

Guideline

Informing and agreeing on client access to project material

Not all architect/client engagement progresses as originally planned and some engagements may be terminated before the engagement's planned completion. It is quite common for clients to ask for project documents, files, and data (such as CAD files) to enable them to continue the project with another practitioner, however many architects are hesitant or unclear about their obligations when asked.

By ensuring that architects and clients have an agreement based on a shared understanding of the client's access to project documents, files, and data, both the architect and the client are protected.

For simplicity, project documents, files, and data are referred to in this Guideline as 'project material'.

Framework

Clause 7 of the Victorian Architects Code of Professional Conduct (contained within the Architects Regulations 2015) provides:

An architect must:

- a. take reasonable steps to ensure that a client is informed of decisions required of the client in respect of the services; and
- b. provide sufficient relevant information with reasonable promptness to enable a client to make an informed decision in relation to the provision of services; and
- c. respond, with reasonable promptness, to a client's reasonable requests for information or other communications about the provision of services to the client; and
- d. take reasonable steps to ensure that all information and material provided to a client is accurate and unambiguous.

ARBV guidance

The ARBV considers that part of an architect's responsibility to keep a client informed is the responsibility to provide relevant information to clients. The ARBV considers that providing information about access to project material is an important and reasonable step in ensuring that a client is informed.

The ARBV considers it best practice to clearly define the client's access to specific project material prior to providing architectural services. In the case of electronic project material, this should specify the file type/format.

In defining the client's rights, any disclaimers/conditions should be defined. While the ARBV does not make any recommendations regarding them, common disclaimers/conditions include:

- a disclaimer that the project material may only be used by the named recipient and only for the purposes identified in the release form
- a disclaimer regarding accuracy or completeness of the project material
- a disclaimer that project material may only be used for a specific site or part of site
- a requirement for the recipient to sign and date their acknowledgement of the conditions of release of project material.

It is also good practice to identify any payments required for release of project material in alternative formats.

As architectural services must not be provided without a compliant written agreement, the ARBV recommends including information relating to access to project material within the client-architect agreement (CAA).

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When releasing project material to a client or third party, the ARBV considers it best practice to have the recipient sign a release document that includes:

- the title, date, and format of each piece of project material to be released
- the name of the recipient
- the intended use
- any relevant conditions or disclaimers.

Conclusion

Many disagreements between architect and clients arise from a lack of shared understanding. By ensuring that the CAA includes details about access to project material both the architect and the client are protected.

While an architect may provide their proposed CAA to a client, it is open to the client to request changes. CAAs are agreements between the architect and the client and should both inform and reflect their shared consent and understanding.