

# **Membership Terms and Conditions (Member 'Rules') for the Institute of Residential Property Management Limited (IRPM)**

## **1. Constitution of the IRPM**

- 1.1. The IRPM is a registered private company under company number 06207464 limited by guarantee without share capital.

## **2. Relationship between the Rules and the Articles of the IRPM**

- 2.1. The articles of association (Articles) of the IRPM form the constitution of the IRPM and words used in these Rules shall have the meaning given to them by the Articles.
- 2.2. These rules form the code of conduct for Members and are the rules determined by the Board of Directors in accordance with the Articles. They are referred to in the Articles as 'the Rules'.
- 2.3. In these rules 'Member' means any member of the IRPM whether an Affiliate Member, an Associate Member, a Full Member or a Fellow. The term 'Member' used in the Articles refers to those members who are Associate Members, Full Members or Fellows.
- 2.4. The Rules are not a substitute for the Articles and should be read in conjunction with them. However, a breach of these rules, if considered sufficiently serious following the procedure outlined on the IRPM's Misconduct Procedure, will result in the Member ceasing to be a member of the IRPM pursuant to article 2 11 (g) of the Articles.
- 2.5. A proposed Member of the IRPM shall either complete a membership application form or apply for membership using the process on the IRPM's website. This will be taken as that proposed Member's
  - 2.5.1. consent to become a member; and
  - 2.5.2. acceptance of these Rules.

## **3. Executive/General management committee**

- 3.1. The overall management of the IRPM shall be vested in the Board of Directors.
- 3.2. The Board of Directors shall consist of the officers appointed in accordance with the Articles.
- 3.3. All acts bona fide done by any meeting of the Board of Directors or of any committee of the Board of Directors or by any person acting as a member of the Board of Directors shall, notwithstanding it being afterwards discovered that there was some defect in the appointment or continuance in office of any such member, officer or person acting as aforesaid or that they or any of them were disqualified be as valid as if such person had been duly appointed or had been duly continued in office and was qualified to be a member of the Board of Directors.
- 3.4. The Board of Directors shall conduct its business in accordance with the Articles.

#### **4. Membership, Eligibility and Qualification for membership**

- 4.1. In respect of applications for memberships, proposal and admissions to membership, the provisions of the Articles shall apply.
- 4.2. Membership shall be open to any person meeting the criteria set by the Board in accordance with paragraph 4.3
- 4.3. The IRPM may have or admit different types of members as shall be decided from time to time by the Board of Directors of the IRPM.
- 4.4. Following his or her payment and discharge of the relevant applicable membership fees, due or subscription, the applicant becomes (subject to paragraph 4.6 below) an Affiliate Member of the IRPM and is entitled, to all the benefits and privileges of affiliate membership, and agrees to be bound by these Rules and the Articles of the IRPM.
- 4.5. Pursuant to the Articles, an Affiliate Member of the IRPM does not have voting rights at any meeting of the IRPM.
- 4.6. Any applicant who has met the additional requirements of the IRPM (as published from time to time) may be granted enhanced membership status as:
  - 4.6.1. a Full Member;
  - 4.6.2. an Associate Member; or
  - 4.6.3. a Fellow.Full details as to how to achieve these enhanced membership statuses are available from the IRPM's general office.
- 4.7. Full Members, Associate Members and Fellows have the right to vote at meetings of the IRPM in accordance with the Articles.
- 4.8. Members are obliged to undertake and record through that Member's online account a minimum of 15 hours Continuing Professional Development (CPD) in every calendar year.

#### **5. Annual Subscriptions, Fees and Payment**

- 5.1. All Members shall be liable to pay an application fee and the first year's subscription fee upon joining the IRPM and thereafter an annual subscription fee every year thereafter during which they are members of the IRPM. No refund is given if membership is revoked or cancelled during any year.
- 5.2. Notwithstanding anything contained in these Rules of the IRPM, the Board of Directors of the IRPM shall have the discretion to waive or reduce the annual subscription and/or the admission fees payable to the IRPM for such period or periods as they think fit in respect of any members of the IRPM if the Board of Directors of the IRPM considers it in the best interests of the IRPM to do so.
- 5.3. All annual subscriptions are payable when due and without demand being made.
- 5.4. All membership fees and subscriptions must be paid in the manner prescribed by the IRPM from time to time.
- 5.5. If any member fails to pay his annual subscription or other fees due under or pursuant to these Rules or the Articles on or before the due date, the Board of Directors may terminate his membership in accordance with paragraph 6.7 below.

- 5.6. If at any time the member gives the Board of Directors a satisfactory explanation, the member may, in the discretion of the Board of Directors and on payment of arrears, be readmitted to membership on specified terms.

## **6. Membership Suspension, Termination or Cessation**

- 6.1. Membership of the IRPM may at any time cease by resignation disqualification or expulsion. On ceasing to be a member of the IRPM a person forfeits all right (if any) to and claim upon the IRPM, and its property and funds and can no longer use IRPM post-nominals.
- 6.2. Resignation shall be by notice in writing to the IRPM' general office or such other manner as the IRPM shall specify from time to time.
- 6.3. Disqualification shall be automatic if a Member ceases to be eligible for membership pursuant to these Rules.
- 6.4. Expulsion shall be by a decision of the Board of Directors after recommendation made to it by the Misconduct Hearing Committee.
- 6.5. Any member who shall, in the opinion of the Board of Directors be acting or have acted inconsistently with the objects of the IRPM or be otherwise unsuitable for membership may be excluded from the IRPM by resolution of a majority of the Board of Directors.
- 6.6. No such resolution shall be passed or have any validity or effect unless the member concerned has been given a proper opportunity of attending and being heard at the meeting at which the resolution is considered.
- 6.7. Non-payment of the annual membership fee shall be considered by the IRPM as a reason for expulsion in such case whereby the annual membership fee remains outstanding for a period of three (3) months or more following the date of written request for payment (by email or post) from the IRPM.
- 6.8. The Board of Directors may by resolution of a majority of at least two thirds of the Board of Directors suspend from membership of the IRPM, any member who, in the reasonable opinion of the Board of Directors
- 6.8.1. is in breach of these Rules and has failed to remedy that breach to their reasonable satisfaction within fourteen (14) days of being advised in writing so to do; or
- 6.8.2. has acted in a manner which is detrimental or prejudicial to the IRPM or the members in the reasonable opinion of the Board of Directors.
- 6.9. If the relevant member is also a member of the Board of Directors that member shall not be entitled to vote on the decision in relation to its proposed suspension pursuant to paragraph 6.8 above.
- 6.10. Any member who resigned his membership by giving notice in writing in accordance with the Articles shall be deemed to have resigned with effect as from the working day next following its receipt unless otherwise expressed.
- 6.11. If any member is convicted on indictment of any criminal offence, or is adjudged a bankrupt, or has a trustee appointed for the benefit of his creditors, or makes a composition or arrangement with his creditors under the provisions of any statute, or is no longer capable of looking after his affairs, the member immediately ceases to be a

member of the IRPM but the Board of Directors may, in its discretion, conditionally or unconditionally reinstate him.

- 6.12. If at any time the Board of Directors considers that the best interests of the IRPM require it, they must request or invite a member to withdraw from the IRPM, by a notice or letter specifying the time before which the withdrawal should be made. If the member concerned does not withdraw the Board of Directors must submit the question of his expulsion to a Misconduct Hearing to be held within four (4) weeks after the date of the letter. The general office of the IRPM shall inform the member in question of the time and place of the meeting and the nature of the complaints against him in sufficient time to afford him a proper opportunity of offering an explanation. At the meeting, the member must be allowed to offer an explanation of his conduct verbally or in writing and if after that two-thirds of the members present vote for his expulsion he will immediately cease to be a member of the IRPM.

## **7. Duties of Members**

- 7.1. The Provisions set out in these Rules are for the promotion of the aims and objects of the IRPM.
- 7.2. Members shall use all reasonable endeavours to promote the aims and objects of the IRPM<sup>1</sup>.
- 7.3. Members shall use all reasonable endeavours to observe and comply with these Rules.
- 7.4. No member may give the address of the IRPM in any advertisement or use the IRPM address for business purposes.
- 7.5. In the event of a breach of these Rules:
  - 7.5.1. The Board of Directors may from time to time make regulation concerning sanctions (including the recovery of the costs of investigation) for any breach of those regulations.
  - 7.5.2. A member who has incurred a financial penalty must be notified by the IRPM, and requested to pay the fine immediately, and in default of payment within one (1) month from the date of the notice, the member ceases to be a member of the IRPM.
  - 7.5.3. All regulations made by the Board of Directors under these rule are binding on the members until repealed by the Board of Directors.

## **8. Code of Conduct**

- 8.1. All Members are required to conduct themselves and their business in accordance with the IRPM's published code of conduct for members as updated from time to time and published on the IRPM's website (the Code).
- 8.2. Failure to comply with the Code will result in misconduct proceedings being taken against the Member so in breach in accordance with the IPRPM's Misconduct Procedure.

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<sup>1</sup> Previously 'Association', changed to 'IRPM' 21/5/18

## **9. Misconduct Procedure**

- 9.1. The IRPM's misconduct procedure governs how the IRPM will deal with any allegation that a Member has breached these rules (including the Code) or the articles of association of the IRPM.
- 9.2. A complaint may be received from anyone, including (without limitation): -
  - 9.2.1. A member of the public or an employee or colleague of the Member in question;
  - 9.2.2. Another Member; or
  - 9.2.3. The Board of Directors or the Executive Committee or members of the IRPM's staff
- 9.3. The misconduct procedure (including the penalties which may be imposed on a Member found to be in breach) is published on the IRPM's website and may be updated from time to time by the Board of Directors provided that, where such changes are made to the procedure, such changes shall not apply to the IRPM's handling of any complaints received before such change.

## **10. Member's Data and Data protection**

### **10.1. Member's Responsibilities**

- 10.1.1. Each Member is responsible for keeping his or her personal information up-to-date at all time and agrees to notify the IRPM as soon as reasonably practicable of any changes to his or her personal information. The IRPM will accept no liability for loss (including by reason of cancellation of membership of the IRPM) suffered by a Member arising as a result of a Member's failure to advise the IRPM of any changes to his or her personal information. Details should be checked, and updated where necessary, by a Member through that Member's online account.
- 10.1.2. As a professional membership body, the IRPM is responsible for maintaining a publicly accessible register of its members. In joining the IRPM, each Member consents to his or her name appearing on this register along with details of his or her qualifications, membership status and region of operation

### **10.2. What Personal Information the IRPM holds**

- 10.2.1. The IRPM collects personal information about members (such as names, contact addresses and telephone numbers, date of birth, employer/company, history of events, exams, courses, training and CPD attended or undertaken by the Member, a record of membership fees payment preferences (including payment dates, amounts and method (although please note that no card data is retained by the IRPM)) other professional qualifications, complaints history) when a Member registers with us or purchases products or services from us. We also collect personal information when you sign up to our courses, exams or events.
- 10.2.2. Occasionally the IRPM may receive information about a Member from other sources (such as other professional bodies), which the IRPM will add to the

information the IRPM already hold about that Member in order to help us manage a Member's membership with the IRPM

10.2.3. The IRPM may retain copies of correspondence (letters/emails) or a note of communications with a Member, regarding any aspect of membership (e.g. name and/or address changes) or services provided by the IRPM.

### 10.3. **Sensitive personal information**

10.3.1. The IRPM may ask a Member to provide sensitive personal information, for example in response to an equality and diversity questionnaire. If the IRPM requests such information, the IRPM will explain why the IRPM is requesting it and how the IRPM intends to use it.

10.3.2. Sensitive personal information includes information relating to:

- a Member's ethnic origin
- a Member's political opinions
- a Member's religious beliefs
- whether a Member belong to a trade union
- a Member's physical or mental health or condition
- a Member's sexual life, and
- whether a Member have committed a criminal offence

10.3.3. The IRPM will only collect or request a Member's sensitive personal information in specific circumstances and with a Member's explicit consent.

### 10.4. **How will The IRPM use the information about a Member?**

10.4.1. The IRPM collects information about a Member so that the IRPM can:

- identify a Member and manage the membership of that Member with the IRPM;
- provide the Member with details of the services that IRPM provides for its Members (including details of courses and exams available to the Member);
- provide the services for which the Member has subscribed (e.g. by providing course materials or exam details);
- conduct research, statistical analysis and behavioural analysis;
- carry out membership profiling and analyse Members' purchasing preferences;
- let a Member know about other products or services that may be of interest to a Member—see 'Marketing' section below;
- detect and prevent fraud;
- customise the IRPM's website and its content to a Member's particular preferences;
- notify a Member of any changes to our services that may affect a Member;
- process security vetting if required;
- improve our services;

- facilitate faster membership login to the Member's Area of the website by using cookies;
- obtaining attendees feedback using surveys following events;
- obtaining Member's opinions on specific topics as might arise from time to time;

10.4.2. The IRPM will send a Member information by post, email, telephone, text message (SMS) about services that the Member is entitled to receive as part of their membership or has subscribed for (e.g. exams, courses, events and professional updates).

#### 10.5. **Marketing**

10.5.1. In addition to the information described in 10.4.2<sup>2</sup> above, the IRPM will send a Member information by post, email, telephone, text message (SMS), social media, about events, competitions and special offers which may be of interest to a Member, *depending on what mailing preferences a Member has set in their personal profile on their account with the IRPM.*

10.5.2. Other businesses which the IRPM have selected carefully may also send a Member similar marketing messages *but only when a Member has opted in to this through setting their mailing preferences in their personal profile on their account with the IRPM to indicate that they wish to be so contacted.*

10.5.3. A Member can opt out of receiving marketing from the IRPM and/or other businesses at any time. See 'What rights does a Member have?' below for further information.

10.5.4. A Member can also manage his or her preferences through their online account.

#### 10.6. **Who a Member's information might be shared with**

The IRPM may disclose some aspects of a Member's personal data as follows:

10.6.1. to other professional organisations in order to verify the membership status of the Member or in relation to any misconduct proceedings;

10.6.2. to our external course providers, examiners and other consultants where a Member has signed up for any membership services (such as courses, CPD events or exams)

10.6.3. to sponsors of our events where a Member has booked a ticket for the event in question (in which case the IRPM will provide the sponsor with only the name of the Member, whether Affiliate, Associate, Member or Fellow and their place of work if provided by the Member)

10.6.4. to a Member's employer (where the employer is paying the Member's fees) in connection with the payment of the Member's membership or services fees, or to pass on details of a Member's CPD history, exam results, training attendances or details of a Member's membership status. In such circumstances the Member is linked to the company's/employer's account with IRPM and the Member's fees are paid for by that company. Members may request to un-link

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<sup>2</sup> Previously, 10.5.1 incorrectly referred to 10.3.2. Amended to refer to 10.4.2. 05/04/2018

their membership from the company account at any time and thereby become responsible for their own membership and/or services fees.

10.6.5. to law enforcement agencies in connection with any investigation to help prevent unlawful activity;

10.6.6. to our business partners in accordance with the 'Marketing and opting out' section above.

#### 10.7. **Keeping Members data secure**

The IRPM will use technical and organisational measures to safeguard each Member's personal data, for example:

10.7.1. a Member's access to their own profile/account is controlled by a password and user name that are unique to that Member;

10.7.2. the IRPM stores each Member's personal data on secure servers; and

10.7.3. payment details are encrypted using SSL technology (typically a Member will see a lock icon or green address bar (or both) in a Member browser when the IRPM use this technology).

#### 10.8. **What rights does a Member have?**

10.8.1. Right to request a copy of that Member's information - A Member can request a copy of the information which the IRPM holds (this is known as a subject access request) for them. If a Member would like a copy of some or all of it, please:

- email, call or write to the IRPM
- let the IRPM have proof of identity and address (a copy of the Member's driving licence or passport and a recent utility or credit card bill), and
- let the IRPM know the information the Member wants a copy of, including any membership or reference numbers, if a Member has them

10.8.2. Right to correct any mistakes in a Member's information - Much of the personal data which the IRPM holds on Members can be updated by that Member through the 'edit my profile' section of the Members Area of the IRPM website and Members have a responsibility to ensure their own profiles are up-to-date. Where a Member believes that there is a mistake which they cannot correct themselves in this way, a Member can require the IRPM to correct any mistakes in a Member's information which the IRPM holds free of charge. If a Member would like to do this, please:

- email, call or write to the IRPM
- let the IRPM have enough information to identify the Member (eg membership number, user name, registration details), and
- let the IRPM know the information that is incorrect and what it should be replaced with.

10.8.3. Right to ask us to stop contacting a Member with direct marketing - A Member can ask us to stop contacting them for direct marketing purposes. If a Member would like to do this, please:



- email, call or write to us.
- let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill), and
- if it is only specific methods of contact which you wish to stop, let the IRPM know what method of contact you are not happy with (for example, you may be happy for us to contact you by email but not by telephone)
- a Member can also edit their profile details and change their preferences through their online account in the Members Area.

10.9. Each Member will comply with the IRPM's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of the IRPM and, in particular, will not disclose Personal Data unless specifically authorised by IRPM to do so.

## **11. Rule Interpretation and Rule Changes**

- 11.1. The Board of Directors is the sole authority for the interpretation of these Rules made by it from time to time.
- 11.2. The decision of the Board of Directors upon any question of interpretation or upon any matter affecting the IRPM and not provided for by these Rules is final and binding on the members.
- 11.3. The Board of Directors may from time to time make, repeal and amend any of these Rules (in any way not inconsistent with the Articles) as it thinks expedient for the management and well-being of the IRPM.

Note. [1] – In previous March 2018 version:

10.5.1 incorrectly referred to 10.3.2. Amended to refer to 10.4.2. 05/04/2018