

The Conditions of Engagement wording is provided free of charge to assist members to adhere to the Institute's Professional Code of Conduct and in their practice administration. Neither CIAT nor its members accept any liability or responsibility for the use, amendment or misuse of the Conditions of Engagement.

Architectural Technology — an introduction

Chartered Architectural Technologists practise the science of architecture and are specialists in building design and construction, concerned primarily with the sound technical performance of buildings.

The Chartered Institute of Architectural Technologists (CIAT) ¹ is internationally recognised as the qualifying body for Chartered Architectural Technologists, by creating a standard of competence for corporate membership. Its main concerns are the status, education, practical competence and continuing professional development of its members.

Members with the designation MCIAT are fully qualified to initiate and complete a project from conception through to final certification, and their qualification is accepted widely by banks, building societies and other organisations as being acceptable for the design, administration and certification of buildings.

The period of education, training and monitored professional practice leading to the qualification MCIAT covers academic study (normally a degree in architectural technology or HNC/D in building studies ²), completion of the CIAT Professional and Occupational Performance (POP) Record (demonstrating their competence against the Chartered Architectural Technologist Performance Standards), and a final assessment by the Professional Practice interview conducted by the Chartered Institute of Architectural Technologists. In addition, all practising members are obliged to undertake a minimum of 35 hours of personal continuing professional development every year.

The range of skills possessed by the qualified Chartered Architectural Technologist has encouraged a growing number to set up their own practices. A quarter of CIAT's membership now practise privately, or are running businesses either as partners or co-directors with architects and other professionals, undertaking a variety of work including domestic, commercial and industrial projects.

These Conditions of Engagement have therefore been produced to clarify the duties and obligations of both Members and their clients. They replace those published by the Institute in 2004. All previous versions are obsolete and should not be used.

Where the Member is based in England or Wales these Conditions will be governed by and construed in accordance with the law of England. Where the Member is based in Scotland ³, Northern Ireland or the Republic of Ireland, the governing law shall prevail.

Use of the Conditions are at the discretion of the Member and/or the client. In the event of there being any conflict or inconsistency between the Member and the client, these Conditions shall prevail, unless the parties expressly agree to the contrary in writing.

Conditions of engagement

1. General

- 1.1 The Member ⁴ shall agree with the client ⁵ the terms upon which service is to be provided, at the time of agreeing to accept the commission and to provide services. Where it is not possible, initially, to determine the full extent of the scope of the services, it shall be so determined at the earliest opportunity thereafter. The agreement for services shall incorporate the following provisions (unless in specific circumstances, the nature of the commission clearly renders them inappropriate), and is the basis of the contract between the parties.
- 1.2 The agreement shall be in writing.
- 1.3 This document does not purport to include all the provisions of a contract.

2. Client's Authority

- 2.1 A Member shall obtain the client's authority before proceeding with any service or part thereof and having received that authority, shall be deemed to have express permission to give as agent for the client, all instructions necessary for the proper performance of that service.

3. Responsibility of the Client

3.1 It is for the client, on advice, to appoint consultants, specialist contractors or subcontractors and suppliers, and ensure they are indemnified. The Member is not responsible for the quality of the work and performance of these consultants, specialist contractors or subcontractors and suppliers, or payment of their fees unless otherwise agreed in writing.

4. Responsibility of the Member

4.1 The Member shall inform the client of the methods available for obtaining the current estimated cost of the work and the timetable necessary for the implementation of the project.

4.2 Where it is considered that other consultants, specialist contractors or sub-contractors are required to undertake part of the design work, the Member shall advise the client of the need, and the client shall appoint such consultants, specialist contractors or sub-contractors whose fees will be separate from, and additional to, those charged by the Member.

4.3 The Member shall co-ordinate the design work of the other consultants, specialist contractors or sub-contractors and integrate it into the overall design for which he is responsible. However the Member shall not be responsible for the performance of such persons.

4.4 The Member, if specifically appointed, shall make such periodic inspections of the construction works as he considers necessary to satisfy himself that the building contractor ⁶ is complying in a reasonable manner with the requirements of the building contract documents.⁷

4.5 The Member shall not be responsible for the performance of a building contractor, or for the failure of a building contractor, to complete the building work in accordance with the contract entered into between the client and building contractor.

4.6 No guarantee will be given by the Member that the works will receive the necessary statutory approvals.

5. Remuneration

5.1 The amount, method and due dates and final dates for payment of the Member's remuneration shall be mutually agreed between the Member and the Client at the outset. Fees and expenses⁸ shall be paid by the client on submission of an invoice.

5.2 Invoices shall be paid in full by the due date, and if not, the client shall also pay the Member interest at the statutory rate payable on High Court Judgements under the Judgement Act⁹

5.3 All fees required to be paid to statutory bodies will be paid by the client.

5.4 Additional fees will be charged at an agreed rate, on a time basis where extra work and/or expense is caused by reasons beyond the control of the Member. These rates to be agreed at the outset in writing.

5.5 Payment should be made within 28 days of the date of the invoice unless otherwise agreed in writing (relevant to the payment provisions). The payment provisions set out in the Scheme for Construction Contracts shall apply unless otherwise agreed in writing.

6. Assignment ¹⁰

6.1 Neither the Member nor client shall assign the whole or any part of his duties without the other's prior written agreement.

7. Copyright

7.1 The copyright in all designs, drawings, reports, models, specifications, bills of quantities, calculations and any such other documents prepared by the Member ('the Documents') shall remain vested in the Member unless otherwise agreed, in writing. However, subject to the Member having received payment of any fees properly due and owing, the Member grants a licence to the client to copy and use the Documents for the agreed project only (but excluding any extension of the project) so as to allow for the efficient execution of the works. The Member shall not be liable for any use of the Documents for any purpose other than that for which the same were prepared by the Member.

8. Termination or Postponement

8.1 An agreement between a Member and a client may be postponed or terminated by either party on 14 days' written notice or as agreed only in the event of specific circumstances, ie, material breach

or failure to comply with obligations under the agreement which are not remedied within a particular period and insolvency, bankruptcy etc of either party. In the event of such circumstances the Member shall be entitled to remuneration in accordance with the agreement, for the services provided with due authority to the date of determination

9. Disputes ¹¹

9.1 All unresolved disputes or differences under or arising out of the agreement entered into between a Member and a client may be referred to either:

- a) small claims or county court if the recovery of fees is an issue;
- b) a single arbitrator in accordance with the Arbitration Acts, or any statutory modification or re-enactment thereof for the time being in force;
- c) in the instance of non-residential projects, and residential projects where agreed in writing by both parties, an adjudicator under the Housing Grants, Construction and Regeneration Act 1996; or
- d) The Chartered Institute of Architectural Technologists' Dispute Resolution Scheme, which offers mediation and/or arbitration; and is run independently by the Chartered Institute of Arbitrators.

Any query relating to this document should be addressed in writing, to the Chief Executive, CIAT, 397 City Road, London EC1V 1NH. Email. info@ciat.org.uk

References

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1. Originally founded in 1965 as the Society of Architectural and Associated Technicians (SAAT), it has since changed its title to reflect the expertise of its members more accurately. The Institute was Granted Royal Charter in July 2005

2. Other qualifications are also accepted. For a full list, contact the Education Department, CIAT 397 City Road, London EC1V 1NH

3. The law relating to the execution of documents in Scotland differs from that of England. Broadly, a document of this nature would not need to be self proving (broadly equivalent to an English deed). Thus, the most formal methods of execution need not be used. It is, however, advisable to do so to avoid any doubt or potential problems, for instance, as to when a deed was signed, or who signed it. For individuals, it would be best if their signature on the last page of the document (excluding any annexations) was witnessed by one independent adult witness. For companies, any two directors, one director and the company secretary, or two authorised signatories could sign, or alternatively, any one of these officials could sign in the presence of a witness. Subscription by one of these officials without a witness would still be valid but not render the document self proving. It would also be preferable to have any annexations signed on the final page thereof, although this is not now essential. Care must be taken to ensure that the annexations are clearly identified as those which relate to the agreement in question, (eg 'this is the Schedule referred to in the foregoing Agreement') as a means of identification.

4. Reference to a Member in this document shall mean a Member of either gender.

5. Client shall include any person or body who commissions services from a Member.

6. Building contractor in this document shall include all contractors engaged by the client to construct the works in whole or part and shall include selected suppliers of products and components.

7. It is for the Member and client to agree those services not in the Member's normal responsibilities.

8. Expenses may include, for example, the cost of printing, reproduction or purchase of all documents, drawings, maps, models, photographs etc; hotel and travelling expenses; the cost of postage, telephone, facsimile etc as necessary.

9. Judgement Act will be taken to mean Courts Act when used in the Republic of Ireland. In Scotland, specific interest should be referred to at (or a percentage above) the base lending rate of any major clearing bank.

10. Assignment will be taken to mean assignation when used in Scotland.

11. Where the agreement between the parties is governed by and construed in accordance with the law of Scotland, and arbitration is the chosen method to resolve the dispute, unresolved disputes or differences under or arising out of such agreement shall be referred to an arbiter appointed by agreement of the parties or, failing agreement, to an arbiter appointed, on the application of either party, by the President for the time being of the Law Society of Scotland. The decision of such arbiter on the merits of any dispute and on the question of costs shall be final and binding on the parties and the provision of Section 3 of the Administration of Justice (Scotland) Act 1972 shall not apply to any reference to arbitration hereunder. For non-residential projects, adjudication may also be an option for dispute resolution (The Housing Grants, Construction and Regeneration Act 2003)

Chartered Institute of Architectural Technologists
397 City Road, London, EC1V 1NH
T. +44(0)20 7278 2206
F. +44(0)20 7837 3194
E. info@ciat.org.uk
www.ciat.org.uk