

SUMMARY OF CHANGES TO THE ARCHITECTS CODE OF PROFESSIONAL CONDUCT

The Victorian Architects Code of Professional Conduct (**Code**) regulates the conduct of architects in Victoria and is enforceable under the *Architects Act 1991 (Act)*.

Changes to the Code will come into effect on **26 April 2026**. The main changes to the Code clarify expectations regarding architects' professional conduct, the timing and contents of client agreements, and the administration of architectural practices. They are summarised in the table below.

Architects and architectural firms are encouraged to thoroughly review the revised Code to ensure that all changes to the Code are well-understood and incorporated into everyday practice.

Topic/issue	Summary of change/ clarification	Clause	Details	Practical implications (if any)
Purpose of the Code	The Code now includes an objects clause, which is a clear statement of what it is seeking to achieve – namely, establishing minimum professional standards, protecting clients, and ensuring public safety.	Clause 1	The Code provides that its objects are to: <ul style="list-style-type: none"> (a) establish core principles and rules of conduct to assist architects to act professionally and ethically; (b) specify obligations imposed on architects when carrying out work as an architect; (c) outline the minimum standards of professional conduct and practice that architects must meet when carrying out work as an architect; (d) 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) promote the quality and safety of Victoria's environment and infrastructure. 	The objects of the Code guide interpretation of the Code. All provisions of the Code should be read and applied in a way that supports the stated objectives – that is, architects' professionalism, client protection, and public safety.

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Architects' duties to the public	The Code clarifies that architects owe duties to the public when providing architectural services, which requires consideration of matters concerning the public's health and safety as well as the environment, conservation and cultural heritage	Clause 3	<p>(1) When carrying out work, an architect must take all reasonable steps to protect the health and safety of people.</p> <p>(2) An architect has a responsibility, where possible, to act in accordance with the public interest and to give proper consideration to the following:</p> <ul style="list-style-type: none"> (a) natural environment; and (b) conservation of cultural heritage, including Aboriginal cultural heritage; and (c) conservation of natural resources. 	Architects' duties to the public ensure that architects prioritise public safety and broader community and environmental outcomes when providing architectural services.
Architects' duties to clients	Architects' role as professionals implies that they owe their clients a range of duties. These duties are already in the Code, but some have been more clearly articulated as explained in this summary	Clause 5	(1) (a) Architects must maintain a high standard of competence and diligence in their professional dealings with other architects and professionals involved in the building industry.	This obligation ensures that architects consistently perform their work with appropriate skill, competence and care when collaborating with others in the industry. In practice, it requires architects to meet professional standards and exercise due care in their interactions with allied professionals in the context of a building project, which helps to minimise project delivery risks, as well as errors and disputes.
		Clause 4	(2) Architects must conduct themselves with honesty and integrity in their professional dealings with other architects and professionals involved in the building industry.	This obligation ensures that architects act honestly and with integrity when working with other professionals. It helps to foster trust, transparency and ethical collaboration across the industry. In practice, it requires architects to be truthful, avoid misleading or deceptive conduct, and to deal fairly and respectfully with others, helping to maintain and model professional standards among colleagues and reduce the risk of disputes.

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Architects' duties to clients (cont.)	Architects' role as professionals implies that they owe their clients a range of duties. These duties are already in the Code, but some have been more clearly articulated as explained in this summary	Clause 9	(1) (a) Architects must ensure that clients are kept adequately informed about the progress of their projects.	Architects are already required under the Code to communicate clearly and effectively with their clients. This obligation requires architects to provide clear, relevant and timely project updates, including about progress, delays, risks and key decisions, so clients can respond appropriately and avoid undesirable outcomes.
Supervision of work	The Code has been amended to clarify that, where necessary, architectural work is supervised by a registered architect	Clause 2	(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 that architectural services are carried out by or under the supervision of a person who is registered as an architect under the Act.	In practice, this obligation requires architect members or directors of an approved partnership or company to take responsibility for the entity's work and to ensure all architectural services are performed by, or appropriately supervised by, a registered architect. This helps to ensure that the work meets applicable professional standards and, thereby, reduces risks to clients of poor quality, incompetent work.
		Clause 5	(1) (c) Architects must not perform any work as an architect that is outside their area of expertise and experience unless under the direct supervision of an architect who holds the required expertise and experience.	This obligation ensures architectural work is only undertaken by appropriately skilled architects. In practice, architects must recognise the limits of their competence and either avoid undertaking unfamiliar work or ensure that it is carried out under the direct supervision of a suitably experienced architect.
		Clause 15	(2) (h) In relation to the provision of architectural services under a client agreement, records must be kept of the details of the architect responsible for supervising the work carried out.	This obligation encourages oversight and quality assurance of architectural work as well as providing accountability by clearly identifying the responsible supervising architect in a client agreement.

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Client agreements	The Code already requires a written client agreement which contains the mandatory content specified in the Code. Changes to the Code clarify when an agreement must be in place and provided to a client, elaborate upon some existing mandatory elements that must be included in client agreements, and identify some additional elements for inclusion in the agreements	Clause 6	(1) An architect must not collect any fee or provide architectural services (including concept designs, sketches or reports) from 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.	This requirement helps to ensure that an agreement to provide architectural services is in place before services are provided, so that clients understand the scope, terms, and cost of services before work begins.
		Clause 6	(2) An architect must provide a proposed client agreement to the client at least 7 business days before requesting the client's signature.	This obligation helps to protect clients because it encourages them to consider the proposed agreement for the provision of architectural services before work commences, which reduces the risk of misunderstandings and disputes.
		Clause 6	(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.	This obligation ensures there is clear evidence that clients have agreed to the proposed terms for the provision of architectural services, including any variations to the provision of those services. This can help to avoid disputes about the agreed scope of work.
		Clause 6	(3) A client agreement must not contain terms purporting to apply retrospectively to services provided before the agreement was signed.	This requirement prevents architects from imposing contractual terms that apply to services that were provided before a client agreement is signed. This encourages architects to ensure that an agreement is in place before work commences and protects clients from being bound by retrospective agreement terms or charges they had no opportunity to agree to in advance.

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Client agreements (cont.)	The Code already requires a written client agreement which contains the mandatory content specified in the Code. Changes to the Code clarify when an agreement must be in place and provided to a client, elaborate upon some existing mandatory elements that must be included in client agreements, and identify some additional elements for inclusion in the agreements	Clause 6	(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.	This requirement ensures transparency about who will be involved in delivering architectural services, including their roles and registration status, so clients can understand the level of professional oversight. The disclosure of the project team at the outset, helps to promote architects' accountability and client trust and confidence in those performing or supervising the work.
		Clause 6	(4) (f) The Code clarifies that the statement of how the professional fees and costs of the services will be calculated in the client agreement must be clear and unambiguous. (4) (g) (ii) Client agreements must specify the circumstances in which professional fees or costs may escalate. (4) (h) Client agreements must include estimates of disbursements where possible.	These requirements promote clarity and transparency about fees and disbursements and support clients to make informed financial decisions about whether to proceed with a project. In practice, these obligations require architects to set out proposed fee structures for the provision of architectural services in plain, unambiguous terms (including charging rates, methods of calculation, the basis for escalation (if any) and any additional costs or disbursements that may become payable), which reduces the risk of disputes with clients about unexpected charges.

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		Clause 6	The client agreement must include: <ul style="list-style-type: none"> (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 ARBV Board about the architect's professional conduct or fitness to practice; and (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 ARBV Board from time to time. 	These requirements ensure client agreements provide key safeguards for clients by confirming the architect has adequate professional indemnity insurance, setting out clear complaint-handling processes, and informing clients of their right to complain to the ARBV Board, thereby strengthening architects' accountability and enhancing consumer protection.
		Clause 6	(8) When an architect withdraws from the provision of services after the client has paid fees for those services, the architect must provide written reasons for the withdrawal.	This obligation ensures transparency and accountability when an architect ceases providing services after receiving payment, because it ensures that the clients are provided an explanation about why the engagement has ended.

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Referrals, recommendations and endorsements	The requirements in the Code regarding referrals, recommendations and endorsements have been amended to ensure that architects act in their clients' best interests and avoid undisclosed conflicts of interest when recommending or specifying products, services, or providers, to their clients	Clause 13	<p>(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:</p> <ul style="list-style-type: none"> (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. <p>(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.</p> <p>(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.</p>	In practice, these obligations require architects to either refrain from making recommendations or endorsements from which they could benefit or to fully disclose the benefit to clients before engagement. The obligations help to ensure that clients are aware of the potential conflicts of interest that may exist regarding the provision of architectural services and can make informed decisions before deciding to proceed with those services.

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Systems and resources to support practice administration	The Code provides that architectural practices must be properly managed and resourced so that services are delivered competently, safely, and with appropriate oversight	Clause 14	<p>(1) Architects must:</p> <ul style="list-style-type: none"> (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. 	In practice, these obligations require architects to ensure that appropriate systems are in place and all necessary resources are available to administer architectural practices so that professional standards can be met. The measures reduce the risks of poor-quality outcomes, project failure, and client harm.
Complaint management framework	The Code requires architects to have a structured and transparent framework for managing complaints made against them.	Clause 16	<p>(1) Architects must have a written procedure in place which provides for prompt, professional and courteous handling of complaints and sets out:</p> <ul style="list-style-type: none"> (a) details of any special arrangements for resolving disputes; and (b) the process for making a complaint to the ARBV Board; and (c) a reasonable timeframe for handling complaints, as far as practicable. 	These obligations require architects to maintain a written complaints procedure that enables timely and professional handling of complaints. The existence of a complaint management framework helps to engender trust and confidence in architects because of the existence of a clear and transparent framework to manage complaints.