



**THE ASSOCIATION OF INTERIOR DESIGNERS OF NEWFOUNDLAND AND
LABRADOR**

ADOPTED MAY 22, 2017

IN FORCE MAY 22, 2017

**THE ASSOCIATION OF INTERIOR DESIGNERS OF NEWFOUNDLAND AND
LABRADOR (IDNL)**

COMPLAINTS AND DISCIPLINE PROCEDURE POLICY

1.00 DEFINITIONS

A DEFINITIONS IN THIS POLICY

1. The Definitions set out in Policy No. 1 shall apply to this Policy.

B INTERPRETATION

1. In this Policy, unless the context otherwise requires, the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and the word “persons” shall include firms, organizations and corporations.

2. This Policy shall be read subject to the provisions of the Association. If the provisions of this Policy differ from the provisions of the Association, the provisions of the Association shall govern.

2.00 STANDARDS OF PRACTICE

1. A Member shall conduct the Member’s professional practice in accordance with the Association’s Standards of Practice set out in this Section.

A BUSINESS AND PROFESSIONAL ETHICS

1. A Member shall comply with all laws, regulations, standards of practice and the By-Laws and Policies of the Association.

2. Where a Member is practicing in Newfoundland and Labrador, in addition to complying with the standards applicable to practice in Newfoundland and Labrador, the Member shall comply with all laws, regulations and standards of

practice applicable in the jurisdiction where the Member is practicing.

3. A Member shall maintain appropriate registration/licensure in good standing in any state, province or jurisdiction in which the Member conducts business.

4. A Member shall not participate in nor receive directly or indirectly any payment, benefit or other inducement for the specification of goods and services for a project other than fees or payments from a client or an employer.

5. A Member shall not reduce the Member's professional services fees which are supplemented or replaced by the sale of goods or provision of services unless such reduction is made a condition of a contract which expressly outlines the method of charging for professional services.

6. A Member shall make full disclosure of the Member's fees, the services to be performed and the method of determining compensation for those services, and shall maintain appropriate documentation in the form of a written contract or other form to constitute evidence of such disclosure.

7. A Member shall not compete unfairly with others or compete primarily on the basis of fees without due consideration for other factors to ensure that the Member's engagement is based on the merit of the services performed or offered.

8. A Member shall neither offer, nor make any payment of gifts to any public official or take any other action with the intent of unduly influencing the official's judgment in conferring an existing or prospective project in which the Member is interested.

9. A Member shall not offer or accept undisclosed payment or other consideration for the purpose of obtaining work.

10. A Member shall provide for the continuation of any ongoing work in the event of long-term illness, disability, retirement, or insolvency or bankruptcy.

11. Prior to engagement, a Member shall disclose to an employer or client, in written form, any direct or indirect financial interest they may have that could affect their impartiality in specifying project-related goods or services, and shall not knowingly assume or accept any position in which their personal interests conflict with their professional duty, and shall withdraw upon objection by the employer or client.

12. A Member shall not divulge any confidential information about a client or a project, or utilize photographs or copies in electronic form or specifications of the project without the express consent of the client, with the exception for those specifications or drawings over which the designer retains proprietary rights.

13. A Member shall act with fiscal responsibility in the best interest of the Member's clients, and shall maintain sound business relationships with suppliers, industry and trades to ensure the best service possible to the public.

14. A Member shall meet the Member's financial obligations to the Association and to the Member's employees, suppliers and other creditors including prompt payment of premiums, insurance, levies, statutory deductions, payroll and accounts.

15. A Member shall not make use of goods or services offered by manufacturers, suppliers or contractors if such use is accompanied by a direct or indirect condition or obligation without disclosure to and written consent of the Member's client.

16. A Member shall to the best of the Member's ability carry out the terms of

every contract to provide interior design services that the Member enters into in accordance with the terms thereof.

17. A Member shall not withdraw the Member's services except for a good cause and upon reasonable written notice in accordance with a written agreement, if any. Where the services of a Member are terminated, the Member shall make best efforts to cooperate with other Members or professionals to ensure the continuity of the services.

18. A Member shall not give adverse advice or adverse comment on the work of another Member without taking into account the full circumstances under which the Member designed the work and, where appropriate, without informing the Member.

19. Where the Member relies on the work, professional opinion, or certification of another professional, the Member shall take reasonable measures to confirm the credentials and/or qualifications of the other professional and advise the client or employer of the Member's reliance on the certification or professional opinion of the other professional.

20. A member shall comply with all applicable regulations of building codes or safety standards.

21. A Member shall not copy or plagiarize the design or work of another person without the written consent or agreement of the other person.

22. A Member shall not represent, pass off or claim authorship of the design of another person without the written consent or agreement of the other person.

23. A Member shall not claim credit for having performed interior design services on a project with respect to which the Member did not have a personal or active involvement.

24. A Member shall not solicit or accept any work when the Member knows or has reason to believe that another designer has been engaged or employed for the same purpose by the same client unless prior to accepting such work, the Member has received verification from the client that the other designer has been discharged. Such verification is not required where the client has requested a review or critique of services performed by current designer.

B DUTY TO OTHERS AND THE ENVIRONMENT

1. When acting in a professional capacity a Member shall at all times act with,
 - (a) good faith, fairness and loyalty to associates, employers, clients, subordinates, employees and other professionals;
 - (b) due regard to public health and safety;
 - (c) devotion to high ideals of personal honour and professional integrity;
 - (d) knowledge of developments in the area of professional interior design relevant to the services being provided; and,
 - (e) competence in the performance of the services being provided.

2. A Member shall,
 - (a) regard the Member's duty to public health and safety as paramount;
 - (b) endeavour at all times to enhance the public's regard for professional interior design by promoting awareness and knowledge and by discouraging untrue, unfair or exaggerated statements about the profession and interior design; and,
 - (c) express publicly, whether before a court, commission or other tribunal or in the press or electronic media or otherwise, only those opinions on professional interior design matters that are founded on adequate knowledge and honest conviction.

3. A Member shall,
 - (a) act towards other Members and professionals with courtesy and good faith;
 - (b) demonstrate understanding, professionalism and technical expertise to Intern Members under the Member's supervision;
 - (c) if asked to review the work of a Member at the request of that Member's client, inform the other Member, where permitted by the client, before undertaking the review;
 - (d) not maliciously injure the reputation or business of another Member or professional;
 - (e) not attempt to gain an advantage over other Members by paying or accepting a commission in order to obtain work;
 - (f) give proper credit for professional interior design work carried out by others;
 - (g) uphold the principle of fair compensation for professional interior design work;
 - (h) provide the opportunity, where possible, for the professional development and advancement of associates and subordinates; and
 - (i) improve the practice of the profession through the interchange of interior design information and the sharing of experience.
4. A Member shall co-operate with other professionals with whom the Member is called upon to work.
5. A Member shall have proper regard for the natural environment in the Member's work.
6. A Member shall in the course of the Member's approach to the design of any project show awareness and sensitivity to the environment, ergonomics,

sustainability and energy use.

C COMPETENCE AND KNOWLEDGE

1. A Member shall undertake only work that the Member is competent to perform by virtue of knowledge and experience and shall prepare reports and express opinions on interior design matters only on the basis of adequate knowledge and scientific data and honest conviction.
2. A Member shall comply with all applicable laws of any jurisdiction where work is performed or where a report or an opinion is provided on interior design matters.

D SIGNING AND SEALING OF DOCUMENTS

1. A Member shall sign, stamp and seal only plans, specifications, reports or documents, that the Member has prepared or that have been prepared under the Member's direct supervision and control or that another person has prepared and that the Member has thoroughly reviewed and for which the Member accepts professional responsibility.

E FAITHFUL AGENT OR TRUSTEE

1. A Member shall act for the Member's client or employer as a faithful agent or trustee and shall always act with fairness to all parties.
2. A Member shall not disclose confidential information received from a client or employer except as authorized by law, required by the Association for the purposes of complaints or discipline or with the consent of the client or employer.
3. A Member serving as a member of a board, committee or as a representative of the Association shall keep confidential all information received in relation to the work of the board, committee or Association.

F CONFLICT OF INTEREST

1. A Member shall not engage in activities or accept remuneration for services rendered that may create a conflict of interest with a client or employer unless the Member first makes full disclosure of such conflict and obtains the client or employer's written consent.

2. A Member shall immediately disclose to a client or employer any interest, direct or indirect, that might be construed as prejudicial in any way to the Member's professional judgment in rendering service to the client or employer.

3. A Member who is an employee but who takes on professional interior design work on contract in the Member's own name for a person other than the employer shall ensure that the work will not conflict with the duty to the employer, inform the employer of the work and inform the client of the status as an employee and any limitations that status may result in with respect to the provision of services to the client.

4. A Member has a conflict of interest where the Member or an officer, director, partner or employee of the Member has a direct or indirect financial or other interest in any material, device, invention or service used in a project with respect to which the Member provides services or makes use of any service offered by a contractor that may adversely affect the judgement of the Member as to any question that arises on the project as a direct or indirect financial or other interest which may adversely affect the judgement of the Member.

G OVERRULING OF PROFESSIONAL JUDGMENT AND DUTY TO WARN

1. A Member shall warn an employer or client about the consequences of proceeding with a work or project for which the Member is responsible, where there is the potential for risk to the public, where the employer or

client has overruled the professional advice of the Member with respect to the safety of the work or project.

2. Where a Member becomes aware that there may be a risk to the public with respect to a work for which the Member is professionally responsible, the Member shall warn the owner, client or other person with an interest in the project or work, and any and all appropriate regulatory or safety authorities, about the risk to the public.

H PROFESSIONAL ADVERTISING

1. A Member shall represent the Member's qualifications and competence and advertise the Member's professional services by presenting only demonstrable and unexaggerated facts.

I DUTY TO ASSOCIATION

1. On request by the Association, a Member shall provide any document, record or other data in hard or electronic form within the time frame set by the Association, or otherwise within a reasonable time, where related to an investigation or proceeding in respect of the professional conduct, competence or capacity of a Member.

2. A Member shall notify the Registrar in writing of any change of address recorded on the register maintained by the Registrar, notify the Registrar of any change in scope of practice or failure to obtain professional liability insurance or for exemption of insurance and to reply promptly to any demand for information received from the Registrar related to the professional conduct or competence of the Member.

3. A Member shall maintain an office from which the practice of interior design is carried out and maintain books, records and accounts showing fees and disbursements charged for services, correspondence, copies of certificates,

statements, notices and other documents relating to the administration of contracts and copies of all designs, working papers exhibited or used for the practice in interior design projects.

4. A Member shall not endorse the application for a professional organization membership and/or registration or licensure of an individual known to be unqualified with respect to education, experience, examination or character, nor shall a Member knowingly misrepresent the professional expertise or moral character of that individual.

J DUTY TO PROFESSION

1. A Member shall offer support, encouragement and information to Student Members and Intern Members and educational programs of interior design.

2. A Member shall, whenever possible, encourage and contribute to the sharing of knowledge and information between interior designers and other allied professions, industry and the public.

3. A Member may serve as an expert witness in judicial, arbitration or other proceedings.

4. A Member shall participate in the work, activities and governance of the profession of interior design.

5. A Member shall maintain standards of professional and personal conduct that will reflect in a responsible and positive manner on the interior design profession.

K SERVICE AND HUMAN WELFARE

1. A Member shall be guided in the Member's professional conduct by the principle that professional standards are founded upon integrity, competence and devotion to service and to public health and safety and by a commitment that the Member's actions shall enhance the dignity and

status of the profession.

L PUBLIC UNDERSTANDING

1. A Member is encouraged to enhance the public's understanding of professional interior design through the Member's practice.
2. A Member is encouraged to contribute to the public's understanding of issues of public interest where the Member's professional knowledge may assist that understanding.

M BREACH OF STANDARDS OF PRACTICE

1. A Member shall advise the Registrar of any act or omission of another Member that the Member believes to be contrary to this Section.
2. A breach of this Section constitutes an act of professional misconduct if the breach results in a finding that the Member has not engaged in the practice of professional interior design in accordance with the law, with the standards of the profession, or with honesty and integrity.

3.00 COMPLAINTS PROCESS

A COMPLAINTS

1. A complaint alleging a breach of the Standards of Practice may be filed with the Registrar regarding the conduct or actions of a Member by a client of the Member, another Member or any other interested person.

B COMPLAINTS COMMITTEE

1. There shall be a Complaints Committee as set out by the Association.
2. Members of the Hearing and Discipline Committee are chosen as follows:
 - (a) The Board of Directors shall appoint a complaints committee composed of at least three persons, only one of whom is not a member of the Association or former member of the Association.

(b) The Board of Directors shall appoint one of the members of the complaints committee who is a member of the Association and is not a current member of the Board, to be the chair of the complaints committee.

(c) The complaints committee may investigate a complaint made under this Policy and may

(1) dismiss the complaint;

(2) appoint a mediator to resolve the complaint;

(3) caution a member of the Association;

(4) refer the complaint to a hearing committee; or

(5) enter into a settlement agreement with the member of the Association.

3. Where a Member of the Complaints Committee is himself or herself the subject of a complaint, or if a Member of the Complaints Committee files a complaint against a Member, the Member shall take no part in any complaint investigation, mediation or discipline proceedings respecting the complaint.

C COMPLAINTS COMMITTEE PROCEDURE

1. In addition to the procedures set out in this Section, the Complaints Committee may establish its own procedures. The Board of Directors may designate a staff member to assist the Complaints Committee.

2. A complaint filed with the Registrar regarding the conduct or actions of a Member shall be investigated by the Complaints Committee.

3 The Registrar shall not act on a complaint unless the complaint is in writing or is recorded electronically or other medium which provides a permanent record of the complaint.

4. The Registrar shall give the Complainant a copy of the provisions of this Policy within 15 days of receiving the complaint. The Registrar shall give the

Member who is the subject of a complaint notice of the complaint and of the provisions of this Policy within 15 days of receiving the complaint.

5. A Member who is the subject of a complaint shall respond to the complaint by providing written submissions to the Complaints Committee within 30 days after receiving notice of the complaint. The Registrar shall give the Complainant a copy of the Member's response. If the Member fails to respond, the Complaints Committee may proceed to investigate and dispose of the complaint.

6. The Complaints Committee shall investigate the complaint and may:

(a) refer the complaint to Mediation as described in Section 4.00

"Mediation";

(b) appoint a Member or Members of the Complaints Committee to make such inquiries as are necessary to conduct a full and complete investigation of all aspects of the complaint and such other matters as may be relevant to the complaint and give the investigating member(s) such directions as are necessary to investigate the complaint; or,

(c) appoint a member in good standing to make such inquiries.

7. If the Complaints Committee considers a complaint to be frivolous, vexatious, made in bad faith or otherwise an abuse of process, the Complaints Committee shall give the Complainant and the Member notice that it intends to take no action with respect to the complaint. The Complainant and the Member may make a written submission to the Complaints Committee within 30 days after receiving such notice. If neither the Complainant nor the Member makes a written submission to the Complaints Committee, the decision of the Complaints Committee to take no action with respect to the complaint shall be final and there shall be no

right to appeal the Complaints Committee's decision.

8. The Complaints Committee shall provide the written report of the investigation to the Member and to the Complainant. The Member and the Complainant may make a further written submission to the Complaints Committee within 30 days after receiving the written report.

D COMPLAINTS COMMITTEE DECISION

1. The Complaints Committee, after investigating a complaint regarding the conduct or actions of a Member, after considering the report of the investigator and the written submissions of the Member and Complainant, if any, and after considering and making reasonable efforts to consider all records and documents it considers relevant to the complaint, may do any one or more of the following:

(a) refer a specific allegation of the Member's professional misconduct or incompetence to the Hearing and Discipline Committee for a hearing if the allegation is related to the complaint;

(b) require the Member to appear before the Complaints Committee to be cautioned or send a letter of caution to the Member;

(c) If the Complaints Committee is satisfied that the complaint was frivolous, vexatious, made in bad faith or otherwise an abuse of process, take no action with respect to the complaint; or

(d) take such other action as it considers appropriate not inconsistent with the By-Laws governing IDNL, IDNL's Standards of Practice or the Policy.

2. The determination of the Complaints Committee shall be made in writing and served on the Member and the Complainant.

3. The Complainant or the Member may file an appeal of the Complaints

Committee's decision made under Sections 3.00 D (1) (b), (c), or (d) by providing a written submission with the reasons for the appeal to the Hearing and Discipline Committee.

4. The Complaints Committee shall dispose of a complaint within 120 days after the filing of a complaint. If a complaint regarding the conduct or actions of a Member has not been disposed of by the Complaints Committee within 120 days after filing the complaint, the Hearing and Discipline Committee may, on application of the Member or the Complainant, require the Complaints Committee to ensure the complaint is disposed of in a further 90 days. If the complaint is not disposed of within 90 days, the Hearing and Discipline Committee shall investigate the complaint and make such orders as are appropriate to ensure the integrity of the complaints process.

5. In considering a complaint, the response of the Member and the report of the investigation, the Complaints Committee may refuse to disclose anything which could, in the opinion of the Complaints Committee, adversely affect the integrity of the complaint investigation and discipline process or disclose financial, personal or other matters of such a nature that the desirability of avoiding their disclosure in the interests of any person affected, or in the public interest, outweighs the desirability of adhering to the principle of disclosure.

4.00 MEDIATION PROCESS

A MEDIATION

1. In cases where the Complaints Committee is of the opinion that there does not appear to be any substantial breach of the Standards of Practice or that the complaint is substantially a commercial dispute, the Complaints Committee may designate a member of the Complaints Committee to mediate and

to attempt to resolve the complaint.

2. The written consent of the Complainant and the Member is required as a precondition to mediation and shall include an undertaking to:

- (a) participate in the mediation process in good faith;
- (b) submit a Statement of Facts and Issues in dispute to the mediator with proposed options for settlement seven days' prior to the mediation;
- (c) assist in providing options for settlement;
- (d) attempt to find mutually acceptable solutions to the issues; and,
- (e) be bound by the result.

3. The mediator will set a date for mediation and determine whether it is to be held in person or by electronic means. A mediation shall not be held by electronic means if the Complainant or Member satisfies the mediator that there is good reason for not doing so.

4. The mediation shall be confidential and no stenographic, visual or audio recordings shall be made. The mediation shall not prejudice the rights of the Complainant and the Member in any other proceeding.

5. Any agreement or compromise between the Complainant and the Member shall be reduced to writing and signed by them and shall be final and nonappealable.

6. If mediation fails to resolve the complaint, there shall be no further recourse through IDNL's complaint and discipline proceedings.

5.00 HEARING AND DISCIPLINE PROCESS

A HEARING AND DISCIPLINE COMMITTEE

1. There shall be a Hearing and Discipline Committee as determined by the Association.

2. Members of the Complaints Committee are not eligible for membership on the Hearing and Discipline Committee and are chosen as follows:

(a) The Board shall appoint a hearing and discipline committee for the Purpose of hearing a complaint against a member of the Association.

(b) The hearing and discipline committee consists of three persons, one of whom, other than the chair, is a member of the Association and one of whom is not a member of the Association or former member of the Association.

(c) The Board shall appoint a chair of the hearing committee who is a member of the Association and is not a current member of the Board.

3. Where a Member of the Hearing and Discipline Committee is himself or herself the subject of a complaint, or if a Member of the Hearing and Discipline Committee files a complaint against a Member, the Member shall take no part in any complaint investigation, mediation or discipline proceedings respecting the complaint.

B HEARING AND DISCIPLINE COMMITTEE PROCEDURE

1. In addition to the procedures set out in this Section, the Hearing and Discipline Committee may establish its own procedures. The Board may designate a staff member to assist the Hearing and Discipline Committee.

2. Where the Complaints Committee has referred a specific allegation of a Member's professional misconduct or incompetence to the Hearing and Discipline Committee, the Hearing and Discipline Committee may make an interim order suspending the right of the Member to use the designation provided for by the Member's Certificate of Membership if, in the opinion of the Hearing and Discipline Committee, the conduct of the Member exposes or is likely to expose persons to harm or injury. If an order is made by the Hearing and Discipline Committee in relation to an interim order, the complaint shall be prosecuted

expeditiously and the Hearing and Discipline Committee will give precedence to the matter. An interim order will remain in force until the matter is disposed of by the Hearing and Discipline Committee. No order shall be made unless the Member affected by the order has been given notice and seven days to make written submissions to the Hearing and Discipline Committee.

3) When a complaint is referred by the Complaints Committee, the Hearing and Discipline Committee shall hold a hearing to consider and determine whether a Member has breached any Standards of Practice.

4. The Registrar and the Member against whom allegations have been made are parties to a proceeding. The Registrar shall take carriage of the discipline matter. A Complainant may be a party to a proceeding with leave of the Hearing and Discipline Committee.

5. The Hearing and Discipline Committee may allow a person who is not a party to participate in a hearing if the good character, propriety of conduct or competence of the person is an issue at the hearing, or if the participation of the person would, in the opinion of the Hearing and Discipline Committee, be of assistance to the Hearing and Discipline Committee.

6. The Statutory Powers Procedure Act, R.S.O. 1991, Ch. S.22 shall apply to all proceedings.

7. The Hearing and Discipline Committee may make rules and orders to govern its proceeding which shall include:

(a) delivery of a Notice of Hearing to the Member, the Registrar and any other named parties;

(b) determination of the extent to which a person who is allowed to participate may do so, and may allow the person to make oral or written submissions, to lead evidence and to cross-examine witnesses;

- (c) giving all parties an opportunity to inspect any material the Hearing and Discipline Committee will consider, in advance of a hearing;
- (d) directing a member of the Hearing and Discipline Committee who is not the Chair to hold a pre-hearing conference to consider the settlement or simplification of any or all of the issues, facts or evidence that may be agreed upon, the estimated duration of the hearing, and any other matter that may assist in the just and most expeditious disposition of the hearing. A member who presides at a pre-hearing conference shall not preside at the hearing unless the parties consent;
- (e) giving all parties the right to appear before the Hearing and Discipline Committee at a hearing with witnesses and counsel if so requested to answer the complaint;
- (f) swearing in witnesses or accepting testimony under oath and requiring witnesses to produce in evidence any documents, drawings or materials specified by the Hearing and Discipline Committee;
- (g) giving all parties the right to cross-examine witnesses as may be reasonably required for full and fair disclosure of the facts in relation to which such witnesses have given evidence;
- (h) giving all parties the opportunity to make opening and closing statements on the substance of the complaint and the appropriate sanction, if any; and,
- (i) such other orders to facilitate the full, fair and expeditious hearing of the matter.

8. The Hearing and Discipline Committee may at any time permit a notice of hearing of allegations against a Member to be amended to correct errors or omissions of a minor clerical nature if it is of the opinion that it is just and equitable

to do so, and the Hearing and Discipline Committee may make any order it considers necessary to prevent prejudice to the Member.

9. The Registrar may be represented by counsel or an agent at the hearing. A party may be represented by counsel or an agent at the hearing.

10. Evidence against a Member is not admissible at a hearing of allegations against the Member unless the Member is given at least 20 days before the hearing and, in the case of written or documentary evidence, an opportunity to examine the evidence; in the case of the evidence of an expert, the identity of the expert and a copy of the expert's written report; or, if there is no written report, a written summary of the evidence; or, in the case of the evidence of a witness, the identity of the witness and a brief statement of the evidence the witness is to give. The Hearing and Discipline Committee may, in its discretion, allow the introduction of evidence that is inadmissible under this section and may make directions it considers necessary to ensure a party is not prejudiced.

11. Evidence of an expert led by a person other than the Registrar is not admissible unless the person gives the Registrar at least 10 days before the hearing the identity of the expert and a copy of the expert's written report, or, if there is no written report, a written summary of the evidence. The Hearing and Discipline Committee may, in its discretion, allow the introduction of evidence that is inadmissible under this section and may make directions it considers necessary to ensure that the Association is not prejudiced.

12. No member of the Hearing and Discipline Committee shall communicate outside the hearing in relation to the subject matter of the hearing with a party or parties represented unless the other party has been given notice of the subject matter of the communication and an opportunity to be present during the

communication.

13. Only the members of the Hearing and Discipline Committee who were present throughout a hearing shall participate in the decision. Any member who ceases to be a member of the Hearing and Discipline Committee after the hearing of a matter is commenced shall be deemed for the purposes of dealing with that matter to remain a member of the Hearing and Discipline Committee until the final disposition of the matter. Where the Hearing and Discipline Committee commences a hearing and a Member becomes unable to act, the remaining Members, if they constitute a quorum, may complete the hearing despite the absence of the withdrawing Member.

14. If the Hearing and Discipline Committee obtains legal advice with respect to a hearing, it shall make the nature of the advice known to the parties. The parties may make submissions with respect to the advice.

15. The hearing shall be open to the public. The Hearing and Discipline Committee may make an order that the public be excluded if it is satisfied that matters of a financial or personal nature may be disclosed at the hearing such that the desirability of avoiding public disclosure of these matters in the interests of any person affected, or in the public interest, outweighs the desirability of adhering to the principles that the hearing be open to the public. A request that the public be excluded from a hearing or a part of hearing should be made in writing to the Hearing and Discipline Committee by any party with a copy of the submission to the other party.

16. The Hearing and Discipline Committee shall ensure that oral evidence at a hearing is recorded and that copies or transcripts of the recording are available to a party at the party's expense.

17. After considering a written appeal of the Complaints Committee's decision

received in accordance with Section 3.00 D (3), the Hearing and Discipline Committee may confirm the decision, or, where in the opinion of the Hearing and Discipline Committee the disposition of the matter by the Complaints Committee was unreasonable, the Hearing and Discipline Committee may proceed to hold a hearing on the merits of the complaint or may refer the complaint back to the Complaints Committee for reconsideration with directions to the Complaints Committee. The Hearing and Discipline Committee shall not be required to hold a hearing as part of the review.

C DISCIPLINE COMMITTEE DECISION

1. If the Hearing and Discipline Committee finds that a Member has committed an act of professional misconduct, it may make an order to do one or more of the following:

- (a) direct the Registrar to revoke the Member's Certificate of Membership;
- (b) direct the Registrar to suspend the Member's Certificate of Membership for a specified period of time;
- (c) direct the Registrar to impose specified terms, conditions and limitations on the Member's Certificate of Membership for a specified or indefinite period of time;
- (d) require the Member to appear before the Hearing and Discipline Committee to be cautioned or send a letter of caution to the Member; or,
- (e) require the Member to appear before the Hearing and Discipline Committee to be reprimanded or send a letter of reprimand to the Member.

2. The Hearing and Discipline Committee may specify criteria to be satisfied for the removal of suspension or removal of terms, conditions and limitations imposed on a Member's Certificate of Membership or reinstatement of membership.

3. The Hearing and Discipline Committee shall find a Member to be incompetent if the Member's professional services display a lack of knowledge, skill or judgment or disregard for clients of a nature or to an extent that demonstrates that a Member is unfit to continue to practice or that the Member's practice should be restricted. If the Hearing and Discipline Committee finds that a Member is incompetent, it may make an order doing one or more of the following:

(a) direct the Registrar to revoke the Member's Certificate of Membership;

(b) direct the Registrar to suspend the Member's Certificate of Membership; or,

(c) direct the Registrar to impose specified terms, conditions and limitations on the Member's Certificate of Membership for a specified or indefinite period of time.

4. The Hearing and Discipline Committee may specify criteria to be satisfied for the removal of a suspension or the removal of terms, conditions and limitations imposed on a Member's Certificate of Membership.

5. Within 60 days after the hearing, the Hearing and Discipline Committee shall give its decision and reasons in writing to the parties, and if the matter has been referred to the Hearing and Discipline Committee by the Complaints Committee, to the Complainant.

6. IDNL may publish the Hearing and Discipline Committee's decision and its reasons or a summary of its reasons in its Annual Report or in any other publication of IDNL. In publishing a decision and reasons or summary of its reasons, IDNL may publish the name of the Member who was the subject of the proceeding.

7. A decision of the Hearing and Discipline Committee shall come into effect 15

days after notice of the decision has been given to the parties.

8. Where a decision is appealed by one or more of the parties, the decision shall not come into effect until the final disposition of any appeal.

9. A party to proceedings before the Hearing and Discipline Committee may appeal the decision of the Hearing and Discipline Committee by providing a written submission with the reasons for the appeal to the Board of Directors. The appellant shall file a written submission within 15 days from the decision of the Hearing and Discipline Committee. The respondent shall have a further 15 days to file a written response. The appellant shall have a further 10 days for a final response. The Board of Directors shall consider the matter within 30 days from receipt of the final submission and shall provide its decision to the parties in writing.

10. Any member of the Board of Directors who participated in the Complaints Committee or Hearing and Discipline Committee proceedings cannot participate in the appeal to the Board of Directors.

6.00 GENERAL PROVISIONS

A GENERAL

1. All Committees established hereunder, all members of IDNL and IDNL employees, agents, or consultants having knowledge of or involved with the keeping of any records relating to, or the conduct of, any complaint or disciplinary proceedings shall maintain confidentiality except where disclosure is required in the course of carrying out their duties, by law or by the Association or for consultation with legal counsel.

2. Any request for an extension of the time periods set out herein must be made to the Complaints Committee, Hearing and Discipline Committee or Board of Directors, as applicable, at least seven days' prior to the expiration of the

time period. All requests must be made in writing with reasons for the request. Time extensions may be granted at the discretion of the Complaints Committee, Hearing and Discipline Committee or Board of Directors.

3. For the purposes of carrying out its duties, the Complaints Committee, the Hearing and Discipline Committee and the Board of Directors may take such action as it considers appropriate and that is not inconsistent with the Association.

4. The Complaints Committee, the Hearing and Discipline Committee and the Board of Directors may designate from among its members a panel of not less than three to carry out their duties.

5. The Board of Directors shall appoint a record keeper to keep a record of all proceedings conducted by the Complaints Committee, the Hearing and Discipline Committee or the Board of Directors, and if requested, shall furnish any party with a transcript thereof at the party's own expense.