

Title: The architect's duty of care in respect of design to third parties

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Abstract:

The architects do their utmost to carry out faithfully the terms and conditions of the professional service agreements we enter into. They all strive to do their very best professional work, but occasionally the physical or administrative results as perceived by their clients are not completely acceptable. They may feel that the architects have not been sufficiently diligent or have performed some part of our duties at a substandard level. The project may have exceeded the client's budgetary or completion time expectations. There may be defects in the finished product for which clients would seek to hold us financially responsible. As a matter of fact, the architects can be held legally responsible for our clients' financial losses if they are proven to have been negligent. Often the architect is blamed for defective premises that may occur upon completion of the building. To what extent he can be blamed? Is there a limitation of period for liability to take effect or whether he is liable for whole life? Several decisions have established that an architect may remain liable and may owe a duty of care to subsequent purchasers and tenants of a property for latent defects by failing to adequately specify design parameters or negligently approving designs. This research is to explore the standard of Architect's duty of care in respect of design to third party.