

17 July 2006

By-Laws

The Australian Institute of Horticulture Inc A.B.N. 59 465 108 322 is incorporated under the *Associations Incorporation Act 1991* and *Associations Incorporation Regulations* of the Australian Capital Territory. This Constitution must be read with the By-Laws of the The Australian Institute of Horticulture Inc.

Web: www.aih.org.au

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A. CODE OF ETHICS AND RIGHTS AND RESPONSIBILITIES

1. DATE OF EFFECT

These Bylaws have effect from 17 November 2007.

2. CODE OF ETHICS

2.1 The code of ethics in clause 2.2 applies to all Members of the Institute and all Members are expected to adhere to it as a condition of membership.

2.2 The Institute requires all Members to:

- (a) uphold the mission and objects of the Institute and maintain the standards of the profession;
- (b) conduct themselves professionally, respecting the rights of clients, their representatives and others associated with a project;
- (c) respect any confidence gained in the conduct of the profession;
- (d) not publicly condemn, criticise or devalue another member's work or reputation;
- (e) ensure every client is notified of applicable and proposed fees for all work carried out (and any subsequent changes agreed between the relevant parties);
- (f) ensure every client accepts these fees and charges before they become liable for payment;
- (g) ensure that work, other than inspection and consultation, is defined and fees and charges are agreed to in writing;
- (h) ensure that any recommended scale of fees and charges published by the Institute is used as a guide rather than a minimum fee;
- (i) recognise their responsibility to all fellow workers regarding professional guidance and dissemination of information;
- (j) maintain professional competence by keeping abreast of new information and developments;
- (k) recognise responsibility to the community and the environment in protecting each from exposure to undue actual or potential hazards;
- (l) ensure that the qualification as a member of the Institute and its grades and abbreviations are used only in conjunction with a member's name not an organisation, business or company; and
- (m) ensure that neither the Institute emblem nor logo are displayed in any manner, place or form contrary to provisions in the Constitution, these By-Laws or decisions of the National Council.

3. RIGHTS AND RESPONSIBILITIES OF MEMBERS

(a) Rights

All Members have the right to:

- (i) receive the Member services and benefits as modified from time to time by the National Council;
- (ii) be treated with respect by the Members and contractors of the Institute;
- (iii) vote on matters requiring a vote by the full membership, or as a voting member of a formally delegated committee;
- (iv) stand for election to the National Council subject to meeting the eligibility requirements for election as provided for in the Constitution;
- (v) be represented on the National Council by elected members;
- (vi) have the opportunity to provide input or comments or make a request for action on matters pertaining to the governance and operations of the Institute;
- (vii) receive, and be able to access, accurate and timely Institute information and communications;
- (viii) be treated fairly and in accordance with the rules of natural justice; and
- (ix) expect that all Institute business and operations and all money and properties held by the Institute will be managed with due diligence, integrity, accountability and transparency.

(b) Responsibilities

All Members have a responsibility to:

- (i) act in ways which will not bring the Institute into disrepute;
- (ii) act in accordance with the Institute code of ethics, Constitution and By-Laws in all their dealings with other Members and clients;
- (iii) adopt environmentally sustainable and best practice methods in their work and advice; and
- (iv) undertake regular professional development and education to ensure they are aware of and using best practice methods.

4. EMBLEM AND LOGO

4.1 A stylised form of the Institute emblem will be designed and adopted by the National Council as the official Institute logo. This may be used by:

- (a) the National Council and the Regional Councils, on documents eg reports, minutes, stationery, and other material eg conference brochures and posters, as appropriate; and

- (b) individuals who are current financial full Members (viz excluding student and associate members);

subject to the following guidelines:

- (i) the design is not to be changed, stylised, embroidered or changed in any way;
 - (ii) the circle is to be no less than 15 mm and no greater than 50 mm in diameter;
 - (iii) when used on documents, the logo is always to have text immediately beneath it (in font no smaller than 6 point and no larger than 12 point) stating Member or Corporate Member, and the entire graphic combination must be clearly subordinate to the name of the individual or trading entity; and
 - (iv) the logo will normally be reproduced in a single colour, either black, grey or teal green, or reversed; where colour printing is used, the agreed colours are Pantone Green 553C and Yellow 1235C.
- 4.2 The logo may also be used on vehicles, project billboards, conference materials and so on, subject to all the forgoing restrictions other than size, and with prior approval by National Council.
- 4.3 Such use of the logo is only authorised while the individual or trading entity remains a financial member of the Institute.

B. MEMBERSHIP

5. MEMBERSHIP FEES

- 5.1 The joining fee is \$50.00.
- 5.2 The membership fees for the year commencing 01 July 2007 is:
- (a) Full Member \$220.00;
 - (b) Associate Member \$220.00;
 - (c) Student Member \$108.00;
 - (d) Corporate Member \$412.00;
 - (e) Retired Member \$150.00.
- 5.3 Membership fees will be set by the National Council prior to each financial year. The fee will increase by the consumer price index (CPI) increase for the most recent twelve (12) month period for which data is available, rounded to the nearest 50 cents, or such other amount as decided by the National Council.
- 5.4 As soon as practicable thereafter the National Administrator will make available the schedule of pro rata fees for the financial year.

- 5.5 Any Member failing to pay his or her annual membership fee within two (2) months of the due date, must be given one (1) month's notice to pay the same. If the fee remains unpaid after the expiry of such notice, then the member's name may be removed from the list of financial Members.
- 5.6 An unfinancial member whose membership fee remains unpaid at the end of that financial year may have his or her membership terminated. A new application and payment of a joining fee in addition to the appropriate membership fee will be required if that former member wishes to rejoin the Institute.
- 5.7 Where membership is terminated, the National Administrator must make an appropriate entry in the register of Members recording the date on which the membership was terminated.

6. **CONSIDERATION AND APPROVAL OF MEMBERSHIP APPLICATIONS**

- 6.1 As soon as practicable after receiving an application for membership, the National Administrator will determine whether the requirements for membership have been met, and if so, will notify the applicant of the approval of membership and request payment within twenty eight (28) days of the notification of the sum payable as the joining fee and the pro rata first year annual membership fee.
- 6.2 On receipt of the joining fee specified in clause 5.1, the National Administrator will enter the applicant's name on the register of members, together with the date the name was entered; the name, address, phone number and email address of the member, date to which membership fees have been paid, and occupational classification as advised by the member.
- 6.3 The National Administrator will provide Regional Councils with up-to-date listings of all financial Members every quarter.

7. **JOURNAL AS PART OF MEMBERSHIP**

- 7.1 Membership will include subscription to *Australian Horticulture* except for student Members who select the 'No Journal' option.
- 7.2 An optional subscription to *Landscape Outlook* will be available to Members at additional cost.

8. **CLAIMING TO BE A MEMBER**

Regional Councils must monitor claims and advertising by local individuals and businesses that they are Members and write to those who are not current financial Members requesting that they validate their claim by becoming financial members, or to cease the misrepresentation. A pro forma letter is available on the Institute website.

C. **GOVERNANCE**

9. **NATIONAL EXECUTIVE**

- 9.1 The National Executive will progress matters decided at National Council meetings and handle correspondence in accordance with directions decided or decisions made by the National Council.

9.2 Where a policy or position has not been determined by the National Council, the National Executive may, by circulatory resolution or other means of communication with the other Members of the National Council, determine an agreed position or course of action. Where timing does not permit such an approach, the National Executive must exercise its judgment and must have the action or decision ratified by National Council as soon as practicable thereafter. All matters with financial or policy implications must be referred to the full National Council.

10. REGIONAL COUNCILS

10.1 Regional Councils will act as agents of the National Council in identifying interests and needs of Members and facilitating and arranging appropriate activities. Regional Councils provide a means of encouraging cooperation among Members and forming linkages with related organisations in their regions.

10.2 A Regional Council must not incur any debt or liability on behalf of the Institute except with the written permission of National Council.

10.3 Each Regional Council must provide the National Administrator with an electronic copy of its minutes of meetings for placement in the Members section of the Institute website.

11. MINUTES OF MEETINGS

11.1 Minutes of all National Council and National Executive meetings must be provided to all regional Council convenors.

12. AVOIDANCE OF CONFLICTS OF INTEREST

12.1 The Institute may engage in activities which provide funds for the Institute, provided these do not form a significant or major part of its total activities.

12.2 Members of the Institute may perform tasks or services, or provide goods, which contribute to, or are a part of services, and may be remunerated or receive benefits for their work, services or goods. This interest, and the extent of the remuneration or benefit must be declared at an appropriate meeting (by letter, email or in person) and this declaration must be recorded in the minutes of that meeting.

12.3 Any member either directly or indirectly involved in a contract, written agreement or other form of understanding ('arrangement') which will result in money being paid or a benefit conveyed to that person, or someone with whom they have an arrangement, may take part in discussions about the arrangement but may not vote on any motions in relation to it.

D. BUDGET AND FINANCIAL

13. ACCOUNTS

13.1 There will be consolidated bank accounts for the Institute encompassing Regional Councils and whole of Institute funds. Capitation and revenue from regional activities will be paid to the nominated regional account held centrally.

14. REGIONAL EVENTS, ACTIVITY AND PROJECTS

- 14.1 Regional Councils will be responsible for all expenditure incurred in participating in major State horticultural events (eg ABC Gardening Australia Expos).
- 14.2 Regional Councils may use the services of the National Administrator to undertake specific tasks such as newsletter production and distribution, and publicising local activities, but will be responsible for meeting the costs of providing such services.

15. SPECIAL PROJECTS FUNDING

- 15.1 Regional Councils may apply for funding for projects which meet the following criteria:
- (a) based on generating income;
 - (b) budgeted to generate a surplus;
 - (c) expenditure itemised and budgeted; and
 - (d) the purpose of project is to advance horticulture and/or provide a service to members.
- 15.2 The percentage of fee revenue to be paid to Regional Councils (ie capitation) will be set by the National Council prior to the commencement of the relevant financial year.

16. FEE REVENUE

- 16.1 The National Administrator is responsible for the collection of joining and membership fees and will pay capitation each quarter.

17. HONORARIUMS

Honorariums for the National President, National Secretary and National Treasurer will be reviewed annually and endorsed by the National Council as part of the budget process.

18. COST OF ATTENDING NATIONAL COUNCIL MEETINGS

- 18.1 Travel expenses (not exceeding return economy air fare) and reasonable accommodation costs incurred by the National Executive, other Officers of the National Council and others specifically invited by the National Executive to attend, will be paid or reimbursed from National Council funds.
- 18.2 Subject to budgetary considerations, newly elected Members of the National Council, whose terms will commence at the conclusion of the annual meeting, will be entitled to reimbursement of reasonable travel and accommodation expenses associated with attendance at that annual meeting.

19. NATIONAL ADMINISTRATOR

The National Administrator's contract and other administrative arrangements will be reviewed by National Council every three (3) years, and is subject to competitive tender at intervals of not less than six (6) years.

E. RECOGNITION

20. FELLOWSHIP AND AWARDS

20.1 The National Council, by resolution at a National Council meeting, may award the following forms of recognition of horticultural achievement:

(a) Fellowship

A person who fulfils the following requirements may be nominated to receive the title of Fellow of the Institute:

- (i) has been a Member of the Institute for a continuous period of not less than six (6) years and has during this period of membership performed duties or acts in excess of those normally required of a Member which have contributed to the advancement of the Institute; and
- (ii) has contributed to horticulture in its widest meaning.

A Fellow of the Institute is entitled to the use after his or her name of the words 'Fellow of the Australian Institute of Horticulture' or the distinguishing letters 'FAIH' for the period he remains a financial member of the Institute.

A Fellow will receive an appropriate certificate.

(b) Award of Excellence

A person who fulfils the following requirements may be nominated for an Award of Excellence:

- (i) has been a Member of the Institute for a continuous period of not less than four (4) years; and
- (ii) has demonstrated consistent achievement in a horticultural field, including horticultural education or horticultural media.

The person is being nominated for their horticultural achievements; any participation on the National Council or a Regional Council will not have any bearing on consideration for this Award.

(c) Award of Merit

A specific horticultural project, activity, software or other output, which is innovative in its context and/or has potential or demonstrated value to horticulturists, may be nominated to receive an Award of Merit.

The proponents of the project, activity, software or other output need not necessarily be Members of the Institute.

20.2 All applications for awards are to be made on the relevant application form, accompanied by the specified details and attachments, and must be endorsed by a Regional Council and then forwarded to the National Secretary within one (1) month of the meeting date on which it is to be considered by the National Council.

- 20.3 Applications must be complete in themselves and not rely on statements made at a National Council meeting or presumed knowledge by National Council of the person, event or project. Applications will not be considered if they are incomplete or are submitted with less than the specified notice before a National Council meeting.
- 20.4 Each application will be considered on its merits, and a decision need not be made at the meeting to which it is first submitted. Proponents should not presume that approval is automatic. The application must be treated as confidential until the outcome is known.