

The 'Wonky' home cinema – A play for Architecture students

The following script is an active learning experience based on a true story. The 'Wonky' Home Cinema. The intention is that we use the script below as a starting point and feel free to improvise as we go – much in the same way Robert De Niro did in Taxi Driver.

We will pause the play as we go to discuss key elements...

Disclaimer:

The story, all names, characters, and incidents portrayed in this production are fictitious. No identification with actual persons (living or deceased), places, buildings, and products is intended or should be inferred. No person or entity associated with this play received payment or anything of value, or entered into any agreement, in connection with the depiction of an architectural project. No animals were harmed in the making of this play.

Cast:

1. The architect
2. Mr Client & Mrs Client
3. The Structural Engineer
4. The judge
5. Head of the architects 'board'

Clients: Hi Mr/Mrs Architect, we're looking for an architect to design us a sleek 'modern' cube in the poolhouse at [our] £7 million home in Totteridge, north London. We would like to have a cinema in the 'pod'

Architect: Brilliant!!! I'm the person for your job. I can do this on an ad-hoc basis and my hourly rate is £35 (approx. €39 ph)

DISCUSS:

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- 2.8** Architects, when undertaking an architectural commission shall, as soon as is reasonably practicable, confirm in writing to the client and / or the employer:
1. The scope of the professional services to be provided.
 2. The fee or the method of calculating fees.
 3. Description and allocation of the responsibilities of client, architect and other consultants.
 4. Any limitations of responsibilities.
 5. Payments stages and terms of payment.
 6. Provisions for termination.
 7. Any special or unusual factors.
 8. Information on dispute resolution procedures.
 9. Projected timescales for delivery of stages of the service.
 10. The target or other cost limit for the project, work or services.
 11. The essential requirements of the project and any special circumstances and conditions relevant to the commission.

Several weeks later:

Architect: I have some great ideas, what I've put together is this Pinterest board that goes through what I think we can do

Exhibit A – the Pinterest image of a glazed 'sleek' cinema pod:



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Clients: Wow, that's EXACTLY what we're looking for. It's perfect. Build it!

Several more weeks go by...

Clients: We've had a few ideas ourselves and I've got this Pinterest image that we would like it to look like:



Architect: That's no problem, I can definitely get it to look like that.

DISCUSS:

The importance of 'signed-off' design drawings, agreed by the client & the architect

Architect: Hi Structural Engineer, I've got this great project where I've got some very sketchy drawings but I need some structure to hold it up. What can you do?

Structural Engineer: Well based on your very sketchy drawings, you're going to need the following:

- Spider bolts to hold the glass
- It can't be glass box but instead it will need to be a 'wooden box with glass panels'

DISCUSS:

The importance of coordinating drawings between architect and engineer and then communicating those changes to be approved in writing by the clients

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This is what was built:

Exhibit B – the built cinema pod



The clients were not happy with what was built and had it demolished, they then took the architect to court for damages. The couple's list of complaints included: that the architect had delivered a 'wooden box' with glazed panelling rather than 'glass walls'; that it had 'visible spider bolts'; was supported on six legs and not four, and had a 'wonky industrial' aesthetic.

A court case ensues and below are some key aspects from that case:

Judge: Architect, can you show me [the] written brief and [] consultation with the claimants as [the] brief changed

Architect: ...

Judge: Architect, can you show me: [how the] initial planning brief [was] recorded in writing by reference to drawings, sketches, or three-dimensional models and a detailed written description of the design. [This] brief should show what the final design will achieve in terms of accommodation, costs, level of finish and operational requirements.

Architect: ...

Judge: Architect, can you show me: [how] Any variations to the planning brief [were] recorded on the same basis and forwarded to the client. An architect should ensure that these documents are agreed and counter-signed by the client before construction is commenced.

Did you do this?

Architect: ...

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Judge: Architect, can you show me: [the] Minutes of meetings [that were] taken and circulated to all attendees and [the] monthly progress reports issued to the clients and all interested parties. Any notes taken by the architect should be promptly typed up and distributed to all attendees.'

Architect: ...

Summing Up

Judge: The Pinterest board: 'could not be relied upon because they could not be reliably used as a source document'

Consider that any architect authorised to spend sums in excess of £460,000 on a glass box would be expected to produce a design not only in accordance with his clients' expectations but also something "bespoke" and "high end"

'That is not what the claimants reasonably thought had been provided. What was provided had not been discussed with them and had not been approved by them.'

'With regard to the spider [bolts], there was no agreed brief for visible spider bolts. Reliance on random photographs on the Pinterest board does not establish that what the claimants contend are unsightly were ever approved by them. They were not shown on the concept drawings sent for building contract. They were never discussed, explained or approved.

'Similarly, the claimants on the basis of the concept drawings were expecting a glass box, not a wooden box with glass panels.'

'The claimants not knowing and not agreeing to the design of the cinema room as implemented, and the change from sleek modern design to industrial wonky design, was all as a result of the defendant's negligence in having no written brief and no consultation with the claimants as that brief changed so dramatically.

'None of those changes were shared with the claimants in writing or otherwise. They were entitled to be outraged by what they saw had been produced at great cost, which was not what they were expecting.'

Therefore:

[The] Demolition of the cinema was 'reasonable' and that these costs and the wasted money spent on the job should be borne by the architect.

The architect was ordered to pay £500,000 in damages plus costs

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Head of the architects board: 'This case should be a warning to all architects, whatever the size or complexity of the project, that they must ensure they have a clear agreed detailed brief of the client's requirements, a clear agreed appointment contract [stating] the fees to be paid. [Architects should] keep detailed notes of all meetings and confirm all the changes, whoever makes them, immediately to the client.'

This case demonstrates the enormous importance of communication between an architect and a client. Among the many issues that necessitate clear understanding, cost and design are paramount.

It is a basic duty of an architect to show clients what they are getting

Whether by the time honoured process of hand-drawn sketches, or by physical models, computer modelling or the written word, the prudent architect must ensure that the client 'signs off' the proposals which must be shown and/or described in sufficient detail, and with sufficient clarity, to confirm beyond any reasonable doubt what is to be built.

In short: it is a basic duty of an architect to show clients what they are getting.

Do not rely on oral agreements or your memories of what happened. If there is a dispute it's our word against theirs – and the client is likely to be given the benefit of the doubt. They are the layperson and you are the professional.