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# **CONSTITUTION**

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## **CONSTITUTION OF THE SOUTH AFRICAN LANDSCAPERS INSTITUTE**

### **1. THE SOUTH AFRICAN LANDSCAPERS INSTITUTE**

(Hereinafter referred to as SALI in abbreviated form)

- 1.1 SALI is a juridical person with the power of doing or performing such acts or things as bodies corporate by law do or perform, having perpetual succession and entrusted with fulfilling the task of attaining its object for the public good. SALI has the capacity to acquire rights and obligations, and in particular shall in its name, be capable of opening bank accounts, investing, lending and borrowing moneys, or purchasing or otherwise acquiring, holding, leasing, buying, selling, exchanging, alienating, hypothecating any property, movable and immovable, burdening such property with a servitude, or otherwise conferring any real rights therein, and generally, without in any way being limited by or restricted to the powers specified above, of entering into any transaction involving contractual or statutory right and obligations or involving real rights or any other kind of transaction and of doing and performing such acts and things as bodies corporate may by law do or perform.
- 1.2 The rights and obligations of SALI are independent of its members. Ownership of assets vests in SALI. It exists in its own right, separately from its members and/or office bearers. Members and/or office bearers have no right to the income or assets of the Institute.
- 1.3 The organisation may not give any of its money or property to its members or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done for the organisation. The payment must be a reasonable amount for the work that has been done.

### **2. AIMS AND OBJECTIVES**

- 2.1 To improve and maintain the standing of the landscape industry through strength of corporate representation.
- 2.2 To foster an awareness among professional bodies, developers, public authorities and the general public of the existence of the institute.
- 2.3 To encourage a high standard of quality and workmanship in the landscape industry.
- 2.4 To raise the efficiency and profitability of the landscape industry by encouraging progressive methods of management.
- 2.5 To establish and maintain facilities for the exchange of information with suppliers of equipment and material for landscaping.
- 2.6 To provide the Institute's members with regular technical and trade information.
- 2.7 To encourage the placing of contracts by public authorities, developers and architects with Institute members by close liaison between such bodies and persons and the Institute.

## 2. AIMS AND OBJECTIVES

- 2.8 To formulate and recommend contract procedure for the guidance and common use of all Institute members.
- 2.9 To encourage the training of landscape personnel.
- 2.10 To encourage regular meetings of the Institute's members at both Regional and National level.
- 2.11 To liaise with international institutes with interests similar to those of the Institute.

## 3. MISSION STATEMENT

To improve the standing of the landscape industry and to promote the participation of all role-players in this industry in Southern Africa by encouraging training, higher standards, professionalism, ethical conduct and social interaction through regular meetings, conferences, workshops and liaison with business, training and government institutions, statutory bodies, N.G.O.'s, employer and employee organisations.

## 4. CODE OF ETHICS

As a SALI landscape contractor, I recognize the importance of adhering to the following principles:-

- 4.1 To be proud of my profession as a landscape contractor and the opportunity it affords me to improve our environment and the quality of life of my clients;
- 4.2 To endeavour to improve the standard of our industry by adhering to the Minimum Specifications laid down by SALI and, by so doing, ensuring clients get increased value;
- 4.3 To make no false claims in advertising my products or services and to display the official logo of the Institute only as long as I am a member in good standing. This logo is an outward sign of quality service and product.

## 5. SALI MEMBERSHIP

### 5.1 Principal Membership

**To qualify, a company (trading entity) must:**

- 5.1.1 Offer or be active in any of the following fields: commercial, residential, environmental, recreational landscape installation and/or maintenance.
- 5.1.2 Comply with the requirements of a company in good standing i.e. comply with all statutory requirements. (Refer to Point 10 of the Constitution – “Code of Conduct” and the Membership Application Form.)
- 5.1.3 Have completed the standard application forms.

## 5. SALI MEMBERSHIP

### 5.1 Principal Membership

- 5.1.4 Have been accepted by a Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance.
- 5.1.5 Produce landscape contracting work conforming to the SALI Specifications;
- 5.1.6 Adhere to the SALI Standard Agreement for the landscape industry and must have a copy available for inspection and/or referral.
- 5.1.7 Have an administrative function acceptable to the Regional Executive.
- 5.1.8 Carry out all landscaping undertaken according to a quantifiable scope of work agreed by the client. (Refer to Point 10 of the Constitution – “Code of Conduct”.)
- 5.1.9 Enter a project for evaluation in the first year of membership and at least one project every second year thereafter. Should the minimum required percentage not be achieved, SALI reserves the right to decline renewal of membership.
- 5.1.10 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and attending meetings, networking functions and events arranged for members.
- 5.1.11 Be environmentally responsible and adhere to sound environmental principles in all works undertaken.
- 5.1.12 Have paid the appropriate annual subscription and/or levies as determined by the relevant Regional office. In the event that these monies are not paid monthly by debit order, the full amount must be settled within sixty days of the new financial year.
- 5.1.13 Must adhere to the SALI Code of Ethics (Refer to Point 4 of the Constitution).

**Each Principal member will:**

- 5.1.14 Have 1 (one) vote.
- 5.1.15 Be eligible to register an additional number of employee members at no charge according to their annual turnover and/or as determined by the relevant Regional office.
- 5.1.16 Be eligible to use the distinctive SALI logo.
- 5.1.17 Enjoy exposure on the members’ page on the SALI website and any other marketing initiatives undertaken from time to time.
- 5.1.18 Receive a certificate of membership upon payment of the required annual membership fee.

## **5. SALI MEMBERSHIP**

### **5.1 Principal Membership**

5.1.19 Receive invitations to all SALI & SAGIC functions and thereby enjoy exposure to the SALI and SAGIC networking environment.

5.1.20 Have access to SAGIC databases.

### **5.2 Employee Membership**

Shall be confined to individuals who are employed by SALI Principal or Selected Supplier Members that:

5.2.1 Have completed the standard application forms.

5.2.2 Have been accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance.

5.2.3 Apply SALI standards of work in the execution of landscape work under their control.

5.2.4 Adhere to the SALI Code of Conduct & Code of Ethics.

5.2.5 Have paid the appropriate annual subscription as determined by the relevant Regional office. The full amount must be settled within sixty days of the new financial year.

#### **Each Employee Member will:**

5.2.6 Have one vote.

5.2.7 Have access to SAGIC databases.

5.2.8 Receive invitations to all SALI and SAGIC functions and thereby enjoy exposure to the SALI and SAGIC networking environment

### **5.3 Student Membership**

Shall be confined to individuals who are registered at a recognised educational institution, that:

5.3.1 Have completed the standard application forms.

5.3.2 Have been accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance.

5.3.3 Are environmentally responsible and adhere to sound environmental principles in all works undertaken.

- 5.3.4 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and attending meetings, networking functions and events arranged for members.
- 5.3.5 Have paid the appropriate annual subscription as determined by the relevant Regional office. The full amount must be settled within sixty days of the new financial year.
- 5.3.6 Apply SALI standards of work in the execution of landscape work under their control.

**Each Student Member will:**

- 5.3.7 Not be eligible to vote.
- 5.3.8 Receive an annual Certificate of Membership.
- 5.3.9 Receive invitations to all SALI and SAGIC functions.

**5.4 Associate Membership**

- 5.4.1 Associate membership shall be open to individuals/companies, and includes, but is not limited to Consultants or members of any other profession related to landscape contracting and/or designing i.e. Landscape Architects, Landscape Designers, Environmental Consultants, Project Managers, Quantity Surveyors, local authorities amongst other, who have:

**To qualify, such Member must :**

- 5.4.2 Have completed the standard application forms and have been accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance.
- 5.4.3 Have paid the appropriate annual subscription as determined by the relevant Regional office. In the event that these monies are not paid monthly by debit order, the full amount must be settled within sixty days of the new financial year.
- 5.4.4 Be a company (trading entity) in good standing.
- 5.4.5 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and attending meetings, networking functions and events arranged for members.
- 5.4.6 Be environmentally responsible and adhere to sound environmental principles in all works undertaken.

## 5. SALI MEMBERSHIP

### 5.4 Associate Membership

**Each Associate Member will:**

- 5.4.7 Receive a Certificate of Membership upon payment of the required annual membership fee.
- 5.4.8 Have access to SAGIC databases.
- 5.4.9 Receive invitations to all SALI and SAGIC functions and thereby enjoy exposure to the SALI and SAGIC networking environment.
- 5.4.10 Have one vote.
- 5.4.11 Be eligible to use of the SALI logo.

### 5.5 Selected Supplier Membership

**To qualify for Selected Supplier membership, a company must:**

- 5.5.1 Be the supplier of a quality service or product, meeting the approval of the Regional Executive.
- 5.5.2 Be a company (trading entity) in good standing.
- 5.5.3 Fill in the standard application forms and be accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance.
- 5.5.4 Adhere to a sound service ethic and offer a backup service.
- 5.5.5 Comply with all statutory regulations as defined in Point 10.3.
- 5.5.6 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and attending meetings, networking functions and events arranged for members.
- 5.5.7 Be environmentally responsible and adhere to sound environmental principles in all works undertaken.
- 5.5.8 Have paid the appropriate annual subscription as determined by the relevant Regional office. In the event that these monies are not paid monthly by debit order, the full amount must be settled within sixty days of the new financial year.

**Each Selected Supplier Member will:**

- 5.5.9 Have one vote.

## **5. SALI MEMBERSHIP**

### **5.5 Selected Supplier Membership**

- 5.5.10 Be eligible to register an additional number of employee members at no charge according to their annual turnover and/or as determined by the relevant Regional office.
- 5.5.11 Have their Application proposed and seconded by at least two principal members.
- 5.5.12 Be aware that continued membership will not be automatic. SALI retains the right to verify relevant details prior to renewing membership at any time.
- 5.5.13 Be eligible to use the distinctive "SALI Selected Supplier" logo.
- 5.5.14 Enjoy exposure on the members' page on the SALI website and any other marketing initiatives undertaken from time to time.
- 5.5.15 Receive a Certificate of Membership upon payment of the required annual membership fee.
- 5.5.16 Receive invitations to all SALI & SAGIC functions and thereby enjoy exposure to the SALI and SAGIC networking environment.
- 5.5.17 Have access to SAGIC databases.
- 5.5.18 Be eligible to be considered for the annual SALI Best Supplier Award, which is voted on by members at Regional level.

### **5.6 Individual Membership**

This membership category will be available to individuals with non-SALI registered companies who have an interest in the landscaping industry, but have no other way of becoming a member of the SALI fraternity. Such members must:

- 5.6.1 Be working in or employed by a company in a SALI-related industry.
- 5.6.2 Complete the standard application forms and be accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance.
- 5.6.3 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and attending meetings, networking functions and events arranged for members.
- 5.6.4 Be environmentally responsible and adhere to sound environmental principles in all works undertaken.

## **5. SALI MEMBERSHIP**

### **5.6 Individual Membership**

5.6.5 Must have paid the appropriate annual subscription as determined by the relevant Regional office. The full amount must be settled within sixty days of the new financial year.

#### **Each Individual Member will:**

5.6.6 Receive invitations to all SALI & SAGIC Functions

5.6.7 Not be able to use the SALI logo.

5.6.8 Not be eligible to vote.

### **5.7 Honorary Life Membership**

Honorary Life Membership is conferred at the sole discretion of the National Executive.

5.7.1. Nominations must be made by Principal members via the Regional Executive Committee and must be accompanied by a written motivation.

5.7.2 The nominee should have previously served as a Regional chairperson.

5.7.3 Have served SALI, its interests and the industry at large beyond the call of duty

5.7.4 Be of good standing and enjoy credibility in the industry

### **5.8 Promotion and Logo**

The use of the SALI and SALI Selected Supplier Logo's is reserved for members in particular categories only. Refer to the Membership Section for these definitions.

## **6. MEMBERSHIP APPLICATION**

6.1 Any person or concern wishing to join the Institute shall lodge with the secretary or Regional Executive a completed application form together with supporting documentation as well as the prescribed registration fee, ie the administrative fee as well as the full annual membership fee.

6.2 Should the Regional Executive of the Institute accept a membership application, the annual membership fee shall be paid in accordance with the Regional arrangement. Should an application be rejected, the relevant membership portion paid over will be refunded to the applicant.

## **6. MEMBERSHIP APPLICATION**

- 6.3 A company wishing to apply for membership must apply in the region where it is commercially active. Should the applicant be active in more than one region, then such company must apply in each region in which it is active.

## **7. REGISTRATION FEES AND MEMBERSHIP FEES**

Annual membership fees will be used to fund both the Regional and National functions.

### **7.1 Regional**

- 7.1.1 Registration and membership fees shall be such as the Regional Executive may from time to time prescribe.
- 7.1.2 A member who fails to pay the prescribed fee within sixty days of the date it falls due shall automatically cease to be a member, provided that such member may be re-instated at the discretion of the Executive Committee on payment of arrears and current fees.
- 7.1.3 A portion of the annual membership fees all categories will be paid into the SALI National fund to finance the activities of the National Executive. The value of these contributions will be agreed mutually by the National Executive and will be the same for the same category of member in all regions.
- 7.1.4 The Institute may at its discretion agree to the membership of any allied industry. In such case a portion of the membership income shall be utilized for this membership.
- 7.1.5 The balance of the annual membership will be used by the Regional Committee for the funding of Regional activities such as administration, communication, functions and events, member liaison, training, marketing and any other activities deemed to be within the scope of the aims and objectives of the Institute.

### **7.2 National**

- 7.2.1 A portion of the annual Regional membership fees all members will be paid into the SALI National fund to finance the activities of the National Executive. The value of these contributions will be agreed mutually by the National Executive and will be the same for the same category of member in all regions. The National activities may include administration, co-ordination of regions, promotion and marketing of the Institute, monitoring standards, setting policy, communication with members and any other activities deemed to be within the scope of the aims and objectives of the Institute.

## **7. REGISTRATION FEES AND MEMBERSHIP FEES**

### **7.2 National**

- 7.2.2 The member contribution to the National Executive fund shall be paid to this fund within 21 days of the membership application having been approved.
- 7.2.3 A pro rata contribution to the National Executive fund shall be paid for a member joining during the course of a financial year.
- 7.2.4 Annual subscriptions must be reviewed annually by the National Executive, but will automatically escalate at 10% per annum unless otherwise agreed upon by the National Executive.

### **7.3 Financial Year**

The financial year of the Institute shall run from 1 March to the end of February of each year.

## **8. LIABILITY**

The liability of a member of the Institute for any obligation of the Institute shall be limited to the membership fee payable by the member in a single financial year.

## **9. CONTINUED MEMBERSHIP**

Continued membership of the Institute is not automatic and shall depend on the following:

- 9.1 The maintenance of a satisfactory standard of contract execution and satisfactory business practice.
- 9.2 In order to retain full membership, each Principal member will be required to submit at least one project for evaluation every second year and achieve a minimum of 60%.
- 9.3 Payment of the annual membership fee, effected within sixty days of the commencement of the financial year.
- 9.4 If at any time after acceptance of the application for membership, it shall appear that a member has been accepted under a misrepresentation, the Institute shall have the power to cancel such member's membership, provided that the member concerned shall be afforded the opportunity of disproving any alleged breach. In such cases, no registration and/or membership fee shall be repayable
- 9.5 A member desirous of resigning his membership may do so, in writing, to the honorary secretary provided that all membership fees and accounts due by such member to the Institute have been paid.

## 9. CONTINUED MEMBERSHIP

- 9.6
- A member who is alleged to be guilty of conduct which will make him or her liable to be suspended or expelled under clauses 9.1, 9.2, 9.3 and 9.4 above shall be informed in writing, by registered mail, by the Regional Executive Committee of the alleged complaint and be given an opportunity to make written submissions thereon to the Regional Committee. Such submissions must be lodged within 14 days of receipt of the notice.
  - If dissatisfied with the decision of the Regional Executive Committee, such member may appeal, in writing, within 30 days of receipt of the notice, to the National Executive Committee whose decision thereon shall be final.
  - If an appeal is received, the Regional Committee shall within fourteen days furnish the Appeal Committee with a copy of the entire record of the complaint proceedings, including the written statements, correspondence, the recorded oral evidence, the written evidence and report.
  - The appeal shall take place within thirty days of receipt of the documents referred to above.
  - The Appeal Committee shall review the evidence and make a decision. If oral evidence is required, the parties may be called upon to appear before the Appeal Committee. In such event the parties shall not be entitled to legal representation and evidence shall be given on oath or affirmation. The Appeal Committee's finding and recommendation shall be communicated to all parties involved in the dispute and to the Regional and National Committees. There shall be no further right of appeal.
  - A summary of the finding and recommendation of the Appeal Committee shall be conveyed to members in the SALI newsletter, and on the SALI website.
  - SALI shall indemnify the members of the Appeal Committee against any claims which may be brought against them as a result of a decision handed down by them.

9.7 A member who fails to comply with the Constitution or where a member is found guilty by the Executive of conduct which, in the sole opinion of the Executive is either dishonourable or derogatory to the character or prejudicial to the interests of the Association shall be liable to be suspended or expelled after the provisions of paragraph 9.5 have been complied with; provided that during the period of suspension, the member shall not be entitled to exercise any of the rights of membership, including the right to vote.

9.8 Any member whose membership has lapsed for whatever reason:

9.8.1 is prohibited from using any SALI originated material or stationery bearing the registered SALI logo and name; and

## 9. CONTINUED MEMBERSHIP

**9.8.2** is prohibited from representing himself/herself or his/her company as a member of SALI; and

**9.8.3** shall forthwith return all SALI originated material to SALI.

**9.9** If the business or company of any member in any category changes ownership undergoes a change in name or status, or the details of the voting representative changes, the relevant Regional office must be advised of these changes.

**9.10** If a member moves to a different region or becomes active in more than one region, such member will be required to apply for membership in that region(s).

## **10. CODE OF CONDUCT**

All members in all categories must comply with the following:

10.1 Terms of business shall be clearly stated to each client by way of a formal contract, detailed specification and quotation. Quotations concerning replacement of plant losses and liability for defects must be made clear to clients at the time of tendering.

10.2 Sufficient trained staff, adequately supervised, shall be employed to ensure that contracts are carried out in accordance with the specifications and normal good practice.

10.3 All statutory responsibilities PAYE, Skills Development Levies, UIF, Workmen's Compensation, Regional Services Levies and/or any other. Sufficient Public Liability and statutory insurance shall be maintained.

10.4 Members shall take full responsibility for the quality of work and conduct of any sub-contractor engaged by them.

## **11. GENERAL MEETINGS**

### **11.1 National Annual General Meeting**

11.1.1 The National Annual General Meeting of the Institute will be held annually within 6 months of the financial year-end.

11.1.2 At the Annual General Meeting any matter may be raised which has not been satisfactorily resolved by the National or Regional Executive.

11.1.3 All matters to be raised at the National Annual General Meeting must have been raised at the National Executive via the Regional chairman or have been submitted in writing to the National chairman at least 2 weeks prior to the date of the National Annual General Meeting.

## **11.1 National Annual General Meeting**

- 11.1.4 The quorum of the National Annual General Meeting shall consist of 20 members on condition that each Region is represented by at least three Principal Members, and in the event of there not being a quorum, the meeting shall stand adjourned to the same day four weeks hence when those full members present at the adjourned meeting shall constitute a quorum, irrespective of the number present
- 11.1.5 Full members of the Institute shall, in the event of being unable to attend the National Annual General Meeting, be permitted to cast any votes in writing or by proxy or lay before the meeting a document setting out any matter for discussion.
- 11.1.6 Notice of the Annual General Meeting shall be circulated to all members at least (one) 1 calendar month prior to the agreed date for the meeting.
- 11.1.7 Any proposed changes to the Constitution shall be submitted in writing to the National Chairman at least one month prior to the date of the National Annual General Meeting.
- 11.1.8 The Constitution may only be amended at a National Annual General Meeting or a National Special General Meeting of the Institute, provided that notice is given to each member at least fifteen days prior to such Annual General Meeting.
- 11.1.9 Amendments to the Constitution may only be approved by a majority vote of 75% of eligible members present or proxies, provided that at least 75% of those in favour are Principal Members.

## **11. GENERAL MEETINGS**

### **11.2 National Special General Meeting**

- 11.2.1 A special National general meeting of the Institute shall be held on written request of not less than six (6) members to the National chairman of the Institute setting out the purpose of the meeting.
- 11.2.2 At the special general meeting, only specific matters that have been set out in the notice of the meeting may be raised, discussed and decided, subject to the requirements of a two-thirds majority in the case of any proposed change to this Constitution.
- 11.2.3 The quorum of the National Special General Meeting shall consist of 20 members on condition that each Region is represented by at least three Principal Members, and in the event of there not being a quorum, the meeting shall stand adjourned to the same day four weeks hence when those full members present at the adjourned meeting shall constitute a quorum, irrespective of the number present.

### **11.3 Regional General Meetings**

- 11.3.1 Each region shall hold its own Annual General Meeting at least four weeks prior to the National Annual General Meeting.
- 11.3.2 Notice of Regional Annual General Meetings shall be circulated to all members at least 1 calendar month prior to the agreed date for the meeting.
- 11.3.3 All matters to be raised at the Regional Annual General Meeting must be submitted in writing to the Regional Chairman at least 2 weeks prior to the Regional Annual General Meeting.
- 11.3.4 Regional general meetings shall be convened by the respective honorary secretary or in the case of a special general meeting by any office bearer of the Regional Executive Committee who shall give written notice thereof to all members.
- 11.3.5 At least four general meetings per annum are to be held in each region.
- 11.3.6 The quorum of Regional meetings shall be 25% of the full members and in the event of there not being a quorum, the meeting shall stand adjourned to the same day four weeks hence when those full members present at the adjourned meeting shall constitute a quorum, irrespective of the number present.
- 11.3.7 A special Regional general meeting shall be held on written request of not less than three (3) full members to the Regional honorary secretary of the Institute setting out the purpose of the meeting.
- 11.3.8 At a special general meeting, only specific matters that have been set out in the notice of the meeting may be raised, discussed and decided, subject to the requirements to a two-thirds majority in the case of any proposed amendment to the Constitution.
- 11.3.9 Full Regional members of the Institute shall, in the event of being unable to attend any Regional general meeting be permitted to cast any votes in writing or by proxy or lay before the meeting a document setting out any matter for discussion.

## **12. REGIONAL EXECUTIVE COMMITTEES**

- 12.1 The control and management of the Regional affairs of the Institute shall be vested in a Regional Executive Committee which shall consist of not less than three (3) or more than seven (7) full members elected annually at the Regional Annual General Meeting of the Institute. They are the office-bearers of the organisation.
- 12.2 Members of the Regional Executive Committees shall hold office for a minimum of two years and shall be eligible for re-election for a further term.

## 12. REGIONAL EXECUTIVE COMMITTEES

- 12.3 Nominations of candidates for election to the Regional Executive Committees shall be in writing, signed by a proposer who shall be a full member of the Institute before the commencement of the Annual General Meeting at which the election is to take place.
- 12.4 In the event of there being more nominations than vacancies, an election by ballot shall be held.
- 12.5 The Chairman-elect will automatically become the chairman for the following 2 years and shall not hold office for more than 2 years.
- 12.6 On taking office, the members of the Regional Executive Committee shall immediately from amongst themselves elect a chairman-elect, honorary secretary and honorary treasurer who shall hold office until the election of an Executive Committee at the next annual general meeting and shall be eligible for re-election.
- 12.7 If the position of Regional chair becomes vacant / is not able to be filled within the rules of the Constitution, the Regional / National Executive will appoint an interim chairperson within 30 days of the post first becoming vacant for the period remaining to the next annual general meeting. This chairperson will be appointed from the group of previous chairpersons with the exception of the immediate past chair.
- 12.8 A Director of Operations may be employed by the Regional Executive.
- 12.9 Three (3) members shall constitute a quorum of the Regional Executive Committee which shall meet as often as required but not less than four times yearly.
- 12.10 The Regional Executive Committee shall have the power to co-opt members of the institute to additional posts of the Regional Executive Committee.
- 12.11 Not more than one-half of the Executive Committee shall be from one company.
- 12.12 Members of the executive and officers of the Institute shall be indemnified and secured harmless from and against all actions, charges, losses, damages and/or expenses as a result of any act or omission while performing functions in good faith for or on behalf of the organisation.
- 12.13 The Chairman of any meeting will hold a casting vote over and above his deliberative vote.
- 12.14 Office bearers may be requested to resign from their position should such member not abide by the Code of Conduct and/or Constitution or where a member is found guilty by the Executive of conduct, which in the sole opinion of the Executive is either dishonourable or derogatory to the character or prejudicial to the interests of the Association.

### **13. NATIONAL EXECUTIVE COMMITTEE**

- 13.1 The control and management of the National affairs shall be vested in an Executive Committee which shall consist of the chairmen of the Regional Executive Committees elected at the Regional annual general meetings and an elected National Chairman.
- 13.2 On taking office, the members of the National Executive Committee shall immediately from amongst themselves elect a Chairman-elect who will automatically become Chairman in the following year but shall not hold office for more than 2 years.
- 13.3 Members of the National Executive shall hold office for a minimum of two years to co-incide with their term of office as Regional chairman.
- 13.4 If the position of National Chair becomes vacant / is not able to be filled within the rules of the Constitution, the National Executive will appoint an interim chair within 30 days of the post first becoming vacant for the period remaining to the next annual general meeting. This chairperson will be appointed from the group of previous chairpersons with the exception of the immediate past chair.
- 13.5 The National Executive shall meet at least three times per annum and must be attended by all Regional chairmen or their representatives.
- 13.6 National Executive meetings will rotate between regions and no more than two such meetings will be held at any one region per year.
- 13.7 A National Director of Operations may be employed by the National Executive Committee.
- 13.8 The Director of Operations of the Regional Executive Committee in whose region the meeting is being held will act as secretary for the meeting.
- 13.9 The National Executive Committee's finances will be controlled by the National Director of Operations, or by the Director of Operations from the region of which the National Chairman is the Regional chairman.
- 13.10 The National Executive Committee of the Institute shall have the power to co-opt members of the Institute to additional posts on the Executive Committee.
- 13.11 Co-opted members will not have the vote on the National Executive.
- 13.12 Members of the Executive and officers of the Institute shall be indemnified and secured harmless from and against all actions, charges, losses, damages and/or expenses as a result of any act or omission while performing functions in good faith for or on behalf of the organisation.
- 13.13 The Chairman of any meeting will hold a casting vote over and above his deliberative vote.

- 13.14 Office bearers may be requested to resign from their position should such member not abide by the Code of Conduct and/or Constitution or where a member is found guilty by the Executive of conduct which, in the sole opinion of the Executive, is either dishonourable or derogatory to the character or prejudicial to the interests of the Institute.
- 13.15 Meetings and procedures of the Committee:  
Minutes of all meetings must be kept safely and always be on hand for members to consult.

#### **14. POWERS OF THE EXECUTIVE COMMITTEES**

Both the Regional and National Executive Committees shall have the following powers:

- 14.1 To administer and manage the affairs and business of the Institute or region.
- 14.2 To monitor the business conduct of members of the Institute in so far as this relates to those aspects detailed in Clause 10 (Code of Conduct) and Clause 9 (Continued Membership).
- 14.3 To appoint sub-committees for special purposes and the chairmen of such sub-committees shall be members of the Executive Committee.
- 14.4 To make regulations, not inconsistent with the provisions of the constitution, in regard to the rights and privileges of members of the Institute.
- 14.5 To consider and decide on applications for affiliation and membership.

#### **15. DUTIES OF HONORARY OFFICE BEARERS**

- 15.1 Honorary secretaries shall keep minutes and attendance registers of all meetings in minute books kept for this purpose. These minutes must be kept safely and always be on hand for members to consult.
- 15.2 Relevant correspondence and membership records must also be kept.
- 15.3 Honorary treasurers shall keep record of the finances relating to their positions.

#### **16. NATIONAL CHAIRMAN'S DISCRETIONARY AWARD**

This award is intended to recognise and reward those individuals who have excelled themselves and / or have made significant contributions to the landscaping industry.

Criteria:

- 16.1 To be awarded to an individual for his/her contribution to landscaping and not necessarily only SALI;
- 16.2 To individuals who are excluded from Honorary Life membership because of the specific criteria;

## 16. NATIONAL CHAIRMAN'S DISCRETIONARY AWARD

- 16.3 The contribution should be tangible / measureable for *inter alia* award-winning projects, length of service to the industry (10 years plus), support of SALI, support through media, environmental contributions and so on;
- 16.4 The award in the form of a certificate must be presented at a SAGIC Awards function that has prestige, ie. annual convention;
- 16.5 A National chair may only present 1 or a maximum of 2 awards in two year his/her term. This is not obligatory but he must have considered this as one of his tasks;
- 16.6 The SALI National Executive Committee must approve in a majority, the nomination for this award;
- 16.7 SALI National must fund the award and the attendance of the person(s) and a partner to the function. Accommodation and travel could be for the individual or region's account;
- 16.8 The SALI National Executive Committee must use their discretion in the event of an individual being nominated who has in the past been declared insolvent/sequestered/liquidated and a minimum of 5 years should be allowed as a rehabilitation period. These criteria should apply to all awards.

## 17. AWARDS OF EXCELLENCE

- 17.1 A National Awards of Excellence shall be held annually as per the Rules and Regulations determined by the National Executive and stated on the Official Entry Form.
- 17.2 The criteria for the appointment of National and Regional judges are as follows:
- 17.3 **Regional:**  
At least two suitably qualified judges are to be appointed. As far as practically possible, one judge is to be selected from a design background and one with horticultural knowledge.
- 17.4 **National:**  
One person will be appointed as the National Co-ordinating Judge by the SALI National Executive for a period not exceeding 5 years.
- 17.5 A member of the National Executive, alternatively an Honorary Life member may be appointed to oversee the judging process. This person shall be exempt from entering (Refer Point 9.1.1) while in this position.
- 17.6 Correspondence or appeals regarding any aspects of the Awards may be directed, in writing, to the National Executive. The decision reached by the National Executive after investigation of a matter will be final.

## **18. DISPUTE RESOLUTION**

In the event of a dispute between a member and client, where attempts at reconciliation between the parties has failed, a SALI Regional Executive Committee may be approached, in writing, by either party, for mediation.

- 18.1 The costs of mediation procedures will be determined by the Regional Executive Committee from time to time and the party initiating the procedure will be liable for the cost of thereof.
- 18.2 Where agreement between the disputing parties is still not reached after SALI mediation, the matter may be referred for arbitration by either party.
- 18.3 Arbitration is a legal process and there can be no further involvement by SALI after this step.

## **19. DISSOLUTION**

The Institute may be dissolved by a Resolution passed at a National General Meeting and if, upon winding-up or dissolution of the Institute, there remains, after settlement of all debts and liabilities, any property or assets whatsoever, the same shall not be paid to or distributed amongst members of the Institute but shall be transferred to some other Association or Institution having, in general, the same or similar aims or objectives as those of the Institute.

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