



# **MEMBER TERMS & CONDITIONS**

September 2018

## CONTENTS

TERM NO	CONDITION TITLE	Page No
<b>A. OPERATIONAL</b>		
A1	INTRODUCTION	3
A2	PURPOSE	3
A3	SCOPE	3
A4	ARTICLES OF ASSOCIATION	3
A5	ANNUAL REPORT	3
A6	VOTING AT ANNUAL GENERAL MEETINGS (AGM's)	3
<b>B. REGISTRATION &amp; CONTINUAL COMPLIANCE</b>		
B1	PRACTITIONER PUBLIC REGISTER	4
B2	CONTINUAL COMPLIANCE	4
B3	OTHER PUBLIC REGISTERS	4 - 5
B4	OTHER CATEGORIES OF MEMBERSHIP	5
B5	PRESENT A UNITED FRONT	5
<b>C. MARKETING YOUR MEMBERSHIP STATUS</b>		
C1	USE OF POST NOMINAL LETTERS AFTER YOUR NAME	5 - 6
C2	TERMS OF USE OF LOGO	6
<b>D. REFUSING OR TERMINATING MEMBERSHIP</b>		
D1	REFUSING AN APPLICATION	6
D2	TERMINATING MEMBERSHIP	6 - 7
D3	COMPLAINTS RAISED AGAINST YOU	7
D4	DISCIPLINARY PROCEDURE	7
D5	APPEALS PROCEDURE	7
D6	DISCLAIMER	7 - 8
<b>E. DATA PROTECTION</b>		
E1	PERSONAL INFORMATION	8
E2	DATA PROTECTION	8
E3	DATA RETENTION	8
E4	SHARING YOUR PERSONAL DATA	8
E5	INFORMATION DISPLAYED ON THE REGISTER	8 - 9
E6	SECURITY AND STORAGE OF YOUR PERSONAL DATA	9
E7	ACCESSING YOUR INFORMATION	9
E8	CONTACTING OTHER MEMBERS	9 - 10
<b>F. ADMINISTRATION</b>		
F1	MEMBERSHIP FEES	10
F2	MEMBERSHIP TERM	10
F3	RENEWING MEMBERSHIP	10 - 11
F4	PROVIDE ACCURATE & COMPLETE CONTACT DETAILS	11
F5	UPDATING YOUR DETAILS	11
F6	PROCESSING MEMBERSHIP	12
F7	CONFIRMATION	12
F8	MEMBERSHIP CERTIFICATES	12
F9	REPLACEMENT ORDERS	12
F10	ACCOUNTS & INVOICES	12 - 13
F11	LOST POST	13
F12	DAMAGED POST	13
F13	REISSUING	13 - 14
F14	MAGAZINE	14
F15	CUSTOMER SERVICE	14
F16	COMMUNICATIONS WITH STAFF	14 - 15
F17	CONFIDENTIALITY	15 - 16
F18	RAISING A COMPLAINT	16
F19	FEEDBACK	16
F20	MEMBERS AREA	16
F21	NEWSLETTERS	16

## **A. OPERATIONS**

### **1. INTRODUCTION**

The International Federation of Aromatherapists (IFA) is the voluntary regulator for aromatherapy operating worldwide. The IFA offers various categories of membership, dependent on prior learning, with a range of benefits.

### **2. PURPOSE**

The purpose of this document is to set out the terms and conditions of membership, which will be referred to in the case of any dispute between the IFA and a member.

The IFA reserves the right to amend or withdraw these terms and conditions without prior notice.

### **3. SCOPE**

This policy applies to all categories of membership including:

- ASSOCIATE
- CARER
- CORPORATE
- FELLOW
- FRIEND
- FULL
- HONORARY
- PEOT

CORPORATE members, as a company rather than an individual, also have additional terms and conditions, which specifically apply to the way they conduct their business which can be found [here](#).

### **4. ARTICLES OF ASSOCIATION**

All members of the IFA are bound by the IFA's governing document – [The Articles of Association](#), which explains how the IFA operates. For clarity, individuals on the register referred to as 'registrants' are also members of the IFA. All members should familiarise themselves with the content of this document.

### **5. ANNUAL REPORT**

To view a copy of the IFA's Annual Report [click here](#). This report is uploaded to the Charity Commission website each year in October.

### **6. VOTING AT ANNUAL GENERAL MEETINGS (AGM's)**

If a resolution is proposed that will affect how the IFA operates this will be put to the vote of the members at the AGM. See article 20 of [The Articles of Association](#).

## **B. REGISTERS & CONTINUAL COMPLIANCE**

### **1. PRACTITIONER PUBLIC REGISTER**

The categories of members listed on the practitioner register 'find an aromatherapist' are:

- FULL
- PEOT
- ASSOCIATE

### **2. CONTINUAL COMPLIANCE**

Those entered on the practitioner register must have met the national occupational standards of practice in their work as a minimum, are of good character and are fit to practise.

Once registered the individual must:

- a) Abide by the Code of Conduct, Ethics and Practice.
- b) Provide evidence, upon request, of having gained 12 CPD points within the year, as per the IFA's [Continual Professional Development Policy](#).
- c) Hold professional indemnity insurance to practice in the UK or any other such policy consistent with the rules of their country of residence.
- d) Hold a valid first aid certificate (if you are a sole trader), exemptions may apply see [First Aid Policy](#) or have a first aider on the premises.
- e) Inform the IFA if there are any changes in circumstance to your initial declaration in regards to:
  - You do not have a criminal record (including cautions)
  - You have not been subject to any disciplinary or civil proceedings brought against you in relation to your practice.
  - You do not have any health issues that may impact your ability to practice.
- f) Co-operate if asked to provide any information that we require in order to perform our regulatory function.

### **3. OTHER PUBLIC REGISTERS**

- a) CARER members are held on a separate practitioner register as they are not trained to the national occupation standards (which is a level 3). They are trained to a level 2 standard and offer gentle non-invasive treatments for those with restrictive conditions e.g. hand and foot massage and cater to a niche market, for example in elderly homes.

- b) CORPORATE members are held on a separate register 'find a product supplier' (as they are not practitioners).
- c) STUDENT & FRIEND member categories are not listed on any public register, as they are not yet qualified to practice.

#### 4. OTHER CATEGORIES OF MEMBERSHIP

The IFA has two other categories of membership:

**FELLOW:** Those selected from the IFA's full membership category may be awarded, on assessment of individual merits and by vote of the board of trustees, fellow membership for exemplary service to the IFA.

**HONORARY:** Honorary membership status is awarded to people distinguished within their own field, who have demonstrated support for the IFA, its principles and aromatherapy.

Fellow and Honorary members are acknowledged and listed on the 'member achievements' page of the IFA's website.

#### 5. PRESENT A UNITED FRONT

All members of the IFA, regardless of category of membership must:

- a) Present a united front to the public and not imply criticism of other members, colleagues or any other healthcare professionals or professions. Regardless if this is said orally in person or by telephone, in writing posted in the public domain (which may bring criminal charges if unjustified) or sent directly or indirectly to a client or a third party by email or fax (which may also be accessed as per General Data Protection Regulations);
- b) Ensure that aromatherapy is presented in an informed and uniform voice. Members' website, social media, articles, press releases and publications must not contain any information promoting the oral ingestion of essential oils or promote the unsafe or contraindicated use of essential oils (e.g. applying essential oils neatly to the skin). The only exception is where a member is a medically qualified and registered doctor and an aromatherapist, with specific training in this area (usually found in France).

### C. MARKETING YOUR MEMBERSHIP STATUS

#### 1. USE OF POST NOMINAL LETTERS AFTER NAME

Members belonging to a category of membership may use the following post nominal letters after their name.

MIFA – PADP (= member IFA – professional aromatherapy diploma practitioner)

MIFA – PEOT (= member IFA – professional essential oils therapist)

MIFA – AAP (= member IFA – associate aromatherapy practitioner)

MIFA – CAP (= member IFA – carer aromatherapy practitioner)

## **2. TERMS OF USE OF LOGO**

When using an IFA quality mark to promote your membership status you must comply with the [Terms and Conditions of Use of Logo](#). Each category of membership is assigned its own logo (except for STUDENT & FRIEND member categories), so the public can quickly identify to which category of membership of the IFA you belong.

The IFA encourages members to display the IFA Member logo, appropriate to their category of membership, on their websites and promotional literature.

## **D. REFUSING OR TERMINATING MEMBERSHIP**

### **1. REFUSING AN APPLICATION**

The Board of Trustees may refuse an application for membership if they consider it to be in the best interests of the IFA to refuse the application. Please see Article 10c of [The Articles of Association](#).

### **2. TERMINATING MEMBERSHIP**

a) The Board of Trustees may terminate a member's membership by a resolution of the directors if it is in the best interests of the charity that his/her membership be terminated as per Article 11 of [The Articles of Association](#). Membership may be terminated for a variety of reasons.

b) Natural reasons for removal include:

- Failure to meet obligations to remain on the register e.g. failure to acquire required CPD points (reasonable opportunity will be offered to meet the obligations before removal).
- If the member no longer wishes to be a member and bound by its terms and conditions and notifies the IFA of withdrawal.
- The member dies or the company (corporate members) ceases to exist.
- The member is no longer fit to practice e.g. a medical condition that prohibits their performance.
- The member is no longer practising or taking a career break e.g. has become pregnant – in which case they would be invited to downgrade their membership to friend level.
- Non-payment of annual subscription fees.

Members must ensure that all information they provide to the IFA is, to the best of their knowledge, complete and accurate at the date of application. Where relevant information is missing, omitted or the information supplied is false or misleading, the IFA reserves the right to terminate membership without refund.

In such a case, the membership would be terminated due to breach of obligation and would not usually be subject to the disciplinary procedure.

c) Unnatural reasons for removal:

If the IFA becomes aware that a member has breached IFA rules (e.g. Code of Ethics, Practice and Conduct, Terms and Conditions of Membership, Terms of

Use of Logo) or non-disclosure or a false declaration is made that could bring the IFA into disrepute.

- d) When membership terminates, all references to the IFA's name and logo must be removed from the individual's practice/business, publications, promotional material, and websites no later than one month after termination. After this date, use of the logo will become an infringement of the IFA's Intellectual Property Rights.

### **3. COMPLAINTS RAISED AGAINST YOU**

Please see the IFA's [Complaints Policy](#), which describes the procedure that the IFA will follow if a complaint is raised against you.

The complaints procedure sets out the types of evidence required and what complaints we can and cannot consider. These steps are taken before being referred to the formal disciplinary procedure, to reduce the likelihood of frivolous, vexatious or malicious complaints.

### **4. DISCIPLINARY PROCEDURE**

A member will be removed from the membership by a resolution of the directors if it is in the best interests of the IFA that his/her membership be terminated following the disciplinary procedure.

This can be as a result of a complaint or the IFA being made aware of new information, and therefore the member needs to account for their actions to remain registered.

Please see [Disciplinary & Sanctions Policy](#), which describes the procedure that the IFA will follow in this event.

The IFA has the right to display notification of sanctions and removal of membership where there has been a breach of the IFA Codes of Ethics, Practice and Conduct for the protection of the public.

### **5. APPEALS PROCEDURE**

You may appeal a decision made by the IFA to terminate membership as per the IFA's [Appeals Policy](#). Appeals must be lodged within 30 days of the decision being made to terminate. Appeals can only be made if you are able to demonstrate that the IFA has not applied its rules consistently, properly or fairly, not simply because you are 'unhappy' with the decision.

### **6. DISCLAIMER**

The IFA is the voluntary regulator for aromatherapists worldwide. Membership of the IFA is granted to individuals in good faith that you will act in accordance with our rules. By joining the IFA membership, you are voluntarily agreeing to act in accordance with our rules to remain registered. If you do not, the IFA has the right to terminate your membership.

IFA membership promotes practitioners' services but does not guarantee work. The IFA shall not be liable for any claims arising or levelled for damage or loss caused by

termination of membership. In completing the membership application form the member has indemnified the IFA in respect of each and every such claim and all actions, claims, costs, proceedings and demands in respect thereof.

## **E. DATA PROTECTION**

### **1. PERSONAL INFORMATION**

In order for the IFA to perform its function we must obtain certain data from you, which will be handled in the following manner, as per the IFA's [Privacy Policy](#) for registrants.

Please note this policy is slightly different from the more general privacy policy published on our website, which applies to general users of our website.

### **2. DATA PROTECTION**

The IFA treats personal information in accordance with the Data Protection Act 1998 and is registered with the Information Commissioner's Office (ICO) as a registered data controller. Please see the IFA's [Data Protection Policy](#).

### **3. DATA RETENTION**

Please see the [IFA's Data Retention and Disposal Policy](#), which describes the length of time we hold your information for.

### **4. SHARING YOUR PERSONAL DATA**

The IFA shares with the public the following information about members that is held on one of our public registers (this does not apply to CORPORATE members whose company details are displayed) so that the public may contact you for a treatment and also to verify a member's IFA status:

- Full name
- Qualification/Category of membership status
- Areas of specialism (optional)
- City, county, country and postcode of workplace (postcodes may be partial)
- Telephone number(s) (optional)
- Email (optional)
- Website (optional)

The IFA register(s) explicitly state that the only purpose of the information provided, is to contact a member for a professional treatment. The IFA cannot take responsibility for how the public use the information published on its website. If you do receive unwanted calls or emails then you should take the appropriate action by contacting the relevant authorities.

### **5. INFORMATION DISPLAYED ON THE REGISTER**

It is the member's responsibility to login to the member's area and edit the information displayed about them on the IFA register. Your personalised login details can be found on your membership confirmation letter.



When an individual is approved for membership and effectively joins the IFA, the IFA will initially import the individual's details as inputted on our database into our website, which will display on the register.

If your place of work is different from your home address (provided to the IFA for correspondence) then you will need to login and change this. Changes to your address and contact details on the website will not affect our database. Similarly, if you want to change your contact or address details that the IFA holds then you must email the office for us to update our database, accordingly.

You will only need to edit your information on the website once, unless the IFA changes it website or your membership lapses, in which case your details will need to be imported again.

For the website search facility to work effectively, if you do make changes to your address you must also update where the map is pointing to your location, which is generated from your postcode. To do this you will need to change the numbers entered under the field's longitude and latitude. This can be found by typing into google (or any other internet search engine) your postcode (or if you do not have a postcode your full address), click on 'maps' and you can then find the relevant numbers in the URL. For example, the IFA's address under maps generates the following URL:

<https://www.google.co.uk/maps/place/S+Ealing+Rd,+London+W5+4QJ/@51.499694,-0.3085777,17z/data=!3m1!4b1!4m5!3m4!1s0x48760d934f8e130f:0x210ee7ea6ae12411!8m2!3d51.4996574!4d-0.3064943>

In **red** is the longitude

In **purple** is the latitude number

## **6. SECURITY AND STORAGE OF YOUR PERSONAL DATA**

The IFA ensures that all its staff are trained to handle personal data and are aware of the responsibilities it entails. The IFA takes all necessary measures to limit the opportunity for unauthorised access to personal data, accidental loss or damage. The IFA stores member's personal data on an external hard drive secured by INVU who meet the stringent requirements of the Microsoft Partner Program. The IFA is also registered with the Information Commissioner's Office (ICO). If you have any concerns regarding how your data is being protected or believe there to have been a breach of data protection obligations, please put this in writing to the IFA head office to the attention of the IFA's Data Protection Officer.

## **7. ACCESSING YOUR INFORMATION**

Members may request to receive the personal information the IFA holds about them known as a 'subject access request', which applies in the UK and Europe under GDPR Regulations. To request this, you must send a letter to the IFA head office accompanied by a payment of £10.00 for administration.

## **8. CONTACTING OTHER MEMBERS**

a) The IFA encourages members to interact with one another for mutual support and to talk about issues affecting their work. The IFA, will at times, offer various

networking opportunities such as, events, conferences and provide a list of regional group coordinators in the member's area.

- b) Please note however, we cannot provide the personal details of other members to you as per GDPR Regulations. You may however, post comments in the member's forum to invite other members in your region to get in contact with you. Alternatively you can apply to start a regional group for members in your local area, which will be published on the IFA's website to generate interest. The Regional Group Application Form can be found in the member's area.
- c) Trustees and committee members of the IFA (who may or may not be members of the IFA) also have a right to their privacy. If you wish to contact a trustee or committee member to draw their attention to anything you would like them to consider, then this must be directed to the office and the member will need to complete the member feedback form.
- d) Members are reminded to refrain from using other members' contact details to create unauthorised mailing lists for commercial purposes.
- e) Please remember, in the same way that the terms of use of the public register protect you against receiving unwanted communications, it also protects other members.

## **F. ADMINISTRATION**

### **1. MEMBERSHIP FEES**

- a) Membership is on an annual basis and payments are for a term of 12 months. The subscription fee for membership must be paid in full on the due date.
- b) Paid subscriptions entitle the member to all privileges and rights of that category of membership for the period for which payment is made.
- c) Membership fees are non-refundable and non-transferable.

### **2. MEMBERSHIP TERM**

Membership runs from 1<sup>st</sup> January – 31<sup>st</sup> December, regardless of what time of year the person joins, in keeping with the IFA's accounting year.

The only exception to this rule is student members, whose Centre pays a flat fee to the IFA on their behalf, which covers them for up to two (2) years from the beginning of their course until they qualify and corporate members who are held on a separate register.

### **3. RENEWING YOUR MEMBERSHIP**

- a) Members will receive written notification inviting them to renew their membership.
- b) Whether you choose to pay your membership subscription by cheque, credit or debit card, you must ensure that the payment reaches the IFA before the

renewal date.

- c) If you no longer wish to renew your membership with the IFA you will need to confirm this in writing to the IFA so that your email can be removed from our database and you will not receive future correspondence.
- d) If a member has opted to pay by auto-renew and wishes to opt out, you must login to the member's area and follow the instructions to do this at least fourteen (14) working days before the amount is to be debited, to enable us to cancel such arrangements.

#### **4. PROVIDE ACCURATE & COMPLETE CONTACT DETAILS**

It is vitally important that members provide their addresses in full and do not use abbreviations. Incorrect or partial addresses only mean that the member may not be searchable on the register under all key words. We require all members who reside outside of the UK to provide their address in English as well as in their local language.

A valid email address is part of the personal information we must obtain from you in order to fulfil our regulatory function. Please note you must have an email address to be able to access the member's area. If you do not provide a current email address this may result in you not receiving or missing out on limited time offers, being denied access to the member's area and entry on public register and/or receiving other notifications from the IFA. The email address you provide must also be unique - what we mean by this is, if your college is registering you with other students on your behalf and provides only the colleges email as the contact for all students, only one student will be able to access the website using that email address. The website only allows entry for one email address to be assigned to each user. You may of course change the email address provided on the public register, once you have gained access to the member's area.

The IFA relies solely on the information provided by the member to provide our services. The IFA will not take responsibility for any errors or omissions that occur as a result of incorrect or outdated information provided by the member.

We recommend that all members, once registered, add the IFA as a contact to ensure that emails do not go to junk mail.

#### **5. UPDATING YOUR DETAILS**

Please note it is your responsibility to update the IFA if you make any changes to your contact details. If you change your details on the IFA's website, please note, this does not constitute a formal notification to the IFA that you wish to change the details we hold for you on our database. To do this you must contact the membership secretary without delay.

If post does go missing, the member will be asked to confirm their address details, which, if provided incorrectly or insufficiently, will result in reissuing fees being applied. Please see F11 for more details on lost post.

#### **6. PROCESSING MEMBERSHIP**

All membership applications are typically processed on our system and confirmation sent by post within five (5) working days of receipt of all the relevant documentation and required fee.

## **7. CONFIRMATION**

When a member joins the IFA this will be confirmed by post and the member will be sent a confirmation letter, membership card and certificate and badge (dependent on their membership category) with their membership expiry date.

## **8. MEMBERSHIP CERTIFICATES**

### **FULL, PEOT & CARER**

When an individual initially joins the IFA and is accepted for FULL, PEOT or CARER membership they will receive the IFA sealed certificate to display in their place of work. This certificate is only issued once (as it acknowledges that your training meets the requirements of FULL, PEOT, CARER membership after qualifying on a course awarded by the IFA). Members are therefore reminded to take care of their certificate. Each year when you apply to renew your membership you will receive the confirmation letter that your membership has been extended and membership card with a new expiry date only.

### **ASSOCIATE**

Associate members receive a paper certificate each year which confirms that your membership has been extended with a revised expiry date, alongside the confirmation letter and revised membership card.

### **FELLOW & HONORARY**

Fellow and Honorary members receive a certificate once they have been awarded this lifetime category of membership (this is usually provided at an award ceremony).

### **OTHER MEMBERSHIPS**

Other categories of membership receive a confirmation letter and membership card but no certificate.

## **9. REPLACEMENT ORDERS**

If for any reason you require a replacement certificate e.g. due to a name change or require a replacement badge or card wallet, then you can order this through the IFA shop, once you have logged in as a member. For replacements of certificates you will also need to complete the [Replacement Order Form](#), and provide a valid reason, for a new copy to be issued.

## **10. ACCOUNTS & INVOICES**

On the reverse of the confirmation letter, you will find a receipt of payment in the form of an invoice for your accounting and auditing purposes. If you have made payment over the telephone via our streamline card machine you will also receive the customer copy receipt. No other form of confirmation will be provided for accounting purposes. We recommend that when members renew their membership they use the auto-renew service in the member's area or pay through the website shop, which also provides an additional receipt for your records.

If a member duplicates payment then the bank fee incurred by the IFA for the additional payment will be deducted from the amount refunded.

### **11. LOST POST**

In the event that post goes missing, members must inform the IFA no later than thirty (30) days from the date the membership fee is deducted. This time scale is necessary and must be complied with to enable the IFA to claim for compensation with the Royal Mail. If the IFA is informed after the thirty (30) days, the member will be liable for the fees to reissue plus the postage to resend.

Membership confirmation and quarterly magazines are always sent by standard 2<sup>nd</sup> class mail.

Please note it usually takes between 2-3 weeks for post to be delivered outside of the UK. Please **do not** contact the IFA regarding lost mail until at least fourteen (14) days have passed from the date the membership fee is deducted if residing outside of the UK. Members within the UK should contact us within ten (10) days of non-receipt.

Although we understand and share your frustrations when post goes missing, the IFA will not take responsibility for lost mail, which is outside of our control.

### **12. DAMAGED POST**

All certificates are distributed in a 'do not bend envelope' to protect it from damage. If your mail does arrive damaged, you must inform the IFA within the thirty (30) day timescale, which also applies to damaged post, and provide pictures of how it arrived in order for us to make a claim.

### **13. REISSUING**

If you have not received either your certificate, confirmation letter, membership card and/or magazine in the post and this has either:

- a) Not been returned to the IFA
- b) Sent to an incorrect address due to inaccurate, incomplete or outdated details provided by the member
- c) Or you have not notified the IFA within the thirty (30) day time scale to reclaim from the Royal Mail

You will be required to cover the costs to reissue and repost the missing items.

The costs related to reissuing are as follows:

Membership Certificate £10.00  
Membership Confirmation & Card £10.00  
Membership Badge £5.00  
Magazine £4.50  
Plus postage

Postal price charges are based on the Royal Mails current pricing structure, which can be found here:

<https://www.royalmail.com/sites/default/files/Our-prices-2018-effective-26-March-2018-46305575.pdf>

To make the payment for reissuing fees, you will need to login to the member's area of the IFA's website and visit the IFA shop. Only if you are logged in will this information be displayed as it does not apply to members of the public.

#### **14. MAGAZINE**

As part of our members benefit package, all members will receive the Aromatherapy Times magazine in hard copy in the post (with the exception of those who reside in China, Hong Kong, Taiwan and Japan who can access a digital translated version in the member's area for spring, summer and autumn editions and only receive the winter edition in hard copy), which will be posted second class and sent to the members address as recorded on our database.

The same principle for reporting missing magazine editions applies as per point F11.

Members can expect to receive their magazine in accordance with our publication dates, which can be found by [clicking here](#).

#### **15. CUSTOMER SERVICE**

For all enquiries relating to membership please direct your correspondence to the IFA's membership registrar [office@ifaroma.org](mailto:office@ifaroma.org). We aim to respond to emails within five (5) working days and ask that members refrain from sending repetitious emails. All emails are answered in chronological order.

#### **16. COMMUNICATIONS WITH STAFF**

All members must be polite and respectful in all communications with the IFA's staff.

##### **UNACCEPTABLE BEHAVIOUR**

The IFA recognises the importance of meeting members' expectations of a high standard of service delivery but not at the cost of the abuse of its services or the mistreatment of its staff. Unacceptable behaviour is defined as behaviour which is aggressive, vexatious, and persistent or any form of abusive behaviour. It also includes persistent unreasonable demands.

Behaviour is not viewed as unacceptable just because a person is forceful or persistent. However, the actions of members who are angry, demanding or persistent may result in unreasonable demands or behaviour towards employees, which in turn would be deemed as unacceptable. The member's action may also be considered unreasonably persistent if all internal review mechanisms have been exhausted and the member continues to challenge the decision relating to their complaint or dispute.

##### **Aggressive Behaviour**

This is behaviour which is deemed violent and may result in physical harm. It also includes behaviour or language (written or oral) that threatens aggressive acts.

### **Abusive Behaviour Physical**

This includes physical violence and harassment as well as angry physical gestures.

### **Verbal**

This includes rudeness, derogatory remarks about staff or the organisation, inflammatory statements and unsubstantiated allegations. This also includes personal attacks on a staff member's ability or character and subjective conjecture about conduct.

### **Intimidation / Threatening Behaviour**

This is behaviour that causes staff to feel afraid and/or threatened. This includes persistent invasion of personal space and threatening language (written or oral). This also includes inappropriate behaviour where members appear to be crossing professional boundaries.

### **Vexatious Behaviour**

This is behaviour which is disproportionate to the matter in discussion. It includes behaviour which appears to be without sufficient grounds, purely to cause annoyance or to misdirect or waste IFA resources.

### **Persistent Behaviour**

This is behaviour where despite reasonable attempts to resolve a matter, the member continues to make high levels of communication and will not accept that the IFA cannot provide them with a level of service other than that which has been provided already. Examples include refusing to accept a decision made by IFA, refusing to accept explanations relating to what options are feasible and pursuing a case without presenting any new significant information. The IFA considers this behaviour unacceptable when it is taking up a disproportionate amount of time and resource.

### **Unreasonable demands**

This is where members make what is considered to be unreasonable demands on the IFA through the amount of information they request or send to the organisation, including what the IFA deems to be to an unacceptable number of recipients. It includes unreasonable demands regarding the nature and scale of the service they expect, and who they expect to respond to demands. Examples of this may include demanding unreasonable timescales, insisting on speaking to particular members of staff only, emailing a large number of recipients in the IFA regarding the same matter or persistently demanding disciplinary action against members of staff or contacting multiple members of staff regarding the same issue.

If a member does act aggressively, abusively or excessively this will be deemed a breach of the terms and conditions, and individuals will be warned to discontinue their current behaviour and 'cease and desist'. They will also be informed that this will be logged on their record to inform other or future staff of their aggressive/abusive conduct. Failure to change behaviour, will result in the individual being subject to the Disciplinary Procedure which can result in termination of membership or denial of membership renewal.

## **17. CONFIDENTIALITY**

- a) Members must treat all documents and other communications issued to them from the IFA as strictly private and confidential.

b) You must:

- i. Never share information or correspondence issued to you by the IFA with third parties;
- ii. Take all reasonable measures to ensure that your employees (if you have them), clients and other third parties working under your direction, treat information from the IFA in the same manner; and
- iii. Not disclose information provided by the IFA to any person outside the membership unless you have received the IFA's express permission to do this e.g. information provided in the member's area for your personal use, which explicitly states if published in any journal or provided to any third the IFA must be acknowledged as the author of the information provided.

#### **18. RAISING A COMPLAINT**

To raise a complaint regarding the service you have received at the IFA please see the IFA's [Complaints Policy](#).

#### **19. FEEDBACK**

The IFA is always looking for new ways in which to assist our members and your feedback is valuable to us. If you would like to make any suggestions of how we can improve our services please complete the feedback form in the member's area.

#### **20. MEMBERS' AREA**

The member's area is strictly for registered members **only**. You must not share your access codes with any third party.

Members should make full use of the information and templates available in the members' area to support their practice and login at regular intervals.

#### **21. NEWSLETTERS**

When you join the IFA you will automatically receive our newsletters. If you would like to opt out, please inform us in writing.