

Appendix: Key themes and practical risk management points

Theme	Case	Facts	Principles	Potential actions and risk mitigations
Scope, inspections and records	<i>McGlenn v Waltham Contractors Ltd & Ors [2007] EWHC 149 (TCC)</i>	Considered inspection duties and limits of an architect's responsibility for defective workmanship. Following the contractor's insolvency, the claimant pursued the professional team regarding design, specification, contract management and inspection.	Emphasises the importance of identifying boundaries for each parties' role and responsibilities in writing from the outset. Appointments should make clear what the architect is (and is not) responsible for, which elements others will inspect and where reliance is placed on other disciplines. Confirms that the existence of defective workmanship does not automatically establish negligence by the architect for failing to spot it. A claimant must identify what the architect should reasonably have seen (and when) and what action should have been taken. Reasonable periodic inspection is not constant supervision of every matter in detail. Its frequency and duration should reflect the nature and importance of the works and associated risks.	Keep clear site visit notes and records of communications, defects and instructions. Where concerns arise, take proactive steps to manage disputes and protect professional liability positions. Where an issue is identified, it is usually not enough simply to mention it informally to the contractor. The concern, required action, and outcome should be documented.
Allocation of risk and responsibility	<i>Trustees of National Museums and Galleries on Merseyside v AEW Architects & Designers Ltd (No.1) [2013] EWHC 2403 (TCC)</i>	Claim concerning the design of terraces, seats and steps. Architect alleged that the specialist reinforced concrete sub-contractor was responsible for inadequate design. 75% liability apportioned to the architect and 25% to contractor.	Apportionment of responsibility and liability between design team members for a design error typically depends on their respective involvements and the opportunities to avoid an error.	Consider appropriate allocation and apportionment of risk to manage claims exposure, deductibles and recoveries.

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Budgetary discipline	<i>Riva Properties Ltd & Ors v Foster + Partners Ltd [2017] EWHC 2574 (TCC)</i>	Illustrates risks of designing without sufficient clarity on budget, or giving reassurance that a project can be value engineered without sufficient basis.	Claimants recovered damages after relying on advice that project costs could be reduced to meet funding.	Confirm client's budget at project initiation and continue to monitor it, especially in view of market developments. If design development creates budget pressure, the client should be warned clearly and promptly. Value engineering comments should be appropriately qualified and, where necessary, supported by cost consultant input. Stage-by-stage budget reviews may provide a useful audit trail.
Friendly advice	<i>Burgess & Anor v Lejonvarn [2018] EWHC 3166 (TCC)</i>	Architect provided free design and project management services for a neighbour's landscaping project. Whilst the negligence claim failed on the facts, earlier proceedings established that a professional duty of care could arise even without a contract or payment.	Demonstrates risks of informal advice, small projects and favours for friends: approach with caution since professional duties may attach.	A short appointment, clear scope and written records may avoid later disputes. Drawings, sketches or advice to be marked and communicated so their status is clear.

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Client brief and design changes	<i>Freeborn & Anor v Marcal (t/a Dan Marcal Architects) [2019] EWHC 454 (TCC)</i>	Dispute concerning whether the design matched the clients' requirements and what they understood they were approving.	Fact-sensitive judgment reinforces importance of agreeing and recording the client's brief and obtaining approval for material design changes.	Document the brief, test compliance as the design develops, and obtain approval for material aesthetic, functional or cost changes. If the design changes, inform the client. Contemporary records typically carry greater evidential weight.
Site security	<i>Rushbond PLC v The JS Design Partnership LLP [2021] EWCA Civ 1889</i>	A property developer claimed after an architect allegedly left a door unlocked during an inspection of an empty building, leading to later damage.	Risks during site visits are not limited to technical inspection.	Practices should implement clear procedures for managing security risks, including protocols for access, keys, alarm codes and securing premises after visits (particularly for empty, sensitive or partially occupied buildings).
Duty to review	<i>Carrington v American International Group UK Limited [2025] EWHC 1010 (TCC)</i>	Architect alleged to have failed to produce adequate construction information for a residential refurbishment. When the contractor left site citing a lack of technical information, the architect argued that the review duty could only arise where design information was produced. The court rejected that narrow approach. The duty to review may, subject to the appointment obligations and facts, may be triggered by project events including contractor queries, delay, or circumstances suggesting that information is insufficient for the works to proceed.	When supervising or inspecting works (i.e. where such obligations are clearly set out in the appointment), architects must continue to remain alert to the context and whether information is sufficient for the contractor. They may be required to take proactive steps in appropriate circumstances.	Remain alert to warning signs and record responses to information gaps, design queries and site difficulties. Do not allow projects to drift when warning signs emerge.

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Materials and methods	<i>Vitsoe Limited v Waugh Thistleton Architects Limited</i> [2025] EWHC 850 (TCC)	Concerned an architect's duty when coordinating design works and specifying cross-laminated timber following alleged moisture damage during construction. Claim failed since the architect's duties did not extend as far as alleged on the facts.	Demonstrates how the scope of duty will be analysed by reference to the procurement structure, appointment, others' responsibilities and technical evidence.	Where unusual or sensitive materials or specialist methods are specified, consider any vulnerabilities and how associated risks may be addressed through design, specification or sequencing.