



CTLPA

CAPE TOWN LEGAL
PROFESSIONALS ASSOCIATION

MEMBERSHIP AND PROFESSIONAL CONDUCT

Code of Ethical Conduct

The standards and responsibilities
accepted by members

For adoption
9 October 2026

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This Code sets out the standards to which Members of the Cape Town Legal Professionals Association agree as a condition of membership, having regard to their respective qualifications, professional roles and responsibilities, and establishes the procedures through which those standards are applied. It supports responsible professional conduct, constructive participation and public confidence, and must be adopted in accordance with the Memorandum of Incorporation before it takes effect.

1 Authority application and meaning

1.1 In this Code, the following terms bear the meanings set out below:

“CTLPA” or “Association” means Cape Town Legal Professionals Association NPC once incorporated;

“MOI” means its Memorandum of Incorporation;

“Member” has the meaning given in clause 1.7.5 of the MOI;1.7

“Legal Professional” has the meaning given in clause 1.4 of the MOI;1.4

“Legal Practitioner” has the meaning given in clause 1.2.3 of the MOI;1.2

“Candidate Legal Practitioner” and **“Pupil”** have the meanings given in clauses 1.2.4 and 1.2.5 of the MOI, while **“Student Member”**, **“Supporting Member”** and **“Corporate Member”** have the meanings given in clauses 5.4.1, 5.4.2 and 1.7.4, read with clause 5.4.3, of the MOI, respectively;1.25.4.15.4.2

“Recognised Legal Qualification” has the meaning given in clause 1.3 of the MOI;1.3

“Primary Area” has the meaning given in clause 1.6 of the MOI;1.6

“Board” has the meaning given in clause 1.1.5 of the MOI; and1.1

“Business Day” has the meaning given in clause 1.7.6 of the MOI.1.7

The Code applies to both voting and non-voting membership, and its requirements must be read according to the Member’s actual status and activities.

1.2 For membership purposes, a Legal Professional includes an admitted and enrolled attorney or advocate, a Candidate Legal Practitioner, including a Pupil, undertaking recognised practical vocational training, or a holder of a Recognised Legal Qualification, including an LLB graduate, whether engaged in private practice, government, in-house work, academia or research, or unemployed, retired or taking a career break. Eligibility remains subject to the

qualification requirements in clauses 1.2.3 to 1.4, 5.2 and 5.3 of the MOI and the application procedures in clauses 6.1 to 6.4 of the MOI, which prevail in determining whether a person qualifies for membership.1.21.55.25.36.16.4

- 1.2.1 Student Members, Supporting Members and Corporate Members may be admitted within the non-voting class in accordance with clauses 5.4 to 5.5 of the MOI, and this Code applies to their participation according to their actual status and activities. A Corporate Member may attend open Members' meetings through an authorised representative and use approved CTLPA identification or branding only within the express permission granted under clauses 5.4.5 and 5.4.6 of the MOI. None of these categories confers a vote, an entitlement to appoint or elect directors, or a right to interfere with the Association's independent decisions.5.45.4.2
- 1.3 The Code applies to participation in CTLPA, the use of its identity and resources, professional activities relevant to these standards, and other conduct having a material and demonstrable bearing on honesty, suitability for membership or the safety and rights of persons affected by CTLPA activities, but does not regulate unrelated private choices or require agreement with a particular political, religious or professional opinion.
- 1.4 Applicable legislation, binding professional rules and court orders prevail over the MOI and this Code, and the MOI prevails over this Code, which supplements those requirements and must be applied reasonably and proportionately, having regard to the Member's qualifications, authority, role, responsibilities and circumstances. A provision addressed to a practitioner in a particular capacity does not, by reason of membership, impose that practitioner's statutory duties on an unadmitted graduate.
- 1.5 A Member who identifies an actual inconsistency must comply with the binding requirement and raise the inconsistency with CTLPA without making an unlawful disclosure, it being understood that membership creates no admission, enrolment, right of appearance, practising entitlement, professional accreditation, insurance or legal professional privilege.
- 1.6 CTLPA's primary area comprises the entire Western Cape, including the City of Cape Town and the West Coast, Cape Winelands, Overberg, Garden Route and Central Karoo, and its standards apply equally to Members in Somerset West, Simon's Town, rural communities and other parts of that area, as well as to their participation elsewhere. CTLPA exercises only its membership powers and does not assume or replace the authority of a court, the LPC or another regulator.

2 Honesty qualifications and professional descriptions

- 2.1 A Member must act honestly and provide accurate information concerning qualifications, admission, enrolment, practising status, employment, experience and authority, and must neither fabricate credentials, testimonials, references, research, authorities or achievements nor knowingly allow a materially misleading description to remain uncorrected.
- 2.2 Professional descriptions must distinguish practising and non-practising attorneys or advocates, referral advocates and advocates authorised to receive direct instructions, conveyancers, notaries, candidate attorneys, Pupils, graduates, Student Members and persons admitted abroad; an in-house title must be accompanied by an accurate indication of admission status where its omission would mislead, and an LLB graduate or student who is not admitted must not be presented as an admitted Legal Practitioner.
- 2.3 A Member must notify CTLPA within 10 Business Days of learning of a material change to qualifications, admission, enrolment, practice restrictions or another fact affecting eligibility or a published profile, provided that an inaccurate claim capable of misleading a client or the public must be corrected promptly and may not remain uncorrected until the expiry of that period.
- 2.4 The CTLPA name, membership description and authorised badge may be used only within the permission granted and while membership remains current, and may not imply that CTLPA has approved the quality of a particular service, guarantees an outcome, provides fidelity protection or authorises work reserved by law; any promotional claim must be capable of substantiation.
- 2.5 Where disclosure of a disciplinary matter is required, the Member must distinguish an allegation from a finding and identify whether the matter is pending, decided, appealed or set aside, and may not conceal suspension or striking off by changing the membership or occupational description.

3 Competence responsibility and service

- 3.1 A Member must undertake work only within the Member's lawful authority, competence and reasonable capacity, obtain appropriate supervision or assistance where required and make material limitations clear, and must not undertake work reserved by law without the necessary admission, enrolment or other authority.
- 3.2 In work undertaken professionally or for CTLPA, the Member must identify the scope of the instruction or assignment, the respective responsibilities, deadlines

and any fee or expense arrangement, communicate material changes, maintain appropriate records and attend diligently to the commitments accepted.

- 3.3 Communications must be clear, courteous and reasonably prompt in the circumstances, and a Member must explain material delays, avoid assurances beyond the Member's control and take reasonable steps to protect those affected if unable to continue an accepted task.
- 3.4 Members must maintain the knowledge and skills relevant to their work, including applicable law and rules, ethical responsibilities and the reliable use of their systems, and must address a professional error honestly, obtaining appropriate advice and giving notification where required, without altering or concealing records to obscure the error.
- 3.5 Membership does not oblige a Member to accept every instruction, provide unlimited unpaid assistance or act outside the Member's competence, although any refusal, referral or withdrawal must comply with the duties applicable to the Member's role and existing mandate.

4 Administration of justice and professional dealings

- 4.1 A Member must not knowingly mislead a court, tribunal, regulator, client, employer, colleague or CTLPA in a material respect, and must not fabricate or falsify testimony, documents, records or other material relied upon as proof, destroy or conceal material that must lawfully be preserved, procure a false statement or abuse a professional position to obtain an improper advantage.
- 4.2 A Member must observe the duties applicable to the administration of justice and respect the independence of decision makers, while remaining entitled to criticise judgments, institutions, legislation and professional bodies lawfully, provided that such criticism distinguishes established facts from allegations and is not used to threaten or harass.
- 4.3 A Member may give a professional undertaking only with proper authority and a reasonable basis for performance, and must promptly address any inability to fulfil it, without disregarding the undertaking for convenience or commercial advantage.
- 4.4 Members participating in shared work must acknowledge the contributions of others, respect lawful intellectual property rights and avoid plagiarism, while any genuine professional disagreement should be addressed on its merits without personal intimidation or retaliation.

5 Independence interests and conflicts

- 5.1 Before participating in a CTLPA decision, appointment, publication, project, complaint, sponsorship or procurement process, a Member must disclose any relevant actual, potential or reasonably perceived conflict, including a personal, family, employer, firm, client or business interest, to an extent sufficient for a proper decision while preserving lawful confidentiality.
- 5.2 A disclosed conflict must be assessed by unconflicted persons, who may require withdrawal, limited access, independent review, an alternative appointment or refusal of the proposed arrangement, since disclosure alone does not render a prohibited conflict permissible and consent may be relied upon only where it is legally effective and sufficient.
- 5.3 No Member may use CTLPA information or office to obtain an undisclosed private advantage, divert an opportunity improperly, favour a connected person or influence an admission or complaint for personal reasons, or approve a payment or appointment in which the Member has an interest that has not been assessed.
- 5.4 Directors must comply separately with the Companies Act and clauses 10.4, 10.4.1, 11.5 and 11.7 of the MOI, including the requirements for disclosure of personal financial interests and recusal, and must discharge their duties to the Company independently; approval by an employer, firm, Bar or sponsor does not entitle another person to direct a director's vote or override the director's independent judgment.9.310.110.411.5
- 5.5 A Member whose duties of confidentiality to a client or employer prevent adequate disclosure must seek an arrangement that avoids the conflict, including withdrawal where necessary, since CTLPA membership does not authorise disclosure of another person's protected information.

6 Referrals marketing and fair competition

- 6.1 Members must comply with the advertising, receipt-of-instructions, referral, fee-sharing and other professional rules applicable to their category, must not offer, pay, receive or conceal an improper inducement for legal work, and must ensure that a referral respects the client's interests, freedom of choice and the applicable professional rules.
- 6.2 Membership does not require the use of a nominated firm, the transfer of work to another Member or the purchase of an affiliated service, and CTLPA must not

be used as an undisclosed arrangement for selling instructions or rewarding office bearers according to work obtained by their practices.

- 6.3 Members must not use CTLPA to fix or recommend minimum professional fees or discounts, coordinate future pricing, allocate clients or territories, arrange collusive tenders or organise an unlawful collective refusal to deal, and must not exchange commercially sensitive information where doing so would unlawfully restrict competition.
- 6.4 Members remain free to compete lawfully, market their services within applicable rules and belong to other associations, provided that educational discussion of published tariffs, costs law and lawful fee arrangements does not become an agreement on the prices that Members will charge.
- 6.5 CTLPA listings, events and resources must identify paid promotion or sponsorship where material, and access to a directory or introduction must not be presented as a guarantee of competence, availability or professional standing.

7 Conveyancing

- 7.1 A Member acting as a conveyancer must be duly admitted and enrolled for that work, and must not permit the use of the Member's name or CTLPA status to disguise the absence of a qualified practitioner; a firm's advertising and staffing arrangements must comply with the binding requirements for offering conveyancing services.
- 7.2 The Member must preserve independent professional judgment despite pressure from estate agents, developers, lenders, introducers or commercial partners, and must clearly identify the client, mandate, instructions and any limits of the retainer, without detracting from duties owed to other persons under law or an undertaking.
- 7.3 The Member must not participate in an unlawful referral fee, commission, kickback or inducement arrangement, or use CTLPA connections to impose a conveyancer improperly, and any arrangement with an introducer must be assessed against current LPC requirements and the parties' lawful choice of practitioner.
- 7.4 Reasonable verification must address identity, capacity, authority, instructions and payment details, and any change of bank details must be checked through an independently verified communication channel before payment, while material inconsistencies, suspected fraud or unusual pressure must be investigated and escalated as the circumstances and law require.

- 7.5 The Member must explain material process dependencies, avoid promising a registration date or outcome outside the Member's control, and handle funds, guarantees, documents and reporting in accordance with the actual mandate and applicable law; nothing in this Code imposes a duty to represent opposing parties equally or diminishes duties owed to the client.

8 Notarial work

- 8.1 A Member performing notarial work must hold the required admission and enrolment, act within that authority, and refrain from certifying, authenticating, witnessing or attesting a fact that the Member has not properly established in the manner required for the act.
- 8.2 The Member must attend to the identity and authority of the parties, relevant capacity and consent, the nature of the instrument and its applicable execution, attendance, witnessing, oath and record requirements, and must arrange appropriate assistance where there is a language or comprehension concern, without substituting an interested person's wishes for those of the party.
- 8.3 Dates, places, appearances, signatures and certifications must accurately reflect what occurred, and a Member must not backdate an act, leave material facts to be supplied after an attestation or use another person's appearance as though the required personal appearance had occurred.
- 8.4 Video attendance, electronic signatures and electronic documents may be used only where lawful for the particular instrument and act, since convenience or a platform's technical capability does not establish validity, and the required protocols, originals, copies and supporting records must be securely maintained.
- 8.5 Commercial pressure, urgency, familiarity with a client or payment of a fee does not justify dispensing with a required formality or certifying an uncertain fact.

9 In house counsel and legal advisers

- 9.1 A Member in an in-house legal role must identify the organisation served, the capacity in which advice is given, and the distinction between the organisation's interests and the personal interests of its directors, managers, employees or shareholders.
- 9.2 The Member must distinguish legal advice from commercial or administrative input where material, preserve the professional independence appropriate to the role and give an honest assessment of legal risk, and must resist and address

through appropriate lawful channels any instruction to conceal, falsify or materially misstate facts or to assist unlawful conduct.

- 9.3 Serious concerns must be escalated to the appropriate person or governance body where required, having regard to confidentiality, employment duties, applicable reporting obligations and the Member's professional status, without construing this Code as requiring indiscriminate disclosure outside the organisation.
- 9.4 Confidential information and any applicable legal professional privilege must be protected, bearing in mind that privilege depends on the law and facts, including the function and purpose of a communication, and that neither an in-house job title, an LLB nor CTLPA membership renders every communication privileged.
- 9.5 An admitted in-house practitioner remains subject to the LPC requirements applicable to that status, while an unadmitted Member must accurately describe the role and qualifications, work within lawful authority and arrange appropriate specialist or external assistance where necessary.

10 Advocates candidates graduates and academic members

- 10.1 An advocate must comply with the rules applicable to the form of practice actually authorised, including referral or direct-instruction requirements and restrictions on holding money, and must ensure that a directory entry accurately identifies that status without suggesting that all advocates may accept instructions directly from the public.
- 10.2 A Candidate Legal Practitioner, whether serving as a candidate attorney or Pupil, must accurately describe the training status and act within the authority, appearance rights and supervision arrangements lawfully applicable to that status, and must not be presented as independently admitted or used to avoid the duties of a principal or supervisor. CTLPA participation does not replace a recognised training contract, required coursework, an assessment or any other condition imposed by the LPC or applicable law.
- 10.3 A graduate may contribute research, education, policy work, projects and other lawful services suited to the graduate's competence, provided that the absence of admission is identified where relevant, the graduate does not hold out as an attorney, advocate, conveyancer or notary, and reserved work is not undertaken without the required authority; these requirements do not characterise all legal information or every form of document preparation as reserved work.
- 10.4 A Member admitted in a foreign jurisdiction must identify that jurisdiction and any limits on South African practice rights, since CTLPA's acceptance of

supporting qualification records establishes eligibility for membership without conferring any additional practising entitlement.

- 10.5 Academic and research contributions must identify sources accurately, acknowledge material limitations and distinguish general information from advice under a particular professional mandate, and Student Members and Supporting Members must state their status accurately and observe the same standards of honesty and appropriate authority. A Student Member may assist with research, public education, mentoring activities and other suitable projects within the student's competence and under appropriate oversight, without being presented as an admitted practitioner or as a Candidate Legal Practitioner merely by reason of enrolment or CTLPA membership.

11 Respect equality and persons requiring assistance

- 11.1 Members must treat others with dignity, refrain from unfair discrimination, harassment, sexual harassment, threats, intimidation or exploitation of junior status, and apply relevant and fair criteria when selecting persons for projects and opportunities.
- 11.2 A Member in a position of authority must provide appropriate supervision and feedback, respect reasonable boundaries and not demand personal favours, unpaid private work or silence about misconduct in exchange for access to training or professional opportunities.
- 11.3 In dealing with older persons, persons with disabilities, people facing language barriers or others needing assistance, the Member must take reasonable steps appropriate to the role to support understanding, access and freely expressed decisions, without treating age or disability alone as proof of incapacity.
- 11.4 Members should support access to justice, mentoring and professional development within their capacity and agreed commitments, although membership does not impose a general quota of unpaid work, a compulsory political position or an obligation to participate in every cause advanced by a portfolio.
- 11.5 Good-faith disagreement, lawful criticism, complaints and protected disclosures must not attract retaliation or be treated as disloyalty merely because they concern CTLPA or an office bearer or are adverse to their interests.

12 Confidentiality information and security

- 12.1 A Member must protect confidential and personal information entrusted to the Member, use it only for a lawful, authorised purpose, and refrain from sharing client, employer, complainant or other protected information through CTLPA unless entitled to do so; only information reasonably necessary for the purpose should be supplied.
- 12.2 CTLPA participation, a confidentiality undertaking or a forum restricted to Members does not itself create legal professional privilege, and where sensitive material is needed, anonymisation, redaction or an appropriate authorised process should be considered before disclosure.
- 12.3 Reasonable security must include appropriate access controls, authentication, secure storage and transmission, reliable backups where needed and verification of unusual instructions, and access granted for a particular role must end or be adjusted when that role changes.
- 12.4 A suspected loss, unauthorised disclosure or compromise of CTLPA information must be reported promptly to the designated information officer or responsible person, and the Member must preserve all relevant records, communications and other material concerning the incident, cooperate with containment and avoid misleading statements. CTLPA must assess the incident and make any notifications required by law, without treating internal reporting as a substitute for an individual's own legal duties.
- 12.5 Members must not scrape, sell or repurpose membership data for unsolicited approaches or sponsor campaigns, and optional public directory listings and newsletter or marketing preferences must be administered separately from the statutory register and acceptance of this Code, without prejudice to statutory inspection and disclosure rights.
- 12.6 Confidentiality continues after membership or office ends, subject to lawful disclosure and reporting requirements and duties to preserve or produce relevant material, and records must be retained or destroyed under a proper retention process which complies with applicable preservation obligations and retains relevant complaint records.

13 Technology and artificial intelligence

- 13.1 A Member remains responsible for work produced with software, automated systems or artificial intelligence, and must, before relying on material output,

check the facts, legal authorities, quotations, calculations and conclusions to a degree appropriate to the task and its consequences.

- 13.2 Confidential, privileged or personal information must not be entered into an external system without a lawful basis, appropriate authority and safeguards, and the Member must consider access, retention, use for model training, security and any cross-border processing relevant to the information.
- 13.3 Generated or automated material must not be presented as verified legal guidance without an appropriate review, and fabricated authorities, invented quotations or unsupported statements must be corrected, with material errors addressed with those affected where required.
- 13.4 A Member must consider material limitations, unfair outcomes and the need for human assessment before using an automated recommendation or decision, while matters requiring professional judgment remain the responsibility of a competent, authorised person.
- 13.5 The use of software, automated systems or artificial intelligence must be disclosed where required by law, a court direction, the mandate or the material effect on the service, although routine spelling or formatting assistance does not, by itself, require separate disclosure under this Code; the degree of control must correspond to the risk and purpose of the tool.

14 Website publications and the members directory

- 14.1 Content produced for CTLPA must identify the author or responsible editor, publication date and material sources or sponsorship, and material legal statements must be checked before publication, with relevant limitations made clear and without implying that a general resource creates an individual attorney-client relationship.
- 14.2 An official CTLPA position requires the approval or delegated authority prescribed by the Board, and a Member must identify personal views as such and may not purport to speak for CTLPA merely by virtue of membership or responsibility for a portfolio.
- 14.3 Material errors must be corrected promptly, with an appropriate correction notice where readers may have relied on the earlier version, and copyright, attribution, confidentiality and data protection requirements must be respected.
- 14.4 Directory participants must verify their own entries and promptly update them when their particulars change, while CTLPA must clearly identify each participant's professional status, distinguish the internal membership register

from any public professional listing and ensure that a graduate entry or membership badge does not imply practising rights.

- 14.5 Newsletter distribution and optional marketing must observe applicable legal requirements and the recipient's choices, and sponsors may not acquire the membership database as a consequence of sponsorship, while a request to remove an optional public listing does not itself terminate membership.
- 14.6 A public resource or event may contain different professional views, and editorial decisions must be made on relevant grounds without suppressing good-faith criticism simply to protect an office bearer or sponsor.

15 Sponsorship corporate relationships and funds

- 15.1 A Member proposing a sponsor, Corporate Member, service provider, corporate relationship or social investment project must disclose relevant connections and obtain the required written approval before making a commitment in CTLPA's name, with terms that identify the purpose, obligations, use of funds, benefits, reporting and any publicity. Admission of a Corporate Member is a separate decision for the Board under clauses 5.4.3 and 5.4.4 of the MOI and may not be assumed from an offer of sponsorship.
- 15.2 A donor or sponsor must not control membership admission, a disciplinary outcome, the independent substance of a legal submission or the selection of a connected supplier, and material support and related interests must be disclosed appropriately. Corporate Members have no voting rights, and an invitation to attend a meeting does not entitle a Corporate Member to participate in a confidential or reserved matter or direct a Board decision.
- 15.3 Money and property received for CTLPA must be accounted for and transferred through its authorised systems, without using personal accounts to receive Company funds, and all expenditure must be authorised, supported and consistent with the purpose for which the funds were received. Expenditure, contractual commitments and related transactions must also comply with the R5,000.00 approval threshold, aggregation requirements, unconflicted director approvals and written records prescribed by clauses 13.2.1 to 13.2.6 of the MOI.
- 15.4 No Member may receive an undisclosed commission, rebate or private benefit from a CTLPA transaction, although reasonable approved remuneration for separate services and reimbursement of proper expenses remain permissible subject to clauses 4.3 to 4.6 and 13.2 to 13.2.6 of the MOI and applicable law.4.24.4

- 15.5 Subscriptions, sponsorship and donations must be described according to their substance, and no representation concerning tax deductibility, section 18A approval or recognition of service hours may be made unless it is accurate and supported by the relevant approval and conditions in accordance with clauses 13.2 to 13.3 and 14.1 to 14.4 of the MOI. 14.114.714.10
- 15.6 A financial services or other portfolio constitutes a subject area for lawful CTLPA work and does not authorise regulated advice, product distribution, intermediary services or any activity requiring a separate licence; commercial interests connected with Members must not determine the Association's policy or procurement decisions. A Corporate Member may display the approved corporate membership emblem or designation only where the Board has given specific written permission under clause 5.4.6 of the MOI, and must immediately cease or correct any use of the CTLPA name, logo or branding where that permission expires or is withdrawn.

16 Office bearers and voluntary commitments

- 16.1 A Member considering a directorship, committee role, portfolio or specific task must assess the expected time and responsibility before accepting it and, upon acceptance, must prepare appropriately, contribute to the agreed work and report progress and material difficulties.
- 16.2 Directors' obligations include attendance at Board meetings held at least once every two months under clause 10.3 of the MOI and the annual general meeting, together with agreed work between meetings; these obligations are not imposed on all Members, while other role holders must fulfil the commitments they actually accept. 10.3
- 16.3 A Member who accepts office is expected to contribute to CTLPA's work, and persistent failure to engage must be addressed through discussion, clarification of responsibilities and a reasonable opportunity to improve, followed, where necessary, by the lawful process applicable to the office.
- 16.4 Where illness, family responsibilities, employment changes or other circumstances prevent continued participation, the Member must communicate as soon as reasonably practicable, seek a workable adjustment and assist with a handover where possible, without being prevented from resigning properly or required to serve in conflict with a legal or professional duty.
- 16.5 A voluntary role carries no guarantee of LPC credit, accreditation or a tax benefit, and any application for recognition must be based on accurate records of work actually performed and the requirements then in force.

17 Concerns lawful reporting and cooperation

- 17.1 A Member should raise a concern about CTLPA conduct through an appropriate channel and provide information honestly, while any complaint must distinguish personal knowledge, documents, inference and information received from another person.
- 17.2 A Member must not obstruct a lawful inquiry, destroy relevant records, intimidate a witness or retaliate against a person making a good-faith report, and although knowingly false or malicious statements may be considered under the Code, an unsuccessful complaint is not, for that reason alone, false or malicious.
- 17.3 Nothing in this Code requires disclosure in breach of privilege, lawful confidentiality or a statutory restriction, or prevents a lawful complaint to the LPC, police, a regulator or a court; mandatory reporting requirements remain applicable, and CTLPA must not promise absolute confidentiality where disclosure may be legally required.
- 17.4 Members must cooperate reasonably with a properly authorised inquiry, subject to their rights and lawful obligations, and any concern involving an office bearer must be handled by persons independent of that person and the events in question.

18 Complaints and membership proceedings

- 18.1 This procedure gives effect to clause 7.5 of the MOI and permits CTLPA to decide only matters within its membership authority; a complaint should identify the Member, the conduct, the relevant standard if known and the available supporting material, following which a designated officer must acknowledge receipt, request any necessary particulars and determine whether the matter falls within that authority.⁷
- 18.2 A complaint outside CTLPA's membership authority, or one that is plainly unsupported or duplicative, may be declined with brief reasons, and the complainant may request review of that decision by an unconflicted person within 20 Business Days. An anonymous report may justify a preliminary inquiry where credible material is available, but an adverse finding must be supported by material fairly disclosed to the Member concerned and considered under the procedure in clauses 18.5 to 18.7.
- 18.3 A minor matter may be resolved by clarification or a voluntary corrective undertaking where appropriate, provided that no person is obliged to mediate a

serious allegation and that an informal process does not obstruct reporting or urgent protection; subscription default and changes of eligibility must follow clauses 7.3 and 7.4 of the MOI, respectively.[7.37.4](#)

- 18.4 Where formal proceedings are warranted, unconflicted Board members must appoint a panel of three suitable persons, including at least one with relevant legal and disciplinary experience, and must use external persons where necessary to secure independence. No complainant, investigator, material witness or conflicted person may adjudicate, and if the Board cannot make an impartial appointment, the Voting Members must appoint an independent convenor to select the panel.
- 18.5 The Member must receive written allegations, the provisions relied upon, the material on which the case against the Member is based and the possible consequences, together with at least 10 Business Days to respond and any reasonable extension required for fairness. The withholding of protected information must not prevent a fair answer to the case, and where a fair process cannot otherwise be achieved, CTLPA may not rely adversely on that material.
- 18.6 The panel must determine a fair and proportionate procedure and offer an oral hearing where material credibility or factual disputes, or the possibility of suspension or termination, require it; the Member may be assisted or represented at the Member's own cost, present testimony, documents and other relevant material, and fairly challenge any adverse material. Unjustified non-participation after adequate notice does not prevent the matter from being decided fairly on the record before the panel, subject to the procedural protections in this Code.
- 18.7 CTLPA bears the burden of establishing a breach on a balance of probabilities, and the panel must decide impartially and give written reasons identifying the material findings, the applicable provisions and its conclusion, having afforded a reasonable opportunity for submissions on seriousness, circumstances, corrective measures and mitigation before deciding upon a sanction.
- 18.8 The panel may impose only the sanctions authorised by clause 7.7 of the MOI, namely advice or warning, reprimand, appropriate correction or training, a defined restriction on CTLPA activities, membership suspension for a stated period not exceeding 12 months, or termination for a sufficiently serious or repeated breach, provided that any correction or training requirement is relevant, achievable and proportionate in cost and scope.[7.7](#)
- 18.9 The panel must consider the effect of the conduct, intention or negligence, relevant prior findings, steps taken to remedy the conduct and the Member's

circumstances, and its decision must state the commencement, duration, any review conditions and the right of appeal; it may not impose a fine, damages award, compulsory donation or prohibition on lawful professional practice.

- 18.10 A Member may appeal by giving written grounds within 20 Business Days after receiving the decision, following which an independent appeal panel of three suitable persons, none previously involved, must be appointed through the unconflicted appointment process in clause [18.4](#); the appeal panel may confirm, vary, set aside or remit the decision, and must provide a fair opportunity for submissions and give written reasons.
- 18.11 A final sanction is ordinarily suspended during the appeal period and any timely appeal, while an interim protective restriction may continue only if separately justified under clause 7.6 of the MOI; the appeal panel may not increase a sanction on the Member's appeal without prior notice, authority under the MOI and a fair opportunity to address the proposed change. [18.12](#) Before a panel is appointed, unconflicted directors may impose an interim restriction on the grounds set out in clause 7.6 of the MOI, with its continuation, variation or discharge determined by the disciplinary panel once appointed; in each case, specific facts must establish a material and reasonably imminent risk that cannot adequately be managed by a lesser step. Written reasons and an opportunity to respond must precede imposition where practicable, or follow within five Business Days, and review must follow promptly and recur at least every 30 days. The Member may seek review by an independent appeal panel at any time, and the restriction does not constitute a finding of guilt and may continue only while justified.
- 18.12 Before a panel is appointed, unconflicted directors may impose an interim restriction on the grounds set out in clause 7.6 of the MOI, with its continuation, variation or discharge determined by the disciplinary panel once appointed; in each case, specific facts must establish a material and reasonably imminent risk that cannot adequately be managed by a lesser step. Written reasons and an opportunity to respond must precede imposition where practicable, or follow within five Business Days, and review must follow promptly and recur at least every 30 days. The Member may seek review by an independent appeal panel at any time, and the restriction does not constitute a finding of guilt and may continue only while justified. [7.6](#)
- 18.13 A restriction or membership proceeding must not be used to manipulate voting or an election, shield a sponsor, retaliate for criticism or evade the statutory procedure for removing a director; the panel has no power to remove a director from office, although a relevant finding may be referred for separate lawful

consideration under the Companies Act and clauses 9.11 and 7.8 of the MOI.7.89.11

- 18.14 Proceedings and records must be handled confidentially to the extent lawful and necessary, and an allegation must not be published as an established fact; any disclosure of an outcome must be accurate, necessary and proportionate, take account of appeal rights and protect third-party information, without delaying required regulatory reporting merely because an internal appeal is pending.
- 18.15 The Member and complainant must receive appropriate notice of the outcome, CTLPA must retain a secure record of the process, decision and appeal, and any suspension or corrective condition must have a defined process for review and reinstatement so that it does not continue indefinitely through administrative inaction.
- 18.16 Internal proceedings do not exclude access to a court or regulator, and although CTLPA may coordinate their timing with external proceedings where fair and lawful, it must not assume an allegation to be proved merely because it has been reported or a charge laid; conduct during past membership may be considered only within the continuing authority stated in clause 7.9 of the MOI.7.9

19 Adoption amendment and acceptance

- 19.1 This Code must be adopted and amended in accordance with clauses 16.2 and 16.3 of the MOI, with substantive amendments requiring an Ordinary Resolution of Voting Members following prior circulation and the prescribed opportunity for comment; the Board may issue guidance under clause 16.4 of the MOI but may not use that guidance to alter membership rights or impose additional sanctions.16.216.316.4
- 19.2 The adopted version, commencement date and changes must be communicated and remain readily available, new misconduct provisions must not be applied retrospectively, and all applicable requirements for the publication, filing, commencement and ratification of Company rules must be observed in accordance with clause 16.5 of the MOI and section 15(3) to (5) of the Companies Act.16.5
- 19.3 An applicant must receive or have ready access to this Code before accepting membership and must expressly agree to it, with any electronic acceptance recording the person, date and version accepted, without treating that acceptance as consent to optional publication in the public directory or sponsor marketing.

- 19.4 Existing Members must receive substantive amendments and a reasonable opportunity to consider them before commencement, including the opportunity to resign under clause 7.1 of the MOI, while binding legislation and professional rules apply according to their own terms without awaiting amendment of this Code.16.3

Adoption record

Adopted by resolution of the Voting Members on: _____

Effective date: _____ Version: _____

The adoption record must identify the complete Code approved by the Voting Members and the procedure followed under clauses 16.2 to 16.5 of the MOI, with the effective date and version recorded above.16.216.5

Membership acceptance

I confirm that I have received or had ready access to the MOI and the Code identified below, agree to comply with them as a condition of membership, and have accurately stated my qualifications, admission and practising status, with the understanding that CTLPA membership does not confer a right to practise or perform reserved work.

Full name of applicant or organisational Member: _____

Authorised representative, if applicable: _____

Membership class and professional category: _____

Code version and effective date: _____

Signature or recorded electronic acceptance: _____

Date: _____

My preferences concerning participation in the public directory and receipt of the newsletter, together with any consent to optional marketing, must be recorded separately from this acceptance of membership.