

IN THE MATTER of the *Architects Act 1991 (Vic)*

AND IN THE MATTER of an Inquiry into the professional conduct of Geoffrey OCKLESHAW  
Registered Architect No. 12607

BETWEEN

**ARCHITECTS TRIBUNAL**

Tribunal

AND

**GEOFFREY OCKLESHAW**

Architect

**APPEARANCES:**

Krista Weymouth Counsel Assisting the Tribunal

Geoffrey Ockleshaw in Person

**INTRODUCTION**

On 18 October 2019, the Tribunal held an Inquiry into the professional conduct of the Architect.

The **Allegation** against the Architect in the Notice of Inquiry, which is dated 29 August 2019, is as follows:

*In about November 2018 and in relation to architectural services for the extension to an existing dwelling at 99 Cottamundra Avenue, Capel Sound, you did not enter into a written agreement with the client for the provision of those services in contravention of clause 4(1) of the Victorian Architects Code of Professional Conduct, and pursuant to regulation 9(1) of the Architects Regulations 2015 you are therefore guilty of unprofessional conduct within the meaning of the Regulations you are therefore guilty of unprofessional conduct within the meaning of section 32(c) of the Architects Act 1991.*

The Architect admitted the Allegation and the Inquiry proceeded on the question of the appropriate determination to be made by the Tribunal Panel pursuant to section 32 of the Architects Act 1991 (Vic) (**Act**).

**FINDINGS:**

With the Architect having admitted the Allegation, the Tribunal Panel found the Allegation to be proven.

The Tribunal Panel has considered the oral submissions made to it by the parties in respect of an appropriate determination pursuant to section 32 of the Architects Act.

This matter involves contravention of clause 4(1) of the *Victorian Architects Code of Professional Conduct (Code)*.

Under Clause 4(1) of the Code, an Architect must not provide architectural services for a client unless the architect has entered into a written agreement with the client for the provision of those services, which meets the requirements set out in clause 4(2) of the Code.

Clause 4(1) is a lynchpin provision. A compliant written agreement is essential for the Architect and the client each to have a clear understanding about the engagement.

In the current matter, there was no written agreement at all between the Architect and the client. The client signed a document entitled "Owner's Consent" relating to an Application for Planning Approval. On the face of that document, the client appointed the Architect as his agent to make Application for Planning Approval only. The document does not set out the agreement between the Architect and the client and the evidence before the Tribunal Panel was that the services provided to the client by the Architect were substantially broader than simply applying for Planning Approval.

The Tribunal Panel finds the failure to have any written agreement to be a serious contravention by the Architect.

In reaching its determination, the Tribunal has taken into consideration the seriousness of the contravention by the Architect and the need for a deterrent to ensure that the Architect recognises the importance of complying with the Regulations, the Act and the Code.

#### **DETERMINATION:**

The Tribunal determines pursuant to section 32 of the Act:

1. to reprimand the Architect; and
2. that the Architect is required to pay the costs of the Tribunal in respect of the Inquiry fixed at \$1,118.

The Architect is granted a stay of 30 days in which to pay the above costs.



**Renée Gorenstein**  
Chair of the Tribunal

On behalf of the Tribunal Panel  
**Renée Gorenstein**  
**Peter Haworth**  
**Anthony Mussen**

19 December 2019