

Australian Institute of Landscape Architects

# Landscape Architects Code of Conduct



## Acknowledgement of Country

AILA acknowledges and respects Aboriginal and Torres Strait Islander Peoples of Australia, as the traditional custodians of our lands, waters and seas.

We recognise their ability to care for Country and their deep spiritual Connection with Country.

We honour Elders past and present whose knowledge and wisdom ensure the continuation of Aboriginal and Torres Strait Islander cultures.



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Landscape Architects

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# Introduction

This Code of Conduct provides landscape architects and their clients with a statement of the standards required of landscape architects when engaged to provide landscape architectural services. It reflects the principle that the public interest is advanced if all landscape architects recognise that the fundamental and overriding obligation of a profession is to serve and promote the public interest. While a landscape architect has a duty to the client, the Code also recognises that there is a parallel duty to the public and to the environment.

The Code is intended to inform and guide all members of the Australian Institute of Landscape Architects as to what is expected of them in their professional conduct and in the provision of landscape architectural services to clients. It will also help enable clients to:

- (a). understand the standards expected of a landscape architect and the level of accountability expected of them in the provision of services; and
- (b). develop reasonable expectations of the services to be provided.

The Code is divided into nine (9) Parts as follows:

Part 1 defines terms used in the Code and sets out the objectives of the Code.

Parts two to nine (2 – 9) detail the standards of behaviour expected of landscape architects in their professional practice. Landscape architects will use their best endeavours to meet those standards by applying their professional judgment. The standards relate to general practice standards, dealings with clients, insurance coverage, continuing professional development, alternative dispute resolution, dealings with the public and professional relationships with other landscape architects.

All AILA Members are obliged to comply with this Code.

A failure to comply with the Code constitutes unsatisfactory professional conduct for the purposes of clause 10.3 in Australian Institute of Landscape Architects (AILA) Constitution.

# Code of Conduct

## 1. Preliminary

### 1.1. Definition

In this Code:

**AILA** means the Australian Institute of Landscape Architects.

**Board**, except where the context clearly indicates otherwise, means the Board of AILA.

**Client** means a person who engages a landscape architect (whether or not for payment) to provide a landscape architectural service.

**Code** means this (AILA) Code of Conduct as amended from time to time.

**Constitution** or **AILA Constitution** means the Constitution of the Australian Institute of Landscape Architects as amended from time to time.

**CPD** refers to Continuing Professional Development.

**CPD Policy** refers to AILA's Continuing Professional Development Policy.

**Document** means any record of information and includes:

- (a). anything on which there is writing; or
- (b). anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; or
- (c). anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or
- (d). any map, plan, drawing, sketch, diagram, photograph or the like.

**Landscape Architect** shall mean a Registered Landscape Architect as defined in the AILA Constitution.

**Landscape Architectural Service** means any professional services related to facilitating the implementation of Landscape Works and may include the provision of planning, evaluations, preliminary studies, designs, specifications, working / contract drawings, teaching, and the administration of landscape construction contracts, including post-construction reports, advice or other related services.

**Landscape Works** except where otherwise limited by law, e.g. in the Architects and Engineers Acts in Australia, means any human intervention or construction in the landscape.

**Member** means anyone who is recorded in the Register kept by AILA, in accordance with clause 9 of the Constitution, as being a 'member' and includes all categories of membership.

**Scope** means the nature and extent of Landscape Architectural Services provided. Where applicable this should include:

- (a). The various phases of a project included such as master planning, design, documentation, contract administration and post construction services;
- (b). The various stages of a project, where a project is staged;
- (c). The nature of the work, i.e. a description of the landscape works to be included as part of the service provided;
- (d). The extent of the works, e.g. a description of the physical extent of the site;
- (e). The programme or schedule applicable to the service, nominating any critical deadlines where applicable;
- (f). The upper limit of the construction cost or value;
- (g). The role or relationship of the Landscape Architect within a team structure, e.g. as the head consultant, sub consultant or co consultant;
- (h). Any other aspects of services to be provided, e.g. gaining approvals.
- (i). Research, policy development and assessment

### 1.2. Objectives of this Code

The objectives of the Code are as follows:

- (a). to define for the community, landscape architects and clients the reasonable standards of conduct expected from landscape architects in their professional practice;

- (b). to facilitate the establishment of professional relationships between landscape architects and their clients based on reasonable expectations concerning professional standards and the cost of landscape architectural services; and
- (c). to promote community confidence in the profession of landscape architecture.

## **2. Part 2 General practice standards**

### **2.1. Provision of landscape architectural services generally**

In providing landscape architectural services, a landscape architect will:

- (a). act with integrity and reasonable care; and
- (b). provide the services:
  - (i). in a manner that (at the time the service is provided) is widely accepted in Australia by peer professional opinion as competent professional landscape architectural practice; and
  - (ii). in conformity with any laws applicable to the provision of such services

A landscape architect will provide landscape architectural services to a client:

- (c). with reasonable promptness; and
- (d). in accordance with any agreed time program, or in a reasonable time as far as is permitted by the provision of instructions to the landscape architect by the client.

A landscape architect will withdraw from the provision of any landscape architectural service if the landscape architect reasonably believes, in the landscape architect's professional judgment, that the provision of the service would require the landscape architect to act:

- (a). in a manner that the landscape architect considers unethical; or
- (b). in contravention of this Code; or
- (c). in contravention of AILA's Policies.

A landscape architect will not offer to clients, without proper disclosure and the informed consent of the client, landscape architectural services outside the landscape architect's skill, competency or experience or that of other landscape architects under the landscape architect's supervision.

A landscape architect will advise a client to obtain specialist advice or service from a suitably qualified person other than a landscape architect (for example, an engineer) concerning an issue arising

in connection with the provision of a landscape architectural service if the landscape architect believes that it is in the client's interest to do so.

### **2.2. Disclosure of conflicts of interest**

Before a landscape architect enters into a contract or other arrangement to provide landscape architectural services to a client or an employer, the landscape architect will:

- (a). disclose to the client, employer, or any other entity to whom the landscape architect is providing services or likely to be providing services in the foreseeable future, if a conflict of interest exists (be it real or perceived), or is likely to exist in the future, between the interests of the client, employer, or other entity to whom the landscape architect is providing services or likely to be providing services in the foreseeable future and the interests of the landscape architect; and
- (b). if the conflict of interest exists (be it real or perceived), or could reasonably be expected to arise in the future because of the interests of an existing client, the landscape architect will obtain the informed consent of the existing client to the contract or arrangement.

A landscape architect will disclose to a client, or prospective client, if the landscape architect has received any payment or other advantage for endorsing, or making comments about, any product or service likely to be used in connection with the provision of any landscape architectural service.

A landscape architect will not accept an engagement to provide landscape architectural services to a client referred to the landscape architect by a third party to whom the landscape architect has given or offered to provide a fee or other benefit for the referral of clients, or potential clients, unless the landscape architect has first disclosed to the client the landscape architect's arrangement with the third party.

A landscape architect will not act for a client in any dealing with a third party from whom the landscape architect may receive (whether directly or indirectly) any fee or other benefit in respect of that dealing unless before acting for the client in the dealing:

- (a). the landscape architect has disclosed to the client in writing the nature and value of any fee or other benefit that may be received by the landscape architect; and
- (b). the landscape architect has obtained the consent of the client to the dealing.

### 2.3. Receipt of Gifts

A landscape architect should never create the impression of being influenced by any person or organisation. A landscape architect may be offered gifts, benefits, travel, hospitality or other inducements during the course of work. The acceptance of gifts and other benefits has the potential to compromise a landscape architect's position by creating a sense of obligation in the receiver and therefore can undermine impartiality. It may also affect the public perception of the integrity and independence of the landscape architect.

A landscape architect will not solicit any money, gift or benefit and should never accept any offer of money. To do so may constitute bribery. Bribery is soliciting, receiving or offering any undue reward. A reward can encompass anything of value and is not limited to money or tangible goods. The provision of services may amount to a reward.

There are some circumstances when to refuse a gift would be perceived as rude or offensive. Landscape architects must exercise sound judgment when deciding whether or not to accept a gift or other benefit. Landscape architects should ensure that a Gift Register (or equivalent), is maintained, to ensuring best practice and full transparency.

## 3. Standards concerning dealings with clients

### 3.1. Provision of information to clients and prospective clients

A landscape architect will provide sufficient relevant information with reasonable promptness to enable a client or prospective client to make an informed decision in relation to the provision of landscape architectural services.

In particular, the landscape architect will take all reasonable steps to:

- (a). ensure that all information and material provided is truthful, accurate, unambiguous and relevant to the client's interests; and
- (b). provide a client with information about a landscape architectural service that is sufficient to enable the client to make decisions about the provision of the service; and
- (c). that clearly identifies the implications of various decisions that could be made by the client about the service; and

- (d). avoid making misleading or false comparisons with landscape architectural services provided by competitors.

A landscape architect will take all reasonable steps to ensure that a client is informed of:

- (a). the decisions required of the client in respect of the landscape architectural service being provided by the landscape architect; and
- (b). the implications of those decisions for the performance of the service (particularly those implications related to timeliness, cost and changes to the scope of services).

A landscape architect will advise a client on the likelihood of achieving the client's stated objectives having regard to the client's stated budget and time requirements for the landscape architectural services concerned.

A landscape architect will not disclose to any person any information agreed as, or understood to be, confidential that is acquired from or provided by a client in the course of the provision of a landscape architectural service by the landscape architect unless authorised to do so by the client in writing or as required by law.

A landscape architect will, with reasonable promptness, respond to a client's reasonable requests for information or other communications concerning any landscape architectural service being provided by the landscape architect to the client.

### 3.2. Client agreements

A landscape architect should always enter into a written agreement with the client concerning the provision of landscape architectural services, including any subsequent variations to those services.

The landscape architect should ensure that the written agreement:

- (a). specifies the scope, nature and deliverables of, and requirements for, the service to be provided, and
- (b). specifies the cost of the service to be provided and the arrangement for payment (including, where possible, estimates of disbursements and arrangements for their payment), and
- (c). specifies the method of reporting to the client on the provision and progress of the service to be provided, and
- (d). states the registration number of the landscape architect responsible for the service to be provided, and

- (e). defines the outcomes of the service, and the obligation of the parties, in plain language to both parties<sup>1</sup>, and
- (f). makes provision for arrangements for:
  - (i). obtaining the client's authorisation to proceed with the service described in the agreement (including any respective stages); and
  - (ii). obtaining the client's authorisation to change or amend the service described in the agreement and fees arising from such a change or amendment; and
  - (iii). the application of any pre-existing agreement to the provision of other services for the client; and
  - (iv). the termination of the service by either party; and
  - (v). the withdrawal by the landscape architect from the provision of the service in the circumstances referred to above under the "Provision of landscape architectural services generally"; and
  - (vi). contacting the landscape architect at the place of business of the landscape architect within normal business hours.

The landscape architect should ensure that the cost of landscape architectural services provided to a client:

- (a). reflects the fee structure specified in the agreement; and
- (b). accurately reflects the amount of work done or to be done for the client in the provision of the services including any variations to the services.

The landscape architect should enter into such a written agreement before commencing to provide the landscape architectural service concerned. However, if the service to be provided is urgent, the agreement should be provided to the client within ten (10) business days of commencing to provide the service.

### 3.3. Construction contracts

For the purposes of this clause, a landscape architect administers a construction contract if:

- (a). the contract concerns the construction of a project and is entered into by the client with a construction contractor; and

- (b). the landscape architect is not a party to the contract; and
- (c). the landscape architect has been engaged by the client to impartially assess compliance with the contract by both parties.

If a landscape architect is administering a construction contract, the landscape architect will:

- (a). act in accordance to the provisions of the construction contract; and
- (b). act with fairness and impartiality in administering the contract; and
- (c). discharge the landscape architect's obligations in connection with the administration of the contract diligently and promptly; and
- (d). provide the client with relevant information about the administration of the contract in a timely manner; and
- (e). not seek or receive any payments or other inducements from any person wishing to influence the landscape architect to administer the contract for the benefit or detriment of any party to the contract.

### 3.4. Record keeping

If a landscape architect provides a landscape architectural service to a client, the landscape architect will maintain records of the following:

- (a). correspondence sent and received concerning any such service; and
- (b). financial transactions concerning any such service; and
- (c). client instructions and meetings held with the client concerning the service; and
- (d). drawings, photographs of works in progress, project journals and diaries created in connection with providing the service.

A landscape architect will not unreasonably refuse to provide a client with an opportunity to inspect:

- (a). documents produced in providing the landscape architectural service; and
- (b). records (except confidential business records) relating to the provision of the service; and
- (c). or make copies (at the client's expense) of any such documents or records.

Any such records may be maintained in hard copy or electronic form.

<sup>1</sup> The emphasis is on deliverables and other outcomes, rather than the process of developing or providing that advice. Each stage is defined thus by what the landscape architect actually delivers to the client, for example:

*"Concept: At least six A1 size colour panels defining in broad terms three or more possible solutions to the clients brief. These are to be accompanied by a brief report that analyses each approach. This stage is intended to assist the client to further refine the brief."*



If any such records are maintained in electronic form, the landscape architect will maintain adequate electronic copies of the records to enable the records to be restored should two electronic copies be destroyed or damaged.

Any such records will be maintained for a period that is not less than six (6) years after the completion of the landscape architectural service concerned.

Any such records will be provided to AILA on request to assist with any dispute matters, if relevant, and subject to any other privacy, legal or insurance clauses unto which they may be bound.

### **3.5. Provision of information and documents**

If a provision of this Code provides that a landscape architect should provide information or disclose a matter to a client, the landscape architect will provide that information, or disclose that matter in writing.

### **3.6. Provision of statements of account**

Unless otherwise expressly agreed by a landscape architect and the landscape architect's client, the landscape architect will provide the client with regular statements of account for any landscape architectural services provided.

### **3.7. Maintaining knowledge of landscape architectural services to be provided**

A landscape architect in charge of a client's landscape architectural project will maintain a thorough knowledge of the landscape architectural services to be provided in relation to that project and of matters relating to the performance of those services.

### **3.8. Advising client of inability to follow client's instructions**

A landscape architect will, as soon as is reasonably practicable, advise the client in writing of anything that would, or would be likely to, prevent the client's instructions relating to a landscape architectural service being followed, including the responsibility of a landscape architect to withdraw from the provision of the service as referred to above under the "Provision of landscape architectural services generally".

### **3.9. Provision of copies of this Code**

A landscape architect who is about to be engaged to provide a landscape architectural service to a client will provide the client with access to a copy of this Code as soon as reasonably practicable.

## **4. Standards concerning dealings with the public**

### **4.1. Dealings with the public**

When dealing with the public in the course of a landscape architect's professional practice, a landscape architect will ensure that:

- (a). the landscape architect's qualifications, experience and authorship of any work, document or publication are stated accurately; and
- (b). where practicable, qualifications are identified clearly and accurately on stationery, sign boards, public notices and in publications; and
- (c). the landscape architect's registration number should be included on any stationery, presentation or construction documents (including drawings, specifications and schedules), illustrations, sign boards, public notices and landscape architectural plans, and in publications, authored or placed by the landscape architect in connection with the landscape architect's professional practice; or other form reasonably requested by the client; and
- (d). all parties who have contributed to the authorship of a project or who's work has been referenced or otherwise used in the production of the documents, or the landscape works, associated with the landscape services provided will be correctly attributed.

When dealing with the public in the course of a landscape architect's professional practice, a landscape architect:

- (a). will not provide any endorsement of any product or service in connection with the provision of a landscape architectural service in a misleading manner; and
- (b). will disclose in the material conveying the endorsement whether or not a fee has been received for, or relating to, that endorsement.

### **4.2. Representations concerning landscape architectural work**

A landscape architect will not, in the course of the landscape architect's professional practice:

- (a). sign as checked, approved, or supervised any drawings or other documents that the landscape architect has not in fact personally checked, approved or supervised.

- (b). permit the landscape architect's name to be used in relation to any work, document or publication in a manner that misleadingly implies authorship of, responsibility for, or agreement with the content or form of, the work, document or publication, ie where such authorship is not real.

## **5. Standards concerning dealing with other landscape architects**

### **5.1. Dealings with other landscape architects**

In any dealings with other landscape architects in the course of the landscape architect's professional practice, the landscape architect will maintain a high standard of integrity and act honestly and fairly.

If a landscape architect (the new landscape architect) is assuming responsibility for the provision of a landscape architectural service to a client from another landscape architect who is to discontinue providing the service (the former landscape architect), the former landscape architect will, to the extent that it is commercially reasonable and without breaching any duty of confidentiality:

- (a). inform the new landscape architect of any matters that the former landscape architect would reasonably consider important concerning the provision of the service; and
- (b). not withhold any information from the new landscape architect that may assist the new landscape architect to understand the history and nature of the service.

### **5.2. Employment of landscape architects**

Landscape Architects will employ other landscape architects in fair and equitable workplaces, and adhere to obligations under the Fair Work Act (2009).

Many of the basic workplace obligations are embraced in federal and state laws. However, in addition to these AILA seeks high professional standards of human resource management by its members that exceed basic legislative obligations. This includes provision of workplaces that responds to the composition of its membership; and in particular a balanced proportion of women in the profession as well as protecting students and less experienced landscape architects from unfair and unequitable treatment.

Fair and equitable workplaces will include:

- (a). equitable recruitment and progression based on objectively measurable, job-relevant and non-discriminatory requirements ; and
- (b). equal pay for equal work not determined on race, gender, age or other attributes; and
- (c). fair expectations for works hours and realistic programming of project work to ensure it can be completed in reasonable hours; and
- (d). fair payment for actual hours worked; and
- (e). provision of flexible work arrangements to support work life balance and needs arising from personal characteristics and circumstances ; and
- (f). provision for career breaks to support reasonable family requirements and alternative career and learning opportunities; and
- (g). provision of leadership and performance development and planning in workplaces; and
- (h). support for CPD and involvement in AILA activities.

## **6. Standards concerning dealing with landscape contractors**

In any dealings with landscape contractors in the provision of the landscape architect's professional services, the landscape architect will maintain a high standard of integrity and act fairly and impartially.

## **7. Standards concerning insurance coverage**

### **7.1. Professional indemnity insurance**

Subject to any requirements of any law, a landscape architect will:

- (a). maintain a policy of professional indemnity insurance appropriate for the landscape architectural services being provided by the landscape architect; and
- (b). provide each client with information relating to the insurance maintained by the landscape architect for the landscape architectural services to be provided to the client.

The above clause does not apply to any landscape architect in respect of the provision of a landscape architectural service if the landscape architect is providing the service as an employee of a landscape architect engaged directly to provide the service and not on the landscape architect's own behalf.

## **8. Standards concerning continuing professional development**

### **8.1. Continuing professional development (CPD)**

A landscape architect will maintain and improve the skills and knowledge necessary for the provision of the landscape architectural services that the landscape architect normally provides, or is proposing to provide, through undertaking such activities that satisfy AILA's CPD policy. These activities serve to maintain and improve the landscape architect's skills and knowledge.

A landscape architect will report on their CPD as part of the annual renewal of AILA membership. The online CPD module has been developed to record all CPD completed.

Each landscape architect is required to achieve an annual number of CPD points, in line with the CPD Policy, in order to satisfy registration requirements.

## **9. Standards concerning dispute resolution**

### **9.1. Landscape architects to promote alternative dispute resolution mechanisms**

In the absence of any existing contractual or statutory requirements, a landscape architect should inform a prospective client that any agreement between the landscape architect and the prospective client, in respect of the provision of landscape architectural services, may provide for alternative dispute resolution to be used to resolve disputes between them instead of court proceedings.

