
Code of Ethics_

This Code of Ethics has been adopted by Architectural Designers New Zealand Incorporated and is published to provide guidance to members as related to the moral and ethical standards in the practice of their profession.

Code of Ethics_

1.0_Relationship to Clients_

- 1.1_ Members shall at all times exercise their duty of care to their clients in a professional manner.
- 1.2_ Where a conflict of interest exists, arises or may potentially arise, the Member shall immediately disclose the conflict to the client.
- 1.3_ Members shall inform their clients of all costs to be incurred by the client in relation to the commission at the earliest possible stage, including fees payable to the Member and other relevant sources of remuneration expected to be received by the Member.
- 1.4_ Members shall confirm the scope of services offered, timeframes for delivery of those services and the project budget with the client in relation to the commission at the earliest possible stage.

2.0_Relationship to other ADNZ Members, other Professionals and Employed Staff of ADNZ_

Members shall act in a professional manner in their dealings with other professionals, other members of ADNZ and Employed Staff of ADNZ.

3.0_Expertise_

Members shall only undertake commissions that are within their own expertise and shall not represent themselves as being expert in any area outside their competence.

4.0_Relationship to the Architectural Designers New Zealand Inc_

Members shall act in the best interests of the Architectural Designers New Zealand Inc at all times.



Code of Ethics_With Commentary_

1.0_Relationship to Clients_

1.1_ Members shall at all times exercise their duty of care to their clients in a professional manner.

This clause recognises that all dealings with clients, the public and any person or body who or which can be seen to be affected by the actions of the Member, has a duty of care attached. All aspects of the duty are to be included, some fitting under the following headings. Other aspects of duty of care and the laws of Torts and contract and statutory obligations must also be considered.

- a. Members shall ensure that all advice given is accurate and is to the benefit of the client.
- b. The services provided by Members to clients shall at all times satisfy Statutes, Acts, Regulations, Codes, Territorial Local Authority requirements etc.
- c. Members shall ensure that all information between clients and the Member remains confidential save those areas where confidentiality is waived or where required to be furnished by Statutes, Acts, Regulations, Codes or Territorial Local Authority requirement.
- d. All electronic files, documents and information provided by the client and that information generated in relation to the client's project shall be retained by the Member in a secure and accessible filing system for a minimum period as required by law.
- e. Should the Member wish to retain the rights to electronic files, documents, designs etc. under copyright the Member shall ensure that the client fully comprehends all aspects relating to their assignment of copyright.
- f. Members shall not delegate to, or commission (by way of sub-contract or sub-consultancy) from any other person or company any work without the prior consent of the client.

1.2_ Where a conflict of interest exists, arises or may potentially arise, the Member shall immediately disclose the conflict to the client.

This clause serves to protect clients in situations where the interests of the Member may conflict with the interests of the persons they are acting for and owe a duty to serve and protect.

The term "conflict of interest" is extremely broad and covers financial interest, family interest, trusteeship etc. where the interest or position of the Member may affect their professional judgement in their dealings with that specific, or class of, client.

Members shall carefully consider their position should a possible conflict arise and, if in doubt; seek legal advice before proceeding with the commission.

- a. A Member shall not allow a personal interest to override the interests of a client.
- b. Any conflict of interest shall be notified to the client by the Member. The Member shall then only act on behalf of the client if the client gives express written approval for the Member to do so. Where such an agreement can't be reached, the member shall remove the conflict or withdraw from the commission.



1.3_ Members shall inform their clients of all costs to be incurred by the client in relation to the commission at the earliest possible stage, including fees payable to the Member and other relevant sources of remuneration expected to be received by the Member.

Members owe a duty to inform clients what costs are likely to be borne by them under the commission.

- a. Members shall disclose to their clients the terms of their engagement including the basis on which fees will be charged. Such disclosure should be by way of writing and properly signed by both parties. The services should not commence until such time as this agreement is in place.
- b. Where Consultants are to be involved the Member shall inform the client whether and when these are to be engaged by the Member or by the Client. This equally applies to the need to procure sub-consulting services or separate consulting services.
- c. Members shall not take any inducement that may affect their impartiality.

1.4_ Members shall confirm the scope of services offered, timeframes for delivery of those services and the project budget with the client in relation to the commission at the earliest possible stage.

- a. Members should enter into an engagement with a clearly articulated scope of services and the associated timeframes for delivery of those services. Such engagement must be made in writing and properly signed by both parties.
- b. Members are expected to determine the budget for the works as commissioned and to confirm the cost control process to facilitate delivery.

2.0_ Relationship to other ADNZ Members, other Professionals and Employed Staff of ADNZ_

Members shall act in a professional manner in their dealings with other professionals, other members of ADNZ and Employed Staff of ADNZ.

- a. Should a Member be receive an offer of a commission where another ADNZ Member, Registered Architect or other designer has been previously engaged the member should seek to determine the nature of the engagement (and whether the engagement has been properly terminated where applicable) and the ownership of any previously commissioned work.
- b. Where a dispute arising from a previous engagement is pending, the Member should determine any conflict of interest that may apply as a result of their position to hear such matters within the society (such as a Regional Committee Member, Board Member or Complaints Committee Member) and their respective obligations to fellow Members. Should such a conflict arise, the Member should seek to remove the conflict or decline the commission.
- c. Where a Member is required to Peer Review or Comment on another Member, Registered Architect or another Designers work the Member is required to inform the other designer of such a commission unless this is not legally appropriate (such as in the case of a dispute or expert witness).
- d. Where appropriate, a Member must always credit the work of other professionals involved in any commission and never be found to be 'passing off' the work of others as their own.



3.0_Expertise_

- a. Members shall endeavour to continuously increase their level of skill and maintain familiarity with all Acts, regulations and Territorial Local Authority requirements.
- b. Where required by the respective membership classes, in order to retain membership, members must maintain the requirements of eligibility of the ADNZ Practicing Certificate including meeting the minimum Continuing Professional Development and Professional Indemnity requirements.

4.0_Relationship to the Architectural Designers New Zealand Inc_

Members shall act in the best interests of the Architectural Designers New Zealand Inc at all times.

Membership of the ADNZ (the Society) brings with it the responsibility to protect the good name and integrity of the Society.

Members shall not act in a manner that brings the Society into disrepute.

- a. Members shall promote the objectives of the Society.
- b. Members shall display their Annual Practicing Certificate and Membership Certificate in a conspicuous position in their place of practice.
- c. Members shall not act in a manner that can be seen to negatively affect the public image of the Society or its Members.
- d. Members shall inform the Chief Executive Officer of any change that may affect their status in the Society.
- e. Members should not receive any remuneration from the society that is for their sole personal or individual benefit.
- f. Where a member engages in any activity that could give rise to a conflict with the objectives of ADNZ or the business activities of the society the Member shall notify the Chief Executive Officer. The Member shall then only act where the ADNZ Board gives express written approval for the Member to do so. Where such an agreement can't be reached, the member shall remove the conflict, withdraw from the commission, apply for reclassification of membership if appropriate or resign from membership of the society.