

Institute of Professional Willwriters

Constitution



Professional • Ethical • Competent

1.0 Name

The organisation shall be called the Institute of Professional Willwriters. Hereinafter referred to as "the Institute".

2.0 Objects

The objects of the Institute shall be:-

- a.** To promote the profession of Will writing as a service to the general public in a professional, ethical and competent manner.
- b.** To provide professional indemnity insurance and services to Members of the Institute, who are engaged in the provision for a fee of services that are exempt from s22 of the Solicitors Act 1974 or any legislation that replaces it by way of better education, training and Continuing Professional Development.
- c.** To promote the Institute and the services of its Members.

3.0 Membership

- a.** Membership is available to individuals who have submitted an application form satisfactorily completed to the Council;
 - i.** Applicants must be able to provide a satisfactory Standard Criminal Records Bureau disclosure where available dated no longer than 12 months prior to the date of their application or else provide the necessary documentation and fees to enable the Institute to obtain a report on their behalf or provide written evidence to the satisfaction of the Institute that a satisfactory Standard Criminal Records Bureau disclosure has been obtained by another body recognised by the Institute as being of repute and good standing. The Institute may require a further Criminal Records Bureau disclosure or the necessary documentation and fees to enable the Institute to obtain a disclosure (which may be an Enhanced disclosure) on behalf of either an applicant or a Member;
 - ii.** Membership will not be available to any individual who, had they already been a member, would have been deemed to have resigned by a change in his status in Relation to Section 4 (Resignation) of this Constitution.
 - iii.** Election to Membership shall be at the sole discretion of the Council.
 - iv.** A member is obliged to inform the Council immediately of any change in his status that occurs in relation to Section 4 (Resignation) of this Constitution.
- b.** The following levels of Membership are available:
 - i.** Full Membership is available to individuals who have passed the Institute's entrance examination (or have passed an examination agreed by the Council as being of a similar standard to that of the Institute's entrance examination and satisfy the Council that they have written Wills

and in particular by mortgage of or charge upon or by the issue of debentures charged upon all or any part of the property of the Institute.

- c.** The Council shall have no power to pledge the personal liability of any Member of the Institute for the repayment of any sums so borrowed.
- d.** The Trustees shall make such dispositions of the Institute's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto as the Council may deem proper for giving security for such monies and the interest payable thereon.

21.0 Property

- a.** The property of the Institute, other than cash at the bank, shall be vested in not less than three and not more than four Trustees. They shall hold the property upon trust for the Members of the Institute.
- b.** The Trustees shall be the Chairman and up to three other members of the Council.
- c.** The Trustees shall be entitled to an indemnity out of the property of the Institute for all expenses and other liabilities properly incurred by them in the discharge of their duties.

22.0 Dissolution

- a.** A resolution to dissolve the Institute shall be proposed only at a Special General Meeting and shall be carried by a majority of three-quarters of the Members present and entitled to vote.
- b.** The dissolution shall take effect from the date of the resolution and the Members of the Council shall be responsible for the winding-up of the assets and liabilities of the Institute.
- c.** Any property remaining after the discharge of the debts and liabilities of the Institute shall be divided equally among the Full Members of the Institute at the date of dissolution.

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17.0 Alteration of the Constitution

The Constitution may be altered by resolution at an Annual or Special General Meeting provided that the resolution is carried by at least two-thirds of the Members present and entitled to vote.

18. Bye-Laws

The Council shall have the power to make, repeal and amend such bye-laws as they may from time to time consider necessary for the well being of the Institute, which bye-laws, repeals and amendments shall have effect until set aside by the Council or at a General Meeting.

19.0 Finance

a. All money payable to the Institute shall be deposited in a bank account in the name of the Institute. No sum shall be drawn from that account except by cheque or an authority signed by two of the four signatories who shall be the Chairman and three other of their number appointed by the Council from time to time. Any monies not required for immediate use may be invested as the Council in their discretion think fit.

b. The income and property of the Institute shall be applied only in furtherance of the objects of the Institute and no part thereof shall be paid by way of bonus, dividend or profit to any Members of the Institute, save as set out in Rule 20(c).

c. The Council shall have power to authorise the payment of remuneration and expenses to any officer, member or employee of the Institute and to any other person or persons for services rendered to the Institute.

d. The Council shall keep proper accounts of the finances of the Institute.

e. The accounts shall be verified at least once a year by an Accountant or Accountants who shall be appointed by the Annual General Meeting.

f. A verified statement of accounts for the last Financial Year shall be submitted by the Council to the Annual General Meeting.

20.0 Borrowing

a. The Council may borrow money on behalf of the Institute for the purposes of the Institute from time to time at their own discretion for the general upkeep of the Institute or with the sanction of a General Meeting for any other expenditure, additions or improvements.

b. When so borrowing the Council shall have power to raise in any way any sum or sums of money in such manner or on such terms and conditions as they think fit,

of a satisfactory standard on a regular basis within the three years immediately preceding their application for Full Membership). Full Members must meet the requirements of Continuing Professional Development set out by the Council from time to time. Full Members are required to arrange and retain Professional Indemnity Insurance approved by the Council throughout their membership. Any person engaged in giving advice or taking instructions on behalf of a Full Member must be an Associate Member.

ii. Student Membership is available to individuals who have not met the criteria for Full Membership. Student Members shall be entitled to sit the Entrance Examination on one occasion during the membership year, without paying the examination fee. Student members shall not process Wills or take client instructions without Professional Indemnity Insurance approved by the Council. Student Membership can be renewed only once.

iii. Associate Membership is available to individuals who are giving advice to clients and/or taking instructions on behalf of a Full Member and will lapse after 3 months unless the individual has passed the appropriate examination. Associate Members must meet the requirements for Continuing Professional Development set out by the Council from time to time. Associate Members must be under the supervision of a Full Member and be covered by Professional Indemnity Insurance approved by the Council. Associate Members must be contracted to the Full Member under a contract that meets the approval of the Council.

iv. Retired Membership is available to individuals who are no longer providing any service that was declared and covered by Professional Indemnity Insurance immediately prior to their retirement and were Full Members immediately prior to their retirement and retain Professional Indemnity Insurance approved by the Council for business transacted prior to their retirement. Retired Membership will only be available to individuals who have made arrangements for the custody and accessibility of client files and original client documents to the satisfaction of the Council.

c. All Members shall conduct themselves and their business with integrity, objectivity and courtesy and shall not bring the name of the Institute into disrepute or make disparaging statements, expressed or implied about another Member.

4.0 Resignation

a. A Member shall cease to be a Member if he gives written notice to the Council of his resignation.

b. A Member shall be deemed to have resigned if:

- i.** his subscription or other debt to the Institute is more than 3 months in arrears; or
- ii.** he has not paid the premium for Professional Indemnity Insurance arranged by the Institute by the dates set by the Council or he has not

produced when requested, within 28 days of that request, evidence of Professional Indemnity Insurance satisfactory to the Council; or

- iii. he has not provided a Criminal Records Bureau disclosure satisfactory to the Council; or
- iv. he has not completed the required level of Continuing Professional Development; or
- v. by his actions (or lack of them) does, or could, bring the Institute into disrepute; or
- vi. a complaint about his business to the Advertising Standards Authority is upheld and is endorsed by the Council; or
- vii. he fails to provide services at fees in accordance with the Fair Pricing Policy set out by the Council from time to time; or
- viii. he fails to comply with the requirements of the Data Protection Act 1998; or
- ix. he fails to comply with any reasonable request from the Council within any time limit given; or
- x. he has been convicted of any criminal offence involving fraud, dishonesty, deception or violence or other serious arrestable offence (as defined by section 116 of the Police and Criminal Evidence Act 1984) or is registered on the Sex Offenders Register; or
- xi. he is declared bankrupt; or is disqualified from being a Director
- xii. he becomes a person to whom powers and provisions of Part VII of the Mental Health Act 1993, relating to management and administration apply; or
- xiii. he becomes barred from membership of another professional organisation.

5.0 Termination of Membership

The Council shall have the right at their sole discretion to terminate the Membership of a Member provided that the Member shall have the right of appeal as set out in the Code of Conduct and Practice.

6.0 Complaints

- a. Complaints against any member by a member of the public shall be dealt with in accordance with clauses 15, 16 and 17 of the Code of Practice (the 'Code').
- b. Complaints against any member by a fellow member shall be made in writing to the Chairman. Any complaints will be dealt with by the Council who may form a committee to consider evidence provided to them within time constraints stated by them. If a complaint is upheld, disciplinary action shall be as outlined in clause 21.7 of the Code. If any complaint is made against a member who is also a member of the Council, that member shall take no part in such proceedings.
- c. Complaints against the Chairman shall be made in writing to the Vice Chairman who shall follow the procedure outlined in clause 6b.

- e. The Chairman, or a Council member selected by the Council, shall take the chair. Each Member present shall have one vote and resolutions shall be passed by a simple majority. In the event of equality of votes the Chairman shall have a casting or additional vote.
- f. The Chairman, or in his absence a Member of the Council, shall cause minutes to be taken at Annual and Special General Meetings.

15.0 Annual General Meeting

The Annual General Meeting of the Institute shall be held each year not later than the last day of March to transact the following business:

- a. to receive the Chairman's report of the activities of the Institute during the previous year.
- b. to receive and consider the accounts of the Institute for the previous year and the Accountant's report on the accounts and a report as to the financial position of the Institute.
- c. to remove or elect or reappoint the Accountant and authorise the Council to determine their remuneration.
- d. to decide on any resolution which may be duly submitted in accordance with Rule 14(f).
- e. Nominations for election of Members to the Council shall be made in writing by the proposer and seconder with confirmation of the nominees agreement to the Chairman not less than 14 days before the Annual General Meeting. If nominations made before the Meeting are insufficient to make the minimum number of officers allowing for resignations and expirations of terms of office, nominations may be taken from the floor if the proposer, seconder and nominee are all present.
- f. Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Chairman not less than 14 days before the meeting. Every resolution shall be accompanied by details of proposer and seconder at least one of whom shall be present at the Annual General Meeting.

16.0 Special General Meeting

A Special General Meeting may be called at any time by the Council and shall be called within 28 days of receipt by the Chairman or the Vice Chairman of a requisition in writing signed by not less than 25% of Full Members stating the purpose for which the meeting is required and the resolutions proposed.

12.0 Use of Institute Emblems and Nomenclature

- a. Full Members will be entitled to use the letters MIPW after their names on letters written by them and on their business cards and be entitled to display the Institutes' logo along with the term 'Member' on their business stationery.
- b. Qualified Associate Members will be entitled to use the letters AIPW after their names on letters written by them on behalf of and on the business cards of the corporate member but cannot use the Institute's emblems.
- c. Student Members, Unqualified Associate Members and Retired Members will not be entitled to use any letters after their name or use the Institute's emblems on their stationery.
- d. On cessation of membership of any level, for whatever reason, an individual must amend any business stationery and marketing material to reflect their change on membership grade. Confirmation of such action shall be made in writing to the Council within 28 days of the date of the cessation of the particular level of membership.

13.0 Officers and Honorary Members

- a. The officers of the Institute shall be a Chairman and a Vice Chairman who must each be Full Member members of the Council.
- b. Election of officers shall take place annually at the first Council meeting following the Annual General Meeting. Retiring officers shall be eligible for re-election.
- c. All members of the Council shall be eligible to vote in the election of the Chairman and Vice Chairman.
- d. The Council may appoint a President or a Vice-President on an annual basis.

14.0 Procedure at General Meetings

- a. The Chairman shall send to each Full Member written notice of the date of the General Meeting at least 28 days before the meeting.
- b. Not less than 10 days before the meeting the Chairman shall send to each Full Member a written agenda and details of any resolutions received.
- c. Full Members only shall be entitled to attend and vote. Full Members who are not able to attend may appoint a proxy to vote on their behalf provided that a proxy vote paper has been lodged with the Chairman or the Vice Chairman at least 48 hours prior to the start of the meeting. The proxy need not be a Full Member.
- d. The quorum for Annual and Special General Meetings shall be 15% of the members entitled to attend and vote.

7.0 Code of Practice

- a. The Institute is a Code Sponsor of a Code of Practice (the 'Code') as may be altered from time to time.
- b. Members, of all grades, by virtue of their Membership, agree to abide by the Code.
- c. The Council is empowered to enforce the Code and compliance with it.
 - ci Members agree to make themselves available for a compliance visit by a representative appointed by the Council. Any compliance visit shall be during normal working hours and shall take place at the business address of the Member.
 - cii A minimum of 4 weeks notice of a compliance visit shall be given. In the event of the Member being unavailable for such a visit he shall give the Institute 14 days notice and an alternative arrangement will be made for a new visit not less than 4 weeks after the first visit was scheduled.
 - ciii The costs incurred by the Institute in completing such compliance visits shall be borne by the Institute except;
 - 1) when a Compliance visit has been re arranged following a cancellation by the Member giving less than 14 days notice
 - 2) when a Compliance visit has been arranged as a result of a complaint or issue of non compliance under the Code which has been upheldin which case the costs incurred shall be borne by the Member.
- d. The Chairman of the Compliance Board referred to in the Code, shall have no connection with the provision of Willwriting services, shall be elected for a period of 3 years and may stand for re election. The Compliance Board shall be made up of the Chairman and a maximum of two other persons of which at least one shall have no connection with the provision of Willwriting services and each shall be elected for a maximum of 3 years and each may stand for re election. In the event of an unfilled vacancy, the Chairman shall co-opt if necessary. At the end of the first year of the Compliance Board, the member who is not the Chairman or the Full member shall resign and may stand for re election. At the end of the second year of the Compliance Board the Full Member shall resign and may stand for re election.
- e. The Conciliation Service shall be provided by Council Members except when a complaint is made against a Council Member when the Member concerned shall play no part in the provision of the Conciliation Service for that particular matter.

8.0 Employees, agents, sub contractors and franchisees

- a. Full Members shall issue employees with an agreement of employment in accordance with statutory regulations.

b. All agents, sub contractors and franchisees (hereinafter in this clause referred to as 'Agent') operating under the business name of a Full Member shall be provided with a written agreement.

c. The agreement must;

- i. Define the terms of remuneration and how it is calculated, when it will be reviewed and when payments will be made.
- ii. Provide for it to be terminated by either party and state the circumstances and procedures for it to be terminated.
- iii. State the details of any refunds that may be available if the Agent terminates the agreement.
- iv. State the ownership of the servicing rights for any clients secured by the Member and, if different, the ownership of the servicing rights for any clients secured by the Agent.
- v. Detail any restrictions relating to competitive activity, both during the agreement and after its termination.
- vi. State who is responsible for arranging Professional Indemnity Insurance for the activities of the Agent both during the period of the agreement and after its termination.
- vii. State the minimum number of leads that will be provided to the Agent every month.
- viii. State that if the stated minimum number of leads is not provided for a period of not less than two consecutive months in the first 12 months then the Agent shall have the right to cancel the agreement and receive a full refund of any fees paid.
- ix. Provide that any refunds made to an Agent need only be made once the Agent has returned any property and material belonging to the Member to his business address.

d. All payments to Agents shall be made on time.

9.0 Subscriptions

Members shall pay such subscriptions as may from time to time be determined by the Council.

10.0 The Council

The business of the Institute shall be conducted by an elected Council. The Council shall consist of:

- a. a minimum of four and maximum of six persons who are Full Members and
- b. up to two persons who are not members (of any grade) of the Institute
- c. no more than one Full Member from any one corporate body (being a body having corporate membership) shall be elected onto the Council at any one time
- d. Council members shall be elected for a maximum of 3 years and may stand for re-election.

11.0 Conduct of the Council

a. A vacancy in the office of a Council member shall automatically occur :

- i. on receipt by the Council of a member's written resignation; or
- ii. if being a Full Member member, on cessation of his Full Membership; or
- iii. on the expiration of his term of office; or
- iv. he is found guilty of professional misconduct either by the Institute or any other organisation irrespective of whether or not his membership is revoked: or
- v. if he fails to attend more than three consecutive meetings of the Council.

b. The Council members shall be proposed, seconded and elected by a ballot of the Full Members at the Annual General Meeting

- i. Council members shall serve for 3 years.
- ii. Any vacancy, however arising, may be filled by the Council but any person so appointed shall retire at the next Annual General Meeting but shall be eligible for re-election.

c. Council meetings shall be held as and when deemed appropriate by its members and the quorum for meetings shall be four. Council Members shall be given not less than seven days oral or written notice of a meeting. Decisions of the Council shall be made by a simple majority and in the event of no majority the Chairman (or the acting Chairman at that meeting) shall have a casting or additional vote. The Chairman, or in his absence the Vice Chairman, shall cause minutes to be taken.

d. In addition to the Members so elected the Council may co-opt further Full Members of the Institute who shall serve until the next Annual General Meeting. Co-opted Members shall not be entitled to vote at the meetings of the Council.

e. The Council may from time to time appoint from among their number such sub-committees as they may consider necessary and may delegate to them such of the powers and duties of the Council as they may determine. All sub-committees shall periodically report their proceedings to the Council and shall conduct their business in accordance with the directions of the Council.

f. The Council shall be responsible for the management of the Institute and shall have the right of appointing and determining the terms and conditions of service of employees of the Institute. The Council shall have the power to enter into contracts for the purposes of the Institute on behalf of the Institute.

g. The Members of the Council shall be indemnified by the Members of the Institute against all liabilities properly incurred by them in the management of the affairs of the Institute.