

THE COMPANIES ACTS 1985 TO 2006**COMPANY LIMITED BY SHARES****MEMORANDUM OF ASSOCIATION**

-of-

ILEX PROFESSIONAL STANDARDS LIMITED

(As altered by Special Resolution passed on 25 November 2011)

1. The name of the Company is "**ILEX Professional Standards Limited**"
2. The registered office of the Company will be situate in England.
3. The objects of the Company will be:
 - 3.1.1 to carry out on behalf of The Chartered Institute of Legal Executives ("**ILEX**") the functions and responsibilities of ILEX as an approved regulator designated as such by The Legal Services Act 2007 (as amended, modified or re-enacted from time to time); and
 - 3.1.2 to carry out on behalf of ILEX such functions and responsibilities of ILEX as a regulator of its membership generally as ILEX may from time to time delegate to the Company;
- 3.2 to carry on business as a general commercial company (the generality of which object shall not be prejudiced by the terms of object 3.1).
4. Without prejudice to the generality of object 3.2 and the powers of the Company derived from Section 3A of the Companies Act 1985 the Company has power to do all or any of the following things:
 - 4.1 To carry on any other business which, in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property;
 - 4.2 To guarantee or give security for the payment or performance of any contracts, debts, obligations of any person, company or firm, for any purpose whatsoever, and to act as agents for the collection, receipt or payment of money and generally to act as agents for and render services to customers and others and generally to give any guarantee, security or indemnity;

- 4.3 To take on lease, purchase or in exchange, hire or otherwise acquire and hold for any interest or estate any buildings, lands, easements, privileges, rights, concessions, patent rights, patents, secret processes, licences, machinery, plant, stock-in-trade, and any real or personal property of any kind convenient or necessary for the purposes of or in connection with the Company's business or any department or branch thereof;
- 4.4 To apply for, purchase or otherwise acquire and hold any patents, licences, concessions, brevets d'invention, copyrights and the like, conferring any right to use or publish any secret or other information and to use, develop, exercise, or grant licences in respect of the property, rights and information so acquired;
- 4.5 To erect, build, construct, or reconstruct, lay down, alter, enlarge and maintain any factories, buildings, works, shops, stores, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the construction, erection and maintenance of any of the aforesaid;
- 4.6 To subscribe for, take, purchase or otherwise acquire and hold, sell, deal with or dispose of any shares, stocks, debentures, debenture stocks, bonds, obligations and securities, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations and securities guaranteed by any Government or Authority, Municipal, Parochial, Local or otherwise, within and without the United Kingdom and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to enforce and exercise all rights and powers conferred by the ownership thereof;
- 4.7 To promote by way of advertising the products and services of the Company in any manner and to reward customers or potential customers and to promote and take part in any scheme likely to benefit the Company;
- 4.8 To borrow or raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present and future) and the uncalled capital for the time being of the Company or by the creation and issue of debenture stock, debentures or other obligations or securities of any description;
- 4.9 To support, guarantee and/or secure either with or without consideration the payment of any debenture stock, debentures, mortgages, charges, obligations, bonds, interest, securities, dividends, shares or moneys or the performance of engagements or contracts of any other company or person and in particular (but without prejudice to the generality of the foregoing) of any company which is, for the time being, the Company's holding company as defined by Section 736 of the Companies Act 1985 or another subsidiary, as defined by the said section, of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collaterally or further to secure any securities of the Company by a Trust Deed or

- other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company;
- 4.10 To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the stocks, shares or securities of any company of or in which the Company is a member or is otherwise interested;
 - 4.11 To take part in the management, formation, control or supervision of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, experts or agents;
 - 4.12 To employ experts to examine and investigate into the character, prospects, value, condition and circumstances of any undertakings and business concerns and generally of any property, assets or rights;
 - 4.13 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments; to receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others;
 - 4.14 To promote or establish or concur in promoting or establishing any other company whose objects shall include the taking over of or the acquisition of all or any of the assets or liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to hold, acquire, dispose of stocks, shares or securities issued by or any other obligations of any such company;
 - 4.15 To deal with and invest the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve;
 - 4.16 To accept payment for any rights or property sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in partly or fully paid-up shares or stock of any corporation or company, with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or in mortgages or debentures or other securities of any corporation or company or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any stock, shares or securities so acquired;
 - 4.17 To enter into any partnership or amalgamate with or enter into any arrangement for sharing profits, interests, or co-operate or enter into co-operation with any company, person or firm carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as to benefit this Company, whether directly or indirectly and to acquire and hold, deal with, sell or dispose of any stock, shares or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, otherwise assist or subsidise, any such company;

- 4.18 To pay for any right or property acquired by the Company either in cash or partly or fully paid-up shares with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or by any securities which the Company has power to issue, and generally on such terms and conditions as the Company may determine;
- 4.19 To develop, improve, manage, sell, turn to account, let on rent, royalty, exchange, share of profits or otherwise, grant easements, licences and other rights in or over, and in any other manner dispose of or deal with the undertaking and all or any of the assets and property for the time being of the Company for such consideration as the Company may think fit;
- 4.20 To acquire, purchase, take over and undertake part or all of the business, property, assets, liabilities and engagements of any firm, person or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests generally;
- 4.21 To aid in the support and establishment of any educational, scientific, religious or charitable institutions or trade associations or societies, whether such associations, societies or institutions be solely connected with the business carried on by the Company or its predecessors in business or not, and to maintain and institute any club, society or other organisation;
- 4.22 To grant pensions, gratuities, allowances and bonuses to employees or ex-employees, officers or ex-officers of the Company or its predecessors in business or the dependents of such persons and to maintain and establish or concur in maintaining funds, trusts or schemes, (whether contributory or non-contributory) with a view to providing pensions or other funds for any such persons or their dependents as aforesaid;
- 4.23 To distribute in specie any of the shares, debentures or securities of the Company or any proceeds of sale or disposal of any property of the Company between the members of the Company in accordance with the rights, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- 4.24 Subject to and in accordance with due compliance with the provisions of Section 155 to 158 (inclusive) of the Companies Act 1985 (if and so far as such provisions shall be applicable) to give whether directly or indirectly any kind of financial assistance (as defined in Section 152(1)(a) of the said Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the said Act;
- 4.25 To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them;

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of

such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

5. The liability of the members is limited.
6. The Share Capital of the Company is £1 divided into 1 Share of £1, with power to increase or to divide the shares in the capital for the time being into different classes having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe.

I, the person whose name and address is subscribed, wish to be formed into a company, in pursuance of this Memorandum of Association, and I agree to take the number of Shares in the capital of the Company set opposite my name.

**Name, Address and Description
of Subscriber**

**Number of Shares taken
by Subscriber**

One

.....
for and on behalf of
**THE INSTITUTE OF LEGAL
EXECUTIVES**

Dated: 2008

Witness to above signature:

Witness' name:

Witness' occupation:

Witness' address:

THE COMPANIES ACTS 1985 to 2006**COMPANY LIMITED BY SHARES****ARTICLES OF ASSOCIATION****-of-****ILEX PROFESSIONAL STANDARDS LIMITED**

(As altered by Special Resolution passed on 25 November 2011)

1. TABLE A

The Company is a private company and, subject as hereinafter provided and except where the same are varied or excluded by or are inconsistent with these Articles, the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052), the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007 No. 2541) and the Companies (Tables A to F) (Amendment) (No2) Regulations 2007 (SI 2007 No. 2826) so far as it relates to private companies limited by shares (such Table being hereinafter called "**Table A**") shall apply to the Company and shall be deemed to form part of these Articles. References herein to Regulations are to regulations in Table A unless otherwise stated.

2. INTERPRETATION**2.1** In these Articles unless the context otherwise requires:

- “the 1985 Act”** means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;
- “the 2006 Act”** means the Companies Act 2006 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;
- “these Articles”** means these Articles of Association in their present form or as from time to time altered;
- “Director”** means a director of the Company;

“the Board” or “the Directors”	means the board of directors of the Company or a duly authorised committee thereof or the directors present at a meeting of the board of directors of the Company or a duly authorised committee thereof, in each case at which a quorum is present;
“Member”	means a member of the Company;
“paid up”	means paid up or credited as paid up;

- 2.2 References in Table A and in these Articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form.
- 2.3 Save as expressly provided in these Articles, words and expressions which bear particular meanings in Table A shall bear the same respective meanings in these Articles.

3. **SHARE CAPITAL**

- 3.1 Pursuant to Section 91 of the 1985 Act, sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90 of the 1985 Act shall be excluded from applying to the Company.
- 3.2 Unless otherwise determined by the Company by Special Resolution, any shares for the time being unissued shall, before they are issued, be offered to the existing holders of shares in proportion, as nearly as may be practicable, to the number of existing shares held by them respectively. Such offer shall be made by notice in writing to each such holder specifying the number of shares offered to him and the subscription price therefor and inviting him to state in writing within such period as the Board may prescribe (being not less than fourteen days after the date of the notice) whether he wishes to accept any, and if so what number, of shares offered to him and whether he wishes to subscribe for shares in excess of his entitlement and, if so, what maximum number. If within such period, such holders have expressed their willingness to accept all or any of the Shares offered to them, such shares shall be so issued to them accordingly. Any Shares so offered to any such holder and not taken up within such period shall be issued to those holders who have taken up their full entitlement of shares and who have indicated a willingness to subscribe. Any shares not taken up pursuant to such offer as aforesaid and any shares released from the provisions of this Article by any such Special Resolution shall be under the control of the Board who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as it thinks fit provided that in the case of any shares not disposed of pursuant to such offer as aforesaid, such shares shall not be disposed of on terms more favourable to the subscribers therefor than the terms on which they were offered to the Company's existing Members. The foregoing provisions of this paragraph shall have effect subject to Section 80 of the 1985 Act and also the preceding provisions of this Article.

4. **CALLS ON SHARES AND FORFEITURE**

The liability of any Member in default of payment of a call shall, if the Board so directs, also include any costs and expenses suffered or incurred by the Company in respect of such non-payment and the powers conferred on the Board by Regulation 18 and the provisions of Regulation 21 shall be extended accordingly.

5. **TRANSFER AND TRANSMISSION OF SHARES**

5.1 The Directors shall have absolute discretion to refuse to register the transfer of any share.

5.2 No share shall be transferred to any infant, bankrupt or person of unsound mind.

6. **PROCEEDINGS AT GENERAL MEETINGS**

6.1 Regulation 40 shall apply to the Company but with the addition of the words "at the time when the meeting proceeds to business" at the end of the first sentence thereof.

6.2 If within half an hour from the time appointed for a general meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, the meeting shall be dissolved. Regulation 41 shall not apply to the Company.

6.3 A poll may be demanded at any general meeting by the Chairman or by any Member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

6.4 In the case of a corporation, the signature of a director or the secretary thereof and in the case of joint holders of a share the signature of any one of such joint holders shall be sufficient for the purposes of passing resolutions in writing pursuant to sections 288-300 of the 2006 Act.

7. **VOTES OF MEMBERS**

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by a representative, shall have one vote, and on a poll every Member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every share in the capital of the Company of which he is the holder. Regulation 54 shall not apply to the Company.

8. **NUMBER OF DIRECTORS**

The minimum number of Directors is two and, unless otherwise determined by ordinary resolution, the maximum number of Directors shall be seven.

9. APPOINTMENT OF DIRECTORS AND ALTERNATE DIRECTORS

- 9.1 No Director or Council Member of The Chartered Institute of Legal Executives (Company Number: 00235139) ("**ILEX**") may be appointed as a Director of the Company.
- 9.2 No Director may appoint any other Director, or any other person to be an alternate Director and Regulations 65-69 inclusive shall not apply.

10. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a Director shall be vacated:

- 10.1 if he ceases to be a Director by virtue of any provision of the 1985 Act or of these Articles or of any resolution passed pursuant to any such provision;
- 10.2 if he becomes bankrupt or enters into any arrangement or composition with his creditors generally;
- 10.3 if he becomes prohibited by law from being a Director;
- 10.4 if he resigns his office by notice in writing to the Company delivered to the Company at its registered office or tendered at a meeting of the directors;
- 10.5 if he shall have been absent without permission of the directors from meetings of the Directors held during a period of six successive months and the Directors resolve that his office be vacated;
- 10.6 if in the opinion of all the other Directors he either becomes incapable by reason of mental disorder of carrying out his duties as a Director or engages in activities inconsistent with those duties;

and Regulation 81 shall not apply to the Company.

11. DIRECTORS' REMUNERATION AND EXPENSES

- 11.1 The Directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by the Company in general meeting. Unless and until so determined, remuneration shall be at such rate as the Board shall from time to time determine. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties. The end of the first sentence of Regulation 66 shall be modified accordingly and Regulations 82 and 83 shall not apply to the Company.

12. DIRECTORS' INTERESTS

- 12.1 Subject to written consent from the Members, a Director:

- 12.1.1 may not be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 12.1.2 may not be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
 - 12.1.3 may not, or any firm or company of which he is a member or director may not, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
 - 12.1.4 shall, by reason of his office, be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and any such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 12.2 For the purposes of these Articles:
- 12.2.1 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
 - 12.2.2 an interest of a person who is, for any purpose of the 1985 Act (excluding any statutory modification not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director. Regulations 85 and 86 shall not apply to the Company.

13. PROCEEDINGS OF DIRECTORS

- 13.1 The quorum for the transaction of the business of the Directors is two except when there is only one Director. When there is only one Director, he may exercise all the powers conferred on Directors by these Articles. Regulation 89 shall not apply.
- 13.2 A Director may participate in a meeting of the Directors or of a committee of which he is a member by conference telephone or similar communications equipment by means of which all the persons participating in the meeting can hear each other at the same time. Participation in a meeting in this manner is treated as presence in person at the meeting.
- 13.3 The President for the time being of ILEX shall be entitled to receive notice of, attend and address any meeting of the Directors, but shall have no vote.
- 13.4 Regulation 88 is amended:
 - 13.4.1 by replacing “It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.” with:

“A Director who is or is intending to be absent from the United Kingdom may request the secretary to give him notice of meetings at an address provided by him for that purpose. Notices of meetings of the Directors shall be sent to him at that address but, if he does not provide an address, it shall not be necessary to give notice of meetings to him while he is absent from the United Kingdom. The notice calling a meeting of the directors need not be in writing.”; and

13.4.2 by deleting the last sentence.

14. **THE SEAL**

14.1 If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Regulation 6 relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 shall not apply to the Company.

14.2 The Company may exercise the powers conferred by Section 39 of the 1985 Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

15. **INDEMNITY**

15.1 Subject to the provisions of the 1985 Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. Regulation 118 shall not apply to the Company.

15.2 The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the 1985 Act.

**Name, Address and Description
of Subscriber****Number of Shares taken
by Subscriber**

One

.....

for and on behalf of

THE INSTITUTE OF LEGAL EXECUTIVES

Dated: 2008

Witness to above signatures:

Witness' name:

Witness' occupation:

Witness' address:

ILEX PROFESSIONAL STANDARDS LTD
CHAIRMAN AND BOARD MEMBER DETAILS

Alan Kershaw – Chair

Sandra Barton – fitness to practise portfolio

Thelma Brown – registration and accreditation portfolio

Patrick Bligh Cheesman – communication and partnership portfolio

Ian Chivers – business development portfolio

Hilary Daniels – governance and risk portfolio

Andrew Middleton – education and standards portfolio



Protocols setting out the working relationships between The Chartered Institute of Legal Executives and ILEX Professional Standards Ltd

Introduction

1. This document provides a framework to enable The Chartered Institute of Legal Executives (CILEx) and ILEX Professional Standards Ltd (IPS) (jointly 'the Companies') to fulfil their representative and regulatory functions as defined in the Legal Services Act 2007 (the LSA) and in accordance with the Objects of the companies set out in their respective Memoranda of Association.
2. The aim of the Protocols is to facilitate the companies working together to promote and secure high standards of practise by Chartered Legal Executives and other members of CILEx in the public interest and to enhance the recognition and standing of Chartered Legal Executives and other CILEx members.
3. CILEx is the professional association for Chartered Legal Executives and other members of CILEx. It is incorporated by Royal Charter from which its powers and duties derive. CILEx is an authorised body in relation to rights of audience under the Courts and Legal Services Act 1990 and an approved regulator in relation to rights of audience and administration of oaths and qualifying regulator in relation to rights to provide immigration advice or immigration services under the Legal Services Act 2007.
4. The Objects of CILEx which are relevant to these protocols are set out in Annex 1.
5. IPS has been established by CILEx to regulate the professional conduct of CILEx members, including disciplinary matters. Its Objects contained in its Memorandum of Association are set out in Annex 2 to these protocols. IPS is a wholly owned subsidiary company of CILEx.

The Legal Services Act 2007 (LSA)

6. The LSA requires CILEx as an approved regulator to separate its regulatory and representational functions. CILEx through its Articles has delegated the

power to regulate the professional conduct and standards of CILEx members to IPS. The LSA also requires CILEx, and in consequence IPS, to act in a way which is compatible with the regulatory objectives set out in the LSA and to have regard to the principles of good regulation. The regulatory objectives and professional principles contained in the LSA are set out in Annex 3 to these protocols.

7. Under the LSA, as an approved regulator CILEx must ensure: that its regulatory functions are carried out independently, without being prejudiced by its representative functions; that its regulatory body is free to communicate with the Legal Services Board and other legal services stakeholders; and that resources are made available which are reasonably required to enable regulatory functions to be carried out.

The Protocol Principles

8. The Companies will work together to enhance public respect for and confidence in CILEx members and the work they carry out. Together they will ensure continuing compliance with the requirements of the LSA.
9. Relations and communications between the companies will be based upon mutual respect and openness so far as is consistent with their obligations under the LSA, the general law and the public interest.
10. IPS aspires to regulate effectively and efficiently in accordance with the principles of good regulation, which are proportionality, accountability, consistency, transparency and targeting. CILEx will support and assist IPS in becoming an effective and independent regulator.
11. Each of the Companies will contribute to and support the attainment of objectives set out from time to time in the other's strategy and business plans consistent with the requirements of the LSA. IPS will give due consideration to the aspirations of CILEx and its members as expressed through CILEx Council but this will not be at the detriment of IPS setting its own regulatory strategy and business plan.

Finance – *CILEx will make available such resources as are reasonably required and appropriate to enable IPS to carry out its regulatory functions*

12. Each year IPS will prepare a budget for its expenditure in the following year for CILEx to consider in conjunction with its own budget. IPS budget will be based upon the activities and expenditure necessary to carry out its regulatory functions.

13. The Companies will work together to agree a budget which fairly reflects the activities and expenditure which are necessary for IPS to carry out its regulatory functions. Where CILEx cannot agree an IPS budget it will set out its reasons in writing for any variation it proposes. If a revised budget proposed by CILEx is not agreed by IPS, paragraph 31 of these protocols will come into effect
14. CILEx will have regard to a budget agreed with IPS when setting practice, membership and other fees for the following year.
15. IPS will provide information to the CILEx Director of Group Finance to enable proper accounts to be maintained. IPS Board of Directors will receive regular reports on its financial performance. CILEx Council will receive a report on IPS finances at each CILEx Council meeting.

Communications – *Communications between the companies will be based on mutual respect and openness*

16. The Companies will provide information to each other regularly regarding their representational and regulatory work. Each will provide copies of the minutes of their Council or Board meetings to the other. So far as it is practical to do so and is necessary to meet the obligations imposed by the LSA, they will each respond to a reasonable request by the other for information relating to their roles and will do so within 15 working days of a request being received.
17. CILEx will provide support necessary to enable IPS, in carrying out its functions, to communicate with CILEx members, the legal services regulators, consumer groups, legal services employers, relevant parts of the government and civil service and the public. IPS may communicate separately with CILEx members and these stakeholder groups.
18. The Companies will consult with each other whenever either body wishes to review or propose changes to any rules or policies which impact on the leadership, representational or regulatory roles or obligations of the other. Where appropriate they will consult external bodies jointly and will respond jointly to the consultations of external bodies on matters which affect their roles or obligations.
19. Where either of the Companies decides to issue a separate or independent communication on matters likely to affect the other they will inform the other of their intention and reasons for doing so; copy the communication to them; and give a reasonable time for them to comment on the communication.
20. The Companies will share information regarding members including membership records and correspondence where it is necessary to do so to fulfil their respective obligations but only so far as the sharing of information

does not contravene any principle or law safeguarding the rights of members or others in relation to data protection or personal privacy.

21. Subject to paragraph 20, the Companies will treat as confidential information each holds about members or others which is not also held by the other, except where it is in the public interest to disclose the information to the other or, in the case of IPS, it is necessary to do so in order to fulfil its obligations under the LSA, its Memorandum and Articles of Association and these protocols, or to meet its general obligations under the law. The public interest will normally be engaged where the information reveals a serious breach of the law or professional ethics or would assist the investigation of crime or fraud.
22. The CILEx 'Whistle blower' policy applies to the staff of both Companies, CILEx Council members and IPS Board members.

Accountability – *CILEx must ensure its regulatory functions are carried out independently*

23. The Chief Executive of CILEx is accountable to the CILEx Council. CILEx employees whose work relates to the leadership and representative functions of CILEx are accountable to the Chief Executive of CILEx. The Chief Executive of IPS is an employee of CILEx but is accountable to the IPS Board of Directors. CILEx employees whose work relates to the regulatory functions of CILEx are accountable to the Chief Executive of IPS. The Chair of IPS is accountable to CILEx Council for the performance of IPS.
24. The arrangements for appointing, re-appointing or dismissing the Chair or members of the IPS Board are set out at Annexe 4 to these Protocols. They take into account the objectives of the LSA regarding the effective and independent regulation of legal services and the requirements of the Internal Governance Rules made by the Legal Services Board, pursuant to the LSA. Remuneration of the Chair and members of the IPS Board will be dealt with in accordance with Annexe 5 to these Protocols.
25. The performance of the IPS Board members and Chief Executive, during their terms of office will be assessed each year by the IPS Board, in accordance with arrangements which the Board will determine. The performance of IPS employees will be assessed in accordance with arrangements which apply to other CILEx employees. The Companies will agree arrangements for the appointment of a new Chief Executive of IPS.

Education Standards and Fitness to Practise – *The companies will work together to promote and secure high standards of practise.*

26. IPS is responsible for checking that arrangements adopted by CILEx and the standards set relating to: qualifications and experience; study and training for CILEx qualifications; and assessment of candidates; are fit for purpose and

are capable of securing the minimum standards of competence expected of Fellows, Associates, Graduate Members, Associate Prosecutor Members and other CILEx members.

- 26A. IPS is responsible for ensuring Fellows, Graduate Members, Associates and Associate Prosecutors maintain the minimum standards of competence expected of them by means of Continuing Professional Development.
27. IPS is responsible for setting the standards relating to the personal and professional conduct and continuing fitness to practise of Fellows and other CILEx members. IPS will be responsible for ensuring CILEx members comply with those standards and CILEx will support IPS in doing so.
28. CILEx will not seek to challenge decisions properly made by any of the disciplinary or regulatory bodies subject to oversight by IPS in respect of the conduct, competence or fitness to practise of individual CILEx members or the conduct or fitness to provide services of any organisation regulated by CILEx.
29. The Companies will work together to develop arrangements for the regulation of legal practices and alternative business structures permitted to provide legal services under the LSA and persons owning or managing them. IPS will be responsible for setting standards of conduct and ensuring owners, managers and employees comply with them.

Services – *CILEx will make resources available to enable regulatory functions to be carried out.*

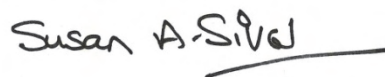
30. The Companies will maintain a service level agreement in respect of the provision to IPS of the finance, membership, awards, information technology, marketing and communications, procurement, facilities, Legal Executive Journal and human resources services which are reasonably required to enable IPS to carry out its regulatory functions.

Resolving differences

31. Disputes which arise between the Companies, whether in relation to these protocols or otherwise will be resolved by discussions involving the Chief Executives of CILEx and IPS, the President for the time being of CILEx and the Chair of the IPS Board. Nothing in these protocols prevents either company from referring a dispute which cannot be settled between them to the Legal Services Board or if appropriate to an independent mediator to be resolved. As a matter of good practice, five working day's notice should be given to the other company if either company intends to refer a dispute to the Legal Services Board.

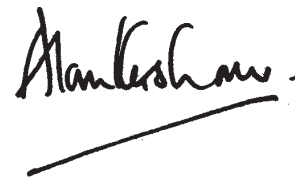
Review

32. These protocols may be reviewed at any time at the request of either CILEx or IPS; and will, in any event, be reviewed annually.



Susan Silver
CILEx President

23 March 2012



Alan Kershaw
IPS Chair

15 March 2012

Protocol March 2012 v.6 12.04.12

PROTOCOLS**ANNEXE 1****OBJECTS OF CILEx**

The Objects for which the Institute is incorporated by Royal Charter are, amongst other things:

- (a) To serve the public interest by promoting and maintaining proper standards of ethical conduct, efficiency and training on the part of fellows and other members of the Institute, whether by acting as an approved regulator under the Legal Services Act 2007 or otherwise.
- (b) To provide for the education and training, and developing the proficiency, of fellows and those who wish to become proficient in the law, including those persons seeking to qualify as Fellows, in all subjects and skills, whether in the law or otherwise.
- (c) To enhance and maintain public confidence in the work of legal executives within the administration of justice and the service of clients.
- (d) To promote in the public interest co-operation and mutual assistance amongst persons employed in the legal profession or engaged in legal work.

IPS protocols ann 1

PROTOCOLS**ANNEXE 2****OBJECTS OF IPS**

The Objects of ILEX Professional Standards set out in its Memorandum of Association include the following:

1. To carry out on behalf of The Chartered Institute of Legal Executives the functions and responsibilities of The Chartered Institute of Legal Executives as an approved regulator designated as such by the Legal Services Act 2007; and
2. To carry out on behalf of The Chartered Institute of Legal Executives such functions and responsibilities of The Chartered Institute of Legal Executives as a regulator of its membership generally as The Chartered Institute of Legal Executives may from time to time delegate to the Company.

IPS protocols ann 2

PROTOCOLS**ANNEXE 3****REGULATORY OBJECTIVES**

The Regulatory Objectives set out in the Legal Services Act 2007 are as follows:

1. protecting and promoting the public interest;
2. supporting the constitutional principle of the rule of law;
3. improving access to justice;
4. protecting and promoting the interests of consumers;
5. promoting competition in the provision of services provided by authorised persons;
6. encouraging an independent, strong, diverse and effective legal profession;
7. increasing public understanding of citizen's legal rights and duties; and
8. promoting and obtaining adherence to the professional principles.

The professional principles referred to above are:

1. authorised persons should act with independence and integrity;
2. authorised persons should maintain proper standards of work;
3. authorised persons should act in the best interests of their clients;
4. persons who exercise before any court a right of audience or conduct litigation in relation to proceedings in any court by virtue of being authorised persons comply with their duty to the court to act with independence in the interest of justice; and
5. the affairs of clients should be kept confidential.

IPS protocols ann3

PROTOCOLS**ANNEXE 4****APPOINTMENT, REAPPOINTMENT OR DISMISSAL OF CHAIR AND BOARD MEMBERS**

It is important that a protocol is agreed in advance of any potential need for appointment or reappointment. Any agreed process must be seen to be impartial and independent to comply with LSB rules on independent governance. The following is the agreed protocol, which is based on the process used to appoint the first Chair and Board Members for IPS.

Appointment of Chair and Board Members

1. The IPS Board will create an Appointments Committee. Membership would be agreed for each appointment, so it is not a standing Committee.
2. The Appointments Committee will have delegated authority for the whole process from agreeing an updated information pack including a revised job and person specification, to running the appointment process, including interviewing. Administrative support will be required from the ILEX HR team.
3. For the Chair's appointment, this Committee will include an CILEx Council representative and two IPS Board members, one independent and one legal, supported by the IPS Chief Executive, although (s)he would not be a formal member of the Committee.
4. For Board member appointments the Committee will include the Chair and one member of the IPS Board, plus the IPS Chief Executive.
5. For all appointments, a member independent of IPS and CILEx would be included within the Committee membership, to give legitimacy and to validate the process. The process for identifying this individual would be agreed for each appointment.
6. The ad hoc nature of the appointment committees gives a useful degree of flexibility, whilst being sufficiently structured to ensure appointments are treated fairly and consistently.

Reappointment of Chair and Board Members

7. The Chair and Board members are appointed for 3 years in the first instance and may be reappointed for a second term.

8. It will be for the Chair and Chief Executive to agree the reappointment of Board members. The annual appraisals will be the basis for reappointments. The following factors will need to be satisfied for reappointment of Board members:
 - Willingness to be reappointed
 - Satisfactory annual appraisals
 - Acceptable attendance record
 - Continues to meet the person specification for role
 - Has complied with the Code of Conduct for Board members
9. For discussions regarding the reappointment of the Chair, an Appointments Committee will be created, constituted as set up in the Chair's appointments process above, to review a similar list of factors and agree the way forward.

Dismissal of a Board Member or Chair

10. In exceptional circumstances, it may be necessary to dismiss an individual as either a Board Member or Chair of IPS. The only reasons for this action would be that the individual has not complied, or no longer complies, with the factors outlined in paragraph 8 above.
11. Concerns about the conduct of a Board Member will normally be dealt with informally by the Chair in the first instance. If the matter is not resolved s(he) will liaise with the Chief Executive to create a Committee with another Board Member to agree the action(s) to be taken. Once the decision is taken, the Chair will write to the individual, stating the reasons for the action being taken, and inform the LSB.
12. For discussions regarding the removal of the Chair, a Committee will be created, constituted as set up in the Chair's appointments process above, to review compliance against the list of factors and agree the way forward. Before finalising the actions to be taken, the Chief Executive will discuss the issues with the LSB.

*Agreed by IPS Board 24 February 2011
IPS protocols Ann 4*

PROTOCOLS**ANNEXE 5****REMUNERATION OF THE BOARD**

1. The President and Chief Executive of CILEx and the Chair and Chief Executive of IPS will meet each year in May or June, as appropriate, to determine the remuneration of the Chair and members of the IPS Board for the following year. The meeting will take place as part of the budget setting processes of the companies. The Chair of IPS will not take part in any discussion or decision regarding his/her remuneration. Factors which are taken into account in setting the remuneration of the Board members will be taken into account in determining the Chair's remuneration.
2. Disputes regarding the remuneration of the Chair or Board members of IPS will be determined in accordance with paragraph 31 of the Protocols.

*Agreed by CILEx/IPS March 2010
IPS protocols ann 5*

PROTOCOLS**ANNEXE 6****AWARDS****General**

1. This Annexe to the CILEx/IPS Protocols sets out the methods by which CILEx and IPS will meet the requirements of paragraph 26 of the Protocols relating to education matters. IPS's role, set out in Paragraph 26, is to ensure that the arrangements adopted by CILEx in respect of qualifications and experience are capable of securing the minimum standards of competence expected of Fellows and other CILEx members. The role of CILEx is to decide the knowledge and skills qualification standards, to manage the delivery of the knowledge and skills qualifications and assessment of experience and the quality assurance arrangements for them for qualification as a Fellow. Qualifications developed by IPS in relation to rights to undertake regulated legal activities or otherwise will be managed by IPS.

Reporting arrangements for qualifications

2. To enable IPS to carry out its role, CILEx will provide sufficient information to demonstrate that the qualification arrangements establish and maintain the stated standards. Each year, CILEx will supply to IPS a range of information that enables it to review CILEx's work and performance both strategically and operationally. The following documents will be supplied at the following specified times:

a. Assessment session information

- i. **Qualification performance data** – after each assessment session (i.e. after Jan and June sessions), CILEx will produce a report which it will share with IPS in relation to key assessment session metrics.

This report will be delivered by a senior member of the Awards team to the IPS board at a mutually agreed time. The reporting schedule has been agreed for 2012 and is attached.

The report will consist of the following data:

- Candidate entries
- Candidates sitting examinations or submitting assessments
- Grade boundaries for examined units
- Candidate performance including pass rates for each unit and feedback from assessors
- Statistics for qualification completion
- An overview of centre performance including centre pass rates
- Data on results enquiries and appeals

- Data on applications for and approvals of reasonable adjustments and special considerations
 - Stakeholder feedback and complaints
 - Summary of any malpractice allegations (student and centre)
 - Awards department performance against key performance indicators and targets
- ii. **Minutes of the Awards Performance and Strategy Committee (APSC)** – CILEx will share these minutes with IPS after each APSC meeting, and at the same time as the performance data.
- b. **Annual information**
- i. Executive Summary for the CILEx Self-Assessment Report, annual self-assessment action plan, Awards Strategy Document, summary of Awards Malpractice Committee and Awards Appeal Committee outcomes and (from 2011) a report on risk management, including centre risk management. At a mutually agreed time, in the first quarter of each year or as soon as practicable thereafter CILEx will share the above documents with IPS as a part of an annual round of reporting. These reports will be delivered by a senior member of the Awards team.
3. The IPS Education Portfolio Holder is a member of the Awards Performance and Strategy Committee (APSC). The IPS Education Portfolio Holder will take responsibility for the main reporting between APSC and IPS outside of the above mentioned formal reporting, and will report to IPS on those specific issues covered by APSC which have an interest for IPS.

Qualification development

4. Where CILEx develops new qualifications it wishes to award, whether in relation to rights to undertake regulated legal activities or otherwise, it will be required to consult and seek IPS approval in relation to whether the arrangements for qualification are capable of securing the minimum standards of competence expected of CILEx members holding that qualification.
5. IPS will be responsible for developing qualification arrangements supporting applications by CILEx to become an Approved Regulator in relation to activities regulated under the Legal Services Act. IPS will consult with CILEx in relation to the development of any such arrangements. IPS will generally be responsible for the management of these qualifications although CILEx and IPS will agree which of them should be responsible for managing the qualification arrangements.

Experience

6. IPS and ILEX will work together to agree what experience CILEx members should have to be admitted as Fellows of CILEx or to be enrolled in any other membership grade for which evidence of experience is required.
7. IPS will be responsible for determining what experience is required by CILEx members to become authorised practitioners. CILEx will support the development of experience requirements. IPS will be responsible for the arrangements by which CILEx members are able to demonstrate whether they meet the experience criteria set.

*Agreed by CILEx/IPS 15 March 2012
Ed protocol v4*

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on 23 March 2012

BETWEEN:

ILEX PROFESSIONAL STANDARDS (IPS) and

THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES (CILEx)

This Service Level Agreement forms the basis of a relationship between CILEx and IPS regarding the provision of services.

The purpose of the Agreement is to lay out the respective roles and responsibilities of each party in the provision of services.

The Agreement facilitates the parties carrying out its respective regulatory and representative functions independently and to ensure that resources are made available which are reasonably required to enable regulatory functions to be carried out.

CILEx has agreed to provide the services to IPS set out in Schedule 1 to 9.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In the Agreement the following expressions shall have the following meanings unless the context requires otherwise:

“Agreement”	means this agreement concluded between CILEx and IPS including the:
	(a) the clauses contained herein;
	(b) the schedules attached hereto;
	(c) any other documents which are relevant to the Agreement and expressly incorporated herein as appendices to, and part of, the relevant schedules; and
	(d) such variations in writing as shall be agreed by CILEx and IPS according to the provisions of Clause 4.

“Effective Date”	means the date of this Agreement;
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“IPS Manager”	means IPS Chief Executive or Professional Standards Manager
“Lead Officer”	means any of the following: CILEx Chief Executive, IPS Chief Executive or Chief Operating Officer; who oversees the creation, variation, development and management of the Agreement;
“Service”	means the service provided by CILEx to IPS which enables regulatory functions to be carried out;
“Service Levels”	means the standards of Service which CILEx is required to meet in the performance of Services details of which are contained in Clause 7 and Schedules 1 to 9;
“SLA Manager”	means the individual who oversees and/or provides the Service;
“Working Day”	means a day, not being a Saturday, Sunday or Public Holiday

2. TERM

2.1. This Agreement shall continue in effect from the Effective Date until the end of the CILEx financial year (the “Expiry Date”).

3. RENEWAL AND TERMINATION

3.1. This Agreement shall be renewed at the end of the current term and each succeeding year unless either party gives written notice of its intention not to renew, to the other, to be served no later than 6 months prior to expiration of the current term.

3.2. Termination of the Agreement will be subject to the requirements of the internal governance rules made by the Legal Services Board.

3.3. In the event that a dispute is not resolved in accordance with Clause 10 either party shall have the right to terminate the Agreement without further notice.

4. TERMS OF AGREEMENT

4.1. Throughout the life of the Agreement, variations to the agreement can be proposed, negotiated and implemented as circumstances warrant.

4.2. Variations to the Agreement will be agreed by the Chief Executives of CILEx and IPS before taking effect.

- 4.3. Variations to the Agreement will be implemented by a Lead Officer.
- 4.4. Conditions that warrant variations to the Agreement include, not wholly and exclusively, changes in business or Service needs, significant variations from agreed Service Levels, unanticipated events or an adjustment in the division of responsibility between the parties.
- 4.5. In the event that variations to the Agreement cannot be agreed, both parties will follow the dispute resolution mechanism in accordance with Clause 10.

5. SUB-CONTRACTING

- 5.1. CILEx shall have the right to subcontract its obligations under the Agreement provided that any such subcontracting shall not increase the burden on CILEx of the obligations accepted by CILEx under this Agreement.
- 5.2. Notwithstanding any sub-contracting permitted hereunder, CILEx shall remain responsible for the acts and omissions of its sub-contractors as though they were its own.

6. CHARGES

- 6.1. Charges will be reviewed on an annual basis when both parties work together to agree a budget which fairly reflects the activities and expenditure which are necessary for IPS to carry out its regulatory functions.
- 6.2. Charges are recoverable on an annual basis in accordance with Clause 6.1 as a result of any variations according to Clause 4.1.

7. SERVICE STANDARDS BY CILEx

- 7.1. CILEx shall provide the Services specified in Schedules 1 to 9.
- 7.2. CILEx's performance of the Services shall be measured in accordance with the methods and procedures set out in Schedules 1 to 9.
- 7.3. CILEx's performance of the Services shall also be measured in accordance with the obligations and responsibilities of IPS described within Clauses, 8.1, 8.3 and 8.4.
- 7.4. CILEx's performance of the Services shall be required to meet any reasonable Service Level and timeframe specified in Schedules 1 to 9 or as otherwise agreed, from the commencement of the Services.

- 7.5. Urgent matters are to be commenced within specifically agreed timeframes from receipt of instructions; such instructions to be approved by an IPS Manager and communicated to the relevant SLA Manager.
- 7.6. If CILEx fails to achieve any Service Level and timeframe as determined under the provisions of Clause 7.2 to 7.4, CILEx shall carry out corrective action agreed at the time between the parties, such agreement not to be delayed or withheld unreasonably.
- 7.7. If, notwithstanding any corrective actions taken in accordance with Clause 7.6, CILEx persistently fails in any material respect, to achieve any Service Level; such failure shall be considered to be a dispute and shall entitle IPS to follow the dispute resolution process in accordance with the provisions of Clause 10.

8. OBLIGATIONS AND RESPONSIBILITIES OF IPS

- 8.1. IPS shall receive the Service specified in Schedules 1 to 9.
- 8.2. IPS's obligations and responsibilities shall be measured in accordance with the methods and procedures set out in Schedules 1 to 9.
- 8.3. IPS shall be obliged to meet any reasonable timeframes specified within the methods and procedures set out in Schedules 1 to 9.
- 8.4. IPS shall provide CILEx with any relevant requests/permission, information/documents and/or equipment within a reasonable timeframe or as otherwise agreed, prior to commencement and during the provision of the Services as required which are necessary to enable the Services to be provided.

9. MONITORING, REVIEW AND QUALITY ASSURANCE

- 9.1. The above performance standards will be monitored by the Chief Operating Officer who will conduct a summary bi-annual review. If necessary, bi-annual reviews can be comprehensive rather than summary.
- 9.2. A comprehensive review of performance standards will be conducted at review meetings of this Agreement which will be held annually and reported to IPS Board and CILEx Council annually.
- 9.3. The review meetings will also deal with any quality assurance matters that may require addressing.
- 9.4. CILEx Chief Executive, IPS Chief Executive, and the relevant IPS Manager(s) and SLA Manager(s) shall attend these meetings as required.

10. DISPUTE RESOLUTION

- 10.1.** If any dispute arises, in relation to the Agreement, the dispute in the first instance will be considered in discussions involving the IPS Manager and the SLA Manager overseeing or providing the Service which is the subject of dispute.
- 10.2.** In the event that the parties are unable to settle the dispute in accordance with Clause 10.1 any outstanding issues will be considered in discussions involving the Chief Executives of CILEx and IPS and, if necessary the President of CILEx and the Chair of the IPS Board.
- 10.3.** If the parties are unable to settle the dispute in accordance with Clause 10.2 there is nothing to prevent either company from referring an unsettled dispute to the Legal Services Board or if appropriate to an independent mediator to be resolved. Either party may refer a dispute to the Legal Services Board before or during independent mediation.
- 10.4.** To initiate a referral to the Legal Services Board, as a matter of good practice a party by one of its Lead Officers must give at least 5 days written notice to the other party, before referring the dispute to the Legal Services Board in accordance with Clause 10.3.

11. THIRD PARTIES

- 11.1.** Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term in this Agreement.

12. SERVICE LEVEL AGREEMENT SIGNED BY:

CILEx Chief Executive



IPS Chief Executive

SLA March 2012 v.9 05.11.12

SCHEDULE 1

**HUMAN RESOURCES
Service Specification**

Service:	Service Level/Timeframe:
<ol style="list-style-type: none"> 1. Sickness Absence Recording 2. Sickness Absence Reports – Bradford Score 3. Advice on handling sickness absence 4. Information to Payroll 5. Recruitment of Staff 6. Assisting with recruitment of IPS Board Members, panel and committee members. 7. Staff Induction 8. Advice on performance management and appraisal 9. Advice on handling disciplinary/grievance 10. Arranging training 11. Training Needs Analysis 12. Calculation of holiday entitlement 13. Holiday cards 	<ol style="list-style-type: none"> 1. Monthly * 2. Monthly * 3. Ad hoc * 4. Monthly # 5. Ad hoc # 6. Ad hoc # 7. Ad hoc # 8. Ad hoc # 9. Ad hoc # 10. Ad hoc # 11. Annual + 12. Annual + 13. Annual +
<p>Methods and Procedures:</p> <ul style="list-style-type: none"> • HR department to liaise with IPS in order to provide the services above. <p>* In order to provide the above services CILEx will need to receive from IPS sickness absence records on monthly basis.</p> <p># In order to provide the above services CILEx will need to receive from IPS details of staff salary, appointments and training, staff performance information and disciplinary/grievance requirements, on an ad hoc basis.</p> <p>+ In order to provide the above services CILEx will need to receive from IPS training requirements, holiday cards and holiday entitlement calculations on annual basis.</p>	

Policy Application (Policies that apply to both CILEx and IPS):

- Anti-bribery Policy
- Equality & Diversity Staff Policy
- Grievance Policy and Procedure
- Disciplinary and Dismissal Policy and Procedure
- General Dismissal Policy and Procedure
- Employee Communication and Consultation Policy
- Sickness Absence Policy and Procedure
- Learning & Development Policy
- Personal Harassment & Bullying Policy and Procedure
- Whistleblowers Policy and Procedure
- Staff Members Expenses Policy
- Code of Conduct
- Electronic and Telephonic Communications Policy
- Health & Safety Policy
- Car Drivers Policy

Charge:

- As per 2012 Financial Budget

SLA Manager:

- HR Manager for CILEx Group

SCHEDULE 2

FINANCE

Service Specification

Service:	Service Level/Timeframe:
1. Staff payroll administration	1. Monthly *
2. Staff expense claims and Board invoices administration	2. Weekly *
3. Credit card administration	3. Weekly *
4. Vehicle administration	4. As required *
5. Preparation of Management Accounts	5. Monthly #
6. Preparation of Budget statements	6. Annually #
7. Audit and Preparation of Statutory Accounts	7. Annually #
8. Processing of Customer invoices	8. Weekly #
9. Processing and payment of Supplier invoices	9. Weekly #
10. Completion of Group VAT returns	10. Quarterly #
11. Bank statement reconciliation	11. Weekly +
12. Sales Ledger reconciliation	12. Weekly +
13. Cash management routines	13. Weekly +
14. Petty Cash reconciliation	14. Monthly +
15. Direct Debit Collections	15. Monthly +
16. Debt Chasing	16. Monthly +
17. Management of fixed assets	17. Monthly +
18. Year-end payroll administration	18. Annual +
19. Group VAT annual adjustment calculation	19. Annual +
20. Liaison with auditors	20. As required #
21. Management of Group insurance covers	21. Annual +
22. Administration of AA cover for company vehicles	22. Annual +
23. Preparation of Annual Report	23. Annual +
24. Corporation tax reconciliation and payment	24. Annual +
25. Attend IPS Board meetings	25. As required •
26. Assistance with setting up a compensation fund	26. As required •
27. Assistance with the practising certificate fee application	27. Annual •
28. Provide motor vehicles	28. As required*

Methods and Procedures:

- Finance department to liaise with IPS when necessary in order to provide the above services
- * Provided directly to IPS staff in conjunction with services provided to all staff
- # Provided directly to IPS in conjunction with services provided to all departments
- + Shared provision of general Finance activities

Policy Application (Policies that apply both to CILEx and IPS):

- Staff expenses policy

Charge:

- To be assessed on figures per 2012 Financial Budget

SLA Manager:

- Director of Group Finance

SCHEDULE 3

INFORMATION TECHNOLOGY

Service Specification

Service:

1. Hardware equipment - desktop PC's, printers, laptops equipment and related consumables.
2. Network facilities including – storage/email/security, local and wide area (wireless and Internet) infrastructure and connectivity.
3. Management Information System (MIS) software– Concept CRM, includes system (applications and services supported by IRIS), Data and admin support via IT.
4. Other Client Software – Security/Anti-virus, MS-Office, Acrobat, Browsers, CMS editors.
5. IT Management/development support including MIS/Web/IT development advisory, project and programme management & implementation.
6. Responsible for data provision to the LSB and LeO.

Service Level/Timeframe:

- Hardware equipment provided on standard replacement 4 year depreciation (desktop and laptop computers), on repair or replace basis for other equipment.
- Provide '1st line' support for all the above.
- Contracts for core systems including MIS (Concept), Web services and SAGE are in place.
- Access to an IT helpdesk on a daily basis during office hours and out of office as required.
- MIS Software developments in accordance with what is decided by the MIS Strategy Group.

- Provide related consumables promptly.

Methods and Procedures:

- CILEx and IPS to attend MIS Strategy Group meetings; the mechanism by which IT work/projects are timetabled and prioritised.
- IT department to respond to requests for hardware equipment and IT queries.

Policy Application (Policies that apply to both CILEx and IPS):

- Electronic and Telephonic Communications Policy
- MoUs with other stakeholders

Requirements of LSB and LeO (including data and statistics)

Charge:

- As per 2012 Financial Budget

SLA Manager:

- Head of Group IT

SCHEDULE 4

PROCUREMENT

Service Specification

<p>Service:</p> <ol style="list-style-type: none"> 1. In-house and out of house facilities for print procurement. 2. Support contracts with suppliers for the maintenance of the printing machines. 3. Access to suppliers, manufacturers and service providers with whom CILEx and subsidiary companies have long standing arrangements. 4. Access to online purchasing system and receive appropriate training.
<p>Service Level/Timeframe:</p> <ul style="list-style-type: none"> • Provide '1st line' technical and professional support. • Provide '1st line' helpdesk support. • Provide customer account management and changing arrangements. • Provide varied and diverse range of products and services including printed matter, confidential print in-house and stationery.
<p>Methods and Procedures:</p> <ul style="list-style-type: none"> • In-house facilities for print procurement provided by CILEx staff. • IPS to give in-house printing department reasonable notice in relation to printing requirements. Procurement department to liaise with IPS in relation to products and services. Printed matter and stationery to be provided/ordered on request by IPS.
<p>Charge:</p> <ul style="list-style-type: none"> • As per 2012 Financial Budget
<p>SLA Manager:</p> <ul style="list-style-type: none"> • Director of Group Purchasing

SCHEDULE 5

FACILITIES

Service Specification

Service:	Service Level/Timeframe:
1. Accommodation	1. Managed and fully furnished offices on a daily basis, use and set up of meeting rooms as required.
2. Post room and DX mail services	2. Daily collection and delivery service to include postage costs allocated to IPS code.
3. Telecoms	3. cordless telephones, fax machine(s), photocopier. Telecoms support available via Facilities and IT department.
4. Reception	4. Daily service for staff, visitors, IPS Board members, to include call diverting from switchboard, message handling.
5. Utilities	5. Electricity, gas, water, daily use of kitchen facilities, catering, fire safety equipment, first aid
6. Cleaning	6. Cleaning – daily service provided by third party.
7. Gardening	7. Gardening – ad hoc services provided by third party to CILEx Group.
8. Car Parking	8. Car Parking –daily parking for IPS Staff, ad hoc parking for IPS visitors.
Methods and Procedures:	
<p>The above services are made available to IPS and supported by CILEx Facilities.</p> <ul style="list-style-type: none"> • IPS to give reasonable notice of meeting requirements and provide meeting room set-up templates. 	

- Post, DX mail and reception services provided by CILEx staff and managed by the Office Manager.
- Utilities, cleaning and gardening services provided by third parties.
- Photocopier provided as a shared facility for unlimited use.
- Maintenance of car park provided by CILEx staff.

Charge:

- As per 2012 Financial Budget

SLA Manager(s):

- Director of Group Purchasing
- Office Manager

SCHEDULE 6

MARKETING AND COMMUNICATIONS

Service Specification

Service:	Service Level/Timeframe:
1. IPS Website	1. Support on an ad hoc basis
2. Content Management System and hosting	2. On ad hoc basis with training for relevant IPS staff, supported by Marketing & Communications and IT Departments
3. Production of new marketing material	3. Design, print and distribute within 12 weeks. Supported by Marketing & Communications and Journal Departments
4. Administration of Oaths leaflet	4. As required
5. IPS stakeholder and consumer events and PR coverage	5. Within 12 weeks. Supported by Marketing & Communications Department and external PR Agency
6. Annual Report	6. Annual
7. Revise existing marketing material	7. Within 3 weeks
8. Publicity and press releases	8. Within 7 working days
9. Research, questionnaires and surveys	9. Within 3 weeks
10. Use of e-newsletter	10. As required and dependent on space available as of Wednesday noon each week

Methods and Procedures:

- Timing and resource input by Marketing and Communications department to be decided at quarterly meetings.
- Marketing and Communications department to support the IPS website in liaison with IPS. IPS to manage content in liaison with Marketing and Communications department.
- IPS to provide Marketing and Communication with a full brief of work required.
- Timeframe above represents notice period IPS must give Marketing and Communications department.
- Marketing and Communications department to make available PR support as required.

Charge:

- As per 2012 Financial Budget

SLA Manager:

- Head of Communications and Marketing

SCHEDULE 7

CILEx JOURNAL

Service Specification

<p>Service:</p> <ol style="list-style-type: none"> 1. Use of CILEx Journal publication and CILEx Journal website 2. Editorial and design support 3. Direct mailings to members and other stakeholders 	<p>Service Level/Timeframe:</p> <ol style="list-style-type: none"> 1. 1½ - 2 pages per monthly issue, additional advertising space as required to, include notices, inserts, recruitment and advertisements. 2. Ad hoc, supported by Journal department 3. Supported by the Marketing & Communications and Journal departments.
<p>Methods and Procedures:</p> <ul style="list-style-type: none"> • The above services are made available to IPS and supported by Journal department. • Journal department to liaise with IPS in order to provide the services above. • IPS to meet publication deadlines and to produce material for publication. • IPS to keep the CILEx Journal Editor informed. 	
<p>Charge:</p> <ul style="list-style-type: none"> • As per 2012 Financial Budget • Annual Report service cost 	
<p>SLA Manager:</p> <ul style="list-style-type: none"> • Journal Business Manager 	

SCHEDULE 8

MEMBERSHIP

Service Specification

Service:	Service Level/Timeframe:
1. Collect and record information regarding declarations of Prior Conduct and or contacts concerning complaints and allegations.	1. Within 2 working days of receipt
2. Refer applications where declarations are made or information where allegations are made to IPS.	2. Within 2 working days of receipt
3. Record on the database when any matter is declared or disclosed and the date when referred to IPS.	3. Within 2 working days of receipt
4. Careful checks of Fellowship applications	4. Every application when received
5. Checks of disciplinary records of applicants for Fellowship and for members seeking resignation.	5. Every application when received
6. Maintain accurate membership records.	6. Ongoing
7. Provide information to IPS on request about CILEx members or other contacts and make checks to database, paper and other records.	7. Within 5 working days
8. Maintain accurate statistics for membership, including equality and diversity information to facilitate data provision.	8. Quarterly
9. Process, check and refer Fellowship, qualifying employment and waiver applications to IPS and correspond with members, seeking information required by IPS.	9. Within 5 working days of receipt.
10. Send work based learning (WBL) pack to members and carry out the necessary checks and processing when WBL applications are received before referral to IPS.	10. Within 2 working days of receipt

<p>11. Maintain records of CPD on membership database.</p> <p>12. Provide IPS with the number and grades of members who have not complied with the requirement to record relevant CPD or have not made arrangements to comply with CPD requirements.</p> <p>13. Supporting IPS in securing CPD compliance.</p> <p>14. Provide details to IPS of Associate Prosecutors.</p>	<p>11. Ongoing</p> <p>12. Annual, by end of January</p> <p>13. By end of March</p> <p>14. As required</p>
<p>Methods and Procedures:</p> <ul style="list-style-type: none"> • The above services are provided to IPS and supported by Membership department. • Membership department to liaise with IPS in order to provide the services above. • IPS and CILEx will share information regarding members including membership records and correspondence where it is necessary to do so to fulfil their respective obligations, or so far as the sharing of information does not contravene any principle or law safeguarding the rights of members or others in relation to data protection or personal privacy. • The parties will treat as confidential information each holds about members or others which is not also held by the other, except where it is in the public interest to disclose the information to the other or, in the case of IPS, it is necessary to do so in order to fulfil its obligations under the Legal Services Act 2007, its Memorandum and Articles of Association and the protocols, or to meet its general obligations under the law. • IPS to give Membership department 5 working days' notice of requests for database and paper record checks on members and requests for quarterly statistics for membership. 	
<p>Policy Application (Policies that apply to both CILEx and IPS):</p> <ul style="list-style-type: none"> • Protocols between CILEx and IPS (annex 1) • CPD Regulations • CILEx/CPS Memorandum of Understanding 	
<p>Charge:</p> <ul style="list-style-type: none"> • As per 2012 Financial Budget 	
<p>SLA Manager:</p> <ul style="list-style-type: none"> • Head of Membership 	

SCHEDULE 9

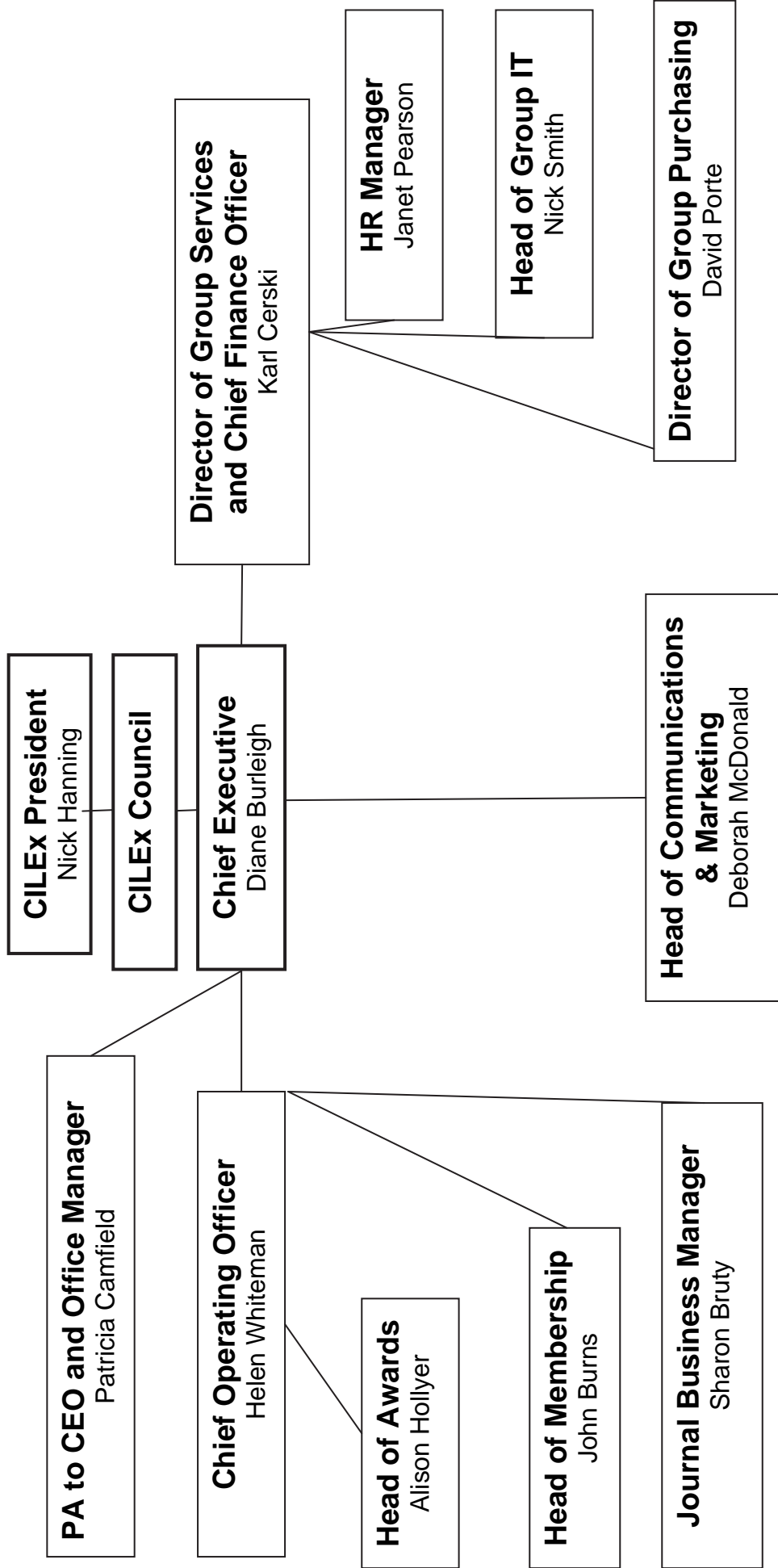
AWARDS

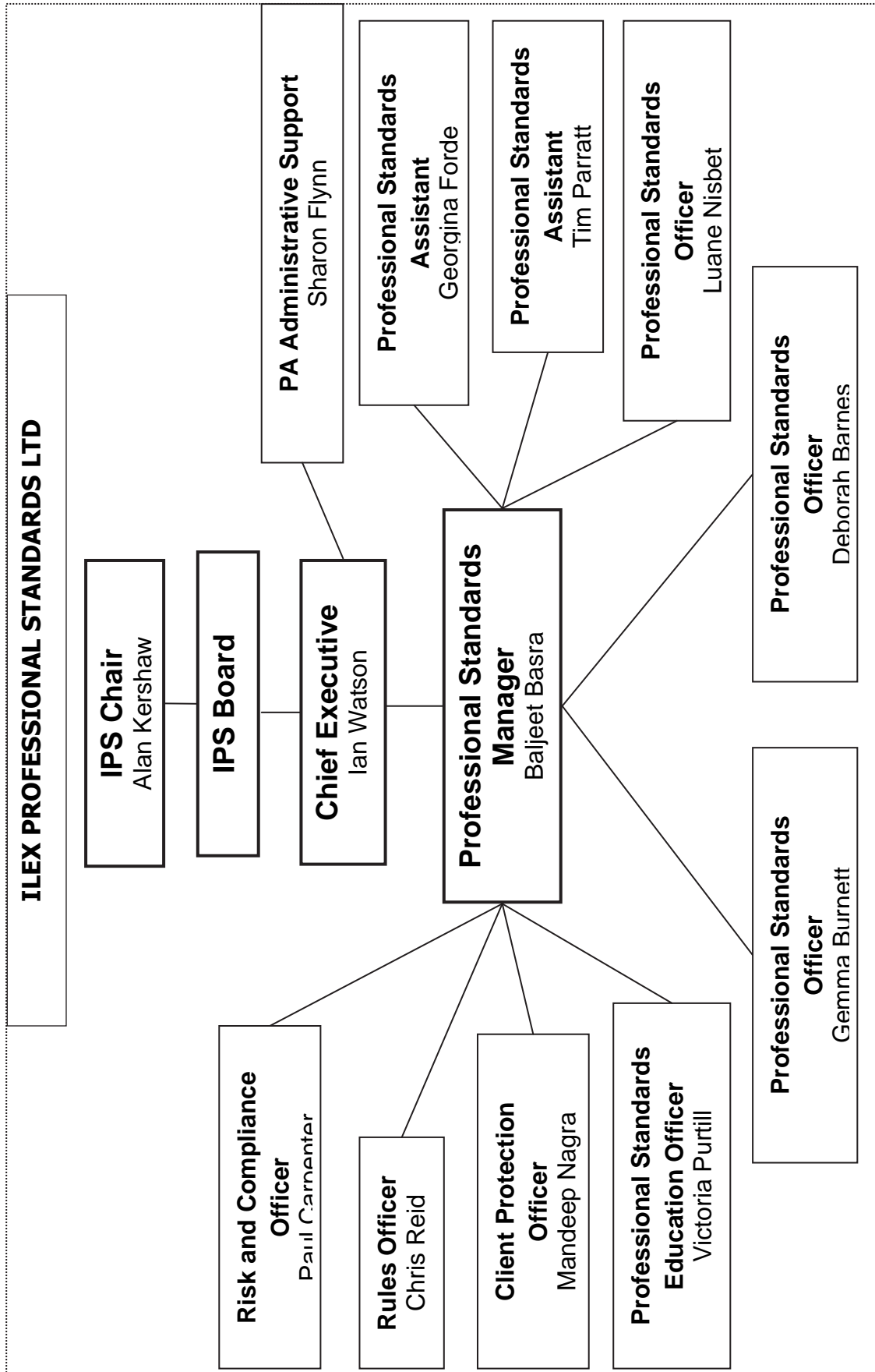
Service Specification

Service:	Service
<ol style="list-style-type: none"> 1. Support the work of IPS to ensure that existing and newly developed standards, qualifications, assessments and delivery are fit for purpose and are capable of securing the minimum standards of competence expected of CILEx members. 2. Ensure that there is an ongoing level and breadth of reporting to IPS that is appropriate to ensure a rigorous and yet proportionate scrutiny of annual activities: <ul style="list-style-type: none"> - Qualification performance data; - APSC minutes - Malpractice/Appeals reporting - Executive summary of the Awards self-assessment report; - Annual self-assessment action plan; - Awards Strategy Document; - Risk management reporting, including centre risk management 3. Ensure that the appropriate staff deliver the above reporting regime at the appropriate IPS forum. 4. Ensure that the IPS Education post-holder is a member of APSC (Awards Performance and Strategy Committee). 5. Ensure that the appropriate staff attend and contribute appropriately to IPS-led working groups in connection with projects and initiatives. 6. Respond appropriately to all additional IPS queries and requests for information, and for appearances before the IPS Board. 7. Provide details of CILEx members and students found to be guilty of malpractice in assessments, including details of findings and evidence. 	<p>Level/Timeframe:</p> <ol style="list-style-type: none"> 1. Ongoing 2. See timeframe below: <p>First convenient Board meeting thereafter</p> <p>In the first quarter of the calendar year</p> 3. Ongoing 4. Ongoing 5. As appropriate 6. As appropriate 7. Within 5 working days of expiry of appeal against malpractice

<ol style="list-style-type: none"> 8. Provide witness statements or assist in the provision of witness statements and evidence in relation to IPS proceedings concerning student malpractice. 9. Share with IPS any report or feedback from Ofqual relating to the on-going accreditation of CILEx as an awarding organisation. 10. Share with IPS Adverse Effect reports sent to Ofqual relating to the on-going accreditation of CILEx as an awarding organisation. 11. Maintain accurate examination and exemption records. 12. Provide information to IPS on request about CILEx members or other contacts and make checks to database, paper and other records. 	<p>decision</p> <ol style="list-style-type: none"> 8. As required 9. Within 10 working days 10. Within 10 working days 11. Ongoing 12. Within 5 working days
<p>Methods and Procedures:</p> <ul style="list-style-type: none"> • The above services are provided to IPS by the Awards Team. • The Awards Department will liaise with IPS in order to provide the services above. • Where appropriate, both sides will give each other a minimum of 3 weeks' notice in respect of work deadlines, meeting attendances etc. 	
<p>Policy Application (CILEx policies that apply to both CILEx and IPS):</p> <ul style="list-style-type: none"> • Protocols between CILEx and IPS • Matters to be reserved to the Board • Examination regulations • Professional Skills regulations • Student malpractice policy and procedures • Centre malpractice policy and procedures • Instructions to examination centres and invigilators • Awards Malpractice Committee Terms of Reference • Awards Appeals Committee Terms of Reference 	
<p>Charge:</p> <ul style="list-style-type: none"> • As per 2012 Financial Budget 	
<p>SLA Manager:</p> <ul style="list-style-type: none"> • Head of Awards 	

**The Chartered Institute of Legal Executives (CILEx)
and SLA Managers**







ILEX Professional Standards Ltd

Code of Conduct for Board members

As a Board Member for IPS, I promise to abide by the fundamental values that underpin all the activity of this organisation. These are:

Accountability

Everything IPS does will be able to stand the test of scrutiny by the public, the media, regulators, CILEx Council, CILEx members, other stakeholders, and the courts.

Integrity and honesty

These will be the hallmarks of all conduct when dealing with colleagues within IPS and CILEx and equally when dealing with individuals and institutions outside it.

Transparency

IPS strives to maintain an atmosphere of openness throughout the organisation to promote confidence of the public, consumers, stakeholders, staff, regulators and Parliament.

Additionally, I agree to the following points:

Law, mission, policies

- I will endeavour not to break the law or go against Company regulations in any aspect of my role as a Board member.
- I will support any mission developed by the Board and consider myself its guardian.
- I will abide by organisational policies.

Handling Conflicts of interest

- I will always strive to act in good faith and in the best interests of the organisation.
- I will complete an annual return for the organisation's register of interests and ensure that it is kept up to date if there are any changes in year.

- I will declare any conflict of interest, or any circumstance that might be viewed by others as a conflict of interest, as soon as it arises.
- I will follow the guidance on conflicts of interest contained within the Conduct and Administration of Meetings.
- I will inform the Chair, as soon as is practicable, if I am considering or actively seeking other work or roles which may be perceived either as having a potential conflict of interest, or as in competition with IPS, and will submit to his/her judgement on what action will be appropriate. If necessary, the Chair will keep such conversations confidential.
- Where I have a direct pecuniary interest, either particular to me, or where a member of my family may have a direct pecuniary interest, I will declare it at the start of the meeting, or as soon as I realise there may be a conflict, and will submit to the judgement of the Chair and the Board on whether I take part in the discussion and decision.
- Where I have a non-pecuniary interest, either particular to me, or to a member of my family, and participation in the discussion and determination of a matter would be, or could be perceived as, a real danger of bias, I will declare the interest at the start of the meeting, and will submit to the judgement of the Chair and the Board on whether I take part in the discussion and decision.

Person to person

- I will endeavour not to break the law, go against Company regulations or act in disregard of organisational policies in my relationships with fellow Board members, staff, stakeholders, members, service recipients, contractors or anyone I come into contact with in my role.
- I will strive to ensure that my conduct in my professional and private life does not impact adversely on my role as a Board member.
- I will strive to establish respectful, collegial and courteous relationships with all I come into contact with in my role.

Protecting the organisation's reputation

- When speaking as a private citizen I will strive to uphold the reputation of the organisation and those who work in it.
- I will not speak as a Board member of this organisation to the media or in a public forum without the prior knowledge and approval of the Chair or Chief Executive.
- When I am speaking as a Board member of this organisation, my comments will reflect current organisational policy even when these do not agree with my personal views.
- I will respect organisational, board and individual confidentiality.
- I will take an active interest in the organisation's public image, noting news articles, books, television programmes and the like about the organisation, about similar organisations or about important issues for the organisation.

Personal gain

- I will not personally gain materially or financially from my role save for remuneration I receive as a Board members, nor will I permit others to do so as a result of my actions or negligence.
- I will document expenses and seek reimbursement according to procedure.
- I will not accept substantial gifts or hospitality without prior consent of the Chair (see guidance in standing orders).
- I will use organisational resources responsibly, when authorised, in accordance with procedure.

In the Boardroom

- I will strive to embody the principles of leadership in all my actions and live up to the trust placed in me by IPS.
- I will abide by board governance procedures and practices.
- I will strive to attend all board meetings, giving apologies ahead of time to the Chair, if unable to attend.
- I agree to attend a minimum of 75% of Board meetings each year and accept that failure to reach this level may mean that I am asked to leave the Board.
- I will study the agenda and other information sent to me in good time prior to the meeting and be prepared to debate and vote on agenda items during the meeting.
- I will honour the authority of the Chair and respect his or her role as meeting leader.
- I will engage in debate and voting in meetings according to procedure, maintaining a respectful attitude toward the opinions of others while making my voice heard.
- I will accept a majority board vote on an issue as decisive and final.
- I will maintain confidentiality about what goes on in the boardroom unless authorised by the Chair or Board to speak of it.
- I accept collective responsibility for Board decisions, including representing these decisions in contact with stakeholders and other bodies, even where I do not personally agree with them. If I am unable to support Board decisions in this way, then I will resign from the Board.

Enhancing governance

- I will participate in induction, appraisal, training and development activities.
- I will continually seek ways to improve Board governance practice.
- I will support the Chair in his/her efforts to improve his/her leadership skills.
- I will support the CEO in his/her executive role and, with my fellow board members, be involved in appraisal and appointment processes including seeking development opportunities for him/her.

Leaving the board

- I understand that substantial breach of any part of this code may result in my removal from the Board.

- Should I resign from the Board, I will inform the Chair in advance in writing and, except in exceptional circumstances and with the permission of the Chair, give 3 months notice and state my reasons for resigning. Additionally, I will participate in an exit interview.
- The Chair, subject to following agreed procedures, may terminate a Board member's appointment on the grounds of failure to attend meetings, of insolvency, of physical or mental incapacity, of criminal conviction or of conduct that, in the Chair's opinion, makes it inappropriate that he/she remains a Board member.
- Once I have left the Board, I will ensure that I maintain the confidentiality of matters discussed within the Board by not speaking or disclosing anything about, the work or workings of IPS, CILEx, Board members or staff.
- Once I have left the Board, I will ensure that all confidential papers in my possession are either destroyed or returned to the office, confirming in writing that I have done so.

Approved by the Board 30 September 2010

Last reviewed: January 2013

For review: January 2014



ILEX Professional Standards Ltd

Matters to be reserved to the Board

1. Strategy and Finance	
1.1	Responsible for the overall management of IPS, ensuring compliance with the objects of the Company
1.2	Approval of IPS's long term objectives and strategies. Any decisions relating to their implementation
1.3	Approve or amend budgets, including decisions on allocation of budget between individual programmes, operating costs and any central contingency in the light of guidance from the Chief Executive as to available resources.
1.4	Approve Protocols and methods of working with CILEx and other Stakeholders
1.5	Any decision, which alters a policy formally agreed by the Board
1.6	Strategic decisions when costs exposure in all current litigation totals £30,000, and strategic decisions in individual cases when costs in a case reach £20,000 and; thereafter, in either circumstance, as exposure to costs increase by £20,000.
1.7	Decisions on the adoption of risk management policies.
1.8	Receiving reports on and reviewing the effectiveness of the risk management processes.
1.9	Decisions on the allocation of unforeseen income to a particular budget.
1.10	Review of performance in the light of the agreed strategy, objectives, business plans and budgets and ensuring that any corrective action is taken
2. Regulations and control	
2.1	Responsible for ensuring the registration of the Company and the provision of information to Companies House, as requested
2.2	Making recommendations to CILEx to change/amend the Company's objects, M&As etc
2.3	Approval of standing orders and the schedule of matters reserved for the Board.
2.4	Referral of matters or issues to the LSB
2.5	Change or amend Standing Orders or reserved matters
2.6	Approve arrangements for dealing with complaints

2.7	Decisions on the creation, maintenance, terms of reference, leadership and membership of board committees.
2.8	Receive reports from board committees and ratify/reject any recommendations
2.9	Decisions to grant, or vary, power, role, responsibilities and authority levels to the Chief Executive; and in doing so specify by implication the ones that the Board reserves to itself.
2.10	Establish, review, amend approve key organisational policies
2.11	Approve protocols and MoUs between IPS and other organisations, review these where appropriate and approve revisions.
3. Appointments	
3.1	Decisions to appoint or remove senior staff following proper procedures agreed by the Board Members. Decisions on the timing of the appointment or removal of Directors.
3.2	Agree procedures for the effective evaluation of the Board and of individual Board Members
3.3	Approval and appointment of professional advisors and consultants and determine their remuneration
3.4	Decisions to appoint or remove the external auditors and to determine their remuneration
4. Contracts and Transactions	
4.1	Decisions to enter into any contracts of a gross value of more than £50,000, subject to the Chief Executive's advice.
4.2	Significant decisions relating to any transaction in which a Board member or a member of staff has a direct or indirect material interest.
4.3	Any matter where a Board Member or member of staff's personal interest might conflict with his, or her, duty to the IPS, e.g. procurement issues.
5. Disclosure	
5.1	The approval of the Annual Report and Accounts.
5.2	Decisions on when and how to make key information public
5.3	PR Policy and decisions around image
6. Education	
6.1	To approve new qualifications, their components and associated assessment methodology.
6.2	To approve any substantive changes to qualifications, their components and associated assessment methodology.
6.3	To approve qualification and experience criteria proposed for admission to any new regulated membership grade.
6.4	To approve experience criteria for admission to regulated membership grades.
6.5	To approve the policy for granting exemption from units or qualifications awarded by CILEx.

6.6	To approve the policy for accrediting, monitoring and withdrawing accreditation from centres providing courses for CILEx qualifications.
6.7	To approve CPD regulations and requirements for CILEx members, arrangements for monitoring compliance by members and recognised CPD activities.

Approved: by the Board on 12 February 2009 and amended January 2010

Last reviewed: January 2013

For review: January 2014



ILEX Professional Standards Ltd

Conduct and Administration of Meetings (Standing Orders)

Board Meetings

1. Board meetings are held at regular intervals with the time and place determined by the Board, and confirmed at each preceding meeting of the Board.
2. A calendar of Board and Committee meetings will be drafted before each calendar year for the following year's business for approval during autumn.
3. Additional meetings may be held at such time and place as may be determined by the Board.
4. At each meeting of the Board the minutes of the last meeting shall, if available, be taken as an agenda item and, if agreed to be accurate, signed as a true record by the Chair of the meeting. Minutes of the previous meeting will always be taken as an agenda item at scheduled meetings of the Board.
5. The agenda and papers for each meeting will normally be despatched to Board Members no later than six days before the meeting. Late papers shall be sent only in exceptional circumstances, and shall be considered only with the consent of the Chair.
6. At a meeting, the Chair shall preside. If the Chair is absent, the members in attendance shall choose one of their number to preside for that meeting.

Power to call Meetings

7. Any quorate group of Board Members can declare itself a Board meeting. However, other than in exceptional circumstances, Board Members will request additional meetings of the Board at any time through the Chair. The Chair and Secretariat will use best endeavours to arrange, within ten working days of such a request, a quorate meeting that the maximum possible number of Board members can attend.

Notice of Meeting

8. Once a meeting has been scheduled, a notice of the meeting, specifying the business proposed to be transacted, shall be delivered to every Board Member, or sent by post to the usual place of residence of each Member or to such other address as may be specified by the Member. This notice will be available to Board Members at least six clear days before the meeting; or if the meeting is called at short notice, then as early as possible before the meeting which, except in exceptional circumstances, should be at least 48 hours of notice must be given of a meeting.
9. An accidental omission to serve such notice on any Member shall not affect the validity of the meeting.

Quorum for meetings

10. The memorandum and articles of association of IPS Ltd identify that a quorum is 2 Board Members. Other than in exceptional circumstances to be agreed by the Chair, the Chief Executive should ensure that a minimum of 3 Board Members are present at each meeting, with at least one of these being an Independent Member and one a Professional Member.
11. There is the presumption that members will make best efforts to be physically present at meetings, but the Chair may agree to a particular meeting being conducted by video or telephone conferencing if a Board Member requests it in advance. For the avoidance of doubt, the presence of a Board Member by telephone or video conference constitutes attendance at the meeting, and, therefore, counts towards the quorum.
12. The rules on the quorum apply throughout the meeting, for example when the numbers present change as a result of members arriving late, leaving early or declaring an interest. The Secretary shall keep a note of attendance, including any changes, which take place during the meeting. If a meeting is at risk of becoming inquorate, the Secretary shall immediately inform the Chair.
13. Whilst it is possible for an inquorate meeting to continue in respect of items purely for discussion, it does not constitute a meeting of the Board and no business decisions can be taken by an inquorate meeting. Specifically, Board Members cannot, when inquorate, exercise statutory discretion. Nor do the opinions expressed or conclusions reached, by an inquorate meeting, constitute those of the Board.

Resolutions

14. Decisions of the Board shall be taken and recorded in the Minutes of that meeting.
15. The Board will normally reach decisions by consensus. However, if any resolution or other question is put to the vote at a meeting, it shall be

determined by a majority of the votes of the Members present and voting on the question, and shall be decided on a show of hands.

16. In the case of equality of votes, there is no casting vote.
17. Any member may require their vote, or the fact of their abstention, to be recorded in the minutes of a meeting. However, a declaration by the person presiding at the meeting that a resolution has been carried or not, and an entry to that effect made in the minutes of a meeting, shall be conclusive evidence of the fact, without proof of the number of votes recorded in favour of, or against, the resolution.
18. A resolution (i.e. any formal decision by the Board) may be rescinded or varied at any subsequent meeting of the Board. However, where possible this will not be done unless its reconsideration appears on the agenda for that meeting. A resolution should not normally be overturned or varied, for instance, simply as part of discussions of matters arising from previous minutes. The subject matter must appear as a substantive item on the agenda, including the fact that there is a proposal to vary or rescind a previous decision and the reasons for that proposal.

Register of Attendance

19. The names of the person presiding and other Members present at a meeting shall be recorded. Members attending by video or telephone link will be identified as such.

Minutes

20. The minutes of the proceedings of each meeting shall be drawn up and submitted for agreement at the next ensuing meeting of the Board where, if affirmed as a correct record, they will be signed off by the person presiding at the meeting. If, exceptionally, no staff member is available to take a note of the meeting, one of the Board Members present shall be nominated to take a minute of the meeting and it will be supplied to the Secretary of the Board to be held as part of the record.

Briefing papers between meetings

21. The Executive will send update briefings to Board Members, in the format of Agenda Papers and with the appropriate Item Number, as necessary between meetings. Wherever possible, no more than one briefing by correspondence will occur between any two meeting dates.

Agreement by correspondence

22. It may be necessary for the Board, between meetings, to agree items by correspondence. This procedure will be adopted only in exceptional

circumstances when necessary and with the prior approval of the Chair on behalf of the Board. The procedure will be as follows:

- If there is an issue requiring the Board's support/agreement, Board Members will be asked to sign and date a declaration, **if** they are in agreement with the recommendation.
 - If there is more than one option/recommendation, the Board shall be asked to choose the preferred option and sign and date a declaration confirming this.
23. Exceptional circumstances will be matters that are judged by the Chair and Chief Executive as too urgent to await the next Board Meeting.
24. The Secretary to the Board will keep a full record of any items agreed by correspondence and these will be confirmed and minuted in the next meeting of the Board.

Handling conflicts of interest

25. The Chair, and other Board Members, should declare any personal or business interests that may conflict, or give the appearance that they may conflict, with their responsibilities as Board Members. The guidance that follows is intended to ensure that such conflicts are identified at any early stage so that appropriate action can be taken to resolve them. It is also intended to ensure that Board Members do not profit personally from the position of Board Member, including using for personal gain information or opportunities obtained as a result of being a Board Member. Board Members are required to keep a Register of Interests and to register any gifts and hospitality. Guidance on gifts and hospitality forms part of the Code of Practice.
26. For the avoidance of doubt, the inclusion of an Interest on the Register does not remove the requirement for it to be declared at a meeting.

Declarations of interest

27. Board Members should not participate in the discussion or determination of matters in which they have a direct pecuniary interest, which is particular to them, ie, Professional Members may take part in debates and decisions relating to general CILEx matters, such as subscription rates, without declaring an interest or leaving the Board meeting.
28. When an interest is not of a direct pecuniary kind, Board Members should decide whether consideration in the discussion or determination of a matter would suggest a real danger of bias. This should be interpreted in the sense that Board Members might unwittingly or otherwise unfairly regard with favour, or disfavour, the case of a party to the matter under consideration.

29. In considering whether a real danger of bias exists in relation to a particular decision, Board Members should take into account:
- whether they, a close family member, or person living in the same household, or a firm, business or other organisation with which the Board Member is connected, are likely to be affected by more than the generality of those affected by the decision in question.
 - whether they, a close family member, or person living in the same household, or a firm, business or other organisation with which the Board Member is connected, has an involvement with the decision in another capacity which might prejudice, or be perceived to prejudice, the decision making.
30. When a Board Member personally benefits, in a similar capacity to any other member of the public, from something that is being discussed, there will not normally be a need to declare an interest. However, there may be occasional circumstances where a Board Member feels that there is a danger of perceived bias in their decision-making and, therefore, may choose to declare an interest.
31. On receipt of an agenda and papers for a meeting, Board Members should alert the Chair to any items where they are considering declaring an interest, in order to resolve any uncertainties in advance. This enables staff to establish if the scheduled meeting is likely to become inquorate during its course.
32. At the start of each Board and Committee meeting, Board Members will be asked to declare any interests. This will be a regular, standing item on the agenda for each meeting.
33. In the meeting, Board Members should declare any interests as soon as possible after the meeting begins. Where Board Members do not participate in the discussion or determination of a matter, they should normally withdraw from the Board meeting at all points in the meeting where that matter is discussed. This is because the continued presence of someone who has declared an interest might be thought likely to influence the judgement of the other Board Members present.
34. Where Board Members sit on a committee, the same procedures apply where the committee is being asked for advice prior to a decision being taken by the Board. If a Board Member would expect to declare an interest when an item is presented to the Board for decision, they should declare that same interest when the same item comes to committee for advice.

Conduct of Committee Meetings

35. The Board may establish any committee or working party for any such purpose as it considers appropriate and determine the powers, terms of reference and timescale of any such committee or working party.
36. Committees must include at least one member or employee of the Board, but may also include persons who are neither members nor employees. The conduct of committee meetings will be regulated in the same manner as Board Meetings.

Minuting Policy

37. In the interests of transparency, IPS formally present its approved minutes (excluding minutes of discussions deemed by the Board to be confidential) to the CILEx Council, will publish the approved minutes on the website and will make copies available to enquirers.

Register of Decision items/Board and Committee Meeting follow up

38. IPS keeps a Register of Decision Items for each Board and Committee meeting. The Register is updated after each meeting and it is a useful reference document to accompany the full minutes of Board and Committee meetings. If any Board/Committee member wishes to have a copy of the most up to date register, they can obtain this from the Secretary to the Board.
39. Each set of minutes has an action sheet appended. The action sheet reflects agreed actions from that meeting and the required follow up.

Public access to IPS information

40. IPS does not operate within the auspices of the Freedom of Information Act.

Claiming of Expenses

41. Members of the Board are entitled to claim expenses incurred in respect of carrying out Board business. Expenses that are incurred should be appropriate and value for money and detailed guidance is provided in the CILEx's Financial and Administrative Procedures. All claims should be submitted on a claim form and supported by receipts. In the exceptional circumstances where a receipt is not available, full details in respect of the expense should be provided. Claims should normally be submitted on a monthly basis and a claim will not be paid if it is submitted more than three months after it has been incurred. Claims will be settled by BACs transfer into the Board Member's bank account.

Gifts and Hospitality Register

42. The upper limit on the value of gifts, which may be accepted by staff or members of the Board, is set at £25. Board Members should normally refuse to accept any gift offered to them personally unless it is of negligible value or is a promotional item of a value under the £25 ceiling. Presentational items may be accepted by the Chief Executive who will keep a register of such gifts and ensure that they are displayed or used appropriately by IPS/CILEx.
43. Board Members should accept offers of hospitality only if there is a genuine benefit to the IPS, through the opportunity to impart or receive information or to represent the IPS in the community, or where a meal is in the nature of a working lunch or representational dinner. All hospitality received should be notified to the Chief Executive, who will enter it in a register.
44. If a Board member has any doubt about the propriety of accepting a gift or an invitation, they should consult the Chair.
45. The Register of Gifts and Hospitality is open to public inspection.
46. In complying with paragraphs 42 to 45, Board Members are to have regard to the CILEx Group Anti-Bribery Policy.

Approved by the Board: 13 December 2010

Last reviewed: January 2013

For review: January 2014

IPS Strategy 2013 to 2018

Statement of Intent

In 2018, IPS is the regulator of choice for a range of legal professionals and businesses, being the leading body in emerging areas. It has a reputation within its regulated community, with stakeholders and with consumers as a proportionate and risk based regulator promoting, securing and maintaining proper standards of conduct and behaviour in the public interest.

IPS will be working within a competitive legal services market with providers who are developing innovation in service delivery, to provide quality services at an affordable price, with a diverse workforce reflecting the communities it serves.

Overriding Principles

In delivering the statement of intent, IPS will:

- Act in accordance with the regulatory objectives and the professional principles set down in legislation
- Promote the rule of law and the administration of justice
- Follow best practice in professional regulation
- Manage risk actively, assessing this before proceeding with any new developments
- Work closely with the LSB, the Legal Services Consumer Panel, CILEx and other stakeholders
- Keep consumers needs and the public interest at the heart of our thinking
- Engage appropriately with consumers of legal services and assure quality for them
- Engage appropriately with our regulated community, supporting them in meeting their obligations under the legislation
- Act proportionately, targeting risk
- Maintain clear independence of sectoral interests
- Be open and transparent in its communications
- Support the diversity of the legal profession and enable social mobility
- Demonstrate proper governance and value for money

Key Developments 2013 to 2018

The Board has identified a series of key developments required over the period of this strategy to meet the statement of intent, and highlighted those activities to be undertaken by 2015, as follows:

Development to 2018	Key activities to 2015
<p>1. Outcomes Focussed Regulation</p> <p>All individuals and businesses regulated by IPS are delivering services to the standard the courts, consumers and the public are entitled to expect, across a diverse legal services market.</p> <p>IPS ensures regulation delivers its regulatory objectives, professional principles and consumer outcomes;</p> <p>In particular:</p> <ul style="list-style-type: none"> • Education, training and accreditation arrangements ensure that appropriate standards of competence are achieved and maintained. • All those authorised and regulated by IPS exercise the privileges and responsibilities which are appropriate to their authorisation or accreditation. • Those authorised or regulated by IPS meet the standards of professional conduct and competence that consumers are entitled to expect. 	<ul style="list-style-type: none"> • Finalise the applications to the LSB for additional rights and ancillary matters, having obtained stakeholder support and develop robust implementation plans. • Secure LSB approval for work-based learning scheme for qualification as a Chartered Legal Executive during 2013 and implement during 2013/14. • Evaluate the viability of becoming a licensing authority and regulator of special bodies and thus develop licensing and special bodies regulation applications during 2013 with a view to approval in early 2014. • Discuss with relevant bodies, the provision of regulatory services and practice rights for potential new CILEx members. • Guide CILEx on regulatory issues affecting education, training and accreditation arrangements. • Implement the arrangements for regulating CILEx members and practices which provide immigration services and for regulating non members providing immigration services on behalf of CILEx members and practices, ensuring robust transitional arrangements are in place. • Develop a Marketing Strategy for implementation in late 2013, based on an analysis of developments in the consumer and legal market, so as to focus developments using Oxera segmentation during 2014. • Increase the profile of IPS as a risk based regulator. • Continue to work with stakeholders to develop enhanced models of regulation within the legal sector. • Keep operation of the Code and our other regulatory documents under review. • Regularly mapping our work back to regulatory objectives.

<p>2. Supervision</p> <p>IPS has a robust, risk based, supervisory framework that is consistent and tailored to the respective regulated communities and is:</p> <ul style="list-style-type: none"> • Responsive to changing conditions, encouraging a diverse market • Focussed on identified risks, proactive as well as reactive, and on identifying new developments in legal regulation, assessing the threats and risks as well as the opportunities • Transparent and open, responsive to regular review and to lessons learned from other regulators. • Able to identify new developments in legal regulation, assessing the threats and risks to the regulatory objectives and professional principles as well as the opportunities. • All professionals are able to demonstrate that they have maintained competence and stayed up to date throughout their careers. 	<ul style="list-style-type: none"> • Build on current applications to provide a solid foundation for the implementation of the licensing of Alternative Business Structures in 2014. • Review the results of the pilot continuing professional development scheme, and move to full implementation of the scheme in October 2013, with robust monitoring arrangements in place in 2014. • Use information on risks from the sector and from insurers to target the supervisory process. • Implement the annual return process for entities.
<p>3. Understanding of consumers and stakeholders</p> <p>IPS has effective systems and processes in place to ensure that:</p> <ul style="list-style-type: none"> • It understands the needs and requirements of consumers of legal services and uses the information gained to inform evidence based policy development. 	<ul style="list-style-type: none"> • Work closer with the Legal Services Consumer Panel and LeO, learning from their research, plans and/or processes, to provide additional support and information for CILEx members and entities. • Implement consumer engagement plan. • Continue to consult with consumers and other stakeholders in order to inform policy development. • Continue to make a full contribution to the Joint Advocacy Group,

<ul style="list-style-type: none"> It maintains a register of those who are authorised and regulated, which is responsive, accurate and up to date, and allows consumers to access the status, specialism, rights and fitness to practise history of those listed. It maintains positive relationships with stakeholders, meeting their expectations. 	<p>meeting the objectives set by the LSB.</p> <ul style="list-style-type: none"> Following full participation in the SRA-led education and training review, ensuring implementation of provisions to meet the recommendations. Continue to develop arrangements for working together with other legal service regulators Implement client protection proposals and develop the consumer reference website.
<p>4. Compliance and Enforcement</p> <p>IPS has a robust, but proportionate, policies and procedures in place that:</p> <ul style="list-style-type: none"> Target serious breaches that undermine consumer and public confidence in legal services, providing deterrence as well as punishment. Deals effectively and efficiently with those it regulates, whose professional conduct, competence or state of health may call into question their continued registration. Ensures a transparent process that encourages compliance, but where enforcement is needed is fast and fair, complies with best practice, and ensures appropriate publicity. 	<ul style="list-style-type: none"> Finalise changes to IDAR in preparation for the implementation of new practice rights in 2013/14. Continue to monitor key performance indicators to ensure that the processes are effective and timely. Keep abreast of case law in this area, revising policies and procedures to be compliant. Update interventions/practice management arrangements to meet the new regulatory remit.
<p>5. Capacity and Capability</p> <p>IPS conducts itself in accordance with best practice in organisational governance by:</p> <ul style="list-style-type: none"> Regularly reviewing its capacity and capability, building additional capacity in key 	<ul style="list-style-type: none"> Ensure that all the relevant authorisation, supervision, compliance, enforcement and client protection bodies are in place as necessary. Arrangements in place for Board renewal in 2013/14 and succession plans in place for the Chairman and Chief Executive.

<p>development areas.</p> <ul style="list-style-type: none"> • Ensuring that Board members are appointed on merit and keep their skills and knowledge up to date, taking part in regular appraisals and training as appropriate; • Ensure that Board members have the ability to challenge and hold the Executive to account, whilst demonstrating regulatory independence. • Planning for changes in organisational focus and delivery requirements through an effective succession plan. • Continuing to manage its business effectively, ensuring that its performance is regularly monitored against priorities set by the Board. 	<ul style="list-style-type: none"> • Further develop financial planning and models for the future. • Ensure that capacity and capability is in place during 2013 to meet changing organisational needs, keeping this under review and amending as necessary. • Rolling 3 year budgets in place for 2013/15.
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