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STEP BRANCH REGULATIONS 2017

These Regulations are made pursuant and are subject to the Memorandum and Articles of Association ("the Memorandum and Articles") from time to time in force of the Society of Trust and Estate Practitioners registered in England under company number 2632423 ("STEP") and regulate the relationship between Branches and STEP and Members and Branches. These Regulations incorporate the Admission Rules, the Intellectual Property Rules and the Disciplinary Rules.

1. Definitions

Unless the context otherwise requires, terms not specifically defined in these Regulations shall bear the same meanings as in the Memorandum and Articles. The definitions in the Memorandum and Articles most relevant to these Regulations are listed below and in addition the following terms shall bear the meanings set out below unless the context otherwise requires:-

**Admission Rules**

The rules as set out in Schedule 1 to these Regulations as amended, replaced or supplemented from time to time.

**Board**

The Board of Directors of STEP.

**Branch**

A group of Members who come together (whether as an incorporated body or an unincorporated body) in any Region for the purpose of the furtherance of the objects of STEP and are recognised as such by the Membership Committee and Branch Development Committee. For the purposes of these Regulations any reference to a Branch shall include a Chapter. (A list of Branches and Chapters as at the date of adoption of these Regulations is included in Schedule 5).

**Branch AGM**

The Annual General Meeting of the Branch.

**Branch Committee**

The committee of management for the time being of a Branch referred to in Regulation 3.

**Branch Member**

Any Member who has elected to join the Branch or who has been allocated to the Branch by the Board and Branch Members shall be interpreted accordingly.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chapter</strong></td>
<td>A group of members which the Directors consider to be too small to constitute a Branch and which may or may not become a Branch.</td>
</tr>
<tr>
<td><strong>Code of Professional Conduct</strong></td>
<td>The rules as set out in Schedule 2 to these Regulations as amended replaced or supplemented from time to time.</td>
</tr>
<tr>
<td><strong>Council</strong></td>
<td>The consultative body of STEP established under the Standing Orders which shall be elected by the Regions from time to time.</td>
</tr>
<tr>
<td><strong>Director</strong></td>
<td>A director of STEP and “Directors” shall be interpreted accordingly.</td>
</tr>
<tr>
<td><strong>Disciplinary Rules</strong></td>
<td>The rules as set out in Schedule 3 to these Regulations as amended, replaced or supplemented from time to time.</td>
</tr>
<tr>
<td><strong>Intellectual Property Rules</strong></td>
<td>The rules as set out at Schedule 4 to these Regulations as amended, replaced or supplemented from time to time.</td>
</tr>
<tr>
<td><strong>Material Asset</strong></td>
<td>Any one physical asset with a value of £5,000 or over.</td>
</tr>
<tr>
<td><strong>Material Contract</strong></td>
<td>Any legally binding agreement (including any contract in respect of STEP conferences) which is either outside the Branch’s normal course of business or which is in consideration of at least £10,000.</td>
</tr>
<tr>
<td><strong>Member</strong></td>
<td>Any Full, Technician, Affiliate, Student, Honorary or Judicial member of STEP.</td>
</tr>
<tr>
<td><strong>Office of STEP</strong></td>
<td>The registered office of STEP presently at Artillery House (South), 11-19 Artillery Row, London SW1P 1RT, United Kingdom, but which may be changed from time to time.</td>
</tr>
<tr>
<td><strong>Region</strong></td>
<td>A group of Branches which come together for the purpose of the furtherance of the objects of STEP and are recognised as such by the Board.</td>
</tr>
</tbody>
</table>
Technical Branch Meetings

Events arranged by the Branch Committee in pursuance of Regulation 4.2.

The headings of these Regulations are inserted for convenience of reference only and shall not affect the construction or interpretation of these Regulations.

2. Functions of Branches

To enable Members to put into practice at a local level the objects of STEP including:

2.1. To provide a forum for individuals from the legal, accountancy, corporate, trust and related professions whose occupation includes a significant involvement at specialist level with any of the planning, creation, management of and accounting for, trusts and estates, executorship administration and related taxes.

2.2. To discuss aspects of tax, accounting, administration, statute and case law which are of general concern.

2.3. To advance knowledge and learning in respect of trusts, estates and allied subjects; and encourage and promote the study of trust and estate practice and to educate members of the public including practitioners.

2.4. To organise and hold fully insured conferences, meetings and assemblies to provide a forum for the discussion and dissemination of relevant information and data to promote a better understanding of the practical aspects of the foregoing.

2.5. To provide a localised forum for Members to engage with special interest group (SIG) activity, to include the organisation of local SIG seminars and conferences.

2.6. To undertake research and make suggestions and representations of a technical (strictly non-political) nature to governmental and other persuasive bodies to promote a better understanding of the foregoing and to improve the law relating to and practice of trusts and estates.

3. Branch Committee

3.1. At the first meeting of a Branch after its formation and at each Branch AGM thereafter there shall be elected from the Full, Technician and Affiliate Branch Members a Branch Committee. As a minimum the Branch Committee shall comprise a Chairman (who shall always be a Full
Member), a Deputy Chairman, a Secretary and a Treasurer, and such other officers and members as the Full, Technician and Affiliate Branch Members or the Branch Committee shall from time to time determine. The Branch Committee Members shall remain in office until the election of a new Branch Committee at the next following Branch AGM, when they may be re-elected – save that without the express permission of the Board of Directors no Chairman may serve for more than three consecutive years and no other officer may serve for more than six consecutive years in any one post.

3.2. The Branch Committee may from time to time co-opt such Members on to the Branch Committee as they think fit either to fill a vacancy or as additional members and such co-opted person or persons shall hold office until the next following AGM.

3.3. The Branch Committee may delegate any function to any sub-committee which shall report to the Branch Committee, shall be chaired by a Branch Committee Member and may include Members who are not Branch Committee Members.

3.4. The quorum for all meetings of the Branch Committee shall be the lesser of a majority of the Branch Committee and five. Questions arising shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.

3.5. A person shall cease to be a Branch Committee Member if he resigns or ceases to be a Member or a Branch Member.

3.6. Meetings may be held by any electronic means, including telephone or video conferencing, which permit all those present to communicate with each other simultaneously.

4. Functions of Branch Committees

4.1. To manage the Branch with a view to carrying out the objects of STEP and the Branch Committee shall have all powers they may require to do so (subject to any restrictions in these Regulations) including the power to acquire and/or dispose of property, to employ and/or dismiss staff, to borrow monies and to establish a company to incorporate the Branch.

4.2. To hold Committee meetings at such times and frequency as may be agreed but always provided that there shall be a minimum of four such meetings per annum one of which shall be held prior to 15 June annually in order to approve the financial statements for the year end.
4.3. To arrange regular events to facilitate Members’ continuing professional development in furtherance of the objects of STEP to which all Branch Members shall be invited. The Board may apply conditions to the organisation of events.

4.4. To support Members’ specialised interests as required in the form of Satellite SIG operations. This includes the organisation of local SIG events and upholding reporting arrangements for Satellite SIG activity as determined in the Satellite SIG Terms of Reference.

4.5. To expand the membership of STEP by inviting suitable candidates to apply.

4.6. In jurisdictions where admission is not by examination, to vet carefully applicants to ensure that they come within the criteria for membership of STEP as the Board shall determine and to make recommendations to the Board for the admission of new members who so qualify.

4.7. To regulate its own budget and be self-financing as soon as possible after recognition of the Branch by STEP.

4.8. To ensure that no liability of the Branch falls to be paid by STEP without the express prior approval of the Board and not to commit the Branch or STEP to any expenditure which, in the absence of related budget income, may cause the Branch to become insolvent or otherwise unable to meet any of its liabilities as they fall due.

4.9. To comply with any regulations set by the Board.

4.10. To use its reasonable endeavours to ensure that these Regulations, the Memorandum and Articles, the Code of Professional Conduct and all other rules and regulations issued by the Board from time to time are adhered to by Branch Members.

4.11. To advise the Board of any matters which the Branch Committee thinks should be brought to its attention, for example significant changes to local regulations which might affect members, and to respond to any questions raised by the Board or their agent or delegate.

4.12. To agree to the oversight and management of its activities by the Board where the Board reasonably considers that those activities may produce a risk to either the reputation or the assets of STEP.
5. Subscriptions

5.1. The Branch Committee shall, upon request, assist the Board to ensure that the Members’ annual subscription due to STEP shall be paid within three months of falling due.

5.2. The Branch Committee may levy from Branch Members such additional charge or charges, which it may apply for the furtherance of the objects of STEP, as the Branch Committee may from time to time consider appropriate, subject to any regulation thereof by the Board.

6. Bank Accounts

A Branch Committee shall maintain its own separate bank account or accounts, subject to the following conditions:-

6.1. All bank mandates shall have at least two Full Branch Members as the Branch Committee shall nominate as signatories. Such mandates shall require at least two signatories to operate any accounts. No bank accounts may be opened without notifying STEP within 14 days. This Regulation is subject to any other regulations and dispensations issued by the Board from time to time. Copies of bank statements and other banking documents shall be sent to STEP within seven working days of being requested.

6.2. Unless otherwise allowed by the Board only one employee / partner / officer / director of any particular firm, company or organisation (excepting STEP and the Branch) may be a signatory to any bank account of a Branch at any one time.

7. Restrictions on a Branch

A Branch shall not without the prior consent of the Board:

7.1. borrow any money or incur any monetary obligation so that at any time this borrowing exceeds £3,000 (three thousand pounds in British sterling) or the equivalent in the local currency of the Branch;

7.2. enter into any Material Contract;

7.3. enter into any other contract or arrangement outside its ordinary course of business;

7.4. enter into any service agreement with, or vary the terms of service or
remuneration of any employee of the Branch or appoint or dismiss any employee;
7.5. acquire or dispose of any property of the Branch (or material part thereof) or any other Material Assets

7.6. enter into any lease, agreement, licence or arrangement of real property for a period of longer than 12 months; and/or issue or threaten to issue Court proceedings against a Branch or the Society.

8. Use of Income and Property

8.1. The income and property of the Branch, howsoever derived, shall be applied solely towards the objects of STEP as set forth in the Memorandum and Articles and no Member may receive any salary, profit or emoluments from the funds or activities of the Branch, except for professional services rendered at the request of the Branch Committee.

9. General Meetings

9.1. Subject to any derogations granted by Council the Branch shall hold an Annual General Meeting (“Branch AGM”) before 30 June in every calendar year at such time and place reasonably accessible to Branch Members as may be determined by the Branch Committee for the purpose of approving the accounts of the Branch for the period ending on 31 March prior to the Branch AGM, electing the Branch Committee for the ensuing year, voting on any resolutions which shall have been notified to the Branch Committee at least 14 days before the meeting and such other business as the Branch Committee shall decide.

9.2. At least 21 days before any Branch AGM a notice of such meeting and of the business to be transacted shall be given to the Branch Members and STEP.

9.3. The Branch Committee may at any time for any special purpose call a Special General Meeting and shall do so immediately upon the requisition in writing of any 20 Full, Technician or Affiliate Branch Members or 20% of the total of Branch Members entitled to vote, whichever is the lesser, stating the purpose for which the meeting is required.

9.4. At least 14 days before any Special General Meeting, a notice of such meeting and of the business to be transacted shall be given to the Branch Members and no business other than that of which notice has been given shall be brought forward at such meeting.
9.5. The Treasurer of the Branch shall report to STEP and to the Branch Members its financial position at 31 March of each year by 15 June of each year and its financial position at 30 September of each year by 15 November of each year in the form of a Report, a Balance Sheet and an Income and Expenditure Statement and otherwise subject to such requirements as may be specified by the Board. Such Report, Balance Sheet and Income and Expenditure Statement of the Branch shall be sent to the Branch Members at least 14 days before the Branch AGM. Any personal financial benefit obtained from the Branch by any Member shall be disclosed in the Income and Expenditure Statement.

9.6. At General Branch Meetings, the Chairman (failing whom the Deputy Chairman, failing whom the Branch Secretary, failing whom a Full Branch Member selected by the Branch Committee) shall take the chair.

9.7. At the Branch AGM the Chairman shall present a report on the year's activities which shall specify the number of Technical Branch Meetings which have been held and which shall be sent to STEP within 14 days of the Branch AGM.

9.8. At General Branch Meetings questions shall be decided by a majority of votes. Every Full, Technician or Affiliate Branch Member present shall be entitled to one vote upon every motion and in case of an equality of votes the Chairman shall have a second or casting vote.

9.9. The quorum for all General Meetings shall be the lesser of 20% of the Full, Technician or Affiliate Branch Members or 10 Full, Technician or Affiliate Branch Members present in person or by proxy.

9.10. No amendment (other than a motion for adjournment) shall be moved to any resolution proposed at any General Meeting of the Branch without the Chairman's consent at the meeting or unless written notice of the amendment shall have been sent to the Secretary of the Branch not less than 7 days prior to the meeting.

10. Minutes of Meetings

10.1. Formal minutes shall be taken of all General Branch Meetings and of Branch Committee Meetings and any Members entitled to attend such Meetings shall be entitled to request copies of such minutes. Copies shall also be sent to STEP on request.
11. **Cessation of Membership**

11.1. A person shall cease to be a Branch Member if he ceases to be a Member.

12. **Visitors**

12.1. Any STEP Member (in addition to the Branch Members) may attend the Technical Branch Meetings of any Branch with the agreement of the Branch Secretary, which shall not be unreasonably withheld, subject to the payment of any admission fees of the Branch prescribed by the Branch Committee.

12.2. With the agreement of the Branch Secretary, non-Members may observe Technical Branch Meetings and General Branch Meetings subject to the payment of any admission fees prescribed by the Branch Committee.

13. **Admission Rules**

13.1. The Branch must comply with the Admission Rules.

14. **Disciplinary Rules**

14.1. The Branch must comply with the Disciplinary Rules.

15. **Intellectual Property Rules**

15.1. The Branch must comply with the Intellectual Property Rules.

16. **Regional Committee**

16.1. The Branch shall co-operate with the Regional Committee for the Region to which the Branch belongs to promote STEP.

17. **Cessation of a Branch**

17.1. Council may declare that a Branch shall cease to be a Branch of STEP forthwith by giving written notice to the Branch if the Branch is in breach of any these Regulations or any other rules of STEP.

17.2. Council may also at its sole discretion declare that a Branch shall cease to be a Branch of STEP for any reason whatsoever by giving the Branch three months prior written notice.

17.3. Upon such a declaration the Branch shall no longer be a Branch of STEP and shall forthwith immediately cease to hold itself out as such.
17.4. The cessation of a Branch shall be without prejudice to any rights of the Branch or STEP against the other which may have accrued up to the date of such cessation.

18. **Winding Up or Closure**

18.1. In the event of a winding up or closure of the Branch, the assets of the Branch shall be paid or transferred to STEP.

19. **Indemnity**

19.1. The Branch Committee, and Branch Members, shall be entitled (to the extent permitted by law) to be indemnified from the assets of the Branch, against liability and expense properly incurred by them by reason of their actions as Branch Committee Members or Branch Members. If the assets of the Branch are insufficient to meet the liabilities of the Branch a Special General Meeting shall be called to consider the position; any decision decided upon at that meeting shall be officially notified to all Branch Members and to STEP forthwith and a further General Meeting shall be held within fourteen days to ratify or reject this decision. The Branch Committee shall advise the Board immediately by sending notice to STEP if the assets of the Branch are insufficient to meet it liabilities.

20. **Amendments to these Regulations**

20.1. The Board may amend these Regulations from time to time as it thinks fit and shall notify all Branches of any such amendments promptly.

21. **Confidentiality**

21.1. The Branch agrees that, both during the period whilst it remains a Branch and after it ceases to be a Branch, it will not, whether by itself its servants or agents or otherwise (except in the proper course of exercising its rights under these Regulations) use, copy, disclose or communicate to any person, firm, company or organisation any confidential information of STEP.

21.2. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this Regulation and the Branch shall be responsible to STEP in respect of any disclosure or use of such secret or confidential information by a person to whom disclosure is made.

21.3. The obligations of confidentiality in this Regulation shall not extend to any matter which is in or becomes part of the public domain otherwise than
by reason of a breach of the obligations of confidentiality in these Regulations or which it can show was in its written records prior to the date of disclosure of the same by STEP or which it receives from a third party independently entitled to disclose it or which it is required by law or other regulatory authority to disclose.

22. **Partnership and Agency**

22.1. Nothing in these Regulations shall constitute and/or be deemed to constitute a partnership between the Branch and STEP and the Branch shall not act, nor purport to act, as an agent for STEP but solely as an independent contractor.

23. **Waiver**

23.1. The rights and remedies of STEP in respect of these Regulations shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by STEP to another nor by any failure of or delay by STEP in ascertaining or exercising any such rights or remedies. Any release, waiver or compromise or any other arrangement of any kind (a “release”) by STEP shall not affect its rights and remedies as regards any other party nor its rights and remedies against the party in whose favour it is granted or made except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing. The rights and remedies in these Regulations are cumulative and not exclusive of any rights and/or remedies provided by law.

24. **Third Party Rights**

24.1. For the avoidance of doubt nothing in these Regulations shall confer on any third party any benefit or the right to enforce any provision of these Regulations.

25. **Local Requirements**

25.1. These Regulations are subject to any legal and other requirements in the jurisdiction in which a Branch operates. Where such requirements are in conflict with these Regulations the Branch Secretary shall advise the the Board immediately by sending notice to the Office of the Society whereupon the Board may issue revised regulations for the Branch concerned.
26. **Interpretation**

26.1. Words importing the singular include the plural and vice versa.

26.2. These Regulations constitute the entire agreement between STEP and the Branches in relation to their subject matter and supersede all prior agreements understandings or discussions.

26.3. If any provisions of these Regulations is ruled by a court of competent jurisdiction to be invalid for any reason, that invalidity will not affect the rest of the Regulations, which will remain valid and enforceable in all respects.

27. **Law and Jurisdiction**

27.1. Except as otherwise provided in clause 27.2 with respect to procedural matters, these Regulations shall be governed by and construed in accordance with English law.

27.2. 

   (1) If a dispute arises concerning the interpretation or application of these Regulations, the parties to the dispute will endeavour in good faith to settle the dispute by mediation with a professional mediator before seeking any other recourse.

   (2) Failing a mediated resolution, the dispute shall be referred to a single arbitrator, if the parties can agree on one, or, failing such agreement, to three arbitrators, one of whom shall be appointed by each party to the dispute and the third of whom shall be named by the two arbitrators so appointed and shall chair the arbitration, and the decision of a majority of the arbitrators shall be deemed to be the decision of the arbitrators.

   (3) Unless the parties to the dispute agree upon and choose another arbitration regime,

   (a) if the Society as a whole is a party to the dispute, the arbitration shall be subject to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration shall be London and the language of arbitration shall be English;

   (b) if a Branch, and not STEP as a whole, is a party to the dispute and the legal jurisdiction in which the Branch is situated or has its principal office has legislation that could apply to govern the arbitration of the dispute, the arbitration shall be subject to that legislation;
(c) in any other case, the arbitration shall be subject to the legislation or other procedural rules designated by the Board.

(4) Unless the law, if any, applicable to the arbitration requires otherwise, the decision of the arbitrator or arbitrators shall be final and binding on the parties to the dispute and shall not be open to appeal to or review by a court or other tribunal.

28. **Notices**

28.1. A notice may be served on the Branch by sending it to the Secretary of the Branch at his registered address as appearing in the Register of STEP.

28.2. A notice may be served on STEP by sending it to the Company Secretary of STEP at the office of STEP.
SCHEDULE 1

ADMISSION RULES

[To be included]
SCHEDULE 2

CODE OF PROFESSIONAL CONDUCT

INTRODUCTION

The Code of Professional Conduct (the "Code") provides a broad set of principles for the conduct of a Member's professional activity. It is not intended to set forth detailed rules, regulations and prescriptions. As such, the spirit of the Code is paramount in interpreting its application in individual situations.

It is recognized that the essence of the Society is its multidisciplinary nature and diversity. Members carry on their professional activities in the field of trust and estate work in a variety of settings. Additionally, many Members - notably accountants and lawyers - are subject to another professional code of conduct based on another professional qualification. In the event of any conflict between this Code and any other, Members should seek the guidance of the Society's Professional Standards Committee. Given the international and geographically diverse nature of the Society, Members also carry on their professional work in many countries with different legal and regulatory systems, rules, practices and customs. The intent of the Code is to distil a common set of principles of ethical and professional conduct for Members of the Society, in order to ensure that they achieve a high standard of professional practice, and to protect both the interests of the clients to whom services are provided and the interests of the Society.

Members also engage in a variety of different forms of professional relationships which may not include "member-client" within its strict meaning. For example, Members often act as fiduciaries, and have a relationship with beneficiaries, or are employees of institutions, some of which may also act as fiduciaries, where a Member may not have a direct client relationship but where the institution may. For convenience, the term "client" is often used throughout the Code, but it should be interpreted broadly to include, where appropriate, other forms of professional relationship, taking into account the spirit and objectives of the Code. Finally, the term "Member" should be taken to include an Affiliate of the Society.
1. GENERAL LAW AND RULES AND REGULATIONS OF THE SOCIETY

1.1. Observing the Law

A Member shall at all times ensure that his or her actions comply with the laws and regulations of any jurisdiction to which he or she is subject.

1.2. Assisting in a Breach of Law

No Member shall knowingly assist his or her client to breach, nor shall he or she knowingly acquiesce in the breach of, the laws and regulations of any jurisdiction to which the Member is subject, and no Member shall knowingly provide active assistance to his or her client to breach the laws and regulations of any jurisdiction to which the client is subject.

1.3. Rules and Regulations of the Society

A Member shall at all times comply with the rules and regulations of the Society. Failure to do so may subject the Member to disciplinary action.

2. COMPETENCE

2.1. Exercise of Competence

A Member shall at all times perform competent work for his or her client. Competent work requires the knowledge, skill, thoroughness and preparation reasonably necessary to perform the work, as well as performing the work conscientiously and diligently in a timely and cost-effective manner.

2.2. Maintaining and Enhancing Competence

In order to maintain and enhance his or her knowledge and skills, a Member shall carry out appropriate professional development, including complying with the requirements for Continuing Professional Development established by the Society under rule 14, and shall adapt to changing professional requirements, standards, techniques and practices, including technological change.

2.3. Scope of Competence

A Member should not undertake work for a client if he or she is not competent to perform the work, or is not able to become competent to perform the work without undue delay, risk or expense to the client. Where a
Member feels he or she is not competent to handle the work, the Member should either decline to act, or obtain instructions from his or her client to retain or consult with a practitioner or other advisor who is competent to perform the work.

3. **INTEGRITY**

A Member shall act with integrity and conduct himself or herself in a manner which inspires the confidence, respect and trust of his or her clients and the wider community. A Member shall not engage in conduct which brings into question the integrity of the Society or his or her own professional integrity and competence.

4. **OBJECTIVITY**

A Member shall provide objective advice and exercise independent professional judgment. A Member should not permit his or her independence, objectivity or integrity to be compromised.

5. **COURTESY**

A Member shall be courteous and considerate towards the people with whom he or she has dealings in the course of his or her professional work.

6. **CONFIDENTIALITY**

6.1. **Holding Information in Confidence**

A Member owes a duty to hold in strict confidence all information the Member has acquired concerning the business and affairs of the Member’s client in the course of the Member’s professional relationship, and must not disclose such information in any way without the client’s consent, unless required by law or because there is a professional obligation to disclose.

6.2. **Obligation Outlasts Member-Client Relationship**

The duty of confidentiality outlasts the professional relationship and continues indefinitely after a Member has ceased to act for a client.

6.3. **Safeguarding Confidential Information**

A Member shall take all necessary steps to safeguard the confidentiality of client information, in particular where there could be a conflict of interest with another client.
6.4. Confidential Information Not to be Used for Personal Benefit

Confidential information concerning the business and affairs of a client may not be used for purposes outside the scope of the professional services rendered, including for the personal benefit of a Member or a third party, without the client’s prior consent.

7. HONESTY

A Member shall be honest in the performance of his or her professional work and shall not knowingly provide information or make any statement which is false or misleading or engage in false or misleading conduct. A Member shall decline to act and shall withdraw his or her representation if he or she knows, or has reasonable grounds to suspect, that carrying out his or her client’s instructions would involve assisting in an illegal activity.

8. CONFLICTS OF INTEREST

8.1. Definition of Conflict of Interest

A conflict of interest means an interest or duty that a Member has that (i) might adversely affect the Member’s ability to provide independent, objective advice to his or her client or (ii) might adversely affect the Member’s loyalty to his or her client or (iii) might be given precedence by a Member over the interests of his or her client. A conflict of interest can arise between a Member and his or her client, or between two or more clients or potential clients (for example, when a Member is asked to act for both parties to a transaction).

8.2. Avoidance of Conflicts of Interest

A Member shall not act, or continue to act, in a matter where there is or is likely to be a conflict of interest, unless (i) the Member makes full and frank disclosure of the existence of the conflict or potential conflict to his or her client, in order to allow the client to make an informed decision, and (ii) the client consequently agrees in writing to the Member acting or continuing to act.

8.3. Managing Conflicts of Interest

Arrangements for the resolution of a conflict of interest should be confirmed in writing by the Member with his or her client. These will include any agreement in which the client consents to a Member acting or continuing to act where a potential or actual conflict of interest exists. Any such
arrangements should be periodically reviewed in light of changing circumstances.

8.4. Financial Involvement with Clients

If a client intends to enter into a business transaction with a Member, or to give or acquire any financial interest involving the personal benefit of a Member, whether directly or indirectly, including through a related entity, prior to proceeding with such a transaction the Member shall ensure that:

(i) the nature of the Member’s actual or potential conflict of interest is fully disclosed to the client;

(ii) the client is advised to seek independent legal advice; and

(iii) the client’s written consent to the transaction is obtained.

A Member should avoid entering into a debtor-creditor relationship for his or her personal benefit with his or her client unless the client is a commercial enterprise whose business would include such a transaction in the normal course of its activity. For the purpose of this rule, a debtor-creditor relationship shall not be considered to arise in respect of fees and disbursements or other transactions which arise in the normal course of a Member’s provision of services to a client.

9. HANDLING OF CLIENT PROPERTY

9.1. Duty of Care

A Member shall ensure that all rules relating to the preservation and safekeeping of client property are adhered to, and shall exercise care for his or her client’s property as a careful and prudent owner would in dealing with like property.

9.2. Notification of Receipt of Property

A Member shall promptly notify his or her client when the Member receives any money or other property of the client, unless the Member knows that the client is already aware that it has come into the Member’s custody.

9.3. Identification and Segregation of Client Property

The client’s property should be clearly labelled, identified, placed in safekeeping and segregated where appropriate from the Member’s property.
Records should be maintained of all client property so that it may be properly accounted for.

9.4. Delivery of Client Property

Client property shall be delivered to the order of the client upon request, subject to any lien the Member may have under applicable law or to any third-party rights or interests. Where there is any question as to the person entitled to receive the property, the Member shall seek professional advice, or where appropriate, recourse to a court of competent jurisdiction for direction.

10. FEES

10.1. Basis of Charge

Fees for services rendered by a Member shall be fully and appropriately disclosed, fair and reasonable. A fair and reasonable fee should have regard to such factors, among others, as the following:

(i) the time and effort required and spent;
(ii) the complexity and importance of the work;
(iii) customary charges of other practitioners of similar standing in the locality in like matters, or tariffs authorised by local law;
(iv) the result obtained;
(v) the value of the subject matter; and
(vi) any special circumstances, including urgency.

For further clarity, a Member may agree with his or her client to fix his or her fees or to another basis of charge.

10.2. Disclosure and Fee Arrangements

A Member should make efforts to avoid fee disputes. Before undertaking work for a client, or accepting an appointment as a fiduciary for remuneration, a Member should ensure that the client or interested party is aware of the basis on which fees will be charged, how expenses incurred on behalf of a client or interested party will be treated, and any limits or conditions with regard to liability of the Member to the client or interested party. It is often appropriate to set out these matters in writing, including by reference to a retainer or engagement letter or terms of business, and to update same from time to time to reflect current terms of business.
10.3. Fiduciary Relationship

A fiduciary relationship exists between a Member and his or her client whereby the client’s interest is primary. A Member must fully disclose any fee, commission, rebate, compensation, or benefit to be received from a person or entity other than the client at the outset of rendering any service or providing advice. A Member must ensure that where such compensation is received, any advice given is always in the best interests of the client and that the Member’s duty of care and professional competence are not compromised in any way.

11. INDEMNITY INSURANCE

A member must hold appropriate professional indemnity insurance. Members must not undertake work for which they are not appropriately indemnified. Members may wish to advise clients that they hold PII cover in their client care/engagement letters.

12. ADVERTISING

Advertisement or other forms of promotion of professional services by a Member should be accurate and should not mislead, be likely to cause public offence or reflect adversely on the Member, the Society, other Members or fellow professionals, such as by containing disparaging references to, or disparaging comparisons with, their services.

13. RELATIONSHIP WITH THE SOCIETY

13.1. Provision of Information to the Society

A Member must provide such information as is reasonably requested by the Society without unreasonable delay, subject to any applicable legal privilege or duty of confidentiality, and to any legal or professional obligations of the Member to maintain confidentiality. A Member must reply without unreasonable delay to any communication from the Society which requires a response.

13.2. Compliance with the Disciplinary Process and Orders from the Disciplinary Panel

A Member is subject to the Society’s disciplinary processes in respect of a complaint against him or her. A Member must comply with any order from the Disciplinary Panel, including orders in respect of costs and fines. Failure to comply with such an order will in itself be a disciplinary matter.
13.3. Obligation to Notify the Society

A Member must promptly inform the Society if he or she:

(i) is convicted of a criminal offence (other than a minor traffic offence or misdemeanour or similar minor infraction);
(ii) is notified of disciplinary action against him or her by another professional body to which he or she belongs;
(iii) has a bankruptcy order made against him or her;
(iv) enters into a voluntary arrangement with his or her creditors; or
(v) is disqualified as a director, or enters into a disqualification undertaking.

14. CONTINUING PROFESSIONAL DEVELOPMENT (“CPD”)

A Member shall fulfil the requirements of the CPD scheme established by the Society. Please read the STEP CPD Policy for further information.

15. NON-DISCRIMINATION

A Member shall act at all times in a non-discriminatory way, and shall observe the requirements of human rights and non-discrimination legislation to which he or she is subject. Except where differential treatment is permitted by law, a Member shall not discriminate with respect to partnership or employment of other practitioners or other persons or in his or her professional dealings, activities and provision of professional services.

16. CONTINUITY ARRANGEMENTS

A Member shall ensure suitable continuity arrangements are in place for the conduct of his or her practice or business in the event of his or her prolonged incapacity or death.

[Approved by Board 03 April 2017]
SCHEDULE 3

DISCIPLINARY RULES

1. Definitions

In these Rules:

‘Appeal Committee’ The Committee of the Council of the Society from time to time constituted as such under Rule 7.1 to hear an appeal against a decision of the ISC.

‘Articles’ The Articles of Association of the Society for the time being in force and any reference to an Article shall be to the corresponding Article in the Articles.

‘Board’ The Board of Directors for the time being of the Society.

‘Branch’ and ‘Region’ STEP geographical entities as defined in the Articles. for the purposes of the Disciplinary Rules a STEP ‘Chapter’ is included in the definition of a Branch.

‘Chairman’ The Chairman for the time being of the Disciplinary Panel.

‘Complaint’ Either a statement made in accordance with Rule 2.1, or a statement from the Chair of the Professional Standards Committee that a situation regarding a Member’s conduct is unsatisfactory. This could include knowledge that the Member has been declared insolvent or knowledge of any conviction and/or knowledge of the decision of a Court or Tribunal, and/or knowledge of a disciplinary decision of any regulatory professional body in relation to such Member.

‘Council’ The the Council of Management for the time being of the Society.

‘DP’ The Disciplinary Panel of the Society as from time to time appointed by the Council.

‘Hearing’ Any hearing before the Appeal Committee and any adjourned hearing or matter referred to the Appeal Council and any re-hearing.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>‘ISC’</td>
<td>The Investigation Sub-Committee of the Disciplinary Panel from time to time appointed as such under Rule 5.1.</td>
</tr>
<tr>
<td>‘Member’</td>
<td>A member of the Society and includes past members.</td>
</tr>
<tr>
<td>‘Order’ (except in Rule 4)</td>
<td>Any order made by the ISC or following an appeal including any finding, term or condition in consequence of or upon which the order is made.</td>
</tr>
<tr>
<td>‘PSM’</td>
<td>The Professional Standards Manager for the time being of the Society.</td>
</tr>
<tr>
<td>‘Representative’</td>
<td>Any person or persons appointed by a Respondent to represent him or accompanying him at any Hearing.</td>
</tr>
<tr>
<td>‘Respondent’</td>
<td>A Member of the Society against whom a Complaint has been referred to the Chairman.</td>
</tr>
<tr>
<td>‘Rules’</td>
<td>The Rules hereby promulgated as from time to time amended by Council and any reference to a Rule shall be to the corresponding number in these Rules.</td>
</tr>
<tr>
<td>‘Sanction’</td>
<td>Any one or more of the sanctions listed in Rule 6.1.</td>
</tr>
<tr>
<td>‘The Secretary’</td>
<td>The Secretary for the time being of the Society.</td>
</tr>
<tr>
<td>‘The Society’</td>
<td>The Society of Trust and Estate Practitioners Limited.</td>
</tr>
</tbody>
</table>

In these Rules, where the context admits, the masculine shall include the feminine, the singular the plural and vice versa.

2. The Complaint

2.1. A Complaint or other information may be considered under these Rules if it involves any one or more of the following:

(a) a lack of competence;

(b) a conviction of whatever type in the United Kingdom, or an offence elsewhere, or otherwise one which if committed in the United Kingdom would be considered a criminal offence;
(c) an adverse determination by a regulatory body or a professional body to which the Member may also belong;

(d) misconduct;

(e) a bankruptcy order or declaration of insolvency made against the Member;

(f) entering into a voluntary arrangement with creditors;

(g) disqualification as a company director or entering into a disqualification undertaking;

(h) any conduct which is or may be likely to bring the Society into disrepute.

2.2. Any person may make a Complaint. Complaints should be made in writing either by email or by post. Where possible, complainants should complete the STEP Complaints Form. All Complaints should contain the following information:

(a) the full name of the Member;

(b) the Member’s company/firm address and jurisdiction in which he works;

(c) a full summary of the Complaint;

(d) whether a complaint has been made to another body;

(e) whether legal proceedings have been instigated;

(f) the complainant’s full contact details;

(g) a list and/or copies of available evidence supporting the complaint.

2.3. If the Member is a member of a regulatory professional body to which a complaint has been made on the same or similar facts or the substance of any Complaint is the subject of criminal or civil law proceedings, no further action need be taken under these Rules until that complaint or those proceedings have been determined. Upon the determination of such proceedings, the ISC shall be entitled to issue a decision which is based on the same as or similar findings to those made in the course of the other proceedings or complaint without undertaking a full investigation of the documentary evidence.
2.4. Where the Complaint is made by virtue of the Member being declared insolvent by a competent tribunal, the Chairman shall not be required to investigate and may, if he considers it appropriate, recommend that the Respondent be suspended from membership of the Society until the insolvency is discharged and that his name be removed from the register of members for the period of suspension. Any readmission post suspension is subject to the Member meeting the then current requirements of membership of the Society.

3. Notification of a Complaint

3.1. Whenever the Society receives notice of a Complaint concerning a Member (‘the Respondent’) the substance of which, if proven, would establish that there had been a breach of the Code of Professional Conduct, these Rules or of any other regulation or code of practice of the Society and if upon review by the Chairman the case is neither frivolous nor vexatious nor without substance, he shall within 28 days of receiving such notice notify the Respondent in writing of the Complaint against him.

3.2. The notification to the Respondent shall include:

(a) a summary of the Complaint;

(b) a copy of any documents and/or evidence received by the Society;

(c) a request that the Respondent submit a full written response to the Complaint within 28 days of such notification; and

(d) information of the procedure to be followed in the investigation of the Complaint.

3.3. The Respondent should be made aware that his response may be disclosed to the Complainant for comment.

4. Interim Suspension Orders

4.1. The Chairman shall have power at his discretion to suspend the Respondent from membership of the Society for a period not exceeding six months from the date of written notice to that effect being sent to the Respondent if:

(a) he deems it appropriate to do so, taking all the circumstances into account including (but not limited to) the nature of the Complaint; or

(b) the Chairman does not receive a response from the Respondent within
28 days of the issue of the notice specified in Rule 3.1; or

(c) he considers that the Respondent’s response is unsatisfactory.

4.2. The Chairman may review or revoke an order made under Rule 4.1 if new evidence becomes available.

4.3. The Chairman may extend an Order made under Rule 4.1 for a further six months following a review. Subsequent reviews will take place at six monthly intervals until the investigation is concluded.

5. **The Investigation Procedure**

5.1. The Chairman shall as soon as practical after the receipt of a Complaint and any response from the Member, appoint an Investigation Sub-Committee (ISC). The ISC shall consist of at least three people of whom at least two, including the chairman of the ISC, shall be appointed by the Chairman and one by the Chairman of the Branch of which the Respondent is a member unless the Chairman (in his ultimate discretion) believes that such Member or Branch has a conflict of interest in which case all members of the ISC shall be appointed by the Chairman. If the Respondent is not a member of a Branch all of the members of the ISC, including the chairman shall be appointed by the Chairman.

5.2. The ISC shall review all of the information provided to it comprising the Complaint and the Respondent’s response (if provided). The ISC may interview witnesses and obtain statements from them provided that the Respondent is given the opportunity to respond to all such statements. It shall be the duty of all Members of the Society, upon request, to provide such further information (if any) as is in their power to give as the ISC may consider necessary to enable it to investigate the Complaint.

5.3. With the agreement of the Chairman, the ISC may employ the services of such lawyers, accountants, investigation agents and other professional persons, whether or not they are members of the Society, as it considers necessary for the effective investigation of the case.

5.4. Following completion of its investigation, the ISC shall submit a written report to the PSM detailing its findings and recommendations. In determining whether or not a Complaint has been proved, the ISC shall have regard to the Code of Professional Conduct and any other regulation or code of practice, ethical or technical, affecting the Respondent laid down or approved by the Society from time to time.
5.5. The potential findings are as follows:

(a) that the Complaint is not upheld;

(b) that there are valid grounds for the Complaint but that it has been resolved to the satisfaction of all interested parties and a Sanction is not appropriate;

(c) that there are valid grounds for the Complaint but that it has not been resolved to the satisfaction of all interested parties however a, Sanction is not appropriate;

(d) that there are valid grounds for the Complaint and it has been resolved to the satisfaction of all interested parties however a Sanction is appropriate;

(e) that there are valid grounds for the Complaint but it has not been resolved to the satisfaction of all interested parties and/or a Sanction is appropriate.

5.6. Where:

(a) Rule 5.5 (a), (b) or (c) applies, the PSM shall inform the Respondent and all other interested parties whereupon the matter shall be regarded as closed and the ISC shall be dissolved. Any suspension previously imposed on the Respondent shall immediately be revoked.

(b) Rule 5.5 (d) or (e) applies, the PSM shall inform the Respondent and all other interested parties of the findings and the Sanction. The ISC shall administer the appropriate Sanction subject to the Respondent having the right of appeal in accordance with Rule 7.

5.7. Decisions of the ISC shall be made by a majority.

5.8. The ISC may review its decision if new information becomes available within 28 days of the original decision having been made which would have enabled the committee to have reached a different conclusion.

6. Sanctions

6.1. If the ISC is of the opinion that the Complaint has been established, wholly or in part, it shall make a finding to that effect. In that event it may make any one or more of the following orders against the Respondent having regard to its views as to the nature and seriousness of the Complaint and any other
circumstances which the ISC considers relevant:

(a) that the Respondent be reprimanded;

(b) that the Respondent be suspended from membership for a specified period of time decided by the ISC;

(c) that the Respondent be suspended from membership until he undertakes such requirements or conditions of membership as are set by the chairman of the ISC (e.g. Continuing Professional Development);

(d) that the Respondent be excluded from membership, and that his name be removed from the register of members;

(e) that the Respondent be fined a sum not exceeding £10,000 (or the equivalent).

6.2. Any order made under Rule 6.1 may be made upon such terms and conditions (if any) as the ISC may consider appropriate including, in the case of an order for suspension, a recommendation that no application for re-admission shall be entertained for such period as the ISC, shall by its order, stipulate.

6.3. An Order of the ISC shall take effect from the date of the Order. With approval from the Chairman, the PSM shall serve notice of the Order on the Respondent as soon as practicable and, unless appealed against, the Board. In any case where the ISC has either made no Order on the Complaint or has ordered that the name of the Respondent shall not be published the name of the Respondent shall not be included in the notice given to the Board.

7. The Appeal Committee

7.1. The Board shall from time to time appoint an Appeal Committee. The Appeal Committee shall consist of at least one person who is not a member of the Society and not less than two members or former members of the Council or the DP. The Chairman of the Appeal Committee shall be appointed by the Board or its appointed nominee.

7.2. No member or former member of the ISC who has been concerned with the formal Complaint which is the subject of the appeal shall be eligible for appointment to the Appeal Committee.

7.3. The Respondent may, within 28 days of service upon him of the Order of the
ISC, give notice of appeal in accordance with these Rules. In exceptional circumstances the ISC may on the application of the Respondent (with adequate reasons) extend the 28 day period.

7.4. Any appeal shall be in writing addressed to the PSM and shall state in detail the grounds of appeal. The grounds so stated shall not thereafter be amended except with the permission of the Appeal Committee.

7.5. If for any reason any member of the Appeal Committee appointed to hear an appeal (other than the Chairman) is unable to attend the Hearing, or if during the course of the Hearing any member of such Appeal Committee (other than the Chairman) is unable to continue to attend such Hearing, the remaining members of the Appeal Committee may at their discretion proceed or continue with the hearing of the appeal.

7.6. If any of the events in Rule 7.5 apply or if at any time during the course of a Hearing the Chairman of the Appeal Committee is of the opinion that it is for any reason inappropriate for it to complete the Hearing or a determination cannot be reached by a majority of the Appeal Committee, he shall call another Hearing and may direct that the appeal be heard by a new Appeal Committee.

7.7. Whenever an appeal is re-heard pursuant to Rule 7.6, all or any one or more of the members of the original Appeal Committee shall be eligible to re-hear the appeal.

7.8. As soon as practicable after receiving a notice of appeal the PSM shall notify the Respondent in writing of the date, time and place fixed for the Hearing and such notice to be given at least 28 days before such Hearing.

7.9. The Appeal Committee shall give the Respondent the opportunity of being heard before it and shall, if the Respondent so desires, permit the Respondent to be represented before it by a Representative. The Respondent may elect to have the appeal dealt with based on the documents without need of an oral hearing.

7.10. If a party does not attend the Hearing then, provided that the Appeal Committee is satisfied that notice of that Hearing was served on that party, the Appeal Committee may proceed to hear the appeal in that party's absence.

7.11. If the Appeal Committee proceeds with the hearing in the absence of a party, then that party may, by notice in writing served on the PSM within 28 days after service of the Order upon it, apply to the Appeal Committee for the
Hearing to be re-heard. The application shall be considered by the Appeal Committee which conducted the Hearing, which may in its absolute discretion grant or refuse the application. In considering any such application the Appeal Committee shall take into account the reasons advanced by the party for his being absent from the Hearing, and may in its absolute discretion give that party an opportunity of being heard before it. If the Appeal Committee grants the application, the Hearing shall be re-heard by the same Appeal Committee and the provisions of these Rules shall apply to such re-hearing as if it were the original hearing.

7.12. The DP may if it wishes appoint on behalf of the Society its Chairman, the Secretary or any employee or member of the Society to appear in any appeal, or may instruct a solicitor or brief counsel to appear or instruct a suitably qualified employee of the Society.

7.13. The Appeal Committee may instruct a solicitor to act, or to brief Counsel to act, as legal adviser to the Appeal Committee, or as an assessor to sit with the Appeal Committee and assist in its deliberations.

7.14. On any appeal the Appeal Committee shall take into consideration the record of the evidence given before and the documents produced to the ISC on its hearing of the formal Complaint, but may in its absolute discretion re-hear any witness called before the ISC and may (as to which the Appeal Committee shall be the sole judge) receive fresh evidence.

7.15. On any appeal the Appeal Committee may affirm, vary or rescind any order of the ISC made under Rule 6 and may substitute any other order or orders (on such terms and conditions, if any, as it thinks appropriate) which the ISC might have made under Rule 6 on the original formal Complaint (including in the case of an order for suspension from membership a recommendation that no application for re-admission shall be considered for such period as the Appeal Committee in its order shall stipulate) or may, if the Appeal Committee considers it appropriate, order that the Complaint be heard afresh by a different ISC.

7.16. Any order of the Appeal Committee shall take effect as from the date thereof unless the Appeal Committee, in its absolute discretion, directs that it shall take effect from some other date (not being earlier than the date of the Order appealed against). Where the Order appealed against is one made by the ISC to suspend the Respondent from membership and that his name be removed from the register of members and the Appeal Committee rejects such appeal, the name of the Respondent shall on such date be removed from the register of members.
7.17. Notice of any Order of the Appeal Committee shall as soon as practicable be served on the Respondent and given to the Board, save that in any case where the Appeal Committee has either rescinded the Order and not substituted any other order or has ordered that the name of the Respondent shall not be published the name of the Respondent shall not be included in the notice given to the Board.

7.18. On any appeal the Appeal Committee may affirm, vary or rescind any order for costs as may have been made pursuant to Rule 9.1 and may substitute such other order as it shall think fit for the payment of costs.

7.19. The decision of the Appeal Committee shall be final and there shall be no further consideration of the matter unless the Chairman agrees to re-open the investigation following the Respondent or the Complainant producing new evidence which was not available at the time of the original investigation. Unless such a further decision is made, the decision of the Appeal Committee shall remain in effect and the re-opening of the investigation shall not affect the Society’s ability to pursue any Sanctions made.

7.20. An appeal can be made on one or more of the following grounds:

(a) procedural irregularity including significant administrative errors;
(b) evidence of bias or prejudice on the part of the ISC;
(c) a failure of the ISC to take account of all the available factual information or a decision based on misinformation or misunderstanding of the facts.

7.21. No appeal shall be made purely because either party to a Complaint does not accept the decision reached by the ISC.

8. Fines

8.1. A fine ordered by the ISC shall, unless some other later date is determined in the Order of the ISC, be payable within 28 days of the service of such Order on the Respondent, save that if notice of appeal is given such fine shall not be payable until the determination of the appeal and then shall be subject to any Order made by the Appeal Committee.

8.2. Unless otherwise directed a fine ordered by the Appeal Committee or a fine which, having been ordered by the ISC, is affirmed or varied as to the amount thereof by the Appeal Committee, shall be payable within 28 days of
the date of the order of the Appeal Committee.

8.3. A Respondent who does not pay fine(s) ordered by the ISC or the Appeal Committee by the date the fine(s) is/are due shall be suspended from Membership. His membership shall not be reinstated until all outstanding fines have been paid.

9. Costs

9.1. Any Order made under these Rules, may direct that the Respondent pay to the Society all or part of the costs incurred by the Society in dealing with the Complaint made in respect of the Respondent, including, in particular, any legal fees, shorthand writer's fees, accommodation costs or other disbursements incurred by the Society in connection with the final resolution of the Complaint.

9.2. Any such costs shall be paid within 28 days of the service of the Order upon the Respondent save that, subject to Rule 9.4, if notice of appeal is given such costs shall not be payable until the determination of the appeal and should then be subject to any contrary Order made by the Appeal Committee.

9.3. No appeal shall lie solely on the question of costs.

9.4. The Appeal Committee may in its Order affirm, vary or rescind any order for costs as may have been made pursuant to Rules 9.1 and 9.2. It may also, in addition to any order made by it under Rule 6.1, direct that the party making the appeal pay to the Society the costs of the appeal.

9.5. Any costs ordered by the Appeal Committee under Rule 9.4, together with any costs due under Rules 9.1 and 9.2, varied, if such be the case, by the Appeal Committee, shall be paid to the Society within 28 days of the service of the Order of the Appeal Committee upon the party due to make payment of the Costs, unless otherwise arranged with the Society.

9.6. A Respondent who does not pay costs ordered by the ISC or the Appeal Committee by the date the costs are due shall be suspended from membership. His Membership shall not be reinstated until all outstanding costs have been paid.

9.7. All sums due whether as fines or costs shall be a debt due and payable to the Society and shall bear interest calculated at the base rate of the Society's bankers from time to time plus 2 per cent.

10. **Publication of Findings and Orders**

10.1. Whenever the ISC makes an Order under Rule 6.1 it shall, subject to Rule 10.4, cause its Order to be published as soon as practicable in such manner as it thinks fit, provided that if the ISC has ordered that no further action be taken on the Complaint the Order shall not be published unless the Respondent so requests.

10.2. The Appeal Committee shall likewise cause any Order made subsequent to a Hearing by it, to be published as soon as practicable in such manner as it thinks fit, provided that if the Appeal Committee has ordered that no further action be taken on the Complaint or the decision by the ISC be reversed, the Order shall not be published unless the Respondent so requests.

10.3. Unless the ISC or, as the case may be, the Appeal Committee, in its absolute discretion otherwise directs, any such publications shall state the name of the Respondent and the Order or Orders made against the Respondent, but need not include the name of any other person concerned in the Complaint or appeal.

10.4. No publication under Rule 10.1 shall be made until after the expiry of the 28 day appeal period referred to in Rule 7.3. If notice of appeal under that Rule is received by the PSM then, unless the appeal is abandoned, no publication under Rule 10.1 shall take place until publication shall be made under Rule 10.2.

11. **Regional Panels and procedures**

11.1. Subject to the approval of the Board, the DP may establish a regional or jurisdictional disciplinary panel (RJDP) for a Region and delegate to it the power to implement and administer these Disciplinary Rules and processes for Complaints where a Respondent practices in that Region or jurisdiction or when the DP finds it otherwise appropriate to refer a case to a RJDP.

11.2. The RJDP shall, in its Region or jurisdiction, in all instances have the same powers and authority as the DP.

11.3. Where an RJDP does not exist and the DP feels that its creation would be inappropriate, the DP shall have the power to co-opt members with appropriate jurisdictional expertise on a Complaint-by-Complaint basis.
12. **General**

12.1. Service where required under these Rules may be effected by registered or recorded delivery letter addressed to the addressee at his place of business or abode last known by or reported to the Society. Such service shall be deemed to have been effected on the second business day after such letter was posted if it was posted to an address in the United Kingdom, the Isle of Man or the Channel Islands, or on the fifth business day after such letter was posted in all other cases. Service may alternatively be effected by facsimile or electronic mail, in which case service shall be deemed to have been effected on the business day following such transmission subject to there being no rejection of the facsimile or electronic mail by the recipient’s address.

12.2. Unless otherwise directed by the Chairman, the Investigation hearing of each Complaint and appeal shall be conducted in private.

12.3. The ISC and the Appeal Committee shall each have the power to make such regulations (not being inconsistent with the express provisions of these Rules) as may be considered by them necessary for the performance of their respective functions hereunder.

12.4. No person shall at the same time be a member of both the ISC and the Appeal Committee hearing the same Complaint.

12.5. The Board shall have the power to pay the reasonable expenses and such remuneration as it thinks fit of all members of any ISC and Appeal Committee, whether or not they are members of the Society.

12.6. For the avoidance of doubt, provided that the circumstances of a Complaint relate to a point in time when the Respondent was a Member of the Society, then irrespective of any subsequent resignation of membership by the Member, the Chairman, and or the ISC (as appropriate) may:

(a) investigate a Complaint, or continue to investigate and prosecute a Complaint in which the Respondent may make and pursue an Appeal; whereupon

(b) these Rules shall continue to apply to such Complaint, and the Respondent in respect of such Complaint until its determination.
SCHEDULE 4

INTELLECTUAL PROPERTY RULES

1. Definitions

1.1. All terms defined in the Regulations and used in these Intellectual Property Rules ("the Rules") shall have the same meaning for the purposes of these Rules. In addition these Rules shall have the following meanings unless the context otherwise requires:

“Activities” means the Branch’s activities in the Territory carried on in accordance with the Regulations.

“Confidential Information” means the Society’s secret or confidential commercial, financial and technical information, know how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing to the Branch, together with all reproductions in whatsoever form or medium and any part or parts of it.

“Copyright Works” means any materials or documentation provided by the Society to the Branch from time to time.

“Rights” means in relation to the Copyright Works, the non-exclusive right to do and authorise others to do any and all acts restricted by the Copyright Designs and Patents Act 1988 and all other rights of a like nature whether now known or in the future created to which the Society is entitled in each and every part of the Territory.

“Territory” means the jurisdiction in which the Branch carries out its Activities.

“Trade Marks” means the trade marks used by the Society from time to time.

2. Licences

2.1. The Society hereby grants and the Branch hereby accepts upon the terms and conditions set out in these Rules, non-exclusive licences within the
Territory to make use of the Trade Marks and the Copyright Works respectively for the purpose of carrying on the Activities but for no other purpose whatsoever. The Branch shall use the Trade Marks and Copyright Works precisely in the form provided by the Society and at all times in accordance with any instructions given by the Society and these Rules.

3. Assignment

3.1. The rights hereby granted to the Branch are personal and the Branch shall not assign sub-licence transfer or charge its rights and responsibilities under these Rules or any of them, nor appoint any sub-contractor or agent, without the prior written consent of the Society.

3.2. The Society shall be entitled to assign charge or otherwise transfer all or any of its rights arising hereunder (subject to but with the benefit of these Rules).

4. Consideration

4.1. In consideration of the grant of the licences under these Rules the Branch shall at all times comply with all the conditions of, and fulfil all its obligations under, these Rules.

5. The Society's liability

5.1. The Society warrants that it is the owner of the Trade Marks and the Copyright Works.

5.2. The Society gives no representation warranty or undertaking that the use or any other dealing or disposition of or with the Trade Marks and/or the Copyright Works or any part of it is not an infringement of any intellectual or other property or other right not owned and/or controlled by the Society.

6. Infringement

6.1. The Society and the Branch shall forthwith give notice in writing to the other of any misappropriation and/or infringement actual threatened or potential of the Trade Marks and/or Copyright Works by any third party or any claim that the use of the Trade Marks and/or Copyright Works infringes the rights of any third party which comes at any time and from time to time to its attention.

6.2. The Society shall decide in its absolute discretion whether and what steps should be taken to prevent or terminate any such actual threatened or potential misappropriation or infringement including whether proceedings
should be instituted continued or defended. The Branch shall give the Society all reasonable assistance as the Society may request in connection with any action the Society wishes to take in relation thereto. No Court proceedings may be taken by a Branch either on its own behalf or on behalf of the Society without the prior consent of Council.

6.3. The costs and expenses of all acts taken under this Clause, which shall include without prejudice to the generality hereof any costs damages or expenses awarded against the Society and/or the Branch together with the costs of compromising any action shall be borne by the Society. In the event of joint proceedings resulting in damages being awarded then such damages shall be shared by the Society and the Branch in the same proportion as the costs are to be borne.

7. Termination

7.1. Without prejudice to any other rights or remedies available hereunder the Society may terminate all rights and licences granted pursuant to these Rules forthwith by giving notice in writing to the Branch upon the happening of any one or more of the following events, namely:

7.1.1. the Branch shall fail to remedy (where it is capable of remedy) or persists in any material breach of any of its obligations under these Rules after having been required in writing to remedy or desist from such breach within a period of 30 days;

7.1.2. if the Branch suffers an Act of Insolvency; and

7.1.3. if the Branch ceases to be a Branch.

7.2. The Society may terminate all rights and the licences granted pursuant to these Rules at any time by giving the Branch not less than 3 months prior written notice.

8. Consequences of Termination

8.1. Upon termination of the rights and the licences granted pursuant to these Rules for any reason whatsoever:

8.1.1. The licences granted hereunder shall cease.

8.1.2. The provisions of these Rules which are expressly or by implication to continue in force notwithstanding termination (including without limitation this clause 8) shall continue in full force and effect.
8.1.3. The Branch shall make no further use of the Trade Marks and/or Copyright Works and in particular the Branch shall not use the Trade Marks as part of any corporate business or trading name or style.

8.2. Termination of the rights and licences granted pursuant to these Rules shall be without prejudice to any rights of either party against the other which may have accrued up to the date of such termination.

8.3. Any goodwill arising from the use of the Trade Marks and/or Copyright Works will accrue for the benefit of the Society. For the avoidance of doubt, upon termination of rights and licences under these Rules and/or at any time forthwith on request from the Society the Branch shall forthwith assign to the Society any goodwill accrued to the Branch arising from the use of the Trade Marks and/or Copyright Works and shall at the Society’s request execute all such deeds and documents and do all such acts as may be necessary to vest such goodwill in the Society.
Schedule 5

List of Branches and Chapters (as at 1 August 2016)

STEP Anguilla
STEP Arabia
STEP Atlantic Provinces
STEP Austria
STEP Bahamas
STEP Barbados
STEP Basel
STEP Beds Bucks and Herts
STEP Belize
STEP Benelux
STEP Bermuda
STEP Birmingham
STEP Boston
STEP Bournemouth
STEP Brazil
STEP Bristol
STEP British Virgin Islands
STEP Calgary
STEP Cambridge
STEP Cape Town
STEP Cayman Islands
STEP Central Southern
STEP Cheshire
STEP Chicago
STEP City of London
STEP Colombia
STEP Curacao
STEP Cyprus
STEP East Midlands
STEP Edmonton
STEP Essex
STEP France
STEP Geneva
STEP Germany
STEP Gibraltar
STEP Gloucestershire and Wiltshire
STEP Guernsey
STEP Haifa Centre
STEP Hong Kong
STEP Hungary
STEP India
STEP Ireland
STEP Isle of Man
STEP Italy
STEP Jersey
STEP Jerusalem Centre
STEP Johannesburg
STEP Kent
STEP Lakes and Lancaster
STEP Lausanne
STEP Liverpool
STEP London and Southwestern Ontario
STEP London Central
STEP Long Island
STEP Los Angeles
STEP Lucerne/Zug Centre
STEP Lugano Centre
STEP Malaysia
STEP Malta
STEP Manchester
STEP Mauritius
STEP Mexico
STEP Miami
STEP Mid Atlantic
STEP Monaco
STEP Montreal
STEP Nevis
STEP New South Wales
STEP New York
STEP New Zealand
STEP North East and Cumbria
STEP Northern Ireland
STEP Norwich and Norfolk
STEP Okanagan
STEP Orange County
STEP Ottawa
STEP Panama
STEP Queensland
The Branch Regulations were adopted on 4 April 2017.