

INSTITUTION OF AGRICULTURAL ENGINEERS
CODE AND RULES OF PROFESSIONAL CONDUCT
AND DISCIPLINARY REGULATIONS

Preamble

Article 20 **Code of Conduct** of the Articles of Association of the Institution of Agricultural Engineers states:

'Every member shall at all times so order his conduct as to uphold the dignity and reputation of the engineering profession. He shall at all times safeguard the public interest in matters of safety, health and otherwise. He shall at all times exercise his skill and judgement to the best of his ability and discharge his responsibility with integrity and due technical competence'

Article 21 **Rules of Conduct** states:

'The Council may from time to time promulgate Rules of Conduct which shall be in accordance with the Code set out in Article 20 and may require all members to conform to such rules. The Rules of Conduct may be amended, varied or rescinded as the Council may think fit provided that they shall not be inconsistent with the principles of the Code as prescribed in Article 20'

This document sets out the Rules of Conduct and the Disciplinary Procedure. Towards the end of the document, Guidance Notes expand on some of the rules. Throughout the document, the term **Member** is to be taken to include members of any grade as detailed in Article 9 of the Articles of Association, and words of the masculine gender are to be taken to include the feminine.

IAgrE Code of Conduct

The Institution has decided to promulgate the following Rules of Conduct, and requires all members to comply with them.

The Rules of Conduct indicate the manner in which members are required to conduct themselves in various situations. They represent the minimum standard of conduct required of members. In all situations, including any not specifically covered by the rules, the underlying principle to be followed is that, in any conflict between a member's personal interest and the public interest, the public interest should take precedence. These rules should be complied with both in the letter and the spirit.

Our profession encompasses a broad range of individuals as members of the profession, many of whom are employed by general corporate bodies. The rules have, therefore, been split into three sections. Rules 1 to 12 are likely to be of relevance to all members whether they are working in employment or in private practice. Rules 13 to 22 are likely to be of particular relevance to members in private practice. Rules 23 and 24 contain a number of supplementary provisions including the Institution's power to waive the application of certain rules. Finally, Rules 25 to 28 deal with disciplinary procedures.

It is each member's duty to read and understand all the rules and at all times and in all respects to satisfy himself as to their applicability to his personal circumstances. In addition, members must remember that in any given circumstance, more than one rule may be applicable. Members should also note that the Institution may from time to time issue Codes of Professional Practice, laying down the principles which the Institution recommends be followed by members in particular aspects of engineering, for example in matters of public safety and the preservation of the environment.

In the event of a complaint being made to the Institution leading to the activation of the Institution's disciplinary procedure or in the event of the Institution itself instituting disciplinary proceedings, the disciplinary body will have regard to the provisions of these Rules and may have regard to the relevant Codes of Professional Practice in determining whether a member

is guilty of misconduct. It should be noted, however, that failing to adhere to the provisions of the relevant Codes will not of itself automatically be taken to constitute misconduct although it may be taken as evidence that the member has failed to satisfy obligations owed under these Rules. A member knowingly breaching the Codes for good reasons should be prepared to offer a reasoned justification for this action. It should also be noted that compliance with the Rules and the Codes of Professional Practice could in some circumstances be quoted by a member as a defence in the event of disciplinary proceedings being brought against that member.

Any member who is in any doubt as to the interpretation of a Rule or its applicability to their personal circumstances, having read the Notes for Guidance as well as the Rules, should contact the Secretary of The Institution.

RULES LIKELY TO BE OF RELEVANCE TO ALL MEMBERS

1. General

Members shall at all times and in all respects:-

(a) take all reasonable care to avoid creating any danger of death, injury or ill-health to any person or of damage to property by any act or omission whilst carrying out their work or as a result or consequence of their work, save to the extent that the creation of such danger is lawfully authorised;

(b) take all reasonable care to protect the working and living environments of themselves and others and to ensure the efficient use of materials and resources;

(c) conduct themselves so as to safeguard the public interest in matters of safety and health and in a manner consistent with the dignity and reputation of the profession as relevant to the Institution; and

(d) notwithstanding the provisions of any of the other Rules or Codes of Professional Practice, comply with all laws and regulations applicable to their professional work.

2. Professional Integrity

Members shall not at any time or in any respect do anything which compromises or impairs or is likely to compromise or impair their integrity, impartiality, objectivity or their ability to perform their work with due technical competence.

3. Obtaining and Accepting Work

3.1 Members shall not under any circumstances accept or undertake work which they do not have sufficient competence, time or authority to perform unless they obtain such advice, assistance or authority as will enable them properly to perform that work.

3.2 Before accepting or undertaking any work, members shall satisfy themselves (obtaining in advance any clarification or confirmation as may be necessary) as to the scope of the work and the allocation of responsibilities between themselves and anyone else involved in carrying out the work.

3.3 Members shall not be connected with or carry out any occupation or business in any way which would reflect adversely upon their professional status or the dignity and reputation of the profession.

3.4 Members shall not be party to any agreement which seeks to preclude anyone from reporting their conduct to the Institution.

4. Confidentiality

4.1 Members shall not disclose or authorise to be disclosed information acquired in the course of professional work for their employers or clients or former employers or former

clients which is not already in the public domain (for the purposes of this Rule referred to as "confidential information"), except where:-

- a) the prior written consent of the employer/client to the disclosure has been obtained; or
- b) the member is compelled by law to make the disclosure; or
- c) disclosure is in the public interest; or
- d) disclosure is made to their professional advisers but only to the extent permitted by law.

4.2 Members shall not improperly use confidential information either for their own benefit or for the benefit of a third party.

5. Contracts with Third Parties

A member shall not enter into any contract or arrangement of any nature whatsoever with any other person, the performance of which will or may involve a breach of these Rules.

6. Performance of Work

6.1 Members shall, at all times, carry out work with diligence and promptness and shall exercise appropriate care and skill and have proper regard for the technical and professional standards expected of them as members.

6.2 Members shall, at all times, recognise their professional responsibility to those who may be affected by their work.

6.3 Members shall, at all times, give advice that is objective, reliable and timely when discharging their professional duties.

6.4 Should their professional advice not be accepted, members shall take all reasonable steps to ensure that the person who overrules or disregards such advice is made aware of the possible consequences of doing so.

6.5 Members shall not terminate a professional assignment prematurely or refuse to complete work they have agreed to undertake, except for good reason and upon reasonable notice.

7. Membership of Other Professional Bodies and Other Organisations

A member who is also a member of another professional body or other organisation shall comply with all relevant rules of the Institution.

8. Technical Development and Training

8.1 Members shall, at all times, take all reasonable steps both to maintain and to develop their professional competence and knowledge in relation to new developments, whether in science or engineering or otherwise, relevant to their field of professional activity and shall encourage persons working under their supervision to do so.

8.2 It is the duty of all members to take all reasonable steps to further the education and training of individuals under their supervision who are seeking eventual admission to full membership of the Institution.

9. Practice Overseas

A member shall endeavour to adhere to these Rules when practising outside the United Kingdom of Great Britain and Northern Ireland.

10. Discipline

10.1 A member shall not unreasonably refuse, when requested by the Institution to do so, to serve as a member of any investigating or disciplinary body or appeals committee established by the Institution pursuant to its Articles of Association or any regulations made thereunder.

10.2 Members shall comply with any request they receive from the Institution or any member of any investigating or disciplinary body or appeals committee established by the Institution pursuant to its Articles of Association or any regulations made thereunder to provide information and/or documentation (which shall include, without prejudice to the generality of the foregoing, anything upon which evidence or information is recorded in a manner intelligible to the senses or capable of being made intelligible by the use of equipment) to such body or bodies save where such member is entitled to refuse to provide such information and/or documentation on grounds of (a) legal professional privilege or (b) that such information and/or documentation is held by the member under a duty of confidence (provided that the member has first taken all reasonable steps to secure the consent of the person or persons to whom the duty of confidence is owed) or (c) disclosure of such information/ documentation would otherwise be unlawful to such body or bodies.

10.3 Members shall honour the terms of any undertaking which they may have given to the Institution, whether pursuant to disciplinary proceedings or otherwise.

11. Responsibility for Acts or Omissions of Others

11.1 Members shall be responsible for:-

a) exercising proper supervision over any persons working under their authority or direction; and

b) subject to Rule 11.2 below, the acts or omissions (including, in particular, breach of any of the provisions of the Institution's Articles of Association or these Rules) of any persons working under their authority or direction.

11.2 If a member is able to show that, without default on their part, they were not aware, and there was no reason for them to be aware at the time, of any breach of the provisions of the Articles of Association or Rules of Conduct by any person referred to in Rule 11.1(b) above and that they had, prior to the breach, taken all reasonable steps to ensure that such a breach would not occur, then such member shall not be in breach of Rule 11.1(b).

12. Membership Grades and Descriptions

Members shall not describe themselves as holding a grade of membership in the Institution or registration with the Engineering Council or the Society for the Environment to which they are not entitled.

RULES LIKELY TO BE OF RELEVANCE TO MEMBERS IN PRIVATE PRACTICE

13. Obtaining Instructions from a Client

13.1 A member shall not take advantage of any client or potential client whether because of such client's or potential client's age, inexperience, want of education, lack of business experience, ill-health or otherwise howsoever in obtaining and carrying out instructions. A member shall not induce a client to agree to pay sums of money which are not justified by reference to the work which the member has carried out or has been instructed to carry out.

13.2 Members shall not accept a professional assignment if they are aware or have reasonable cause to suspect that another member is acting for the client in respect of the same assignment, until either the first contract has been determined by the client, or the other member has consented to their acting.

14. Inducements for the Introduction of Clients

A member shall not offer or give any fee, commission, discount or other inducement (financial or otherwise) to a third party in return for the introduction of clients or particular professional assignments unless, before entering into a legally binding agreement with that client, the

member makes full disclosure to the relevant client of the nature or amount of such fee, commission, discount or inducement and the name of the person or persons to whom such fee, commission, discount or inducement was offered or given.

15. Publicity and Advertising

15.1 Members may publicise their services or permit others to do so, but in doing so the member must have due regard to the standards set by the Advertising Standards Authority and any standards set by any other regulatory or governmental authority in relation to advertising and ensure that any publicity for which they are in any way responsible is neither inaccurate nor misleading.

15.2 In all advertising, publicity material or public statements for which a member is in any way responsible, the member shall avoid all claims of superiority over, or critical comparisons with, the services provided by other engineers or professionals and shall avoid any direct comparison of fees and charges levied by other engineers or professionals.

15.3 Members may not refer to the name of a client in any advertising, publicity material or public statement unless the prior written consent of that client is first obtained.

15.4 Advertisements or other publicity material issued by a member or by a firm in which the member is or is held out to be a partner or a company through which the member practises or conducts their business may state (subject to compliance with any other relevant regulations or legal requirements) either expressly or impliedly that the member, firm or the company (as the case may be) offers expertise or specialist advice in relation to a particular field of engineering provided that this is the case and the member is able to justify the claim to the Institution should the Institution so require.

15.5 A member shall ensure that any references to fees or charges, or as to the method of calculating charges made in advertisements or publicity material for which the member is in any way responsible, are neither inaccurate nor misleading. In particular, where a fee or charge is quoted it must be accompanied by a clear description of the services that such fee or charge is intended to cover.

16. Site Boards

16.1 The rules governing the use of the Institution's titles apply to names appearing on site boards.

16.2 Members shall ensure that any site boards which they use or authorise the use of, add to, rather than detract from, the dignity and reputation of the profession.

16.3 A site board which in all other respects complies with the provisions of this Rule 16 which gives the name of:

- (i) one or more individuals, all of whom are members; or
- (ii) a partnership, all of the partners of which are members; or
- (iii) a company, all of the shareholders or members and all of directors of which are members,

and does not include the name of any other person, partnership, company or other entity, may include in its design the logo of the Institution.

16.4 Where the inclusion of the logo of the Institution on a site board is permitted by virtue of Rule 16.3 above, members shall ensure that the design and content of any site board which they use or authorise the use of, makes it clear that the logo relates to the Institution and not to the individual member(s) or partnership or company named on the site board.

17. Fees and Assignments

17.1 On or before accepting a professional assignment the member shall, if so requested, give the client a reasonable indication as to the likely cost of the work and to record any estimate given or fee agreed in writing and the precise range of services that such estimate or fee covers.

17.2 Members shall not supply estimates or quotations of fees for professional assignments until they have received sufficient detail as to enable them to make a reasonable assessment of the nature and scope of the assignment and services and resources required.

17.3 In the event that the member and client are unable to agree the nature and scope of the assignment or the extent of the necessary work, the member shall consider the desirability of offering the client a short study or recommending to the client that an independent study be carried out to resolve the disagreement.

17.4 A member shall inform the client immediately if it appears that the estimate is likely to be or will be exceeded.

17.5 A member shall take care not to mislead a client as to the range of services that a quoted fee is intended to cover and the amount of future fees which may be involved.

18. Conflict of Interest

18.1 A member shall take care when accepting a professional assignment and during the course of that assignment to avoid situations which may give rise to a conflict of interest between the member or the member's associates on the one hand and any of the member's or the member's associates' existing or prospective clients on the other.

18.2 A member shall take care when accepting a professional assignment and subsequently during the course of that assignment to avoid situations which may give rise to a conflict of interest between two or more of the member's or the member's associates' existing or prospective clients.

18.3 Should a member become aware of a conflict of interest or a situation which may give rise to a conflict of interest falling within Rules 18.1 and 18.2 the member shall make full and immediate disclosure of all the relevant facts, including the nature of the conflict or possible conflict, to the client(s). Where the disclosure is oral, the member shall ensure that the relevant client(s) receive written confirmation of the disclosure as soon as reasonably practicable.

18.4 In the case of a conflict of interest or a situation which may give rise to a conflict of interest falling within Rule 18.1, the member shall inform the relevant client(s) that he/she will be unable to act or continue to act unless the client(s) request him/her to do so after obtaining independent professional advice.

18.5 In the case of a conflict of interest or a situation which may give rise to a conflict of interest falling within Rule 18.2, the member shall inform the clients that they may, if they so wish, cease to continue to employ the member in relation to the relevant professional assignment.

18.6 For the purposes of this Rule 18:

"associate" shall mean any person in conjunction with whom members conduct their business and, without prejudice to the generality of the foregoing, shall include a firm and any partner or person held out to be a partner in a firm in which the member is or is held out to be a partner, a company of which the member is a director or a material shareholder and any co-directors or other shareholders in the case of such a company.

A member shall be deemed to have an "interest" if any of those detailed in a) and b) below has an interest:

a) the spouse, child, step-child, near relative by blood, adoption or marriage, nominee or employee of:

i) the member, ii) any person who is, or is held out to be a partner in a firm which the member is, or is held out to be a partner, or

b) a body corporate or company of which the member is a director or a material shareholder or a nominee or employee of such body corporate/company.

19. Clients' Monies

19.1 Members shall keep in one or more bank accounts identified expressly as client accounts and separate from the member's own bank account or that of the firm in which they are, or are held out to be a partner or the company through which they practise or conduct business (as the case may be) any client's money received by but not beneficially owned by the member, the member's firm or company.

19.2 A member shall account at the appropriate time for all monies held, paid or received by or on behalf of any person (whether a client or not) entitled to such monies.

20. Composition of Practices

Where there has been a material alteration to the composition of a firm in which a member is or is held out to be a partner or to the directors of a company through which a member practises or conducts business, the member shall take steps to ensure that all clients of the firm or company shall be notified of the change promptly.

21. Practice Names for Collective Use of Title and Descriptions

21.1 Members shall not conduct business as engineers or environmentalists nor authorise a firm in which they are, or are held out to be, a partner or a company through which they practise or conduct business under any such name, style or title which adversely reflects upon the member's professional status as an engineer or environmentalist and the dignity and reputation of the profession.

21.2 Members shall ensure that the name of their practice, or the name of the firm in which the member is, or is held out to be, a partner or a company through which the member practises or conducts business is not misleading or liable to cause confusion with the public.

21.3 Members shall ensure that their designatory title awarded by the Institution is used only in reference to the member and not to the organisation in which the member practises.

22. Managerial Responsibility

22.1 Members shall ensure that the work of their office or branch office or that of the firm in which such member is or is held out to be a partner or company through which they practise or conduct business insofar as the work relates to the provision of professional services is under the supervision of an appropriately qualified person.

22.2 In addition to the member's responsibilities referred to in Rule 11, but subject to Rule 22.3 below, a member shall be prima facie responsible, as a matter of professional conduct, for the acts or omissions including, in particular, breach of any of the provisions of the Institution's Articles of Association or these Rules of:-

a) any firm in which the members are, or hold themselves out to be, or allows themselves to be held out as a partner, or any firm which the member allows to use their name and/or style and title or designatory letters in any of its advertisements, publicity material or notepaper; and

b) any company of which they are a director or any co-director of that company or any company which the member allows to use their name and/or style and title or designatory letters in any of its advertisements, publicity material or notepaper.

22.3 If members are able to show that, without default on their part, they were not aware, and there was no reason for them to be aware at the time of any breach of the provisions of the Articles of Association or Rules of Conduct by any firm or company referred to in Rules 22.2(a) and (b) above and they had, prior to the breach, taken all reasonable steps to ensure that such a breach would not occur, then such members shall not be in breach of Rule 22.2.

SUPPLEMENTARY RULES

23. Waivers

23.1 The Institution shall have power to waive in writing, with immediate effect, any of these Rules in any particular case or cases whether in relation to the past, present or future application of the Rules and whether or not disciplinary proceedings against any member have begun, and, with immediate effect, to revoke in writing any such waiver.

23.2 Any waiver shall refer to the relevant Rule or Rules and shall state the purpose and extent of the waiver, any conditions subject to which it is granted and the duration thereof (assuming no prior revocation).

24. Restrictive Trades Practices Act 1976

If there is any provision contained in these Rules or any agreement or arrangements of which they form part which causes or would cause these Rules or any agreement or arrangement of which they form part to be subject to registration under the Restrictive Trade Practices Act 1976 then that provision shall not take effect until the day after particulars of these Rules or any agreement or arrangement (as the case may be) shall have been duly furnished to the Director General of Fair Trading pursuant to that Act.

DISCIPLINARY PROCEDURE

25. Where any allegation or claim (herein referred to as a 'complaint') is made to the Institution indicating that an individual whose name appears on the register of members may be liable to disciplinary action, such complaint shall be examined by the Institution and provided that the complaint is properly supported by evidence and not vexatious or frivolous, the Institution, shall, subject to the provisions of Rules 26 to 30, appoint an investigating body and a disciplinary body and refer the complaint thereto for investigation and determination. The Institution may make, vary and rescind regulations providing for the constitution, membership and proceedings of such investigating and disciplinary bodies and an appeals body which is referred to in Rule 29, and for the award of costs, the publication of any decision and any other matter relevant to the investigation and adjudication of the complaint. Such regulations shall be designed to secure that: -

- (a) any complaint which the Institution may deal with shall be properly investigated and properly determined; and
- (b) before being called on to deal with any complaint against a member, the member shall be informed of the nature of the complaint and of the material evidence on which it is based; and
- (c) such individual, who may be represented, shall be given a full and fair opportunity of being heard and defending himself against the allegations;
- (d) in all other respects the investigation shall be made and the proceedings conducted and the decision reached in accordance with natural justice.

26. The Institution may delegate such of its functions and powers as it considers appropriate to the investigating body, the disciplinary body and the appeals body, and for the purposes of the Rules of Conduct references to the Institution shall be deemed to include any investigating body, disciplinary body or appeals body to whom the Institution shall have so delegated any of its functions and powers.

27. If any complaint which the Institution has investigated pursuant to Rule 25 shall be found by Institution to be substantiated in whole or in part, it shall make a finding to that effect and the Institution shall have power to take any one or more of the following courses of action on the expiry of the time for appeal or, if notice of appeal is given, on final determination of the appeal (if unsuccessful):-

- (a) to warn the relevant individual;
- (b) to reprimand or severely reprimand the relevant individual;
- (c) to require the relevant individual to give an undertaking to refrain from continuing or repeating the conduct which is found to have caused the complaint or to give such other undertaking as the Institution considers appropriate;

(d) to suspend the member from membership of the Institution for such period as the Institution shall think fit;

(e) to remove the name of the member from the register of members of the Institution;

(f) to report the complaint, the consequent course of action and the outcome to the Engineering Council and/or the Society for the Environment

28. The decision of the Institution relating to any such complaint shall be communicated to the relevant individual in writing. The decision shall be sent by mail (first class mail inland or airmail overseas) to the last known address of the individual. Any person aggrieved by the decision of the Institution may within 60 days from the date of the posting of the decision, appeal to the Council of the Institution against the decision. Such an appeal shall be delivered in writing to the Secretary of the Institution at its registered office, and shall specify the grounds on which the appeal is based.

29. The Council of the Institution shall act as the appeals body and shall consider the appeal at the next meeting of Council. The appeal shall be conducted in a manner consistent with natural justice, allowing the person mounting the appeal the following rights:-

(a) to attend in person and to be heard either in person or through a representative;

(b) to submit evidence in writing in support of the appeal.

30. The determination by Council of the appeal shall be final. The Secretary of the Institution shall communicate the decision of Council in writing to the individual at his last known address.

31. Members wishing to appeal against decisions relating to IAGrE grading or Registration with Engineering Council or the Society for the Environment shall do so using the Appeals Procedure outlined in Para 29 above.

32. Any member has the right of final appeal to the Engineering Council and or the Society for the Environment where any decision taken by the Institution has an effect on the registration status, with the Engineering Council or the Society for the Environment.

Reviewed November 1997
Revised November 2000
Revised 2004
Reviewed & Revised January 2010
Reviewed and Revised May 2010