

METANOIA INSTITUTE

ARTICLES OF ASSOCIATION

Amended by Special Resolution in 2014  
Revised on the 25<sup>th</sup> of February 2020  
Revised on the 23rd of May 2023

1. The Company's Name: Metanoia Institute
  - 1.1. The Company's Registration Number is 2918520 and the Institute is a registered charity, number 1050175.
  - 1.2. In this document the Metanoia Institute is referred to as the 'Institute'.
2. Interpretation
  - 2.1. In the Articles:
    - 2.1.1. 'Charity' means the Institute is registered with the Charity Commission.
    - 2.1.2. 'Address' means a postal address or, for the purposes of electronic communication, a fax number, an email, or a telephone number for receiving text messages in each case registered with the Institute.
    - 2.1.3. 'Articles' means the Institute's Articles of Association.
    - 2.1.4. 'Clear days' in relation to the period of a notice means a period excluding:
      - the day when the notice is given or deemed to be given; and
      - the day for which it is given or on which it is to take effect.
    - 2.1.5. The 'Commission' means the Charity Commission for England and Wales.
    - 2.1.6. 'Companies Acts' means the Companies Acts (as defined in section 23 of the Companies Act 2006) insofar as they apply to the Institute.
    - 2.1.7. 'Connected Person' means:
      - 2.1.7.1. a child, parent, grandchild, grandparent, brother or sister of the Trustee;
      - 2.1.7.2. the spouse or civil partner of the Trustee or of any person falling within sub-clause 2.1.7.1. above;
      - 2.1.7.3. a person carrying on business in partnership with the Trustee or with any person falling within sub-clause 2.1.7.1. or 2.1.7.2. above;
      - 2.1.7.4. an institution which is controlled:
        - (a) by the Trustee or any person falling within sub-clause 2.1.7.1., 2.1.7.2. or 2.1.7.3. above; or
        - (b) by two or more persons falling within sub-clause 2.1.7.4. (a) when taken together.
      - 2.1.7.5. a body corporate in which:
        - (a) the Trustee or any person falling within sub-clauses 2.1.7.1. to 2.1.7.3. has a substantial interest; or
        - (b) two or more persons falling within sub-clause 2.1.7.5. (a), who, when taken together, have a substantial interest.
  - (Sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.)
  - 2.1.8. The 'Trustees' means the trustees of the Institute (as defined by section 177 of the Charities Act 2011).
  - 2.1.9. 'Student Trustee' means the student that has been nominated by the students of the Institute and appointed by the Trustees.
  - 2.1.10. 'Student Trustee Excluded Matters' means matters pertaining to or affecting the appointment, termination, remuneration and discipline of staff of the Institute or matters

pertaining to or affecting business confidentiality in complete compliance with General Data Protection Regulation.

- 2.1.11. 'Document' includes, unless otherwise specified, any document sent or supplied in Electronic Form.
- 2.1.12. 'Electronic Form' has the meaning given in section 1168 of the Companies Act 2006.
- 2.1.11. "Member" means a member of the Institute who is entitled to attend and vote at a general meeting of the Institute.
- 2.1.12. The 'Memorandum' means the Institute's Memorandum of Association.
- 2.1.13. 'Secretary' means any person appointed to perform the duties of the secretary of the Institute.
- 2.1.14. 'United Kingdom' means Great Britain and Northern Ireland.
- 2.1.15. Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 2.1.16. Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Institute.
- 2.1.17. Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

### 3. Objects of the Institute

#### 3.1. The Objects of the are:

- 3.1.1. To promote and provide education, training and research, particularly in (but not limited to) the field of psychotherapy, counselling, counselling psychology, coaching and Institute's development and other associated or complementary therapies and fields of education, training and research;
- 3.1.2. To promote and undertake the preservation, protection and development of the physical and mental health of the public particularly by (but not limited to) the practice of psychotherapy, counselling, counselling psychology and other associated or complementary therapies;
- 3.1.3. To undertake any other charitable activity.

### 4. Membership of the Board of Trustees

- 4.1 The membership of the Board of the Institute shall consist of unpaid independent individuals who shall have no personal or service connections with the Institute. The Board of Trustees membership is based upon complete independence of the Institute and its workings.
- 4.2 The Board of Trustees will consist of not less than five and not more than nine independent members and not more than two Student Trustees
- 4.3 The Board of Trustees are the appointing authority in relation to the appointment of any independent member to the Board of Trustees.
- 4.4 The tenure of the Board of Trustees independent members shall be for a period of four years in the first instance with a maximum of eight years' service.

- 4.5 An employee of the Institute cannot be a member of the Board of Trustees of the Institute.
- 4.6 A person who supplies paid services to the Institute or an employee of an organization that provides paid services to the Institute cannot be a member of the Board of Trustees of the Institute.

## 5. Termination of Membership

### 5.1 Membership is terminated if:

- 5.1.1. the Member dies or, if it is an Institute ceases to exist;
- 5.1.2. the Member resigns by written notice to the Institute unless, after the resignation, there would be less than four Members;
- 5.1.3. he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- 5.1.4. a resolution is passed that he or she be removed from office at a quorate meeting of the Trustees at which at least half of the Trustees are present, A resolution to remove a Member from membership may only be passed if:
  - 5.1.4.1 the Member has been given at least 21 days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
  - 5.1.4.2 the Member or, at the option of the Member, the member's representative (who need not be a Member of the Institute) has been allowed to make representations to the meeting.

## 6. Liability of Members

### 6.1. The liability of the Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Institute in the event of its being wound-up while he or she or it is a Member or within one year after he, she or it ceases to be a Member, for:

- 6.1.1. payment of the Institute's debts and liabilities incurred before he, she or it ceases to be a Member;
- 6.1.2. payment of the costs, charges and expenses of winding up; and
- 6.1.3. adjustment of the rights of the contributories among themselves.

## 7. Benefits and Payments to Institute Trustees and Connected Persons General Provisions

### 7.1 No Trustee or Connected Person may:

- 7.1.1. be employed by, or receive any remuneration from, the Institute;
- 7.1.2. receive any other financial benefit from the Institute.

## 8. Declaration and Register of Trustees' Interests

### 8.1. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Institute or in any transaction or arrangement entered into by the Institute which has not previously been declared.

### 8.2. A Trustee must absent himself or herself from any discussions of the Institution's

Trustees in which it is possible a conflict will arise between his or her duty to act solely in the interests of the Institute and any personal interest (including but not limited to any personal financial interest).

8.3. A register of Trustees' interests is to be kept and updated on an annual basis.

## 9. Conflicts of Interest and Conflicts of Loyalties

9.1. Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a conflict of interest, he or she must declare his or her interest unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

9.2. Whenever a matter is to be discussed at a meeting or decided in accordance with article 10.1. and a Trustee has a conflict of interest in respect of that matter then, subject to article 11, he or she must:

9.2.1. remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

9.2.2. not be counted in the quorum for that part of the meeting; and

9.2.3. withdraw during the vote and have no vote on the matter.

9.2.4. if any question arises as to whether a Trustee has a conflict of interest, the question shall be decided by a majority decision of the other Trustees.

## 10. Trustees' Power to Authorise a Conflict of Interest

10.1. The unconflicted Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

10.1.1. any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a conflict of interest; and

10.1.2. the way a conflict of interest arising out of any Trustees office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a conflict of interest can participate in a vote on the matter and can be counted in the quorum

provided that when deciding to give such authorisation the provisions of article 10.2. shall be complied with and if nothing in this article 11 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with these Articles.

## 11. Powers of Trustees

11.1. The Trustees shall manage the business of the Institute and may exercise all the powers of the Institute unless they are subject to any restrictions imposed by the Companies Acts, these Articles or any special resolution.

11.2. No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.

11.3. Any meeting of the Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees under these Articles or in accordance with the provisions of the Companies Acts or the Charities Act 2011 and any legislation supplementary to or in replacement of those Acts.

11.4. Trustees have the power to pass bye-laws, instruments, rules or Articles relating to the operation of the Institute.

## 12. Appointment of Trustees

- 12.1. The Trustees shall be appointed by ordinary resolution of the Trustees for an initial term of up to 4 years and are thereafter eligible for re-election for terms of 4 years.
- 12.2. No person may be appointed as a Trustee:
  - 12.2.1. unless he or she has attained the age of 18 years; or
  - 12.2.2. in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of these Articles.

## 13. Appointment of Student Trustees

- 13.1. All students of the Institute shall be eligible to stand for appointment to the Board of Trustees as a Student Trustee.
- 13.2. The students of the Institute shall nominate up to 2 students as candidates to be a Student Trustee on an annual basis. The Trustees shall interview both candidates and shall appoint 1 or both to be a Student Trustee. If 1 candidate is nominated a second student will be sought to act as reserve Student Trustee. If the students fail to nominate a candidate in any year the Trustees may re-appoint the previous Student Trustee(s) provided they have not ceased to be eligible to be a Student Trustee.
- 13.3. A Student Trustee shall be appointed by ordinary resolution of the Trustees for an initial term of 1 year and are thereafter eligible for re-election for terms of 2 years with the possibility of re-election for a period of 1 further year.
- 13.4. No student may be appointed as a Student Trustee:
  - 13.4.1. unless he or she has attained the age of 18 years; or
  - 13.4.2. in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of these Articles.
- 13.5. A Student Trustee shall cease to hold office if he or she ceases to be enrolled as a student of the Institute.
- 13.6. The appointed Student Trustee shall be entitled to attend and vote as if a Member at all meetings of the Trustees other than in relation to Student Trustee Excluded Matters.
- 13.7. The Student Trustee shall be bound by the provisions of these Articles as if they were a Trustee save that a Student Trustee shall not become a Member on becoming a Student Trustee.

## 14. Retirement of Trustees

- 14.1. A Trustee shall retire from office at the Annual General Meeting held in the year of the expiry of his or her term of office. The retirement takes effect at the conclusion of the meeting.
- 14.2. Retiring Trustees may be reappointed
- 14.3. If the retirement of a Trustee under article 14.1. causes the number of Trustees to fall below that set out in article 26.2. then the retiring Trustee shall remain in office until a new appointment is made.

## 15. Disqualification and Removal of Trustees

- 15.1. A Trustee shall cease to hold office if he or she:

- 15.1.1. ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a trustee;
  - 15.1.2. is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions).
  - 15.1.3. ceases to be a Member of the Institute;
  - 15.1.4. in the written opinion, given to the Institute, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
  - 15.1.5. he or she fails to attend three consecutive meetings of the Institute and the Members resolve that he or she be removed for this reason.
16. **Remuneration of Trustees**
- 16.1. The Trustees shall not be paid any remuneration. Reimbursement of reasonable and proper expenses incurred in undertaking their functions as Trustees shall be permitted.
17. **Proceedings and Votes of Trustees**
- 17.1. The Trustees may meet, adjourn and run their meetings as they wish, subject to the provision of these Articles.
- 17.2. The Trustees shall at the Annual General Meeting of the Institute elect and appoint a Chair and a Vice-Chair of the Board of Trustees for the ensuing year.
- 17.3. The Chair shall chair all meetings of the Trustees (other than committees of Trustees appointed pursuant to Article 19 who shall elect their own chair from among the members of the committee) and in the absence of the Chair meetings of the Trustees shall be chaired by the Vice-Chair.
- 17.4. In the event of the Chair and the Vice-Chair being absent and unable to fulfill their duties the remaining Trustees shall appoint a temporary chair to act in their stead for the purposes of the meeting of the Trustees.
- 17.5. In the event that the Chair or the Vice-Chair shall cease to be Trustees prior to the Annual General Meeting of the Institute the Trustees shall call an Extraordinary General Meeting of the Institute for the purposes of appointing a new Chair or Vice-Chair as appropriate.
- 17.6. A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.
- 17.7. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
- 17.8. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
- 17.9. 17.5.1. Questions arising at a meeting shall be decided by a majority of votes.
- 17.5.2. Subject to article 11.1., on a show of hands every person present and entitled to vote in person or by proxy shall have a maximum of one vote, whether an individual or an organisation.

- 17.5.3. If the votes are equal, the chairperson has a casting vote in addition to any other vote he or she may have.
- 17.10. 17.6.1. On a poll, every Member present in person or by proxy shall have one vote.
- 17.6.2. In the case of an equality of votes, the chairperson has a casting vote in addition to any other vote he or she may have.
- 17.6.3. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 18. Delegation
  - 18.1. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Institute for such purposes and on such conditions as they determine.
  - 18.2. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Institute to any person or committee in accordance with the conditions set out in these Articles.
- 19. Delegation to Committees
  - 19.1. In the case of delegation to committees:
    - 19.1.1. the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
    - 19.1.2. the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
    - 19.1.3. the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;
    - 19.1.4. all delegations under this article shall be variable or revocable at any time;
    - 19.1.5. the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
    - 19.1.6. no committee shall knowingly incur expenditure or liability on behalf of the Institute except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
  - 19.2. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee other than the approval of annual estimates of income and expenditure.
  - 19.3. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.
- 20. Delegation of Day-to-Day Management Powers



20.1. In the case of delegation of the day to day management to that of the Chief Executive or other Senior Managers.

20.1.1. the delegated power shall be to manage the Institute by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;

20.1.2. the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and

20.1.3. the manager shall report regularly to the Trustees on the activities undertaken in managing the Institute and provide them regularly with management accounts sufficient to explain the financial position of the Institute.

## 21. Validity of Trustees' Decisions

21.1.. Subject to article 21.2., all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

21.1.1. who was disqualified from holding office;

21.1.2. who had previously retired or who had been obliged by the constitution to vacate office

21.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise:

if without:

21.1.4. the vote of that Trustee; and

21.1.5. that Trustee being counted in the quorum ;

the decision has been made by a majority of the Trustees at a quorate meeting.

21.2. Article 21.1. does not permit a trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for article 21.1., the resolution would have been void, or if the trustee has not complied with article 9.

## 22. Minutes

22.1. The Trustees must keep minutes of all:

22.1.1. appointments of officers made by the Trustees

22.1.2. proceedings at meetings of the Institute;

22.1.3. meetings of the Trustees, and of committees of Trustees, including:

22.1.3.1. the names of the Trustees present at the meeting ;

22.1.3.2. the decisions made at the meetings; and

22.1.3.3. where appropriate the reasons for the decisions.

## 23. Powers

23.1. The Institute has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Institute has the power:

23.1.1. to provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises which the Institute may need

for its Objects;

- 23.1.2. to employ and remunerate such staff as are necessary for carrying on the work of the Institute. The Institute may employ or remunerate a Trustee only to the extent it is permitted to do so by article 8.2. and provided it complies with the conditions in that article;
- 23.1.3. subject to any consents required by law to raise funds and borrow moneys, invite and receive contributions from anyone through subscriptions, or in any other way;
- 23.1.4. subject to any consent required by law to buy, take on lease, hire charge or mortgage or acquire any land or property of any sort;
- 23.1.5. to sell, lease or otherwise dispose of all or any part of the property belonging to the Institute. In exercising this power, the Institute must comply as appropriate with sections 117 and 122 of the Charities Act 2011.
- 23.1.6. to borrow money and to charge the whole or any part of the property belonging to the Institute as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Institute must comply as appropriate with sections 124 – 126 of the Charities Act 2011 if it wishes to mortgage land;
- 23.1.7. to issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Institute or any charitable third party;
- 23.1.8. to construct, alter and maintain any building or structures;
- 23.1.9. to promote, encourage or undertake research and disseminate the results of such;
- 23.1.10. to produce, print and publish anything in written, oral or visual media in furtherance of the Objects;
- 23.1.11. to provide or procure the provision of counselling and psychotherapy and training in these areas in furtherance of the Objects or any of them;
- 23.1.12. to promote and advertise the Institute's activities;
- 23.1.13. to apply for, seek, obtain and accept government or other grants;
- 23.1.14. to invest any money that the Institute does not immediately need in any investments, securities or properties and in selecting such investments the Institute has power to take into account ethical, moral and environmental issues raised;
- 23.1.15. to undertake any charitable trust or any charitable agency business which may promote the Institute's Objects;
- 23.1.16. to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependents;
- 23.1.17. to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary Objects of the Institute or the trade is temporary and ancillary to the carrying out of the Objects aforesaid and to incorporate any Institute to carry on any such trade;
- 23.1.18. to establish support or join with any charitable companies, institutions, societies or associations whose Objects are the same as or similar to its own;

- 23.1.19. to purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Institute is authorised to join, and perform any of their engagements;
  - 23.1.20. to transfer any of the Institute's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Institute is authorised to join;
  - 23.1.21. to open and operate banking accounts and other banking facilities;
  - 23.1.22. to enter into any arrangements with any governments, authorities or any person, Institute or association necessary to promote any of the Institute's Objects;
  - 23.1.23. to insure any risks arising from the Institute's activities;
  - 23.1.24. to provide indemnity insurance to the Trustees in accordance with and subject to the conditions in, section 189 of the Charities Act 2011.  
Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew was a breach of trust or which was committed by those persons or person in reckless disregard of whether it was a breach of trust or not.
  - 23.1.25. to make such ex gratia payments as are considered reasonable and fair 23.1.26.
  - 23.1.26. to pay all the expenses and costs of establishing this Institute.
  - 23.1.27. to undertake any other action that in the opinion of the Trustees is in the interests of the Institute or the furtherance of its Objects.
24. Application of Income and Property
- 24.1. The income and property of the Institute shall be applied solely towards promotion of the Objects.
- 24.2. 24.2.1. A Trustee is entitled to be reimbursed from the property of the Institute or may pay out of the such property reasonable expenses properly incurred by him or her when acting on behalf of the Institute.
- 24.2.2. A Trustee may benefit from trustee indemnity insurance cover purchased at the Institute's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 24.2.3. A Trustee may not receive any other benefit or payment unless it is authorised by article 8.2.
- 24.3. Subject to article 8. none of the income or property of the Institute may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Institute.
25. Notice of General Meetings
- 25.1. The minimum periods of notice required to hold a general meeting of the Institute are:
- 25.1.1. twenty-one clear days for an Annual General Meeting or a general meeting called for the passing of a special resolution at which the Trustees will retire in accordance with article 14. and adopt the audited accounts of the Institute in accordance with article 32.1 .
  - 25.1.2. fourteen clear days' for all other general meetings.

- 25.2. Any two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Members' general meeting at any time.
- 25.3. A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at that meeting, being a majority who together hold not less than 95% of the total voting rights at that meeting of all the Members.
- 25.4. The notice must specify the place, date and time of the meeting and the general nature of the business to be transacted. If the meeting is to be an Annual General Meeting, the notice must say so. The notice must also contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act 2006 and article 29.1.
- 25.5. The notice must be given to all the Trustees and to the auditors.
- 25.6. The proceedings at a meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.
26. **Proceedings at General Meetings**
  - 26.1. No business shall be transacted at any general meeting unless a quorum is present.
  - 26.2. A quorum is:
    - 26.2.1. three Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or
    - 26.2.2. one-third of the total Membership at the time whichever is greater
  - 26.3. If:
    - 26.3.1. a quorum is not present within half an hour from the time appointed for the meeting; or
    - 26.3.2. during a meeting a quorum ceases to be present;

the meeting shall stand adjourned to the same day in the next week or to such later date time and place as the Members may determine.
  - 26.4. If no quorum is present at the reconvened meeting within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.
  - 26.5. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Members present shall preside as chair of each meeting. (For the avoidance of doubt a proxy holder who is not a Member shall not be entitled to be appointed chair.)
27. **The Decision to Adjourn a Meeting**
  - 27.1.
    - 27.1.1. The Members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
    - 27.1.2. The person chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
    - 27.1.3. No business shall be conducted at a reconvened meeting unless it could

properly have been conducted at the meeting had the adjournment not taken place.

- 27.1.4. If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

## 28. Voting at Meetings

- 28.1. Any vote at a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:

28.1.1. by the chair; or

28.1.2. by at least two Members present in person or by proxy and having the right to vote at the meeting; or

28.1.3. by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

- 28.2. 28.2.1. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.

28.2.2. The result of the vote must be recorded in the minutes of the Institute but the number or proportion of votes cast need not be recorded.

- 28.3. 28.3.1. A demand for a poll maybe withdrawn, before the poll is taken, but only with the consent of the chair.

28.3.2. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

- 28.4. 28.4.1. A poll must be taken as the chair directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.

28.4.2. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

- 28.5. 28.5.1. A poll demanded on the election of the chair or on a question of adjournment must be taken immediately.

28.5.2. A poll demanded on any other question must be taken either immediately or at such time and place as the chair directs.

28.5.3. The poll must be taken within 30 days after it has been demanded.

28.5.4. If the poll is not taken immediately at least seven, clear days' notice shall be given specifying the time and place at which the poll is to be taken.

28.5.5. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

28.5.6. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

28.5.7. Unless a poll is duly demanded a declaration by the chair that a resolution has

been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

## 29. Content of Proxy Notices

29.1. Proxies may only validly be appointed by a notice in writing (a 'Proxy Notice') which:

- 29.1.1. states the name and address of the Member appointing the proxy;
- 29.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- 29.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
- 29.1.4. is delivered to the Institute in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

29.2. The Institute may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

29.3. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

29.4. Unless a Proxy Notice indicates otherwise it must be treated as:

- 29.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 29.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## 30. Delivery of Proxy Notices

30.1. A person who is entitled to attend, speak or vote (either on a show of any adjournment of it, even though a valid Proxy Notice has been delivered to the Institute by or on behalf of that person.

30.2. An appointment under a Proxy Notice may be revoked by delivering to the Institute a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

30.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

30.4. If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

## 31. Written Resolutions

31.1. A resolution in writing or in electronic form agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

- 31.1.1. a copy of the proposed resolution has been sent to every Member;
- 31.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and

- 31.1.3. it is contained in an authenticated document which has been received at the Institute's registered office within the period of 28 days beginning with the circulation date.
- 31.2. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 31.3. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 31.4. In relation to a resolution proposed as a written resolution of the Institute the eligible members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 31.5. A proposed written resolution if it lapses is not passed within 28 days beginning with the circulation date.
- 32. Annual Report and Return and Register of Charities
- 32.1. The Annual General Meeting shall be the meeting of the Members at which the accounts of the Institute are adopted.
- 32.2. The Trustees must comply with the requirements of the Charities Act 2009 with regard to the:
  - 32.2.1. transmission of a copy of the statements of account to the Charity Commission;
  - 32.2.2. preparation of an Annual Report and the transmission of a copy of it to the Charity Commission;
  - 32.2.3. preparation of an Annual Return and its transmission to the Charity Commission.
- 32.3 The Trustees must notify the commission promptly of any changes to the Institutes entry on the Central Register of Charities.
- 33. Communications by and to the Institute
- 33.1. Subject to the provisions of the Companies Acts and these Articles:
  - 33.1.1. a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form;
  - 33.1.2. a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement.
  - 33.1.3 any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Institute's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member.
- 33.2. any document to be served on the Institute or on any officer of the Institute under the Articles may only be served:
  - 33.2.1. in the case of documents in hard copy form, by sending or delivering them to the Institute's registered office or delivering them personally to the officer in question; or

- 33.2.2. in the case of documents in electronic form, by sending them by electronic means:
  - 33.2.2.1. to an address notified to the members for that purpose; and
  - 33.2.2.2. from an address previously notified to the Institute by the member for the purpose of sending and receiving documents and information.
- 33.3. A member present in person or by proxy at any meeting of the Institute shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 33.4. Where a document or information is sent or supplied under the Articles:
  - 33.4.1. Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
  - 33.4.2. Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service, it shall be sufficient to prove that it was properly addressed.
- 33.5. Where any document or information has been sent or supplied by the Institute by electronic means and the Institute receives notice that the message is undeliverable:
  - 33.5.1. if the document or information has been sent to a member and is notice of a Members' general meeting of the Institute a copy of the annual report and accounts of the Institute the Institute is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Institute's register of members, but may in its discretion choose to do so; and
  - 33.5.2. in all other cases, the Institute will send a hard copy of the document or information to the member's postal address as shown in the Institute's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.
- 33.6. The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.
- 34. Indemnity
  - 34.1. In the management of the affairs of the Institute no Trustee shall be liable for any loss to the property of the Institute arising by reason of improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other Trustee hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other matter or thing other than willful and individual fraud, wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.
  - 34.2. Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a trustee may otherwise be entitled every Member or Trustee or other officer or auditor of the Institute shall be indemnified out of the assets of the Institute against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment was given in his favour or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Institute and against all costs, charges, losses, expenses



or liabilities incurred by him in the execution and discharge of his duties or in relation thereto .

**35. Dissolution of the Institute**

35.1. The Trustees or a general meeting may decide at any time to dissolve the Institute. The Institute shall then call a meeting of all Members and those entitled to notice of general meetings.

35.2. Any surplus must be used in accordance with the provisions of these Articles.

35.3. 35.3.1. If the Institute is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the Members of the Institute.

35.3.2. Instead it must be given or transferred to some other charitable institution or institutions.

35.3.3. This other institution must have similar Objects to those of the Institute and must prohibit the distribution of its income and property among its Members to an extent at least as great as that required by these Articles.

35.3.4. The institutions will be chosen by the Members of the Institute at or before the time when the Institute is wound-up or dissolved.

**36. Secretary**

36.1. A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit and may be removed by them. If there is no Secretary:

36.1.1 anything authorised or required to be given or sent to, or served on, the Institute by being sent to its Secretary may be given or sent to, or served on, the Institute itself, and if addressed to the Secretary shall be treated as addressed to the Institute; and

36.1.2 anything else required or authorised to be done by or to the Secretary of the Institute may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

**37. Cheques and Bills, Etc.**

37.1. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Institute shall indicate the name of the Institute in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Trustees decide from time to time and cheques shall be signed by two Trustees unless the Trustees otherwise decide.

**38. Exclusion of Model Articles**

38.1. The relevant model Articles for an Institute limited by guarantee are hereby expressly excluded.

**39. Alterations to These Articles**

39.1. No alterations to these Articles may be made which would cause the Institute to cease to be a charity in law. Other alterations to these Articles may only be made by special resolution. For a special resolution to be valid, at least 75% of those Members voting must be in favour of it.

39.2. Alterations may only be made to the Objects of the Institute or article 35 with the Charity Commission's written consent.

39.3. The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Articles issued must contain the alteration.