APEAS

THE ARCHITECTS' PROFESSIONAL EXAMINATION AUTHORITY IN SCOTLAND Ltd.

2026/27 PRACTICE PAPER

Day 1: Monday, 16 November 2026

Questions 1 to 4

(Questions are numbered 1 to 8 across both parts of the Practice Paper.)

All 4 questions must be attempted

Answers must be submitted by 7.30 pm on

Monday, 16 November 2026 as per separately issued instructions.

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Question 1

Memo to Candidate

Dear Candidate,

Please find attached an email from our client. As you know John is on holiday and I need to respond.

I have checked the file and it would seem that we have failed to discharge, or incorporate into the specifications and drawings, the conditions attached to the Listed Building Consent. Planning Approval and Listed Building Consent were secured by another architect.

I've also checked our Appointment Letter, and we make no mention of any input into the process of discharging conditions.

I have found the LBC approval documentation. The 2nr applicable conditions are as follows:

Condition Nr 1.

"Stone repairs, including repairs to chimneys, shall be carried out using replacement natural stone to match the original stonework in every respect including colour, geological character, texture and coursing pattern. A petrographic analysis of the original stonework and the proposed replacement stone together with samples shall be submitted to and approved in writing by the planning authority before work on this element of the development commences.

Reason: To enable the Planning Authority to consider this/these aspect(s) in detail.

Reason: To safeguard the character of the listed building.

We have a copy of a stone analysis report, with 3nr suitable matched stones identified. The control sample on site is for a stone selected by the client as his mason had a stockpile of this in his yard. It's not one of the three stones identified in the report.

Condition Nr 2.

"A report highlighting the repair methodology of the timber sash and case windows shall be submitted for the written approval of the Planning Authority prior to works commencing on this aspect of the development. The report shall detail the scope of work to the timberwork components with a paint scrape analysis to determine the final paint colour finish.

Reason: To enable the Planning Authority to consider this/these aspect(s) in detail.

Reason: To safeguard the character of the listed building.

We need to act quickly: can you look at the email and inform me of what you suggest our immediate course of action should be? Please can you cover the following:

- How should we deal with the planning condition issues, and do you think we have any liability?
- Can the local Authority insist that the board room linings are re-installed?
  &
- We don't have an appointment in relation to the fit out works, but should John have picked this up and given timely advice?

I am anxious to resolve this quickly and professionally to maintain the good relationship we have with this client as I am sure we are in line for some repeat business.

Can you also:

- Draft an email to the client in response.
  &
- We can't let this happen in the future - can you give me your suggestions for any practice management methodologies that we can put in place?

Client / Contractor's e-mail

John,

We have just had a site visit by a team from the Council's Planning department. This included the head of Heritage and Design and someone from their Enforcement Department. I am perplexed and indeed embarrassed – they have informed me that the repair work we are doing to the external elevations, as per your drawings and spec, is not in accordance with the Listed Building Consent. They have told me that they are not happy with the colour you have specified for the external painter work to the windows (as you know we have completed 50% of the decoration work to date). They also looked at the control sample panel for the stone replacement work, they said we should not proceed any further until this has been approved in writing. They said that these were suspensive conditions of the LBC that should have been adhered to and discharged prior to these works commencing.

They also had a walk round inside and were extremely unhappy to see that we have stripped out the timber wall panelling and marble fireplace to the old board room.

They are treating this matter seriously – I will receive a formal letter from the council giving me 14 days to attend to these matters to the satisfaction of Heritage and Design or they will serve notice requiring me to suspend this section of the contract. They are also insisting the linings and fireplace are reinstated to the board room and will be sending an according Enforcement Notice.

I will forward you a copy of the letters once I receive them.

It goes without saying that I am extremely concerned about this and surprised that this has not been cleared with Heritage and Design prior to starting on site. After all, we specifically

chose your office for your experience with existing buildings, which was why we dispensed with the services of the first architect. I sent you the formal planning documents when we were negotiating your appointment.

We cannot afford any delay. If I must suspend the repair work this will have serious implications for the rest of the contract. I also need to place the stonework order now to ensure the masonry work is completed on program.

Can they make me put back the linings to the Board Room? I'm so disappointed that you didn't warn me in advance when I took you round the internal fit out works when you were last on site. I expressly told you that we had sold this flat and that the buyer requested that this room was turned into a master ensuite bedroom.

I need this dealt with now – please send me your response by close of business today.

Question 2

GFY were appointed as Architect and Lead Consultant in May 2017 for a Build-to-Rent residential development that was completed in 2021. The project is a high rise (24 storeys) development with a budget of £65million and was procured through a Design & Build contract. GFY developed the design to RIBA Stage 3 + to develop Tender information and the Employers Requirements before the contractor appointed their own novated delivery Architect and team to complete the detailed design and construction phases following the award of the construction contract.

Prior to the termination of GFY Architectural Services:

- GFY developed the fire strategy in conjunction with Redwood Fire Consultants.
- GFY selected the proposed façade system based upon advice received from Fenster Facades.
- The contractor subsequently implemented the façade and fire strategy as part of its Design & Build obligations.
- When the contractor replaced the design team, no replacement façade consultant or fire engineer was appointed.
- GFY remained retained by the client as Client Design Advisor during construction in relation to planning matters, design intent and overall quality.
- I am unsure whether Fenster façade or Redwood were retained.

The project was sold in 2025 as part of a portfolio acquisition by a Build-to-Rent operator, Core Living.

Following intrusive investigations commissioned by the new owner, it has been confirmed that combustible insulation and incorrectly installed cavity barriers are present within the external wall construction. The defects are inconsistent with the approved fire strategy and will require substantial remediation before the building can satisfy current fire safety requirements. The estimated cost of remedial works is £9million, excluding professional fees, temporary accommodation, waking watch costs and loss of rental income. The new owner has formally notified all members of the original design team that it is investigating potential claims arising from the design and construction of the building.

The Project Architect and Director responsible for the project have both since left the practice. Some project records remain archived, although their completeness is unknown.

GFY maintains Professional Indemnity Insurance with a general limit of indemnity of £10 million for each and every claim. However, claims relating to cladding and fire safety are subject to the following special terms:

- Cover is limited to direct losses, costs and expenses arising from a negligent act, error or omission by GFY in providing its professional services.
- The maximum amount payable by insurers for all cladding and fire safety claims made during the policy period is £5million in aggregate. Defence costs, including legal and expert costs, are included within this £5million limit.
- The policy does not cover indirect or consequential losses associated with such claims. Examples include loss of rent, loss of use, loss of profits, temporary rehousing or decanting costs, and the cost of a waking watch.
- "Cladding Claims" include claims relating to the combustibility or performance of façades, external or internal wall systems, insulation, cavity barriers and associated fixing systems.
- "Fire Safety Claims" include other claims arising from the fire safety or fire performance of the building.
- A retroactive date of 1 January 2020 applies to both Cladding Claims and Fire Safety Claims.

Questions

1 The policy contains exclusions and limitations, explain how these limitations may affect the architect's position in responding to the claim. In your answer, identify the principal limitations on the insurance cover and consider their practical implications for the practice. In doing so, consider how GFY's appointment as Client Design Advisor during construction may affect its potential professional liability and PI exposure, and what steps GFY should have taken when defining and managing that role to limit unintended responsibility.

2 What actions should the practice take in relation to notification to insurers (if any), review of our records establishing our position, relationship with the design team, communication with the new owners, etc?

Question 3

Memo

To: Candidate

From: Rhea - Project: 55 Main Street, Cityburgh

You will be aware of the fraught situation regarding the Main Street project. The Smiths have now alleged that our advice not to terminate the contractor was incorrect and has caused them significant financial loss. They are considering terminating our appointment under SCA/2023 and may pursue a claim against GFY. The programme has slipped significantly and the relationships between all parties are strained.
We recorded all client-requested changes in meeting minutes and issued Architect's Instructions (AIs) once the contractor submitted quotations. However, the contractor was consistently slow in providing costs for variations. This caused delays in issuing AIs, which in turn delayed the programme. Several trades were held back to avoid working out of sequence.

As strip-out progressed, further deficiencies in the existing building were uncovered. Each discovery required remedial proposals, contractor pricing, client approval, and an AI. The contractor's slow pricing created a repeating cycle:

- Defect discovered
- Remedial proposal agreed
- Contractor slow to price
- AI delayed
- Work delayed
- Further defects discovered

Please review the email correspondence below (received over the past three weeks) and respond to the questions that follow.

Email Correspondence

Email 1

From: Integrity Works
To: Rhea @ GFY
Subject: Delay in Issuing Instructions – Unpriced Remedial Works
Date: 12 February, 09:14
Dear Rhea,
Following yesterday's site meeting, we have now exposed the full extent of the defective first-floor joists and the compromised stud

partitions in the rear section of the house. Several joists are rotten end-to-end, and the studs appear to have been previously cut to accommodate historic services. This is significantly worse than anticipated.
As discussed, these works require immediate remedial action to maintain structural integrity and allow follow-on trades to proceed. We have already undertaken temporary propping at our own risk to prevent further deterioration.
We cannot proceed with permanent remedial works without confirmation that these items will be valued and paid. We are still awaiting agreement on prices for earlier remedial works (Items 14–22), some of which date back over four weeks. This is creating uncertainty for our subcontractors and affecting our ability to programme works.
Please issue an Architect's Instruction confirming that these works are instructed and will be valued accordingly. We cannot continue to work at risk.
Regards, Integrity Works

Email 2

From: Rhea @ GFY
To: Integrity Works
Subject: RE: Delay in Issuing Instructions – Unpriced Remedial Works
Date: 12 February, 11:02
Dear Integrity Works,
Thank you for your email.
We cannot issue an AI for the remedial works until we receive your quotation. As you are aware, under the SBCC Standard Contract, the Employer must be given the opportunity to review and approve the cost before we instruct the work. We have repeatedly requested outstanding quotations for Items 14–22, and these delays are now materially affecting the programme.
Please provide the quotation for the newly identified remedial works as a matter of urgency. Without this, we cannot proceed.
Regards, Rhea

Email 3

From: Integrity Works
To: Rhea @ GFY
Subject: RE: Remedial Works – Insufficient Information to Provide Quotation
Date: 12 February, 15:26

Dear Rhea,
Further to your request for a quotation, we are unable to provide a price for the remedial works at this stage. The extent of the defective joists and stud partitions is still unclear, and we do not have sufficient information to quantify the works or obtain subcontractor prices.
We cannot provide a quotation until we receive detailed drawings or a full written scope describing the remedial works. Without this, any price we submit would be speculative and could expose us to significant risk.
Please confirm when the necessary information will be issued.
Regards, Integrity Works

Email 4

From: Mr. & Mrs. Smith
To: GFY
Subject: Programme Delays – Growing Concern
Date: 14 February, 08:47

Dear Rhea,
We are becoming increasingly anxious about the lack of progress on site. The Contractor tells us they are waiting for instructions from you. You tell us you are waiting for prices from them. Meanwhile, nothing seems to be happening.
We are now into our third month of temporary accommodation, which is costing us a considerable amount each week. We had expected the extension to be watertight by now, but the rear of the house is still open and covered only by temporary sheeting.
We need clarity about what is causing the delay and what you are doing to resolve it. Now, it feels like the project is drifting without direction.
Regards, Mr. & Mrs. Smith

Email 5

From: Integrity Works
To: GFY and Mr. & Mrs. Smith
Subject: Notice of Suspension of Works – Non-Payment
Date: 18 February, 16:22

Dear GFY, Dear Mr. & Mrs. Smith,
We hereby give formal notice that we are suspending works with immediate effect under the provisions of the SBCC Standard Building Contract due to non-payment for instructed remedial works carried out to date.

We have repeatedly raised concerns about working at risk. Several remedial items have been completed based on verbal agreement on site, but no payment has been certified. We cannot continue to absorb these costs or expose ourselves to further financial risk.
We have secured the site to the best of our ability, but please note that temporary coverings are deteriorating due to recent weather. We will not be responsible for any further damage arising during the suspension period.
We await confirmation of payment before returning to site.
Regards, Integrity Works

Email 6

From: Mr. & Mrs. Smith
To: GFY
Subject: Immediate Termination of Contractor – Instruction to Proceed
Date: 18 February, 17:03
Rhea,
This is completely unacceptable. The Contractor has effectively abandoned the project and left our home exposed to the elements. We have lost all confidence in their ability to deliver the works.
We instruct you to terminate the Contractor immediately for failing to proceed regularly and diligently. Their behaviour is unprofessional, and we cannot tolerate further delays.
Please confirm that you will issue the necessary notices today.
Regards,
Mr. & Mrs. Smith

Email 7

From: GFY
To: Mr. & Mrs. Smith
Subject: RE: Immediate Termination of Contractor
Date: 19 February, 09:12
Dear Mr. & Mrs. Smith,
We fully understand your frustration and share your concern about the lack of progress. However, termination is a serious contractual step and must follow the procedures set out in the SBCC Standard Contract.
At this stage, we do not believe termination is justified. The Contractor's suspension may be lawful if they believe payment is due. Issuing a termination notice without following the correct

process could expose you to a claim for wrongful termination, including loss and expense and damages.
We recommend allowing us to continue dialogue with the Contractor to resolve the payment dispute and avoid escalating the situation unnecessarily.
Regards, Rhea

Email 8

From: Integrity Works
To: GFY
Subject: Claim for Loss and Expense – Delays and Disruption
Date: 27 February, 15:44
Dear GFY,
We advise sending to you under registered postal mail our claim for loss and expense arising from:

- late and incomplete instructions
- delays in issuing AIs for remedial works
- working at risk due to the condition of the existing building
- disruption caused by repeated design changes and late approvals
- additional temporary works required due to delayed decision-making

We reserve our right to claim further costs as the situation develops.
Regards, Integrity Works

Email 9

From: Mr. & Mrs. Smith
To: GFY
Subject: Formal Complaint – Potential Termination of Your Appointment
Date: 2 March, 08:22
Rhea,
We have now received independent legal advice.
We are advised that:

- the Contractor’s suspension may have been unlawful
- termination may have been justified
- your advice not to terminate has caused significant delay and cost
- you may have failed in your duty of care to us under the SCA/2023 appointment
- you may have failed to administer the SBCC Standard Building Contract properly

- you may have exposed us to unnecessary financial risk

We are therefore considering terminating your appointment and pursuing a claim for the losses we have incurred.

We are extremely disappointed in the situation relating to our project.

Regards, Mr. & Mrs. Smith

Memo

To: Candidate

From: Rhea

Project: 55 Main Street, Cityburgh

Date: 02.03.27

Dear Candidate,

I need concise, clear guidance before I meet with the partners. The situation at Main Street has become extremely uncomfortable, and I'm no longer confident that we've handled matters correctly.

1. Integrity Works say they cannot price the remedial works because the scope is unclear, while Mr. and Mrs. Smith are demanding immediate action. Please explain how, as Contract Administrator under SBC/XQ/Scot, we should have managed this conflict between unclear information, stalled pricing, and the need to keep the project moving — and how we should have advised the employer under SCA/2023.
2. The programme has slipped badly. I need you to set out how we should have approached programme management once it became obvious that pricing delays were affecting progress, and what our responsibilities are when Integrity Works regular and diligent progress was in doubt.
3. Integrity Works has suspended the works, and Mr. & Mrs. Smith have demanded immediate termination. Please explain how we should have handled the risks of wrongful termination and the deteriorating site conditions.
4. Finally, Mr. & Mrs. Smith are now questioning our competence under SCA/2023. I need a clear explanation of our professional duties, how our actions might expose us to PI risk, and what steps we must take if they decide to terminate our appointment.

I need this distilled and precise. Things are moving quickly, and I must be prepared.

Regards,

Rhea

Question 4

Extract of Employer's Requirements' (ERs) Introductory Summary

Author: Vantagepoint Ltd

A 'shell & core' project located adjacent to Cityburgh Airport's west side consisting of a steel portal frame building, measuring 50x50m with internal office block (GIA 245m^2), storage and three distinct client areas. For corporate sophistication, Swift require these feature areas to be characterised by a high polish 'Oro' Carrara 20mm marble tile finish, for unmatched natural elegance and durability on the Mohs Scale. The building also consists of 3m high brick cavity wall with a built-up insulated metal sandwich panel cladding system above, and a built-up insulated metal roof capable of supporting PVs, power floated concrete floor, double glazed windows generally, with acoustic grade viewing windows of the airfield at the feature areas to achieve appropriate sound attenuation levels, eight automated loading bay doors 3(w)x6(h)m and eight fire exit doors to meet the appropriate technical standards.

Tender was based on drawings & specifications forming the ERs (Employer's Requirements). The Contract was signed, albeit in a rush, to meet Swift's tight programme for moving in, so the CPs (Contractor's Proposals), which included a Value Engineering (VE) Schedule, were appended to the contract without comment during tender. VE included certain specification products and a reduction in the number of fire exit doors by rationalising the spaces.

Dear Candidate,

I had a technical meeting this morning with Mike from NGC and Danny from Vantagepoint. There are a few things that seem to be in a bit of a mess. We're well into construction and are experiencing issues with discrepancies between the ERs and the CPs. I think we need to get to grips with the rules of precedence when a conflict occurs. I appreciate that you have been involved with drafting responses to the recent RFIs, so it would be good to get your handle on things. Here are the current problems as outlined in Danny's recent e-mail:

Monday 10:53 a.m.

Hi Peter, further to our meeting earlier, I think we have some problems we need to sort out:

Fire exit doors

NGC have changed the specification of the fire exit doors from steel to aluminium and which I don't believe we agreed to during

VE. Mike insists the CPs included an aluminium door data sheet as savings passed on from the VE exercise, however, their schedule references six steel doorsets instead of eight. GFY's specification in the ERs states 'fire rated thermally insulated steel doors' to comply with boundary distances and u-value requirements, so my view is that NGC should really just comply with this at the reduced Contract Sum.

Tiling specification

Mike reported that a delivery of the porcelain tiles was received last week from the specified supplier 'Marmi', and these match the '10mm tile thickness' shown on GFY's 1:5 construction detail drawings, and they're tooled-up to start laying a section of it. They say this marble effect tile was in their CPs and therefore, accepted by CAL at the point of contract execution and so are the agreed upon quality and quantity for three areas as specified in the ERs. GFY's Specification Document appears correct, and your GA drawings show four feature areas. CAL want to understand why we've accepted porcelain tiles for Swift's feature areas- they are also a smaller format! Mike reported that the tiles are very durable and score a high 7 on the Mohs scale but CAL/Swift are expecting the high polish 'Oro' marble!—Can you consider what our position is on this? Happy to discuss further over Teams.

Danny

Vantagepoint Ltd

Danny Glover BSc (Hons) MRICS
Consultant
a: 2 Union Square, Cityburgh

Candidate, with reference to the above issues, can you prepare a briefing note for Vantagepoint/CAL (with enough information to demonstrate that GFY understand the workings of the contract) to address the following:

A: Fire exit doors

1 What is the correct works, aluminium or steel doorsets as stated in the ERs, and what should be done about the shortfall?

B: Tiling specification

1 Which contract document takes precedence regarding the quality of the floor finish?

2 Explain the mechanism for resolving this discrepancy & outline what could have been done to avoid this?

3 How could the difference in tiling areas be handled?

4 Is NGC entitled to a Change, an EoT or Loss and Expense for correcting things?

5 As EA, what can Vantagepoint do to mitigate further delay?

I understand this is your first commercial project and that prior to working for GFY your experience was mainly on house extensions. Therefore, when drafting your responses, be mindful of how the contract resolves discrepancies found entirely within the Employer's Requirements documents and the contractor's explicit liability for contract documents. We can discuss in more detail tomorrow at our mentoring session over cappuccinos…!

Regards

P

END OF DAY 1 PAPER