

Addendum A to the IID Constitution

CODE OF CONDUCT

The South African Institute of the Interior Design Professions (IID)

All members of the South African Institute of the Interior Design Professions (IID) are obliged to adhere to the Code of Professional Conduct and to accept such by signature below.

The observance of this Code is a condition of membership of the Institute. The Council may reprimand, suspend or expel any member or in the case of corporate and founding members request resignation, as defined in Section 6.5 to 6.6 of the Constitution of the IID, who infringes this Code, or who, in its opinion, conducts himself in any manner which discredits the profession.

Any questions, which may arise as to the interpretation of this Code, are to be referred to the National Council whose decision is final. The National Council may consult the President of the IIF and/or Past-Presidents to assist in their decision making process.

Members conducting a design practice in partnership or association with non-members shall be responsible for the observance of this Code by themselves and by all members of the organisation.

Members working or seeking work in a country other than the Republic of South Africa shall at all times observe the relevant Code of Conduct of the National Institute concerned, subject to that Institute being a member of the IIF.

1. The Member's Responsibility to the Community

- 1.1. A Member accepts a professional obligation to further the social and aesthetic standards of the community.
- 1.2. A Member shall act in keeping with the honour and dignity of the profession.
- 1.3. A Member shall not consciously assume or accept a position in which his personal interests conflict with his professional duty.
- 1.4. A Member accepts professional responsibility to act in the best interests of the ecology and the natural environment.
- 1.5. A Member must represent them self correctly and may not refer to themselves an 'interior architect', 'interior designer' or 'interior decorator' without being certified, qualified and/or experienced as such.

2. The Member's Responsibility to his Client

- 2.1. A Member shall act in his client's interests and use his best endeavours within the limits of his professional duties.
- 2.2. A Member shall not work simultaneously on assignments, which are in direct competition without the agreement of the clients or employers concerned except in specific cases where it is the convention of a particular trade for a designer to work at the same time for various competitors.
- 2.3. A Member shall treat all knowledge of his client's intentions, production methods and/or business organisation as confidential and shall not, at any time, divulge such information without the consent of his client. It is the member's responsibility to ensure that all members of his staff are similarly bound to confidentiality.

- 2.4. A Member shall not release for publication any confidential information about the work he is doing or has completed, unless his client or employer has given prior consent. Such consent shall, however, not be unreasonably withheld by the client.

3. The Member's Responsibility to Other Members

- 3.1. A Member shall not knowingly accept any professional assignment upon which another member has been or is acting without notifying the other member and until he is satisfied that the former appointment has been properly terminated.
- 3.2. A Member shall not attempt, directly or indirectly, to supplant another member, nor may he compete with another member by means of unethical inducement.
- 3.3. A Member must be fair in criticism and shall not denigrate the work or reputation of a fellow member.
- 3.4. A Member shall not accept instructions from his client or employer, which knowingly involve plagiarism, nor shall he consciously act in any manner involving plagiarism.

4. Remuneration

- 4.1. A Member shall work only for a fee, a royalty and/or a salary. Separate charges shall be allowed, where necessary, for time spent on contracting or supplying services on behalf of the client.
- 4.2. A Member shall not undertake any work at the invitation of a client without payment of an appropriate remuneration. A Member may, however, undertake work without fee or at a reduced rate for charitable or non-profit making organisations.
- 4.3. A member shall comply with the Consumer Protection Act no. 68 of 2008
- 4.4. A Member who is asked to advise on the selection of designers shall accept no payment in any form from the designer recommended.

5. Publicity
 - 5.1. A Member may take paid advertising space in any media or publish publicity material in which to advertise his professional services, provided all information is truthful, factual and does not make any unsubstantiated claims. It must be fair to clients and other designers in accordance with the dignity of the profession.
 - 5.2. A Member may approach a potential client or employer only in a professional manner.
 - 5.3. A Member may allow his name to be used by clients, employers, agents or others in advertisements only in connection with factual statements of goods or services offered and provided the statements in such advertisements are not harmful to other members or detrimental to the dignity of the profession.
 - 5.4. A Member shall not allow his name to be associated with the realisation of a design, which has been changed by the client as it is no longer to be substantially the original work of the member.
6. Conditions of Engagement
 - 6.1. Members may negotiate conditions of engagement to their and their clients' satisfaction according to the circumstances of any particular project provided that fees for design services shall always be confirmed in writing as well as the form of service being supplied.
 - 6.2. Exclusive services or retainers in a particular field of design may be secured by agreement between client and member.
 - 6.3. Upon the premature cancellation of any agreement by the client, the member is entitled to payment for services rendered in relation to the time and expenses involved.
 - 6.4. Any dispute or difference arising out of the Contract shall be resolved under the provision of the Arbitration Act.
7. Additional Instruction and/or Change of Brief
 - 7.1. If the client's original instructions are subsequently varied or augmented during the course of a project, a fee pro rata for the additional work shall be chargeable.
8. Design Registration
 - 8.1. When the client acquires the ownership of a design, the member shall, where desired, assist in any application for design registration.
9. Patents, Copyright and Trademarks
 - 9.1. All patentable or copyrightable material, which may be originated by the member during the development of a project, shall remain his property unless or until a separate agreement is entered into assigning patent or copyrights in part or in full, as may be desired by the member and the client.
10. Design Alteration
 - 10.1. A design shall not be altered or adapted by the client without the member's explicit consent.
11. Design Credits
 - 11.1. A member shall be entitled to claim authorship of a design for which he has been responsible and his consent shall be obtained before his name or signature is reproduced on any finished product or otherwise published by the client.

By signature below I,(full name) hereby accept to abide by the rules of this Code of Conduct in my professional practice as a member of the African Institute of the Interior Design Professions (IID)

on this day of(month) in the year.....

(Signature)