



Conflicts of Interest Code

In this Code 'you' refers to individuals and bodies regulated by the **CLC**; all individuals and bodies regulated by the CLC must comply with this Code. You must not permit anyone else to act or fail to act in such a way as to amount to a breach of this Code.

Outcomes-Focused

The ***Code of Conduct*** requires you to deliver the following ***Outcomes***:

- ***Each Client's best interests are served; (Outcome 3.1)***
- ***Clients have the information they need to make informed decisions; (Outcome 3.3)***
- ***Clients are aware of any limitation or any condition resulting from your relationship with another party. (Outcome 3.5)***

The prevention, detection and mitigation of ***conflicts of interests*** help you deliver these ***Outcomes*** and act in a principled way:

1. ***Act with Independence and Integrity. (Overriding Principle 1)***
2. ***Act in the best interests of your Clients. (Overriding Principle 3)***
3. You keep the interests of the ***Client*** paramount (except as required by the law or the ***CLC's regulatory arrangements***). (***CoC P3b***)
4. You do not act for a ***Client*** where you judge it is not in their best interest for you to do so. (***CoC 3c***)
5. You do not accept instructions from a person nor continue to act for a ***Client*** whose interests conflict directly with your own, the entity's, or another ***Client***. (***CoC P3d***)

You must also comply with the following ***specific requirements***:

6. Where the entity represents parties with different interests in any transaction each party is at all times represented by different **Authorised Persons** conducting themselves in the matter as though they were members of different entities. (CoC P3n)
7. Before or when accepting instructions to act for a second **Client** you inform each **Client** in writing that the body has been asked to act for another **Client** in the same matter and you explain the relevant issues and risks to them.
8. You only act for both **Clients** if each **Client** has provided informed written consent that you may act for another **Client** in the matter.
9. You do not act, or do not continue to act, for a **Client** where your ability to give independent advice is in any way restricted. This may arise if:
 - (a) you owe separate duties to act in the best interests of two or more **clients** in relation to the same or related matters, and those duties conflict, or there is a significant risk that those duties may conflict; or
 - (b) your duty to act in the best interests of any **client** in relation to a matter conflicts, or there is a significant risk that it may conflict, with your own interests in relation to that or a related matter.
10. If a conflict arises which was or should have been foreseen, you do not charge either **Client** a fee for the work undertaken (other than for **disbursements** properly incurred).
11. As an exception to requirement 6, and provided no conflict of interest arises, if you are a body with only one **Authorised Person** you may act for more than one **Client** where one of the **Clients** is a lender providing mortgages in the normal course of its business activities.

Should you require information on how to meet your responsibilities under this Code, please see the **CLC's Conflicts of Interest Guidance**.