

Board paper

for Open session

Subject: Professional Conduct Committee report

Board meeting:

6 September 2023

Agenda item:

11

Action:

- For noting
- For discussion
- For decision

Purpose

For the Board to receive an update report from Emma Boothroyd, Chair of the Professional Conduct Committee

Annexes

Annexe A – PCC Cases (2022)

Annexe B – PCC cases (Jan-July 2023)

Author

Emma Boothroyd, Chair of the Professional Conduct Committee

Key Contact

Simon Howard, Director of Standards simonh@arb.org.uk

1. Open Session

2. Background and Key points

- 2.1. This is the thirteenth annual report of the Professional Conduct Committee (“PCC”), and the third from me as Chair of the Committee. Each year this report offers me the opportunity to highlight the main issues that the PCC has dealt with over the last 12 months, and provides the Board a chance to ask me any questions about the work of the Committee.
- 2.2. From my perspective it has been an extremely busy year for the PCC which has included recruiting and training two new legally qualified Chairs. This has been necessary to assist with the increasing complexity and length of the hearings finding their way to PCC. In addition, as my term comes to an end in September of 2024, it has been necessary to ensure that there is sufficient expertise within the PCC to manage succession planning.

The role of the PCC

- 2.3. The PCC is a committee constituted in its own right under Schedule 1, Part II of the Architects Act, to consider allegations of unacceptable professional conduct and serious professional incompetence against architects.
- 2.4. If the PCC makes a finding of unacceptable professional conduct and/or serious professional incompetence, it can impose one of a number of disciplinary sanctions under section 15 of the Architects Act 1997, including issuing a reprimand, imposing a penalty order, suspending an architect from the Register, or in the most serious cases – ordering that an architect be permanently erased from the Register.
- 2.5. The Committee is made up of 14 active members: four architects, four lay members and six legally qualified Chairs. Each panel considering a case is made up of one architect, one lay person, and one legally qualified Chair. The Panel is assisted by a member of staff from the ARB, usually the Hearings Officer, who assists in the smooth running of the hearing.
- 2.6. The PCC is governed by its own set of rules, and we take into account a wide range of public law and guidance in reaching our decisions. A new set of rules were introduced by ARB in 2022 and the feedback from myself and my colleagues is positive in terms of their clarity, particularly when difficult case-management issues arise.

2.7. Although the PCC is a standing committee of the Board, we place great importance on our independence from ARB. Not only does that independence instil public confidence in the robustness of the disciplinary proceedings, but provides key mitigations in risks that legal challenges that might arise from regulatory decisions. That independence is reflected in the appropriate number of not-guilty findings we reach at PCC hearings.

Statistics (2022)

2.8. The PCC made 21 decisions in 2022 (listed in **Annex A** to this Report), with 16 hearings held and five cases having been dealt with through consent orders between the ARB and the architect. Of the 16 hearings held, three cases resulted in a not guilty decision. It is important to have in mind that cases can change considerably before reaching a PCC hearing and at the hearing itself, therefore no finding being made by the PCC is not of itself an indicator that the case was incorrectly brought.

Statistics (Jan – July 2023)

2.9. The PCC made 16 decisions in 2023 (listed in **Annex B** to this Report), with 13 hearings held and three cases having been dealt with through consent orders between the ARB and the architect. Of the 13 hearings held, three cases resulted in not guilty decisions.

Hearing length

2.10. In previous reports I have consistently advised you of the fact that PCC hearings were continuing to get longer. Notwithstanding the continued large caseload of the PCC, I can report that trend would appear to have stopped, with a decrease in the average duration of PCC cases in 2022 and 2023 to what it was in 2021. This may simply be as a result of inconsistencies within the limited number of cases being considered, but also may be as a result of the PCC and parties becoming more efficient in managing online hearings, which were introduced with some haste during the pandemic.

2.11. While it is important that cases are disposed of efficiently, this cannot be to the detriment of a case being properly presented, the architect given every opportunity to provide a defence to all the points raised, and for a thorough and robust consideration of the evidence and issues. A self-represented architect may require a longer hearing. It is also important to bear in mind that virtual hearings can take longer. Any increase in hearing length and consequent demand on the time of PCC

members inevitably brings the challenge of obtaining sufficient availability of such a limited pool of PCC members. Mitigation measures include scheduling hearings as early as possible to secure the availability of PCC members, as well as the ARB ensuring that an adequate pool of PCC members exists.

Capacity

2.12. I know that ARB has faced an increase in the number of cases being referred to the PCC, and although it has taken some time to put in place the necessary resource to react, the busy schedule for the rest of 2023 and beyond means that the backlog is being reduced.

2.13. Adjournments do however continue to be an issue that will impact on the success of the PCC to be able to dispose with the cases before it in a timely manner. Seven cases were adjourned in 2022 and a further two in the first half of 2023. While the vast majority of adjournments take place as result of events outside of ARB's control – for example health issues or witness unavailability – ARB is looking to strengthen guidance and training to staff, in order to mitigate the risks of avoidable delays.

2.14. The PCC has 14 members available to sit on any PCC hearing. The expansion of the Committee has served to ease the process of scheduling PCC hearings, and this has seen a vast improvement in hearings not being unduly delayed as a result of members not being available. The tenure of four members (including myself as Chairperson of the PCC) will come to an end in September 2024, with these members not being eligible for renewal. I am sure that steps will be taken to ensure that suitable replacements are recruited and trained sufficiently early to ensure that there is no adverse impact on the workload of the Committee.

PCC development and performance management

2.15. The PCC held its annual review day this year in March, having been unable to find a suitable date in 2022 that would not impact the running of a hearing. We use those meetings to review the last 12 months' cases as a whole, and share experiences of those things that went well and those that could have gone better. We also receive periodic training and an update on the latest relevant case-law and regulatory developments. It also provides an opportunity for more general points to be discussed in relation to issues and policies.

2.16. The whole PCC participated in the annual training which was in person. It was a full day of training and development but also allowed new members to meet existing panellists and also share experiences with peers. The key themes from this training

were that PCC members have demonstrated flexibility in adapting to virtual hearings and saw them as a positive feature but also that in-person hearings were also required in some cases. The PCC raised general concerns, particularly about the quality of expert evidence, but overall, there were no serious or systemic issues identified.

2.17. In terms of performance management, all PCC members are invited to provide peer feedback following each hearing and I encourage further reflection on an ongoing basis, in relation not only to the performance of the Committee, but also of ARB staff, facilities, advocacy and the quality of the documentation provided. ARB are currently working towards a performance management framework that would apply to all associates and therefore we as a PCC will be subject to this overall scheme.

2.18. In the meantime, I make myself available to talk through particular issues with colleagues and this year I have been engaging in regular meetings with ARB staff to feedback any issues. These meetings have been extremely helpful in enabling us to address any issues collectively and disseminate learning to the whole PCC. I am confident that each member of the PCC has the skills and abilities to deliver what is required of them within the role. I have not been made aware of any particular training needs.

2.19. As always, I and my colleagues would welcome any Board members wishing to observe a hearing as a member of the public; I am sure the experience would be particularly useful for those who have not experienced such tribunal proceedings before.

Succession planning

2.20. My tenure as a PCC member, and thus Chairperson of the PCC as well, comes to an end in September 2024, with membership not being eligible for renewal.

2.21. The legislation requires that the PCC selects a new Chair from among its members, but I know that my colleagues at ARB have already begun a process to identify a suitable successor so that a proper handover might occur. Conversations are already taking place to outline the role to those who have expressed an interest and it is to be hoped that a replacement will be selected in January 2024 which will allow a period of approximately seven months where I will be on hand to assist as required.

Annexe A
List of PCC Decisions 2022

DATE	SUMMARY OF ALLEGATIONS	Outcome
5 January 2022	<p>UPC:</p> <p>(1) The Architect sent a number of inappropriate and/or offensive emails to his client between January and February 2019; and</p> <p>(2) The Architect's actions at Particular 1 lacked integrity.</p>	Allegation dismissed
10 January 2022	<p>UPC:</p> <p>(1) Did not provide adequate terms of engagement to the Complainant contrary to Standard 4.4 of the Architects Code (the Code); and</p> <p>(2) Did not establish a budget at the outset of the project; or Did not prepare a design in line with the Complainant's budget; and/or Did not provide adequate advice and/or communication regarding the relative costs and merits of the design proposal.</p>	Not UPC
4 February 2022	<p>UPC:</p> <p>(1) The Respondent did not provide adequate terms of engagement to the Complainant contrary to Standard 4.4 of the Architects Code; and</p> <p>(2) The Respondent did not produce adequate drawings and/or documentation at Stage 3 and/or Stage 4 of the project.</p>	£1,000 Penalty Order
9 – 10 February 2022	<p>UPC:</p> <p>(1) (a) The Respondent did not provide adequate terms of engagement to the Complainant, contrary to Standard 4.4 of the Architects Code; (b) The Respondent did not communicate adequately with his client in that he did not keep his client informed about the progress of the planning application submission; (c) The Respondent failed to deal adequately with a complaint, contrary to Standard 10 of the Architects Code; and</p> <p>(2) The Respondent has been convicted of a criminal offence other than an offence which has no material relevance to his fitness to practise as an Architect in that he was convicted on 15 October 2020 of possession of a firearm with intent to cause fear of violence.</p>	12 month suspension
19 – 22 April 2022	<p>UPC:</p> <p>(1) The Respondent did not provide adequate terms of engagement to the Complainant, contrary to Standard 4.4 of the Architects Code;</p>	6 month Suspension

	<p>(2) (a) Did not adequately progress the project in accordance with timescales agreed with his client; (b) Did not adequately communicate with his client by not responding to correspondence at all from 7 May 2021 onwards;</p> <p>(3) Did not deal with a complaint appropriately, contrary to Standard 10 of the Architects Code;</p> <p>(4) Did not co-operate fully with his regulatory requirements contrary to Standard 11 of the Architects Code; and</p> <p>(5) Did not provide evidence of adequate Professional Indemnity Insurance cover to the ARB when requested to do so contrary to Standard 8 of the Architects Code.</p>	
<p>20 – 21 March 2022 & 10 May 2022</p>	<p>UPC:</p> <p>(1) In respect of the first property and his client (the First Complainant) failed (a) to produce adequate Building Regulations drawings in relation to an extension at the property; (b) To provide the First Complainant with adequate terms of engagement contrary to Standard 4.4 of the Architects Code; (c) To communicate adequately with the First Complainant; and</p> <p>(2) In respect of the second property and his client (the Second Complainant) failed: (a) To provide the Second Complainant with adequate terms of engagement contrary to Standard 4.4 of the Architects Code; (b) To deal adequately with a complaint by the Second Complainant contrary to Standard 10 of the Architects Code and that by doing so, he acted in breach of Standards 4 and 10 of the Architects Code.</p>	<p>£1,000 Penalty Order</p>
<p>16 – 19 May 2022</p>	<p>UPC:</p> <p>(1) The Respondent did not provide adequate terms of engagement to the Complainant contrary to Standard 4.4 of the Architects Code;</p> <p>(2) The Respondent negotiated and agreed to receive commission and uplift payments that had not been disclosed or agreed with the Complainant, in respect of: (a) One business; and (b) Individual A; and (c) Individual B;</p> <p>(3) The Respondent requested that the Complainant pay an invoice for flooring and: (a) Did not discuss and agree with her that he could order flooring for his own property at a potentially reduced cost to both parties; and (b) Paid the flooring company £3654.40 and did not</p>	<p>Erasure</p>

	<p>refund the Complainant with the remaining funds from her payment of £5,000 until confronted by the Complainant;</p> <p>(4) The Respondent sold the Complainant’s appliances and: (a) Told her that the property had been gutted and that everything had been thrown away, or words to that effect, when that was not the case; and (b) Did not advise the Complainant that he and his wife has sold the appliances for £400 and had kept the funds himself;</p> <p>(5) The Respondent did not keep the Complainant’s money in a designated interest-bearing bank account (a client account) contrary to Standard 7.2 of the Architects Code;</p> <p>(6) The Respondent did not: (a) Adequately advise the Complainant that a Building Regulations Application was required; and (b) Submit a Building Regulations application;</p> <p>(7) The Respondent’s actions at particular 4(a) were misleading; and</p> <p>(8) The Respondent’s actions at particulars 2(a), 2(b), 2(c), 3(a), 3(b), 4(a), 4(b) lacked integrity and were dishonest and that by doing so, he acted in breach of Standards 1, 4, 6, and 7 of the Architects Code.</p>	
18 – 22 July 2022	<p>UPC:</p> <p>(1) The Respondent failed to make it clear prior to or at the time of issuing his letter of appointment to the Complainant dated 25 April 2018 that by acting as both architect and contractor his advice could no longer be impartial;</p> <p>(2) The Respondent’s actions at 1, lacked integrity in that he knew that there was a professional obligation on him to explain the effect of so acting and in deliberately not doing so he misled the Complainant;</p> <p>(3) The Respondent commenced work on the project without a Building Warrant in place;</p> <p>(4) The Respondent failed to adequately manage the Complainant’s project in that: 4(a) There were delays in the project throughout; 4(b) Works and materials paid for were not delivered; 4(c) The work commenced without a building warrant; and</p>	12 month Suspension

	(5) The Respondent failed to adequately deal with the complaint as required under Standard 10 of the Architects Code and that by doing so, he acted in breach of Standards 1, 6, and 10 of the Architects Code.	
25 – 29 July 2022	<p>UPC:</p> <p>(1) The Respondent did not appropriately manage his financial affairs in accordance with Standard 9.1 of the Architects Code in that he;</p> <p>(a) For the year ending 31 March 2016:</p> <p>(i) Did not register for VAT despite receiving advice from an accountant to do so; and/or</p> <p>(ii) Did not submit a VAT return; and/or</p> <p>(iii) Did not pay to the HMRC VAT which was due;</p> <p>(b) For the year ending 31 March 2017:</p> <p>(i) Did not register for VAT despite receiving advice from an accountant to do so; and/or</p> <p>(ii) Did not submit a VAT return; and/or</p> <p>(iii) Did not pay to HMRC VAT which was due;</p> <p>(c) Continued to provide services without VAT registration up to and/or including 31 March 2017 despite advice that he had exceeded the registration threshold;</p> <p>(d) Did not ensure that the company had sufficient resources at the time of liquidation to discharge VAT liability;</p> <p>(2) The Respondent made inaccurate statements during his disqualification appeal proceedings in that he stated that he had not ever been the subject of a complaint to a professional body, or words to that effect, when that was not the case;</p> <p>(3) The Respondent’s actions at particular 1(a), (b), (c), (d) lacked integrity; and</p> <p>(4) The Respondent’s actions at particular 2 lacked integrity and that by doing so, he acted in breach of Standards 1.1 and 9.1 of the Architects Code: Standards of Conduct and Practice 2010 and 2017 (“the Code”).</p>	£2,500 Penalty Order
22 August 2022	<p>UPC:</p> <p>(1) The Registered Person did not provide adequate written terms of engagement contrary to Standard 4.4 of the Architects Code;</p> <p>(2) The Registered Person: a) Did not complete work for his client without undue delay; b) Did not keep his client</p>	£1,000 Penalty Order

	<p>informed about the progress of the work contrary to Standard 6.3;</p> <p>(3) The Registered Person did not: a) Provide adequate specification notes and/or technical information in line with the client's requirements when issuing these documents on 7 March 2021; b) Did not adequately revise the specification notes and/or technical information on more than one occasion when issues were identified by the client; and</p> <p>(4) The Registered Person did not deal with a complaint appropriately, contrary to Standard 10 of the Architects Code.</p>	
30 – 31 August 2022	<p>UPC:</p> <p>(1)(a) The Respondent failed to issue adequate terms of engagement to the Complainant in respect of the project the property, contrary to Standard 4 of the Architects Code 2010; and</p> <p>(1)(b) The Respondent failed to deal appropriately with the Complainant's complaint in respect of the project at the property contrary to Standard 10 of the Architects Code 2017.</p>	Reprimand
15 – 16 September 2022 & 21 September 2022	<p>UPC:</p> <p>(1) The Respondent did not provide adequate terms of engagement to the Complainants, contrary to Standard 4.4 of the Architects Code; and</p> <p>(2) The Respondent did not adequately communicate with the Complainants in that he did not respond to correspondence in a timely manner.</p>	Reprimand
26 – 30 September 2022 & 24 October 2022	<p>UPC:</p> <p>(1) The Respondent did not provide adequate terms of engagement to the Complainants, contrary to Standard 4.4 of the Architects Code;</p> <p>(2) The Registered Person did not carry out his professional work adequately and with regard to relevant technical and/or professional standards and policies; and</p> <p>(3) The Registered Person did not deal with a complaint appropriately, contrary to Standard 10 of the Architects Code.</p>	£1,500 Penalty Order
13 October 2022	<p>UPC:</p> <p>(1) The Registered Person did not provide adequate terms of engagement to the Referrer, contrary to Standard 4.4 of the Architects Code.</p>	Reprimand

<p>15 July 2022 & 14 October 2022</p>	<p>UPC:</p> <p>(1) The Respondent provided construction drawings to the Contractor which were in breach of planning permission without informing the Contractor of the same in respect of:</p> <p>(a) Project 1; and/or (b) Project 2;</p> <p>(2) The Respondent allowed the Contractor to be engaged and commence work on the project knowing that the work being undertaken was in breach of planning permission in respect of:</p> <p>(a) Project 1; and/or (b) Project 2;</p> <p>(3) The Respondent continued to work on Project 1 and/or Project 2 himself despite knowing the work undertaken and/or to be undertaken by himself was in breach of planning permission; and</p> <p>(4) The Respondent's actions at 1 and/or 2 and/or 3 above were dishonest and/or lacked integrity.</p>	<p>Not Guilty of UPC</p>
<p>31 October – 3 November 2022</p>	<p>UPC:</p> <p>(1) On various dates between 10 November 2021 and 24 November 2021, the Registered Person made a series of offensive and anti-Semitic: (a) Comments; and, (b) Gestures; and</p> <p>(2) On various unknown dates, the Registered Person made a series of inappropriate offensive and anti-Semitic public posts on his Instagram profile.</p>	<p>Erasure</p>
<p>20 – 27 June 2022, 28 September 2022 & 4 November 2022</p>	<p>UPC:</p> <p>(1) The Respondent did not provide adequate terms of engagement to the Complainant, contrary to Standard 4.4 of the Architects Code;</p> <p>(2) The Respondent provided inadequate construction stage design information and drawings;</p> <p>(3) The Respondent did not carry out his role as contract administrator adequately in that he: (a) Did not use an appropriate form of contract; (b) Did not complete the contract correctly; (c) Did not issue a pay less notice on the Complainant's behalf; (d) Did not follow contract remedies to terminate the contract on the Complainant's behalf;</p> <p>(4) The Respondent did not ensure construction was carried out in accordance with Building Regulations; and</p>	<p>£1,500 Penalty Order</p>

	(5) The Respondent did not observe Statutory obligations in respect of: (a) Construction (Design and Management) Regulations 2015; and (b) Control of Asbestos at work Regulations 2012 and (c) The Party Wall Act.	
26 – 29 July 2022 & 16 November 2022	<p>UPC:</p> <p>(1) Did not provide adequate terms of engagement to the Complainants, contrary to Standard 4.4 of the Architects Code;</p> <p>(2) Advised the Complainants that a survey would be carried out in-house by a colleague but then out-sourced the survey to a sub-contractor;</p> <p>(3) Did not deal with a complaint appropriately, contrary to Standard 10 of the Architects Code;</p> <p>(4) Issued an invoice 25 June 2021 for fees for work that he had not yet completed, carried out and provided to the Complainants;</p> <p>(5) His actions at particular 2 were misleading, lacked integrity and were dishonest; and</p> <p>(6) His actions at particular 4 lacked integrity.</p>	Erasure
14 – 15 November 2022	<p>UPC:</p> <p>(1) Failed to issue the Complainant with adequate terms of engagement in respect of the project, contrary to Standard 4.4 of the Architects Code;</p> <p>(2) Failed to adequately communicate with the Complainant in respect of the project;</p> <p>(3) Failed to respond to the Complainant's complaint in respect of the project;</p> <p>(4) Failed to co-operate fully and/or promptly with ARB in respect of a complaint despite requests of 18 March 2021, 25 March 2021 and 1 April 2021;</p> <p>(5) Failed to provide the ARB with evidence of his professional indemnity insurance when requested to do so on 19 February 2021; and</p> <p>(6) Failed to ensure that he had professional indemnity insurance which extended to work undertaken outside his main employment, contrary to Standard 8.2 of the Architects Code.</p>	£1,500 Penalty Order

14 December 2022	<p style="text-align: center;">UPC:</p> <p>(1) The Respondent did not provide adequate terms of engagement to the Complainant contrary to Standard 4.4 of the Architects Code.</p>	Reprimand
14 December 2022	<p style="text-align: center;">UPC</p> <p>(1) The Respondent did not provide adequate terms of engagement to the Complainant contrary to Standard 4.4 of the Architects Code.</p>	Reprimand

Annexe B

List of PCC Decisions 2023 (January to July)

DATE	FINDING AND SUMMARY OF ALLEGATIONS	PENALTY
6 – 12 January 2023	<p style="text-align: center;">UPC:</p> <p>(1) The Respondent failed to adequately manage the costs of the project in respect that:</p> <p>(a) He made mistakes in the original cost estimate;</p> <p>(b) The cost estimate of the project rose from the original estimated sum of £214,706 to £245,979 during the course of the project; and</p> <p>(c) He did not provide updates to the Complainants about revised costs estimates between September 2019 and July 2020;</p> <p>(2) The Complainants made a payment of £70,000 to the Respondent in September 2019 for off-site manufacture of part of the build which was due to take place in November 2019 but did not take place until around 12 months later;</p> <p>(3) The Respondent failed to safeguard the client’s money by not depositing £70,000 paid by the Complainants in a designated client account or otherwise safeguard their money; and</p> <p>(4) The Respondent attempted to enter into an agreement with the Complainants which included them withdrawing their complaint about him to the ARB.</p>	<p>1 and 3 - Not proved</p> <p>2 and 4 – Proved but not UPC</p>
20 – 24 November 2022 & 9 – 13 January 2023	<p style="text-align: center;">UPC:</p> <p>(1) The Respondent did not appropriately manage a conflict of interest in that he:</p> <p>(a) Did not provide written disclosure to his client that in acting as an architect and contractor his advice would no longer be impartial;</p> <p>(b) Did not obtain written and informed consent from his client for him to continue to act as both architect and contractor;</p> <p>(2) The Respondent did not carry out work and/or ensure that work carried out was in accordance with building regulations requirements;</p> <p>(3) The Respondent:</p>	Erasure

	<p>(a) supervised and/or carried out work without planning permission;</p> <p>(b) gave inadequate and/or incorrect planning advice to his client.</p> <p>(4) The Respondent's actions at particular 3(a) lacked integrity.</p>	
16 – 19 January 2023	<p>UPC:</p> <p>(1) The Respondent issued a Practical Completion Certificate ("the Certificate") when it was not appropriate to do so in that he:</p> <p>(a) Did not issue the Certificate without undue delay;</p> <p>(b) Issued the Certificate with an incorrect issue date;</p> <p>(c) Issued the Certificate without the Contractors' Design Portion (CDP) elements and/or Health and Safety File information;</p> <p>(2) The Respondent did not issue an Interim Certificate without undue delay; and</p> <p>(3) The Respondent's actions at particular 1(b) were:</p> <p>(a) Misleading; and/or</p> <p>(b) Lacked integrity; and/or</p> <p>(c) Were dishonest.</p>	<p>(1) – Not proved</p> <p>(2) – Proved but not UPC</p> <p>(3) – Not proved</p> <p>Not Guilty</p>
30 January – 3 February 2023	<p>UPC and SPI:</p> <p>(1) Failed to provide adequate terms of engagement, contrary to Standard 4.4 to 4.6 of the Architects Code 2010;</p> <p>(2) Failed to act with due skill and care in respect of the design of the basement of the property and the design of the drainage in that:</p> <p>(a) He did not undertake revised drawings to show how to achieve continuity of waterproofing and tanking when it was identified the foundations were higher than he had anticipated and underpinning was necessary;</p> <p>(b) He did not recognise, following the underpinning, that the Original RIW Sheetseal 226</p>	3 month Suspension

	<p>waterproofing solution could not be applied in accordance with the manufacturer's instructions;</p> <p>(c) As a result of the failures at (a) – (b), above, the waterproofing and tanking as installed led to repeated flooding within the basement extension.</p> <p>(3) Failed to adequately carry out his duties as contract administrator in that:</p> <p>(a) He did not apply for an amendment to the building warrant as would have been necessary in light of particular 2(a), above;</p> <p>(b) He did not provide revised drawings to the Contractor in relation to particular 2(a), above, to show how continuity of waterproofing and tanking was to be achieved;</p> <p>(c) He allowed the Contractor, following the underpinning, to make decisions about the requirements for waterproofing and tanking when it was the Respondent's responsibility to do so;</p> <p>(d) He did not carry out sufficiently thorough inspections to ensure the works complied with the contract drawings and materials used were in conformity with the specification;</p> <p>(e) He signed the Practical Completion Certificate dated 26 October 2018 when he was not aware what tanking material the Contractor had used in respect of the waterproofing;</p> <p>(4) Failed to act in the best interests of the Complainants as his clients in that he:</p> <p>(a) Failed to advise the Complainants of the Contractor's liquidation;</p> <p>(b) Instructed that the Complainants make payment to a company other than the one named under their Small Building Works contract.</p>	
--	---	--

<p>20 – 22 February 2023</p>	<p>UPC:</p> <p>(1) In respect of a signed agreement (the “Agreement”) the Registered Person:</p> <p>(a) Amended the Agreement without the knowledge or consent of his client;</p> <p>(b) Initialled the Agreement with the client’s initials without the knowledge or consent of his client;</p> <p>(2) The Registered Person:</p> <p>(a) Did not provide his client with adequate advice in relation to planning; or</p> <p>(b) Provided planning advice to his client that he knew to be inappropriate.</p> <p>(3) The Registered Person did not deal with a complaint appropriately, contrary to Standard 10 of the Architects Code;</p> <p>(4) The Registered Person did not co-operate fully with his regulatory requirements contrary to Standard 11 of the Architects Code;</p> <p>(5) The Registered Person did not provide evidence of adequate Professional Indemnity Insurance cover to the ARB when requested to do so contrary to Standard 8 of the Architects Code;</p> <p>(6) The Registered Person’s actions at particular 1(a) and 1(b):</p> <p>(a) Lacked integrity; and</p> <p>(b) Were dishonest.</p> <p>(7) The Registered Person’s actions at particular 2 (b) lacked integrity.</p>	<p>Erasure</p>
<p>1 – 3 March 2023</p>	<p>UPC:</p> <p>(1) Following receipt of a letter dated 13 July 2018, the Registered Person did not notify her insurers of a complaint and/or shortcoming and/or circumstance and or incident that could give rise to a claim:</p> <p>(a) In a timely manner and/or;</p> <p>(b) When renewing her insurance policy in October 2018.</p>	<p>Not Guilty</p>

<p>9 March 2023</p>	<p>UPC:</p> <p>(1) The Registered Person did not provide adequate terms of engagement to the Referrer, contrary to Standard 4.4 of the Architects Code;</p> <p>(2) The Registered Person did not carry out his work adequately with regards to the Soil Report in that he did not:</p> <p style="padding-left: 40px;">(a) Adequately read the report; and/or</p> <p style="padding-left: 40px;">(b) Adequately act upon the report findings upon receipt of the report; and/or</p> <p style="padding-left: 40px;">(c) Provide the Soil Report to the Council until 29 October 2019; and/or</p> <p style="padding-left: 40px;">(d) Did not advise the Referrer of the findings of the Soil Report until 7 July 2020.</p> <p>(3) The Registered Person did not deal with a complaint appropriately, contrary to Standard 10 of the Architects Code.</p>	<p>£1000 Penalty Order</p>
<p>13 March 2023</p>	<p>UPC:</p> <p>(1) The Registered Person did not provide adequate terms of engagement contrary to Standard 4.4 of the Architects Code.</p>	<p>Reprimand</p>
<p>27 March 2023</p>	<p>UPC:</p> <p>(1) The Registered Person held himself out as, and/or allowed his clients to understand that he was, a licensed architect in California, when he was not;</p> <p>(2) On 15 December 2017 the Superior Court of the State of California found that the Registered Person performed services that required a California architect's license, despite not holding such a license; and</p> <p>(3) The Registered Person's actions at particular (1) were misleading.</p>	<p>Reprimand</p>
<p>21 April 2023</p>	<p>UPC:</p> <p>(1) In or around January 2020 the Registered Person advised the client to enter into a contract with Company A without providing any and/or any adequate information and advice on the following:</p> <p style="padding-left: 40px;">(a) Accurate details regarding the company name;</p> <p style="padding-left: 40px;">(b) That Company A was a lettings business as opposed to an architectural</p>	<p>£2,500 Penalty Order</p>

	<p style="text-align: center;">practice;</p> <p>(c) That the Registered Person was neither a Director or employed by Company A;</p> <p>(d) That architectural services on the client’s project would be undertaken, in whole or in part, by those employed by Company B;</p> <p>(e) Any implications 1(d) might pose to the client’s ability to pursue a claim against Company A.</p> <p>(2) Between 17 January 2020 and 1 April 2020, the Registered Person sent the client correspondence and invoices which referred to both Companies A and B which caused confusion as to who the client was in contract with;</p> <p>(3) Between 17 January 2020 and 20 January 2020, the Registered Person indicated to the client that Company A employed and was managed by those registered with the ARB when this was not the case;</p> <p>(4) The Registered Person’s actions at particulars 1(a) and/or 1(b) and/or 1(c) and/or (2) and/or (3):</p> <p style="padding-left: 40px;">(a) Were misleading; and</p> <p style="padding-left: 40px;">(b) Actions at particulars 1(c) and 3 lacked integrity.</p> <p>and that by doing so, he acted in breach of Standards 1 and 3 of the Architects Code: Standards of Conduct and Practice 2017 (“the Code”).</p>	
24 April 2023	<p style="text-align: center;">UPC:</p> <p>(1) In respect of Project A, the Registered Person did not provide any and/or any adequate terms of engagement to the Referrer, contrary to Standard 4.4 of the Architects Code; and</p> <p>(2) In respect of Project B, the Registered Person did not provide and and/or any adequate terms of engagement to the Referrer, contrary to Standard 4.4 of the Architects Code.</p>	Reprimand
12 May 2023	<p style="text-align: center;">UPC:</p> <p>(1) The Registered Person acted contrary to the requirements of Standard 9.2. of the Architects Code in that APH Architects Ltd, of which he was the Principal and/or Director, was subject to an Employment Tribunal Judgment (“the Judgment”) and he:</p> <p>(a) Failed to pay the financial order as instructed by the Judgment; and</p>	Erasure

	<p>(b) Failed to notify the registrar of the judgment within 28 days;</p> <p>(2) The Registered Person's actions at particular 1(a) and/or (b) lacked integrity; and</p> <p>(3) The Registered Person's action at 1(b) were dishonest.</p>	
25 May 2023	<p>UPC:</p> <p>(1) The Registered Person did not provide adequate terms of engagement contrary to Standard 4.4 of the Architects Code.</p>	Reprimand
2 June 2023	UPC	2 year suspension
7 June 2023	UPC	6 month suspension
15 June 2023	UPC	Erasure

UPC = unacceptable professional conduct

SPI = serious professional incompetence

Consent Order= This is where the Architect accepts the facts and matters set out and consents to the Consent Order Panel of the Professional Conduct Committee making a disciplinary order against him or her in the terms set out and confirms that he/she has been offered the opportunity to appear before a Hearing Panel of the Professional Conduct Committee to present his case, but does not wish to do so.