



**Code of Conduct**  
Effective  
1 September 2020





The Code is published under the Charter, Bye-laws and Regulations approved under the Grant of Royal Charter dated 22 July 2005.

The Code has been subsequently amended at the Annual General Meetings held on 18 November 2006, 22 November 2008, 21 November 2009, 30 October 2010, 16 November 2013, 10 November 2018 and 9 November 2019. This edition of the Code became effective from 1 September 2020.

### **Transitional process: Technician members and profile candidates**

The *Code of Conduct*, effective 1 March 2019, will continue to apply to Technician members and profile candidates during the transitional process and until all Technician members and profile candidates have been transferred out of these classes.

## **Introductory Note**

*(The Introductory Note does not constitute part of the Code).*

The object of the Code of Conduct is to promote the standard of conduct, or self-discipline, required of members of the Institute and affiliates in the interest of the public. It aims to ensure:

- a) that they conduct themselves in a manner consistent with that of a professional person;
- b) that they do not gain an unfair advantage over another;
- c) that they do not misrepresent themselves or the Institute; and
- d) that the public may rely upon them for their integrity and professionalism.

The Institute will not normally use its disciplinary procedures to determine allegations of incompetence or negligence.

All members and affiliates<sup>1</sup> are governed by the Charter, Bye-laws and any Regulations of the Institute and any supplementary regulations as may be in force from time to time.

The Executive Board shall receive reports from the Conduct Committee detailing its decisions in relation to any breaches of the Code and actions taken.

For the purposes of the Code, the Institute may hold a member and affiliate<sup>2</sup> acting through a body corporate of which they are a director or a member, responsible for the acts of that body and such a member or affiliate shall so conduct the business of that body to comply with the Code of Conduct.

Definitions are detailed on pages four and five of this document and fall within the Code.

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<sup>1</sup> applies to all affiliates  
<sup>2</sup> applies to all affiliates

## The Code is divided into three sections:

### **SECTION A**

#### **members (MCIAT, FCIAT, ACIAT or students)**

All members must adhere to **Section A** of the Code of Conduct at all times and must endeavour to secure the widest possible acceptance of the Code by all other members and affiliates.

When it is alleged that any member has acted in breach of the Code, the Conduct Committee shall inform the member of their right to explain the circumstances. If the Conduct Committee considers that there is a case to answer, it shall investigate the complaint, consider the evidence at a Hearing and make its decisions. Decisions of the Conduct Committee take immediate effect.

The member and complainant have the right to attend the member's Hearing in accordance with the Conduct and Disciplinary Procedures of the Institute.

The member and complainant have the right of appeal via an independent appeals tribunal, except when the Conduct Committee has determined that there was no case to answer.

### **SECTION B**

#### **affiliates**

Architectural Technology professionals who:

- do not satisfy the academic standard criteria for membership; and/or
- are offering services directly to clients as principals (as defined in the Code).

All affiliates who practise within Architectural Technology and the built environment sector must adhere to **Section B** of the Code of Conduct at all times and must endeavour to secure the widest possible acceptance of the Code by all other affiliates and members.

When it is alleged that an affiliate has acted in breach of the Code, the Conduct Committee shall inform the affiliate of their right to explain the circumstances. If the Conduct Committee considers that there is a case to answer, it shall investigate the complaint, consider the evidence at a Hearing and make its decisions. Decisions of the Conduct Committee take immediate effect.

The affiliate and complainant have the right to attend the affiliate's Hearing in accordance with the Conduct and Disciplinary Procedures of the Institute.

The affiliate and complainant have the right of appeal via an independent appeals tribunal, except when the Conduct Committee has determined that there was no case to answer.

### **SECTION C**

#### **affiliates**

*Individuals:*

For those with an interest in Architectural Technology and/or built environment sector and wish to be associated with CIAT and support the discipline.

*Groups or body corporates:*

For entities with an interest in Architectural Technology and/or built environment sector and wish to support and be associated with the discipline of Architectural Technology and CIAT.

Affiliates who have joined as an individual due to their interest in Architectural Technology and/or the built environment; or as a group or body corporate associated with Architectural Technology and/or the built environment, must adhere to **Section C** of the Code of Conduct at all times and must endeavour to secure the widest possible acceptance of Section C of the Code by their fellow affiliates, members and all those within the group or body corporate.

When it is alleged that such affiliates have acted in breach of Section C of the Code, the Conduct Committee shall inform the affiliate of the right to explain the circumstances. If the Conduct Committee considers that there is a case to answer, it shall investigate the complaint, consider the evidence at a Hearing and make its decisions. Decisions of the Conduct Committee take immediate effect.

The affiliate and complainant have the right to attend the affiliate's Hearing in accordance with the Conduct and Disciplinary Procedures of the Institute.

The affiliate and complainant have the right of appeal via an independent appeals tribunal, except when the Conduct Committee has determined that there was no case to answer.

In the case of a Group or Body Corporate the affiliate must nominate an individual, such as the principal, partner, director, LLP member to sign and act on behalf of the group or body corporate.

### **END OF INTRODUCTORY NOTE**



# The Code

In the Code the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column if not inconsistent with the subject or context:

Words	Meaning
"affiliate"	<p>Architectural Technology professionals who:</p> <ul style="list-style-type: none"><li>• do not satisfy the academic standard criteria for membership; and/or</li><li>• are offering services directly to clients as principals.</li></ul> <p><i>Individuals:</i> For those with an interest in Architectural Technology and/or built environment sector and wish to be associated with CIAT and support the discipline.</p> <p><i>Groups or body corporates:</i> For entities with an interest in Architectural Technology and/or built environment sector and wish to support and be associated with the discipline of Architectural Technology and CIAT.</p>
"appeals procedure"	<p>A process through an independent tribunal established to consider appeals by a member, an affiliate or complainant against a disciplinary action or procedures following a Hearing except where it was determined that there was no case to answer.</p>
"Board"	<p>The Executive Board of the Institute.</p>
"Chartered Member"	<p>Members awarded the post-nominal letters MCIAT or FCIAT and use of the title "Chartered Architectural Technologist" by the Institute.</p>
"client"	<p>A person or body who commissions a service or services.</p>
"complainant"	<p>A person or body who may make a complaint to the Institute concerning the professional conduct of a member or affiliate<sup>1</sup>.</p>
"Conduct Committee"	<p>The Committee established by the Institute to consider allegations of breaches of the Code of Conduct and to agree actions in relation to the complaint.</p>

<sup>1</sup> applies to all affiliates

Words	Meaning
"conflict of interest"	Any interest, financial or otherwise, any business or professional activity, or any obligation which is incompatible with the proper discharge of a member's or affiliate's <sup>2</sup> duties
"Institute"	The Chartered Institute of Architectural Technologists.
"in writing"	All modes of representing or reproducing words in a visible form including electronic communications
"member"	Those members accepted by the Institute as a Full Member (MCIAT), Fellow Member (FCIAT), an Associate member (ACIAT) or a student member.
"practice"	One of the following: a) a sole practitioner; b) a company incorporated under the Companies Acts; c) a partnership constituted under the Partnership Act 1890; d) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2000; or e) as defined in the member's jurisdiction of business.
"principal"	A member or affiliate <sup>3</sup> who is a sole practitioner, a director, a partner or a limited liability member of a practice. This includes any member or affiliate <sup>4</sup> offering and/or providing a service.
"profile candidate"	Those persons accepted by the Institute into the class of profile candidate until the close of the transitional process following the withdrawal of profile candidate as approved by the Board. Profile candidates shall comply with the Code of Conduct effective 1 March 2019.
"Technician"	Those persons accepted by the Institute into the class of Technician member, TCIAT, until the close of the transitional process following the withdrawal of Technician member class as approved by the Board. Technician members shall comply with the Code of Conduct effective 1 March 2019.

Words importing the singular number only shall include the plural number and vice versa. Words of any gender shall be held and construed to include any other gender. Words importing persons shall include corporations.

<sup>2</sup> applies to all affiliates  
<sup>3</sup> applies to all affiliates  
<sup>4</sup> applies to all affiliates



## Section A

### members (MCIAT, FCIAT, ACIAT or students)<sup>1</sup>

<sup>1</sup> Technician members, TCIAT and profile candidates must comply with the Code effective 1 May 2019

#### Clause A1: Professional Conduct

The members shall at all times:

- A1a) act with integrity so as to uphold the standing and reputation of the Institute;
- A1b) act faithfully and honourably in their professional responsibilities;
- A1c) rely only on merit or fair competition to secure commissions and appointments;
- A1d) not seek directly or indirectly to injure the professional reputation of another;
- A1e) not knowingly misrepresent the views of the Institute;
- A1f) not knowingly misrepresent their professional qualification;
- A1g) describe themselves factually and/or in good faith.

#### Clause A2: Descriptors

- A2a) Only Chartered Members may use the post-nominal letters MCIAT and describe themselves as Chartered Architectural Technologists, unless:
  - i. the Board approves either generally or specifically the use of any other description: or
  - ii. they possess other qualifications or perform other functions which allow the use of other descriptions.
- A2b) Only those Chartered Members who have also been awarded Fellow Membership may use the post-nominal letters FCIAT and may describe themselves as a Fellow Member, unless:
  - i. the Board approves either generally or specifically the use of any other description; or
  - ii. they possess other qualifications or perform other functions which allow the use of other descriptions.

#### Clause A3: Practice Registration

- A3a) Only Chartered Members may act as principals and offer and/or provide services directly to a client.
- A3b) Associate members and student members are not permitted to act as principals and offer and/or provide services to a client.
- A3c) Chartered Members acting as principals shall:
  - i. obtain and maintain formal registration of their practice with the Institute; and
  - ii. comply with the requirements for registration as published by the Institute from time to time.
- A3d) Only such Chartered Members who have registered their practice in accordance with Clause A3c i) and ii) above may refer to their registered practice as a “CIAT Chartered Practice” and make use of the CIAT Chartered Practice logo, subject to obtaining a license for its use.

#### Clause A4: Professional Indemnity Insurance

Chartered Members who:

- A4a) provide services directly to a client shall obtain and maintain adequate professional indemnity insurance;
- A4b) are principals of a practice providing services directly to a client shall ensure that adequate professional indemnity insurance is obtained and maintained by that practice;
- A4c) were principals but who have ceased to provide services directly to clients shall take all reasonable steps to either:
  - i. ensure that adequate run off professional indemnity insurance cover is effected; or
  - ii. discharge their duty whilst protecting the interest of their clients;
- A4d) are or were principals shall on request by the Institute provide the necessary evidence to demonstrate compliance with clauses A4a) - A4c) above.

**Clause A5: Offering and/or Providing Services Directly to a Client**

- A5a) Only Chartered Members may advertise their membership of the Institute as a professional qualification to secure commissions directly from a client.
- A5b) Chartered Members acting as principals of a practice shall:
- i. before commencing work on any commission, ensure that their terms of engagement have been given in writing to the client;
  - ii. satisfy themselves that those terms have been accepted;
  - iii. endeavour to ensure that the services offered and/or provided by their practice are appropriate to their client's requirements;
  - iv. endeavour to ensure that the client's existing professional advisers (if any) have been consulted and endeavour to ensure that all responsibilities to those persons have been appropriately discharged;
  - v. not misrepresent the services available by their practice; and
  - vi. decline to offer and/or provide a service to their client if they knowingly lack adequate resources or if appropriate, advise or recommend the necessity of assistance from a suitably qualified professional.

**Clause A6: Conflicts of Interest**

- A6a) Chartered Members offering and/or providing services directly to a client shall take reasonable precautions to ensure that no conflict of interest arises between that client and themselves.
- A6b) Employed members shall take reasonable precautions to disclose to their employer any conflict of interest which arises between themselves and their employer.
- A6c) Any members perceiving a potential conflict of interest shall report that conflict in writing to either their client or employer as appropriate at the earliest opportunity.

**Clause A7: Continuing Professional Development**

The members (excluding student members) shall:

- A7a) keep themselves informed of current practices and developments appropriate to the type and level of their responsibilities; and
- A7b) be able to provide evidence that they have complied with the requirements for continuing professional development (CPD) as published by the Institute from time to time.

**Clause A8: Breaches of the Code**

The members shall:

- A8a) report to the Institute any alleged breaches of the Code by themselves of which they become aware;
- A8b) not at any time seek to dissuade, penalise or unreasonably discourage any person from bringing or pursuing a complaint against a member or affiliate; and
- A8c) when subject to an investigation by the Institute of an alleged breach of the Code, use their best endeavours to assist in that investigation at their own cost.

**Clause A9: Bankruptcy and Insolvency**

A member shall report to the Institute within 28 days, 35 days if resident overseas, if they are:

- A9a) made the subject of an order of court disqualifying them from acting as a company director; or
- A9b) made the subject of a bankruptcy order; or
- A9c) a director of a company which is wound up (other than for amalgamation or reconstruction purposes).

**Clause A10: Cessation of Membership**

Immediately upon ceasing to be members of the Institute, the members shall:

- A10a) cease referring to themselves as a member of the Institute;
- A10b) return their certificates of membership and membership card to the Institute; and
- A10c) take all reasonable steps to prevent third parties describing them as members.

**END SECTION A**



## Section B

### affiliates

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Architectural Technology professionals who:

- do not satisfy the academic standard criteria for membership; and/or
- are offering services directly to clients as principals (as defined in the Code).

#### Clause B1: Professional Conduct

Affiliates shall at all times:

- B1a) act with integrity so as to uphold the standing and reputation of the Institute;
- B1b) act faithfully and honourably in their professional responsibilities;
- B1c) rely only on merit or fair competition to secure commissions and appointments;
- B1d) not seek directly or indirectly to injure the professional reputation of another;
- B1e) not knowingly misrepresent the views of the Institute;
- B1f) not knowingly misrepresent their professional qualification or the affiliate status;
- B1g) describe themselves factually and/or in good faith.

#### Clause B2: Descriptor

Affiliates may only describe themselves as an affiliate or make use of the affiliate logo, subject to obtaining a licence for its use, as and if prescribed by the Board unless:

- B2a) the Board approves either generally or specifically the use of any other description; or
- B2b) they possess other qualifications or perform other functions which allow the use of other descriptions.

#### Clause B3: Practice Registration

B3a) Affiliates may act as principals and offer and/or provide services directly to a client.

B3b) 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 as published by the Institute from time to time.

#### Clause B4: Professional Indemnity Insurance

Affiliates who:

- B4a) provide services directly to a client shall obtain and maintain adequate professional indemnity insurance;
- B4b) are principals of a practice providing services directly to clients shall ensure that adequate professional indemnity insurance is obtained and maintained by that practice;
- B4c) were principals but who have ceased to provide services directly to clients shall take all reasonable steps to either:
  - i. ensure that adequate run off professional indemnity insurance cover is effected; or
  - ii. discharge their duty whilst protecting the interest of their clients;
- B4d) are or were principals shall, on request by the Institute, provide the necessary evidence to demonstrate compliance with clauses B4a)-B4c) above.

#### Clause B5: Offering and/or Providing Services Directly to a Client

B5a) Affiliates may not advertise their status of the Institute as a professional qualification to secure commissions directly from a client.

B5b) Affiliates acting as principals of a practice shall:

- i. before commencing work on any commission, ensure that their terms of engagement have been given in writing to the client;
- ii. satisfy themselves that those terms have been accepted;
- iii. endeavour to ensure that the services offered and/or provided by their practice are appropriate to their client's requirements;
- iv. endeavour to ensure that the client's existing professional advisers (if any) have been consulted and endeavour to ensure that all responsibilities to those persons have been appropriately discharged;
- v. not misrepresent the services available by their practice; and
- vi. decline to offer and/or provide a service to their client if they knowingly lack adequate resources or if appropriate, advise or recommend the necessity of assistance from a suitably qualified professional.

**Clause B6: Conflicts of Interest**

- B6a) Affiliates offering and/or providing services directly to a client shall take reasonable precautions to ensure that no conflict of interest arises between that client and themselves.
- B6b) Employed affiliates shall take reasonable precautions to disclose to their employer any conflict of interest which arises between themselves and their employer.
- B6c) Any affiliate perceiving a potential conflict of interest shall report that conflict in writing to either their client or employer as appropriate at the earliest opportunity

**Clause B7: Continuing Professional Development**

Affiliates shall:

- B7a) keep themselves informed of current practices and developments appropriate to the type and level of their responsibilities; and
- B7b) be able to provide evidence that they have complied with the requirements for continuing professional development (CPD) as published by the Institute from time to time.

**Clause B8: Breaches of the Code**

An affiliate shall:

- B8a) report to the Institute any alleged breaches of the Code by themselves of which they become aware;
- B8b) not at any time seek to dissuade, penalise or unreasonably discourage any person from bringing or pursuing a complaint against an affiliate or member; and
- B8c) when subject to an investigation by the Institute of an alleged breach of the Code use their best endeavours to assist in that investigation at their own cost.

**Clause B9: Bankruptcy and Insolvency**

An affiliate shall report to the Institute within 28 days, 35 days if resident overseas, if they are:

- B9a) made the subject of an order of court disqualifying them from acting as a company director; or
- B9b) made the subject of a bankruptcy order; or
- B9c) a director of a company which is wound up (other than for amalgamation or reconstruction purposes).

**Clause B10: Cessation of affiliate Status**

Immediately upon ceasing to be an affiliate, they shall:

- B10a) cease referring to themselves as an affiliate of the Institute;
- B10b) cease all use of the affiliate logo; and
- B10c) take all reasonable steps to prevent third parties describing them as an affiliate.

**END SECTION B**



## Section C

### affiliates

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#### *Individuals:*

For those with an interest in Architectural Technology and/or built environment sector and wish to be associated with CIAT and support the discipline.

#### *Groups or body corporates:*

For entities with an interest in Architectural Technology and/or built environment sector and wish to support and be associated with the discipline of Architectural Technology and CIAT.

#### **Clause C1: Professional Conduct**

The affiliate shall at all times:

- C1a) act with integrity so as to uphold the standing and reputation of the Institute;
- C1b) act faithfully and honourably in their professional responsibilities;
- C1c) not seek directly or indirectly to injure the professional reputation of another;
- C1d) not knowingly misrepresent the views of the Institute.

#### **Clause C2: Descriptor**

Affiliates may only describe themselves as an affiliate or make use of an affiliate logo, subject to obtaining a licence for its use, as and if prescribed by the Board unless:

- C2a) the Board approves either generally or specifically the use of any other description; or
- C2b) they possess other qualifications or perform other functions which allow the use of other descriptions.

#### **Clause C3: Practice Registration for Groups and Body Corporates**

Entities must comply with the requirements for registration as Groups or Body Corporates as an affiliate as published by the Institute from time to time.

#### **Clause C4: Breaches of the Code**

An affiliate shall:

- C4a) report to the Institute any alleged breaches of the Code by themselves of which they become aware;
- C4b) not at any time seek to dissuade, penalise or unreasonably discourage any person from bringing or pursuing a complaint against an affiliate or a member; and
- C4c) when subject to an investigation by the Institute of an alleged breach of the Code use their best endeavours to assist in that investigation at their own cost.

#### **Clause C5: Cessation of affiliate Status**

Immediately upon ceasing to be an affiliate they shall:

- C5a) cease referring to themselves or their Group or Body Corporate as affiliated to the Institute;
- C5b) cease all use of the affiliate logo; and
- C5c) take all reasonable steps to prevent third parties describing them as affiliated to CIAT.

**END SECTION C**





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