

# **Architects (Professional Conduct and Ethics) Rules 2001**

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## **THE SCHEDULE**

**No. S 15**

### **ARCHITECTS ACT (CHAPTER 12)**

#### **ARCHITECTS (PROFESSIONAL CONDUCT AND ETHICS) RULES 2001**

In exercise of the powers conferred by section 38 of the Architects Act, the Board of Architects, with the approval of the Minister for National Development, hereby makes the following Rules:

### **Citation and commencement**

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1. These Rules may be cited as the Architects (Professional Conduct and Ethics) Rules 2001 and shall come into operation on 5th January 2001.

### **Code of Professional Conduct and Ethics**

2.—(1) Every registered architect shall observe and be guided by —

- (a) Parts I and II of the Code of Professional Conduct and Ethics set out in the Schedule; and
- (b) the Board's pronouncements on professional matters and professional conduct and ethics issued from time to time.

(2) Every licensed corporation and licensed partnership shall, when rendering architectural services in Singapore, observe and be guided by —

- (a) Part I of the Code of Professional Conduct and Ethics set out in the Schedule; and
- (b) the Board's pronouncements on professional matters and professional conduct and ethics issued from time to time.

### **Dispute between 2 or more registered architects, etc.**

3.—(1) Where a dispute between 2 or more registered architects, licensed corporations or licensed partnerships relating to professional conduct or ethics is referred to the Board, the Board shall —

- (a) require the registered architect, licensed corporation or licensed partnership concerned to submit a written statement of the matters at issue in the dispute to the Registrar who shall place the statement before the Board at its next meeting; and
- (b) consider the statements of the parties to the dispute at the meeting and —
  - (i) determine the dispute in such manner as the Board thinks fit; or
  - (ii) with the consent of the parties, refer the parties for mediation by such person as may be agreed by the parties or, failing such agreement, as the Board or any mediation centre may appoint.

(2) Where the parties have been referred for mediation under paragraph (1) (b) (ii) and they fail to resolve the dispute through mediation, the Board may —

- (a) recommend that the parties refer the dispute for further mediation; or
- (b) if the parties agree to be bound by the decision of an arbitrator, refer the parties to arbitration by an arbitrator appointed by the Board.

### **Dispute between registered architect, licensed corporation or licensed partnership and another person**

4.—(1) Where a dispute between a registered architect, licensed corporation or licensed partnership and another person is referred to the Board, the Board shall, with the consent of the parties, refer the parties for mediation by such person as may be agreed by the parties or, failing such agreement, as the Board or any mediation centre may appoint.

(2) Where the parties have been referred for mediation under paragraph (1) and they fail to resolve the dispute through mediation, the Board may —

- (a) recommend that the parties refer the dispute for further mediation; or
- (b) if the parties agree to be bound by the decision of an arbitrator, refer the parties to arbitration by an arbitrator appointed by the Board.

### **Board entitled to recover expenses**

5. The Board may recover any expenses incurred by it in —

- (a) determining any dispute between 2 or more registered architects, licensed corporations or licensed partnerships under rule 3 (1) (b) (i);
- (b) giving any specific advice to a registered architect, licensed corporation, licensed partnership or any member of the public upon a request being made for such advice; or
- (c) referring any dispute for mediation or to an arbitrator under rule 3 or 4.

### **Fees payable for registered architect's services, etc.**

6.—(1) Where a registered architect, licensed corporation or licensed partnership (referred to in this rule as a claimant) performs partial services for any reason, including the abandonment, deferment, substitution or omission of any work or part thereof, or if the claimant's services are terminated for any reason, the claimant shall be entitled to such fees for such partial services rendered, or services performed up to the date of termination of his services as may be agreed between the parties or, in the absence of any specific agreement to that effect, the following fees:

- (a) fees for taking client's instructions and preparing preliminary sketch designs to illustrate the possibilities of a site or cost of a scheme on a quantum merit basis;
- (b) fees for taking client's instructions, preparing sketch designs sufficient to indicate the claimant's interpretation of the client's instructions, and preparing preliminary drawings and particulars sufficient to enable applications for permission under the Planning Act (Cap. 232) to be made,

based on 20% of the total agreed fees;

- (c) fees for taking client's instructions, preparing sketch designs sufficient to indicate the claimant's interpretation of the client's instructions, preparing preliminary drawings and particulars sufficient to enable applications for permission under the Planning Act to be made, and for obtaining such permission, based on 25% of the total agreed fees;
- (d) fees for taking client's instructions, preparing sketch designs, making approximate estimates of cost of works by cubic measurement or otherwise, and preparing sufficient drawings for applications for approval of building plans to be made, based on 45% of the total agreed fees;
- (e) fees for taking client's instructions, preparing sketch designs, making approximate estimates of cost of works by cubic measurement or otherwise, preparing sufficient drawings to enable applications for approval of building plans to be made, and for obtaining such approval, based on 50% of the total agreed fees;
- (f) fees for taking client's instructions, preparing sketch designs, obtaining planning permission and approval of building plans, and preparing working drawings, specifications or such other particulars as may be necessary for the preparation of bills of quantities by an independent quantity surveyor or for the purpose of obtaining tenders, based on 65% of the total agreed fees, and includes such proportion of the remaining 35% of the total agreed fees as the value of the completed building works bears to the total value of the building works.

(2) In this rule, "total agreed fees" means —

- (a) the lump sum agreed between the claimant and the client concerned; or
- (b) such percentage of the value or estimated value of the building works to which the architectural services rendered by the claimant relates, as may be agreed between the claimant and the client concerned,

to be the fee payable for all architectural services rendered by the claimant if there had been no termination of supply of the claimant's services.

## **Revocation**

7.—(1) The Architects (Professional Conduct and Ethics) Rules (R 2) are revoked.

(2) These Rules shall not apply to the settlement of any dispute referred to the Board before 5th January 2001 and the revoked Rules shall continue to apply to the settlement of such dispute as if these Rules had not been enacted.

# THE SCHEDULE

Rule 2

## CODE OF PROFESSIONAL CONDUCT AND ETHICS

### PART I

1. In this Part, unless the context otherwise requires —

“architect” means a registered architect and includes a licensed corporation and licensed partnership;

“housing developer” has the same meaning as in the Housing Developers (Control and Licensing) Act (Cap. 130);

“publicity” means any form of advertisement and includes any advertisement —

- (a) printed in any medium for the communication of information;
- (b) appearing in, communicated through or retrievable from, any mass medium, electronic or otherwise; or
- (c) contained in any medium for communication produced by architects or for their use,

and its derivatives, and “publicise”, “publicised” and “publicising” shall be construed accordingly.

2. An architect shall discharge faithfully his responsibilities to his client.

3.—(1) An architect shall at all times apply the conditions of a contract with entire fairness between his client and any contractor concerned, and in any question arising between his client and the contractor in which the architect is acting between the parties by reason of his professional expertise, he shall act in an impartial manner.

(2) An architect —

- (a) shall invite tenders for all contracts, including prime costs or provisional sum items, unless his client otherwise directs;
- (b) shall not unreasonably withhold from his client copies of all relevant information and prints of drawings obtained or prepared by him on behalf of that client; and
- (c) shall release to his client copies of all relevant information and prints of all drawings already obtained or prepared by him on behalf of the client when so directed by the Board, or upon payment by the client of such charges as may be agreed between himself and his client or, in the absence of such agreement, such charges as may be determined by the Board.

4.—(1) Subject to this paragraph, an architect, in respect of the architectural services he renders, shall be remunerated solely by fees in respect of those services payable by his client or by a salary payable by his employer, and the architect shall be debarred from any other source of remuneration in connection with such services rendered.