

Schedule 1—Victorian Architects Code of Professional Conduct

Regulation 6

Introductory note

This Schedule sets out the standards of professional conduct and practice for architects prescribed under section 69(1)(m) of the Act.

The Victorian Architects Code of Professional Conduct (the Code) applies to all architects registered by the Board.

A failure to comply with the Code may constitute unprofessional conduct for the purposes of the Act and be grounds for disciplinary action under Part 4 of the Act.

The Code should be read in conjunction with the Act and these Regulations. A contravention of the Code may also be an offence under the Act. Conduct that does not contravene the Code may also be grounds for disciplinary action under section 32 of the Act.

Part 1—Preliminary

1 Objects of the Code

The objects of this Code are—

- (a) to establish core principles and rules of conduct to assist architects to act professionally and ethically; and
- (b) to specify obligations imposed on architects when carrying out work as an architect; and
- (c) to outline the minimum standards of professional conduct and practice that architects must meet when carrying out work as an architect; and
- (d) to provide guidance to clients and prospective clients of architects about the standard of architectural services they are entitled to expect under a client agreement; and
- (e) to promote the quality and safety of Victoria's environment and infrastructure.

Part 2—The Code

Division 1—General practice standards

2 Act in accordance with the law

- (1) An architect must comply with all applicable Victorian and Commonwealth laws.
- (2) An architect must withdraw from carrying out work as an architect if the architect reasonably believes that in carrying out that work, the architect may contravene the Act, the Regulations or this Code.
- (3) A person or body must not—
 - (a) represent a person as an architect unless that person is registered as an architect under the Act; or
 - (b) represent an unincorporated body as an architect unless that unincorporated body is an approved partnership under the Act; or
 - (c) represent a body corporate to be an architect unless that body corporate is an approved company under the Act; or
 - (d) carry out work as an architect unless covered by the required insurance; or
 - (e) represent themselves as covered by the required insurance or allow themselves to be represented as being covered by the required insurance if they are not covered by the required insurance.
- (4) An architect member or director of an approved partnership or approved company must—
 - (a) be responsible for the carrying out of architectural services by the approved partnership or approved company; and

- (b) ensure architectural services are carried out by or under the supervision of a person who is registered as an architect under the Act; and
- (c) take all reasonable steps to ensure that the approved partnership or approved company complies with an obligation imposed on an architect under clauses 2(2) and (3), 4(3), 5(1), 6, 7, 11, 13, 14, 15, 16 and 17 of this Code as if that obligation were imposed on the approved partnership or approved company.

3 Act in the public interest

- (1) When carrying out work, an architect must take all reasonable steps to protect the health and safety of people.
- (2) An architect has a responsibility, where possible, to act in accordance with the public interest and to give proper consideration to the—
 - (a) natural environment; and
 - (b) conservation of cultural heritage, including Aboriginal cultural heritage; and
 - (c) conservation of natural resources.
- (3) An architect, by the architect's conduct, must endeavour to engender confidence in and respect for the profession of architecture.
- (4) An architect, by the architect's conduct, must endeavour to maintain the standards and integrity of the profession of architecture.

4 Act with honesty, integrity and openness

- (1) An architect must act honestly and with integrity at all times.

- (2) An architect must conduct themselves with honesty and integrity in their professional dealings with other architects and professionals involved in the building industry.
- (3) An architect must take all reasonable steps to ensure that—
 - (a) the architect's qualifications, experience, awards, honours and authorship are stated accurately in all documents; and
 - (b) the architect's name, registration number and contact details are identified clearly and accurately on stationery and signboards, and in public notices and publications, used or placed by the architect in connection with the architect's professional practice.
- (4) An architect must not—
 - (a) sign as checked, approved or supervised any drawings or other documents which the architect has not checked, approved or supervised; or
 - (b) permit the architect's name to be used in relation to any work, document or publication to falsely represent the architect's authorship of, responsibility for or agreement with the content or form of the work, document or publication.

5 Perform competently and with the required level of care, expertise and experience

- (1) An architect must—
 - (a) carry out work as an architect competently and with reasonable care; and
 - (b) maintain a high standard of competence and diligence in their professional dealings with other architects and professionals involved in the building industry; and

- (c) not perform any work as an architect that is outside the architect's area of expertise and experience unless under the direct supervision of an architect who holds the required expertise and experience; and
 - (d) maintain and improve their professional skills and knowledge; and
 - (e) document the architect's compliance with prescribed CPD requirements to demonstrate compliance.
- (2) An architect in charge of a client's project must—
- (a) have suitable skills and experience to be in charge of the project; and
 - (b) maintain a thorough knowledge of the architectural services to be provided and of matters relating to the performance of those services.

Division 2—Client relations

6 Use clear and unambiguous client agreements

- (1) An architect must not collect any fee or provide architectural services (including concept designs, sketches or reports) for a client unless the architect, or an approved partnership or approved company of which the architect is a member, director or employee, has entered into a written and signed agreement with the client for the provision of those services.
- (2) An architect must provide a proposed client agreement to the client at least 7 business days before requesting the client's signature.
- (3) A client agreement must not contain terms purporting to apply retrospectively to services provided before the agreement was signed.

- (4) The client agreement must include the following—
- (a) the parties to the agreement;
 - (b) if applicable, the approval number of the approved partnership or approved company that is party to the agreement;
 - (c) the name, registration number and contact details of the architect responsible for carrying out the services;
 - (d) the scope, nature and specific requirements of the services;
 - (e) the timeframes for providing the services;
 - (f) a clear and unambiguous statement of how the professional fees and costs of the services will be calculated;
 - (g) a requirement that the architect must inform the client—
 - (i) how a change or amendment to the services will affect the professional fees and costs for the services; and
 - (ii) about the circumstances in which professional fees or costs may escalate;
 - (h) where possible, reasonable estimates of disbursements;
 - (i) a statement of how professional fees and costs, including disbursements, will be paid;
 - (j) information about how the architect may inform the client of progress in the provision of the services;
 - (k) information about how the client may authorise the architect to proceed with the services, or any part of the services;

- (l) information about how the architect may obtain the client's authority to change or amend the services;
- (m) information about how the client may make variations to the agreement;
- (n) a reservation of the right of an architect to withdraw from the provision of services under the agreement in the circumstances set out in clause 2(2);
- (o) a statement of how the agreement may be terminated by either party and for what reason;
- (p) a clear and unambiguous statement identifying—
 - (i) who owns copyright in any intellectual property associated with the services; and
 - (ii) the terms of any licence given to the client to use that intellectual property, including any grounds for revocation of the licence; and
 - (iii) any limits on the client's use of the intellectual property; and
 - (iv) where additional costs or consents may be required for the client's use of the intellectual property;
- (q) details of current professional indemnity insurance that provides adequate coverage for the work covered by the agreement;
- (r) the process in place for handling client complaints;
- (s) information about how a client can make a complaint to the Board about the architect's professional conduct or fitness to practise;

- (t) in relation to class 1 and class 10 buildings, a requirement that the architect provide the client with a current copy of the Working with an Architect Checklist produced by the Board from time to time.
- (5) Subclause (4) applies to an agreement for the provision of architectural services entered into by an architect, an approved partnership or an approved company with a client on or after 26 April 2026.
- (6) An architect must keep records to demonstrate that the client has provided written acceptance of the client agreement and any variation of the agreement.
- (7) An architect, or an architect member or director of an approved partnership or approved company must, on entering into a client agreement, provide to the client the names of all officers and employees of the architect, approved partnership or approved company who will be involved in the provision of the architectural services, their role and their registration status.
- (8) Where an architect withdraws from the provision of services after the client has paid fees, the architect must provide written reasons for the withdrawal.

7 Be open and transparent about fees and costs

An architect who has entered into an agreement to provide architectural services must—

- (a) provide the client with regular statements of account for the services provided under the agreement unless otherwise expressly agreed with the client; and
- (b) ensure that the fees and costs charged do not exceed the fee structure of the agreement.

8 Provide services diligently and promptly

An architect must provide architectural services diligently and with reasonable promptness according to timelines agreed with the client, or within a time that reasonably accords with the client's instructions.

9 Communicate with clients effectively and promptly

An architect must—

- (a) ensure that clients are kept adequately informed about the progress of their projects; and
- (b) take reasonable steps to ensure that a client is informed of decisions required of the client in respect of the services with reasonable promptness; and
- (c) provide sufficient relevant information with reasonable promptness to enable a client to make an informed decision in relation to the provision of services; and
- (d) respond, with reasonable promptness, to a client's reasonable requests for information or other communications about the provision of services to the client; and
- (e) take reasonable steps to ensure that all information and material provided to a client is accurate and unambiguous; and
- (f) promptly advise a client in writing of any circumstance that is likely to prevent the architect from providing the services under the client agreement or from following the client's instructions in relation to the services, including a circumstance that imposes on the architect an obligation to withdraw from the provision of services under clause 2(2).

10 Administer building contracts impartially and diligently

- (1) For the purposes of this clause, an architect administers a building contract for a client if—
 - (a) the contract concerns the construction of a building and is entered into by the client with a building practitioner; and
 - (b) the architect has been engaged by the client to inspect or administer the provision of services under the contract.
- (2) If an architect is administering a building contract for a client, the architect must—
 - (a) act with fairness and impartiality in administering the building contract; and
 - (b) discharge the architect's obligations in connection with the administration of the building contract diligently and promptly; and
 - (c) provide the client and the building practitioner with relevant information about the administration of the building contract in a timely manner.

11 Maintain confidentiality

- (1) An architect must not disclose a client's confidential information without authority.
- (2) For the purposes of this clause, a *client's confidential information* means any information, agreed or understood by the architect and the client to be confidential, that is acquired from or provided to a client in the course of providing architectural services to the client.

- (3) An architect may disclose a client's confidential information if—
 - (a) the client consents in writing to the disclosure; or
 - (b) the disclosure is required by law.

12 Manage conflicts of interest

- (1) An architect must not enter into an agreement with a person for the provision of architectural services if the agreement would result in an actual or potential conflict between the interests of—
 - (a) the architect and that person; or
 - (b) a current client of the architect and that person.
- (2) An architect member or director of an approved partnership or an approved company must take all reasonable steps to ensure that the partnership or company does not enter into an agreement with a person to provide architectural services if the agreement would result in an actual or potential conflict between the interests of—
 - (a) a member of the approved partnership and that person; or
 - (b) an officer of the approved company and that person; or
 - (c) a current client of the approved partnership or approved company and that person.
- (3) An architect must not continue to provide architectural services to a client that result in a conflict between the interests of—
 - (a) the architect and that client; or
 - (b) 2 or more current clients of the architect.

- (4) An architect does not contravene this clause if the architect first—
 - (a) discloses the actual or potential conflict of interest to each affected person; and
 - (b) obtains the written consent of each affected person to continue providing architectural services to both affected persons.

13 Disclose referrals, recommendations and endorsements

- (1) An architect must not recommend, endorse, or specify a product, service or service provider to a client if the architect receives or expects to receive or could receive an inducement or other benefit from a third party to do so unless—
 - (a) the inducement is in the nature of salary, wages or attributable personal services income from an approved partnership or approved company; or
 - (b) the nature and value of the inducement is first disclosed in writing to the client.
- (2) An architect must disclose the nature of any referral arrangement in place between the architect and another person to a client before entering into an agreement to provide architectural services to the client.
- (3) An architect who is a member of an approved partnership, or a director of an approved company, must ensure that the nature of any referral arrangement in place between the approved partnership or approved company and another person is disclosed to a client before the partnership or company enters into an agreement to provide architectural services to the client.

- (4) For the purposes of this clause, *referral arrangement* means any arrangement to introduce or refer clients to an architect, approved partnership or approved company for valuable consideration.

Division 3—Business management and processes

14 Maintain adequate systems and resources

Architects must—

- (a) have effective systems in place to ensure that their practice is run professionally and that projects are regularly monitored and reviewed; and
- (b) be able to provide adequate professional, financial and technical resources when entering into an agreement for the provision of services and throughout its duration; and
- (c) ensure they have sufficient suitably qualified and supervised staff to provide an effective and efficient service to clients; and
- (d) take responsibility for the work carried out by a person under their supervision.

15 Documents and maintenance of records

- (1) An architect who has entered into an agreement with a client to provide architectural services must keep documents in accordance with this clause.
- (2) The following documents in relation to the provision of architectural services under a client agreement must be kept—
 - (a) the agreement in writing signed by the client;
 - (b) correspondence;
 - (c) records of financial transactions;

- (d) records of client instructions and meetings related to the services provided to the client;
 - (e) photographs of work in progress;
 - (f) project journals, diaries or the like;
 - (g) drawings and other relevant documents;
 - (h) a record containing the details of the architect responsible for supervising the work carried out.
- (3) Documents must be kept for the longer of—
- (a) a period of 10 years after the completion of the architectural services; or
 - (b) the limitation period under section 134 of the **Building Act 1993**.

16 Provide a complaint handling process

Architects must have a written procedure in place which provides for prompt, professional and courteous handling of complaints and sets out—

- (a) details of any special arrangements for resolving disputes; and
- (b) the process for making a complaint to the Board; and
- (c) a reasonable timeframe for handling complaints, as far as practicable.

17 Cooperation with the Board

Subject to section 17D(1) of the Act, an architect must respond in a timely, complete and accurate manner to a request from the Board for any information or document.