



**Chartered Institute of
Architectural Technologists**
formerly British Institute of
Architectural Technologists

Chartered Architectural Technologists

Information for clients

Q1 What does a Chartered Architectural Technologist do?

Chartered Architectural Technologists provide architectural design services and solutions. They are specialists in the science of architecture, building design and construction, and form the link between your requirements and the delivery of building work. They can negotiate the construction project and manage the process from inception through to completion.

Q2 What type of design services can an Architectural Technologist provide?

The nature and scope of an Architectural Technologist's design services are matters for agreement between you and your Architectural Technologist. However, design services for construction works to a domestic property, for example, usually include the preparation of plans and drawings for the proposed works and preparation of the specification. The specification normally sets out how the works should be constructed, the nature of the materials to be used and the standards required of the builder. Your 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

Q3 How do I get started?

Most projects generally start off by you and your Architectural Technologist meeting to discuss and assess your needs in order to agree a project brief. This often includes identifying possible options, expenditure 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.

Q4 What are statutory approvals?

"Statutory approvals" is an expression which usually refers to the need to obtain planning permission and building regulations approval for your proposed work. Your 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 1994/2006, and the Party Wall etc Act 1996. Again, your Architectural Technologist will be able to advise you.

Q5 Will my Architectural Technologist ensure that I obtain planning permission and/or building regulations approval?

An 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. As your Architectural Technologist ultimately has no control over whether the statutory approvals are granted, there can be no guarantee of approval. It should be remembered that these applications attract charges for which you would be responsible, and there may be further inspection charges under the building regulations. They are normally separate to the charges for professional services.

Q6 Do I need to agree anything in writing with my Architectural Technologist before he starts work?

In order to provide for certainty and avoid disputes at a later stage, it is always prudent to agree in writing the scope and the terms of the Architectural Technologist's services. The best time to do this is when your instructions are being discussed and accepted. Many Architectural Technologists will have standard Conditions of Engagement which set out the duties and obligations between you and your Architectural Technologist. This can be a letter of engagement or formal contract, but your Architectural Technologist must record his terms of engagement in writing in accordance with CIAT's Code of Conduct.

Q7 What sort of things should be covered in a Letter of Engagement or Conditions 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 the Architectural Technologist to assist you to select materials and engage a builder. Also, whether, or the extent to which, the 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 the Architectural Technologist's services.
- the amount of fee to be charged by the Architectural Technologist and the manner in which the fee is calculated and details of the method of payment required.
- it is also usual 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.

Q8 Why would I need to employ other professionals for my building project?

Many building projects call for specialist advice from other professionals working in the construction industry such as a

structural engineer, a quantity surveyor, an energy consultant and a planning supervisor/CDM co-ordinator. 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 planning supervisor/CDM co-ordinator would have overall responsibility for co-ordinating the health and safety aspects of the design and its integration with the building work.

Q9 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. It is important to bear in mind that in these circumstances, 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 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.

Q10 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 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, 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.

Q11 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 the 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 Architectural Technologist will be able to advise you upon the appropriate form of contract to use.

Q12 Will the Architectural Technologist supervise the building works?

No. Normally, an 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.

Q13 What can I expect from the Architectural Technologist if I have asked him to execute stage inspections?

Provided that you have agreed in advance, it is normal for Architectural Technologists 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, the Architectural Technologist will not be able to examine the works in fine detail and because the Architectural Technologist will not be providing continuous direction to the builder, some defects and insufficiencies may be hidden or covered and escape the 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.

Q14 Are there circumstances in which the Architectural Technologist will manage the Building Contract?

There are several types of building contract which provide for a named person (usually, your 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 Architectural Technologist to act fairly and impartially.

Q15 What type 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.

Q16 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.

Q17 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.

Q18 My bank or building society requires Certificates from the 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 an Architectural Technologist as the work progresses. This generally does not pose any difficulties. However, sometimes there is a requirement for your 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 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 Architectural Technologist will want to ensure that they are maintaining that level of cover before commencing work on your behalf.

Q19 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.

Q20 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 10 years. Details of both should be checked.

Q21 Will my Architectural Technologist carry Professional Indemnity Insurance cover?

Under the Institute's Code of Conduct, all members of CIAT are required to obtain and maintain adequate Professional Indemnity Insurance cover for providing services directly to clients.

Q22 What happens if my builder fails to complete the building work and/or to rectify defects?

No one, not least your 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 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 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.

Q23 What is required of me?

To be a success, your project will need the right kind of approach. All involved should be honest and realistic about the budget from the outset; you should develop and communicate a clear brief to your 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 Architectural Technologist through one point of contact authorised to speak on your behalf. Where you

have employed an Architectural Technologist to act as the contact 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.

This leaflet is intended to provide information and be used as a guide by clients employing 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 professional advice.

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