

Architectural Technology

# Chartered Architectural Technologists

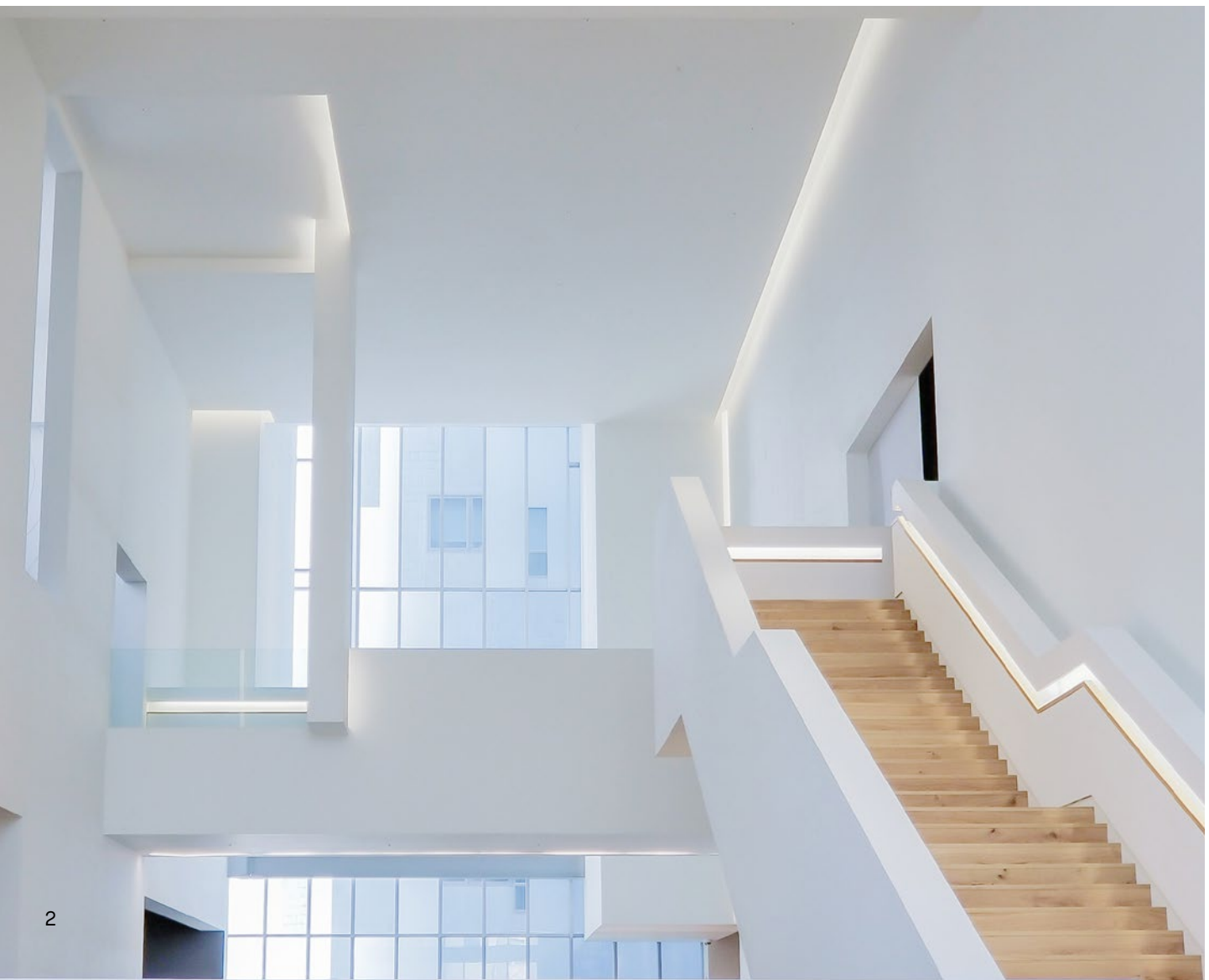
Client information for domestic projects





This booklet is intended to give information to people who are new to building and are thinking about a domestic building project, whether it is a new build, extension, refurbishment or adaptation.

The Chartered Institute of Architectural Technologists has members in all nations and whilst the information contained here is intended to be generic, there may be regional variations.



# What to expect from Chartered Architectural Technologists

Why should I appoint a Chartered Architectural Technologist?

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Undertaking building or other development work is often quite arduous, but this is made easier if you understand the roles and responsibilities of those concerned. It is important to appreciate that the design and construction of your project can be complex. It is essential that you appoint a qualified professional to provide advice before embarking on your project. They will be able to help you understand the necessary scope of services that are required to ensure its successful delivery.

What is a Chartered Architectural Technologist, MCIAT?

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Chartered Architectural Technologists are specialists in the technology of architecture, building design and construction. They are highly educated and trained design professionals that are skilled and qualified to offer and provide advice and services for all types of buildings and construction projects, from simple extensions, design and build to complex commercial projects. They operate to strict standards enforced by a Code of Conduct issued by CIAT.

What do they do?

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They are able to manage the design and construction process from inception through to completion. In short, they provide a link between your requirements and the delivery of your project to ensure that your ideas and requirements can become a reality.

What type of design services can a Chartered Architectural Technologist provide?

The nature and scope of the professional architectural design services are a matter for agreement between you and your Chartered Architectural Technologist. Detailed information on the different professional roles and client engagement is outlined in **Section 4**.



# What are the professional standards of a Chartered Architectural Technologist and CIAT?

The Chartered Institute of Architectural Technologists (CIAT) is a dynamic, forward-thinking and inclusive global membership qualifying body for Architectural Technology. It represents those practising and studying within the discipline and profession. CIAT qualifies Chartered Architectural Technologists, MCIAT.

Only its Chartered Members, MCIAT, may use the protected descriptor Chartered Architectural Technologist. This accomplishment demonstrates the Members' professionalism, ability and the high levels of education, training and competence required to act as Chartered professionals.

Chartered Architectural Technologists offering or providing services directly to clients are required to register their practice with CIAT. As this is a mandatory requirement, no individual Certificates of Registration for companies or entities are issued by CIAT. Individual membership certificates are provided and membership status can be verified by contacting CIAT on +44(0)20 7278 2206 or visiting [ciat.org.uk](http://ciat.org.uk).



# Standards

**The Institute's Code of Conduct is in place to ensure that its members are both protected and guided in the provision of professional services. CIAT is also a signatory to the International Ethics Standards which can be viewed in full here: [ies-coalition.org/standards](http://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.

CIAT membership sets the standard for professional conduct in the discipline of Architectural Technology. In this way, CIAT serves as the benchmark for anyone seeking to commission the services of a Chartered Architectural Technologist.

The professional Code of Conduct that all members must adhere to places obligations on members to perform in a professional and businesslike manner.

Chartered Members are required to endeavour to ensure that the services offered are appropriate to their client's requirements and that their terms of engagement are given in writing and have been accepted. This is very important to minimise the potential for misunderstandings and to offer clarity to the client so that they are aware of what to expect from the Member. Fundamentally, Chartered Members are required to act with integrity, faithfully and honourably.

Chartered Members are required to ensure that they have adequate resources to meet the client's requirements and not misrepresent the services available.

Professional Indemnity Insurance is an important provision for peace of mind for the Member and their client. Members providing services directly to clients must obtain and maintain adequate Professional Indemnity Insurance which is an insurance against professional negligence, to protect the client and the Member in the unlikely event of such issues occurring.





## How do I get started?

Most projects start by you and your Chartered Architectural Technologist meeting to discuss and assess your needs in order to agree a project brief. This becomes the written brief which is a most important document as it identifies your needs and possible options to address them, some of which you may not have thought of, expenditure limits and a timescale for the works. It will evolve through discussions to include such things as preliminary feasibility studies based upon the agreed brief.

A feasibility study may involve:

- an objective assessment of whether your brief can be implemented within your budget or other limits;
- advice and recommendations on any site investigations or tests that may be required, for example, to establish the ground conditions at the site;
- any need to involve other professionals in the investigations' process or to provide other specialist services for your project; and
- advice regarding statutory approvals that may be required in respect of the works.

The terms of engagement, your contract, should be understood, formalised and agreed (signed) prior to commencing work. Your Chartered Architectural Technologist should prepare the necessary documentation and facilitate its agreement.

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## What should I do before a Chartered Architectural Technologist commences work?

In order to provide for certainty and avoid potential misunderstandings at a later stage, it is essential to agree in writing the scope and the terms of engagement, this will form your contract. The time to do this is when your instructions are being discussed and agreed at the outset. Many Chartered Architectural Technologists will have standard Conditions of Engagement which set out the duties and obligations between you. This contract can be by way of a letter of engagement or a contract form i.e. Conditions of Engagement. Your Chartered Architectural Technologist is required under the *Code of Conduct* to provide you with their terms of engagement in writing.

## What should be covered in a contract letter or Conditions of Engagement?

It is usual that they deal with the following matters (but this is by no means an exhaustive list):

- The scope of the professional services to be provided, for example, the precise scope of the drawings and specifications.
- The extent to which you require the Chartered Architectural Technologist to assist you to select materials and engage a builder.
- Whether, or the extent to which, the Chartered Architectural Technologist will monitor the builder's work and relations between you and the builder, for example, the payment for the builder's work. This is an optional service which must be agreed if required.
- The likely reasonable timescales for the provision of the Chartered Architectural Technologist's services.
- The fee to be charged by the Chartered Architectural Technologist and the manner in which the fee is calculated, including provisions for any changes you might require that involve extra work, and details of the method and timing of payment required.
- The Chartered Architectural Technologist's fees shall not include local authority fees or charges associated with statutory approvals and other professional or specialist services.
- It is also usual to identify where services may need to be undertaken by other professionals such as a Structural Engineer.
- The circumstances in which the contracted arrangements may be terminated and dispute resolution methods.

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## Why would I need to employ other professionals for my building project?

This will depend on the type and complexity of the project. Many projects call for specialist advice from other professionals working in the built environment sector such as a structural engineer, a quantity surveyor, an energy consultant or a health and safety adviser. Once agreed and appointed by you, these people work together as a team, but generally under separate engagement contracts. For example, a structural engineer might prepare structural drawings and undertake calculations for foundations and for load-bearing beams and columns. A quantity surveyor may be employed to provide cost estimates to check whether a project is viable before involving a builder and, once the building works are underway, a quantity surveyor can also keep a check upon the cost of the work that has been undertaken by the builder at various stages and keep a check on the cost of any additional work carried out by the builder. An energy consultant may be required to ensure that the building complies with acceptable energy efficiency requirements. A health and safety adviser could have overall responsibility for co-ordinating the health and safety aspects of the design and its integration with the building work.



## How do I go about appointing other professionals?

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Usually, you will need to appoint the services of the other professionals in a similar manner to your Chartered Architectural Technologist. It is important to bear in mind that in these circumstances, you will have separate contracts with each of the professionals you decide to appoint. Their fees will be separate from and additional to those charged by your Chartered Architectural Technologist. You will be responsible for paying the other professionals' fees and they, in turn, will be responsible to you for the services they provide.

## What are statutory requirements and approvals?

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“Statutory approvals” is an expression which usually refers to the need to obtain planning permission, and other related permissions, such as conservation approval, in addition to approval under the applicable building regulations. Your Chartered Architectural Technologist can advise you if these, or other approvals, are required for your project. Where appropriate, they will prepare the relevant specifications and applications on your behalf as part of the design services. By law, your project may be subject to other consents or requirements, depending on the type of project and region. Examples are: the Construction (Design and Management) Regulations 2015, which are primarily about health and safety (and which your Chartered Architectural Technologist will have a duty to advise you on regarding your duties as a Client), the Party Wall etc. Act 1996, which is in force in England and Wales and deals with work affecting neighbouring and adjoining properties, and Listed Building Consent.

## Statutory Approval Fees

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It should be noted that there are charges for these applications that are separate to the fees for professional services. These costs are determined and payable by you to the local authority.

## Will my Chartered Architectural Technologist ensure that I obtain planning permission and/or building regulations approval?

No, whilst your Chartered Architectural Technologist can take steps to prepare and provide all of the necessary drawings and information, it is the local authority which makes the ultimate decision as to whether to grant approvals.



## Planning Approval

A Local Authority Planning Committee decides whether planning permission will be granted for any particular project. They are advised by planning officers and must have good reason to contradict that advice but nothing can be guaranteed. Ultimately, it is the Planning Committee's decision. In the event of a rejection the Chartered Architectural Technologist can advise on further action. It should also be noted that if your project involves works to a listed building or falls within a conservation area, it may be referred to other public bodies for comment before a decision is made by the planning authority. In some instances, a pre-planning submission is required which is arranged and charged for by the Local Authority. Some local authorities offer pre-planning meetings which may also be charged for and your Chartered Architectural Technologist may advise you on how best to proceed.

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## Building Control Approval

Approval under the building regulations can sometimes be open to interpretation by the relevant local authority but it is generally prescribed and is a way of validating that your project meets the minimum required technical standards. Any changes or compromises to your plans requested by the Local Authority are generally about detailed matters that can be addressed. Your Chartered Architectural Technologist will negotiate and agree how your project satisfies these standards and inform you if there are any issues that may require alternative solutions. Any variations to provide for these solutions need to be detailed and agreed in writing and, in turn, included within the contract which forms part of your terms of engagement. It is important to note that they may attract further costs.





# How do I go about selecting and employing a builder/contractor?

## Selecting a builder/ contractor

You may already know which builder you wish to employ, but if not, you can seek assistance from your Chartered Architectural Technologist in the selection and employment of a builder. Factors which often influence the selection of suitable builders include their skills and experience, track record, references, solvency, whether they have appropriate insurances in place and their availability. It is advisable to obtain more than one quotation. Any conflicts of interest with any professional who is acting for you should be declared in writing and understood by you.

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## Employing a builder/ contractor

It is fundamentally important to realise that it is you who will be employing the builder and you will be responsible for paying the builder to carry out and complete the building work. In turn, the builder is responsible for carrying out the work in accordance with the Chartered Architectural Technologist's design and specification, which will comply with codes of building practice, and within the timescales that you agree. For the purposes of certainty and to avoid disputes later on, the agreement between you and your builder should be set out in a formal written document, usually a "Building Contract". Your Chartered Architectural Technologist will be able to advise you upon the appropriate form of contract to use.



# Typical services

## The importance of understanding the different services provided by Chartered Architectural Technologists and what they entail

### What are the roles and duties of a Chartered Architectural Technologist?

On appointing a Chartered Architectural Technologist, you will need to determine the extent of the services needed to satisfy your requirements. Your Chartered Architectural Technologist can explain these to you. This section does not intend to cover all stages or scopes of work, but focuses on common misunderstandings.

Partial or full services may be contracted, and these duties may include and range from assessing the development feasibility, preparation of initial and detailed designs for clients' approval and preparing and submitting plans for the purposes of obtaining statutory approvals (including planning approval, building regulations, and conservation approvals) to running the entire project which could extend to full contract administration.

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

- i. Lead Designer/Lead Consultant
- ii. Consultant with "an inspection role/ Contract Administrator"
- iii. Consultant with "a supervision role"
- iv. Project Manager

Having a clear understanding of each of these roles will assist you, the client and the Chartered Architectural Technologist in documenting the nature of the services that have been contracted. It will also clarify what can be expected from the Chartered Architectural Technologist.





## i. Lead Designer/Lead Consultant

The Chartered Architectural Technologist acting as the lead designer/lead consultant is the usual 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 design 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 design integration, the lead designer/lead consultant may be expected 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 the effects of 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 that they do not accept responsibility for the designs of others. A check should be made to ensure that 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.

### **Inspection/site supervision**

Inspection and Supervision are two distinct roles.

## ii. Consultant with an Inspection Role/Contract Administrator

### What can I expect from the Chartered Architectural Technologist if I have asked them to manage the Building Contract?

There are several types of building contract which provide for a named person (usually, your Chartered Architectural Technologist) to perform the role of Contract Administrator. The building contract gives certain powers to that person to regulate mutual rights and obligations—in other words to issue guidance on what is expected of you and what you can expect in return and to issue instructions between you and your builder. In exercising those powers and functions as Contract Administrator, the law requires your Chartered Architectural Technologist to act fairly and impartially.

### What types of matters involve the Contract Administrator's powers?

The Contract Administrator will evaluate the work carried out by your builder at certain stages in order to certify requests for payment by your builder. The Contract Administrator will also deal with any variations to the contract that become necessary for any reason, for example, rectification of defective work and the consequences of delays to the programme.

### What is a 'variation' in the context of building works?

At the start of a building contract, you and your builder should have agreed in writing the scope of the work to be carried out. However, as building projects get underway, you may decide, or circumstances may dictate, the need for amendments to the agreed work. If your builder agrees to carry out those amended works, they will be treated as a "variation" to your original contract. You should recognise that your builder will require payment for additional labour and materials and there may be additional time needed on site. If the variations add to the builder's time on site, there will be extra overheads such as staff costs, set up and insurances that will need to be paid for. Any variations should be detailed in writing so that all parties understand expectations and cost implications.

### What is certification?

The term certification has two common uses:

#### Certification in the context of building work

Depending upon the terms of the building contract, builders may be entitled to charge for their services and materials in instalments, for example, on a monthly basis throughout the course of the work. Such contracts require the builder to present their proposed charges to the Contract Administrator who, if they are satisfied that the work has been properly carried out, will certify the appropriate amount for payment to your builder. In those circumstances, the Contract Administrator has an obligation to see that that aspect of the work has been completed properly and is certified for payment. They must do this within a set timescale. Certificates issued whilst the work is being carried out are called "Interim" certificates, and when everything has been satisfactorily completed (including any defects period) a "Final" certificate is usually issued. Once a certificate has been issued, you are contractually required to make payment to your builder within a set timescale. If you are at any time dissatisfied with the work carried out by your builder you will need to seek immediate advice as to your rights and obligations under the terms of the Building Contract.

#### Certification for banks, building societies or lending agencies

Sometimes, banks or building societies that are providing the funding for your building work require sight of the Interim and Final certificates issued by a Chartered Architectural Technologist as the work progresses.



Sometimes there is a requirement for your Chartered Architectural Technologist to sign a "professional consultant's certificate". This is a specific form of certificate. It is often required by the purchaser's lender in order to release funds. At the time of starting the work, there may be no immediate call for it, but it is important that if the need for these certificates is anticipated, you should inform your Chartered Architectural Technologist in writing at the very earliest opportunity. These certificates normally require the professional consultant to maintain a minimum level of professional indemnity insurance cover and your Chartered Architectural Technologist will need to be sure that the cover they hold meets the requirements of the certificate. It should be noted that CIAT strongly advises its Members against issuing this type of certificate retrospectively or for projects that they have not been involved in from the outset.

### **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, which have arisen as a result of case law on the duty to inspect. The Chartered Architectural Technologist should:

- inspect the key/important elements of the construction work and, if necessary, ask the contractor to give notice of when a specific element is going to be constructed. Those inspecting 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;
- ensure that the contractor is instructed not to cover up any important elements which will eventually be hidden from view until they have been inspected;
- 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 is satisfactory;

- 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 or any necessary remedial work.

These inspection obligations (and whether they have been performed) should be borne in mind in the context of issuing certificates of inspection, including the UK Finance Mortgage Lenders' (formerly Council of Mortgage Lenders') Professional Consultants' 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. Certificates of inspection do not guarantee the quality of materials or workmanship.

### **What can I expect from the Chartered Architectural Technologist if I have asked them to execute stage inspections?**

Provided that you have agreed in advance, it is normal for Chartered Architectural Technologists to visit the building site from time to time to review the progress of the works and to see that they are being carried out generally in accordance with the statutory approved design, specification and standards as set out in the contract with the builder and to the agreed programme and schedule of works. In so doing, the Chartered Architectural Technologist will not be able to examine the works in fine detail and as the Chartered Architectural Technologist will not be providing continuous direction or supervision to the builder, some defects and deficiencies may be hidden or covered and escape the Chartered Architectural Technologist's notice. In those circumstances, you generally retain the right, in accordance with the contract with your builder, for them to rectify any such defects and deficiencies that come to light.

### iii. Consultant with a Supervision Role

#### **Will the Chartered Architectural Technologist supervise the building works?**

No. The term “supervision” has a different meaning to that of engaging the Chartered Architectural Technologist to undertake “stage inspections”. If part of the agreed services include inspections, a Chartered Architectural Technologist undertakes to visit at appropriate and agreed stages to review the general progress and quality of work. It is the builder's responsibility to supervise their own employees and sub-contractors to achieve the appropriate standards of quality relating to the design and specification, delivery within the programme timescale, and price in accordance with your contract. Dependent upon the size and complexity of the intended works, your builder may recommend that you engage a clerk of works/site supervisor to manage the build.

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 of any inspection responsibilities they may have been contracted to perform. If a Chartered Architectural Technologist 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 matches up to the standard imposed by the building contract. It is essential to ensure that their professional indemnity insurance covers the services that are required under the contract and you should seek confirmation from them.

#### **Site supervision**

A Chartered Architectural Technologist 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. Depending on the type, size and complexity of the project, 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 is never appointed by the architectural consultant.



## iv. Project Manager

Generally project managers will be appointed in connection with large building projects. 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’ is generally poorly defined and so should be approached with caution. 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 be construed to mean ‘Guardian of the Project’. Simply establishing a title of “project manager” on a project without carefully defining what that role entails will, to a large extent, leave the parties in an uncertain 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 he or she may have with, for example, a Contract Administrator or the Building Contractor’s Contract Manager.

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 without express powers signs off on a settlement agreement on behalf of a client which purports to comprise a final account, it is unlikely that the settlement agreement will be legally effective.

### **What is required of me?**

For the project to be a success, all involved should be honest and realistic about the aims of the project, timescale and budget from the outset; you should develop and communicate a clear brief to your Chartered Architectural Technologist; you should ensure that you are able to commit sufficient time and energy so that decisions can be made and queries responded to promptly throughout the project. These matters should be communicated to your Chartered Architectural Technologist through one point of contact authorised to speak on your behalf. Where you have employed a Chartered Architectural Technologist to act as the Contract Administrator, you should communicate matters relating to the building works through them (and not directly to the building contractor) in order that they can properly manage the building contract. Equally, your Chartered Architectural Technologist should ensure effective and clear communication to you.

### **Summary**

The scope of a Chartered Architectural Technologist’s duties will be defined by the agreement with you and confirmed in the letter of appointment or engagement. 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 you and the Chartered Architectural Technologist. The terms of engagement of all involved in the project must be studied to see there are no overlaps, omissions or contradictions which could lead to misunderstandings and complicate settling any disputes. For lay clients not having the resources themselves, the task of checking the compatibility of the various sets of conditions should be expressly detailed within the duties of one of the professionals engaged (usually the first appointed or the most general in their duties).



# Professional Indemnity Insurance

## What is Professional Indemnity Insurance?

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Professional Indemnity Insurance (PII) is an insurance cover to protect professionals against liability to third parties in respect of breaches of professional duty committed in the course of professional practice. Obtaining and maintaining adequate Professional Indemnity Insurance is a mandatory requirement for all members of CIAT who provide services directly to clients.

## What is the difference between Professional Indemnity Insurance and a structural warranty?

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These provide different types of cover. Where Professional Indemnity Insurance is a cover against allegations of breach of duty of care, a structural warranty is a type of guarantee against building faults or structural defects for a stated period (usually 10 years). Details of both should be checked.

## Disagreements

All members must adhere to CIAT's professional *Code of Conduct*. In the unlikely event that any member fails to reach one or more aspects of the required standard of professional practice, the Institute has a procedure to deal with these occurrences.

It is always stressful and frustrating when you are put in a position where you are not happy with any professional, and it is important to determine what sort of assistance you need to address your problem.

The Institute cannot make a determination in relation to allegations of professional negligence against a member, only allegations of breaches of the *Code of Conduct*.

It is also important to remember that the member is not responsible for the workmanship of the contractor or sub-contractors, unless this is expressly covered within the terms of appointment.



## What happens if my builder fails to complete the building work and/or to rectify defects?

No-one, not least your Chartered Architectural Technologist, can force your builder to complete the building works and/or rectify defects if they refuse to do so. Depending upon the terms of your building contract, your Chartered Architectural Technologist may be empowered to issue instructions to your builder to complete the building work and/or rectify defects. If your builder fails to comply with those instructions, you may be able to enforce certain rights under the contract but you may be forced to find another builder to complete the works and/or rectify defects and then seek to recover the costs involved from your original builder. Your Chartered Architectural Technologist should be able to give you guidance on your rights under the contract and any entitlement to hold back any monies that may be due to the contractor. However, it should be understood that legal advice may be needed.

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## Professional negligence

If you are seeking redress to specific issues where you feel that the Member has made mistakes leading to defective works, you could consider litigation. You will likely need to seek legal advice to pursue a claim against the professional. It is a mandatory requirement that all Members of CIAT who offer/provide services to clients directly must obtain and maintain Professional Indemnity Insurance. This is an insurance against professional negligence. The details of the Member's insurance are personal between the Member and their insurer and CIAT will not get involved in any claims. You should seek legal advice and will need to address your claim directly to the Member.

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## Dispute Resolution

If communication has broken down between you and the Member and you need formal assistance, you may consider using the Dispute Resolution Scheme. This is run independently by the Centre for Effective Dispute Resolution (CEDR). The Scheme allows for a Mediator to come to a compromise between the parties. If this is not possible, an Arbitrator is appointed to make a legal determination upon the outcome and award costs as appropriate. It should be noted that both parties have to agree to this course of action. For further information please see: [cedr.com/solve/dispute-resolution-services/](http://cedr.com/solve/dispute-resolution-services/). Both of these processes are independent of the Institute. There are other forms of dispute resolution, or alternatively litigation, that the complainant may consider.

## Professional conduct

The procedures outlined in the *Conduct and Disciplinary Procedures* and the clauses contained in the *Code of Conduct* are intended to address your professional's behaviour and to ensure that CIAT members conduct themselves in a professional manner. The Code makes certain requirements of **every** member of CIAT and it in turn has powers to reprimand, exclude or expel the member for any breaches found. It is important to understand that this is not a legal proceeding, and whilst this may affect the professional's status, CIAT does **not** have the power to award costs or force the member to rectify any wrongdoings. If you are seeking financial redress or mediation you should pursue other avenues for a solution, either in addition to, or instead of, a complaint against the member.

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## Complaints Procedure

CIAT has a complaints area on its website which has links to download the *Complaints and Disciplinary Procedures*, *Codes of Conduct* and other information. If you wish to make a complaint to the Institute regarding any member's professional conduct, you are required to complete a Complaint Form (which can be downloaded from the Complaints' area at [ciat.org.uk](http://ciat.org.uk)) and you must identify the relevant clauses contained in the *Code of Conduct* which was in force at the time (all Codes with the relevant dates are also available in the Complaints' Area) that you, as the complainant, consider to have been breached by the member. This should be accompanied with full, relevant evidence in support of the complaint including the terms of agreement where applicable which is then sent to the member who is entitled to a right of reply.

The formal documents with full details are downloadable from the website ([ciat.org.uk/contact-us/complaint-procedures.html](http://ciat.org.uk/contact-us/complaint-procedures.html)) or can be obtained by contacting CIAT.

This leaflet is intended to provide information and be used as a guide by clients employing Chartered Architectural Technologists. It is not intended to provide or be a substitute for legal or other professional advice and it remains the client's responsibility to seek appropriate legal advice if appropriate.



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