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NCSA 01/REF/G

Reference Guide For Candidates

aaca

Architects Accreditation Council of Australia
PO Box 236
Civic Square ACT 2608

**Competency Based Assessment
in Architecture**

A REFERENCE GUIDE FOR CANDIDATES

for the AACA

ARCHITECTURAL PRACTICE EXAMINATION (APE)

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Bibliography

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PREAMBLE

This document is a guide to the matters which may be referred to by the Assessors in conducting the Architectural Practice Examination. It is not an exhaustive statement of all the matters which may be raised; neither is it an indication of the depth and detail of the knowledge which may be required. It is intended only as an indication of the scope of the Examination and is not a substitute for the references set down in Section 6 of this document.

The document NCSA01/GC A Guide for Candidates should be consulted for details of the required practical experience and for details of the conduct of the examinations.

Throughout the document, reference is made to Advisory Notes produced by The RAIA Practice Services. Every effort has been made to ensure that the references to the Advisory Notes are current at the date of publication. The Notes are subject to revision on a regular basis; it is therefore essential that Candidates check to ensure that they are using the latest available version of any advisory note. It is also essential that Notes are checked to ascertain whether amendments have occurred or additional Notes have been issued.

1 THE PROFESSION

1.1 HISTORICAL AND SOCIAL CONTEXT

History of the profession in Australia

The position of the profession in the community

Responsibility to the community

The Architect's obligation to Clients and the community in the advancement of architecture and consideration of the environment: the balance of conflicting responsibilities

Community influence

The role and responsibility of architects to exercise their skill and professional expertise for the benefit of the community as a whole

1.2 REGULATION OF THE PROFESSION

1.2.1 Architects Act and Regulations/By-laws (Relevant State):

Registration Authorities

The Registration Authorities are:

NSW	Board of Architects of New South Wales
Victoria	Architects Registration Board of Victoria
Queensland	The Board of Architects of Queensland
SA	The Architects Board of South Australia
WA	Architects Board of Western Australia
Tasmania	Board of Architects of Tasmania
ACT	Architects Board of the Australian Capital Territory
NT	Northern Territory Architects Board

Main Object

To protect the public (not architects) by the maintenance of academic and other standards

Function

Establish a Regulatory Authority to administer the Act, Regulations and By-laws

Powers, functions and regulatory role; differ from State to State

Members elected by the profession or appointed by the Government, or both

Prohibited practices and Behaviour

For registered persons the requirements differ from State to State. However, provisions generally cover the committing of offences, misconduct in accepting secret commissions, failure to account, etc. Codes of Ethics exist in some States, not in others

Prohibit unregistered persons from using the title 'Architect' and certain derivatives thereof, with exceptions, such as Naval Architects, Landscape Architects, Public Servants, etc. (Vary from State to State). In some States, restrict the nature of practice to persons registered to perform certain prescribed work

Practising through Companies

Rules relating to control, shareholding, indemnity insurance (not in all States at present)

1.2.2 Professional Responsibility:

As a professional

Social and legal expectation of a high standard in business and community activities

1.3 REPRESENTATIVE BODIES

1.3.1 Architects Accreditation Council of Australia Inc (AACA):

The Architects Accreditation Council of Australia is a national body formed by the Registration Boards of each State and Territory for the consideration of matters of common concern or interest.

The main objective of the Council is recognition, accreditation and coordination of acceptable academic standards and registration practices in the interest of national and international professional reciprocity in architecture

1.3.2 Royal Australian Institute of Architects:

Objects include

- To advance architecture
- To represent the profession
- To preserve professional integrity
- To serve and promote interests of the membership
- To foster public appreciation of architecture
- To advance the standards of architectural education, training, practice and research
- To recognise and reward architectural merit

Administration

National Council and State/Territory Chapters

National Council

Councillors elected by Chapter members from each State/Territory plus four nationally elected Councillors

The role of Council is to establish the strategic objectives of the Institute, to consider, adopt and review policy and to monitor the actions and performance of the Executive and management

State/Territory Chapters

Administered by Chapter Councils

Boards and Committees on matters such as practice, education, professional development, environment regulations, public affairs, international affairs and other fields

Members

Subscribe to the Code of Professional Conduct

Work towards the objectives of the RIAA and other bodies, i.e. UIA, CAA, Council of Professions, Boards of Architects, AACA

1.3.3 Association of Consulting Architects (ACA):

The Association of Consulting Architects was formed in July 1988 to represent Architectural Practices. It is a national organisation with members in all States and Territories. It has a membership in excess of 550 practices.

One of ACA's major roles is to represent the interests of architectural practices on industrial bodies and to government as well as providing ongoing advice on industrial relations matters to its members.

1.3.4 Other Organisations:

Architects' Association of Australia (AAA)
Commonwealth Association of Architects (CAA)
International Union of Architects (UIA)

1.3.5 Required Qualifications for Registration:

In each State and Territory of Australia it is a legal requirement that any person using the title 'architect' or offering services to the public as an architect, must be registered with the Registration Authority in that jurisdiction.

Generally, the following three steps outline the requirements for registration as an architect in a State or Territory of Australia:

1. a recognised academic qualification in architecture

OR

a pass in the National Program of Assessment (NPrA),

OR

a pass in the Built Works Program of Assessment (BWPrA) currently offered in NSW only,

OR

a pass in the relevant Registration Board Prescribed Examinations where offered;

AND

2. a period of training through experience followed by successful completion of the AACA Architectural Practice Examination (APE);

AND

3. application for registration to the Registration Authority in the State or Territory in which registration is sought.

2 THE CONSTRUCTION INDUSTRY

2.1 PARTICIPANTS

2.1.1 Building Owners:

Referred to as the Client, Proprietor, Principal or Employer

May be an individual, a corporation, a partnership, an unincorporated association, a statutory corporation or a government department

2.1.2 Contractors:

Builders, Main Contractors and Subcontractors

May be an individual though more often will be a corporation

2.1.3 Professions:

Architects, Engineers (all types) and specialist consultants

May be a sole practitioner, a partnership or, where incorporation is permitted, a corporation

2.1.4 Government:

Commonwealth, State and Local

Often as a regulatory body controlling building, planning and construction. May also be the Client

2.1.5 Others:

Manufacturers and Suppliers
Research Organisations
Educational Institutions
Financial Institutions
Unions
Media

2.2 REPRESENTATIVE BODIES (vary in the different States):

Property Council of Australia (PCA)
Master Builders Associations (State) (MBA)
Australian Institute of Building (AIB)
Building Industry Sub-Contractors Organisation of Australia (BISCOA)
Building Industry Suppliers Association (BISA)
Building and Construction Council (NSW) (BCC)
Building Science Forum (BSF)
Australian Institute of Building Surveyors (AIBS)
Local Government Association (LGA)
Standards Association of Australia (SAA)
Commonwealth Scientific & Industrial Research Organisation (Division of Building Research) (CSIRO)
National Association of Testing Authorities (NATA)
Australian & New Zealand Architectural Science Association (ANZASA)

2.3 ROLE IN THE NATIONAL ECONOMY

The diversity of the industry, direct and indirect employers, consumers of goods and services, relationship to national economic growth and productivity and use as an economic regulator through monetary and fiscal policies

2.4 ORGANISATIONS

2.4.1 Companies:

Companies Act (each State) controls the formation, management and transfer of ownership of companies

Business Names Act

Limited Liability Company - most common form

Liability is limited to the value of the share capital of the company

Members' (shareholders) liability is limited to the value of shares held. A company is a separate legal entity

Proprietary Company (private) Pty Ltd

May not make public floats and share transfers are limited

Minimum of two, maximum of fifty members

Public Company

Shares freely transferable, more strictly regulated

Memorandum of Association

Sets out the objects and powers of the company

Articles of Association

Regulate the operation of the company including share transfers, meetings, powers and duties of directors and payment of dividends

2.4.2 Partnerships:

"A relationship which subsists between persons carrying on a business in common with a view to profit"

Partnership Act (each State) sets out indicia of the existence of a partnership

No form of agreement is prescribed

Number of partners is limited to twenty by the Companies Act or fifty for some professions

2.4.3 Unincorporated Associations:

Informal group associated for some common purpose

Some States have legislation allowing limited incorporation of such organisations

Must know the constitution of the association, the authority of officers to incur debts, etc., and whether an adequate common fund exists for such liabilities

2.5 INDUSTRIAL LAW

2.5.1 Federal Conciliation and Arbitration System:

Constitutional limitation

Conciliation and Arbitration Commission

2.5.2 State Systems:

Wages Boards

Victoria and Tasmania

Court Systems

W.A. and Queensland

Mixed Systems

N.S.W. and S.A.

2.5.3 The Unions:

Construction Forestry Mining and Energy Union

Numerous Craft Unions

for example: The Amalgamated Society of Carpenters and Joiners (ASC & J)

Plumbing

Metalwork

Electrical

2.5.4 Legislation Affecting Employment:

Conciliation and Arbitration Act (Cth.)

State Industrial Acts

Annual Holidays Acts

Long Service Leave Act

Workers Compensation Act

3 CONSULTANTS

Note: Reference to Advisory notes is not exhaustive. The intention is to direct candidates to key notes. The numbering of Advisory Notes changes from time to time. References given below relate to the 2003 Index. Where a topic heading is followed by references to advisory notes with no title indicated, the referenced notes relate to the same topic until a new subject reference is provided.

3.1 REPRESENTATIVE BODIES - Institutes and Associations

Consulting Engineers

Association of Consulting Engineers of Australia (ACEA)

Quantity Surveyors

Australian Institute of Quantity Surveyors (AIQS)

Surveyors

Australian Institution of Surveyors (AIS)

Planners

Royal Australian Planning Institute (RAPI)

Landscape Architects

Australian Institute of Landscape Architects (AILA)

3.2 SELECTION

Matters for Architect to Check

Capacity

Past performance with other Architects

Indemnity insurance

Size of firm related to services to be performed

Experience in field of project

Timetable of services

AN 12.01.100 Secondary Consultants

3.3 APPOINTMENT

3.3.1 Engaged by Client:

Architect, if Principal Consultant, to ensure that:

Engineers, Surveyors, Planners, Landscape Architects

Communications are through the Architect to the Client, and vice versa – including:

Instructions
Accounts
Enquiries
Letters

Conditions of Engagement are consistent with those of the Architect

Fees are included in overall budget advice to Client by Architect

Consultant professional indemnity insurance is in place and is adequate

Any Conditions of Engagement which may be to the disadvantage of the Client, such as Limitation of Liability Clauses, are drawn to the attention of the Client

Advantages

To Client and to Architect

Consultant is directly liable to the Client

Disadvantages

Client has more than one person to account for damages suffered

Difficulties of demarcation/coordination of services may arise

3.3.2 Engagement by Architect:

Architect to ensure in addition to items above:

Engineers, Surveyors, Planners, Landscape Architects

Liability of consultant is not limited by terms of engagement

Method of resolving disputes is not in conflict with Architects Professional Indemnity Insurance

Fee agreement as to amount and periods of payment is defined

Client is aware of, and accepts liability for, increased Architects fees

The arrangement is satisfactory to the Architect's insurer

AN 12.01.100 Secondary Consultants
AN 10.01.100 Responsibility for
AN 10.01.108 AS 4121 (int) Selection of Consultants
AN 12.02.100 Subconsultant Agreements (long form)
AN 12.02.101 Subconsultant Agreements (short form)

3.4 TYPES

Engineers

Civil, structural, mechanical, hydraulic, traffic and electrical

Quantity Surveyors

Landscape Architects

Town Planners

Land Surveyors

Interior Designers

Acoustic Consultants

AN 12.01.101	Quantity Surveyors Fees
AN 12.01.103	Consulting Engineers Conditions of Engagement
AN 12.01.601	ACEA Short Form of Agreement for Consulting Engineering Services
AN 13.01.101	Surveys
AN 12.01.100	Acoustic Consultants

4 LEGAL ASPECTS OF ARCHITECTURAL PRACTICE

4.1 CONTRACTS

4.1.1 Essential Elements:

Intention, offer and acceptance, consideration, capacity, consent and legality

4.1.2 Building Contracts:

Characteristics:

Provisions to vary the contract work; pay progressively; complete within specified time; extend time to complete; rectify defective work; settle disputes; award liquidated damages for late completion; determination of employment; handle bankruptcy or insolvency of either party

4.1.3 Standard Forms:

<u>Standard form</u>	<u>Advisory note</u>
ABIC BW-1 2002	AN 15.40.101
ABIC MW-1 2003	AN 15.20.101
ABIC SW-1 2002	AN 15.30.100
ABIC SW- 2002 - All state and territory housing variants	
ABIC BW1 Contract	AN 15.40.100
ABIC EW - Contract	AN 15.05.100
Advice to client on advantages of Standard RAIA Contracts (guide letter)	AN 09.01.018
Standards Australia - difference between AS 400 and AS 2124	AN 05.01.101

4.1.4 Architect's Position:

Generally as the agent of the Proprietor with a duty to act fairly between the parties

Role defined in Conditions of Engagement

Must not clash with provisions of building contract

4.1.5 Contract Conditions:

Prescribe the procedures for administration, the performance of obligations and the sanctions for non-performance

4.1.6 Administration:

Refer to Section 5

4.1.7 Selection of Contract Form:

Refer to Section 5

4.1.8 Limitation of Actions:

Refer to Section 4.3.1

4.2 TORTS

Definition:

A civil wrong, other than a breach of contract, the remedy for which is an action for damages

4.2.1 Negligence:

Elements:

A duty of care recognised by the law

A breach of that duty of care, i.e. failure to exercise the required standard of care

Physical damage or injury

4.2.2 Negligent Misstatement:

A person in the business of giving advice or who undertakes an equivalent responsibility may be liable for losses suffered by another person who acted in reliance on negligently given advice irrespective of the existence of a contract between the persons concerned

4.2.3 Nuisance:

Private

The indirect or consequential interference with the land of others or with their enjoyment or use of that land

Public

A substantial and unreasonable interference with the comfort or convenience of the public

4.2.4 Trespass:

A direct interference with the land of others or with their use or enjoyment of the land

4.2.5 Defamation:

Statements (written or spoken) made by a person about another which tend to lower that person in the estimation of others by making them think less of the person

4.2.6 Liability of Occupiers:

To:

contractors

invitees

licensees

trespassers

For:

dangerous property or operations

4.2.7 Vicarious Liability:

Employers for:

employees

for independent contractors

4.2.8 Limitation of Actions:

AN 08.02.100 Architects Liability
AN 08.02.403
AN 08.02.404 compared with contracts

4.3 LEGAL LIABILITIES OF THE ARCHITECT

4.3.1 In Contract:

Duty to Client to exercise reasonable skill in the performance of professional activities

Liability for six years from date of negligent act for contracts only signed (Simple Contracts)

Liability for fifteen years from date of negligent act for contracts under seal (Deeds)

4.3.2 In Tort:

General duty of care to persons who may suffer loss or injury due to the negligent act of an Architect not exercising reasonable skill

Liability for 6 years from date injury occurs

May vary in some States

4.3.3 Insurance to cover Liability:

Professional Indemnity

Refer to 4.6.1

4.3.4 Examples of Negligence:

Failure to observe statutory requirements

Failure properly to inspect

Dimensional errors

Structural inadequacy

Omissions from drawings or specification

Failure properly to estimate

Design does not satisfy function

Failure to undertake proper site investigations

Exceeding authority

AN 02.01.100 Retention of Documents
AN 12.01.400 Beware of Your Influence on Your Structural Engineer's Design Mancer Building Company Ltd v St Mary's Private Hospital
AN 13.04.100 Architects' Inspection Services
AN 08.02.100 Architect's Liability
AN 10.01.402 The Client Architect Agreement
AN 12.01.100 The Architect and Secondary Consultants
AN 10.05.111 Inspections of property
AN 13.01.703 'The Sick Building Syndrome' - the Liability of Architects in the Design of Buildings
AN 13.01.800 Indoor Air Pollution
AN 02.03.101 Slippery floors
AN 13.03.109 Managing the Project Budget
AN 13.03.400 Liability for Overshooting the Budget

4.4 DISPUTE RESOLUTION

4.4.1 In Building Contract:

Disputes which arise in building contracts have traditionally been brought to finality by negotiation, arbitration or litigation

4.4.2 Tendencies:

There has been a tendency in the recent past to move to alternative or appropriate dispute resolution (ADR) in place of adjudication (arbitration or litigation)

4.4.3 Common Procedures:

Common dispute resolution procedures are negotiation, facilitated negotiation (mediation) binding or non binding expert appraisal arbitration or litigation. It is common for contracts to provide an heirarchy of procedures from voluntary informal (negotiation) to litigation (formal adversarial)

4.4.4 Mediation:

Basis

Voluntary, as binding as parties wish it to be

Purpose

Expeditious resolution of disputes not necessarily on legal principles seeks to preserve relationships

Mediator

Frequently but not necessarily a building professional or lawyer

Prerequisite

Mediation agreement conducted on a "without prejudice" basis

Notice of dispute

The first step in the process

Generally some form of statement of issues will be required

Preliminary Conference

Frequently conducted to refine the nature of the issues in dispute and to educate the parties about the mediation process

Common disputes

Failure to meet payments
Faulty workmanship
Treatment of variations/time extensions
Valuation of contract sum adjustments

4.4.5 Arbitration:

Statutory Basis

Arbitration Act (relevant State) - vary between States

Supreme Court Act (relevant State)

Purpose

Private and speedier resolution of disputes (usually contractual)

Arbitrator

In building disputes normally an Architect or Builder (or both), sitting in a judicial capacity

In RAI/MBA Contracts the Arbitrator(s) is (are) nominated by the Chair of the State Chapter of the Institute of Arbitrators and Mediators Australia

Normal prerequisite to Arbitration

Clause in contract referring to arbitration any disputes that may arise and cannot be resolved by the Architect

Note: in some States there are restrictions on the reference of disputes to arbitration in contracts for residential building works

Notice of dispute

The first step in the process. Must be issued and served strictly in accordance with the conditions of contract

Subpoena(s)

May be issued through the Court on behalf of either party for production of documents and/or requiring the personal attendance of witnesses

Discovery and Inspection

Disclosure and examination of all documents held by the parties (usually before the hearing during pleadings)

Preliminary Conference

The hearing first held for the purpose of arranging a timetable for the serving and receiving of pleadings on behalf of the parties, i.e. Claim, further and better particulars, Defence (and Counter claim, etc.). Also arranging hearing date and agreement and orders as to costs and lodgement of security deposits

Common Disputes

Failure to meet payments
Faulty workmanship
Valuation of contract sum adjustments

4.5 COPYRIGHT

4.5.1 Owner of Copyright:

Architects usually have copyright in the designs they produce and the buildings constructed from them

4.5.2 Statute:

Copyright Act (Cth.)

Licence - implied

Architects give implied licence to owner when they prepare sketch plans and receive proper remuneration

Licence - not implied

Drawings prepared for specifically nominated purpose, e.g. development consent and a nominal fee charged, may not be used for other purposes without consent of Architect

Copy

Proof must be given that a copy has been made of the drawings or of the special design embodied in the drawings or the building

AN 10.01.100	Client Architect Agreement July 2000 (long form)
AN 10.01.102	Client Architect Agreement July 2000 (short form)
AN 10.02.700	The Copyright Act
AN 10.02.100	
AN 10.02.102	
AN 10.02.601	
AN 10.02.101	Moral Rights
AN 10.02.102	
AN 10.02.103	
AN 10.02.104	
AN 10.02.105	
AN 10.02.106	
AN 10.02.107	
AN 10.02.108	
AN 10.02.109	
AN 10.06.857	Sale of
AN 10.01.111	When taking over from another architect
AN 10.02.400	Copyright: The Implied Licence to Use and Modify Architects' Plans

4.6 INSURANCE

4.6.1 Professional Indemnity:

To cover loss or damage sustained by a Client through the negligent actions of the Architect

To cover loss or damage sustained by a third party through the negligent actions of the Architect (torts)

To enable the Architect to meet the cost of loss or damage through negligent acts of the Architect and to protect the private assets of the Architect

Excess

The amount the Architect elects to pay as the first part of any successful claim

4.6.2 Workers Compensation:

Architect usually not covered for activities outside of normal architectural practice e.g. construction management

Limit to activities covered by policy

Architect

Insurance required by statute

Architect must take out cover for employees for losses sustained by the employee resulting from accidents or illness caused by or through employment

Builder

As above, but applicable to employees of Builder

Usual condition of contract

Architect should ensure that Builder has such insurance by calling for receipts of policy payments

4.6.3 Public Liability:

Architect

To cover the liability of the Architect to members of the public for injury or damage suffered as a result of the negligence of the Architect, principally in the case of premises owned (or leased by the Architect if a condition of lease) and through negligent acts of the Architect and/or employees to members of the public

Builder

As above, but applicable to the Builder

Usual condition of contract

Architect should ensure that Builder has effected such insurance by calling for receipts of policy payments and a copy of the policy

4.6.4 Loss of Profits:

Usually an extension to a fire/burglary policy to cover damage to or loss of work in progress and consequent loss of profits

4.6.5 Life and Accident:

Sole practitioners, and partners in some cases, to cover loss through illness, injury or death. Superannuation for partners and employees

4.6.6 Building Insurance:

To cover the cost of the building against fire, burglary, damage from external forces etc. Builder's responsibility under most contracts for new works

Under most alteration and addition contracts this insurance is the responsibility of the Proprietor

Architect should seek the Proprietor's determination of the amount of cover

Cover: full replacement cost including allowances for demolition, reconstruction, consultants' fees and escalation

- AN 08.02.601 Do You Give Insurance Advice?
- AN 08.01.300 Insurance for Privately Owned Architectural Practices – fidelity guarantee
- AN 08.02.600 Experience and Inexperience
- AN 15.01.105 Proprietor's Obligations
- AN 08.02.606 Beware Indemnity Provisions that Exceed Your Professional Indemnity Insurance Cover
- AN 08.02.407 Replacing Policies - Enquire about Circumstances
- AN 15.01.103 Building Insurance - Amount of Cover for "the works"
- AN 08.02.604 Circumstances leading to professional indemnity insurance claims
- AN 08.02.608 Beware the claim that creeps up
- AN 16.01.602 Insurance for Works on Flats, Strata Title Properties, etc

5 ARCHITECTURAL PRACTICE

5.1 MODES OF PRACTICE

5.1.1 Sole practitioner:

Liability

Liable for own acts and those of employees in the course of their duties

Taxation

Personal income

5.1.2 Partnership:

Liability

Joint and several liability of acts of all partners and of employees in the course of their duties

Taxation

Partnership submits a return but is not subject to taxation. Individual partners taxed as sole principals above

Statutory Requirements

Partnership, subject to provisions of Partnership Acts

Refer to 2.4.2

Agreement

Partnership agreement usually covers:

- division of profits
- term of partnership
- authority of partners
- retirement of partners
- method of valuing goodwill on retirement or death of partner
- arrangements as to partners' drawings
- arrangements as to capital and interest
- nature of business

Consult

Solicitor should be consulted before entering into a partnership and to frame any agreement

5.1.3 Company:

Liability

Directors are not normally liable for the actions of a company unless there is specific provision in the relevant Registration Act; however a director may have a direct liability to a Client in his professional role. One director is not usually personally liable for the actions of other directors. Company liable in contract and tort to fullest extent of its assets

Taxation

Directors' salaries - unlike sole principals and partners, directors may be salaried and have tax deducted from salary as an employee

Company taxed on profits; shareholders' dividends also taxable in addition to company tax. Dividend imputation

Statutory Requirements

Company governed by Companies Act and in some States by the Architects Act

Constitution

Acts of the company must be in accordance with the Memorandum and Articles of Association (the Constitution)

Formation

Consult Solicitor and Accountant

5.1.4 Other areas of professional activity:

Government (all levels)
Statutory corporations
Public and private companies
Institutions and associations
Research organisations
Academic and education bodies

5.2 ENGAGEMENT OF THE ARCHITECT

5.2.1 Contract of Engagement:

Basic Contents

Extent of services
Information to be provided by Client
Fees Breakdown for different stages
Time of payment
Travelling and other charges
Engagement of consultants – Refer to 3.3.1 and 3.3.2

Written Agreement

RAIA Client/Architect Agreement

The Agreement and three Schedules 'A', 'B' and 'C' are used to establish the contract

Schedule 'A' sets out the services to be provided. The separate 'Guide to Architects' Services' may be used as a basis

Schedule 'B' sets out the general conditions applicable to the engagement. These may be amended or added to as required

Schedule 'C' sets out five alternative bases for payment and provisions for reimbursement of expenses. The applicable clauses, percentages and/or rates must be filled in

Alternatively agreement may be reached by an exchange of letters covering the basic contents referred to above

Verbal Agreement only

Difficulties may be encountered through misunderstandings; difficult to prove agreement, but verbal agreement is binding

Note: Recent amendments to the Architect's Acts in some States make verbal agreements unenforceable by the Architect or make such agreements offences against the Act or associated legislation

Where no concluded Agreement

Architect cannot rely on either time charge (RAIA or other rate) or percentage scale (RAIA Guide or other). Remuneration may have to be determined in Court

5.2.2 Fees:

Percentage Fee

RAIA 'Fee Guide' sets out in a graph the range of percentage fees which are appropriate to various classifications of building type and value where design, documentation and contract administration services are to be provided, i.e. Standard Schedule 'A' service

A typical staging of that percentage fee is:

Schematic Design	12%
Design Development	13%
Contract Documentation	40%
Contract Administration	35%

The percentage fee may be applied to either:

- 'Cost of works tendered'
- 'Cost of works - executed'
- 'Cost of works - estimated'

Lump Sum Fee

The Client and the Architect may agree on a single lump sum fee for the Architect's services. This may be based on a percentage of estimated cost or on an assessment of the work involved

Time Charges

RAIA 'Fee Guide' and Schedule 'C' set out a number of alternative bases for calculating fees for services on a time charge basis

Combined Fee

The Architect and Client may agree on a percentage or lump sum to cover the Architect's services and all consultants' fees payable by the Architect

Reimbursements

Schedule 'C' lists numerous amounts and expenses which the Client will reimburse the Architect. The rate for travelling expenses must be added

5.3 VARIOUS CATEGORIES OF PRACTICAL EXPERIENCE

The following section headings are drawn from NCSA 01 The National Competency Standards in Architecture. Mandatory categories of practical experience, i.e. Prescribed Competencies, are described in NCSA01/GC A Guide for Candidates and, set out in both the NCSA01/LB Log Book of Experience in Architectural Practice and the NCSA01/LS Project Based Log Sheet. The annotations refer to RAIA Advisory Notes.

5.3.1 Unit 1 DESIGN

- Context 1.1 To create a design which is capable of realisation, through the exercise of knowledge, imagination, judgement and professional responsibility
- Context 1.2 To formulate an initial response to a project brief to obtain endorsement of overall objectives and concept, by a client and other interested parties
- Context 1.3 To develop a design proposal from an initial concept
- Context 1.4 To resolve a schematic design sufficient to obtain agreement and authorisation to proceed to documentation for its translation into built form
- Context 1.5 To continuously comply with the brief and meet contractual agreements throughout the course of implementation of a design project
- AN 10.03.100 Design brief
AN 10.01.101 Scope of Architect's Services
AN 10.01.100 Client and Architect Agreement long form – User Guide
AN 10.01.102 Client and Architect Agreement short form – User Guide

5.3.2 Unit 2 DOCUMENTATION

- Context 2.1 To communicate information, throughout the course of determining a brief and throughout the conceptual design, design development, documentation and construction phase of the engagement
- AN 13.01.702 Buildability: The Effect of Design and Management on Construction (Jul 1990)
- Context 2.2 To generate documentation of a building project so that it can be costed, built and completed in accordance with the brief, time frame, cost and quality objectives
- AN 13.01.801 Design Management
AN 13.03.400 Liability for overshooting the budget
AN 13.03.001 Factors Influencing Building Costs
AN 13.03.002 Architects Estimates
AN 13.03.103 Costs
AN 13.03.003 Quantity Surveyor's Estimates
AN 13.03.601 Do You Keep Your Client Informed
AN 13.03.109 Budgets
AN 13.03.700 Cost Control and Keeping The Client Informed
AN 12.01.100 The Architects and Secondary Consultants
AN 04.01.100
AN 04.02.101 Quality Control in the Preparation of Specifications
AN 10.06.855
AN 13.03.004 Preparing an Architect's Estimate
AN 13.03.102 Project Cost Control
AN 14.03.100 Specification Writing Technique
(see also Construction Industry Specifications – David Standen PC5030)
AN 08.02.412 Liability in the construction industry

- Context 2.3 Before, or at the completion of a building project, to provide for effective occupancy and as research input for future operational use
- AN 17.01.100 The building operation and routine maintenance manual
AN 12.01.100 Maintenance after final completion

5.3.3 Unit 3 PROJECT MANAGEMENT

- Context 3.1 To confirm objectives and conditions at inception of project
- AN 13.01.101 Survey Information – Identification surveys
AN 13.01.102 Party Walls
AN 13.01.103
AN 14.01.612
AN 13.05.100 The Architect and the Disability Discrimination Act (Jan 2001)
AN 20.01.003 Update
AN 10.06.863 Taking Disabled People into Account
AN 13.02.00.100 Local Government and Other Authorities
AN 13.02.00.101 Certificates of Title Explained – Title Deeds
AN 13.02.00.600 BCA Certification
AN 13.04.601 Private Certification
- Context 3.2 To establish an appropriate procurement method and complete contractual arrangements with all participants
- AN 13.03.106 Feasibility Studies: Financial Analysis (see Construction Industry Terminology PC5040)
AN 13.03.002 Architects estimates
AN 13.03.102 Project Cost Control
AN 12.01.100 The Architect and Secondary Consultants
AN 12.01.103 Consulting Engineers' Conditions of Engagement
AN 12.01.601 ACEA Short Form of Agreement for Consulting Engineering Services August 1992
- Context 3.3 To provide contract administration for the construction of a project
- AN 09.01.018 Building Contracts
AN 16.01.100 Shop Drawings
AN 18.04.100
AN 16.01.402 Project Administrators Beware
AN 16.01.601 Don't Do the Work of the Builder
AN 16.01.603 Avoid Partial Contract Administration
AN 16.01.605 Builders Supervise Building Work - Architects Do Not
AN 16.01.700 Site Inspections
AN 10.05.106 Accepting Architectural Commissions
AN 09.01.034 Progress advice to client
AN 08.02.409 Law for Architects
AN 02.04.604 Goods and Services Tax (GST) – Australian Taxation Office
Valuing of work in progress
Goods and Services Tax Bulletin GSTR 2000/D3
AN 02.04.609 Goods and Services Tax (GST) – Bank Guarantees
- Context 3.4 Before, or at the completion of the project, to document responsibilities and assemble information for future operational use
- AN 16.08.101 Post Occupation Problems
AN 17.01.100 The Building operation and routine maintenance manual
AN 16.07.400 Certificates of Classification or Occupancy

5.3.4 Unit 4 PRACTICE MANAGEMENT

Context 4.1	To establish and maintain an architectural practice
AN 02.01.303	Office Manuals for Architectural Practice
AN 06.01.303	
AN 02.01.100	Retention of Documents
AN 04.01.700	Quality Assurance & Quality Management - Implementation in the Building and Construction Industry
AN 02.03.300	Calculating Time Cost Rates and Charge Out Rates
AN 02.02.303	Time management/Self Management
AN 02.01.304	Administrative Filing Systems
AN 02.03.100	Fee Guide for Architectural Services
AN 06.02.301	Rewards & Effort in management
AN 01.01.304	Risk Management for Architectural Practices
AN 08.02.103	Managing Risk in Small Practices
AN 08.02.801	Professional Liability and Risk Management
AN 11.02.100	Issuing CAD files to Builders and Consultants
AN 02.04.602	Goods and Services Tax (GST) Registration and Accounting
AN 02.04.622	ACCC Guidelines

6 REFERENCES

The following list of references may be of assistance to Candidates preparing for the Examination

RAIA

Advisory Notes - RAIA Practice Services

Project Questionnaire

The Architect and Claims of Professional Negligence - M Chapman and R Beaton

RAIA Revised Edition (1996) Guide letters (AN 09.01.000-AN 09.01.40) PC5050

RAIA Office Manual Generic Manual to meet AS/NZ ISO 9000 – PC5090

GOVT (STATE/TERRITORY)

Architects Act & Regulations/By-laws

BAILEY, Ian H. 2nd Ed, 1998. Construction Law in Australia, Law Book Company

BEATON, R, COLIN BIGGERS & PAISLEY 3rd Ed, 2001. The Architect and The Law, RAIA Practice Services

COOKE, J.R. 2nd Ed, 1997. Architects, Engineers and The Law, The Federation Press

DORTER, J.B. and J.A. SHARKEY 2nd Ed, 1990 (with updates). Building and Construction Contracts in Australia: Law and Practice, Law Book Company

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KEATING, D. 1995. Keating on Building Contracts, Sweet and Maxwell, London

STANDEN, D. Construction Industry Terminology, RAIA Practice Services

STANDEN, D. If You Practice Architecture, RAIA Practice Services

TURNER, C. 1997. Australian Commercial Law, Law Book Company

WALLACE, IND 7th Ed, 1946; 9th Ed, 1965; 10th Ed, 1970. Hudson's Building and Engineering Contracts, Sweet and Maxwell, London