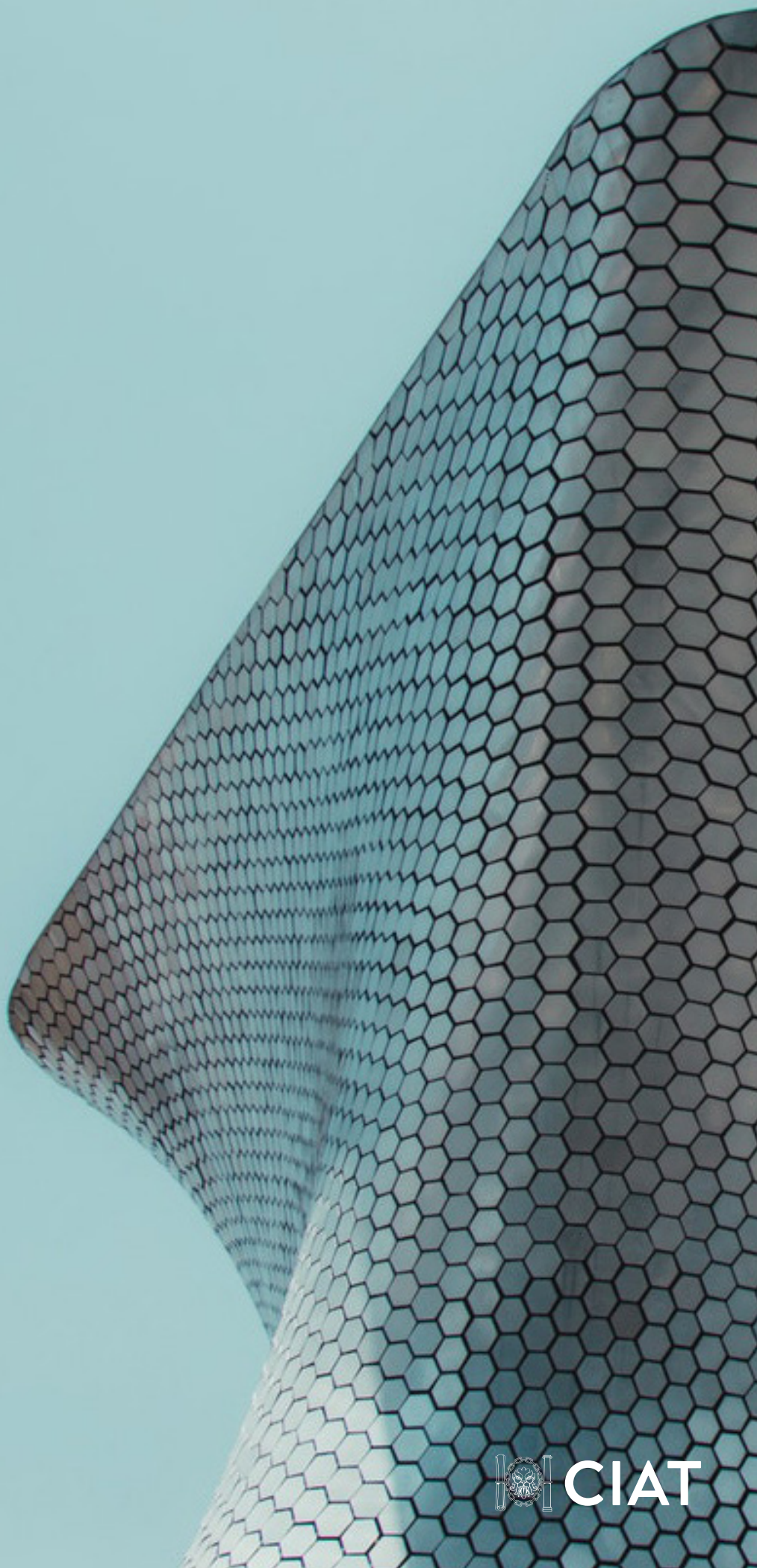




# Practice Services Information and Guidance

Effective  
1 September 2020





## Introduction

The *Code of Conduct* is in place to ensure that its members and affiliates are both protected and guided in the provision of professional services. This document sits alongside the *Code, Requirements for Registration - CIAT Chartered Practices* and *Requirements for Registration - CIAT Affiliates in Practice*. It assists members and affiliates in understanding their role and obligations when providing services to clients and details additional documentation available.

There are two types of CIAT affiliate, each of which are subdivided into two further categories which are covered by Sections B and C of the *Code of Conduct*. Where affiliates are referred to in this document, they are taken to mean those that are providing services directly to clients, but who have not yet demonstrated their competence to CIAT and concluded the process by attaining Chartered Architectural Technologist status.

CIAT is also a signatory to the International Ethics Standards which can be viewed in full here: [ies-coalition.org/standards/](https://ies-coalition.org/standards/). There is a broad range of principles to support existing codes in promoting:

- the maintenance of reliable services for clients;
- sustaining proper standards of conduct and behaviour; and
- upholding the reputation of the profession.

Members and affiliates are reminded that the information in this document is constantly revised and updated and this is disseminated via the website, *AT Weekly* and *AT Journal*.

## Registering Your Practice

There are mandatory requirements under the *Code of Conduct* that any Member or affiliate who is either offering and/or providing services to clients must register their practice and maintain adequate professional indemnity insurance. These requirements apply whether or not those services are paid or unpaid, undertaken in a full-time, part-time or ad-hoc capacity, or even if offered or provided to family and/or friends. Providing advice that can be acted upon would be regarded as providing a service.

To register, you will need to complete a Practice Registration Form and submit this together with proof proposals of all business stationery and evidence of professional indemnity insurance (PII) to the Practice Department. The process of registering your practice does not incur any fees.

PII is a cover against allegations of breach of duty of care, which is a duty any professional owes to anybody who may reasonably rely on their service or advice (whether a fee is charged or not). This should not be confused with public liability insurance which is cover for your liabilities to third parties (other than employees) for accidental bodily injury or disease and accidental loss or damage to their material property.



## Appointments (*Code of Conduct*, Clauses A5 and B5)

Members and affiliates should agree with the client at the outset:

- the terms upon which the professional services will be provided;
- the scope and limitations of their professional services;
- the fee or method of fee calculation;
- the timetable for the provision of the professional services and for the payment of fees;
- the need, or potential need, for other professional or specialist services;
- where appropriate, the period in which the building contractor will carry out the building works;
- the cost limit, set by the client applicable to the project, clearly identifying whether any limit set means current cost or cost on completion, and whether that cost includes VAT and professional fees;
- the quality standards required under the contract, as appropriate for both design and construction;
- how changes to the design and/or construction are to be dealt with; and
- any other considerations specific to the project.

The above list is not exhaustive, and it should be noted that complaints arise from the absence of agreement on any one or more of the foregoing points, especially as a result of failure to determine what finance the client has available for the project.

The *Code of Conduct* requires that all appointments are issued in writing and that Members and affiliates should satisfy themselves that those terms have been accepted.

## Obligations

In providing a service to any client, Members and affiliates must comply with the *Code of Conduct* and give due consideration to the requirements of all relevant statutes and codes of practice. These responsibilities relating to the contract between the client and the Member or affiliate are strongly supported by laws relating to professional duty, contract and tort.

Members and affiliates providing services and/or advice (whether these services are paid or unpaid, undertaken in a full-time, part-time or ad-hoc capacity and provided to family and/or friends) are required to proceed diligently and with reasonable skill and care, having careful regard to the client's requirements and an agreed timescale relating to both the design and construction.

They should promptly inform the client, preferably in writing, of any circumstances that arise which could:

- cause delay in the provision of the agreed services;
- incur an increase in cost or delay to the project;
- affect the agreed quality standards for either design or construction; or
- give rise to a conflict of interest (see page 19).



# Practice descriptions



Clauses A3c) and B3b) of the *Code of Conduct* state:

Chartered Members and affiliates acting as principals shall:

- i. obtain and maintain formal registration of their practice with the Institute; and
- ii. comply with the *Requirements for Registration - CIAT Chartered Practices*, or *Requirements for Registration - CIAT Affiliates in Practice* as published by the Institute from time to time.

The following are extracts from the *Requirements for Registration - CIAT Chartered Practices*, which is also reflected in the *Requirements for Registration - CIAT Affiliates in Practice*:

The Member or affiliate must seek the Institute's approval in writing of any proposed changes in the registered practice stationery and promotional material and then supply the final copies.

Where the substance of an existing practice has not altered, any new name and/or style shall be submitted to the Practice Department for consideration.

The Member or affiliate must submit their proof proposals of all business stationery (including website information and promotional literature) before any stock of stationery is printed or distributed or any website is made live to save any potential extra costs which may be incurred should changes need to be made.

The title or style of the practice must not mislead clients or the public.

Stationery and promotional material should fully describe the practice, properly defining the business relationship of all those involved together with their professional qualifications.

Only accurate and factual representation of the practice's substance, skills and expertise must be used. Descriptions which may be construed as misrepresentative or may potentially draw the Institute into disrepute shall not be used.

The Chartered Institute of Architectural Technologists (the Institute) recognises that some persons who wish to progress to Chartered Membership may already be in business on their own account. Clause B3a) of the *Code* permits those affiliates to act as a principal<sup>1</sup> and offer and/or provide services directly to a client. Joining as an affiliate enables them to work towards Chartered

Membership, as it is important to remember that only Chartered Members have demonstrated to the Institute their relevant knowledge, skills and competences. Affiliates are restricted in their description of themselves by Clauses B1g), B2) and B5) of the *Code*. Until the affiliate status is successfully concluded (with the applicant's acceptance as a Chartered Member) the applicant shall not:

- a. use any designated suffix letters relating to CIAT such as ACIAT/ MCIAT/FCIAT;
- b. advertise their status of the Institute as a professional qualification in their business dealings;
- c. imply or hold out that they are qualified as a Chartered Architectural Technologist.

Affiliates **shall only** advise their clients or professional indemnity insurers that they are a 'CIAT affiliate' whilst working towards attaining Chartered Architectural Technologist, MCIAT status.

Members and affiliates operate internationally and, due to the obligation to describe themselves factually and/or in good faith, they must carefully consider local legislation and terminology both within the country where they are based and all countries in which they practise. Descriptors and titles that have the potential to mislead due to differing national legislative frameworks and terminologies must not be used.

Chartered Members and affiliates in partnership with other professionals must recognise that they may be bound by the provisions of more than one *Code of Conduct*. Where there is conflict or any discrepancy between the provisions of the codes of conduct, the more onerous provision will apply.

The name of the practice must comply with the requirements of business names legislation.

<sup>1</sup> "principal"

A member or affiliate who is a sole practitioner, a director, a partner or a limited liability member of a practice. This includes any member or affiliate offering and/or providing a service.



## Practice styles and descriptions — best practice

It is important to consider the impression that your business stationery is giving to your potential clients.

It is also important to ensure that it is not misleading. For example, if you are a sole practitioner, you would not want a potential client thinking that they are engaging a multi-disciplinary practice with a plethora of skills that you do not have access to. This could not only lead to a dissatisfied and disappointed client, but also result in claims and complaints.

Some issues for consideration are as follows:  
The practice style should be accurate in its use of singular and plural descriptions. Examples are:

- a.  
Three persons, a Chartered Architectural Technologist, a chartered building surveyor and a chartered structural engineer in partnership should only describe their practice in the singular in each of the three disciplines.
- b.  
Three persons, a Chartered Architectural Technologist and two chartered architects in partnership could describe their practice as “Chartered Architects” as the statement is factually correct.
- c.  
Two Chartered Architectural Technologists and one chartered architect in partnership should not use the description in (b) above as it would not be factual. In this instance the description “Chartered Architectural Technologists” would be the factually correct description. Alternatively, as in (a) the individuals may use the description of their own discipline after each name (e.g. Sidney James — Chartered Architectural Technologist, Brian Smith — Architect, Charles Brown — Chartered Architectural Technologist).

If circumstances alter, in that the substance of the practice changes, such as a Chartered Architectural Technologist or architect or structural engineer leaves the practice, the stationery should be amended to reflect the true substance of the practice and Members may request a suitable time limit to make the amendments when notifying the Institute of the changes and altering their business stationery.

Use of the word “Associates” in the practice should be factual. For example, if the style “John Brown Associates” is used, John Brown should be supported by at least one permanent associate. If the style “John Brown and Associates” is used, at least two permanent associates in addition to John Brown should be in the practice. When a practice has an arrangement with another practice where the latter is retained so as to be available to

provide consultancy advice, and the second practice allows its practice style and description to be shown as being “consultants” or “in association with” or similar terms are used, then it is in order for the first practice to show that it is “in association with” the second. In all cases care must be taken to avoid misrepresenting skills or resources. The intention should be for the associated practice to be consulted on all projects in their particular discipline skill.

It is important to understand that affiliates in practice have not been awarded a CIAT qualification, as they are yet to demonstrate their competence. This is a holding status to allow those individuals a mechanism to progress whilst still complying with the *Code of Conduct*. It would therefore be inappropriate to use the affiliation to imply any professional qualification.

### Misdescription

Care should be taken to ensure that incorrect descriptions are not used in social or business media categories or website source code and metadata.

### Charter

The Institute was granted its Charter in 2005 by the Privy Council. This was extended in 2020 to include Chartered Practice.

The descriptors awarded by the Privy Council are specific. The Institute was granted permission to be Incorporated as the Chartered Institute of Architectural Technologists, and for its Chartered Members to use the descriptor “Chartered Architectural Technologist”, a protected title which only CIAT can regulate.

Practice registration is mandatory for Chartered Architectural Technologists providing services directly to clients, and in 2020 the Privy Council awarded permission for those registered practices to be known as CIAT Chartered Practices.

These permitted terms are specific and cannot be varied in any way. Chartered Members may either use Chartered Architectural Technologist or Member of the Chartered Institute of Architectural Technologists. CIAT Chartered Practice may only be used by those Chartered Members on the Chartered Practice Register. Other terms which include the word “chartered” are not permitted unless they are awarded to the member by other bodies they belong to who have permission from the Privy Council.

In addition to the privileged use of the protected descriptor Chartered Architectural Technologist, those Chartered Practices are also awarded use of an exclusive logo identifying their practice as Registered with CIAT. Those Members are particularly encouraged to make use of these tools. The licence is awarded upon registration which includes terms and conditions .







# Delineation of roles

## Introduction

On appointing either a Chartered Architectural Technologist or an affiliate providing services and/or advice, clients need to determine the extent of the role required to satisfy their requirements. This article does not intend to cover all stages or scopes of work, but focuses on common misunderstandings.

However, Members, affiliates and their clients should be clear on their obligations to make appointments to cover their duties appropriate to the project and local legislation, such as Principal Designer (under CDM2015), Party Wall Surveyor (England and Wales) etc.

Partial or full services may be contracted, involving duties which may include assessing the development feasibility all the way through to contract administration and completion. You could be undertaking the preparation of initial and detailed designs for clients' approval and preparing and submitting plans for statutory approvals (including planning approval, building regulations, and conservation approvals).

Looking beyond the traditional work stages, misunderstandings between the Chartered Architectural Technologist or affiliate and the client sometimes arise regarding the nature of the overall role(s) being undertaken on any particular project. This article aims to clarify the main distinctions between the different roles that commonly arise. For example, what are the differences between acting as a:

- Lead Designer/Lead Consultant
- Contract Administrator
- Consultant with "an inspection role"
- Consultant with "a supervision role"
- Project Manager

Having a clear understanding of each of these roles will assist both the Chartered Architectural Technologist and affiliate and client in documenting the nature of the services that have been contracted. It will also manage the client's expectations as to what can be expected from the Chartered Architectural Technologist or affiliate.

## Lead Designer/Lead Consultant

The Chartered Architectural Technologist or affiliate acting as the lead designer/lead consultant is the normal basis of appointment and they will be tasked with coordinating and integrating the designs produced by all the designers engaged for the project.

In terms of coordination and leading the team, the lead designer/lead consultant may be expected to produce a design programme and take steps to see that the other

consultants (for example, quantity surveyor, services consultants, structural engineers, etc.) adhere to it. The role can involve coordinating the designs of specialist sub-contractors including checking sub-contractors' tenders, although it should be noted that the appointment of such consultants and/or sub-consultants are the responsibility of the client and are separate to that of the Lead Consultant who would not be expected to be liable for their work.

In relation to integration, the lead designer/ lead consultant may be expected to take care to see that their own design is compatible and integrated with the designs of the remainder of the design team and specialist sub-contractors. The obligation might extend further — to a general duty to see that the designs produced for the project are compatible with each other. As ever, which position applies will depend on the terms of the appointment.

The role of the lead consultant, but not the lead designer, can often involve duties to advise on the need for other consultants, sub-contractors and specialists and the scope of their services, procurement matters and managing significant changes to the design.

In order to limit liability, a lead designer/lead consultant usually seeks to ensure that their appointment agreements include a clause to make it clear they do not accept responsibility for the designs of others. A check should be made to ensure there is a positive obligation in the other consultants' agreements, which places the onus on them to cooperate with the lead consultant/lead designer and to integrate their designs with the designs of the other consultants, specialists and sub-contractors. It is also usual to incorporate provisions to exclude liability on the part of the lead designer/lead consultant for any work, materials or goods or workmanship carried out by any of the other consultants and/or sub-contractors.

## Contract Administrator

The client may appoint the Chartered Architectural Technologist or affiliate to carry out the following duties:

- Preparation and/or collation of tender documents and contract documents.
- Issuing instructions to the contractor.
- Issuing certificates under the building contract – for example payment certificates, practical or partial completion certificates and the final certificate.
- Valuing the works and agreeing the final amount (where there is no quantity surveyor).
- Dealing with contractors' applications for extensions of time and extra payment.
- Inspecting the works at stages during the construction and preparing defects lists at practical completion and at the end of the defects rectification period. This is not a duty to supervise the works unless the contract administrator is expressly





appointed for this role and is aware of their additional responsibilities and duties. (See section on site supervision, right).

When issuing payment certificates, there are two key strands to the contract administrator's role:

- They must take reasonable steps to ensure that the work which is to be the subject of the certificate has been properly carried out in compliance with the building contract. What is "reasonable" will depend upon the size, nature and complexity of the project.
- They must take reasonable steps to ensure that the work is properly valued i.e. that claims for payment are reasonable and justified by the work done at the time, both in terms of quality and amount.

When issuing a final certificate, particular caution should be exercised. There is a danger that, in the absence of wording to the contrary, a Court will normally view a final certificate as conclusive evidence as to the quality of workmanship and materials. As such, if a contractor is in possession of a final certificate, it may be difficult for the client to get any redress from the contractor if defects arise after the certificate has been issued. In these circumstances the client may well seek to claim solely against the consultant who issued the certificate. The wording of the building contract should always be checked to guard against this outcome. The Contract Administration forms issued by CIAT provide for such eventualities.

## Inspection/Site Supervision

Inspection and Supervision are two distinct roles.

### Inspection

A contractual duty to carry out periodic inspections and/or visits to the works involves a reduced scope of service compared with a contractual duty to supervise. Nevertheless, the following guidelines should be borne in mind, they are a result of case law on the duty to inspect. The Chartered Architectural Technologist or affiliate should:

- not rely on regular fortnightly or monthly site meetings which may well have been arranged in advance and without reference to the elements of work being progressed on site at the time;
- make their own reliable arrangements to be kept informed of the general progress of the works;
- inspect any key elements of construction that are going to be repeated throughout the development on the first occasion, or at an early stage of construction, so as to assess the contractor's ability to carry out that particular task and whether the contractor's methodology and quality is satisfactory;
- instruct the contractor to provide adequate notice of important elements that are to be covered so that relevant inspections can be made;
- require work to be opened up if they have any doubts or a critical element has been concealed before inspection. If work is found to be correct the contractor will require payment. If it is defective, they will not get paid for the opening up.



These inspection obligations (and whether they have been performed) should be borne in mind in the context of issuing certificates of inspection, including the Council of Mortgage Lenders' (now UK Finance) Professional Consultant's Certificate. Such certificates should not be issued if the works have not been inspected or if the Chartered Architectural Technologist is uncertain whether the relevant work is satisfactory. Of course, certificates of inspection do not guarantee the quality of materials or workmanship.

## Site Supervision

A Chartered Architectural Technologist or affiliate may be asked to supervise the works. This is a more onerous level of responsibility than that of inspecting the works. The level of supervision required will depend upon the individual requirements of the client and the terms of their appointment. Some clients may require a clerk of works/site supervisor who has a constant presence on site.

A clerk of works/site supervisor will usually be a separate appointment by the client and not by the architectural consultant.

A clerk of works/site supervisor is often considered to be the "eyes and ears" of the client on site. They are there to attend to matters of detail, although the separate appointment of a clerk of works/site supervisor will not absolve a Chartered Architectural Technologist or affiliate of any inspection responsibilities they may have been contracted to perform. If a Chartered Architectural Technologist or affiliate agrees to provide "supervision", this may well imply that they are undertaking to have a continuous presence on site and will provide detailed and continuous direction to ensure, as far as possible, that the quality of the work complies with the standard defined in the building contract.

## Project Manager

Generally, project managers will be appointed in connection with large building contracts. Their role will usually be organisational — for example, procurement, insurance issues, advising on the order in which the project will run, controlling costs, timescales and quality standards. It may often involve responsibility for matters that might otherwise form the role of the lead consultant, including advising the client on the pros and cons of different design solutions and specifications.

The term "project manager" should be approached with caution. It is only loosely defined. The title itself does not confer any particular extent of either power or responsibility. In determining a project manager's powers, a Court will simply look at the facts of a particular case (including the terms of appointment and other contractual documents) to see what powers have been conferred on the project manager in that particular instance. It may construe that it means the "guardian of the project". Simply labelling oneself a "project manager" without carefully defining what that role entails will, to a large extent, leave the parties in a nebulous position. It may also create confusion amongst other consultants/contractors as to the scope and nature of the project manager's role and the overlap they may have with, for example, a contract administrator.

In the absence of any express agreement to the contrary, a project manager (as with a contract administrator) would not usually have the power to vary the terms of the contract they have been appointed to manage. So if, for example, where a project manager signs off on a settlement agreement on behalf of a client which purports to compromise a final account, it is unlikely that the settlement agreement will be legally effective.

## Summary

Of course, ultimately the scope of a Chartered Architectural Technologist's or affiliate's duties will be defined by the agreement with their client. As always, the terms of any written contract should be carefully checked before being entered into, to ensure it properly reflects the intentions of both the Chartered Architectural Technologist or the affiliate and the client.

# General Data Protection Regulation (GDPR)

## What you need to know

Complying with data protection regulation is an essential part of running any successful business. With the General Data Protection Regulation (GDPR) effective from 25 May 2018, replacing the Data Protection Act (DPA) 1998, you need to understand the implications for your business and take measures to be compliant to avoid potential fines which can be crippling under the new regime.

It is important to remember that the GDPR's main principles are very similar to those under the DPA, and if you are following best practice guidance already, then updating and documenting internal data processes will be relatively straightforward.

For more detailed information see the links below:

- The Information Commissioner's Office (ICO) which proposes '12 Steps to Take Now' and includes an 'Implementation Checklists' for each key issue. [ico.org.uk/media/2014146/gdpr-12-steps-infographic-201705.pdf](https://ico.org.uk/media/2014146/gdpr-12-steps-infographic-201705.pdf)  
[ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/)
- ACAS ([acas.org.uk](https://acas.org.uk))
- The Data Protection Network ([dpnetwork.org.uk](https://dpnetwork.org.uk))

## Data Protection Principles

Article 5 of the GDPR requires that personal data (defined as data from which a living individual can be identified, including email address) shall be:

- processed lawfully, fairly and in a transparent manner in relation to individuals;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed. Personal data may be stored for longer periods

insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedom of individuals;

- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

The ICO has produced a Guide to Data Protection that explains these principles in more detail.

## Project data

As a practitioner it is likely that you will be processing personal data as part of your project work. Examples of such personal data may include:

- Names
- Addresses
- Email addresses
- Geolocation data
- Data that relates to an individual person (separate from others in their group) is likely to be personal data.

Examples of ways in which you might process data when working on a project:

- In emails and letters
- In the project brief
- On drawings (physical and PDF/other digital media)
- In models on common data environments/clouds
- In visualisations
- In strategy documents

The GDPR requires you to have a lawful ground to process personal data. For project purposes this will generally fall under the lawful ground known as 'legitimate interest', because the individual(s) commissioning the project would naturally expect you to process their data in order to deliver the project. Using that same data for an unrelated purpose, such as sharing it with a marketing agency, would not be 'legitimate interest'.

Personal data processed pursuant to a contract (appointment) is also likely to be lawful processing. Where there has been a contractual relationship between the parties, it is permissible to make further contact with the individual for new leads, provided an opportunity to be removed from any marketing list is offered at the same time.

Under any other circumstance, your practice should seek consent from individuals whose personal data they collect and administer in any way. Consent must be





'informed', so it is important to explain exactly what it will be processed for at the outset. Consent can be revoked at any time (for instance using an 'unsubscribe' function) so it is important to refresh the consent for processing an individual's personal data, on a regular basis.

It is also recommended that all drawings, models, information, data and correspondence should be retained from initial contact with your client through to the end of the limitation period (six or twelve years post contract/practical completion) and any limitation extension. The purpose of this is to be able to respond to any legal claim or similar. However, under the GDPR, personal data may need to be erased earlier than this, if there ceases to be any 'legitimate interest' to process the data. This is the principle of 'data minimisation' under the GDPR.

The GDPR requires data processors to ensure they implement secure systems to protect personal data, and requires that any external parties which process personal data for your practice also take reasonable precautions to safeguard personal data.

The GDPR includes a requirement for organisations to begin new projects or offer new services with data protection built in at the outset rather than bolted on as an afterthought; this requirement is also known as Data Privacy by Design. To ensure you can demonstrate that your practice meets this requirement, prior to starting work, you may wish to undertake a data protection impact assessment to determine what data you need to process throughout the project, why it needs to be processed and how you will be processing it. This will help identify all

the individuals you may need consent from if they do not fall under 'legitimate interest'.

## Marketing

The most important data your practice will need to process outside of a project will be for marketing and human resources purposes.

You and your practice should have a privacy policy on your website, as a form of 'Privacy Notice', that includes a section on data retention for marketing purposes. The ICO has guidance and examples of Privacy Notices in Practice.

When engaging in direct marketing, consent must be 'freely given, specific, informed and unambiguous' i.e. a positive opt-in, and consent cannot be inferred from inactivity. You must also enable an unsubscribe option from future marketing.

The ICO has also published guidance on Preventing direct marketing.

## Human resources/recruitment

There is a considerable amount of guidance available online for employers to consider regarding securing the personal data of employees. Again, the ICO has detailed guidance on employment.



## Retention of documents

Retaining documents can be an expensive and onerous business, incurring storage charges and involving deliberations over what to keep and what to destroy. In addition to ensuring they are in compliance with GDPR (see [gov.uk/government/publications/hmrc-records-management-and-retention-and-disposal-policy/records-management-and-retention-and-disposal-policy](https://gov.uk/government/publications/hmrc-records-management-and-retention-and-disposal-policy/records-management-and-retention-and-disposal-policy)), Members and affiliates need to consider which documents to retain and for how long.

It is understood that any drawings, papers and other documents belonging to a client or another party, which are in the possession of a Member or affiliate, should never be destroyed without the owner's consent. If the project is at an end and/or if they are no longer required and if written permission has not been given to destroy them, they should be returned to the rightful owner. For a Member's or affiliate's own documents or those of their practice, it is necessary to consider a number of different obligations including what needs to be kept to ensure the most effective measures to be taken whilst in the period of liability, where there could be litigation relating to the subject matter of the documents and where there is not.

## Litigation

It is hoped that most Members and affiliates will never become involved in litigation over their projects. Where they are unfortunate enough to do so, the golden rule is to preserve everything, which is, or may, become relevant to the issues in the case. Once the Member or affiliate knows litigation is possible, they should err on the side of caution and keep everything, even if there is only a tenuous link to the litigation, and ensure that colleagues within their practice do likewise. The issues in litigation evolve throughout a case and something which does not start out as a crucial issue may become one.

Disclosure obligations under the Civil Procedure Rules require parties to proceedings to disclose documents on which they rely and documents which adversely affect their own case or another party's case or which support another party's case. 'Documents' means anything in which information of any description is recorded.

This includes paper and electronic documents (i.e. computer files, databases, software, hard drives) as well as emails, text messages, audio and visual recordings and photographs.

Deliberately destroying disclosable documentation in the face of litigation is unacceptable and a direct route not only to losing the litigation, but potentially ending up behind bars!

The Court rules require disclosure of documents to be accompanied by a disclosure statement certifying the extent of the search that has been made to locate disclosable documents; the understanding of the duty to disclose documents and that, to the best of your knowledge, you have carried out that duty. Documents that are not disclosed when they should be may not be relied upon at a trial and a false disclosure statement may give rise to proceedings for contempt of Court. These obligations underline the need to preserve documentation relevant to litigation, and that task is made far less onerous where a practice has an orderly filing/document management process in place as a matter of normal day-to-day practice.

## No litigation

What is the position where litigation has not been contemplated? There are two categories of documents; project documents and corporate governance documents. This information relates purely to project documents. If a Member or affiliate has any concerns in relation to taxation or company documents, they should take specific advice. In the absence of litigation, the main considerations governing document retention are the limitation periods for bringing claims.

The starting point is that whenever project files are due to be archived, any Appointment Agreements or Collateral Warranties should be checked for details of any limitation periods. If the limitation period is stated e.g. twelve years from the date of practical completion of the project, it is advisable not to destroy project files until that limitation period has expired. It would be prudent to add on a further four months after the expiry of the limitation period as Claimants have four months from the date of issuing proceedings to serve them. Even if a limitation period is not stated, there are statutory limitation periods which provide a guide. In the case of a deed, a retention period of twelve years (plus four months) is a prudent approach.

In most other cases, the primary limitation period is six years for claims in contract and tort, but the date from which the six year period starts to run varies according to whether you are being sued in contract or tort.

A prudent approach (absent any deeds) would be to retain project files for a period of six years (plus four months) from the date on which you close your file at the end of a project. There are mechanisms whereby the primary limitation period can be extended beyond six years up to a 'long stop' of fifteen years and longer still if there has been fraud or deliberate concealment which raises the question, do documents have to be retained forever?



After the primary limitation period of six years, and in the absence of any deeds, a Member or affiliate should probably balance the reasons and cost of keeping the documents against the reducing risk that the documents may become important again in the future. If a Member, affiliate or their practice is incurring storage charges and wishes to destroy documents, a good policy would be to destroy the oldest documents first and to maintain all documents for at least the minimum period of six years plus four months and longer for deeds. Outside of the limitation periods, it is always worth considering whether a piece of work has any historical or similar value in which case, it may be worth keeping your papers indefinitely. GDPR rules have to be observed whilst considering this decision.

In relation to outgoing Members, affiliates or directors leaving a practice, it would be wise for them to ensure that the ongoing practice agrees to maintain a rational document retention policy.

## Consultants' forms of appointment

The Institute endorses the suite of RIBA Professional Services Contracts for the appointment of consultants and architects. There are several different contracts:

- RIBA Standard Professional Services Contract for Architectural Services.
- RIBA Concise Professional Services Contract for Architectural Services.
- RIBA Domestic Professional Services Contract for Architectural Services.
- RIBA Sub-consultant Professional Services Contract.
- RIBA Principal Designer Professional Services Contract.
- RIBA Concise Professional Services Contract for Conservation Architectural Services.

Paper versions of the contracts are available from [ribabookshop.com](http://ribabookshop.com) and online versions are available from [ribacontracts.com](http://ribacontracts.com).

The RIBA Professional Services Contracts have been updated to reflect current best working practices, legislation and procurement methods. Suitable to be used by Chartered Architectural Technologists, clients, architects and other consultants, the RIBA Professional Services Contracts will help you to:

- avoid misunderstandings and disputes;
- define fees and provisions for payment;
- assert and retain copyright;
- establish a fair and reasonable allocation of risks;
- incorporate standard industry practices, within a proven legal basis in case law;
- comply with CIAT, RIBA and ARB Codes of Conduct requirements; and
- provide clarity, comfort and protection for both parties.

## Building contracts

The RIBA Building Contracts are specifically designed to be a simple, clear and easy to understand and use.

The RIBA Domestic Building Contract, which is endorsed and supported by the Home Owners' Alliance, can be used on all domestic (non-commercial) projects, including renovations, extensions, maintenance and new buildings.

The RIBA Concise Building Contract can be used on all types of simple commercial building work. It can be used in both the private and public sectors, as it includes optional provisions dealing with official secrets, transparency, discrimination and bribery as normally required by public sector clients.

Key benefits of the RIBA Building Contracts

- Written in plain English that is simple to understand.
- Guidance notes to help complete the contract.
- Provides an effective way of managing payments to the contractor.
- Gives you control over the timely completion of the project.
- Provisions for collaborating with the contractor over events that may delay completion or add costs to the project.

Paper versions of the contracts are available from [ribabookshop.com](http://ribabookshop.com) and online versions are available from [ribacontracts.com](http://ribacontracts.com).

## RIBA Plan of Work

The RIBA Plan of Work was introduced to address emerging business practices and encourage collaborative working. The Plan of Work can be downloaded from [architecture.com/-/media/GatherContent/Test-resources-page/Additional-Documents/2020RIBAPlanofWorktemplatepdf.pdf](http://architecture.com/-/media/GatherContent/Test-resources-page/Additional-Documents/2020RIBAPlanofWorktemplatepdf.pdf) and also includes the facility to create bespoke Scopes of Services for individual projects.



## Conditions of Engagement for Domestic Projects

To assist Members in administering their appointments and comply with the *Code of Conduct*, the Institute provides 'Conditions of Engagement for Domestic Projects' wording which has undergone legal scrutiny and may be used free of charge. The use of the Institute's Conditions is not mandatory, but Members are advised to use them or a suitable alternative.

Members using the wording contained in these Conditions of Engagement are advised that if they make any alterations/amendments to them, they are required to remove all references to the Chartered Institute of Architectural Technologists and note that CIAT cannot take any responsibility for its use, misuse or liability implications.

The Conditions provide for:

- the termination of the agreement upon reasonable notice, and for the proper payment of any partial service rendered;
- the reimbursement of reasonable expenses, unless agreed to the contrary, including those in connection with printing, travelling, time, postage and, where specifically agreed, telephone charges;
- a mechanism through which differences and disputes can be resolved.

The Conditions do not purport to provide all possible terms and conditions that could be incorporated into a contract. Legal advice should be obtained when considered appropriate. The Member should determine fair and reasonable charges and is recommended to have regard to all relevant factors such as the complexity of the work, the qualification, experience and responsibility of the Member, and the character of negotiations, and where work is undertaken on an agency basis the degree of accountability of the Member.

Available for purchase are the Institute's contract administration forms, one of which, Confirmation of Instructions for Domestic Projects, may be used in conjunction with the Conditions of Engagement for Domestic Projects to outline the charges and scope of works. Further details are given on all forms on page 16.

Regional variations for the Conditions in England and Wales, Scotland, Northern Ireland and Republic of Ireland are available and can be downloaded from the website.



# Contract administration forms

## Contract procedures

During the building contract, the Member will need to issue documents and instructions to the client and builder as part of the normal contractual procedures. The Institute has a format for the standard documents in most common use available, and the Member is encouraged to use this standard format wherever possible.

Affiliates may not use the Institute's standard forms as they refer to the professional qualification.

**N.B.** the most recent forms were updated in January 2017 and all previous versions are now obsolete.  
A summary of the documents are:

**i. Confirmation of Instructions for Domestic Projects**

The Confirmation of Instructions (Domestic) has been redesigned so that you can now delete the stages that do not apply. All versions of the Institute's Conditions of Engagement are included with the Confirmation of Instructions Form so that you can choose the appropriate version depending on where you are working.

This form has been specifically devised for domestic projects. The Institute has not produced a Confirmation of Instructions form for commercial projects, as there is a large resource of similar forms that are available and can be used. One example is the RIBA Plan of Work, which is badged by CIAT and which can be accessed from the following link: <https://ribaplanofwork.com/>

**ii. Notice of Adjudication**

This form is used to notify intention to adjudicate in compliance with the Construction Bill. A guidance note to accompany this Contract Administration Form has also been produced.

**iii. Instruction**

This form is used to identify any variations to the contract or to confirm any verbal instructions.

**iv. Certificate for Payment (formerly 'Certificate')**

This form is used to quantify interim or final payments to the contractor during the course of the contract.

**v. Notification of amounts included in Certificate**

This form is used to advise a nominated subcontractor of their value of payment included within the Interim Certificate to the main contractor.

**vi. Direction of amounts included in Certificate for Nominated Sub-Contractors**

This form instructs the main contractor of the values of payment to sub-contractors included within the Interim Certificate to the main contractor.

**vii. Notification of Extension of Time**

This form is used to notify the main contractor of any extensions to the contract period resulting in a revised date of completion.

**viii. Certificate of Practical Completion, or Partial Completion or Partial Possession**

This form is used to identify the date when the contract works are practically complete to the satisfaction of the Member and can be handed to the client.

**ix. Certificate of Non-Completion**

This form is used to verify that all or part of the works were not completed by the contract date for completion.

**x. Certificate of Making Good**

This form is used to confirm that all outstanding items of work and making good defects after the practical completion date have been satisfactorily finished.

**xi. Certificate of Inspection**

This form is used to identify dates of periodic inspection of a building under construction and to confirm the current stage of construction at a specific date.

**xii. Party Structure Notice**

This form is used to notify intention to carry out work described in Section 2 of the Party Wall etc. Act 1996.

**xiii. Notice of Intent to Build on the line of a Junction**

This form is used to notify intent to build on the Line of Junction, in accordance with the Party Wall etc. Act 1996.

**xiv. Adjacent Excavation and Construction (3 or 6 metre notice)**

This form is used to notify intention to carry out work in accordance with section 6 of the Party Wall etc Act 1996.

(The publication Contract Administration: RIBA Plan of Work 2020 Guide is a useful reference for those new to contract administration, and offers concise guidance on the various work stages and practical advice on acting as a Contract Administrator. It is available from RIBA Bookshops: [architecture.com/knowledge-and-resources/resources-landing-page/riba-plan-of-work](http://architecture.com/knowledge-and-resources/resources-landing-page/riba-plan-of-work)

Contract Administration Forms — £99.75 (incl.VAT) for full set sent electronically; £10.50 (incl.VAT) per individual form (individual copies of the forms are available electronically).

## Project Quality Plan

The CIAT Project Quality Plan is a system that adopts a process approach. It has been developed as a self-help tool to be primarily used by practices electronically and is available to all Chartered Members via the website. It is an MS Word document that is very simple to operate and will provide benefits to the practice.

# Advice to clients

## General matters

Depending on the familiarity of the client with construction projects, advice may need to be given on the design and construction process in general, and the Planning Acts and Building Regulations in particular and other relevant matters such as any unusual or onerous contractual provisions. Members and affiliates are advised to point out that the process of statutory approval is outside their direct control, that approval or the imposition of conditions cannot be guaranteed, and that application and inspection fees are in addition to the fee for the appointment.

The *Client Information for Domestic Projects* booklet can be downloaded from the website ([ciat.org.uk/ login.html](http://ciat.org.uk/login.html)) free of charge, and Members are advised to issue this with their appointment documents to domestic clients who are new to building. It aims to dispel common misunderstandings which cause confusion and which can lead to complaints, claims and litigation.

## Building contract

When recommending a particular form of building contract to a client, the Member or affiliate should explain the terms of the contract and ensure the client understands the separate responsibilities of the Member, affiliate and the building contractor. The Member must always take care to explain that options are available to the client for quality standards, tendering procedure, selection of a contractor, forms of contract and quality control. The Member should advise the client of the client's obligations under the building contract and the role of the contractor. That the contractor should be employed directly by the client on precise terms to carry out defined tasks, and that the responsibility for achieving the specified quality standards for construction lies with the contractor.

## Project Bank Accounts – an overview

### What are Project Bank Accounts?

Project Bank Accounts (PBA's) were introduced to alleviate the problem of poor payment practices within the construction industry, following a review by the Government of the UK Construction Industry. PBA's are ring-fenced bank accounts from which payments are made directly and simultaneously by a client to parties in the supply chain. The full article can be downloaded free of charge from the website, [ciat.org.uk/login.html](http://ciat.org.uk/login.html).

## Health & Safety

### UK Construction (Design and Management) Regulations 2015

As the designer, the Member or affiliate should explain to the client the relevant implications of the Construction (Design and Management) Regulations 2015 (CDM) and any amendments thereto, and how they affect the project. Further information and guides are available from the website under the Health & Safety section.

The Member or affiliate must ensure the client is advised of their duties under the Regulations and that further information is available from the Health and Safety Executive. CITB has issued industry guidance for clients which can be downloaded from [citb.co.uk/](http://citb.co.uk/).

The client is to select and appoint a competent principal designer. The Member or affiliate should explain the importance of the role and duties of the principal designer. Where the Member or affiliate is competent to accept an appointment for such a further role it is recommended that such appointment is agreed and documented separately. Where CDM is not applicable, other nations' governments issue their own Health and Safety legislation.

The Construction (Design and Management) Regulations (Northern Ireland) 2016' (S.R. 2016 No. 146) (CDM2016) was implemented in Northern Ireland with effect from 1 August 2016, and further information on these regulations in Northern Ireland can be found here: [hse.gov.uk/](http://hse.gov.uk/).

More information can be downloaded from [hse.gov.uk/index.htm](http://hse.gov.uk/index.htm)





## The Party Wall etc Act 1996 — England and Wales

(see information sheet — The Party Wall etc Act)

The Member or affiliate should explain to the client the relevant implications (if any) of the Party Wall etc. Act 1996 and any amendments thereto and how they affect the project. Where appropriate the client must be made fully aware of their duties under the Act, and should be informed that the responsibility of serving notices may be delegated to an agent. Should a dispute arise, the client has a duty to appoint a Party Wall Surveyor. This appointment must be personal and separate from any other appointment held by the Member or affiliate for the client. Members accepting such appointments should be aware that the liability for such a duty is personal and they should check that their professional indemnity insurance cover is adequate.

To assist its Chartered Members, the Institute has developed a Party Wall Pack. This Pack comprises an introduction, the Party Wall etc. Act 1996 information sheet, flowchart for procedures under the Party Wall etc. Act 1996, section 1 Notice of Intent to Build on the Line of a Junction, Section 3, Party Structure Notice, Section 6 Adjacent Excavation and Construction (3 or 6 metre notice), CIAT Model Party Wall Award – agreed surveyor and CIAT Model Party Wall Award – two surveyors. This pack is only available to Chartered Members and can be purchased from the Institute for £30.00 (inclusive of VAT). Please note that this is available in electronic format only and will be emailed to you — this is not available in any other format.

To order the Party Wall Pack or the Contract Administration Forms, log onto the website and make your selection through the online CIAT shop. Alternatively, you may place your order over the phone or by email ([practice@ciat.org.uk](mailto:practice@ciat.org.uk)) to the Practice Department.

## Quality and duty

Clients should be given the opportunity to discuss and determine the quality standards required for the project. Options may include the standards of design, for example to Building Regulations, NHBC, or one of the various BREEAM standards. Some clients may have special requirements, for example to meet insurer's or operating/licence standards. Just one example of where options affect design are the choices relating to fire safety in buildings. Other considerations may include energy performance and carbon footprint, whether the project is to be of normal or low maintenance, and whether there are any proscribed materials.

Without adoption of the appropriate standards, of which the above are just a few examples, the client could be left with an unsatisfactory development and the Member or affiliate open to claims. Members or affiliates normally provide services under the duty of reasonable skill and care. In other circumstances, for example where providing services to a contractor, Members or affiliates may need to ensure their duty does not change to one of fitness for purpose. Their professional indemnity insurance (PII) may not provide relevant cover. Where clients require a Collateral Warranty for the Members' design, discussion with the PI Insurer is recommended at the outset, and legal advice may be needed. Members and affiliates must ensure that agreed requirements for quality, including workmanship and materials, are properly reflected in the design documents. The delivery of those requirements need to become a duty of the contractor.



## Cessation of Practice and Compliance with the Code of Conduct

When Members or affiliates either on the Register of Chartered Practices or the Affiliate Register close their practice for any reason, they are required to notify the Institute in writing, and comply with the *Code of Conduct* (Clauses A4) and B4). This includes for reasons of bankruptcy and insolvency where compliance with Clauses A9) and B9) of the *Code of Conduct* is required. Members and affiliates must understand their obligations and the need to adequately protect themselves and their clients in the event of any future claim, and indeed to protect the reputation of the Institute. The full information sheet and pack concerning Cessation of Practice can be downloaded from the website, [ciat.org.uk/login.html](http://ciat.org.uk/login.html).

## Conflicts of interest

Conflicts of interest between a member or affiliate, a client and/or third parties remain a grey area and are often open to interpretation.

It may be necessary to obtain appropriate legal advice to protect the member or affiliate, client and third parties. Therefore, before a relationship is entered into, it is always good practice to consider seeking appropriate legal advice. It may also be necessary to seek advice from the Member's or affiliate's professional indemnity insurer.

Architectural Technology professionals are in a position of trust, as they may be acting as an adviser or agent. As part of their duties they will be expected to impart at least some advice as to the undertaking of a project. Bearing this in mind, when members or affiliates are potentially in a position to influence a project for personal gain, there will be a conflict of interest.

Members or affiliates having other commercial interests or obligations which might interfere with exercising their judgment are required to either avoid the situation or openly acknowledge their interests to the other parties concerned. As required within the *Code of Conduct*, any members or affiliates perceiving a potential conflict of interest shall report that conflict in writing to their clients or employer at the earliest opportunity.

Any commercial interests which can affect other duties directly or indirectly may be construed as a conflict and must be declared. It is essential to protect all parties, therefore members and affiliates must ensure compliance with the *Code of Conduct*.

## Practise through Limited Liability Companies and Limited Liability Partnerships

This section is not intended to give comprehensive advice on the considerations involved in choosing to practise through a limited or unlimited form. Many such considerations are not dealt with in this information. Any Members or affiliates requiring personal advice in this area should seek appropriate professional consultation from their own accountant and solicitor or business adviser. Section 2.01 of the *Requirements for Registration - CIAT Chartered Practices or Requirements for Registration - CIAT Affiliates in Practice* must be followed.

### Limited Liability Companies

The Institute does not restrict Members or affiliates from practising in the form of a limited liability company, provided that they comply with the *Code of Conduct* and the requirements of The Companies Acts. In arriving at a decision to practise either as a limited company or as self-employed (as an individual or partner), it is essential for any person to give very careful consideration to the balance of advantages and disadvantages reflecting their own personal and professional circumstances. The Institute strongly recommends that Members and affiliates should seek appropriate guidance from their own solicitor and accountant or other relevant professional in considering the formation of a limited company. The formation and operation of a limited company is governed by statute.

Members and affiliates should contact Companies House for any clarification ([companieshouse.gov.uk](http://companieshouse.gov.uk)).

### Limited Liability Partnerships (UK)

**N.B.** *The Limited Liability Partnerships Act refers to participants as "members". For the purposes of this section, the word "members" is used to describe such individuals.*

A Limited Liability Partnership (LLP) gives the benefits of limited liability but allows its members the flexibility of organising their internal structure as a traditional partnership. Similar to a limited company, an LLP is a separate legal entity and the liability of the members is limited. The main difference between LLPs and limited companies is that an LLP will be regarded as transparent for tax purposes and each member will be assessed to tax on their share of the LLP's income or gains, rather than at Corporation Tax rates. Designated members are responsible for disclosure in a similar way to those of a limited company. LLP's are required to provide financial information equivalent to that of filing



of annual accounts for limited companies. LLPs will also be required to check and complete an annual return and keep Companies House notified of any changes to the LLP's membership, members' names and residential addresses or any change to the registered office address. Further comprehensive guidance for those wishing to set up an LLP can be viewed here: [gov.uk/guidance/set-up-and-run-a-limited-liability-partnership-llp](https://gov.uk/guidance/set-up-and-run-a-limited-liability-partnership-llp). Amongst the many matters to be taken into account within this consideration are:

**a. Statutory Fees:**

There are a number of statutory fees involved in the formation and operation of a limited company, which are not required or involved in the setting up or operation of a business, whether as a sole practitioner or in partnership with others.

**b. Annual Return:**

The formation of a limited company is subject to a fee; dependent on turnover the company has to file an annual return at Companies House and pay the statutory fee each year; a limited company is also required to file its annual accounts at Companies House within a defined timescale each year; the form of accounts required of a limited company is determined by legislation, dependent upon the size of the business, and the content is far greater than that required of an unlimited business; a limited company's accounts have to be professionally audited by a qualified accountant; failure to satisfy any of these statutory requirements could lead to eventual penalty. For example, the failure to forward an annual return is a criminal offence in respect of which the Companies Acts provides for fines.

**c. Risk:**

The basis of a system of limited companies in the United Kingdom was created in order to avoid a significant element of personal risk and liability regarding business and professional decisions. If a limited company fails, a shareholder of that business is only likely to be financially liable for any specific guarantees they may have given. The failure of an unlimited business leaves the proprietor or partnership with the liability for all debts of the business, leading if necessary to personal bankruptcy.

**d. Liability:**

The question of professional liability is much more complicated involving the complex laws of tort, whereby an individual may be personally liable for negligent acts and omissions. Adequate professional indemnity insurance cover must be carried, as per Clause 4 of the *Code of Conduct*.

**e. Taxation:**

In simple terms, an individual in self-employment or a partner in a partnership is subject to income tax on all profits made by the business at 'personal income' rates, whether or not those profits are taken as earnings. Directors of a limited company are subject to tax on their income at the same rates, but the profits of the Company not taken as earnings would be subject to Corporation Tax. The differing rates of tax applicable make this an area where specialist advice is essential.

**f. National Insurance:**

National Insurance costs are a very important consideration. Any director of a limited company is an employee, and therefore must pay the appropriate contributions of their earnings as well as the company's contributions as the employer. The method of paying National Insurance costs for the self-employed requires weekly contributions plus a percentage of profits if these are within the appropriate scale. Invariably, National Insurance contributions are higher for the person operating an unlimited business. However, there are additional benefits from paying employees rather than self-employed contributions, in particular benefits arising from earnings related pensions.

**g. Descriptions:**

The Companies Act and business names legislation govern how limited companies describe themselves on their stationery.

**h. IR35:**

This legislation was first introduced to address taxation and employment status issues for those who are self-employed and/or freelancing or who work for businesses in a freelance or consultancy capacity, and whose only income is from a single client.

The 'Intermediaries Legislation' (IR35) is aimed at contract workers using an intermediary (e.g. a limited company) to provide services. Members or affiliates working in this capacity, and who are not sure if they fall within the IR35 remit, should check the online employment status tool or obtain professional advice, as this may well impact the levels of taxation and national insurance contributions due.

The Government is looking to roll out these rules in the private sector. Off payroll working rules will be assessed differently. The intention is that public authorities and medium and large clients will be responsible for deciding the employment status of its workers.



We would urge Members and affiliates who think they may be affected to ensure that they check their status and make themselves aware of any obligations to avoid any problems.

Further information on these changes and what you are required to do if you are self-employed or work on a freelance/consultancy basis can be found [gov.uk/guidance/understanding-off-payroll-working-ir35](http://gov.uk/guidance/understanding-off-payroll-working-ir35).

Members and affiliates employing individuals are subject to Employment Law and other requirements many of which are ever evolving and placing onerous responsibilities on those firms.

Members and affiliates should familiarise themselves with their obligations and seek specialist advice where appropriate. Basic information can be found at: [gov.uk/browse/employing-people](http://gov.uk/browse/employing-people).

## Items available for self-employed members

To assist CIAT Chartered Practices, the Institute has a range of items available to purchase or for free. These can be downloaded or purchased directly from [ciat.org.uk](http://ciat.org.uk).

There are a number of documents and articles available within the Knowledge Resource area of the website.

There are also a variety of guidance sheets produced by the Construction Industry Council (CIC), which are available to download from [cic.org.uk](http://cic.org.uk) or [ciat.org.uk](http://ciat.org.uk).

In terms of running and setting up your business, a number of useful publications may be downloaded from BIS (Department for Business Innovation and Skills) at [bis.gov.uk](http://bis.gov.uk) including a user's guide to late payment.



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