



BYE-LAWS OF  
THE PROPERTY INSTITUTE LIMITED  
A COMPANY LIMITED BY GUARANTEE

Representing the former members of The Institute of Residential Property Management Limited and  
The Association of Residential Managing Agents Limited

- Bye Law 1 – Application and definitions
- Bye-Law 2 – Members
- Bye-Law 3 – Attached Classes
- Bye-Law 4 – Rules and Regulatory Standards
- Bye-Law 5 – Conduct of Members
- Bye-Law 6 – Compulsory Professional Indemnity Insurance and Yearly Accountants Report
- Bye-Law 7 – Complaints to the Institute
- Bye-Law 8 – Outcomes of a Disciplinary
- Bye-Law 9 – Services to Members
- Bye-Law 10 – Limitation of Liability
- Bye-Law 11 – Resolution of Disputes

No responsibility for loss occasioned to any person or Firm acting or refraining from action as a result of the material included in this document can be accepted by the Institute.

© The Property Institute Limited - 2024 – copyright in all or part of this publication rests with the Institute and, save by prior consent of the Institute, no part of parts shall be reproduced by means of electronic, mechanical, photocopying, recording or otherwise now known or to be devised.

These Bye Laws are effective from and including 27<sup>th</sup> November 2024.

# **1 Application and definitions**

## **Application**

1.1 These Bye-Laws and any Rules made under them shall apply to:

- (a) an Individual Member;
- (b) a Company Member;
- (c) a member of an Attached Class; and
- (d) a Scotland Company Member.

1.2 In these Bye-Laws, unless the context otherwise requires:

- (a) the singular shall include the plural and vice-versa and the masculine shall include the feminine; and
- (b) unless expressly provided otherwise, a reference to a statute or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it and any amendment or re-enactment, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

**‘Affiliate’** a person who has been granted Affiliate status by the Institute in accordance with these Bye-Laws;

**‘Articles’** the memorandum and articles of association of the Institute;

**‘Associate Firm’** a Firm which has been granted Associate Firm status by the Institute in accordance with these Bye-Laws;

**‘Associate Member’** a person who has been granted Associate status by the Institute in accordance with these Bye-Laws;

**‘Attached Classes’** the classes of persons and Firms who are not Members but who are attached to the Institute including Affiliates, Associate Members, Associate Firms, Network Firms and Partner Firms;

**‘Board’** the directors of the Institute appointed in accordance with the Articles;

**‘Branding Policy’** the policy published by the Institute setting out guidance for use of the Institute Logo;

**‘CEDR’** the Centre for Effective Dispute Resolution registered with company number 02422813;

**‘Complaints Guidance’** the guidance issued from time to time by the Institute setting out the procedure for making a complaint against a Member or an Associate Firm;

**‘Consumer Charter & Standards’** the consumer charter & standards (as varied from time to time) and the code of conduct published on the Website;

**‘Control’** the holding of:

- a) over 50% of the voting rights in the relevant Firm;
- b) the power to direct or cause the direction and management of the policies of the relevant entity in accordance with the acquirer’s wishes, whether as a result of the ownership of shares, control of

- the board of directors or equivalent managing body, contract or any powers conferred by the articles of association or other constitutional documents of the relevant Firm; and/or
- c) all or the substantial majority of the assets in the relevant Firm;

**‘Data Protection Legislation’** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) the Data Protection Act 2018;

**‘Disciplinary’** means a disciplinary process carried out in accordance with the requirements of the TPI board with regard to the Rules as updated from time to time;

**‘Executive Committee’** the committee with delegated authority to make day-to-day decisions on behalf of the Board;

**‘Fellow’** a person who has been granted Fellow status by the Institute in accordance with these Bye-Laws;

**‘Firm’** bodies corporate (however incorporated), unincorporated bodies and any other undertakings including individuals, sole traders, unincorporated associations of persons and partnerships;

**‘Guide to Compliance Reviews’** the published guidance for the compliance review of Company Members by and on behalf of the Institute;

**‘Guide to Joining TPI’** the guidance for attaining Member, Associate Firm, Partner Firm or Network Firm status (as amended from time to time) approved by the Board;

**‘Individual Full Member’** a person who has been granted Individual Full Member status by the Institute in accordance with these Bye-Laws;

**‘Institute’** The Property Institute Limited registered with company number 13753239;

**‘Logo’** the logos held by the Institute for use by Members and certain members of Attached Classes as set out in these Byelaws and the Branding Policy;

**‘Member’** Company Members, Scotland Company Members and Individual Members granted membership of the Institute in accordance with the Articles and these Bye-Laws;

**‘Company Member’** means “Business Member” as defined in Article 1.1 of the Articles but excludes, for the avoidance of doubt, Individual Members;

**‘Network Firm’** a Firm which has been granted Network Firm status by the Institute in accordance with these Bye-Laws;

**‘Ombudsman or Recognised Scheme’** any Government approved independent redress scheme;

**‘Partner Firm’** a Firm which has been granted Partner status by the Institute in accordance with these Bye-Laws;

**‘Individual Member’** means “Professional Member” as defined in Article 1.1 of the Articles and includes Associates, Fellows and Individual Full Members but excludes, for the avoidance of doubt, Company Members;

**‘RICS’** the Royal Institution of Chartered Surveyors;

**‘RICS Code’** the Service Charge Residential Management Code published by RICS and as approved by the Secretaries of State for England and Wales under the terms of Section 87 of the Leasehold Reform, Housing and Urban Development Act 1993;

**‘Rules’** one or more of any of the Articles, Bye-Laws, Consumer Charter & Standards, Guide to Joining TPI, RICS Code and any other rules of the Institute applicable from time to time along with any and all other applicable regulations, standards, codes, decisions, rulings, judgments, findings, penalties, conditions or orders of any nature;

**‘Scotland Company Member’** – a ‘Business Member’ as defined in Article 1.1 of the Articles which TPI’s Board of Directors has decided operates its business in Scotland, but which excludes for the avoidance of doubt, Individual Members

**‘Sector’** shall have the meaning set out in the Articles;

**‘Standards’** the detailed commitments to consumers further to the Consumer Charter & Standards (as varied from time to time) and published; and

**‘Website’** the Institute’s website at [www.tpi.org.uk](http://www.tpi.org.uk) and including any website which a Member or member of an Attached Class is directed to on the Website.

## **2      Members**

### **Individual Members**

- 2.1 Persons wishing to be granted Associate status must complete an online application form on the Website.
- 2.2 Associate status may be granted to Affiliates, former individuals wishing to re-join the Institute or to persons who have:
  - (a) passed a TPI Level 2 Foundation Course and Exam and a TPI Level 3 Associate Course and Exam; or
  - (b) obtained alternative higher level learning certificates/qualifications or other professional body membership.
- 2.3 Associates shall be entitled to use the “ATPI” post-nominals for the duration of their Associate status.
- 2.4 Persons wishing to be granted Individual Full Member status must complete an online application form on the Website.

- 2.5 Individual Full Member status may be granted to Affiliates, Associates, former individuals wishing to re-join or to persons who have:
- (a) passed a TPI Level 2 Foundation Course and Exam, a TPI Level 3 Associate Course and Exam and an IPRM Level 4 Member Exam; or
  - (b) obtained alternative higher level learning certificates/qualifications or other professional body membership.
- 2.6 Individual Full Members shall be entitled to use the “MTPI” post-nominals for the duration of their Individual Full Member status.
- 2.7 Fellow status is awarded at the discretion of the Board to Individual Full Members:
- (a) with ten or more years’ experience in residential property management and who can specifically demonstrate that they have made a significant contribution to the development of the sector over and above that made to their own business or employer; or
  - (b) to individuals who have made an exceptional contribution to the residential property management sector and whose membership will enhance the standing of the Institute.
- 2.8 Fellows shall be entitled to use the “FTPI” post-nominals for the duration of their Fellow status.
- 2.9 Individual Members shall be entitled to attend, speak and vote at general meetings of the Institute in accordance with the Articles.
- 2.10 Firms employing Individual Full Members or Fellows shall be entitled to use the relevant Logo in accordance with the Branding Policy.

## **Company Members**

- 2.11 A Firm wishing to apply for Company Member status must meet the criteria for Company Member status as set out in the Guide to Joining TPI and complete the online application form. Company Members shall be granted the rights and obliged to comply with the obligations set out in the Guide to Joining TPI to the extent that such rights and obligations are stated to apply to Company Members.
- 2.12 Company Member status shall be granted to entities having separate legal personality. Partnerships or sole traders may apply for membership and, if successful, such membership shall be granted to the individual partners or the sole trader (as applicable). A Company Member shall not be entitled to share, transfer or otherwise assign its membership, nor the rights granted under it, with any other entity. Where a Company Member trades under more than one name, only the Firm which was granted Company Member status may be held out as a Company Member and used in connection with the relevant Logo. Should the Company Member wish to use the relevant Logo with any other of its trading names it must seek the prior consent of the Institute and such consent may be given at the Board’s absolute discretion.
- 2.13 Following the grant of membership, the Institute shall register and publish the principal or head office address of each Company Member. Company Members may register additional offices with the Institute, subject to payment of the relevant fee.

- 2.14 Employees of Company Members can register with the Institute to receive communications directly from the Institute although employees that do so have no separate or additional rights or entitlements to their employer Company Member.
- 2.15 The Board may, in its absolute discretion, change a Company Member's status from Company Member to Associate Firm. If a Company Member's status is changed to Associate Firm in accordance with this Bye-Law 2.15, the Associate Firm shall remain an Associate Firm for a maximum of two years. If an Associate Firm fails to regain Company Member status during the two-year period, at the end of that period the Associate Firm's status shall automatically terminate.
- 2.16 A representative of a Company Member is entitled to attend, speak and vote on behalf of that Company Member at general meetings of the Institute in accordance with the Articles.

#### Scotland Company Members

- 2.17 A Firm wishing to apply for Scotland Company Member status must meet the criteria for Scotland Company Member status as set out in the Scotland Company Member New Membership Application Form.
- 2.18 A Scotland Company Member shall be granted the rights set out in the Scotland Company Member New Membership Application Form and obliged to comply with the code of conduct for property factors set out within the Property Factors (Scotland) Act 2011.
- 2.19 Only entities having separate legal personality shall be eligible to be granted Scotland Company Member status. Partnerships or sole traders may apply for membership and, if successful, such membership shall be granted to the individual partners or the sole trader (as applicable). A Scotland Company Member shall not be entitled to share its membership with, or to transfer or otherwise assign its membership or the rights granted under it to, any other entity. Where a Scotland Company Member trades under more than one name, only the Firm which was granted Scotland Company Member status may be held out as a Scotland Company Member and used in connection with the relevant Logo. Should the Scotland Company Member wish to use the relevant Logo with any other of its trading names it must seek the prior consent of the Institute and such consent may be given at the Board's absolute discretion.
- 2.20 Following the grant of membership, the Institute shall register and publish the principal or head office address of each Scotland Company Member. Scotland Company Members may register additional offices with the Institute, subject to payment of the relevant fee.
- 2.21 Employees of Scotland Company Members can register with the Institute to receive communications directly from the Institute although employees that do so have no separate or additional rights or entitlements to their employer Scotland Company Member.
- 2.22 A representative of a Scotland Company Member is entitled to attend, speak and vote on behalf of that Scotland Company Member at general meetings of the Institute in accordance with the Articles.

### **3 Attached Classes**

#### **Affiliates**

- 3.1 A person wishing to apply for Affiliate status must complete an online application form on the Website.
- 3.2 Affiliates must complete 15 Hours of Continuous Professional Development (CPD) yearly. Affiliates agree to adhere to the Institute's Code of Professional Conduct and to pursue a career pathway in line with the guidance of the Institute.

### **Associate Firms**

- 3.3 A Firm wishing to apply for Associate Firm status must meet the criteria set out in the Guide to Joining TPI and complete the online application form. The granting of Associate Firm status and its entitlement is entirely at the discretion of the Board who may refuse it at any time without appeal. Associate Firms shall be granted the rights and obliged to comply with the obligations set out in the Guide to Joining TPI to the extent that such rights and obligations are stated to apply to Associate Firms.
- 3.4 Associate Firm status shall be granted for two years and, unless terminated earlier in accordance with these Bye-Laws, shall automatically terminate at the end of the two-year period unless an extension to that period is granted by the Institute.

### **Partner Firms**

- 3.5 A Firm wishing to apply for Partner Firm status must meet the criteria set out in the Guide to Joining TPI and complete the online application form. The granting of Partner Firm status and its entitlement is entirely at the discretion of the Board who may terminate or amend it at any time without appeal. Partner Firms shall be granted the rights and obliged to comply with the obligations set out in the Guide to Joining TPI to the extent that such rights and obligations are stated to apply to Partner Firms.
- 3.6 Partner Firms shall be entitled to use the "Partner" version of the Logo for the duration of their Partner Firm status and in accordance with the terms of usage set out in the Guide to Joining TPI.

### **Network Firms**

- 3.7 A Firm wishing to apply for Network Firm status must meet the criteria set out in the Guide to Joining TPI. The granting of Network Firm status and its entitlement is entirely at the discretion of the Board who may terminate or amend it at any time without appeal. Network Firms shall be granted the rights and obliged to comply with the obligations set out in the Guide to Joining TPI to the extent that such rights and obligations are stated to apply to Network Firms.

### **General**

- 3.8 Company Members, Scotland Company Members and Associate Firms shall procure that any employee, partner, representative, agent, subsidiary or associated company of that Company Member, Scotland Company Member or Associate Firm shall, to the extent that they are acting for and on behalf of the Company Member, Scotland Company Member or Associate Firm, comply with the obligations set out within these Bye-Laws.

- 3.9 The Board shall publish appropriate application forms for persons or Firms applying to become a Member or a member of an Attached Class and applicants will be required to complete the relevant forms in full and be able to demonstrate compliance with the requirements set out in the Guide to Joining TPI.
- 3.10 The Institute is entitled to take into consideration the past conduct, activities and/or behaviour of any applicant when considering whether the applicant meets the criteria to become a Member or an Associate Firm if it believes it to be relevant but the Executive Committee shall seek the guidance of the Board whenever it decides to take such conduct, activities and/or behaviour into consideration.
- 3.11 The Board may, in its absolute discretion, decline any application to become a Company Member or Scotland Company Member. The Board may delegate the assessment of applications to the Executive Committee but shall not be bound by any decision or recommendation of the Executive Committee. There shall be no right of appeal against a decision to refuse an application for Company Member or Scotland Company Member status.
- 3.12 The Institute shall be entitled to take into consideration any complaint raised against any applicant for Member or Associate Firm status and, at the discretion of the Board, to carry out a Disciplinary in respect of the same. The Institute may wait until the completion of any ongoing Disciplinary before determining whether to grant Company Member, Scotland Company Member or Associate Firm status to any applicant.
- 3.13 Individual Members and Affiliates shall pay the application and subscription fees set out on the Website.
- 3.14 Company Members, Scotland Company Members, Associate Firms, Partner Firms and Network Firms shall pay the application and subscription fees referred to in the Guide to Joining TPI or in the membership section of the Website. The application fee is non-refundable.
- 3.15 The Institute reserves the right to charge an additional fee to Members and Associate Firms for such purposes as are deemed necessary for the good of the Institute and its Members and Associate Firms, and the Members and Associate Firms shall be provided with details of such fee and the reasons for charging such fee at least 28 days before payment is due. Members and Associate Firms shall pay any fees charged in accordance with these Bye-Laws within the terms of the invoice.
- 3.16 A Member, Associate Firm, Partner Firm or Network Firm may at any time resign its status by giving one month's written notice to the Institute (or such longer notice as may be required under the Articles) and the notice shall be submitted to the Institute in accordance with the Articles and duly recorded. The Member, Associate Firm, Partner Firm or Network Firm (as applicable) shall be liable for any outstanding fees and costs. Where there are one or more complaints outstanding against the Member or Associate Firm, the Board may at its absolute discretion refuse to accept or record the resignation until such complaint(s) have been resolved.
- 3.17 A Member, Associate Firm, Partner Firm or Network Firm shall, notwithstanding the termination of its status, be liable to pay any fee or subscription due to the Institute prior to termination and in no circumstances will any refund of any application fee, or subscription be made. A Company Member shall, notwithstanding the termination of its status, be liable to pay any outstanding compliance review fees due.

- 3.18 All Company Members and Associate Firms shall ensure that their head or principal office administering and/or involved in the Sector shall be accessible to the public during normal office hours. All Company Members and Associate Firms must provide a full postal address on their printed stationery and their publicity materials suitable for and recognised by the courts for service of notices, and other legal proceedings. The use of Post Office Box addresses or their equivalent are not acceptable.
- 3.19 Without prejudice to the right of the Institute to expel a Member or Associate Firm pursuant to these Bye-Laws, removal or suspension from the Institute may be made in accordance with the provisions of the Articles.
- 3.20 The Board may terminate the status of an Affiliate, Partner Firm, Network Firm upon written notice where it has determined that the Affiliate, Partner Firm or Network Firm has acted in such a way that has an adverse effect on the Institute and/or brings, or is likely to bring, the Institute and/or any or all its Members and/or the members of the Board into disrepute which shall be determined at the absolute discretion of the Board.
- 3.21 No right or privilege of any Member or Associate Firm shall be in any way transferable or transmissible and all rights and privileges of Members or Associate Firms shall cease upon termination of Member or Associate Firm status.
- 3.22 Members and Associate Firms, and in respect of the obligation at Bye-Law 3.22(a) only, Partner Firms and Network Firms shall inform the Institute as soon as practicable where:
- (a) there is a change of Control in its Firm;
  - (b) it assumes Control of the Firm of another Member or Associate Firm;
  - (c) it assumes Control of the Firm of a former Company Member or former Associate Firm; and/or
  - (d) it assumes Control of the business of any Firm in the Sector (whether or not it is their main or principal business).
- 3.23 The Institute has the right to conduct a compliance review of any business that has been acquired by a Company Member and the acquiring Company Member where the Firm or its owner, as applicable, were not a Company Member at the time of transfer. Such compliance reviews shall be carried out in accordance with the Institute's Guide to Joining TPI and the Guide to Compliance Reviews as amended from time to time within such timescale as the Institute shall determine and the acquiring Member shall bear the cost of the compliance review and any associated expenses. For the avoidance of doubt this right does not apply to Scotland Company Members.
- 3.24 The procedures which apply on notification of any change under Bye-Law 3.22 are set out in Guidance Note F08 on Acquisitions, Mergers and changes which are subject to approval by Board.
- 3.25 Members and Associate Firms are required to notify the Institute by providing detailed information to the Institute within one month of any decision by the First-tier Tribunal (or any legal body which supersedes the First-tier Tribunal) in which a manager is appointed to replace the relevant Member or Associate Firm.

- 3.26 In assessing the suitability of applicants for Membership, Associate Firm status and/or Members' or Associate Firms' continued appointment, the Institute may carry out independent checks and refer to agencies, trade or professional bodies including but not limited to RICS, and NLG for any background information and to consider any information received in the course of conducting independent checks in addition to any references required from the applicant's clients, accountants, bankers and solicitors.
- 3.27 A former Member or Associate Firm may reapply for Member or Associate Firm status. If a former Member or Associate Firm had their Company Member or Associate Firm status terminated by the Institute, the Board will consider such applications on a case-by-case basis and make any criteria which it applies available to the relevant former Company Member or Associate Firm. The former Company Member or Associate Firm will, as a minimum, be required to provide evidence that any and all issues leading to its expulsion have been resolved and that any previous complaints against it have been satisfactorily and properly resolved. The Board has the right to decide that an expelled Company Member or Associate Firm shall not be permitted to reapply for Company Member or Associate Firm status for a period of between one and five years after their removal. The Board may, at its absolute discretion, reduce this period.
- 3.28 The Institute has published a privacy policy in accordance with Data Protection Legislation on the Website.

#### **4 Rules and Regulatory Standards**

- 4.1 Every Member, Associate Firm and each member of an Attached Class shall comply with the Rules.
- 4.2 Company Members (but not Scotland Company Members) are required to periodically undergo a compliance review in accordance with guidance entitled TPI: Guide to Compliance Reviews. A Company Member will bear the cost of its compliance review.
- 4.3 The Consumer Charter & Standards are published and periodically updated and available for inspection at the Website. The Board has the power to amend the Consumer Charter & Standards from time to time and shall inform Members in a timely manner when any changes are made. For the avoidance of doubt the Consumer Charter & Standards is not applicable to Scotland Company Members.

#### **5 Conduct of Members**

Members (excluding Scotland Company Members) shall at all times endeavour to adhere to the Consumer Charter & Standards.

#### **6 Compulsory Professional Indemnity Insurance and Yearly Accountants Report**

- 6.1 Company Members shall maintain a policy of professional indemnity insurance appropriate to the size and nature of its business and no Company Member shall carry on business unless it is covered by a current professional indemnity insurance policy.

- 6.2 All Company Members and Associate Firms will provide to the Institute, in a form prescribed by the Board from time to time, confirmation of the renewal of its insurance policy and a certificate from its insurance company or brokers duly signed both at their acceptance as Company Members or Associate Firms, and annually thereafter. For the avoidance of doubt this is not a requirement for Scotland Company Members.
- 6.3 Company Members and Associate Firms are required to submit the forms set out in the Member's area of the Website each year within one month of their renewal date before their membership will be renewed. For the avoidance of doubt this is not a requirement for Scotland Company Members.
- 6.4 All Company Members who are not regulated by the RICS or such other body as the Board may prescribe from time to time, will provide to the Institute with their application and on an annual basis (other than in the year in which such Member's compliance review by the Institute is completed), a certificate from their accountant and/or auditor in the form prescribed from time to time by the Board. For the avoidance of doubt this is not a requirement for Scotland Company Members.
- 6.5 Company Members which are regulated by the RICS or such other body as the Board may prescribe from time to time, may submit a copy of their RICS Annual Return and a copy of the results of any desk and/or site based reviews in lieu of a certificate submitted by their accountant in accordance with Bye-Law 6.4.
- 6.6 The accountant/auditor who provides a certificate in accordance with Bye-Law 6.4 must be a member of a UK recognised and registered professional accounting bodies and be subject to the control and regulations thereof.
- 6.7 A Company Member or Associate Firm who fails to provide the above documents by the required date or in the form prescribed shall be subject to review and, potentially, a Disciplinary and/or administrative charge referred to in Bye-Law 6.8.
- 6.8 Where a Company Member or Associate Firm has failed to comply with the membership requirements relating to annual renewals and the provision of the annual professional indemnity insurance certificate and RICS annual return or accountant's report (as applicable) within the required timescales, the Institute has the power to issue an administration charge of up to £100 plus VAT to the relevant Company Member or Associate Firm.

## **7 Complaints to the Institute**

- 7.1 Company Members and Associate Firms are required to join an Ombudsman or Recognised Scheme and comply with the rules of the Ombudsman or Recognised Scheme. For the avoidance of doubt this is not a requirement for Scotland Company Members.
- 7.2 Company Members and Associate Firms are required to maintain, publish and fully implement an internal complaints procedure that meets the requirements set by the Board from time to time in the Guidance Note F01 on Complaints Handling. For the avoidance of doubt this is not a requirement for Scotland Company Members.

7.3 Where a complaint is made to the Institute in relation to an Individual Full Member, a Company Member or an Associate Firm (as applicable) the dispute will be referred to Institute's Independent Adjudication Service for Members operated by CEDR or such other organisation as the Institute shall appoint from time to time. For the avoidance of doubt this is not a requirement for Scotland Company Members.

7.4 A complaint received in accordance with Bye-Law 7.3 may be:

- a) made by a third party alleging that a Company Member or Associate Firm has, either personally or through any of its employees, partners, representatives, agents, subsidiaries or any associated Firms, committed any breach of the Rules;
- b) made by the Board in relation to an alleged failure by a Company Member to comply with the Guide to Compliance Reviews
- c) made by the Board where the Board reasonably believes that the Company Member has brought the Institute into disrepute; or
- d) made by a Company Member or Associate Firm, in relation to a handover dispute with a Company Member that has been ongoing for three months or more.

For the avoidance of doubt, this Clause 7.4 shall not apply to Scotland Company Members.

7.5 Any complaint made to the Institute in relation to a Scotland Company Member will not be handled by the Institute. Such complaints should be referred to the statutory complaints process set out in the Property Factors (Scotland) Act 2011, under which customers may raise complaints with the Scottish Government's First-tier Tribunal for Scotland (Housing and Property Chamber).

7.6 Scotland Company Members must comply with the statutory complaints procedure and cooperate fully with any Tribunal process.

7.7 If a complaint against a Scotland Company Member by another Scotland Company Member is received by the Institute, the matter will be referred to the Board or a sub-group appointed by the Board for review.

7.8 The Board or sub-group will have full discretion in determining the process for handling any such complaint, including the ability to seek additional information or hold discussions between the parties.

7.9 If a complaint arises between a Scotland Company Member and a Company Member based in England or Wales, the Institute's Board will determine the appropriate process for handling the complaint, taking into account jurisdictional differences.

## **8 Outcomes of a Disciplinary**

The Board or a committee appointed by the Board may impose one or more of the outcomes set out below on a Member or Associate Firm which is subject to a Disciplinary:

- a) a letter of apology by the Member or Associate Firm to a specified third party;
- b) training to be undertaken by the Member or Associate Firm;
- c) suspension of a Member or Associate Firm for a specified period of time; and/or
- d) expulsion of Member or Associate Firm.

## **9 Services to Members**

Within the constraints of the Institute's resources and Articles, the Institute will provide services to, support for and promotion of the Members and Attached Classes interests as the Board sees fit having due regard to Members' and Attached Classes views and the public interest.

## **10 Limitation of Liability**

10.1 Nothing in these Bye-Laws shall limit or exclude the Institute's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; or
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to Bye-Law 10.1, the Institute shall not be liable to a Member or a member of an Attached Class whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Bye-Laws for:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of or damage to goodwill; and
- f) any indirect or consequential loss.

10.3 Subject to Bye-Law 10.1, the Institute's total liability to a Member or to a member of an Attached Class whether in contract, tort (including negligence), breach of its statutory duty, or otherwise, arising under or in connection with these Bye-Laws shall be limited to £10,000.

10.4 Notwithstanding Bye-Law 10.3, the Institute shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

10.5 For the avoidance of doubt, references to Members and members of an Attached Class in this Bye-Law 10 shall include former Members and former members of an Attached Class.

## **11 Resolution of Disputes**

11.1 If any dispute arises in connection with these Bye-Laws, the Institute, the Member and the member of the Attached Class (as applicable) agree to enter into negotiations in good faith to settle such dispute. Negotiations may be conducted by correspondence, by telephone or by meeting in person. To initiate the negotiations a party must give notice in writing to the other party or parties to the dispute. No party may commence any court proceedings in relation to any dispute

arising out of these Bye-Laws until it has made a reasonable and in good faith attempt to settle the dispute by negotiation, and either the negotiations have terminated, or the other party has failed to participate in the negotiations, provided that the right to issue proceedings is not prejudiced by a delay.

- 11.2 For the avoidance of doubt, Bye-Law 11.1 does not apply to the conduct or process of a Disciplinary.