



Chartered Institute of
Architectural Technologists

Working with a Chartered Architectural Technologist



Once you have selected your Chartered Architectural Technologist, MCIAT, to work on your project with, you can begin to make your dream a reality.

A Chartered Architectural Technologist will work with you from conception through to final certification to achieve your project.

This booklet is intended to provide information and can be used as a guide by clients commissioning a Chartered Architectural Technologist. 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 professional advice.

This booklet is intended to give advice for domestic and residential projects but Chartered Architectural Technologists can work on all types of projects.

This booklet accompanies the *Finding a Chartered Architectural Technologist* booklet which details what a Chartered Architectural Technologist does and how you can find one.

Cover image: Afan Valley Cycle Centre, Wales project by Derrick Wobey MCIAT, BBA Architects Ltd, www.bba-architects.co.uk

Commencing your project

Having selected your **Chartered Architectural Technologist**, the nature and scope of a Chartered Architectural Technologist's design services are matters for agreement between you, the client, and the Chartered Architectural Technologist.

Your Chartered Architectural Technologist will discuss your design requirements with you and can advise upon the type and quality of materials for use in the proposed work.

How do I get started?

No matter how small or large your project maybe, you should begin your project by meeting your Chartered Architectural Technologist to discuss and assess your needs, in order to agree a project brief. This includes identifying possible options available to you, budget limits and a timescale for the completion of the works. It may also involve a preliminary feasibility study based upon your brief.

A feasibility study may involve:

- Considering whether your brief can be implemented within your budget limits;
- Advice and recommendations upon any site investigations or tests that may be required, for example, to establish the ground conditions at your property;
- The need to involve other professionals to undertake these investigations or tests, or indeed to provide other specialist services for your project; and
- Advice as to whether any statutory approvals may be required before works commence.

The terms of engagement should be understood and agreed in writing.

What is required of me during the whole project?

For your project to be a success, all parties involved should be honest and realistic about the budget from the outset. You should develop and communicate a clear brief to your Chartered Architectural Technologist and ensure that you are able to commit sufficient time and energy to the project, so that decisions can be made and queries responded to promptly throughout the time spent on your project. All matters must be communicated to your Chartered Architectural Technologist through one point of contact authorised to speak on your behalf.

If you have employed a Chartered Architectural Technologist to act as the contract administrator, you should communicate matters relating to the building works through him (and not to the building contractor), in order that he can properly manage the building contract.

Do I need to agree anything in writing with my Chartered Architectural Technologist before work commences?

In order to provide for certainty and avoid potential disputes at a later stage, it is always prudent to agree in writing the scope and the terms of your Chartered Architectural Technologist's services.

The recommended time to ensure this, is when your instructions are being discussed and accepted. Many Chartered Architectural Technologists will have standard Conditions of Engagement which set out the duties and obligations between yourself and your Chartered Architectural Technologist.

This could be a letter of engagement or a formal contract, but your Chartered Architectural Technologist must record their terms of engagement in writing in accordance with CIAT's Code of Conduct.

What should be covered in the Conditions of Engagement or letter of engagement?

It is usual to 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 nature of the drawings and specification to be provided;
- The extent to which you require your Chartered Architectural Technologist to assist you to select materials and engage a builder. Also, whether, or the extent to which, your Chartered Architectural Technologist will monitor the builder's work and monitor relations between you and the builder, for example, the payment for the builder's work. This is an optional service to be agreed if required;
- The likely reasonable timescales for the provision of your Chartered Architectural Technologist's services;
- The fee to be charged by your Chartered Architectural Technologist, how it is calculated and details of the method of payment required;
- To identify those services which may be undertaken by other professionals;
- The circumstances in which the contracted arrangements may be terminated and dispute resolution methods.

Obtaining Planning permission and Building Regulations approval

Your Chartered Architectural Technologist can take all necessary and appropriate steps to prepare the relevant plans and applications required by Local Authority Planners and the Building Inspector.

However, it is the Local Authority Planning Committee who decides whether Planning permission will be granted for any particular project and it is the local Building Control Authority or Approved Inspector who decides whether Building Regulations approval will be granted.

Your Chartered Architectural Technologist has no control over whether the statutory approvals are granted, there can be no guarantee of approval. There is a charge for these applications for which you will be responsible, and there may be further inspection charges under the Building Regulations. They are normally separate to the charges for professional services.

What are statutory approvals?

Statutory approvals is an expression which refers to the need to obtain Planning permission and Building Regulations approval for your proposed work. Your Chartered Architectural Technologist can advise you if those, or other, approvals are required for your project. Where appropriate they will prepare the relevant plans and applications on your behalf as part of the design services. Other consents or actions may also be required by law, depending on your type of project. Examples are the Construction (Design and Management) Regulations 2007 and the Party Wall etc. Act 1996. Again your Chartered Architectural Technologist will be able to advise you.

Building your project

Many building projects call for specialist advice from other professionals working in the built environment such as a structural engineer, a quantity surveyor, an energy consultant and a CDM coordinator. With your Chartered Architectural Technologist, they would work together as a team on your project.

For example, a structural engineer might prepare structural drawings and undertake calculations for foundations and for load bearing beams. 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 keep a check upon the cost of the work that has been undertaken by the builder 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 CDM coordinator would have overall responsibility for coordinating the health and safety aspects of the design and its integration with the building work.

If I need to involve another professional, how do I go about employing them?

Usually, you will need to employ the services of the other professionals in a similar manner to your Chartered Architectural Technologist. You will have separate contracts with each of the professionals you decide to employ. 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.

Will my Chartered Architectural Technologist supervise the building works?

No. normally a Chartered Architectural Technologist undertakes to visit at appropriate stages to inspect generally the progress and quality of work. It is the builder's responsibility to supervise their own employees and sub-contractors to achieve the appropriate result.

How do I go about employing a builder?

You may already know which builder you wish to employ, but if you do not already have one in mind, you can seek assistance from your Chartered Architectural Technologist in the selection and employment of a builder.

Factors which influence the selection of suitable builders include their skills and experience, track record, 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.

Do I need to employ the builder myself?

Yes. It is fundamentally important to realise that you 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 your Chartered Architectural Technologist's design, in accordance with good 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 called a Building Contract. Your Chartered Architectural Technologist will be able to advise you upon the appropriate form of contract to use.

What can I expect from my Chartered Architectural Technologist if I have asked him to execute stage inspections?

Provided that you have agreed in advance, it is normal for your Chartered Architectural Technologist to visit the building site from time to time to check on the progress of the works and to see that they are being carried out generally in accordance with the standards required of the builder. In so doing, your Chartered Architectural Technologist will not be able to examine the works in fine detail and because your Chartered Architectural Technologist will not be providing continuous direction to the builder, some defects and insufficiencies may be hidden or covered and escape your Chartered Architectural Technologist's notice. In those circumstances, you generally retain the right to require the builder to rectify any such defects and insufficiencies that come to light.

Contracts, certificates and insurance

Are there circumstances in which my Chartered Architectural Technologist will 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 the mutual rights and obligations and 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 usually inspect the work carried out by your builder at certain stages, assessing and, if appropriate, certifying requests for payment by your builder, instructing removal of defective work and making decisions and adjustments to the building contract when the builder has carried out more work than he originally agreed to carry out and/or when the builder requires more time in which to complete his work.

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

At the start of a building contract, you and your builder will normally have agreed the exact 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 the additional labour and materials and there may be additional time needed on site. Additionally, if the 'variations' do 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.

What is '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 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 work that has been properly carried out is certified for payment. They must do this within a set timescale.

Certificates issued during the work 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 again, 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.

My bank or building society requires certificates from my Chartered Architectural Technologist. What certificates are these?

Sometimes, banks or buildings societies who are providing the funding for your building work require sight of the Interim and Final certificates issued by your Chartered Architectural Technologist as the work progresses. This generally does not pose any difficulties.

However, sometimes there is a requirement for your Chartered Architectural Technologist to sign a professional consultant's certificate. This is a specific form of certificate which is usually required if you are planning to sell your property to a third party once the work is complete.

If there is any possibility that such a certificate will be required you should tell your Chartered Architectural Technologist at the very earliest opportunity because, amongst other things, such

certificates normally require the professional consultant to maintain a minimum level of professional indemnity insurance cover and your Chartered Architectural Technologist will want to ensure that they are maintaining that level of cover before commencing work on your behalf.

What is professional indemnity insurance?

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.

What is the difference between a structural warranty and professional indemnity insurance?

Where professional indemnity insurance is a cover against allegations of breach of duty of care, a structural warranty would usually guarantee against building faults or structural defects for a period of ten years. Details of both should be checked.

Will my Chartered Architectural Technologist carry professional indemnity insurance?

Under the Institute's Code of Conduct, all members of CIAT are required to obtain and maintain adequate professional indemnity insurance if providing services directly to clients.

Post construction and complaints

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.

Where 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.

What happens if I have an issue or complaint about my 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. Members are required to act with integrity, faithfully and honourably. In the unlikely event that any member fails to reach the required standard of professional practice, the Institute has a procedure to deal with these occurrences.

If you should have a complaint against your Chartered Architectural Technologist, you must complete a Complaint Receipt Form which identifies the relevant clauses contained in the Code of Conduct, that you consider has been breached by your Chartered Architectural Technologist. This is accompanied by full information in support of the complaint which is sent to the member, by the Institute, who is entitled to a right of reply.

The Institute's Conduct Committee is then convened to investigate any breaches of the Code of Conduct. The Conduct Committee has the power to determine, in the first instance, if there is a case to answer and/or further information is required. If it is found that there is a case to answer then the issue is taken to a formal Hearing. The Conduct Committee has the power to seek an undertaking from the member to refrain from further breaches, reprimand, suspend (with or without reassessment) or expel the member.

It is understood that in some instances, the above procedure may not be suitable as it is not a legal proceeding and the Conduct Committee cannot make any decisions in respect of fees, award costs or compensation etc. The Institute, therefore, has in place a Dispute Resolution Scheme which is run independently by the IDRS, a subsidiary of the Chartered Institute of Arbitrators. The Scheme allows for various dispute resolution methods to suit the circumstances. It should be noted that it is a legal requirement for both/all parties to agree to this course of action. There are other forms of dispute resolution, or alternatively litigation, that the complainant may consider. The formal documents with full details are downloadable from our website:

www.ciat.org.uk/en/the_institute/Regulations/Complaints_procedure

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