

ARCHITECTS ACT
(CHAPTER 12, SECTION 38)

ARCHITECTS (PROFESSIONAL CONDUCT AND ETHICS)
RULES

ARRANGEMENT OF RULES

Rule

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[5th January 2001]

Citation

1. These Rules may be cited as the Architects (Professional Conduct and Ethics) Rules.

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 (Cap. 232) 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 —
 - (i) the preparation of bills of quantities by an independent quantity surveyor; or
 - (ii) 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.

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

THE SCHEDULE — *continued*

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.

(2) An architect that is a licensed corporation or licensed partnership shall not allow any of his employees, directors of the corporation or members of the partnership to receive remuneration other than by fees in respect of those services payable by his client or by salary payable by the licensed corporation or licensed partnership.

(3) Without prejudice to the generality of sub-paragraph (1), an architect shall not —

- (a) accept any discount, gift, commission or other payment or consideration, in respect of the architectural services he renders, from any source other than his client; or
- (b) insert or permit the insertion of any clause in any tender, bill of quantities or other document which provides for payments to be made to him by a contractor in respect of the architectural services he renders, except with the full knowledge and approval of his client.

(4) Nothing in this paragraph shall prohibit an architect who is a director of a licensed corporation from receiving remuneration for his services as a director, or an architect who is a shareholder in a licensed corporation from receiving any dividend on his shares.

THE SCHEDULE — *continued*

5.—(1) An architect may, subject to this paragraph, publicise his practice or allow his employees or agents to do so.

(2) In publicising his practice, an architect shall uphold the dignity, standing and reputation of the profession.

(3) No architect shall publicise his practice in a manner which —

(a) is likely to diminish public confidence in the profession or otherwise bring the profession into disrepute;

(b) may reasonably be regarded as misleading, deceptive, inaccurate, false, or in any way unbecoming the dignity of the profession; or

(c) is determined and pronounced by the Board to be an undesirable manner of publicising the practice of an architect.

(4) For the purpose of this paragraph, publicity shall be regarded to be misleading, deceptive, inaccurate or false if it —

(a) contains a material misrepresentation;

(b) omits to state a material fact;

(c) contains any information which cannot be verified; or

(d) is likely to create an unjustified expectation about the results that can be achieved by an architect.

(5) In publicising his practice, an architect shall ensure that —

(a) any claim to his expertise or specialisation can be justified;

(b) the publicity does not make any comparison or criticism in relation to the fees charged, or the quality of the architectural services rendered, by any other architect;

(c) the publicity does not make any reference to any building project in which he had not rendered any architectural services;

(d) the publicity does not make any direct or indirect mention of any building project in which he had rendered architectural services if the provision of such information will involve a breach of confidentiality he owes to any client or former client; and

(e) where the publicity makes any direct or indirect mention of any building project, he shall state his specific involvement in that project and give due credit to any other architect involved in that project.

(6) For the purposes of sub-paragraph (5), the following factors shall be taken into account in justifying any claim to expertise or specialisation:

THE SCHEDULE — *continued*

- (a) the academic qualifications of the architect;
 - (b) the architect's experience in rendering architectural services of a similar nature having regard to the complexity of the design and construction;
 - (c) the architect's resources and capacity to render such architectural services which he claims to have expertise or specialisation in; and
 - (d) such other factors as the Board may determine to be relevant.
- (7) It shall be the responsibility of every architect to ensure that any publicity relating to his practice complies with this paragraph, whether such publicity is conducted by him or any other person on his behalf.
- (8) Where an architect becomes aware of any impropriety in any publicity relating to his practice, it shall be his responsibility to use his best endeavours to procure the rectification or withdrawal of the publicity, and to prevent its recurrence.
- (9) The responsibility of an architect under this paragraph shall not be capable of being delegated to any other person, whether or not that other person is also an architect.
- 6.—(1) An architect shall not accept any work which involves the giving or receiving of discounts or commissions in consideration for, or as an inducement to, the introduction of clients.
- (2) An architect shall not tout for business or do anything which is likely to lead to the reasonable inference that it is done for the purpose of touting.
7. An architect may allow any illustration or description of his work signed by him to be published in the press, except that he shall not solicit directly or indirectly any advertisement from any person for such publication.
8. An architect may publish or consent to the publication of a series of illustrations, either in the form of a circular, brochure or book with or without descriptive letterpress, of his work, except that he shall not solicit directly or indirectly any advertisement from any person for such publication.
- 9.—(1) An architect may exhibit his name outside his office or on a building which is being constructed, altered or extended, in relation to which he is rendering architectural services, if the exhibit is displayed in an unostentatious manner.
- (2) An architect may sign on buildings which have been designed by him provided that the signing is done unostentatiously.
10. An architect shall not take part in an architectural competition —
- (a) if the Board has previously issued a warning against taking part in that competition;

THE SCHEDULE — *continued*

- (b) that is held otherwise than in accordance with any rules approved by the Board for such purpose;
 - (c) be associated in any way with the carrying out of any work involving a design which was selected as a result of taking part in a competition held in any of the circumstances specified in sub-paragraph (a) or (b); or
 - (d) attempt in any way to secure work for which a competition has been held, except as a competitor and in accordance with the conditions of that competition, unless those conditions have ceased to be operative.
- 11.—(1) An architect shall at all times, with due regard to the interest of his client, act honourably towards other architects.
- (2) An architect shall not supplant or attempt to supplant another architect.
 - (3) Except as otherwise approved by the Board, an architect shall not compete with another architect by means of a reduction of fees or by any other inducement to any person.
 - (4) If an architect, on being approached or instructed by or on behalf of any person to render architectural services, knows, or can ascertain by reasonable inquiry, that another architect is or has been engaged by the same person, he shall notify the other architect or the Board before rendering any architectural services to such person.
 - (5) An architect shall not accept a commission or engagement to render architectural services for a client while a claim for outstanding fees for architectural services rendered by another architect previously employed in the same project by the same client, and whose employment has been terminated by that client, remains unsatisfied.
 - (6) Notwithstanding sub-paragraph (5), an architect may accept a commission or engagement to render architectural services in the circumstances specified in that sub-paragraph if security for the outstanding fees has been furnished by the client concerned jointly in favour of the other architect and the Board.
 - (7) Any security furnished under sub-paragraph (6) shall be in accordance with such agreement as may be made by the other architect and the client concerned or, in the absence of such agreement, on such terms and conditions as may be determined by the Board.
- 12.—(1) An architect shall not, while engaging in the practice of architecture, carry on or engage in any trade or business which —
- (a) is inconsistent or out of keeping with the fitting and proper discharge of his professional duties;
 - (b) would raise doubts as to his professional integrity as an architect; or

THE SCHEDULE — *continued*

(c) would raise doubts as to whether an architect will render his architectural services in accordance with any written law and with honesty and integrity.

(2) Without prejudice to sub-paragraph (1), an architect shall not have an interest in any business as a builder or manufacturer of, or dealer in, materials or components to be used in building, or of trading in land or buildings for profit, to such an extent as might or would affect the independent supply of his architectural services.

13.—(1) An architect shall not hold, assume or consciously accept a position in which his interest is in conflict with his professional duty to his client without previously informing his client, and he shall advise his client of the possibility of any conflict between his interest and the interest of his client.

(2) Without prejudice to the generality of sub-paragraph (1), an architect shall not act as an architect in respect of a contract to which he is a party without previously informing the other party to such contract of that fact and that he intends to so act.

14.—(1) Notwithstanding any of the provisions in this Schedule, an architect shall not act as an architect in respect of any project in which he is acting as a housing developer.

(2) An architect (not being a licensed corporation) shall not render architectural services in respect of any project in which he is acting as a builder.

(3) A licensed corporation shall not render architectural services together with building services to any client except —

- (a) at the specific and express request of that client; and
- (b) where that client is not a housing developer having control, directly or indirectly, over the affairs of the licensed corporation.

15. An architect shall —

- (a) exercise diligence to ensure that there is no contravention of or failure to comply with any written law by any person in the carrying out of any building project or works in relation to which he is rendering architectural services; and
- (b) immediately report to the competent authority, the building authority or any other relevant authority of any contravention of or failure to comply with any written law by any person in the carrying out of any building project or works in relation to which he is rendering architectural services when he knows of such contravention or failure.

THE SCHEDULE — *continued*

PART II

1.—(1) An architect may —

- (a) contribute articles for publication in any publication or journal on any matter of architectural interest;
- (b) receive remuneration for any contribution in any seminar or conference or the like by way of written papers or participation other than as a member of the audience; and
- (c) receive remuneration for his contribution to the publication of any book or other literature.

(2) An architect may —

- (a) participate in forums; or
- (b) be interviewed through the media,

in a manner not otherwise prohibited by this Schedule, where the object of such forum or interview is to promote interest in architecture or in the profession.

(3) An architect shall be at liberty to attend and participate in any function or ceremony which is held in connection with any building project.

(4) Any information released or statement made by an architect in relation to the supply of architectural services by him shall be accurate, truthful and dignified, and shall not be misleading, exaggerated or ostentatious.

2. An architect who is an assessor in an architectural competition shall not act as an architect in any matter connected with a work or project which has been the subject of the architectural competition, but he may act as an arbitrator in any dispute between the promoters of the competition and an architect who participated in the competition.

3. An architect shall not, for the purpose of obtaining any permit, licence or approval of the building authority, sign any drawings, plans or specifications which are not prepared by him or any member of the staff under his supervision, unless he has personally scrutinised and checked those drawings, plans or specifications.

[G.N. No. S 15/2001]

LEGISLATIVE HISTORY
ARCHITECTS (PROFESSIONAL CONDUCT AND ETHICS)
RULES
(CHAPTER 12, R 2)

This Legislative History is provided for the convenience of users of the Architects (Professional Conduct and Ethics) Rules. It is not part of these Rules.

1. 1990 Revised Edition — Architects (Professional Conduct and Ethics) Rules

Date of operation : 25 March 1992

2. G. N. No. S 15/2001 — Architects (Professional Conduct and Ethics) Rules 2001

Date of commencement : 5 January 2001

3. 2003 Revised Edition — Architects (Professional Conduct and Ethics) Rules

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