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THE INSTITUTE OF CONSERVATORS-RESTORERS IN IRELAND

BYE-LAWS

(Adopted by Special Resolution on the 6th April 2013)

Index to Bye-Laws

Chapter 1:	Definitions
Chapter 2:	Membership
Chapter 3:	Code of Conduct
Chapter 4:	Accreditation fees, subscription fees and levies.
Chapter 5:	Data Protection
Appendix 1:	Accreditation Appeals Procedure
Appendix 2:	Code of Conduct
Appendix 3:	Complaints Procedure

CHAPTER 1: DEFINITIONS

1.1 The definitions in Article 1 of the Articles of Association of the Institute with the following additions shall apply to these Bye-Laws;

“Accreditation Assessors” means the three accredited conservator-restorers who assess the candidate for accreditation’s work in practice and produce a report for the Accreditation Committee;

“Accreditation Committee” means the committee nominated by the Board who assesses those applicants for membership as Accredited Conservator-Restorers;

“Accreditation Process” means the process by which a conservator-restorer is assessed against an agreed criteria for professional accreditation by peer review which includes an external assessor;

“Appeals Procedure” means the process by which an applicant can appeal a decision of the Board in relationship to membership of the Institute.

“Regulations” means regulations made by the Board pursuant to Article 75 of the Articles of Association and including any alterations, amendments or additions thereto;

“CPD Record” means a record of all continuing professional development undertaken by a member of the Institute.

“The Code of Conduct” means the Rules of Conduct of the Institute as set out at Appendix 2.

Words importing only the masculine gender shall include the feminine; words importing the singular shall include the plural.

CHAPTER 2: MEMBERSHIP

(1) Membership of the Institute shall be divided into the 5 following classes:-

- (i) Conservator-Restorer
- (ii) Accredited Conservator-Restorer
- (iii) Student
- (iv) Associate
- (v) Institutional

(i) Conservator-Restorer

This category of membership is open to individuals with either a qualification or training in conservation-restoration who have a direct professional involvement as practising conservator-restorers of cultural heritage.

Requirements

Every applicant applying for membership of the Institute as a Conservator-Restorer shall have achieved a qualification from a recognised conservation-restoration training institution or applicants without a formal qualification in the field of Conservation-Restoration must be able to provide documentation to show evidence of training and practice in the field of Conservation-Restoration for a minimum of five years.

(ii) Accredited Conservator-Restorer

This category of membership is open to individuals who have undergone the professional accreditation process as carried out by the Accreditation Committee which confirms that applicants meet the highest professional standards and have met all of the requirements of the Accreditation Process.

Requirements

Every applicant applying for membership of the Institute as an Accredited Conservator-Restorer shall have achieved a qualification from a recognised conservation-restoration training institution in addition to documentary evidence of post-qualification professional development as a conservator-restorer for a minimum of five years or applicants without a formal qualification in the field of Conservation-Restoration should be able to provide documentation to show evidence of training and practice in the field of Conservation-Restoration for a minimum of ten years in addition to continued professional development as conservator-restorer.

(iii) Student

This category of membership is open to individuals who are currently training in conservation-restoration in a full-time or part-time capacity or undertaking an internship or student placement. Individuals are eligible to apply under this category for a period of two years post-qualification, after which time application must be made for Conservator-Restorer membership.

Requirements

Every applicant applying for membership of the Institute as a Student should supply proof ID of attendance or a dated letter of qualification from a recognised conservation-restoration training institution; or written reference from the supervising conservator-restorer.

(iv) Associate

This category of membership is open to individuals with a general or specific interest in conservation-restoration but who may not have trained or be working as a practising conservator-restorer. This membership category is also open to members who may have retired from the profession.

Requirements

Every applicant applying for membership of the Institute as an Associate should provide a statement of interest in the field of conservation-restoration.

(v) Institutional

This category of membership is open to all institutions with a general or specific interest in conservation-restoration, such as museums, heritage centres and archives. The institution is entitled to send one representative to all general meetings and must delegate a member of staff who will be their representative.

Requirements

Every applicant applying for membership of the Institute as an Institutional member should provide a statement of interest in the field of conservation-restoration.

- (2) A person shall be eligible for election as a member of the Institute on the basis of criteria which the Board shall deem appropriate for each category of membership of the Institute.
- (3) Every application to become a member of the Institute shall be made in writing by the person wishing to become a member of the Institute to the Secretary, and on an application form, provided by the Board, appropriate to the category of membership of the Institute for which the candidate is eligible to apply. All applicants are required to confirm that they have read the Institute's Code of Conduct at time of application.

- (4) Admission to membership of the Institute, other than in relation to admission as an Accredited Conservator-Restorer, shall be determined by a simple majority of those present and voting at any Board meeting at which an application is considered.
- (5) On application for Accredited Conservator-Restorer membership, the applicant shall pay a non-refundable fee. The applicant will undergo the Accreditation Process whereby they will be assessed by three Accreditation Assessors (one of which is external to the Institute) by site visit to their place of work, inspection of and consultation about their work, training, health and safety, record keeping and other such topics related directly to their work as may be raised by the Board. Any amendments to the Accreditation Process proposed by the Accreditation Committee requires the approval of the majority of the Accredited Conservator-Restorer members in good standing.
- (6) Having received an application for accreditation, the Institute will not warrant, indemnify or make any representation regarding the applicant for accreditation. Whilst the applicant has furnished certain information and a portfolio to the Institute, the Institute can in no way be held responsible for the errors or omissions, damages or breaches of contract caused by any conservator-restorer regarding a third party which occur either before or after granting of the accreditation to the conservator-restorer by the Institute.
- (7) On completion of the accreditation assessment of an applicant for admission to the Institute as an Accredited Conservator-Restorer the results will be presented at the next Board meeting for consideration. Admission to membership of the Institute as an Accredited Conservator-Restorer, shall be determined by a simple majority of those present and voting at any Board meeting at which an application is considered.
- (8) The Board may in its absolute discretion decline to admit a person to any category of membership of the Institute.
- (9) However this decision may be appealed according to the **Accreditation Appeals Procedure** as set out in **Appendix 1**.
- (10) If a candidate fails to be successful in the Accreditation Process, he may re-apply after a period of 1 year.
- (11) Should the applicant re-apply for accreditation, a new application fee must be paid. Fees will be as determined by the Board.
- (12) For the avoidance of doubt, completion of a recognised course, diploma or degree does not give the applicant any automatic right to membership of the Institute and admission as a member of the Institute shall at all times be at the absolute discretion of the Board.
- (13) Each applicant for membership as a Conservator-Restorer or Accredited Conservator-Restorer of the Institute shall be sent a letter of admission which shall state the annual subscription fee payable and a copy of the **Code of Conduct**.
- (14) Each successful candidate for membership as a Conservator-Restorer or Accredited Conservator-Restorer shall return to the Secretary of the Institute the letter of admission within 21 days of the date of the letter together with a written undertaking to abide at all times with the Memorandum of Association and Articles of Association of the Institute, the Bye-Laws, the Code of Conduct and enclosing the annual subscription fee.

Termination of Membership

- (15) Any member of the Institute may at any time resign his or her membership of the Institute by giving three months' notice in writing to the Secretary of the Institute. A member resigning or removed during any year before payment of the annual subscription shall remain liable to pay the subscription for that year and shall not be entitled to any refund of monies on his resignation or deemed cessation as a member of the Institute. A member of the Institute shall be deemed to have resigned from the Institute on death or if deemed to be in breach of the objects of the Institute by a majority of Directors.
- (16) If any member of the Institute fails:
- 16.1 to pay any monies due from him to the Institute whether in respect of his subscriptions, a levy or otherwise, within six calendar months from the date upon which they became due; or
 - 16.2 to deliver to the Institute any certificate, CPD Record or other document required by any of these Bye-Laws or of the Regulations within three months from the date upon which it became due for delivery:

he shall automatically lose the right to attend or vote at General Meetings of the Institute and the Board shall have the power to erase his name from the Register, declare that he be no longer a member of the Institute and/or the Board. If the Board shall exercise such power it shall forthwith notify the person concerned of such decision.

Transmission of Membership

- (17) The rights of a member of the Institute are personal and not transferable and cease upon death.

Reinstatement

- (18) The Board shall have power at any time to reinstate as a member of the Institute (either unconditionally or upon such terms as to payment of arrears of subscription or sums in lieu of subscription during the period of expulsion or otherwise as to it may seem expedient) any person whose name has been removed from the Register.

Voting of Members of the Institute

- (19) The following categories of members of the Institute only shall be entitled to vote at any general meetings of the Institute:-
- (i) Conservator-Restorer; and
 - (ii) Accredited Conservator-Restorer

For the avoidance of doubt Student, Associate and Institutional members of the Institute may attend, but are not entitled to vote at any general meetings (including but not limited to annual general meetings) of the Institute.

- (20) The authorised titles and correct use of distinguishing letters signifying membership of the Institute are as follows:

Conservator-Restorer = Member of ICRI or ICRI

Accredited Conservator-Restorer = Accredited member of ICRI or AICRI

All other categories of membership of the Institute are not entitled to use the distinguishing letters as set out above after their names.

- (21) Every Conservator-Restorer and Accredited Conservator-Restorer shall, for so long as he remains a member of the Institute, undergo in each year continuing professional development. Accredited Conservator-Restorers shall in any three year period be required to provide a CPD Record to the Institute documenting such evidence that he has done so as the Regulations or Rules shall provide in order to maintain his professional accreditation.

CHAPTER 3: CODE OF CONDUCT

- (1) The Code of Conduct of the Institute are as set out in **Appendix 2** and shall be binding on Conservator-Restorer and Accredited Conservator-Restorer members in the Institute.
- (2) The Procedure for dealing with any complaints to be made against a Conservator-Restorer or Accredited Conservator-Restorer is as set out in **Appendix 3** and shall be binding on such members of the Institute.
- (3) The said **Appendix 1, 2 & 3** shall form an integral part of these Bye-Laws.

CHAPTER 4: ACCREDITATION FEES, SUBSCRIPTION FEES AND LEVIES

- (1) The amount of accreditation fees and subscription fees in relation to membership of the Institute shall be those currently payable at the date these Bye-Laws come into force. Thereafter they shall be such as may from time to time be determined by the Board.
- (2) All members for so long as they remain members of the Institute shall pay an annual subscription fee as determined by the Board.
- (3) The annual subscription fee shall be due and payable on such date or dates in every year as the Board shall determine. A member who is in arrears with his subscription or any other fees or levies due to the Institute for six months shall be deemed to have forfeited his or her membership of the Institute and shall be removed from the Register by the Board but may be reinstated, at the discretion of the Board, on payment of the amounts due to the Institute.
- (4) Members of the Institute will remit in a single payment their annual subscription fee and any other dues.
- (5) On payment of his annual subscription a member of the Institute shall be entitled to retain his membership of the Institute for the year to which his subscription related, subject to the provisions of these Bye-Laws.
- (6) Every person admitted as a member of the Institute shall remain liable for the payment of his annual subscription until he has either forfeited his claim to membership or signified to the Secretary in writing of his desire to resign from membership of the Institute, when on payment of all arrears his name shall be removed from the register of members of the Institute.

CHAPTER 5: DATA PROTECTION

- (1) The Institute may collect and record personal data relating to each class of member, including their name, address (home and business), telephone and fax number(s), email address and academic qualifications.
- (2) Personal data may also include sensitive personal data concerning a member arising from carrying out by the Institute of its functions under these Bye-Laws and may include information such as health records or information relating to the commission or alleged commission of a disciplinary offence. Such data will be held in accordance with the principles of the Data Protection Acts 1988 to 2003 as amended from time to time.
- (3) The personal data about a member maintained by the Institute may be used by the Institute for administration, management, marketing and professional development purposes as well as in pursuance of the Institute's self-regulatory functions. Examples, not being an exhaustive list, of the actual or possible uses of such personal data relating to a member include the following:
 - (i) The provision of data required by insurers providing professional indemnity insurance cover and brokers arranging such cover in respect of data provided to the Institute by the members for that specific purpose;
 - (ii) The circulation of the Institute's publications which may include or be accompanied by commercial or marketing material;
 - (iii) Publication of contact details of members in an agreed form;
 - (iv) The inclusion of a member on the Institute's membership list;
 - (v) The inclusion of a member on the Institute's website;

APPENDIX 1

Accreditation Appeal Procedure

When a candidate for accreditation has been refused accreditation the Board will set out in a letter the reasons for refusal of accreditation. The candidate will be provided with access to the report upon which the Board made its decision should he so wish.

Stage 1

A candidate who has been refused accreditation may appeal the decision to refuse accreditation.

Intention to appeal the decision to refuse accreditation must be lodged in writing with the Secretary of the Institute within 60 days of the candidate receiving the decision of the Board to refuse accreditation. An extension to this 60 day time period will be considered at the discretion of the Board if there is delay due to special circumstances.

The Board will appoint a sub-committee (consisting of appointees with no conflict of interest and no involvement with the initial Accreditation Committee) to review the process, which will include discussion with both the Accreditation Committee and the candidate. This sub-committee will prepare a report with a recommendation, which will be submitted to both the Board and a copy of the sub-committee's report will be sent to the candidate.

Stage 2

If the initial appeal is unsuccessful the candidate can appeal further within 60 days of receiving the Stage 1 decision of the Board. An extension to this 60 day time period will be considered at the discretion of the Board if there is delay due to special circumstances.

An administration fee which will be set by the Board will be incurred and payable by the candidate to the Institute in the event of a Stage 2 appeal by a candidate. This will be returned in full to the candidate if the Stage 2 appeal is successful.

The Stage 2 appeal will require the appointment of an independent external conservator-restorer assessor in the particular field of the candidate (the "Independent Expert"). This Independent Expert will review all relevant reports and documentation and will have discussions with the Accreditation Committee, the Stage 1 appeal sub-committee and the candidate. The Independent Expert will then prepare a report with a recommendation, which will be submitted to both the Board and the candidate.

The Stage 2 appeal decision of the Board will be final and binding.

APPENDIX 2

Code of Conduct

1. PREAMBLE

This Code of Conduct is intended by the Institute to encompass conduct in all aspects of the profession of conservator-restorers. This Code of Conduct expresses principles and practices which will guide the conservator-restorer in the ethical practice of this profession and with which members of the Institute are required to comply. Principles of commercial interest and gain should not take precedence over those of the conservation and historic integrity of the artefact.

Conservation of the tangible cultural heritage requires extensive training and specialised aptitudes. It places in the hands of the conservator-restorer material of great cultural, historical or artistic relevance.

The conservator-restorer has obligations to the integrity and survival of tangible cultural heritage and to owners or custodians, the public and to posterity. Such obligations are to be exercised with due regard to any inherent intangible properties.

Neither adherence to this Code of Conduct nor membership of the Institute confers any entitlement to individual members to present opinions in the name of the Institute.

The implementation of this Code of Conduct shall not in any way commit the Institute to any legal responsibilities as between the Institute and any client of a member of the Institute or any third party.

2. OBLIGATIONS TO THE OBJECT

a) Integrity of the Object

Any action of the conservator-restorer must be governed by a respect for the aesthetic, cultural, historical, and physical integrity of the object.

b) Standards

The quality or value of an object should not be the deciding factor in the extent or quality of treatment and every endeavour must be made to adhere to the highest standards. This will exclude the application or recommendation of any procedure which is not appropriate to the object or its condition.

A conservator-restorer should not recommend a proprietary material, procedure or service without personal experience of it and then only with respect to its relevance to the object or its condition.

c) Limitations

The conservator-restorer is responsible for undertaking the investigation and/or treatment of the object only within the limits of his/her competence and facilities.

d) Principle of Reversibility

The conservator-restorer will be guided in his/her choice of treatment by the principle of reversibility. He should avoid the use of materials which may become intractable and/or endanger the integrity of the object. The choice of treatment and the materials used should not interfere with any future examination, treatment or analysis.

e) Preventive Conservation

Measures to stabilise the condition of the object and prevent further deterioration shall be taken as the primary objective and as such shall be given priority over any other reasons for intervention.

f) Restoration

In compensating for the damage which has interfered with the physical or aesthetic integrity of an object, the conservator-restorer will apply the minimum amount of restoration consistent with restoring the physical and aesthetic integrity of the object. It must not modify the character of the original.

While the code does recognise the responsibility of the conservator-restorer to the client, it also requires that any such compensation is fully documented and will not be knowingly carried out with any intention to deceive.

g) Safety of the Object

The conservator-restorer will ensure that all reasonable precautions are taken to protect the object from accidental or malicious damage or misuse. These will include: the following:

- i) Secure premises.
- ii) Safe working practices.
- iii) An environment suitable to the stability of the object.

h) Continuous Professional Development

It is the responsibility of Conservator-Restorer and Accredited Conservator-Restorers members of the Institute to be aware of the current research and development in his/her field of specialisation and to continue the development of skills so that the best treatment and standards may be applied.

In any given three-year period, Accredited Conservator-Restorer members of the Institute under 65 years of age must complete and properly authenticate a record of Continuing Professional Development (CPD).

Failure to make good and properly authenticate CPD shortfall within the time-scale specified by the Board will lead to automatic suspension of membership of the Institute.

Failure to make good and properly authenticate the CPD shortfall within three months of suspension will lead to the termination of membership of the Institute.

The Board shall make Regulations determining how CPD shall be delivered, accredited, recorded and authenticated. It is the responsibility of members to ensure that they are familiar with such Regulations.

3 PROCEDURES FOR EXAMINATION AND REPORTING

a) Examination

The conservator–restorer should understand the historic, cultural and artistic importance of the object and must make a thorough examination to determine its nature and the causes of the deterioration before commencing any treatment. This may involve consultation or liaison with relevant professions but should not extend beyond those methods or procedures necessary to obtain this basic information.

b) Condition Reports should include the following:

- i) The date of examination.
- ii) Name of the examiner.
- iii) Identification of the object by means of images, a written description of the materials, structure and method of fabrication.
- iv) Measurements and identification numbers.
- v) Descriptions of deterioration and previous alterations, to include their locations and extent in terms of physical damage, chemical or biological activity.
- vi) Observations and analyses, together with explanatory notes.

c) Treatment Options

Before any treatment is undertaken a summary or copy of the condition report shall be supplied to the owner or custodian together with a statement to include the following:

- i) The condition it is proposed to correct.
- ii) An outline of the possible treatment(s) including treatment options, and reasons for the recommended course of action.
- iii) An estimate of cost and time to completion.

d) Extent of Treatment

The client should be informed of the limitations and expected outcomes of the proposed treatment options, bearing in mind the historic, physical and aesthetic nature of the object. Where there is a conflict of interest between client and conservator-restorer the work undertaken must not undermine the integrity of the object.

e) Techniques and Materials

The conservator-restorer must select those materials and techniques which are consistent with current technical and scientific research, and which will neither endanger the integrity of the object nor impede future examination or treatment.

f) Conservation Record

On completion of the project, a record of the treatment undertaken should be given to the client/custodian who should be made aware of the purpose of the report, and any limitations as to its use or distribution.

As a basic requirement, the record should contain the following:

- (i) Description and condition of the object before intervention.
- (ii) Details of the treatment(s) applied, materials used and any other relevant observations.
- (iii) Evidence of historic or artistic significance discovered or unavoidably obscured during conservation.
- (iv) Visual and written documentation.
- (v) Recommendations for the storage, display and long term care.

4 RESPONSIBILITIES TO CLIENT

a) Examination

It is implicit in any agreement that the conservator-restorer should first make an adequate examination of the object and report the findings in writing together with recommendations to the client and await instructions in writing before proceeding further.

b) Procedures

The conservator-restorer must honestly advise what is considered to be the appropriate course of intervention in consultation with client, curator and/or the relevant scholarly authority.

c) Fees

In determining the amount of the fee it is proper to consider the following:

- i) Time, labour, and expertise required.
- ii) Costs of materials and insurances.
- iii) Charges for work which must be sub-contracted.
- iv) Costs involved in preparing estimates, tendering, and final report.

d) Insurances

The conservator-restorer will confirm that adequate and relevant insurances including professional indemnity are in place. Insurance must cover fire, theft and accidental or

malicious damage. The same insurance conditions also apply to subcontractors. Such insurances may be modified by mutual agreement to suit particular circumstances.

e) Agreement

The conservator-restorer should only enter into an agreement with individuals, institutions, companies and governmental bodies or agencies to provide conservation services provided that the agreement does not contravene the principles laid out or implied by this code. The client must be informed, and his/her agreement sought, if the work, or any part of it, is to be subcontracted.

f) Changes to Agreement

The nature of the agreement should be such that neither the conservator-restorer nor the client may ethically withdraw except by mutual agreement. Any necessary changes to the agreement on the part of the conservator-restorer should immediately be made known to the client and should be approved in writing before the work continues.

g) Record

A detailed record of any treatment will be made by the conservator-restorer and a report will be made available to the client in an appropriate form.

5 PROFESSIONAL RELATIONSHIPS

a) Use of Specifications and Reports

It is unethical to carry out any work on the sole basis of a specification or report prepared by another conservator-restorer.

b) Professional Comment

It is unethical to volunteer an adverse comment on the professional competence of another conservator-restorer.

If, for a valid reason, an assessment of the work of another conservator-restorer is sought, this may be given on the understanding that the conservator-restorer providing the assessment is fully satisfied as to the validity of the request and has personal knowledge of all relevant facts. If doubt exists that this could be done objectively and fairly, comment must be withheld.

c) References

A conservator-restorer should not recommend or provide a reference for a person applying for a position as a professional conservator-restorer without personal knowledge of the training and experience of the applicant.

d) Referral

The payment of a commission or fee to obtain a referral of a client is unprofessional.

e) Training and Supervision

The conservator-restorer whether private or institutional, should endeavour to support the training and instruction of trainees within the limits of his/her ability and resources.

The conservator-restorer has an obligation to share knowledge and experience within the profession except where this would compromise the confidentiality of clients or of the

materials or procedures against the wishes or without the knowledge of those providing such information.

The conservator-restorer must adequately supervise and regulate the work of any other conservator-restorers, trainees and volunteers for which he has direct professional responsibility.

f) Fee Splitting

Division of a fee is only acceptable where it is based on the division of a service or responsibility.

6 HEALTH AND SAFETY PROCEDURES

The conservator-restorer should be aware of, and comply with, the current legislation regarding occupational health and safety. He will take all reasonable steps to minimise any disturbance or nuisance to the general public or environment.

7 ENFORCEMENT

Violation of this Code of Conduct can lead to revocation of membership of the Institute. After receipt of substantial evidence of disregard for this Code of Conduct and, subsequent to written notice of objection to such conduct from the Board, the Board may take such action as deemed necessary to protect the integrity of the Institute and its members. See **Appendix 3** for Complaint Procedure.

8. COMPLAINTS PROCEDURE

It is recommended that every Conservator-Restorer or Accredited Conservator-Restorer of the Institute shall have in place an internal complaints procedure, which shall be committed to writing. The internal complaints procedure shall advise clients of their right to complain to the Institute or any other named relevant authority should their complaint not be handled to their satisfaction by the relevant Conservator-Restorer or Accredited Conservator-Restorer.

The procedures set out in **Appendix 3** shall be the procedures which shall apply for complaints made against a Conservator-Restorer or Accredited Conservator-Restorer member of the Institute after such complaints have been taken up directly with the relevant Conservator-Restorer or Accredited Conservator-Restorer member of the Institute in the first instance and there has been no satisfactory outcome from this process.

In relation to complaints, Conservator-Restorer or Accredited Conservator-Restorer members of the Institute shall respond within 21 days to all communications from, and co-operate fully with, the Institute, its Officers or servants, in respect of all complaints.

Disclaimer

The Institute can in no way be held responsible for the errors or omissions, damages or breaches of contract caused by any Conservator-Restorer or Accredited Conservator-Restorer member of the Institute regarding a third party which occur.

APPENDIX 3

Procedure for complaints against a Conservator-Restorer or Accredited Conservator-Restorer member of the Institute

A client of a Conservator-Restorer or an Accredited Conservator-Restorer member of the Institute may make a complaint to the Institute in relation to any Conservator-Restorer or Accredited Conservator-Restorer member of the Institute in the event of an alleged breach of the Institute's Code of Conduct by the member in question.

1. A complaint against a member of the Institute must be made in writing to the Institute no complaints will be considered by the Institute unless and until the client (hereinafter referred to as the "Complainant") has taken up the issue directly with the relevant member in the first instance and there has been no satisfactory outcome from this process.
2. In the event of there being no satisfactory outcome from the Complainant's contact with the member, the Complainant should make a complaint in writing addressed to the Secretary of the Institute providing full details of the complaint within a period of 3 months of the issue having been raised with the relevant member and there being no satisfactory outcome therefrom.
3. The Institute will promptly acknowledge the receipt of the complaint in writing to the Complainant and will notify the member in writing of the receipt of the complaint and will seek a written response from the member to the allegations within 30 days.
4. Following receipt of the complaint by the Institute, the matter of the complaint will be listed as an agenda item at the next meeting of the Board at which meeting a sub-committee will be convened to investigate the complaint and submit its findings to the Board. No person shall be entitled to be a member of this sub-committee if a conflict of interest exists.
5. The sub-committee's findings will be considered by the Board and if the Board is satisfied that the complaint is made in good faith and is not frivolous or vexatious, the Board will appoint an independent external specialist (the "Independent Expert") in the relevant field and will provide full details of the complaint to the Independent Expert.
6. The Independent Expert will be instructed to conduct an investigation and make contact with the Complainant and the member separately giving each an opportunity to be heard during the investigation.
7. The Independent Expert will be instructed to write a report and issue a written recommendation on the complaint to the Board for consideration. A copy of the report only will be sent to each of the Complainant and the member.
8. The decision of the Board shall be by a majority of the Board and if the Board, on the Independent Expert's written recommendation, concludes that a relevant member has

been guilty of a breach of the Institutes Code of Conduct, it may, at its discretion and without limitation:-

- (i) Reprimand the relevant member in writing and/or;
 - (ii) Require the relevant member to give a written undertaking to refrain from continuing or repeating the conduct constituting the breach and/or;
 - (iii) Suspend the relevant member's membership of the Institute and/or;
 - (iv) Expel the relevant member from membership of the Institute
9. The Board shall send a written notice of its decision to each of the Complainant and the relevant member.

Appeal by the relevant member of the Institute

The relevant member shall have the right to appeal the decision of the Board.

1. In the event of the relevant member of the Institute exercising this right, the relevant member of the Institute must appeal in writing to the Institute within 28 days of receipt by the relevant member of the Institute of the Board's written notice of its decision.
2. In the event of an appeal by the relevant member of the institute, such member of the Institute will be charged an administration fee by the Institute which will be refunded in full to the relevant member of the Institute if his appeal is successful.
3. On receipt of the relevant member of the Institutes written appeal, the Board will appoint another independent external specialist (the "Second Independent Expert") in the relevant field and send full details of the complaint to the Second Independent Expert.
4. The Second Independent Expert will be instructed to conduct a second investigation and make contact with the Complainant and the relevant member of the Institute separately as required giving each an opportunity to be heard during the second investigation.
5. The Second Independent Expert will be instructed to write a report and issue a written recommendation on the complaint to the Board for consideration. A copy of the report only will be sent to each of the Complainant and the relevant member of the Institute.
6. The appeal decision of the Board shall be by a majority of the Board and shall be final. The Board shall consider the findings of the Second Independent Expert and may (as it thinks fit at its discretion and without limitation):-
 - (i) Uphold its initial decision; or
 - (ii) Decide that the relevant member of the Institute has not been guilty of a breach of the Institute's Code of Conduct and rescind its initial decision; or
 - (iii) Decide to vary its initial decision.