



ARCHITECTS' COUNCIL OF EUROPE
CONSEIL DES ARCHITECTES D'EUROPE

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ARCHITECTS' COUNCIL OF EUROPE (ACE) CONSEIL DES ARCHITECTES D'EUROPE (CAE)

EUROPEAN DEONTOLOGICAL CODE

For
PROVIDERS OF ARCHITECTURAL SERVICES

CODE DEONTOLOGIQUE EUROPEENNE

Pour
PRESTATEURS DES SERVICES D'ARCHITECTURE

Revision of April 2016
European Deontological Code
For

Providers of Architectural Services

This Deontological Code has been developed by the ACE in the context of the Directive on Services in the Internal Market¹ (2006/123/EC) hereinafter referred to as the "SIM Directive". It will not be legally binding unless it is made binding either by European Union or National legislation or by contract between a provider of architectural services and a client or other user or otherwise as a matter of public or private law. As the circumstances in which it may be binding will vary widely, the Architects Council for Europe does not accept responsibility and is not liable for any use that is made of this Code as a matter of private law.

General Principles

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

- Professional providers of architectural services within the European Union must be dedicated to the highest standards of independence, impartiality, integrity, competence and professionalism, and to

¹ Specifically in relation to the Article 37 (1) that reads: "Member States shall, in cooperation with the Commission, take accompanying measures to encourage the drawing up at Community level, particularly by professional bodies, organisations and associations, of codes of conduct aimed at facilitating the provision of services or the establishment of a provider in another Member State, in conformity with Community law."



ARCHITECTS' COUNCIL OF EUROPE CONSEIL DES ARCHITECTES D'EUROPE

the highest possible quality of their design, technical and service output

- Professional providers of architectural services must bring to society special and unique knowledge, professional skills, and aptitudes essential to the development of the built environment and to those societies and cultures in which such development takes place.

Introduction

The following are the deontological Principles and Applications for the conduct of providers of architectural services within the European Union in the context of the SIM Directive (2006/123/EC) in fulfilling their obligations when undertaking architectural services in a country other than their country of establishment.

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

Not every shortcoming on the part of a provider of architectural services, or failure to comply with the Principles and Applications of this Code will necessarily justify a complaint or disciplinary proceedings. However, a failure to follow the guidance indicated in this Code will be a factor that will be taken into account should it be necessary to examine the conduct or competence of a provider of architectural services.



Principle 1

General Obligations - Integrity, competency and professionalism

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

All providers of architectural services shall possess a systematic body of knowledge and theory of the arts, science, and business of architecture developed through education, examination, training, continuing professional development and experience. This process must assure the public that, when a provider of architectural services is appointed to perform professional services, that provider has met the required standards. All providers of cross-border services must be qualified and recognised in accordance with any relevant provisions arising from the law of the relevant Member State and the EU, including EU Professional Qualifications (Directive 2005/36/EC). The Policy of the Architects' Council of Europe is that these standards must be founded on a minimum period of five years' full-time architectural education at university level (or equivalent), supplemented by a minimum of two years' full time (or equivalent) professional practice experience so as to enable the provider properly to perform all architectural services expected of a provider on entry to the architectural profession.

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

Applications

1.1 All providers of architectural services shall ensure that they continually maintain and develop their professional knowledge and skill in all areas relevant to their practices. (Reference: Article 22(b)² and Recital 39³ of the Qualifications Directive, 2005/36/EC).

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

1.3 All providers of architectural services shall ensure that they have appropriate and effective internal procedures, including monitoring and review procedures, and sufficient qualified and supervisory staff such as to enable them to discharge their obligations fully, efficiently and on time. (Reference: Article 26(1)⁴ of the SIM Directive – 2006/123/EC).

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

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

² Article 22(b) reads: "Member States shall, in accordance with the procedures specific to each Member State, ensure, by encouraging continuous professional development, that professionals whose professional qualification is covered by Chapter III of this Title are able to update their knowledge, skills and competences in order to maintain a safe and effective practice and keep abreast of professional developments."

³ Recital 39 reads: "In view of the speed of technological change and scientific progress, life-long learning is of particular importance for a large number of professions. In this context, it is for the Member States to adopt the detailed arrangements under which, through suitable on-going training, professionals will keep abreast of technical and scientific progress."

⁴ Article 26(1) reads: "Member States shall, in cooperation with the Commission, take accompanying measures to encourage providers to take action on a voluntary basis in order to ensure the quality of service provision, in particular through use of one of the following methods:

(a) certification or assessment of their activities by independent or accredited bodies;

(b) by drawing up their own quality charter or participating in quality charters or labels drawn up by professional bodies at Community level."



professional principles.

1.6 No provider of architectural services shall propose a fee unless they have sufficient information on the nature and the scope of the project to enable a fee proposal to be prepared that will adequately cover the work or value of the services provided. Any fee proposal shall be based on one or more of the following elements (reference: Article 22(3)⁵ of the SIM Directive), if permitted by law:

- a method of charging imposed by national law
- an independent schedule of historic fee data
- a person hour resources scale
- on an hourly time charge inclusive of overhead and salary levels and an appropriate margin for profit and risk
- on the basis of a lump sum quotation or estimate that is based on the person hours and other resources required together with overhead and salary levels and an appropriate margin for profit and risk that will, at least, also enable a proper level of reinvestment in training and equipment.

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

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

Principle 2 Obligations in the Public Interest

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

Applications

2.1 All providers of architectural services must respect and help to conserve and develop the environment and the system of values and the natural and cultural heritage of the community in which they are creating architecture. They shall strive not only to improve the environment through the highest quality of design but also to improve the quality of the life and the habitat within such a community in a sustainable manner particularly considering the efficient use of resources. This includes energy usage, water conservation, waste reduction and reducing carbon emissions in the context of world climate change, being fully mindful of the effect of their work on the widest interests of all those who may reasonably be expected to use or enjoy the product of their work.

2.2 No provider of architectural services shall either communicate or promote or represent themselves or their professional services in a false or deceptive manner; nor shall they allow others to do so,

⁵ Article 22(3) reads: "Member States shall ensure that, at the recipient's request, providers supply the following additional information:

- (a) where the price is not pre-determined by the provider for a given type of service, the price of the service or, if an exact price cannot be given, the method for calculating the price so that it can be checked by the recipient, or sufficiently detailed estimate;
- (b) as regards the regulated professions, a reference to the professional rules applicable in the Member State of establishment and how to access them;
- (c) information on their multi-disciplinary activities and partnerships which are directly linked to the service in question and on the measures taken to avoid conflicts of interest. That information shall be included in any information document in which providers give a detailed description of their services;
- (d) any codes of conduct to which the provider is subject and the address at which these codes may be consulted by electronic means, specifying the language version available;
- (e) where a provider is subject to a code of conduct, or member of a trade association or professional body which provides for recourse to a non-judicial means of dispute resolution, information in this respect. The provider shall specify how to access detailed information on the characteristics of, and conditions for, the use of non-judicial means of dispute settlement.



whether or not acting on their behalf. (Reference: Article 24(2)⁶ of the SIM Directive – 2006/123/EC).
2.3 All providers of architectural services shall at all times avoid acting in a matter or finding themselves in a situation which is incompatible with their professional obligations or which is likely to raise doubt about their independence, impartiality or integrity. (Reference: Article 25(2)⁷ of the SIM Directive – 2006/123/EC).

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

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

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

Principle 3 Obligations to the Client

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

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

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

3.2 All providers of architectural services shall only undertake professional work where they can demonstrate that they possess adequate knowledge and abilities (as required by the text of the Qualifications Directive 2005/36/EC) and also, if so required, that the fee agreed for a specific service provides or will provide adequate financial and technical resources in order to fulfil their commitments to their clients.

This obligation shall not be affected by the engagement of consultants whether by or on behalf of the provider, a client or any actual or prospective user. Any consultant engaged by the provider shall be

⁶ Article 24(2) reads: "Member States shall ensure that commercial communications by the regulated professions comply with professional rules, in conformity with Community law, which relate, in particular, to the independence, dignity and integrity of the profession, as well as to professional secrecy, in a manner consistent with the specific nature of each profession. *Professional rules on commercial communications must be non-discriminatory, justified by an overriding reason relating to the public interest and proportionate.*

⁷ Article 25(2) reads: "Where multidisciplinary activities *between service providers referred to in points (a) and (b) of paragraph 1* are authorised, Member States shall ensure the following:
(a) that conflicts of interest and incompatibilities between certain activities are prevented;
(b) that the independence and impartiality required for certain activities is secured;
(c) that the rules governing professional ethics and conduct for different activities are compatible with one another, especially as regards matters of professional secrecy.



qualified by education, training, or experience in the specific areas involved.

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

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

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

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

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

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

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

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

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

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

3.12 All providers of architectural services shall carry at all times professional indemnity insurance sufficient in amount and duration for the provider's potential liabilities in law to any person having regard to the scale of the projects and to the work and services undertaken by them. (Reference: Article 23(1)⁸ of the SIM Directive – 2006/123/EC).

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

⁸ Article 23(1) reads: "Member States *may* ensure that providers whose services present a *direct and* particular risk to the health or safety of the recipient *or a third person*, or to the financial *security* of the recipient, subscribe to professional *liability* insurance appropriate to the nature and extent of the risk, or to provide a guarantee or similar arrangement which is equivalent or essentially comparable as regards its purpose.



manner and in writing. (Reference: Article 27(1)⁹ of the SIM Directive – 2006/123/EC)

3.14 All providers of architectural services shall make clients aware of the dispute resolution procedures available (whether or not provided in the provider's contract of employment): conciliation, mediation, arbitration or any other alternative to resolution by a competent court. (Reference: Article 27(1)¹⁰ of the SIM Directive – 2006/123/EC).

Principle 4

Obligations in the Interests of the Profession

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

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

Applications

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

4.2 Providers of architectural services shall not either take as a partner or shall act as a co-director with an unsuitable person, such as a person who has a criminal conviction which affects the reputation of that provider or of providers of architectural services in general or is an undischarged bankrupt or whose name has been removed from any professional register otherwise than at his own request or a person disqualified from membership of a recognised organisation representing architects and/or other providers of architectural services. (Reference: Article 33(1)¹¹ of the SIM Directive – 2006/123/EC).

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

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

4.5 All providers of architectural services shall ensure the fair and appropriate payment of their staff, including all graduates and students fulfilling their professional practice experience.

⁹ Article 27(1) reads: "Member States shall take the general measures necessary to ensure that providers supply contact details, in particular a postal address, fax number or e-mail address and telephone number to which all recipients, including those resident in another Member state, can send a complaint or a request for information about the service provided. Providers shall supply their legal address if this is not their usual address for correspondence.

Member States shall take the general measures necessary to ensure that providers respond to the complaints referred to in paragraph 1 in the shortest possible time and make best efforts to find **satisfactory** solutions.

¹⁰ Idem

¹¹ Article 33(1) reads: "Member States shall, at the request of a competent authority in another Member State, supply information, in conformity with their national law, on disciplinary or administrative actions or criminal sanctions and decisions concerning insolvency or bankruptcy involving fraud, taken by their competent authorities in respect of the provider, directly relevant to the service provider's competence or professional reliability. The Member State which supplies the information shall inform the service provider thereof.



ARCHITECTS' COUNCIL OF EUROPE CONSEIL DES ARCHITECTES D'EUROPE

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

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

4.8 No provider of architectural services should participate in either a design competition or submit a competitive tender or proposal where either evaluation of the quality of the work or services to be provided or an evaluation of the professional quality of the prospective provider is not a dominant criterion in the context of Article 1(1)¹² of the SIM Directive – 2006/123/EC.

4.9 No provider of architectural services should participate in either a design competition or submit a competitive tender or proposal if any fee proposed in confidence will be revealed to other competitors prior to the selection of either the project or the provider of architectural services.

4.10 No provider of architectural services shall when appointed as an assessor of a competition subsequently act in any other capacity that would create a known conflict of interest with any outcome of such a competition.

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

4.12 All providers of architectural services, if approached to undertake a project or other professional work upon which the provider knows or can ascertain by reasonable inquiry that another provider of architectural services has an existing contract with the same client or actual or prospective user for the same project or for work or services in connection with that project, shall notify the other provider.

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

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

4.15 A representative of a provider of architectural services may not sign an application for a building permit, an application for planning consent, an application for building regulation approval or any other relevant statutory application unless the signatory is the designer or has adequately supervised or checked the design

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

END

¹² The relevant part of Article 1(1) reads: "This Directive establishes general provisions facilitating the exercise of the freedom of establishment for service providers and the free movement of services, while maintaining a high quality of services."