

Company No: 44483

The Companies Acts 1862 to 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM and ARTICLES

of **ASSOCIATION**

- of -

**THE NATIONAL INSTITUTE OF
MEDICAL HERBALISTS**

(adopted by Special Resolution dated 16th October 2009
and amended by Special Resolutions dated 15th October 2010
and 4th November 2011)

Incorporated on 29th June 1895

Tozers LLP

Exeter

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COMPANIES HOUSE

The Companies Acts 1862 to 2006

COMPANY LIMITED BY GUARANTEE

Memorandum of Association

- of -

THE NATIONAL INSTITUTE OF MEDICAL HERBALISTS

(as adopted by Special Resolution dated 16th October 2009)

1. NAME

The name of the Association is "The National Institute of Medical Herbalists"
("**the Institute**"¹)

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ALFRED RUSSELL FOX, 56 Snig Hill, Sheffield
Medical Herbalist

WILLIAM PARKER, 272 Fitzwilliam Street, Sheffield
Medical Herbalist

WILLIAM HENRY BLUNT, 7 Snow Hill, Birmingham
Medical Herbalist

JOE CRYER SCOTT, 132 Sheffield Road, Barnsley
Medical Herbalist

¹ Words defined in clause 1 of the Articles (or elsewhere) are printed in bold the first time they appear

JAMES PARKINSON, 17 Lees Road, Oldham
Medical Herbalist

SAMUEL HALLIDAY, 22 Northgate, Cleckheaton
Medical Herbalist

THOMAS OGDEN, 101 Westgate, Dewsbury
Medical Herbalist

THOMAS TILDESLEY, 70 Broad Street, Parkgate
Medical Herbalist

JOHN SIMMONS, 94 Shakespeare Street, Southport
Medical Herbalist

DATED this 28th day of May 1895

WITNESS to the Signatures of the above named Alfred Russell Fox, William Parker,
William Henry Blunt, Joe Cryer Scott, James Parkinson, Samuel Halliday,
Thomas Ogden, Thomas Tildesley and John Simmons :-

E. MANNING KEER,

Clerk with A. Muir Wilson,
Solicitor, Sheffield

The Companies Acts 1862 - 2006

COMPANY LIMITED BY GUARANTEE

Articles of Association

- of -

THE NATIONAL INSTITUTE OF MEDICAL HERBALISTS

(as adopted by Special Resolution dated 16th October 2009
and amended by Special Resolutions dated 15th October 2010 and 4th November 2011)

The following (lettered) provisions from the former Memorandum of Association of the Institute are deemed to be incorporated into the Articles by virtue of the Companies Act 2006 with effect from 1st October 2009.

A. REGISTERED OFFICE

The Registered Office will be situated in England.

B. OBJECTS

The objects of the Institute ('**the Objects**') are to promote and encourage the study and practice, with a view to the relief of human suffering, of the art and science of **Medical Herbalism**.

C. POWERS

The Institute has the following powers, which may be exercised only in promoting the Objects.

- C 1 To promote and encourage the study and knowledge of the vegetable kingdom in its application to medicine and public health (both in relation to industry and

agriculture and otherwise), and to diffuse and to seek to diffuse such knowledge by lectures, classes, publications and other lawful means;

- C.2 To safeguard and to improve the quality and the range of services given by qualified Medical Herbalists, to repress malpractices, and by such means to promote the advance of Medical Herbalism as a profession,
- C.3 To train Medical Herbalists, prospective Medical Herbalists and ancillary workers, and to conduct examinations;
- C.4 To provide, maintain and run clinics and hospitals;
- C.5 To form or otherwise acquire and to maintain, extend and improve a library or libraries,
- C.6 To establish, donate and administer prizes and other rewards and distinctions;
- C.7 To co-operate with other bodies
- C.8 To raise funds, borrow money and give security for loans
- C.9 To acquire or hire property of any kind
- C.10 To let or dispose of property of any kind
- C.11 To make grants or loans of money and to give financial guarantees
- C.12 To set aside funds for special purposes or as reserves against future expenditure
- C.13 To invest the moneys of the Institute not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law, and subject also as hereinafter provided

- C.14 To delegate the management of investments to a **financial expert** and arrange for investments or other property of the Institute to be held in the name of a nominee company or of a financial expert acting under their instructions, and to pay any reasonable fee required
- C.15 To deposit documents and physical assets with any company registered or having a place of business in the United Kingdom or Ireland as **custodian**, and to pay any reasonable fee required
- C.16 To enter into contracts to provide services to or on behalf of other bodies
- C.17 To pay for **indemnity insurance** for the **Directors**
- C.18 To establish, support, administer or set up any charitable or other trusts which may lawfully be undertaken or supported by the Institute and may be conducive to the Objects; and
- C.19 To do anything else within the law which promotes or helps to promote the Objects

D. BENEFITS TO MEMBERS AND DIRECTORS

- D 1 The property and funds of the Institute must be used only for promoting the Objects and do not belong to the **Members** but
- D 1 1 Members who are not Directors may be employed by or enter into contracts with the Institute and receive reasonable payment for goods or services supplied
- D.1.2 Members (including Directors) may be paid interest at a reasonable rate on money lent to the Institute
- D 1 3 Members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Institute

- D 1.4 Members (including Directors) who are also **beneficiaries** may receive charitable benefits in that capacity provided that in the case of a Director:
- D.1.4.1 the Director would have been entitled to the same (or no less) benefits if he were not a Director
- D.1.4.2 the provisions of clause D 4 are complied with
- D.2 A Director must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Institute except
- D.2.1 as mentioned in clauses C 17 (indemnity insurance), D 1 2 (interest), D.1 3 (rent), D.1.4 (charitable benefits) or D.3 (contractual payments)
- D 2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Institute
- D 2 3 an indemnity in respect of any liabilities properly incurred in running the Institute (including the costs of a successful defence to criminal proceedings)
- D.2.4 payment to any company in which a Director has no more than a 1 per cent shareholding
- D 2.5 in exceptional cases, other payments or benefits as set out in the Bye-Laws
- D.3 A Director may not be an employee of the Institute, but a Director or a **connected person** may enter into a contract with the Institute to supply goods or services in return for a payment or other material benefit if
- D 3 1 the goods or services are actually required by the Institute
- D 3 2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in clause D 4
- D.3.3 no more than one half of the Directors are interested in such a contract in any **financial year**
- D 4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee he or she must:

- D.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter
- D 4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information
- D.4 3 not be counted in the quorum for that part of the meeting
- D.4 4 be absent during the vote and have no vote on the matter

E. LIMITED LIABILITY

The liability of the Members is limited.

F. GUARANTEE

Every Member promises, if the Institute is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Institute while the contributor was a Member

G. DISSOLUTION

If the Institute is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied to some other not-for-profit body or charitable institution or charitable institutions having objects similar to the Objects as determined by the Members, and if and so far as effect cannot be given to such provision, then to some other charitable object or charitable objects

H. INTERPRETATION

References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it

PRELIMINARY

1 In the Articles, unless the context indicates another meaning:

'the Act' means the Companies Acts 1985 to 2006

'AGM' means an annual general meeting of the **Institute**

'the Articles' means the Institute's articles of association

'Bye-Laws' means bye-laws duly passed by the **Council**² for the proper governance of the Institute as a professional body

'beneficiaries' means **Members** and any other person entitled to benefit from its support

'Chair' means the duly appointed chairperson of a meeting

'clear day' means 24 hours from midnight following the relevant event

'connected person' means, in relation to a **Director**, a person with whom that member shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director

'Council' means the members of the Council or governing body of the Institute who shall act as its **Directors**

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them

'Director' means a member of the Council and **'Directors'** has a corresponding meaning

'Disciplinary Procedure' means a disciplinary procedure in relation to Members adopted in accordance with the Bye-Laws

'electronic means' refers to communications addressed to specified individuals by telephone, fax, email or any other electronic equipment for the processing, storage and transmission of data, using wires, radio optical technologies or any other electromagnetic means, or, in relation to meetings,

² Words defined in clause 1 of the Articles (or elsewhere) are printed in bold the first time they appear

by telephone or televisual or other electronic or virtual means agreed by resolution of the Council

'Fellow' means a Member elected as such by the Council

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

'financial year' means the Institute's financial year

'firm' includes a limited liability partnership

'General Meeting' means any meeting of the Institute other than an AGM

'Honorary Associate' means a person (not being a Member) elected as such by the Council

'indemnity insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'the Institute' means the company governed by the Articles

'Life Member' means a Member elected as such by the Council

'material benefit' means a benefit which may not be financial but has a monetary value

'Medical Herbalism' means the professional practice of herbal medicine and

'Medical Herbalist' shall mean a qualified person engaged in the Profession

'Member' and **'Membership'** refer to company membership of the Institute and so (except where the context indicates otherwise) include a Fellow or Life Member but exclude Honorary Associates

'Memorandum' means the Institute's Memorandum of Association

'month' means calendar month

'nominee company' means a corporate body registered or having an established place of business in England and Wales

'the Objects' means the Objects of the Institute as defined in Article B

'Office Holder' means a Member elected at an AGM as President, Vice-President, Honorary General Secretary or Honorary Treasurer

'Practising' means currently engaged in the practice of the Profession

'present' includes being present by electronic means agreed by the Council in which a participant or participants may communicate with all the other participants, whether or not visually

'Profession' means the profession of Medical Herbalism

'Secretary' means the company secretary of the Institute

'the UK' means the United Kingdom of Great Britain and Northern Ireland

'written' or **'in writing'** refers to a legible document on paper (including a fax message) and other modes of representing or reproducing words in a visible form

'year' means calendar year

Words importing the singular number shall include plural number and vice versa.

Unless the context otherwise requires, expressions defined in the Acts or in any statutory modification thereof any subordinate legislation made under it in force at the date of which these Articles become binding on the Institute shall have the meanings so defined.

MEMBERSHIP

2. The number of Members is unlimited
3. The subscribers to the Memorandum and such other persons as may be admitted to Membership in accordance with these Articles, and no others, shall be Members, and shall be entered in the Register of Members accordingly
4. Members (who may be Practising or not) include Fellows and Life Members whose qualifications, rights and obligations are as hereinafter stated

- 5 The qualifications for a Member are determined by the Council. Without limitation, the Council may accept an application from any jurisdiction and may make such arrangements as it thinks fit for accreditation in accordance with the Bye-Laws.
6. The Council may establish different classes of Membership from time to time in respect of which it may set differing subscription rates.

ADMISSIONS

7. A person wishing to become a Member shall deliver to the Institute a signed application for admission framed in such terms as the Council requires.
- 8 8 1 The Council is responsible for all admissions to Membership and no person shall be admitted as a Member in any class of subscription unless her or his application shall be first approved by the Council and duly registered after all formalities have been completed in accordance with the Bye-Laws.
- 8 2 The Council may delegate its responsibilities under Article 8.1 to an admissions board established in accordance with the Bye-Laws.

HONOURS AND AWARDS

9 Fellows

- 9 1 The Council may elect as a Fellow any Member who in its opinion has distinguished herself or himself in any branch of Medical Herbalism or has rendered conspicuous service to the Institute
- 9 2 Any Member wishing to propose another for election as a Fellow must submit to the Secretary a written proposal, stating the grounds for it, for submission to the Council at its next meeting

9.3 No Fellow shall be elected if the number of Fellows would thereby exceed twenty-five per cent of the Membership

10 Life Members

10.1 The Council may grant Life Membership to any Member who in its opinion merits this honour

10.2 Life Members have the same rights and obligations as any other Member, save that they will not be required to pay the annual subscription. This concession does not extend to the payment of any insurance premium, levy, fee or other charge applicable to Members.

11 Honorary Associates

11.1 The Council may elect as an Honorary Associate any person who has in its opinion contributed notably to the advancement of Medical Herbalism or the promotion of the Objects.

11.2 Honorary Associates are not company Members of the Institute but are expected to abide by these Articles and the Bye-Laws so far as applicable to them. They may attend and take part in an AGM or General Meeting but may neither vote nor describe themselves as Members.

12 Titles

Members may, for so long only as they remain Members, use the letters "MNIMH" (Member of the National Institute of Medical Herbalists), except that Fellows may use the letters "FNIMH" (Fellow of the National Institute of Medical Herbalists)

CONDITIONS AND OBLIGATIONS OF MEMBERSHIP

13. All Members are bound by the Memorandum, these Articles and the Bye-Laws and by any code of ethics, code of practice, disciplinary procedure, complaints procedure and regulations issued by the Council
14.
 - 14.1 Every Member shall pay an annual subscription appropriate to the class of Membership and all registration fees, levies and any other fees prescribed from time to time by the Council in accordance with Article 39.3, such subscription and other payments to become due on the first day of January in every year unless otherwise decided by the Council
 - 14.2 Nothing in Article 14 1 shall affect the Member's obligation to pay
 - 14.2 1 any registration fee or levy charged by any competent authority in connection with practice as a Medical Herbalist and
 - 14.2.2 the premium for any Indemnity Insurance required by the Council in accordance with these Articles and the Bye-Laws.
- 15 Every Practising Member in the UK must take out professional indemnity and malpractice insurance through the Institute's block insurance scheme and pay the due premium, the only exceptions being
 - 15 1 registered medical practitioners who are already fully insured and
 - 15 2 other practitioners who as members of another professional body are fully insured to practise Medical Herbalism provided the cover is equivalent to that of the NIMH block insurance in every respectwho in each case can provide proof of insurance

CEASING MEMBERSHIP

- 16 A Member ceases to be a Member by death, resignation or expulsion or in accordance with Article 19.
- 17 A Member wishing to resign shall send notice in writing with his or her certificate of Membership to the Secretary at the registered office of the Institute by registered post, on receipt of which his or her Membership shall cease after one month from service of the notice
18. If after enquiry in accordance with the Bye-Laws and any Disciplinary Procedure the Council decides that a Member has been guilty of dishonourable conduct or of any dereliction of the Member's duty towards the Institute, the Council may expel that Member.
19. Any Member who fails to pay her or his annual subscription or a stipulated part of that subscription or any other payment due under Articles 14 and 15 within the period stipulated in the Bye-Laws will cease to be a Member.

GENERAL MEETINGS

- 20 20 1 The Institute must hold an AGM in every year (and within 15 months of the last AGM) at such time and place as may be determined by the Council
- 20.2 All other meetings of the Institute are General Meetings.
- 20 3 The Institute may make arrangements for Members to attend a General Meeting by televisual or other electronic or virtual means provided that all remote attendants may securely identify themselves, follow the proceedings and cast their votes by telephone, on line or in a manner otherwise agreed by the Council.

- 20.4 The Council may issue such directions as it may reasonably consider necessary for the appointment verification and revocation of proxies and for valid electronic voting
21. 21.1 A General Meeting may be called at any time by the Council and must be called by a notice issued within 28 clear days following service of a written request from at least 5% of the Members stating the general nature of the business to be dealt with
- 21 2 If at any time there are not within the UK sufficient members of the Council to form a quorum, any Director may convene a General Meeting in the same manner, as nearly as possible, as that in which Meetings may be convened by the Council.
22. Any motion that a Member wishes to put to the AGM must be proposed in writing by at least two Members and shall be in the hands of the Honorary General Secretary, in writing, two clear calendar months before the date of the AGM.

NOTICE OF GENERAL MEETINGS

23. General Meetings are called on at least 21 clear days' written notice specifying the place and time chosen by the Council and the business to be discussed A General Meeting may be called by shorter notice if agreed:
- 23.1 in the case of an **AGM**, by all the Members entitled to attend and vote, and
- 23 2 in the case of a General Meeting, by a 95% majority of such Members
- 24 The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any Member shall not invalidate the proceedings at any Meetings.
25. 25.1 In addition to notice of the statutory right to appoint a proxy any notice of General Meeting shall include a ballot paper which when duly completed and delivered to the Secretary at or before the meeting shall

be a Member's only means of voting (subject to any arrangements made by the Council under Article 20 3), whether in person or by proxy, on any formal motion to be put to that meeting.

25 2 Before the AGM the Secretary shall issue to each Member papers for nominating the Office holders (where any such office falls or is about to fall vacant) and for filling any vacancies among the other Directors.

25.3 Nominations, which must in all cases be proposed and seconded by Members, must be consented to by the nominee and submitted to the Secretary in writing at least six weeks before the AGM.

25 4 The list of nominees shall be sent to all Members, with the necessary ballot papers listing all the motions which are to be put to the Meeting, at least three weeks before the AGM. The completed ballot papers shall be returned to the Secretary by the date specified by the Institute.

25.5. Any further procedural requirements in relation to any General Meeting shall be at the reasonable discretion of the Council

PROCEEDINGS AT GENERAL MEETINGS

26. All business put before the Members by the Council that is transacted at a General Meeting, and also all that is transacted at an AGM (with the exception of the consideration of the accounts, balance sheets, and the ordinary report of the Council and Auditors, the election of the Council and other officers in the place of those retiring and the appointment of, and the fixing of, the remuneration of the Auditors), shall be deemed special.

27. 27 1 No business shall be transacted at any General Meeting unless a quorum of Members is present (whether in person or by proxy) at the time when the Meeting proceeds to business

27 2 Save as herein otherwise provided ten Members shall be a quorum.

28. If there is no quorum present within half-an-hour from the appointed time, the meeting will be dissolved if convened upon the requisition of Members or, in any other case, adjourned to such time and place as the Council decides, but if business is adjourned for more than 28 days then at least 14 clear days' notice of the adjourned meeting and business must be given. If at the adjourned Meeting a quorum is not present within half-an-hour from the appointed time, the Members present shall be a quorum.
- 29 The President, whom failing the Vice-President, or in their absence any Member then appointed by those present, presides at a General Meeting.
30. The Chair may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn the Meeting to another time or place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. Save as aforesaid, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at an adjourned Meeting.
- 31 Every Member has one vote (but for the avoidance of doubt an Honorary Associate has none)
32. 32.1 At any General Meeting the results of any ballot in respect of any formal resolution under Article 25 shall be declared by the Chair at or as soon as practicable after that Meeting. Any other decision (such as to elect a Chair or to adjourn) shall be made on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands) by at least two Members present in person or by proxy and entitled to vote
- 32.2 Unless a poll is demanded, a declaration by the Chair that a resolution has on a ballot or show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Minute Book, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

33. In the case of an equality of votes, whether on a ballot, on a show of hands or on a poll, the Chair of the Meeting shall be entitled to a second or casting vote.
34. A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken via a postal voting process no later than two weeks after the General Meeting in which the poll was demanded.

THE COUNCIL

35. 35.1 The Council consists of the following who are all Members elected at an AGM.

President

Vice President

Honorary General Secretary

Honorary Treasurer

and up to six other Directors

- 35.2 Any Member (including a Director) may nominate a Member to fill any vacancy in the Council, for a term of three years subject to the provisions of Article 36 (a 'year' in this context meaning from one AGM to the next)

- 35.3 As soon as practicable after the AGM the Council shall define the responsibilities of the six other Directors.

36. 36.1 During their respective terms of office the rotation provisions of Article 36.3 do not apply to the elected Office holders.

- 36.2 If any Office holder ceases to hold that office for any reason, he or she shall retire from the Council at the same time

- 36.3 One third (or the number nearest to but not more than one third) of the Council (excluding any Office holder whose term of office has not yet

expired) must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

36.4 Except that no-one may serve more than six years consecutively as President, all members of the Council shall (subject to the provisions of Article 43) be eligible for re-election unless otherwise resolved in General Meeting.

37. The Council may at any time co-opt (and remove on notice in writing) any Member to fill a vacancy in their number provided that the prescribed maximum is not exceeded That person holds office only until the next AGM but may be re-elected for a full term.

38 Subject to Articles 21 and 22 the Members may by special resolution remove any Director before the expiration of her or his period of office, and may by an ordinary resolution elect another person in her or his stead.

POWERS AND DUTIES OF THE COUNCIL

39 39 1 The business of the Institute shall be managed by the Council who may pay all expenses incurred in the establishment and registration of the Institute and may exercise all powers which are not reserved to a General Meeting, subject to these Articles, to the provisions of the Acts and to any Regulation made by the Institute in General Meeting, but no such Regulation shall invalidate any prior valid act of the Council.

39 2 The Institute is responsible for overseeing and raising the standards of training in the profession and for accrediting courses leading to membership of the Institute but may delegate the task to an Accreditation Board established in accordance with the Bye-Laws.

39 3 The Council will set the annual subscription appropriate to the class of Membership and all registration fees, levies and any other fees The annual subscription may be increased by no more than 5% per annum,

and any increase greater than 5% will be by resolution passed at a general Meeting of the Institute.

40 The Council may appoint a Director as its representative under its direction in the role of Director or officer of another organisation of which the Institute is a member.

41. The Council must keep proper records of:-

41.1 all appointments of officers made by the Council.

41.2 the names of Members present at each meeting of the Council.

41.3 all proceedings at meetings of the Institute and the Council

Minutes of any meeting, purporting to be signed by the Chair of that or the next succeeding meeting, shall be sufficient evidence of the facts therein stated without further proof.

SECRETARY

42. The Honorary General Secretary for the time being of the Institute shall be treated as the Company Secretary. The Council may at any time by resolution appoint an assistant or deputy secretary, or may authorise some other officer to act as or in place of the Honorary General Secretary, upon such terms as it may think fit (subject to the provisions of Article D) but not on such terms as would prevent her or his removal from office by the Council at any time.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

43. 43.1 The office of a Director shall be vacated if:-

(a) a receiving order is made against her or him, or she or he makes any arrangement or composition with her or his creditors,

- (b) she or he becomes of unsound mind;
- (c) she or he ceases to be a Member;
- (d) she or he resigns by written notice to the Institute,
- (e) she or he becomes prohibited from holding office by reason of any court order made under the Act,
- (f) she or he is removed by resolution of the Members present and voting at a General Meeting;
- (g) she or he assumes any office of profit under the Institute or receives any remuneration or other direct or indirect benefit from the Institute, contrary to the provisions of Article D, or
- (h) she or he is directly or indirectly interested in any contract with the Institute, and fails to declare the nature of her or his interest in manner required by the Act

43.2 No Member shall be disqualified from being a Director by virtue merely of attaining the age of 70 or any particular age.

PROCEEDINGS OF THE COUNCIL

44 44.1 The Council may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit.

44.2 Every issue may be determined by a simple majority. The Chair has a second or casting vote.

44.3 A Director may, and the Honorary General Secretary on the requisition of a Director shall forthwith, summon a meeting of the Council

45. A quorum at a meeting of the Council is 6 unless otherwise decided by the Council.
46. The Council may act notwithstanding any vacancy, but if its number falls below the quorum the Council may act for the purpose of increasing that number, or of summoning a General Meeting, but for no other purpose.
47. The President, or in her or his absence the Vice-President, shall preside over the meeting of the Council, and failing these the Council present may choose one of their number to be Chair of the meeting
48. The Council may delegate any of their functions to committees consisting of two or more individuals appointed by them on such terms as the Council thinks fit. Any committee shall, in the exercise of its functions, conform to any regulations imposed on them by the Council from time to time
49. A procedural defect (including in relation to the appointment of a Director) of which the Council or its Committee are unaware at the time does not invalidate decisions taken at a meeting.
50. 50.1 A meeting of the Council may be held either in person or by electronic means agreed by the Council in which all participants may [as near] simultaneously [as possible] communicate with all the other participants.
- 50.2 A written resolution signed by all the Council (or its Committee as the case may be) is as valid as a resolution passed at a meeting

ACCOUNTS

51. The Council must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
- 51.1 annual reports
- 51.2 annual returns

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- 51 3 annual statements of account.
52. The Honorary Treasurer shall be responsible for the payment of all accounts, and all cheques shall be signed by either the President or the Treasurer and one other authorised signatory.
- 53 The accounting records shall be kept at the registered office of the Institute, or (subject to the Act) at such other place or places as the Council decides, and shall always be open to the inspection of the Council
54. The accounting records may be made available for inspection by Members who are not members of the Council if the Council so decides No Member (not being a Director) has any right of inspecting any account or book or document of the Institute except as conferred by statute or authorised by the Council or in General Meeting
- 55 The Council shall in accordance with the Act cause to be laid before the Members at the AGM such profit and loss accounts, balance sheets and reports as are required by the Act, made up to a date not longer than 9 months after the end of the accounting reference period of the Institute
- 56 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Members at the AGM, together with a copy of the Auditor's report and the report of the Council, shall not less than 21 days before the date of the AGM be sent to all persons entitled to receive notices of the AGM The Auditor's report shall be open to inspection and be read before the meeting as required by the Act

SEAL

- 57 The common seal (if any) of the Institute will be kept safely and used only by resolution of the Council and in the presence and over the signatures of two members of the Council and of the Honorary General Secretary or any other officer duly appointed or authorised under these Articles The Council may in

the alternative authorise two of its members to sign a deed or other document without the seal.

NOTICES

58. 58.1 Notices under the Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or national newspaper or any journal distributed by the Institute. The only address at which a Member is entitled to receive notices by post is the address shown in the register of Members or such other address as the member may notify to the Institute for the purpose from time to time.
- 58.2 Subject to the provisions of the Act and the Articles the Institute may send or supply all types of notice, document or information to Members either by hard copy or by electronic means or by making them available on a website.
59. Any notice given in accordance with the Articles is to be treated for all purposes as having been received
- 59.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
- 59.2 2 clear days after being sent by first class post to that address
- 58.3 3 clear days after being sent by second class
- 59.4 5 clear days after being sent by overseas post to that address
- 59.5 on the date of publication of a newspaper containing the notice
- 59.6 on being handed to the Member personally or, if earlier,
- 59.7 as soon as the Member acknowledges actual receipt

60. Notice of every General Meeting shall be given to every Member, to the auditor or auditors, and to every holder of debentures (if any) of the Institute, and no other. Provided that this Article shall not require a copy of such notice to be sent to any person of whose address the Institute is not aware, or to more than one of the joint holders of any debentures.

REGULATIONS

61. The Council may decide upon any subject not provided for in the foregoing Articles, according to the spirit of the Objects
62. These Articles are retrospective and binding on all Members

BYE-LAWS

63. The Council may as and when and for such purposes as they shall think fit make Bye-Laws for the conduct of the Institute.

INDEMNITY

64. The Institute will indemnify any officer for the time being of the Institute from and against any act or omission which she or he may perform or fail or neglect to perform in good faith whilst in office.