

First published in the Government *Gazette*, www.egazette.gov.sg, on 30 May 2025.

ARCHITECTS ACT 1991 (SECTION 38)

ARCHITECTS (PROFESSIONAL CONDUCT AND ETHICS) RULES 2001

ARRANGEMENT OF RULES

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[5 January 2001]

Citation

1. These Rules are the Architects (Professional Conduct and Ethics) Rules 2001.

Code of Professional Conduct and Ethics

2.—(1) Every registered architect must observe and be guided by —

- (a) Parts 1 and 2 of the Code of Professional Conduct and Ethics set out in the Schedule; and
- (b) the Board's pronouncements on professional matters and professional conduct and ethics issued from time to time.

Prepared and Published by

THE LAW REVISION COMMISSION UNDER THE AUTHORITY
OF THE REVISED EDITION OF THE LAWS ACT 1983

2.6.2025

(2) Every licensed corporation and licensed partnership must, when rendering architectural services in Singapore, observe and be guided by —

- (a) Part 1 of the Code of Professional Conduct and Ethics set out in the Schedule; and
- (b) the Board's pronouncements on professional matters and professional conduct and ethics issued from time to time.

Dispute between 2 or more registered architects, etc.

3.—(1) Where a dispute between 2 or more registered architects, licensed corporations or licensed partnerships relating to professional conduct or ethics is referred to the Board, the Board must —

- (a) require the registered architect, licensed corporation or licensed partnership concerned to submit a written statement of the matters at issue in the dispute to the Registrar who must place the statement before the Board at its next meeting; and
- (b) consider the statements of the parties to the dispute at the meeting and —
 - (i) determine the dispute in such manner as the Board thinks fit; or
 - (ii) with the consent of the parties, refer the parties for mediation by such person as may be agreed by the parties or, failing such agreement, as the Board or any mediation centre may appoint.

(2) Where the parties have been referred for mediation under paragraph (1)(b)(ii) and they fail to resolve the dispute through mediation, the Board may —

- (a) recommend that the parties refer the dispute for further mediation; or
- (b) if the parties agree to be bound by the decision of an arbitrator, refer the parties to arbitration by an arbitrator appointed by the Board.

Dispute between registered architect, licensed corporation or licensed partnership and another person

4.—(1) Where a dispute between a registered architect, licensed corporation or licensed partnership and another person is referred to the Board, the Board may, with the consent of the parties, refer the parties for mediation by such person as may be agreed by the parties or, failing such agreement, as the Board or any mediation centre may appoint.

(2) Where the parties have been referred for mediation under paragraph (1) and they fail to resolve the dispute through mediation, the Board may —

- (a) recommend that the parties refer the dispute for further mediation; or
- (b) if the parties agree to be bound by the decision of an arbitrator, refer the parties to arbitration by an arbitrator appointed by the Board.

Board entitled to recover expenses

5. The Board may recover any expenses incurred by it in —

- (a) determining any dispute between 2 or more registered architects, licensed corporations or licensed partnerships under rule 3(1)(b)(i);
- (b) giving any specific advice to a registered architect, licensed corporation, licensed partnership or any member of the public upon a request being made for such advice; or
- (c) referring any dispute for mediation or to an arbitrator under rule 3 or 4.

Fees payable for registered architect's services, etc.

6.—(1) Where a registered architect, licensed corporation or licensed partnership (called in this rule a claimant) performs partial services for any reason, including the abandonment, deferment, substitution or omission of any work or part thereof, or if the claimant's services are terminated for any reason, the claimant is entitled to such fees for such partial services rendered, or services performed up to the date of termination of the claimant's services as may be agreed between the parties or, in the absence of any specific agreement to that effect, the following fees:

- (a) fees for taking client's instructions and preparing preliminary sketch designs to illustrate the possibilities of a site or cost of a scheme on a quantum merit basis;
- (b) fees for taking client's instructions, preparing sketch designs sufficient to indicate the claimant's interpretation of the client's instructions, and preparing preliminary drawings and particulars sufficient to enable applications for permission under the Planning Act 1998 to be made, based on 20% of the total agreed fees;
- (c) fees for taking client's instructions, preparing sketch designs sufficient to indicate the claimant's interpretation of the client's instructions, preparing preliminary drawings and particulars sufficient to enable applications for permission under the Planning Act 1998 to be made, and for obtaining such permission, based on 25% of the total agreed fees;
- (d) fees for taking client's instructions, preparing sketch designs, making approximate estimates of cost of works by cubic measurement or otherwise, and preparing sufficient drawings for applications for approval of building plans to be made, based on 45% of the total agreed fees;
- (e) fees for taking client's instructions, preparing sketch designs, making approximate estimates of cost of works by cubic measurement or otherwise, preparing sufficient drawings to enable applications for approval of building

plans to be made, and for obtaining such approval, based on 50% of the total agreed fees;

(f) fees for taking client's instructions, preparing sketch designs, obtaining planning permission and approval of building plans, and preparing working drawings, specifications or such other particulars as may be necessary for —

(i) the preparation of bills of quantities by an independent quantity surveyor; or

(ii) for the purpose of obtaining tenders, based on 65% of the total agreed fees, and includes such proportion of the remaining 35% of the total agreed fees as the value of the completed building works bears to the total value of the building works.

(2) In this rule, "total agreed fees" means —

(a) the lump sum agreed between the claimant and the client concerned; or

(b) such percentage of the value or estimated value of the building works to which the architectural services rendered by the claimant relates, as may be agreed between the claimant and the client concerned,

to be the fee payable for all architectural services rendered by the claimant if there had been no termination of supply of the claimant's services.

(3) This rule does not apply to a registered architect, licensed corporation or licensed partnership in respect of architectural services rendered in any project in which he, she or it is also providing building services, whether on his, her or its own or together with any other person.

THE SCHEDULE

Rule 2

CODE OF PROFESSIONAL CONDUCT AND ETHICS

PART 1

1. In this Part —

“architect” means a registered architect and includes a licensed corporation and licensed partnership;

“housing developer” has the meaning given by the Housing Developers (Control and Licensing) Act 1965;

“publicity” means any form of advertisement and includes any advertisement —

- (a) printed in any medium for the communication of information;
- (b) appearing in, communicated through or retrievable from, any mass medium, electronic or otherwise; or
- (c) contained in any medium for communication produced by architects or for their use,

and its derivatives, and “publicise”, “publicised” and “publicising” are to be construed accordingly.

2. An architect must discharge faithfully his or her responsibilities to his or her client.

3.—(1) An architect must at all times apply the conditions of a contract with entire fairness between his or her client and the other party to the contract, and in any question arising between his or her client and the other party to the contract in which the architect is acting between the parties by reason of his or her professional expertise, he or she must act in an impartial manner.

(2) An architect —

- (a) must invite tenders for all contracts, including prime costs or provisional sum items, unless his or her client otherwise directs;
- (b) must not unreasonably withhold from his or her client copies of all relevant information and prints of drawings obtained or prepared by him or her on behalf of that client; and

THE SCHEDULE — *continued*

- (c) must release to his or her client copies of all relevant information and prints of all drawings already obtained or prepared by him or her on behalf of the client when so directed by the Board, or upon payment by the client of such charges as may be agreed between himself or herself and his or her client or, in the absence of such agreement, such charges as may be determined by the Board.

(3) Sub-paragraph (2)(a) does not apply to an architect in respect of any project in which he or she is providing both architectural services and building services, whether on his or her own or together with any other person.

4.—(1) Subject to this paragraph, an architect, in respect of the architectural services he or she renders, must be remunerated solely by fees in respect of those services payable by his or her client or by a salary payable by his or her employer, and the architect must be debarred from any other source of remuneration in connection with such services rendered.

(2) An architect that is a licensed corporation or licensed partnership must not allow any of its employees, directors of the corporation or members of the partnership to receive remuneration other than by fees in respect of those services payable by its client or by salary payable by the licensed corporation or licensed partnership.

(3) Without limiting sub-paragraph (1), an architect must not —

- (a) accept any discount, gift, commission or other payment or consideration, in respect of the architectural services he or she renders, from any source other than his or her client; or
- (b) insert or permit the insertion of any clause in any tender, bill of quantities or other document which provides for payments to be made to him or her by a contractor in respect of the architectural services he or she renders, except with the full knowledge and approval of his or her client.

(4) Nothing in this paragraph prohibits —

- (a) an architect who is a director of a licensed corporation from receiving remuneration for his or her services as a director;
- (b) an architect who is a shareholder in a licensed corporation from receiving any dividend on his or her shares; or
- (c) an architect who is providing both architectural services and building services in any project from receiving his or her fees in respect of the building services rendered by him or her in that project.

THE SCHEDULE — *continued*

5.—(1) An architect may, subject to this paragraph, publicise his or her practice or allow his or her employees or agents to do so.

(2) In publicising his or her practice, an architect must uphold the dignity, standing and reputation of the profession.

(3) An architect must not publicise his or her practice in a manner which —

- (a) is likely to diminish public confidence in the profession or otherwise bring the profession into disrepute;
- (b) may reasonably be regarded as misleading, deceptive, inaccurate, false, or in any way unbecoming the dignity of the profession; or
- (c) is determined and pronounced by the Board to be an undesirable manner of publicising the practice of an architect.

(4) For the purpose of this paragraph, publicity is regarded to be misleading, deceptive, inaccurate or false if it —

- (a) contains a material misrepresentation;
- (b) omits to state a material fact;
- (c) contains any information which cannot be verified; or
- (d) is likely to create an unjustified expectation about the results that can be achieved by an architect.

(5) In publicising his or her practice, an architect must ensure that —

- (a) any claim to his or her expertise or specialisation can be justified;
- (b) the publicity does not make any comparison or criticism in relation to the fees charged, or the quality of the architectural services rendered, by any other architect;
- (c) the publicity does not make any reference to any building project in which he or she had not rendered any architectural services;
- (d) the publicity does not make any direct or indirect mention of any building project in which he or she had rendered architectural services if the provision of such information will involve a breach of confidentiality he or she owes to any client or former client; and
- (e) where the publicity makes any direct or indirect mention of any building project, he or she must state his or her specific involvement in that project and give due credit to any other architect involved in that project.

THE SCHEDULE — *continued*

(6) For the purposes of sub-paragraph (5), the following factors must be taken into account in justifying any claim to expertise or specialisation:

- (a) the academic qualifications of the architect;
- (b) the architect's experience in rendering architectural services of a similar nature having regard to the complexity of the design and construction;
- (c) the architect's resources and capacity to render such architectural services which he or she claims to have expertise or specialisation in;
- (d) such other factors as the Board may determine to be relevant.

(7) It is the responsibility of every architect to ensure that any publicity relating to his or her practice complies with this paragraph, whether such publicity is conducted by him or her or any other person on his or her behalf.

(8) Where an architect becomes aware of any impropriety in any publicity relating to his or her practice, it is his or her responsibility to use his or her best endeavours to procure the rectification or withdrawal of the publicity, and to prevent its recurrence.

(9) The responsibility of an architect under this paragraph is not capable of being delegated to any other person, whether or not that other person is also an architect.

6.—(1) An architect must not accept any work which involves the giving or receiving of discounts or commissions in consideration for, or as an inducement to, the introduction of clients.

(2) An architect must not tout for business or do anything which is likely to lead to the reasonable inference that it is done for the purpose of touting.

7. An architect may allow any illustration or description of his or her work signed by him or her to be published in the press, except that he or she must not solicit directly or indirectly any advertisement from any person for such publication.

8. An architect may publish or consent to the publication of a series of illustrations, either in the form of a circular, brochure or book with or without descriptive letterpress, of his or her work, except that he or she must not solicit directly or indirectly any advertisement from any person for such publication.

9.—(1) An architect may exhibit his or her name outside his or her office or on a building which is being constructed, altered or extended, in relation to which he or she is rendering architectural services, if the exhibit is displayed in an unostentatious manner.

THE SCHEDULE — *continued*

(2) An architect may sign on buildings which have been designed by him or her provided that the signing is done unostentatiously.

10.—(1) An architect must not take part in an architectural competition where —

(a) the Board has previously issued a warning against taking part in that competition; or

(b) the competition is held otherwise than in accordance with any rules approved by the Board for the purpose of such competition.

(2) An architect must not —

(a) be associated in any way with the carrying out of any work involving a design which was selected as a result of taking part in a competition held in any of the circumstances specified in sub-paragraph (1)(a) or (b); or

(b) attempt in any way to secure work for which a competition has been held unless —

(i) he or she is a competitor in that competition; and

(ii) such work is secured in accordance with the rules of the competition that are in force.

11.—(1) An architect must at all times, with due regard to the interest of his or her client, act honourably towards other architects.

(2) An architect must not supplant or attempt to supplant another architect.

(3) Except as otherwise approved by the Board, an architect must not compete with another architect by means of a reduction of fees or by any other inducement to any person.

(4) If an architect, on being approached or instructed by or on behalf of any person to act as the architect or builder or both in any project, knows, or can ascertain by reasonable inquiry, that another architect is or has been engaged to act as the architect or builder or both in the same project, he or she must notify the other architect or the Board before he or she accepts the engagement or commission.

THE SCHEDULE — *continued*

(5) An architect must not accept a commission or engagement to render architectural services for a client in relation to a project if —

- (a) another architect was previously engaged by the client in relation to the project;
- (b) the other architect or the client terminated the contract for service in relation to the project; and
- (c) a claim for fees for architectural services rendered by the other architect to the client is not wholly satisfied.

(6) Despite sub-paragraph (5), an architect may accept a commission or engagement to render architectural services in the circumstances specified in that sub-paragraph if security for the outstanding fees has been furnished by the client concerned jointly in favour of the other architect and the Board.

(7) Any security furnished under sub-paragraph (6) must be in accordance with such agreement as may be made by the other architect and the client concerned or, in the absence of such agreement, on such terms and conditions as may be determined by the Board.

(8) Sub-paragraphs (3), (5), (6) and (7) do not apply to any architect in respect of any project in which he or she is providing both architectural services and building services, whether on his or her own or together with any other person.

12. An architect must not, while engaging in the practice of architecture, act in a manner which —

- (a) is inconsistent or out of keeping with the fitting and proper discharge of his or her professional duties;
- (b) would raise doubts as to his or her professional integrity as an architect; or
- (c) would raise doubts as to whether he or she will render his or her architectural services in accordance with any written law and with honesty and integrity.

13.—(1) An architect must not hold, assume or consciously accept a position in which his or her interest is in conflict with his or her professional duty to his or her client without previously informing his or her client, and he or she must advise his or her client of the possibility of any conflict between his or her interest and the interest of his or her client.

(2) Without limiting sub-paragraph (1), an architect must not act as an architect in respect of a contract to which he or she is a party without previously informing the other party to such contract of that fact and that he or she intends to so act.

THE SCHEDULE — *continued*

14. Despite any of the provisions in this Schedule, an architect must not act as an architect in respect of any project in which he or she is acting as a housing developer.

15. An architect must —

- (a) exercise diligence to ensure that there is no contravention of or failure to comply with any written law by any person in the carrying out of any building project or works in relation to which he or she is rendering architectural services; and
- (b) immediately report to the competent authority, the building authority or any other relevant authority of any contravention of or failure to comply with any written law by any person in the carrying out of any building project or works in relation to which he or she is rendering architectural services when he or she knows of such contravention or failure.

PART 2

1.—(1) An architect may —

- (a) contribute articles for publication in any publication or journal on any matter of architectural interest;
- (b) receive remuneration for any contribution in any seminar or conference or the like by way of written papers or participation other than as a member of the audience; and
- (c) receive remuneration for his or her contribution to the publication of any book or other literature.

(2) An architect may —

- (a) participate in forums; or
- (b) be interviewed through the media,

in a manner not otherwise prohibited by this Schedule, where the object of such forum or interview is to promote interest in architecture or in the profession.

(3) An architect is at liberty to attend and participate in any function or ceremony which is held in connection with any building project.

(4) Any information released or statement made by an architect in relation to the supply of architectural services by him or her must be accurate, truthful and dignified, and must not be misleading, exaggerated or ostentatious.

THE SCHEDULE — *continued*

2. An architect who is an assessor in an architectural competition must not act as an architect or a builder in any matter connected with a work or project which has been the subject of the architectural competition, but he or she may act as an arbitrator in any dispute between the promoters of the competition and an architect who participated in the competition.

3. An architect must not, for the purpose of obtaining any permit, licence or approval of the building authority, sign any drawings, plans or specifications which are not prepared by him or her or any member of the staff under his or her supervision, unless he or she has personally scrutinised and checked those drawings, plans or specifications.