comply with a client's wishes if those wishes conflict with the architect's professional judgement.

14. **Professional Consultants Certificate**

These certificates are often independent of appointment/building contracts and are sometimes required by mortgage companies and other lenders that are members of the Council of Mortgage Lenders <http://live.cml.netextra.net/cml/handbook/faqs>. These are generally used for new residential projects where the builder is not providing an NHBC www.nhbc.co.uk/ or other warranty. If not a part of the initial commission, but asked for later in the project, an additional fee will be required for the provision of these certificates.

Other Matters

15. **Copyright**

Unless an alternative agreement has been made, the architect owns the copyright in the drawings and documentation produced in the course of the project. The client will usually have a licence to copy and use them *only* for purposes related to the project. If stage payments have been made to the architect, and the stage involving the planning submission has been completed and paid for, then the client has the right to use the relevant drawings for the purpose for which they were prepared (i.e. the planning application), regardless of any subsequent dispute which results in the withholding of fees owed for any following project stages.

16. **Reasonable skill and care**

Architects are expected to exercise reasonable skill and care when carrying out their work. This means that they should be suitably qualified, have adequate resources to meet the project's requirements and the necessary proficiency to fulfil their instructions satisfactorily. They should ensure they are informed and up-to-date with guidelines and statutory requirements relating to the project. A failure to exercise reasonable skill and care is not necessarily an indication of either professional misconduct or incompetence.

17. **Requirements under the law**

RIBA Members are expected to conduct their practice of architecture in accordance with all relevant legal requirements (such as business, tax, discrimination, disability and employment law), without it being necessary to mention specific legislation in either the Code or guidance notes. A breach of the law, as evidenced by a finding by a recognised court or tribunal, may be considered as evidence against a member, should a complaint about his or her professional conduct be made.