Khensu® LLP
Code of Conduct

Version v1.0
Dated 01/05/2023

1. Status

We welcome individual Members, Sole Traders or Registered Companies as Members of the Khensu community under the auspices of Khensu LLP (Khensu®). This Code of Conduct sets out the expectations of conduct of all Members (which includes registered Partners / Designated Partners and unregistered Associate partners).

2. The Partners' Agreement

All Partners (including Designated Partners) must be signatories to the Partnership Agreement or have signed a Deed which confirms their obligations under the Partnership Agreement. Associate Partners are not bound by the same legal obligations but are all entitled to see the Partnership Agreement and we welcome comments upon it.

3. Obligations & Duties

Members shall, at all times:

3.1. Devote reasonable time and attention to Khensu® to ensure its successful operation and to satisfy clients of Khensu®. It is recognised that Members will have different calls on their time and there is no set minimum contribution. However, we expect that those who contribute most will have greater opportunities to be seen by and build relationships with business owners.

3.2. Conduct themselves in a proper and responsible manner and use their best skill and endeavour to promote Khensu®.

3.3. Not without the consent of the Designated Partners, derive any benefit from the use of the name or the property or the business connection of Khensu®;

3.4. comply with all statutes, regulations, professional standards and other provisions as may from time to time govern the conduct of Khensu® or be determined by the Designated Partners as standards to be voluntarily applied by Khensu® to the business;

3.5. show the utmost good faith to Khensu®;

3.6. Provide advice to clients only within their area of expertise or experience. Where their client requires advice or assistance outside of the Member's experience, the Member will always advertise this need within Khensu®, giving other partners the opportunity to support their client;

3.7. Keep their registration information and skills/experience records up to date and promptly notify Khensu® of any changes via the admin@khensu.co.uk email.

4. Expectations on Partners

Khensu® aims to be proactive in building relationships, and establishing subscription clients, with the business community. To support this development, and to build client relationships, Members are expected to:

4.1. Include Khensu on their LinkedIn experience section. (http://linkedin.com/companies/khensu) Note that LinkedIn shows this as an 'employee' of LinkedIn.

4.2. Follow and engage with the Khensu® web page (www.khensu.co.uk) and on LinkedIn

4.2.1. Comment on and repost Khensu LinkedIn posts.

4.2.2. Comment on other Partners comments and reposts.

4.2.3. Where appropriate, invite others in your network to follow Khensu.

4.2.4. Where appropriate, tag individuals in your network where Khensu articles may be of interest to them.

4.2.5. Provide articles and blogs for the website and for LinkedIn.

4.2.6. The aim of articles and blogs is to tackle pain-points and subjects that business owners and leaders are using search engines to find information on.

4.2.7. Articles and blogs should maintain a professional style, while allowing individuality and personality to show through.

4.2.8. Articles and blogs should consider aspects of business that are pain-points, challenges and opportunities for business owners and leaders.

4.3. Support the growth of the Khensu subscription model for clients and develop packages, workshops, templates etc. that would be of interest to business clients.

5. Use of Khensu email

All Members will be given an email address of the form firstname.familyname@khensu.co.uk.

Unless they have also been allocated a functional email address such as editor@, accounts@ admin@ etc., this email will be used for all communication with the Member. The exception will be when we are billing an individual or company for membership fees as this will always be billed to the person or company who joins, as described in their Registration Profile.

Members will also be able to send a message to partners@khensu.co.uk in order to send a message to all Members. This facility will discard any message which was not sent from a khensu.co.uk domain.

Communications should be courteous and professional at all times and Khensu® will not tolerate any harassment or abuse of any Member or group of Members.

Members must take great care not to circulate spam or inappropriate material to Members and will be given a warning if this happens. Persistent misuse of this group facility may ultimately give grounds for expulsion from Khensu.

6. Confidentiality

One of the benefits of the Khensu network is that Members may wish to share issues or seek assistance or ideas from other Members. This is likely to include the sharing of confidential information. It is of the utmost importance that and confidential information shared within Khensu is treated as confidential and never to the detriment of the discloser or, where appropriate, the client or prospect concerned.

This is a basic ethical issue and, if any Member is found to have disclosed or misused confidential information given by another Member, then it will treated as a grave breach of this Code of Conduct and will be dealt with under section 11.1 of this Code of Conduct.

7. Finder's Fees and Commission

Where a Member is introduced to a client and is successful in getting paid for professional services with that client, it is common that a commission of finder's fee is paid to whoever made the introduction. This is a matter between the Member parties themselves and should be appropriate to the circumstances but 15% to 20% is not uncommon.

In the circumstances where the original lead came to Khensu, rather than an individual Member, Khensu® will normally charge a commission on paid work provided by the Member or Members. The rate of commission will be notified by the Designated Partners after consultation with all Members.

8. Management & Meetings

Meetings will be held at least 6 times a year and shall normally be convened by the Managing Partner or his designated substitute.

Reasonable advance-notice shall be given to all those entitled to attend the meetings.

The Designated Partners will operate with transparency to all Members and will consult the Members, either during a meeting or by an electronic poll/survey on substantive matters.

Where notice has been given that a substantive matter is to be decided at a meeting and a Member is not able to attend, the LLP will accept proxy votes from an authorised alternative Member or in advance of the meeting by email notification. Where a member wishes to exercise this option, they may declare their voting intentions by simple email from their Khensu email address to admin@khensu.co.uk, at least 24hrs prior to the planned start of the meeting at which the vote is due to take place.

In accordance with the Partners' Agreement, there will be some matters which are reserved for the Designated Partners only.

9. Expenses

Members are expected to meet their own expenses in carrying out duties for the Business.

However, Members shall be entitled to charge and be refunded all out-of-pocket expenses properly incurred by them in connection with Khensu® business provided that the expense has been incurred with the prior permission of a Designated Partner.

All expenses shall be verified by an appropriate receipt and VAT invoice where appropriate.

10. Insurance

Members are expected to have an appropriate level of Professional Indemnity insurance in place (Minimum £1m).

Khensu® reserves the right to check that PI insurance is in place before any work may be assigned by the Business to a Member on a case-by-case basis.

11. Retirement or Expulsion

Any member may retire from Khensu® at any time by simple written notification to admin@khensu.co.uk . Khensu® will acknowledge this notification to their personal/business email address (not their Khensu® email address), after which time the former Member will lose all rights and privileges afforded by membership of Khensu®. There will be no refund of membership fees received and unused.

If any Member shall:

11.1. commit any grave breach, or persistent breaches, of this Code of Conduct; or

11.2. have a bankruptcy order made against them; or

11.3. fail to pay any money owing by them to the Business within 30 days of being requested in writing by the Business so to do; or

11.4. be guilty of any conduct likely to have a serious adverse effect upon Khensu®.

then the Designated Partners may, after a simple majority vote, impose sanctions, including expulsion of the Member.

At their sole discretion the Designated Partners may seek the agreement of, or consult with, Associate Partners, provided this does not infringe the rights, including the right to privacy, of the Member concerned. In such circumstances, Khensu® will notify the Member of their decision in writing and cancel their membership or strike them off the list of Partners, as appropriate.

12. Disputes

Any dispute under or arising out of this Code of Conduct shall be resolved by raising the matter with any of the Designated Partners. The matter should then be discussed, and a resolution agreed by the normal voting procedure at a meeting of Designated Partners.

At their absolute discretion, the Designated Partners may put the matter to the wider Membership, but only with the aggrieved party's permission.

The Designated Partners will use this as a consultation exercise to inform their decision on the matter save for the case where a majority of 60% of Associate Partners vote for a particular resolution. In that case, the Designated Partners will abide by the will of the Associate Partners.