

APPENDIX "E."

New Zealand Institute of Architects (Incorporated).

FORM OF DECLARATION UNDER REGULATION No. 14.

I, _____, of _____, having been registered a member of the New Zealand Institute of Architects (Incorporated), do hereby declare that I will not accept any trade or other discounts, or illicit or surreptitious commissions or allowances, in connection with any works the execution of which I may be engaged to superintend, or with any other professional business which may be entrusted to me; that having read the regulations of the Institute and its Code of Ethics I will be bound thereby and will submit myself to every part thereof and to any alterations thereof which may hereafter lawfully be made until I have ceased to be a member; and that, by every means in my power, I will advance the interests and objects of the Institute.

As witness my hand this _____ day of _____, 19 _____.

[Signature of Member.]

Signed by the said _____ in the presence of—

Name :

Occupation :

Address :

APPENDIX "F."

New Zealand Institute of Architects (Incorporated).

FORM OF NOTICE TO MEMBERS IN ARREAR UNDER REGULATION No. 21.

Wellington, _____, 19 _____.

To _____

SIR,—

I hereby give you notice that your name has been removed from the Register of Members under the provisions of section 21 of the regulations for non-payment of your fees, and that the removal may, in due course, be posted in the library of the Institute, the meeting-room of your branch, and may also be published in the next issue of the *New Zealand Gazette*.

I am, sir, yours faithfully,

....., Secretary.

APPENDIX "G."

New Zealand Institute of Architects (Incorporated).

CODE OF ETHICS.

The following are the "Fundamental Rules of the Institute" referred to in Regulation Nos. 28 to 31 inclusive, and shall be and are binding upon every member of the Institute.

The enumeration of the rights, duties, obligations, or responsibilities herein particularly set out shall not be construed as a limitation of others analogous or equally applicable although not specially mentioned. Cases of unprofessional conduct not specifically covered by these clauses are dealt with by the Council having regard to the particular circumstances of the case.

1. An architect shall act in all professional matters strictly in a fiduciary manner with regard to any clients whom he may advise, and his charges to such clients shall constitute his only remuneration in connection with such work.

2. No member shall allow any person, not being a member of the Institute, to practise in his name as a registered architect, nor shall he admit any person into partnership who is not a fully qualified member of the Institute. Provided always that this shall not prevent a member from entering into partnership with a member of any kindred society or profession approved as such by the Council of the Institute. No member shall be permitted to practise his profession as an architect as a member of a limited liability company.

3. No member shall, directly or indirectly, allow or agree to allow of participation by any other person (not being the member's partner) in the profits of his (the member's) professional work.

4. No member shall, when having the power to prevent it, allow any student, assistant, or draughtsman to perform any of the duties of a registered architect, directly or indirectly, in any manner whatsoever opposed to the regulations of the Institute.

5. No member shall compete in amount of commission or offer to work for less than another in order to secure work from any person or body, nor shall he, directly or indirectly, either personally or by means of an agent or otherwise, endeavour to supplant another architect who

has been previously employed by such person or body or after definite steps have been taken to employ such other architect, nor shall he pay, by commission or otherwise, any person who may introduce clients to him.

6. An architect on receiving instructions to proceed with certain work which was previously entrusted to another architect shall, before proceeding with such work, communicate with the architect previously employed and inquire and ensure the fact that his engagement has been properly terminated.

7. No member shall accept, or agree to accept, from any person or persons in connection with any work upon which he (the member) shall be employed, any commission, bonus, rebate, or gratuity other than the usual fees laid down in the "Scale of Charges" as more particularly referred to in Appendix "K," nor shall any member make any donation or subscription out of his fees to any person, company, or institution employing him by way of rebate of such fees.

8. He shall not accept any trade commissions, discounts, allowances, or any profit in connection with any work he is engaged to design or superintend or with any professional business which may be entrusted to him.

9. He shall not, whilst acting in a professional capacity, be at the same time, without disclosing the fact in writing to his clients, a director or member of, or a shareholder in, or act as an agent for any contracting or manufacturing company, or insurance company, or firm, or business, with which he may have occasion to deal on behalf of his clients, or have any financial interests in such business.

10. He shall not receive, directly or indirectly, any royalty, gratuity, or commission on any patented or protected article or process used on work which he is carrying out for his clients unless and until such royalty, gratuity, or commission, has been authorized in writing by those clients.

11. He shall not be the medium of payments made on his clients' behalf to any contractor or business firm (unless specially as requested by his clients), but shall only issue certificates or recommendations for payments by his clients.

12. He shall not guarantee any estimate or contract by personal bond, nor shall he be a party to any building contract except as owner. He shall not guarantee quantities supplied to clients in connection with any contract of which he is the architect.

13. He shall not perform professional work in an honorary capacity except for charitable purposes. He shall not offer his services gratuitously or at a reduced fee as a means of securing work to be carried out for a philanthropic or charitable purpose. He shall not accept such work with any proviso as a donation or a reduction of his charges.

14. He shall not criticise in public print the professional conduct or work of another architect except over his own name in full or under the authority of a professional journal.

15. He shall not furnish designs in any competition publically promoted for any work, except under the "Regulations for Architectural Competitions" approved by the Institute, which regulations are fully set out in Appendix "L"; nor shall he attempt in any way, except as a *bona fide* competitor, to secure work for which a competition is in progress. He shall not attempt to influence the award in any competition and shall not accept the work if he has acted in an advisory capacity. An architect engaged as professional adviser, assessor, or member of a jury of award in connection with any competition shall not enter into partnership with or act as joint architect or in any consultative capacity with a successful competitor until such time as the successful competitor has ceased to have any further interest in remuneration to be secured from such work, nor shall he be eligible for employment in the carrying-out of the work of either design or supervision except in so far as his appointment as professional adviser to the promoters may extend during the progress of the work.

16. No member shall submit to a person or body sketches, designs, plans, estimates, or proposals for buildings or alterations or additions to buildings without first having received proper authority and instructions to do so from the said person or body. No member shall offer drawings or other services "on approval" except by request of a client and without adequate pecuniary compensation. The seeking-out of a possible client and the offering to him of professional services "on approval" and without compensation, unless warranted by present or previous business relations, tends to decrease the value placed upon the knowledge and training of all architects and is to be deprecated.