

Code of Ethics

THIS CODE OF ETHICS HAS BEEN ADOPTED BY THE 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.

ARCHITECTURAL DESIGNERS NZ INC | CODE OF ETHICS

1. 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 inform the client of the conflict. 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.

2. RELATIONSHIP TO OTHER PROFESSIONALS:

Members shall act in a professional manner in their dealings with other professionals.

3. 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. 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.

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1. 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 Acts, Regulations, Codes or Territorial Local Authority requirement.
- (d) All 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.
- (e) Should the Member wish to retain the rights to 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 from any other person 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 inform the client of the conflict. The Member shall remove the conflict or withdraw from the commission.

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.
- (c) Members shall act impartially in all dealings with clients and other Professionals.
- (d) Members shall not take any inducement that may affect their impartiality.

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.

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.
- (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.
- (c) All fees charged must be fair and reasonable.

4. 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 display their Annual Practising Certificate in a conspicuous position in their place of practice.
- (b) Members shall not act in a manner that can be seen to diminish the public image of the Society or its Members.
- (c) Members shall endeavour to continuously increase their level of skill and maintain familiarity with all Acts, regulations and Territorial Local Authority requirements.
- (d) Members shall promote the objectives of the Society.
- (e) Members shall inform the National Executive of any change of address or change of status that may affect their status in the Society.