

Guideline

Client Agreements

Issued: April 2026

Clause 6 of the Victorian Architects Code of Professional Conduct

This guideline has been prepared by the ARBV pursuant to regulation 7 of the Architects Regulations 2026. Guidelines provide architects guidance on professional conduct and practice. If the ARBV reasonably believes an architect has not complied with the guidelines, it may give written advice to an architect about compliance, pursuant to regulation 8 of the Regulations. Guidelines also help consumers understand what the ARBV expects of architects. Guidelines are reviewed regularly.

Regulatory provision(s) – This Guideline concerns the requirements in clause 6 of the Architects Code of Professional Conduct (**Code**), which is enforceable under the Architects Act 1991 (**Act**).

Application – Clause 6 of the Code applies to agreements for the provision of “architectural services”. For the purposes of this clause, “architectural services” is taken as meaning services relating to the design and construction of buildings or other built environment projects, which are commonly carried out by architects.

Overview

Under the Code, client agreements must be in place when architectural services are provided. They ensure that architects and clients clearly understand their respective rights, responsibilities, and expectations before architectural services begin.

The Code has recently been strengthened to improve transparency, consumer protection, and professional accountability. Key changes include:

- a strict requirement for a signed written client agreement to be in place before any architectural services are provided or fees charged;
- a minimum 7 business day period for clients to review a client agreement before it comes into effect;
- expanded requirements regarding the mandatory content of client agreements; and
- new obligations relating to record-keeping, disclosure of project team members, and withdrawal from providing services.

This Guideline explains key requirements regarding client agreements and provides guidance about how to comply with those requirements in practice.

Legislative framework

The Code requirements regarding client agreements are summarised below.

Before providing architectural services

- An architect must not provide architectural services or collect a fee for those services unless a written client agreement is in place, which has been signed by architect and client.
- The architect must give the client the proposed client agreement at least 7 business days before requesting the client’s signature on the agreement.
- Client agreements must not include retrospective terms that cover architectural services provided before signing by the client.

Minimum content requirements

A client agreement must include:

- the parties to the agreement
- the approval number of the approved partnership or company (if applicable)
- the name, registration number and contact details of the responsible architect
- the scope, nature and specific requirements of the services
- the timeframes for providing the services

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- a clear and unambiguous explanation of fees and costs
- how changes to services will affect fees and when costs may increase
- reasonable estimates of disbursements
- how fees and costs will be paid
- how the architect will communicate progress to the client
- how the client authorises the architect to proceed with services
- how variations to architectural services are authorised by the client
- how the client agreement itself may be varied
- the architect's right to withdraw from providing services in accordance with the Code
- how the agreement may be terminated and for what reason
- who owns copyright in designs, documents and other intellectual property created in connection with the services
- any licence granted to the client to use the intellectual property, including the scope of use and circumstances where the licence may be withdrawn
- any restrictions on how, when or for what purpose the client may use the intellectual property.
- extra fees, permissions or consents required if the client wishes to use the intellectual property beyond the agreed scope
- details of current professional indemnity insurance with adequate cover for the services under the agreement
- architect's process for receiving, managing and resolving client complaints
- information about how clients can lodge a complaint with the Board regarding the architect's professional conduct or fitness to practise
- for Class 1 and Class 10 buildings, the current ARBV 'Working with an Architect Checklist' must be provided

Additional obligations

Architects must also:

- keep records showing the client's written acceptance of the client agreement and any variations
- provide the client with the names, roles and registration status of all personnel involved in the provision of the architectural services
- provide clients with regular statements of accounts
- provide written reasons if withdrawing from providing services after fees have been paid

ARBV guidance

Client agreements must be in place before any work starts

A client agreement that complies with the Code must be signed by both parties before any architectural services are provided.

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This includes early-stage work such as:

- concept designs
- sketches
- reports

Clear evidence that both parties have agreed is necessary – such as, a signed written document. Informal agreements, which are not documented in writing, are not sufficient.

If an architect identifies that a compliant client agreement is not yet in place, they must stop providing services immediately until an agreement is put in place.

Clients must be given time to review the client agreement before it is signed

Architects must provide the proposed client agreement to the client at least 7 business days before requesting the client's signature on the agreement.

This requirement ensures clients have enough time to:

- read and understand the agreement; and
- seek advice about whether the agreement should be entered into, if necessary.

Architects should build this timeframe into project planning.

Do not use retrospective agreements

Client agreements cannot apply to work that has already been provided by an architect.

Architects must not:

- back-date agreements; or

- attempt to retrospectively cover or charge for services that have already been provided.

If work has commenced without a compliant agreement in place, the work must immediately stop until a compliant agreement is put in place.

Ensure client agreements are clear, complete and specific

Client agreements must include all the mandatory content specified in the Code and be easy for the client to understand.

Key agreement terms that often cause issues include:

- *Fees:* The client agreement must clearly explain how fees are calculated and when they may change.
- *Scope of architectural services:* The description of the scope of services in the client agreement must be specific enough to avoid uncertainty about services that are covered by the agreement.
- *Variations:* The client agreement must explain how changes to the services are requested, approved and costed.
- *Timeframes:* Timeframes for the provision of architectural services should be clearly identified and realistic.

Where exact details are not yet known (for example, costs or timeframes), architects should:

- provide reasonable estimates;
- explain assumptions that underpin the estimates;
- explain when updates will occur to clarify the estimates.

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Fee proposals are not the same as a client agreement

A fee proposal is not the same as a compliant client agreement.

A document will only satisfy the Code if it includes all mandatory requirements for a client agreement that are set out in the Code. Fee proposals are unlikely to contain these details.

Keep proper records

Architects must keep clear records showing:

- the client accepted the agreement in writing; and
- any changes to the agreement and to the scope of architectural services were agreed in writing.

Disclose who will work on the project

When entering into a client agreement, architects must provide the client with:

- the names of all personnel involved in the services;
- their roles; and
- their registration status.

This helps clients understand who is responsible for delivering the work, including the oversight arrangements that are in place.

Provide reasons if withdrawing

If an architect withdraws from providing services after

receiving payment for those services, they must provide the client with written reasons.

Under the Code, an architect must withdraw from carrying out work if the architect reasonably believes that this may result in a breach of the Act, Regulations or Code.

The requirement to provide reasons for withdrawal supports transparency and helps reduce disputes.

Treat agreements as living documents

Client agreements should be updated when circumstances change, including:

- changes to scope of services;
- changes to fees; or
- revised timeframes for completion of services.

All changes must follow the variation process set out in the client agreement and be recorded in writing.

Conclusion

Client agreements are essential to professional practice. The requirements in the Code regarding client agreements help architects to establish transparent, well-functioning relationships with their clients. This, in turn, helps to foster the clients' trust and confidence in architects and the profession. Failure to comply with the Code's requirements regarding client agreements constitutes unprofessional conduct and may result in regulatory action.

This guideline is issued by ARBV under regulation 7 of the Architects Regulations 2026 for the purpose of providing general guidance as to the operation of the Architects Act 1991 and the Regulations. The guideline should be considered in the context of the reader's individual circumstances. It is the reader's responsibility to obtain independent advice where necessary in respect of their individual circumstances and the application of legislation, guidelines and other instruments. To the extent permitted by applicable laws, the ARBV, its employees, agents and consultants exclude any and all liability for any direct, indirect, incidental, special or consequential loss or damage a person may suffer arising out of or in connection with the access and use of the ARBV's resources (including any third-party material included in these resources).