

## THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

## MEMORANDUM OF ASSOCIATION OF



## INTERNATIONAL SOCIETY FOR COACHING PSYCHOLOGY

1 The Company's name is "INTERNATIONAL SOCIETY FOR COACHING PSYCHOLOGY"

2 The Company's registered office is to be situated in England and Wales

3 The Company's objects are -

3 1 1 To provide an organisational and practical basis for the activities in the field of coaching psychology, to initiate and promote the maintenance of accountability for all the activities in the field of coaching psychology in agreement with legal, ethical and professional standards related to the field of coaching psychology, to promote and develop the science, profession and discipline of coaching psychology, to aid the advancement of the theory, practice and science of coaching psychology, to publicise and comment on courses for continuing professional education with the objective of raising standards of those practising coaching psychology, to bring together those persons engaged in the practice of coaching psychology for the interchange of views, experiences and for mutual consultation, to arrange seminars, conferences and discussion groups on matters of common interest and act as a clearing-house for the exchange of ideas and information on the practice of coaching psychology, to publish journals, newsletters and other publications, maintain websites and establish, run and administer email discussion groups, to facilitate the formation of sectional or regional branches of the Company or groups with special purposes, to be a representative of the field of coaching psychology and to develop and foster relationships with other bodies and authorities, to recognise and accredit coaching psychology courses and centres of coaching psychology expertise, to maintain and publish national and international registers of accredited or certified Coaching Psychologists, Coaching Psychologist Supervisors, Trainers and Consultants, to facilitate the registration of members and coaching psychologists to any relevant voluntary or compulsory register in their country, to investigate and identify the needs of coaching psychologists and to represent, promote and further their interests as a whole and of any persons, firms or companies engaged in or associated with them and with allied fields and of the members of the Company, to provide advisory, consultancy, technical, administrative and support services to coaching psychologists and firms, businesses, companies, individuals and others engaged in or connected with coaching psychology and related fields, to collect, collate, organise, use, distribute, disseminate and make available data, statistics and other information in paper, electronic or other forms, to arrange, develop, participate in and promote conferences, seminars, lectures, public meetings, training courses, study

days, members' events and other events of all kinds, to print, publish and distribute journals, reports, magazines, newsletters, periodicals, bulletins, press releases, books, surveys and other items whether in paper, audio, visual, multi-media or other electronic form or any other form whatsoever, to do all things capable of being of use, value or assistance in the foregoing matters or for the benefit, assistance of or likely to be required by any persons having dealings with the Company

3 1 2 To carry on any other business or activity whatever which can in the opinion of the Council be advantageously carried on in connection with or ancillary to any of the businesses of the Company

3 2 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property

3 3 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire

3 4 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received

3 5 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company

3 6 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made

3 7 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)

3 8 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it

3 9 To accept, hold, invest, re-invest and administer gifts, legacies, bequests, devises, funds, grants and property of any sort or nature without limitation as to amount and value and to use, apply, expend, disperse and donate such income and property

3 10 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments

3 11 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests

3 12 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions

3 13 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world

3 14 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies

3 15 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid

3 16 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same

3 17 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts

3 18 To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient

3 19 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same

3 20 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or members of its Council or employees, or may be connected with any town or place where the Company carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been members of the Council of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any member of the Council, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law), and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants, and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company

3 21 To procure the Company to be registered or recognised in any part of the world

3 22 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others

3 23 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

3 24 AND so that -

3 24 1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company

3 24 2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each

and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company

3 24 3 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

3 24 4 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

4 The liability of the members is limited

5 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

6 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company

Provided that nothing herein shall prevent any payment in good faith by the Company -

6 1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company,

6 2 of interest on money lent by any member of the Company at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Council,

6 3 of reasonable and proper rent for premises demised or let by any member of the Company,

6 4 of fees, remuneration or other benefit in money or money's worth to any company of which a member may also be a member holding not more than 1% of the issued share capital of that company,

6 5 to any member of the Council of out-of-pocket expenses,

6 6 of any premium in respect of any such insurance as is permitted by the Memorandum of Association of the Company

7 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 6 hereof, such institution or institutions to be determined by the members of the

Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE  
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ARTICLES OF ASSOCIATION OF

INTERNATIONAL SOCIETY FOR COACHING PSYCHOLOGY

1 INTERPRETATION

1 1 In these regulations-

**"the Act"** means the Companies Act 1985 and **"the 2006 Act"** means the Companies Act 2006, but so that any reference in these Articles to any provision of the Act or the 2006 Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

**"the articles"** means the articles of the company

**"clear days"** in relation to the period of notice means that 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

**"communication"** means the same as in the Electronic Communications Act 2000

**"Council"** means the Council of Management of the Company,

**"electronic communication"** means the same as in the Electronic Communications Act 2000

**"executed"** includes any mode of execution

**"office"** means the registered office of the company

**"the seal"** means the common seal of the company

**"secretary"** means the secretary of the company (if any) or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary

**"the United Kingdom"** means Great Britain and Northern Ireland

1 2 Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company

### 3 MEMBERS

3 1 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company. No person shall be admitted as a member of the Company unless he is approved by the Council. Every person who wishes to become a member shall deliver to the Company an application for membership, in such form as the Council require, executed by him together with such registration and other fees or subscriptions as the Company may by ordinary resolution from time to time approve.

3 2 Membership of the Company shall be divided into the following classes

3 2 1 Fellowship shall be awarded to those persons who in the opinion of the Council merit such recognition due to their outstanding contribution to the theory and/or practice of coaching psychology and/or to the Company, or who are otherwise considered suitable. Fellowships shall be awarded at the invitation of the Council. The award of Fellowship shall be made by resolution of the Council. A Fellow shall be entitled to use the post-nominal letters FISCP. If a Fellow is an Accredited or Certified Coaching Psychologist, he shall be entitled to use the post-nominal letters FISCP Accred. The Council may in its absolute discretion award an Honorary Fellowship and the recipient thereof shall be entitled to use the letters FISCP (Hon).

3 2 2 Accredited Members or Certified Members shall be persons who hold a recognised degree in psychology and a coaching psychology qualification and/or by virtue of their recognised degree in psychology, experience and continuing professional development, satisfy the Council that they possess and understanding of the principles of coaching psychology and are competent to undertake its practice. An Accredited Member or Certified Member shall be entitled to use the post-nominal letters MISCP Accred and to describe themselves as an Accredited or Certified Coaching Psychologist or such other designation as the Council may from time to time approve.

3 2 3 Members shall be persons who hold a recognised degree in psychology and are qualified psychologists or hold an equivalent professional status with a recognised National Register for psychologists in their state or country. A Member shall be entitled to use the post-nominal letters MISCP.

3 2 4 Associate Members shall be persons who hold a recognised degree in psychology. An Associate Member shall be entitled to use the post-nominal letters AssocMISCP.

3 2 5 Corporate Members shall be organisations or groups engaged in or associated with coaching psychology, provided that where such organisation, professional body or group is not a corporate body having legal identity independent of its members, it may by resolution of its governing body nominate an individual to hold membership of the Company on its behalf and may from time to time in like manner remove and replace its nominated representative. Corporate Members shall be entitled to all the ordinary facilities of the Company.

3 2 6 Honorary Life Membership and Honorary Life Fellowship may be bestowed upon such persons as the Council deems fit in its absolute discretion.

3 2 7 Retired Membership may be bestowed upon such persons as the Council deems fit in its absolute discretion.



3 2 8 Affiliate Members shall be individuals of good standing with a general interest in coaching psychology or students attending psychology course as the Council may deem fit to admit to Affiliate Membership. Affiliate Members shall not be entitled to vote at meetings of the Company, nor use post-nominal letters, nor describe themselves as coaching psychologists unless appropriately qualified.

3 2 9 Professional Organisational Members shall be professional bodies engaged in or associated with psychology or coaching psychology, provided that where such professional body is not a corporate body having legal identity independent of its members, it may by resolution of its governing body nominate an individual to hold membership of the Company on its behalf and may from time to time in like manner remove and replace its nominated representative. At the absolute discretion of the Council their members may be entitled to Affiliate Membership and other benefits of the Society.

3 2 10 Friends of the Society's Social Network shall be individuals with a general interest in coaching psychology. Friends of the Society's Social Network shall not be entitled to vote at meetings of the Company, nor use post-nominal letters, nor describe themselves as coaching psychologists unless appropriately qualified.

3 3 Criteria for all classes of membership may be amended from time to time by resolution of the Council and the Council may introduce and suspend classes of membership as and when it considers necessary.

3 4 No member or officer of the Company shall take any public action or make any public announcement in the name of the Company or otherwise do anything directly or indirectly to represent that any proposal, action, statement of fact or statement of opinion has the approval of the Company without express authorisation from the Council.

3 5 The Council may in its absolute discretion and without stating any reason therefor refuse an application for membership from any person and may refuse to accept the renewal of the subscription of any member.

3 6 The Company shall issue a certificate of membership to every member other than an Affiliated Member and Friend of the Society's Social Network within two months after his admission to membership. Certificates of membership shall remain the property of the Company and shall be returned to the Company upon cessation of membership unless the Council shall otherwise determine.

3 7 Membership of the Company shall cease upon the occurrence of any of the following events:

3 7 1 if default is made in payment of the appropriate subscription with the period fixed for payment thereof,

3 7 2 if the Council, at a meeting at which not less than two-thirds of the total number of members of the Council are present, passes a resolution by a majority of not less than three-quarters of those present at the meeting, terminating the membership of a member who has in their opinion

(a) acted in breach of these Articles or any regulation or byelaw made by the Council in accordance with these Articles and for the time being in force, or

(b) violated any legal, ethical or professional standards related to the field of coaching psychology, or

(c) brought or been likely to bring the theory and/or practice of coaching psychology or the Company into disrepute,

3 7 3 if the member, not being in arrears in the payment of any subscription or other monies due to the Company, resigns from membership by serving notice in writing to the Company at its registered office whereupon the member shall cease to be a member on the date of service of the notice at the registered office or such later date as may be specified in the notice

3 8 Membership shall not be transferable and shall cease on death

#### 4 GENERAL MEETINGS AND RESOLUTIONS

4 1 There is no requirement for the Company to hold an annual general meeting in addition to any other meetings in that year

4 2 All general meetings shall be called extraordinary general meetings

4 3 The Council may call extraordinary general meetings and, on the requisition of members pursuant to the provisions of the 2006 Act, shall forthwith proceed to convene an extraordinary general meeting in accordance with the provisions of the 2006 Act. If there are not within the United Kingdom sufficient members of the Council to call an extraordinary general meeting, any member of the Council or any member of the Company may call an extraordinary general meeting

4 4 Extraordinary general meetings shall be called by 'at least 14 clear days' but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all members

4 5 The notice shall specify the time and place of the meeting

4 6 The notice shall be given to all the members and to the members of the Council and auditors (if any)

4 7 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

#### 5 PROCEEDINGS AT GENERAL MEETINGS

5 1 No business shall be transacted at any general meeting unless a quorum is present. Ten persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation that is a member, shall be a quorum

5 2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Council may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved

5 3 Resolutions under section 168 of the 2006 Act for the removal of a member of the Council before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting

5 4 1 The chairman, if any, of the Council or in his absence some other member of the Council nominated by the Council shall preside as chairman of the meeting, but if neither the chairman nor such other member of the Council (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Council present shall elect one of their number to be chairman and, if there is only one member of the Council present and willing to act, he shall be chairman

5 4 2 If no member of the Council is willing to act as chairman, or if no member of the Council is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman

5 5 A member of the Council shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting

5 6 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting. Otherwise it shall not be necessary to give any such notice

5 7 A resolution put to the vote of 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 duly demanded. Subject to the provisions of the Act, a poll may be demanded -

- (a) by the chairman, or
- (b) by at least two members having the right to vote at the meeting, or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting,

and a demand by a person as proxy for a member shall be the same as a demand by the member

5 8 Unless a poll is duly demanded a declaration by the chairman 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

5 9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

5 10 1 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll

The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

5 10 2 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. 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. 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

5 10 3 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

## 6 VOTES OF MEMBERS

6 1 On a show of hands and on a poll every member (not being an Affiliate Member) present in person or by proxy, or being a corporation, present by its duly authorised representative or by proxy shall have one vote

6 2 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Council of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

6 3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive

6 4 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the meeting

6 5 1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Council may approve) -

[Company name]  
I/We, \_\_\_\_\_, of \_\_\_\_\_, being a member/members of the above-named company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him, of \_\_\_\_\_, as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the company to be held on 20 \_\_\_\_\_, and at any adjournment thereof

Signed on

20

6 5 2 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Council may approve) -

[Company name]  
I/We, \_\_\_\_\_, of \_\_\_\_\_ being a member/members of the above-named company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him, of \_\_\_\_\_, as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the company to be held on 20 \_\_\_\_\_, and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against

\*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20

6 5 3 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Council may -

(a) \_\_\_\_\_ in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting at any time up to the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

(b) \_\_\_\_\_ in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -

(i) \_\_\_\_\_ in the notice convening the meeting, or

(ii) \_\_\_\_\_ in any instrument of proxy sent out by the company in relation to the meeting, or

(iii) \_\_\_\_\_ in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting,

be received at such address at any time up to the commencement of the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

(c) \_\_\_\_\_ in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

(d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any member of the Council,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

In this regulation and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

6.6 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

## 7 COUNCIL OF MANAGEMENT

7.1 The maximum number and minimum number respectively of the Council may be determined from time to time by ordinary resolution. Subject to and in default of any such determination the maximum number of members of the Council shall be thirty-two and the minimum number of Council shall be seven

7.2 The Council shall consist of the Chair, the Deputy Chair, the Immediate Past Chair (if any), the Honorary Secretary, the Honorary Membership Secretary, the Honorary Treasurer and the Honorary Editor (hereinafter together called "the Officers") and such other members of the Company who are Fellows, Members or Associate Members and who shall be appointed by ordinary resolution of the members in accordance with article 12.6 below (hereinafter together called "the Elected Council Members") or who shall be appointed by resolution of the Council in accordance with article 12.8 below (hereinafter together called "the Co-opted Council Members") Provided that

7.2.1 the aggregate number of Elected Council Members and Co-opted Council Members in office at any one time shall not exceed twenty-five in total, and

7.2.2 the total number of Elected Council Members or of Co-opted Council Members (as the case may be) shall not exceed any maximum number thereof fixed by the rules or byelaws of the Company made pursuant to the powers conferred by Article 26 below and for the time being in force

## 8 BORROWING POWERS

8.1 The Council may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party

## 9 ALTERNATE MEMBERS OF THE COUNCIL

9 1 Any member of the Council (other than an alternate member) may appoint any other member of the Council, or any other person approved by resolution of the Council and willing to act, to be an alternate member of the Council and may remove from office an alternate member of the Council so appointed by him

9 2 An alternate member of the Council shall be entitled to receive notice of all meetings of Council and of all meetings of committees of Council of which his appointor is a member, to attend and vote at any such meeting at which the member of the Council appointing him is not personally present, and generally to perform all the functions of his appointor as a member of the Council in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate member of the Council, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct

9 3 A member of the Council, or any such other person as is mentioned in article 9 1 above, may act as an alternate member of the Council to represent more than one member of the Council, and an alternate member of the Council shall be entitled at any meeting of the Council or of any committee of the Council to one vote for every member of the Council whom he represents in addition to his own vote (if any) as a member of the Council, but he shall count as only one for the purpose of determining whether a quorum is present

9 4 An alternate member of the Council shall cease to be an alternate member of the Council if his appointor ceases to be a member of the Council

9 5 Any appointment or removal of an alternate member of the Council shall be by notice to the Company signed by the member of the Council making or revoking the appointment or in any other manner approved by the Council

9 6 An alternate member of the Council shall be deemed for all purposes to be a member of the Council and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the member of the Council appointing him

## 10 POWERS OF THE COUNCIL

10 1 Subject to the provisions of the Act, the 2006 Act, the Memorandum of Association of the Company and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Council who may exercise all the powers of the Company No alteration of the Memorandum or these Articles and no such direction shall invalidate any prior act of the Council which would have been valid if that alteration had not been made or that direction had not been given The powers given by this Article shall not be limited by any special power given to the Council by the Company and a meeting of Council at which a quorum is present may exercise all powers exercisable by the Council

10 2 The Council may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

## 11 DELEGATION OF POWERS

11 1 The Council may delegate any of their powers to any committee consisting of one or more members of the Council. They may also delegate to any managing director or any member of the Council holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Council may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members of the Council shall be governed by the articles regulating the proceedings of Council so far as they are capable of applying.

## 12 APPOINTMENT AND RETIREMENT OF MEMBERS OF THE COUNCIL

12 1 The first Officers shall be elected by resolution of the Council from the persons deemed to have been appointed as first members of the Council pursuant to the provisions of section 13(5) of the Act.

12 2 The first Chair shall retire from office two years after the incorporation of the Company and every subsequent Chair shall retire from office two years after his appointment. A retiring Chair shall be entitled to stand for re-election or remain as a member of the Council holding the office of Immediate Past Chair until the conclusion of the next two year period.

12 3 The Deputy Chair shall be appointed by a resolution of the Council to fill a vacancy in that post. Upon the cessation of office of the Chair for whatever reason, the Deputy Chair shall forthwith take office as Chair in his place until a Chair is elected by resolution of the Council.

12 4 1 The first Honorary Secretary, Honorary Membership Secretary, Honorary Treasurer and Honorary Editor shall retire five years after the incorporation of the Company but shall be eligible for re-appointment to that post in accordance with the provisions of article 12 4 2 below.

12 4 2 After a five year term of office after his appointment or reappointment, the Honorary Secretary, Honorary Membership Secretary, Honorary Treasurer and Honorary Editor shall retire from office but, subject to article 12 4 3 below, shall be eligible for re-appointment to those respective posts.

12 4 3 No person may serve more than two consecutive terms of office as Honorary Secretary, Honorary Membership Secretary, Honorary Treasurer or Honorary Editor but shall upon ceasing to hold such post be entitled to remain as a member of the Council until the conclusion of the next two year period.

12 5 The first Elected Council Members shall retire from office five years after the incorporation of the Company and every subsequent Elected Council Member shall retire from office three years after his appointment. A retiring Elected Council Member shall be eligible for re-appointment to the Council.

12 6 Subject as aforesaid and to the provisions of article 12 7 below, the Company may by ordinary resolution appoint a member who is a Fellow, Member or Associate Member and who is willing to act to be a member of the Council either to fill a vacancy or as an additional member of the Council, provided that the appointment does not cause the number of Elected Council Members to exceed any number fixed by or in



accordance with the rules and byelaws of the Company as the maximum number of Elected Council Members and for the time being in force

12 7 No person (other than a member of the Council retiring at the meeting and eligible for re-appointment in accordance with these Articles) shall be appointed or reappointed a member of the Council at any general meeting unless -

(a) he is recommended by the Council, or

(b) not less than 42 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed

12 8 The Council may by resolution appoint a person who is willing to act to be a Co-opted Council Member, either to fill a vacancy or as an additional Co-opted Council Member, provided that the appointment does not cause the number of Co-opted Council Members to exceed any number fixed by or in accordance with the rules and byelaws of the Company as the maximum number of Co-opted Council Members and for the time being in force. A Co-opted Council Member shall hold office for such period as is provided in the resolution appointing him or, in default of any such provision, until the conclusion of the next one year period

### 13 HONORARY PRESIDENT AND HONORARY VICE PRESIDENTS

13 1 The Council may by resolution at any time and from time to time appoint such persons (who need not be members of the Company) as it deems fit to the posts of Honorary President and Honorary Vice-Presidents and may in like manner remove any person so appointed. Every such appointment shall be made on such terms and for such duration as the Council thinks fit. An Honorary President shall be entitled to use the post-nominal letters PISCP. An Honorary Vice-President shall be entitled to use the post-nominal letters VPISCP.

13 2 The posts of the Honorary President and the Honorary Vice-Presidents are honorary and they shall not be regarded as directors by virtue of their holding such offices unless otherwise duly appointed to the Council in accordance with these Articles.

13 3 The Honorary President or any Honorary Vice-President may only attend any meeting of the Council if invited to do so by the Council and in that event they shall only speak at the meeting if invited to do so by the chairman of the meeting and shall not vote on any matter.

13 4 Subject as aforesaid, the duties and responsibilities of the Honorary President and Honorary Vice-Presidents shall be determined and may at any time be varied by the Council.

### 14 DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE COUNCIL

14 1 The office of a member of the Council, shall be vacated if -

14 1 1 he ceases to be a member of the Council by virtue of any provision of the Act or he becomes prohibited by law from being a member of the Council, or

14 1 2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or

14 1 3 he is, or may be, suffering from mental disorder and either -

(a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

(b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or

14 1 4 he resigns his office by notice to the Company, or

14 1 5 he shall for more than 6 consecutive months have been absent without permission of the Council from meetings of Council held during that period and the Council resolve that his office be vacated

## 15 REMUNERATION OF MEMBERS OF THE COUNCIL

15 1 The members of the Council shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day

## 16 COUNCIL MEMBERS' EXPENSES

16 1 The members of the Council may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Council or committees of the Council or general meetings or separate meetings of the members of any class or holders of debentures of the Company or otherwise in connection with the discharge of their duties

## 17 COUNCIL MEMBERS' APPOINTMENTS AND INTERESTS

17 1 Subject to the provisions of the Act, the Council may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any member of the Council for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a member of the Council Any such appointment, agreement or arrangement may be made upon such terms as the Council determine and they may remunerate any such member of the Council for his services as they think fit Any appointment of a member of the Council to an executive office shall terminate if he ceases to be a member of the Council but without prejudice to any claim to damages for breach of the contract of service between the member of the Council and the Company

17 2 Subject to the provisions of the Act, and provided that he has disclosed to the Council the nature and extent of any material interest of his, a member of the Council notwithstanding his office -

17 2 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested,

17 2 2 may be a member of the Council or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested, and

17 2 3 shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

17 3 For the purposes of article 17 2 -

17 3 1 a general notice given to the Council that a member of the Council is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the member of the Council has an interest in any such transaction of the nature and extent so specified, and

17 3 2 an interest of which a member of the Council has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

## 18 COUNCIL MEMBERS' GRATUITIES AND PENSIONS

18 1 The Council may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and members of the Council shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

## 19 PROCEEDINGS OF THE COUNCIL

19 1 The Council may regulate their proceedings as they think fit A member of the Council may, and the Honorary Secretary at the request of a member of the Council shall, call a meeting of the Council Questions arising at a meeting shall be decided by a majority of votes In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote A member of the Council who is also an alternate member of the Council shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote

19 2 The quorum for the transaction of the business of the Council shall be four A person who holds office only as an alternate member of the Council shall, if his appointor is not present, be counted in the quorum

19 3 The continuing members of the Council or a sole continuing member of the Council may act notwithstanding any vacancies in their number, but, if the number of members of the Council is less than the number fixed as the quorum, the continuing Council or member of the Council may act only for the purpose of filling vacancies or of calling a general meeting

19 4 The Chair or, in his absence or if he is unwilling to act, the Immediate Past Chair, or failing him, the Deputy Chair, shall preside at every meeting of Council at which he is present But if there is no such member of the Council willing to preside or present within five minutes after the time appointed for the meeting, the members of the Council present may appoint one of their number to be chairman of the meeting

19 5 All acts done by a meeting of the Council, or of a committee of the Council, or by a person acting as a member of the Council shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Council or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Council and had been entitled to vote

19 6 A resolution in writing signed by all the members of the Council entitled to receive notice of a meeting of the Council or of a committee of the Council shall be as valid and effectual as if it had been passed at a meeting of the Council or (as the case may be) a committee of the Council duly convened and held and may consist of several documents in the like form each signed by one or more members of the Council, but a resolution signed by an alternate member of the Council need not also be signed by his appointor and, if it is signed by a member of the Council who has appointed an alternate member of the Council, it need not be signed by the alternate member of the Council in that capacity

19 7 A member of the Council may vote, at any meeting of the Council or of any committee of the Council, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

19 8 Each member of the Council shall comply with his obligations to disclose his interest in contracts under section 317 of the Act

19 9 If a question arises at a meeting of the Council or of a committee of the Council as to the right of a member of the Council to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any member of the Council other than himself shall be final and conclusive

## 20 MINUTES

20 1 The Council shall cause minutes to be made in books kept for the purpose -

20 1 1 of all appointments of officers made by the Council, and

20 1 2 of all proceedings at meetings of the Company, and of the Council, and of committees of the Council, including the names of the members of the Council present at such meetings

## 21 THE SEAL

21 1 The seal shall only be used by the authority of the Council or of a committee of the Council authorised by the Council The Council may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a member of the Council and by the Honorary Secretary or by a second member of the Council

## 22 ACCOUNTS

22 1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the Council or by ordinary resolution of the company

## 23 COMMUNICATION BY MEANS OF A WEBSITE

23 1 Subject to the provisions of the 2006 Act, a document or information may be sent or supplied by the Company to a person by being made available on a website

## 24 NOTICES

24 1 For the purposes of this Article 24 "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

24 2 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Council) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice

24 3 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the member

24 4 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

24 5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent

## 25 PROTECTION FROM LIABILITY

25 1 For the purposes of this article

(a) a "Liability" is any liability incurred by a director in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office or any liability incurred by an auditor in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company occurring in the course of the audit of accounts, and

(b) "Associated Company" shall bear the meaning referred to in section 256 of the 2006 Act

25 2 Subject to the provisions of the 2006 Act and without prejudice to any protection from liability which may otherwise apply

(a) the directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability, and

(b) every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability

## 26 RULES OR BYE LAWS

26 1 The Council may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate -

(a) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members

(b) The conduct of members of the Company in relation to one another, and to the Company's servants

(c) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes

(d) The procedure at general meetings and meetings of the Council and committees of the Company in so far as such procedure is not regulated by these presents

(e) And, generally, all such matters as are commonly the subject matter of Company rules

26 2 The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the Council shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company