

ROYAL CHARTER

WHEREAS Institute of Fundraising (hereinafter called the “Former Company”) was incorporated as a company on 3 November 1999 and has by a Humble Petition prayed that We may be graciously pleased to grant to it a Charter of Incorporation to establish a new charter body, to be known as “Chartered Institute of Fundraising”; AND WHEREAS We have taken the said Petition into Our Royal Consideration and are minded to accede thereto:

NOW THEREFORE KNOW YE that We by virtue of Our Prerogative Royal and of Our especial grace, certain knowledge and mere motion, to grant and declare, and do hereby for Us, Our Heirs and Successors, grant and declare as follows:

Chartered Institute of Fundraising

1. Incorporation

The persons now members of the Former Company and all other persons who may hereafter become members of the body corporate hereby constituted shall forever hereafter be one body corporate by the name of “Chartered Institute of Fundraising” (hereinafter called “the Institute”) and by the same name shall have perpetual succession and a Common Seal with power to break alter and make anew the said Seal from time to time at their discretion will and pleasure, and by the same name shall and may sue and be sued in all Courts in all manner of actions and proceedings and shall have power to do all other matters and things incidental or appertaining to a body corporate.

2. Definitions and interpretation

2.1 The definitions and rules of interpretation set out in the Byelaws apply to this Our Charter.

3. Objects

3.1 The objects for which the Institute is established are:

3.1.1 to advance or promote the efficiency of organisations established for charitable purposes throughout the United Kingdom;

3.1.2 to promote higher standards of administration and fundraising for charitable purposes throughout the United Kingdom; and

3.1.3 to educate the public in relation to the matters referred to in Articles 3.1.1 and 3.1.2 throughout the United Kingdom.

3.2 Nothing in these objects shall authorise an application of the property of the Institute for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

4. Powers

4.1 To further its objects the Institute may:

4.1.1 set standards in respect of charity fundraising and management and in particular to draw up codes of conduct;

- 4.1.2 carry out or promote the carrying out of research into and the study of such standards and in particular to establish working parties;
- 4.1.3 provide and assist in the provision of money, materials or other help;
- 4.1.4 organise and assist in the provision of conferences, courses of instruction, seminars, exhibitions, lectures and other educational activities including the conferring of awards and qualifications;
- 4.1.5 publish and distribute books, reports, leaflets, journals, films and instructional matter on any medium (including online);
- 4.1.6 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 4.1.7 provide or procure the provision of counselling and guidance;
- 4.1.8 provide or procure the provision of advice;
- 4.1.9 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake, subject to any additional restrictions imposed in relation to Scottish charities;
- 4.1.10 engage in political activity provided that the trustees are satisfied that the proposed activities will further the objects of the Institute to an extent justified by the resources committed and the activity is not the dominant means by which the Institute carries out its objects.
- 4.1.11 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.12 purchase or otherwise acquire or found and carry on schools and training centres;
- 4.1.13 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 4.1.14 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit and any restrictions imposed by law;
- 4.1.15 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation, subject to any restrictions imposed by law;
- 4.1.16 set aside funds for special purposes or as reserves against future expenditure;
- 4.1.17 invest the Institute's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.1.18 arrange for investments or other property of the Institute to be held in the name of a nominee or nominees and pay any reasonable fee required;

- 4.1.19 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.1.20 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.1.21 accept (or disclaim) gifts of money and any other property;
- 4.1.22 raise funds by way of subscription, donation or otherwise;
- 4.1.23 trade in the course of carrying out the objects of the Institute and carry on any other trade which is not expected to give rise to taxable profits;
- 4.1.24 incorporate and acquire subsidiary companies to carry on any trade;
- 4.1.25 subject to Article 5 (Limitation on private benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.1.26 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.1.27 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Institute's objects);
- 4.1.28 undertake and execute charitable trusts;
- 4.1.29 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 4.1.30 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.1.31 insure the property of the Institute against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Institute;
- 4.1.32 provide indemnity insurance for the Trustees or any other officer of the Institute in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 and Section 68A of the Charities and Trustee Investment (Scotland) Act 2005 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Institute);
- 4.1.33 accept the transfer of assets, rights and liabilities of the Former Company (including any contractual rights and liabilities, property and monies held on behalf of, or in trust for the former company by any person or body corporate or unincorporate) and on such terms as the Institute and the Former Company may agree; and
- 4.1.34 do all such other lawful things as may further the Institute's objects.

5. **Limitation on private benefits**

- 5.1 The income and property of the Institute shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 5.2 No part of the income and 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. This shall not prevent any payment in good faith by the Institute of:
- 5.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Institute;
- 5.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Institute (including services performed by the member under a contract of employment with the Institute), provided that if such member is a Trustee Articles 5.3 and 5.4 shall apply, subject to Article 5.5;
- 5.2.3 interest at a reasonable and proper rate on money lent by any member to the Institute;
- 5.2.4 any reasonable and proper rent for premises let by any member to the Institute; and
- 5.2.5 any payments to a member who is also a Trustee which are permitted under Articles 5.3 or 5.4, subject to Article 5.5.

Permitted benefits to Trustees and Connected persons

- 5.3 No Trustee may:
- 5.3.1 sell goods, services or any interest in land to the Institute;
- 5.3.2 be employed by, or receive any remuneration from, the Institute; or
- 5.3.3 receive any other financial benefit from the Institute;
- unless the payment is permitted by Article 5.4 or authorised by the court or the Charity Commission, subject to Article 5.5.
- 5.4 A Trustee may receive the following benefits from the Institute:
- 5.4.1 a Trustee or person Connected to a Trustee may receive a benefit from the Institute in his, her or its capacity as a beneficiary of the Institute;
- 5.4.2 a Trustee or person Connected to a Trustee may be reimbursed by the Institute for, or may pay out of the Institute's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Institute;
- 5.4.3 a Trustee or person Connected to a Trustee may be paid reasonable and proper remuneration by the Institute for any goods or services supplied to the Institute on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Institute) provided that this provision may apply only to fewer than half of the Trustees in any financial year

(and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a person Connected to that Trustee);

- 5.4.4 a Trustee or person Connected to a Trustee may receive interest at a reasonable and proper rate on money lent to the Institute;
- 5.4.5 a Trustee or person Connected to a Trustee may receive reasonable and proper rent for premises let to the Institute;
- 5.4.6 the Institute may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.1.32 and
- 5.4.7 a Trustee or other officer of the Institute may receive payment under an indemnity from the Institute in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 5.4, the Trustee must comply with the conflict of interest procedure in the Regulations in relation to any decisions regarding the benefit.

5.5 **Office of the Scottish Charity Regulator (OSCR)**

If the Institute is registered with the Office of the Scottish Charity Regulator the additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005 must be complied with.

6. **Indemnity**

- 6.1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified out of the assets of the Institute and every other officer of the Institute may be indemnified out of the assets of the Institute in relation to any liability arising from or in respect of the Institute (except any claim arising from the wilful fraud, wrongdoing or wrongful omission on his or her part) and including (without limitation) any liability in successfully defending legal proceedings in such capacity, or in connection with any application in which relief is granted by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Institute.
- 6.2 No Trustee shall be liable for any loss to the Institute except in relation to loss caused by his or her wilful fraud, wrongdoing or wrongful omission.

7. **Board of Trustees**

- 7.1 There shall be a Board of Trustees which shall be constituted in such manner, be appointed or elected and hold office on such terms and for such period as the Byelaws and/or Regulations prescribe.

8. **Honorary Officers**

- 8.1 There shall be such honorary officers as the Byelaws and/or Regulations shall prescribe.
- 8.2 The honorary officers shall be appointed or elected and hold office on such terms and for such period as the Byelaws and/or Regulations prescribe.

9. **Membership**

9.1 There shall be such categories of members of the Institute as the Byelaws and/or Regulations shall prescribe.

9.2 The qualifications and criteria, method and terms of admission, suspension, removal and termination, rights, privileges and obligations of each category of membership shall be prescribed in Byelaws, Regulations and/or rules.

9.3 Members may use such designations, descriptions and letters as are permitted under this Our Charter, in Byelaws and/or in Regulations, provided that no designation including the word 'Chartered' may be allowed without the prior approval of the Privy Council or unless expressly provided for in this Our Charter.

10. **Amendments to the Charter**

10.1 Any of the provisions of this Our Charter may be revoked, amended or added to by a resolution passed by a majority of not less than 75% of the members voting at a general meeting of the Institute duly convened for that purpose and any such revocation, amendment or addition shall when approved by Us, Our Heirs or Successors in Council, become effectual so that this Our Charter shall henceforth continue and operate as though it had been originally granted and made accordingly. This provision shall apply to this Our Charter as altered, amended or added to in the above manner, provided that no such revocation, amendment or addition shall be made which shall cause the Institute to cease to be charitable.

11. **Amendments to the Byelaws**

11.1 The Trustees shall have the power to make such Byelaws as appear to them to be useful for the regulation of the Institute and for the management of the Institute's assets, provided that they are not inconsistent with the provisions of this Our Charter, and when made, from time to time to revoke, alter or add to the Byelaws, provided that no such Byelaw, revocation, alteration or addition shall take effect until the same has been:

11.1.1 confirmed by a majority of not less than 75% of those members entitled to vote and voting at a general meeting of the Institute; and

11.1.2 approved by the Lords of Our Most Honourable Privy Council, of which approval a Certificate under the hand of the Clerk of Our said Privy Council shall be conclusive evidence.

12. **Surrender of the Charter**

12.1 The Institute may, by resolution passed by not less than 75% of the members entitled to vote and voting at a general meeting, surrender this Our Charter subject to the sanction of Us, Our Heirs or Successors in Council and upon such terms as We or They may consider fit and wind up or otherwise deal with the affairs of the Institute in such manner as shall be directed by those members entitled to vote and voting at a General Meeting or, in the absence of any such direction, as the Trustees decide, having due regard to the debts and liabilities of the Institute for the time being.

12.2 If on the winding up or dissolution of the Institute any property remains after all debts and liabilities have been met, that property shall not be paid to or distributed among the members of the Institute, or to any of them, but shall be transferred to some other charitable organisation or organisations having purposes similar to the objects of the Institute which shall prohibit the distribution of its income or property amongst its members to an extent at least as great as is imposed on the Institute by this Our Charter, such association to be determined by the Trustees at or before the time of dissolution.

13. **Validity**

13.1 And We do by these Presents for Us, Our Heirs and Successors grant and declare that this Our Letters or the enrolment thereof shall in all things be valid and effectual in the law according to the true intent and meaning of the same and shall be recognised as valid and effectual by all Our Courts and elsewhere in the most favourable and beneficial sense and for the best advantage of the Institute and the promotion of its objects not withstanding any non-recital, mis-recital, uncertainty or imperfection.

BYELAWS

1. Definitions and interpretation

1.1 In the Charter, Byelaws and Regulations, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1.1	“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.1.2	“Board of Trustees” and “Board”	the trustees of the Institute referred to in Article 7 of the Charter and constituted from time to time in accordance with the Byelaws and Regulations;
1.1.3	“Byelaws”	the Byelaws of the Institute as adopted and amended from time to time in accordance with Article 11 of the Charter;
1.1.4	“Chair”	has the meaning given in Byelaw 9.1 and Regulation 19;
1.1.5	“charitable”	means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt the system of law governing the Charter, Byelaws and Regulations is the law of England and Wales;
1.1.6	“Charter”	the Royal Charter of the Institute as amended from time to time;
1.1.7	“Code of Conduct”	means the Institute’s code of conduct for members as amended from time to time by the Trustees;
1.1.8	“Code of Fundraising Practice”	means the code of practice held by the Fundraising Regulator or any successor organisation as amended from time to time;
1.1.9	“Complaints and Disciplinary Rules”	rules of the Institute which are made and may be amended in accordance with Regulation 38.3;
1.1.10	“Clear Days”	in relation to the period of a notice, 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;
1.1.11	“Connected”	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Trustee which

may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or

(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

- 1.1.12 “Co-opted Trustees” the Trustees appointed by the Trustees in accordance with Byelaw 8.2.2;
- 1.1.13 “Document” includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.1.14 “Elected Trustees” the Trustees elected by the members in accordance with Byelaw 8.2.1;
- 1.1.15 “Electronic Form” a document or information sent or supplied by Electronic Means (for example, by e-mail or fax) or by any other means while in an electronic form (for example, sending a disk by post);
- 1.1.16 “Electronic Means” a document or information is sent or supplied by electronic means if it is:
- (e) sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data; and
- (f) entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means;
- 1.1.17 “Financial Expert” an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.1.18 “Former Company” has the meaning given in the recitals to the Charter;
- 1.1.19 “Fundraising Regulator” the “Fundraising Regulator” a company limited guarantee registered in England and Wales (registered company number 10016446);
- 1.1.20 “general meeting” a meeting of the members including an annual general meeting of the Institute;
- 1.1.21 “Institute” has the meaning given in the recitals to the Charter;
- 1.1.22 “member” an individual voting member of the Institute, which for the avoidance of doubt does not include Supporter Members;

- 1.1.23 “Public Holiday” means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in England;
- 1.1.24 “Regulations” the Regulations of the Institute as adopted and amended from time to time in accordance with Byelaw 2.2;
- 1.1.25 “Supporter Member” a non-voting member of the Institute;
- 1.1.26 “Trustees” the members of the Board of Trustees;
- 1.1.27 “Vice-Chair” has the meaning given in Byelaw 9; and
- 1.1.28 “Writing” the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
- 1.2 In the Charter, Byelaws and Regulations any reference to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 1.3 In the event of conflict between the provisions of these Byelaws and the Charter, the Charter shall prevail.

TRUSTEES

2. Trustees’ general authority and Regulations

- 2.1 Subject to the Charter, Byelaws and Regulations, the Trustees are responsible for the management of the Institute’s business, for which purpose they may exercise all the powers of the Institute.
- 2.2 The Trustees may from time to time make, revoke or alter such Regulations as they think fit in relation to the management of the Institute and its affairs (including but not limited to the matters specified in the Charter and these Byelaws) provided that no such Regulation, revocation, alteration or addition shall take effect until the same has been confirmed by a majority of not less than 75% of those members entitled to vote and voting at a general meeting of the Institute.

3. Trustees may delegate

- 3.1 Subject to the Byelaws and Regulations, the Trustees may delegate any of their powers or functions to any committee.
- 3.2 Subject to the Byelaws and Regulations, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Institute to any person or committee.
- 3.3 Any delegation by the Trustees may be:
- 3.3.1 by such means;

- 3.3.2 to such an extent;
- 3.3.3 in relation to such matters or territories; and
- 3.3.4 on such terms and conditions;
as they think fit.
- 3.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 3.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 3.6 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.

4. **Committees**

- 4.1 In the case of delegation to committees:
 - 4.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 4.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 4.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees;
 - 4.1.4 all delegations under this Byelaw shall be revocable at any time;
 - 4.1.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 4.1.6 the meetings and proceedings of any committee shall be governed by the Regulations regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any rules made by the Trustees.
- 4.2 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 the signature of any Trustee provided always that no committee shall incur expenditure on behalf of the Institute except in accordance with a budget which has been approved by the Trustees.

5. **Delegation of day to day management powers**

- 5.1 In the case of delegation of the day to day management of the Institute to a chief executive:

- 5.1.1 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;
- 5.1.2 the Trustees shall provide any chief executive with a description of his or her role and the extent of his or her authority; and
- 5.1.3 any chief executive must report regularly to the Trustees on the activities undertaken in managing the Institute and provide them regularly with management accounts which are sufficient to explain the financial position of the Institute.

6. **Delegation of investment management**

- 6.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:
 - 6.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;
 - 6.1.2 timely reports of all transactions are provided to the Trustees;
 - 6.1.3 the performance of the investments is reviewed regularly with the Trustees;
 - 6.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 6.1.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 6.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and
 - 6.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

7. **Trustee decision-making**

- 7.1 The Trustees shall make decisions in accordance with the Regulations.
- 7.2 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

8. **Composition of the Board**

- 8.1 Trustees have a responsibility to ensure that the composition of the Board is broadly reflective of the fundraising profession and the wider fundraising community and has a combination of the appropriate skills. In overseeing the process for the elections to the Board, and considering co-options, Trustees shall have a regard to this responsibility.
- 8.2 There shall be up to twelve Trustees who shall comprise:
 - 8.2.1 eight Elected Trustees, elected by and from the members of the Institute. All Elected Trustees must be members of the Institute.

- 8.2.2 up to four Co-opted Trustees, who shall be appointed by the Trustees. Co-opted Trustees need not be members of the Institute.
- 8.3 The appointment or election, retirement and removal of Trustees shall be prescribed in the Regulations.
- 8.4 The Board may operate notwithstanding a vacancy in their number.

HONORARY OFFICERS

9. Honorary officers

- 9.1 There shall be a Chair and Vice-Chair and such other honorary officers as the Trustees consider necessary.
- 9.2 The appointment or election, retirement and removal of honorary officers shall be prescribed in the Regulations.

10. Patrons

- 10.1 The Trustees may appoint and remove any individual(s) as patron(s) of the Institute on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Institute and shall also have the right to receive accounts of the Institute when available to members.

MEMBERS

Becoming and ceasing to be a member

11. Becoming a member

- 11.1 The members of the Former Company as at the date of the Charter shall be the first members of the Institute.
- 11.2 The Trustees may admit other persons to membership in accordance with these Byelaws and the Regulations.
- 11.3 No person may become a member of the Institute unless:
- 11.3.1 that person has applied for membership in a manner approved by the Trustees; and
- 11.3.2 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.
- 11.3.3 Each member shall agree to abide by the Code of Conduct and the Code of Fundraising Practice.
- 11.4 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

12. Categories of membership

- 12.1 The Trustees may establish such different categories of membership as they think fit in Regulations.
- 12.2 The Trustees at their discretion may confer benefits on members and alter such benefits at any time subject to Article 5.2 of the Charter and any Regulations.
- 12.3 The Trustees at their discretion may levy subscriptions on members of the Institute at such rate or rates as they shall decide and may levy subscriptions at different rates on different categories of members subject to any Regulations. Cessation of membership shall be without prejudice to the liability of a member to pay the Institute any subscription (or other sum) owed to the Institute by such member.

13. **Register of members**

- 13.1 The names of the members of the Institute must be entered in the register of members.

GENERAL MEETINGS

14. **Annual general meetings**

- 14.1 The Institute must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next.
- 14.2 The annual general meeting shall be held at such time and place as the Trustees think fit.

15. **Other general meetings**

- 15.1 The Trustees may call a general meeting at any time.
- 15.2 The Trustees must call a general meeting if required to do so by the members by sending out a notice of the meeting within 21 days of receiving a valid request to do so.
- 15.3 A request is valid if:
 - 15.3.1 it is signed by not less than five per cent of the members; and
 - 15.3.2 states the general nature of the business to be dealt with at the meeting.
- 15.4 The request may include the text of any resolution intended to be moved at the meeting.
- 15.5 The meeting must be called by the Trustees for a date not more than 28 days after the date of the notice of the meeting. Where the members' request for a general meeting identifies a resolution intended to be moved at the meeting, the notice of the meeting must include notice of this resolution.
- 15.6 If the Trustees do not send out or publish a notice to convene a general meeting within 21 day of receiving a valid request to do so, the members who requested the meeting may send out or publish a notice to convene a general meeting.
- 15.7 The meeting must be called by the members for a date not more than three months after the date on which the Trustees became subject to the requirement to call the meeting. The meeting must be called in the same manner, as nearly as possible, as that in which meetings are required to be called by Trustees. Where the members' request for the

meeting identified a resolution intended to be moved at the meeting, the notice of the meeting must include this resolution.

SUPPORTER MEMBERS

16. The Trustees may establish such classes of Supporter Members with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such Supporter Members in accordance with the Regulations and/or rules, provided that no such Supporter Members shall be members of the Institute entitled to vote for the purposes of the Charter, Byelaws and Regulations.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

17. An accidental omission to send a notice to a member will not invalidate the proceedings of the meeting.
18. The proceedings at any meeting or on the taking of any poll or the making of any decision 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 participating or voting or by reason of any business being considered which is not specified in the notice.
19. The Trustees may authorise deeds to be signed on behalf of the Institute by two Trustees or by one Trustee provided that Trustee's signature is witnessed.
20. The Regulations and/or rules may deal with matters relating to members (including the convening and holding general meetings) and Supporter Members.

REGULATIONS

TRUSTEES

1. **Definitions and interpretation**

- 1.1 The definitions and rules of interpretation set out in the Byelaws apply to these Regulations.
- 1.2 In the event of conflict between the provisions of these Regulations and the Charter and Byelaws, the Charter and Byelaws shall prevail.

Decision-making by Trustees

2. **Trustees to take decisions collectively**

- 2.1 Any decision of the Trustees must be either:
 - 2.1.1 by decision of a majority of the Trustees participating and voting at a quorate Trustees' meeting (subject to Regulation 7); or
 - 2.1.2 a decision taken in accordance with Regulation 8.

3. **Calling a Trustees' meeting**

- 3.1 Two Trustees may call or require the calling of a Trustees' meeting.
- 3.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 3.2.1 all the Trustees agree; or
 - 3.2.2 urgent circumstances require shorter notice.
- 3.3 Notice of Trustees' meetings must be given to each Trustee.
- 3.4 Every notice calling a Trustees' meeting must specify:
 - 3.4.1 the place, day and time of the meeting;
 - 3.4.2 the general nature of the business to be considered at such meeting; and
 - 3.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 3.5 Notice of Trustees' meetings need not be in Writing.
- 3.6 Regulation 36 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

4. **Participation in Trustees' meetings**

- 4.1 Subject to the Regulations, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

- 4.1.1 the meeting has been called and takes place in accordance with the Regulations; and
- 4.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

4.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

4.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

5. **Quorum for Trustees' meetings**

5.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

5.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than one-third of the total number of Trustees,

5.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:

5.3.1 to appoint further Trustees; or

5.3.2 to call a general meeting so as to enable the members to appoint further Trustees.

6. **Chairing of Trustees' meetings**

6.1 The Chair, if any, or in his or her absence another Trustee nominated by the Trustees participating shall preside as chair of each Trustees' meeting.

7. **Casting vote**

7.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

7.2 Regulation 7.1 does not apply if, in accordance with the Regulations, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

8. **Decisions without a meeting**

8.1 The Trustees may, in the circumstances outlined in this Regulation, make a majority decision without holding a Trustees' meeting. A decision of the Trustees shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held if:

8.1.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

8.1.2 that Trustee has taken all reasonable steps to make the other Trustees aware of the matter and the decision;

8.1.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

- 8.1.4 a majority of the Trustees vote in favour of a particular decision on that matter.
- 8.2 Trustees participating in the taking of a majority decision in accordance with this Regulation:
- 8.2.1 may be in different places, and may participate at different times, and
- 8.2.2 may communicate with each other by any means.
- 8.3 No decision shall be taken by the Trustees in accordance with this Regulation unless a quorum participates in the decision-making. The quorum for Trustees' decision-making in accordance with this Regulation shall be the same as the quorum for Trustees' meetings as set out in Regulation 5.2.
- 8.4 The Chair, or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Regulation. The process shall include:
- 8.4.1 circulation of the proposed decision with an indication of the date by which Trustees' votes must be received in order to be counted in the process. The chair of the process can determine what this date should be but, except in unusual circumstances, it should be at least 14 days after the circulation date;
- 8.4.2 the nomination of a person to whom all Trustees' votes must be communicated;
- 8.4.3 on or after the date by which Trustees' votes must be received, the communication by that nominated person to all the Trustees of the votes cast in favour and against and whether the resolution has been passed;
- 8.4.4 the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and
- 8.4.5 the nominated person must prepare a minute of the decision in accordance with Regulation 39.
- 8.4.6 In the case of an equality of votes in any decision-making process in accordance with this Regulation, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Regulations, the Chair is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

9. **Trustee interests and management of conflicts of interest**

Declaration of interests

- 9.1 Unless Regulation 9.2 applies, a Trustee must declare the nature and extent of:
- 9.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Institute; and
- 9.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Institute or his or her duties to the Institute.

- 9.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 9.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Institute, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

- 9.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Institute, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

- 9.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Institute (as permitted under Article 5.4.1 of the Charter and which is available generally to the beneficiaries of the Institute;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.1.31 of the Charter;
- (c) payment under the indemnity set out at Article 6 of the Charter; and
- (d) reimbursement of expenses in accordance with Article 5.4.2 of the Charter; or

- 9.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Regulation 9.5.

- 9.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Regulation 9.5, he or she must:

- 9.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

- 9.5.2 not be counted in the quorum for that part of the process; and

- 9.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Institute

- 9.6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Regulations in respect of that conflict:

9.6.1 the Trustee shall not be in breach of his or her duties to the Institute by withholding confidential information from the Institute if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

9.6.2 the Trustee shall not be accountable to the Institute for any benefit expressly permitted under these Regulations which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

10. **Register of Trustees' interests**

10.1 The Trustees must ensure that a register of Trustees' interests is kept.

Appointment and retirement of Trustees

11. **Appointment of Trustees**

11.1 In accordance with Byelaw 8.2, there shall be up to twelve Trustees who shall comprise eight Elected Trustees and up to four Co-opted Trustees.

11.2 The eight Elected Trustees must be members.

11.3 They shall be elected by the members to take office following the conclusion of the annual general meeting.

11.4 The election of Elected Trustees must be in accordance with election procedures that have been set by the Trustees. The Trustees may make such arrangements as they think fit to allow members to vote by electronic means for the election of Elected Trustees.

11.5 Nominees for election must be:

11.5.1 members who are 18 years of age or over; and

11.5.2 nominated by two members.

11.6 Co-opted Trustees will be appointed by the Trustees.

11.7 The Trustees can fill any vacancy for an Elected Trustee by appointing a member to serve until the conclusion of the next annual general meeting. Any time served on the Board to fill a vacancy will not count towards a trustee's maximum term of office.

11.8 Any candidate for election or appointment as a Trustee must sign a statement that s/he is eligible to serve as a Trustee, and that s/he accepts the legal roles and responsibilities of being a Trustee.

12. **Term of Office**

12.1 Elected Trustees shall hold office for a term up to three years. Each Elected Trustee shall be eligible for re-election, subject to Regulation 13. The terms of office for any vacancy may be reduced to less than three years by the Trustees, prior to the election, in order to allow for a staggered succession.

12.1.1 Each Co-opted Trustee shall retire after one year, unless re-appointed. Each Co-opted Trustee shall be eligible for re-appointment, subject to Regulation 13.

13. **Maximum term of Trustees**

13.1 For all Trustees a year in office shall be from the end of one annual general meeting until the end of the following annual general meeting. Subject to Regulation 19.3, a Trustee who has served six years, must take a break from office and may not be re-appointed until the annual general meeting the year following her or her break from office

14. **Minimum age**

14.1 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

15. **General**

15.1 A Trustee may not appoint an alternate trustee or anyone to act on his or her behalf at meetings of the Trustees.

16. **Disqualification and removal of Trustees**

16.1 A Trustee shall cease to hold office if:

16.1.1 he or she is disqualified under the Charities Act 2011 or the Charities and Trustee Investment (Scotland) Act 2005 from acting as a trustee of a charity;

16.1.2 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

16.1.3 a composition is made with his or her creditors generally in satisfaction of his or her debts;

16.1.4 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

16.1.5 notification is received by the Institute from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

16.1.6 he or she ceases to be a member of the Institute (save in the case of any Co-opted Trustee);

16.1.7 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

16.1.8 at a general meeting of the Institute, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or

16.1.9 at a meeting of the Trustees at which at least half of the Trustees are participating, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has

been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.

17. Transitional provisions

17.1 The trustees of the Former Company on the date of the incorporation of the Institute as a Royal Charter charity shall be the first Trustees of the Institute. Service as a trustee of the Former Company shall count as service as a Trustee of the Institute for the purpose of determining their term of office and overall length of service.

HONORARY OFFICERS

18. Honorary officers

18.1 The honorary officers shall be elected annually by the Trustees at a meeting which shall immediately follow the annual general meeting.

19. Chair

19.1 The Chair shall be elected from among the existing Trustees.

19.2 The Chair shall serve for a maximum of three consecutive years.

19.3 If the Chair is due to retire as a result of reaching the end of his or her term of office as a Trustee his or her term of office shall be extended to the end of the period of his or her term of office as Chair.

19.4 The Chair shall preside over every meeting at which he or she is participating but if the Chair is absent the Vice-Chair shall preside or if both are absent the Trustees may appoint one of their number to chair the meeting.

19.5 The Chair must be a member of the Institute.

20. Vice-Chair

20.1 The Vice-Chair shall be elected from among the existing Trustees.

20.2 The Vice-Chair shall serve for a maximum of three consecutive years.

20.3 The Vice-Chair must be a member of the Institute.

MEMBERS

21. Categories of members

21.1 The Institute shall have the following categories of member:

21.1.1 Associate Member;

21.1.2 Full Member;

21.1.3 Certificate Level Full Member;

- 21.1.4 Diploma Level Full Member;
- 21.1.5 Advanced Diploma Level Full Member;
- 21.1.6 Fellow; and
- 21.1.7 Fellow with qualifications.

22. Categories of Supporter Members

22.1 The Institute shall have the following categories of Supporter Members:

- 22.1.1 Organisational Members; and
- 22.1.2 Corporate Members.

23. Privileges

23.1 Members have the right to use the following affixes (as applicable):

- 23.1.1 Full Member – MInstF;
- 23.1.2 Certificate Level Full Member – MInstF(Cert);
- 23.1.3 Diploma Level Full Member – MInst(Dip);
- 23.1.4 Advanced Diploma Level Full Member – MInstF(Ad Dip);
- 23.1.5 Fellow – FInstF; and
- 23.1.6 Fellow with qualifications – FInstF(Dip).

23.2 Members and Supporter Members shall have such other rights and privileges as the Trustees shall determine from time to time.

23.3 The privileges or membership are specific to the member or Supporter Member and are not transferable by the act of the member or Supporter Member or by operation of law.

24. Termination of membership

24.1 Membership is not transferable.

24.2 A member shall cease to be a member:

- 24.2.1 if the member, being an individual, dies;
- 24.2.2 on the expiry of at least seven Clear Days' notice given by the member to the Institute of his, her or its intention to withdraw;
- 24.2.3 if any subscription or other sum payable by the member to the Institute is not paid on the due date and remains unpaid seven days after notice served on the member by the Institute informing him, her or it that he, she or it will be removed from membership if it is not paid.

The Trustees may re-admit to membership any person removed from membership on this ground on him, her or it paying such reasonable sum as the Trustees may determine; or

- 24.2.4 if, at a meeting of the Trustees at which at least half of the Trustees are participating, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Institute. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Institute any subscription or other sum owed by him, her or it;
- 24.2.5 if a member is subject to the Institute's disciplinary procedures set out in the Complaints and Disciplinary Rules and a finding is made in accordance with those rules that the member should be removed from membership.

GENERAL MEETINGS

Organisation of general meetings

25. Length of notice

25.1 All general meetings must be called by either:

25.1.1 at least 14 Clear Days' notice; or

25.1.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

26. Contents of notice

26.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

26.2 If the Institute gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

27. Service of notice

27.1 Notice of general meetings must be given to every member, to the Trustees, to any patron(s) and to the auditors of the Institute.

28. Quorum for general meetings

28.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present in person.

28.2 The quorum shall be twenty persons entitled to vote on the business to be transacted.

- 28.3 If a quorum is not present within half an hour from the time appointed for the meeting:
- 28.3.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and
- 28.3.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

29. **Chairing general meetings**

- 29.1 The Chair (if any) or in his or her absence the Vice-Chair or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting.
- 29.2 If neither the Chair, Vice-Chair nor any Trustee nominated in accordance with Regulation 29.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.
- 29.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present must choose one of the members present to be chair of the meeting.

30. **Attendance and speaking by Trustees, patrons and non-members**

- 30.1 Trustees may attend and speak at general meetings, whether or not they are members.
- 30.2 Patrons may attend and speak at general meetings, whether or not they are members.
- 30.3 The auditors shall be entitled to receive notice of and attend every general meeting and speak on any item of business that concerns them as auditors.
- 30.4 The chair of the meeting may permit other persons who are not members of the Institute (or otherwise entitled to exercise the rights of members in relation to general meetings, such as Supporter Members) to attend and speak at a general meeting.

31. **Adjournment**

- 31.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 31.1.1 the meeting consents to an adjournment; or
- 31.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 31.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 31.3 When adjourning a general meeting, the chair of the meeting must:

- 31.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
- 31.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 31.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Institute must give at least 7 Clear Days' notice of it:
 - 31.4.1 to the same persons to whom notice of the Institute's general meetings is required to be given; and
 - 31.4.2 containing the same information which such notice is required to contain.
- 31.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting at general meetings

32. Voting: general

- 32.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Regulations.
- 32.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:
 - 32.2.1 has or has not been passed; or
 - 32.2.2 passed with a particular majority;is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Regulation 39 is also conclusive evidence of that fact without such proof.
- 32.3 Each member shall have one vote each whether the vote is carried out by a show of hands or a poll.
- 32.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 32.5 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Institute have been paid.

Electronic voting and voting in advance

- 32.6 The Trustees may make such arrangements as they think fit to allow members to vote by electronic means on a resolution on which a poll is taken at a general meeting.
- 32.7 Any member entitled to vote on a poll may vote in advance of the meeting in such manner as the Trustees may direct, subject to the provisions of these Regulations. If the member

attends the meeting he or she may cancel any vote cast in advance by notifying the chair of the meeting prior to the vote and he or she may vote at the meeting. Subject to this, any vote cast in advance is, on a poll, treated as if it had been cast at the meeting.

33. Errors and disputes

33.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

33.2 Any such objection must be referred to the chair of the meeting whose decision is final.

34. Poll votes

34.1 A poll on a resolution may be demanded:

34.1.1 in advance of the general meeting where it is to be put to the vote; or

34.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

34.2 A poll may be demanded by:

34.2.1 the chair of the meeting;

34.2.2 the Trustees; or

34.2.3 two or more persons having the right to vote on the resolution.

34.3 A demand for a poll may be withdrawn if:

34.3.1 the poll has not yet been taken; and

34.3.2 the chair of the meeting consents to the withdrawal.

35. Procedure on a poll

35.1 Subject to the Regulations, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

Results

35.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

35.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

Timing

35.4 A poll on:

35.4.1 the election of the chair of the meeting; or

- 35.4.2 a question of adjournment;
must be taken immediately.
- 35.5 Other polls must be taken within 30 days of their being demanded.
- 35.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

Notice

- 35.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 35.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

36. Communications by the Institute

Methods of communication

- 36.1 Notices to members or any other person entitled to receive such notice may be given by post, email or by means of the Institute's website (provided, in the latter case, that all relevant persons are alerted to the fact that, in a particular case or cases, notice will be given by this means) and may be included with, or be part of, a publication of the Institute.
- 36.2 Where any document or information is sent by or to the Institute:
- 36.2.1 by post, it is deemed to have been received 48 hours (including Saturdays, Sundays and Public Holidays) after it was posted;
- 36.2.2 by email, it is deemed to have been received on the same day that it was sent;
- 36.2.3 by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

36.3 Every member shall from time to time notify the Institute of his or her postal address in United Kingdom and an email address,

36.4 Notices of general meetings need not be sent to a member who does not register an Address with the Institute, or to a member for whom the Institute does not have a current Address.

37. Communications to the Institute

37.1 Notices to the Institute shall be sent to the Institute by post to its registered address or other Address provided.

38. Rules

- 38.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Institute and its affairs provided that no rule shall be inconsistent with the Charter, Byelaws and Regulations.
- 38.2 The rules may regulate the following matters but are not restricted to them:
- 38.2.1 the duties of any officers or employees of the Institute;
- 38.2.2 the admission of members of the Institute and the privileges conferred on such members, and any subscriptions, fees or payments to be made by members;
- 38.2.3 the conduct of members of the Institute in relation to one another, and to the Institute's employees and volunteers;
- 38.2.4 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);
- 38.2.5 the procedure at general meetings;
- 38.2.6 any of the matters or things within the powers or under the control of the Trustees; and
- 38.2.7 generally, all such matters as are commonly the subject of rules.
- 38.3 The Trustees shall make (and may alter) rules, to be known as the Institute's "Complaints and Disciplinary Rules" for the purpose of handling and resolution of complaints and disciplinary matters relating to the conduct of members.
- 38.4 The Trustees shall delegate their powers in relation to the handling and resolution of complaints and disciplinary matters relating to the conduct of the members in accordance with the Complaints and Disciplinary Rules.
- 38.5 The Institute in general meeting has the power to alter, add to or repeal the rules.

39. Minutes

- 39.1 The Trustees must ensure minutes are made:
- 39.1.1 of all appointments of officers made by the Trustees;
- 39.1.2 of all resolutions of the Institute and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 39.1.3 of all proceedings at general meetings and meetings of the Trustees, and of committees of Trustees, including the names of the Trustees participating at each such meeting;
- and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Institute, be sufficient evidence of the proceedings.

40. **Records and accounts**

- 40.1 The Trustees shall ensure that proper books of account are kept in compliance with the law and relevant accounting standards and present to each annual general meeting accounts for the previous financial year containing an income and expenditure account and a balance sheet, with reports prepared by the Trustees and the auditors.
- 40.2 Copies of the annual report and accounts and any other document required by law to be annexed or attached thereto or to accompany the same shall be sent to all persons entitled to receive notice of general meetings (including the auditors) not less than 14 Clear Days before the annual general meeting. Copies need not be sent to a person for whom the Institute does not have a current Address.
- 40.3 The auditors shall be appointed annually at the annual general meeting. The retiring auditors shall be eligible for re-appointment.
- 40.4 The Trustees shall have the power to appoint auditors to fill a casual vacancy, if necessary, but such appointment shall only apply until the next annual general meeting.

