

The Constitution,

Comprising

The Memorandum and Articles of Association.

The Memorandum and Articles following were adopted in July 2009 for this organisation, then named

The Institute of Transactional Analysis.

The organisation was registered as The UK Association for Transactional Analysis in April 2013.

In the following documents the organisation is named as:

UNITED KINGDOM ASSOCIATION FOR TRANSACTIONAL ANALYSIS

Other than the change of name, there are no differences between the version presented here and the version adopted in 2009.

**UNITED KINGDOM ASSOCIATION FOR
TRANSACTIONAL ANALYSIS**

MEMORANDUM AND ARTICLES OF ASSOCIATION

CONSTITUTION

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of United Kingdom Association for Transactional Analysis

1. Name of Company

- 1.1 The name of the Company is: United Kingdom Association for Transactional Analysis.
It is hereinafter called "The Company"

2. Registered office

- 2.1 The registered office of the Company is to be situated in England.

3. Objects of the Company

- 3.1 The objects of the Company are:
- (a) To advance the education of the public generally with regard to the study, theory and practice of Transactional Analysis and its application.
 - (b) To advance the education of persons seeking qualification in Transactional Analysis by the provision of financial assistance to enable them to complete their education in Transactional Analysis to standards determined and monitored by the Company.
 - (c) To advance the education of persons qualified in Transactional Analysis by providing further training for continuing personal and professional development.
 - (d) To advance the education in Transactional analysis of practitioners who are not members of the Company with the purpose of raising standards of Transactional Analysis for the benefit of the public in general and in particular for those who receive the services of practitioners using Transactional Analysis.

4. Statement of Intention

- 4.1 The Company will remain non-party in politics and non-sectarian in religion. It will not discriminate on the grounds of disability, race, colour, nationality, or ethnic or national origins, sexual orientation, offending background (other than would debar a person from work with vulnerable people), political belief, religion, age, marital status or parental status.

5. What the Company may do

- 5.1 The Company may do anything lawful that may be necessary in order to promote its Objects:
- (a) To promote Transactional Analysis to the public through:
 - Publications
 - Multi media
 - Conferences, courses and other training events
 - Information
 - Advertising
 - (b) To determine, establish, monitor and maintain recognised standards of professional competence in the practice of Transactional Analysis.
 - (c) Promote, support or undertake research and disseminate the Results of such into the theory and practice of Transactional Analysis
 - (d) To maintain and develop co-operation with other professional bodies to further Transactional Analysis
 - (e) To provide or procure the provision of consultation and guidance in furtherance of the objects or any of them
 - (f) Apply for, seek, obtain and accept government or other grants

- 5.2 To raise funds.
- (a) Subject to consents required by law to raise funds, invite and receive contributions from anyone through subscriptions or the running of a lottery or in any other way.
 - (b) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of the primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the Company.
 - (c) To buy, take on lease or an exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - (d) To sell, lease or otherwise dispose of all or any part of the property belonging to the Company.
 - (e) To borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed.
 - (f) To cooperate with other Charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - (g) To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
 - (h) To undertake any charitable trust or charitable agency business which may promote the Company's Objects;
 - (i) Establish, promote and otherwise assist any Limited Company or companies for the purpose of acquiring any property or of furthering in any way the objects of the Company through trading and to establish the same, either as a wholly owned subsidiaries of the Company or jointly with other persons, companies, charities, government departments or local authorities and to finance the same if the Trustees see fit, by way of secured loan or share subscription on commercial terms, provided that the Company shall seek professional legal advice before financing such companies.
 - (j) To acquire, merge with or to enter into any partnership or joint venture arrangement with any other company that is also a charity formed for any of the Objects;
 - (k) To transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join.
 - (l) To set-aside income as a reserve against future expenditure but only in accordance with the written policy then in force concerning reserves;
 - (m) To employ and remunerate such staff as are necessary for carrying out the work of the Company.
 - (n) The Company may employ or remunerate a Trustee only to the extent it is permitted to do so by clause 6.4 and 6.5 and provided it complies with the conditions of those clauses and clause 6.6.

- 5.3 To:
- (a) Deposit or invest funds;
 - (b) Employ professional fund-managers;
 - i. Provided that such person are properly authorised to carry out such investments under the Financial Services Acts
 - ii. The delegated powers shall be exercisable only within clear policy guidelines set up in advance by the Company, and
 - iii. The Company shall be bound to review the arrangements for delegation at intervals normally not exceeding 12 months. But so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation;
 - iv. The Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults the of the Managers;
 - v. Arrange for the investments or other property of the Company to be held in the name of a nominee;
 - (c) In the same manner and subject to the same conditions as Trustees of a trust are permitted to do by the Trustee Act 2000, (and subsequent legislation)
 - (d) To pay out of the funds of the Company the costs of forming, registering and maintaining the Company both as a Company and as a Charity.

5.4 Indemnity Insurance

- (a) To provide indemnity insurance for the Trustees or any other officer of the Company in relation to any such liability, subject to the following restrictions;
 - 5.4.1 The liabilities referred to in 5.4 are:
 - (a) Any liability that by virtue of any rule of law would otherwise attach to a Trustee of a Company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company;
 - (b) The liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
 - 5.4.2 The following liabilities are excluded from 5.4.1
 - (i) Fines;
 - (ii) The costs of unsuccessfully defending criminal prosecutions for offences arising out of fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - (iii) Liabilities to the Company that result from conduct that the Trustee or other officer might be reasonably assumed to have known was not in the best interest of the Company or concerning which the person manifestly did not act with due diligence.
 - (iv) There is excluded from sub-clause 5.4.1 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge), that there was no reasonable prospect that the Company would avoid going into the insolvent liquidation.

6 Income and Property

- 6.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 6.2
 - (a) A Trustee is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
 - (b) Subject to restrictions in the sub-clauses 5.4.1. and 5.4.2 a Trustee may benefit from Trustee indemnity insurance cover purchased at the Company's expense.
- 6.3 None of the income or property of the Company may be paid or transferred directly or indirectly by any means to any member of the Company. This does not prevent a member who is not also a Trustee of receiving:
 - (a) A benefit from the Company in the capacity of a beneficiary of the Company;
 - (b) Reasonable ad proper remuneration for any goods or services supplied to the Company.
- 6.4 No Trustee may:
 - (a) Buy goods or services from the Company other than those offered under the same terms to other members of the Company, such as training, publications and conferences;
 - (b) Sell goods, services or any interest in land to the Company;
 - (c) Be employed by or receive any remuneration from the Company for acting as a Trustee;
 - (d) Receive any other financial benefit from the Company; unless;
 - (i) The payment is permitted by clause 6.5 and the Trustees follow the procedure and observe the conditions set out in clause 6.6; or
 - (ii) The Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- 6.5
 - (a) A Trustee may be employed by the Company, subject to the prior agreement of the Charities Commission, or enter into a contract for the supply of goods or services to the Company, other than for acting as a Trustee.
 - (b) A Trustee may receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees.
 - (c) A company of which a Trustee is a member may receive fees or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company.
 - (d) A Trustee may receive rent for premises let by the Trustee to the Company if the amount of the rent and the other terms of the lease are reasonable and proper, as confirmed by independent professional assessment.

- 6.6 (a) The Company and its Trustees may only rely upon the authority provided by sub-clause 6.5 if each of the following conditions is satisfied:
- (i) The remuneration or other sums paid to the Trustee; do not exceed an amount that is reasonable in all the circumstances, as determined by independent professional audit.
 - (ii) The Trustee is absent from the part of any meeting during which there is discussion of:
 - His or her employment or remuneration, or any matter concerning the contract; or
 - His or her performance in the employment, or his or her performance of the contract; or
 - Any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5 (5); or
 - Any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 6.5.
 - (iii) The Trustee does not vote on any such matter, and is not to be counted when calculating whether a quorum of Trustees is present for that part of the meeting.
 - (iv) The other Trustees are satisfied that it is in the interests of the Company to employ or to contract with that Trustee rather than someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so.
 - (v) The reason for the decision is recorded by the Trustees in the minute book.
 - (vi) A majority of the Trustees then in office have received no such payments.
- (b) The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:
- (i) A partner;
 - (ii) An employee;
 - (iii) A consultant;
 - (iv) A director; or
 - (v) A shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

6.7 In the sub-clauses (2)-(6) of this clause 6:

- (a) "Company" shall include any other distinct organisation, company or charity in which the Company:
 - Holds more than 50% of the shares; or
 - Controls more than 50% of the voting rights attached to the shares; or otherwise allocated
 - Has the right to appoint one or more Trustees to the Board of the organisation, charity or company;
- (b) "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister, or spouse of the Trustee or any person living with the Trustee as his or her partner.

6.8 To make such ex gratia payments as are considered reasonable and fair with the consent of the Company Commissioners.

6.9 The liability of the members is limited.

6.10 Every member promises, if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payments of the debts and liabilities of the Company incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

7. Dissolution

7.1 The members of the Company may at any time before, and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

- (a) Directly for the Objects; or
- (b) By transfer to any Company for purposes similar to the Objects; or
- (c) To any Company for use with particular purposes that fall within the Objects.

7.2. In no circumstance shall the net assets of the Company be paid to or distributed among the members of the Company (except to a member that is itself a Company) and if no such resolution is passed by the members or the Trustees the net assets of the Company shall be applied for charitable purposes as directed by the court or the Charity Commission.

8. Alterations to this memorandum

- 8.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a Company in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid 21 clear days notice of it must be given to all members who have a right to vote. 75% of those voting must be in favour of the special resolution.
- 8.2 Alterations may only be made to the Objects of the Company or any clause of this memorandum or articles which directs or restricts the way monies or the property of the Company may be used with the Company Commission's prior written consent.
- 8.3 The Company Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alterations.

We, the persons whose names and addresses are written below, wish to be formed into a Company under this Memorandum of Association.

Signature	Name	Address
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The Companies Acts 1985 and 1989

Company Limited by Guarantee and not having a Share Capital

Articles of Association of United Kingdom Association for Transactional Analysis

1. *Interpretation*

1.1 In these articles:

"The Act" means the operative provisions of the Companies Act 1985 and the Companies Act 2006 as amended by subsequent Acts;

The Company is United Kingdom Association for Transactional Analysis

The Council is the Council of the Company whose members are Directors of the Company and as such are charitable trustees

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Company;

"The Company" means the Company intended to be regulated by these articles;

"Clear days" in relation to the period of a notice means a period excluding:

- The day when the notice is given or deemed to be given; and
- The day for which it is given or on which it is to take effect;

"The Commission" means the Charities Commission for England and Wales;

"The memorandum" means the memorandum of association of the Company;

"Officers" includes the Directors and the secretary;

"The seal" means the common seal of the Company, if it has one;

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"The Directors" mean the directors of the Company. The directors are Company Trustees as defined by section 97 of the Charities Act 1993;

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

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

The words "person" or "people" include corporations

1.2 Unless the context otherwise requires words or expressions contained in these articles to have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Company.

1.3 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

1.4 Headings are not part of the Memorandum or Articles

2. *The constitution of the Company; rights of inspection by members*

2.1 The Company is established for the Objects shown in the Memorandum of Association

2.2 A copy of the Memorandum and Articles and any rules the Council make must be available for inspection by members. A copy is available on the members' web site as a free download. In addition any member may obtain a copy of these on payment of a reasonable fee fixed by the Council.

3. *Members*

3.1 The number of members of the Company is unlimited

3.2 The Company must keep at the Office a register of members showing their name, address and date of membership.

4. *Membership*

4.1 Membership is open to the following irrespective of disability, race, colour, nationality, or ethnic or national origins, sexual orientation, offending background (other than would debar a person from work with vulnerable people), political belief, religion, age, marital status or parental status.

4.2 Membership is not transferable to anyone else

4.3 Membership is open to individuals or organisations who:

- (a) Apply to the Company in the form required by the Trustees; and
- (b) Are approved by the Trustees.
- (c) The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interest of the Company to refuse the application.
- (d) The Trustees must inform the applicant in writing of the reasons for the refusal within 21 days of the decision.
- (e) The Trustees must consider any written representations the applicant may make about the decision. The Trustees decision following any written representations must be notified to the applicant in writing but shall be final.

5. *Termination of membership*

5.1 Membership is terminated if:

- (a) The member dies or, if an organisation, ceases to exist;
- (b) The member resigns by written notice to the Company unless, after the resignation, there would be less than two members;
- (c) Any sum due from the member to the Company is not paid in full within six months of it falling due;
- (d) The member is removed from membership by a resolution of the Trustees that it is in the best interest of the Company that his or her membership is terminated. A resolution to remove the member from membership may only be passed if:
 - (i) The member has been given at least 28 days notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reason why it is to be proposed;
 - (ii) The member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting.
 - (iii) The member ceases, in the opinion of the Trustees to have any significant connection to the charitable Objects of the Company.

6. *General meetings*

6.1 The Company must hold its first annual general meeting within 15 months after the date of its incorporation.

6.2 An annual general meeting must be held in each subsequent year and not more than 18 months may elapse between successive annual general meetings.

6.3 All general meetings other than annual general meetings shall be called extraordinary general meetings.

6.4 The Trustees may call an extraordinary general meeting at any time. Such a meeting must also be called if 3% of the members of the Company request it.

7. Notice of general meetings

- 7.1 The minimum periods of notice required to hold a general meeting of the Company are:
- 21 clear days for an annual general meeting and an extraordinary general meeting called for the passing of a special resolution;
 - 14 clear days for all other extraordinary general meetings.
- 7.2 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 7.3 The notice must be given to all the members and to the Trustees and auditors.
- 7.4 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

8. Ordinary and Special Business at General Meetings

- 8.1 At an extraordinary general meeting all business will be treated as special business.
- 8.2 At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the members of Council and Auditors, the election of members of the Council in place of those retiring, the appointment of Auditors, and the fixing of the payments to the auditors.

9. Proceedings at general meetings

- 9.1 No business shall be transacted at any general meeting, unless a quorum is present.
- 9.2 A quorum is:
A quorum is 3% of the members of the Company unless shown differently below. If the Company falls below 100 members, the quorum becomes 15% of members. An authorised representative of a member organisation shall be counted in the quorum.

10. Quorum

- 10.1 If:
- (a) A quorum is not present within half an hour from the time appointed for the meeting; or
 - (b) during a meeting a quorum ceases to be present;
- 10.2 The meeting shall be adjourned to such time and place as the Trustees shall determine.
- 10.3 The Trustees must reconvene the meeting and must give at least seven clear days notice of the reconvened meeting stating the date, time and place of the meeting.
- 10.4 At the reconvened meeting the quorum shall be 2% of the membership or 10 members whichever is the greater. If no quorum is present within 15 minutes of the start of the meeting the Trustees may dissolve the meeting and take whatever action it deems necessary to complete the business of the Company.

11. Chair of meetings

- 11.1 General meeting shall be chaired by the person who has been appointed to chair meetings of the Trustees.
- 11.2 If there is no such person or he or she is not present within 15 minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.
- 11.3 If there is only one Trustee present and willing to act, he or she shall chair the meeting.
- 11.4 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their numbers to chair the meeting.

12. **Adjourned meetings**

- 12.1 The members present at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 12.2 The person who is chairing the meeting must decide the date time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 12.3 No business shall be conducted at a reconvened meeting unless it could probably have been conducted at the meeting had the adjournment not taken place.
- 12.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days notice shall be given of the reconvened meeting stating the date time and place of the meeting.

13. **Voting**

- 13.1 Votes may be given in the following ways:
- (a) In person at the meeting
 - (b) By electronic means
 - (c) By postal vote
 - (d) By proxy at the meeting
- 13.2 Proxy Votes:
- (a) The instrument appointing the proxy shall be in writing under the hand of the member. A proxy should be a member of the Council.
 - (b) The instrument appointing a proxy shall be deposited at the registered office of the Council or at such a place within the United Kingdom as is specified for the purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
 - (c) An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:
“The United Kingdom Association for Transactional Analysis
I _____ of _____
In the County of _____, being a member of the above named
Company, Hereby appoint _____ of _____
Or failing him or her _____ of _____
As my proxy to vote for me on behalf at the (Annual/ Extraordinary, as the case may be) General
Meeting of the Company to be held on the day of _____, and at any adjournment thereof
Signed this _____ day of”
 - (d) If the member appoints a proxy then the person appointed will have the authority to demand a poll or join in demanding one.
- 13.3 Vote at Meeting
- Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- (a) By the person chairing the meeting; 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.
- 13.4 Declaration of vote:
- (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
 - (b) The result of the vote must be recorded in the minutes of the Company. But the number or proportion of votes cast need not be recorded.

- 13.5 **Withdrawing demand for a poll:**
- (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
 - (b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 13.6 **Taking a poll**
- (a) The poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
 - (b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
 - (c) A poll demanded on the election of a person to chair a meeting or a question of adjournment must be taken immediately.
 - (d) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
 - (e) The poll must be taken within 30 days after it has been demanded.
 - (f) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
 - (g) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 13.7 **Casting Vote:**
If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
- 13.8 **Resolution in writing:**
The resolution in writing signed by each member (or in the case of a member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

14. Votes of members

- 14.1 Subject to article 13.7 and the next paragraph every member, whether an individual or organisation shall have one vote.
- 14.2 No member shall be entitled to vote at any general meeting or at any adjourned meeting if he or she owes any money to the Company.
- 14.3 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 14.4 Any organisation that is a member of the Company may nominate any person to act as its representative at any meeting of the Company.
- 14.5 The organisation must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The nominee may continue to represent the organisation until notice to the contrary is received by the Company.
- 14.6 Any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation.

15. Trustees

- 15.1 A Trustee must be a natural person aged 18 years or older.
- 15.2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of article 19.
- 15.3 A Trustee will normally be elected from the membership of the Company. Up to 20% of the Trustees may be elected from outside the membership of the Company.
- 15.4 The number of Trustees shall not be less than three. It should normally not be less than five and if it should fall below five for reasons of resignations or otherwise, the remaining Trustees shall advertise to the membership for two or more replacements or shall call an Extraordinary General Meeting for the

purpose of electing additional trustees. Unless otherwise determined by ordinary resolution there shall not be any maximum set to the number of Trustees.

- 15.5 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Company having been elected from the membership of the company.
- 15.6 A Trustee may not appoint an alternative Trustee, or anyone to act on his or her behalf at meetings of the Trustees.

16. Powers of Trustees

- 16.1 The Trustees shall manage the business of the Company and may exercise all the powers of the Company, unless they are subject to any restrictions imposed by the Act, the memorandum, these articles or any special resolution.
- 16.2 No alterations of the memorandum or these articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 16.3 Any meeting of the Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

17. Retirement of Trustees

- 17.1 At the first annual general meeting all Trustees must retire from office unless by the close of the meeting the members have failed to elect sufficient Trustees to hold a quorate meeting of the Trustees. At each subsequent annual general meeting one third of the Trustees or, if their number is not three or a multiple of three, the number nearest to one third must retire from office. If there is only one Trustee he or she must retire.
- 17.2 The Trustees to retire by rotation shall be those who have been longest in office since their last appointment. If any Trustees become or were appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 17.3 If a Trustee is required to retire at an annual general meeting by provision of these articles the retirement shall take effect upon the conclusion of the meeting.

18. Appointment of Trustees

- 18.1 The Company may by ordinary resolution:
 - (a) Appoint a person who is willing to act to be a Trustee; and
 - (b) Determine the rotation in which any additional Trustees are to retire.
- 18.2 No person other than the Trustee retiring by a rotation may be appointed a Trustee at any general meeting, unless:
 - (a) He or she is recommended for re-election by the Trustees; OR
 - (b) Not less than 14 or more than 35 clear days before the date of the meeting, the Company is given a notice that:
 - (i) Is signed by a member entitled to vote at the meeting;
 - (ii) States the member's intention to propose the appointment of a person as a Trustee;
 - (iii) Contains the details that, if the person were to be appointed, the Company would have to file at Companies House; and
 - (iv) Is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 18.3 All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than 28 clear days notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by a rotation.
 - (a) The Trustees may appoint a person who is willing to act to be a Trustee.
 - (b) A Trustee appointed by resolution of the other Trustees must retire at the next annual general meeting and must not be taken into account in determining the Trustees who are to retire by rotation.
 - (c) The appointment of a Trustee, whether by the Company in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

19. Disqualification and removal of Trustees

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

- (a) Ceases to be a Trustee by virtue of any provision in the Act or is prohibited by law from being a Trustee;
- (b) Is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- (c) Ceases to be a member of the Company;
- (d) Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (e) Resigns as a Trustee by notice to the Company (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- (f) Is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated.

20. Remuneration of Trustees

- 20.1 The Trustees must not be paid any remuneration unless it is permitted by clause 6.4 and 6.5 and provided it complies with the conditions of those clauses and clause 6.6 of the Memorandum.

21. Proceedings of Trustees

- 21.1 The Trustees may regulate their proceedings as they think fit, subject to the provision of the articles.
- 21.2 Any Trustee may call a meeting of the Trustees.
- 21.3 The Secretary must call a meeting of the Trustees if requested to do so by a Trustee.
- 21.4 Questions arising at a meeting shall be decided by a majority of votes.
- 21.5 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.
- 21.6 No decision may be made by meeting of the Trustees, unless a quorum is present at the time the decision is purported to be made.
- 21.7 The quorum shall be two or the number nearest to one third of the total number of Trustees, whichever is the greater, or such larger number as may be decided from time to time by the Trustees.
- 21.8 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 21.9 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 21.10 The Trustees shall appoint a Trustee to chair their meetings and may at any time revoke such appointment.
- 21.11 If no one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within 10 minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.
- 21.12 The person appointed to chair meetings of the Trustees shall have no functions or powers except those confirmed by these articles or delegated to him or her by the Trustees.
- 21.13 A resolution in writing or by email signed by all the members of Council is as valid as if it had been passed at a properly held meeting of the Council.
- 21.14 The resolution in writing or email may comprise several documents containing the text of the resolution in like form each signed by one or more Trustees.

22. Delegation

- 22.1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any delegation must be recorded in the minute book.
- 22.2 The Trustees may delegate the administration of any of its powers to subcommittees. A sub-committee must conform to any regulations that the Trustees impose on it, and provide minutes of meetings and all such reports as Council may require.
- 22.3 The Trustees may impose conditions when delegating, including the conditions that:
- 22.4 The relevant powers are to be exercised exclusively by the committee to whom they delegate;
- 22.5 No expenditure may be incurred on behalf of the Company except in accordance with the budget previously agreed with the Trustees.
- 22.6 The Trustees may revoke or alter a delegation.
- 22.7 All acts in proceedings of any committees must be fully and promptly reported to the Trustees.

23. Trustee conflict of interest

- 23.1 A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interest of the Company and any personal interest (including but not limited to any personal financial interest).
- 23.2 Subject to paragraph 23.1, all acts done by a meeting of Trustees, or a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:
- (a) Who was disqualified from holding office;
 - (b) Who had previously retired or who had been obliged by the constitution to vacate office;
 - (c) Was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;
- If without:
- (d) The vote of that Trustee; and
 - (e) That Trustee being counted in the quorum;
- The decision has been made by a majority of the Trustees at a quorate meeting.
- 23.3 Paragraph 23.2 does not permit a Trustee to keep any benefit that may be conferred upon him or her by resolution of the Trustees or of a committee of Trustees. If, but for paragraph 23.1 the resolution would have been void, or if the Trustee has not complied with article 23.

24. Seal

- 24.1 If the Company has a seal it must only used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

25. Minutes

- 25.1 The Trustees must keep minutes of all:
- (a) Appointments of officers made by the Trustees;
 - (b) Proceedings at meetings of the Company;
 - (c) Meetings of the Trustees and committees of Trustees including:
 - (i) The names of the Trustees present at the meeting;
 - (ii) The decisions made at the meeting;
 - (iii) And, where appropriate, the reasons for the decisions.

26. Accounts

- 26.1 The Trustees must prepare for each financial year accounts as required by the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 26.2 The Trustees must keep accounting records as required by the Act.

27. Annual Report and Return and Register of Charities

- 27.1 The Trustees must comply with the requirements of the Charities Act 1993 (and subsequent legislation) with regard to:
- (a) The transmission of the statements of account to the Company;
 - (b) The preparation of the Annual Report and its transmission to the Commission;
 - (c) The preparation of an Annual Return and its transmission to the Commission.
 - (d) The Trustees must notify the Commission promptly of any changes to the Charities entry on the Central Register of Charities.
- 27.2 Any notice to be given to or by any person pursuant to the articles:
- (a) Must be in writing; or
 - (b) Must be given using electronic communications.
- 27.3 The Company may give any notice to a member either:
- (a) Personally; or
 - (b) By sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - (c) (c) By leaving it at the address of the member; or
 - (d) By giving it using electronic communications to the member's address; or

- (e) Printed member publication; or
- (f) On the Company's web site.

- 27.4 A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.
- (a) A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
 - (b) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
 - (c) Proof that a notice contained in an electronic communication was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

- 27.5 A notice shall be deemed to be given:
- (a) 48 hours after the envelope containing it was posted; or
 - (b) In the case of an electronic communication, 48 hours after it was sent.

28. Indemnity

28.1 The Company shall indemnify every Trustee or other officer of the Company against any liability incurred by him or her in that capacity to the extent permitted by the Act.

29. Rules

- 29.1 The Trustees may time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.
- 29.2 The bylaws may regulate the following matters but are not restricted to them:
- (a) the admission of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, 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 employees and volunteers;
 - (c) The setting aside of the whole or any part or parts of the Companies premises at any particular time or times or for any particular purpose or purposes;
 - (d) The procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or by these articles;
 - (e) Generally, all such matters as are commonly the subject matter of Company rules.
 - (f) The Company in general meeting has the power to alter, add to or repeal the rules or bylaws.
- 29.3 The Trustees must adopt such means as they think sufficient to bring the rules and bylaws to the notice of members of the Company.
- 29.4 The rules or bylaws, shall be binding on all members of the Company. No rule or bylaw shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Signatures, Names and Addresses of Subscribers

.....

Dated

Witness to the above signatures

Name

Address

Occupation



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 3364220

The Registrar of Companies for England and Wales hereby certifies that

INSTITUTE OF TRANSACTIONAL ANALYSIS

having changed its name, is now incorporated under the name of

**UNITED KINGDOM ASSOCIATION FOR
TRANSACTIONAL ANALYSIS**

Given at Companies House on **7th June 2013**.



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**