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ARTICLES OF ASSOCIATION JUNE 2018

NLPtCA is the trading name of Neurolinguistic Psychotherapy and Counselling Association

Company limited by guarantee registered in England No 3732953

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

Registered in England No.3732953

ARTICLES OF ASSOCIATION

OF

**NEURO LINGUISTIC PSYCHOTHERAPY AND COUNSELLING ASSOCIATION
LIMITED (the "Company")**

(Adopted by special resolution passed on 9th June 2018)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Interpretation

1.1. In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in article 15(1);

Articles: means the Company's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in article 17.1;

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31;

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

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

writing: means 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. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5. Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6. Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8. The following Model Articles shall not apply to the Company:
 - 1.8.1. 1 (Defined terms);
 - 1.8.2. 2 (Liability of Members);
 - 1.8.3. 8 (Unanimous decisions);
 - 1.8.4. 9(1) [and (3)] (Calling a directors' meeting);
 - 1.8.5. 11(2) and (3) (Quorum for directors' meeting);
 - 1.8.6. 13 (Casting vote);
 - 1.8.7. 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.8. 17(2) (Methods of appointing directors);
 - 1.8.9. 21 (Applications for membership);
 - 1.8.10. 22 (Termination of membership);
 - 1.8.11. 30(2) (Poll votes);
 - 1.8.12. 31(1)(d) (Content of proxy notices);
 - 1.8.13. 35 (Company seals);
 - 1.8.14. 38 (Indemnity);
 - 1.8.15. 39 (Insurance).
- 1.9. Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10. Model Article 7 (Directors to take decisions collectively) shall be amended by:

- 1.10.1. the insertion of the words “for the time being” at the end of Model Article 7(2)(a); and
 - 1.10.2. the insertion in Model Article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.11. Model Article 20 shall be amended by the insertion of the words “[including alternate directors)] [and the secretary]” before the words “properly incur”.

2. Objects

- 2.1. The objects for which the Company is established is to
- 2.1.1. develop and maintain standards for the practice of Neuro-Linguistic Psychotherapy and Counselling interests;
 - 2.1.2. to monitor the activities and further the interests of its members;
 - 2.1.3. to represent the interests of NLPtCA to other professional and regulatory authorities engaged in the field of psychotherapy and counselling;
 - 2.1.4. to promote Neuro Linguistic Psychotherapy and Counselling to a wider public, and to further the use of the techniques, training and practice of NLP and NLPt in personal development.

3. Powers

- 3.1. To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but without limitation:
- 3.1.1. may borrow or raise and secure the payment of money, or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party;
 - 3.1.2. carry on any other activities whatsoever which can in the opinion of the Company be advantageously carried on by the company incidental with or conducive to or ancillary to any of the objects of the Company's property or rights or is required by any client or customer or persons (legal or natural) dealing with the Company.
 - 3.1.3. purchase, sell, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any objects of the Company, including mortgage, charge or insure.
 - 3.1.4. construct, maintain, improve, rebuild and alter any houses, buildings or works necessary for the objects of the Company.
 - 3.1.5. accept gifts of any property or money including any interest therein, whether subject to any special trust or not, for any one or more of the objects of the Company
 - 3.1.6. provide support services such as, and not limited to education, training and accreditation.
 - 3.1.7. cause to be written, printed, published and circulated (gratuitously or otherwise) any newspapers, periodicals, pamphlets, reports, journals, films, instructional matter, books, recorded tapes, documents or leaflets and to organise lectures, classes, exhibitions, meetings, seminars, broadcasts and courses of instruction necessary for the promotion of its objects, either alone or with others.
 - 3.1.8. foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of such research.
 - 3.1.9. invest income received by the Company not immediately required for its purposes in or upon such investments, securities or property of whatever nature and wherever situated or place the same on deposit at interest with any bank, insurance company, or local authority as may be thought fit.
 - 3.1.10. invest the capital of the Company not immediately require for its purposes in or upon such investments, securities, land (including any estate or interest in the

same) and property of whatever nature and wherever situated and whether income producing or not including such personal credit with or without security as may be thought fit.

- 3.1.11. establish any charitable trusts which will further any of the objects of the Company.
- 3.1.12. employ and/or engage persons for each and any objects and/or purposes of the Company and make all reasonable and necessary provisions for the payment of pensions and superannuation benefits to or in respect of employees and their other dependants.
- 3.1.13. establish and support, and to aid in the establishment and support of, any other trusts, associations, bodies or corporations wheresoever constituted or operating formed for all or any of the objects of the Company.
- 3.1.14. amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company.
- 3.1.15. purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- 3.1.16. To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies institutions, societies or associations with which the Company is authorised to amalgamate.
- 3.1.17. draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts.
- 3.1.18. insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit.
- 3.1.19. pay out of the funds of the Company to cost, charges and expenses of and incidental to the formation of the Company and its registration under the Companies Acts.
- 3.1.20. do all such other lawful things in order to further the attainment of the above objects or any of them.
- 3.1.21. engage in any business trade or industry which may seem to the Company directly or indirectly conducive to the interest or convenience of the Company's members or any section thereof or of the community in the Company's area of activity generally.
- 3.1.22.

4. Income

- 4.1. The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2. No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1. reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 4.2.2. any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 4.2.3. reasonable and proper rent for premises demised or let by any Member or director; or
 - 4.2.4. reasonable out-of-pocket expenses properly incurred by any director, member or third party acting on behalf of the Company with authorisation of the directors.

5. Winding up

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

6. Guarantee

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

6.1.1. payment of the Company's debts and liabilities contracted before he ceases to be a Member,

6.1.2. payment of the costs, charges and expenses of the winding up, and

6.1.3. adjustment of the rights of the contributories among themselves.

DIRECTORS

7. Powers of directors

7.1. Subject to the provisions of the Act, the Articles and any special resolution, the Directors shall be responsible for the management of the Company's business and may exercise all the powers of the Company for that purpose.

7.2. No alteration of the Articles or any special resolution shall invalidate any prior act of the Directors.

7.3. A meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

8. Retirement of directors

8.1. The Directors retiring pursuant to any of the provisions in these Articles shall be eligible for re-election or reappointment except that no chair shall serve in that office for more than four continuous years, and no Member shall serve for more than six continuous years.

9. Disqualification and removal of directors

9.1. A Director shall cease to hold office if they:

9.1.1. are removed by ordinary resolution of the Company pursuant to the Act;

9.1.2. cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;

9.1.3. cease to be a Member of the Company;

9.1.4. have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;

9.1.5. in the written opinion of a registered medical practitioner who is treating the Director, have become physically or mentally incapable of acting as a director and may remain so for more than three months;

9.1.6. resign by written notice to the Company, provided that at least three Directors will remain in office once the resignation takes effect;

9.1.7. are removed from office by a resolution of the Directors that it is in the best interests of the Company that their office be vacated passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:

- (a) the Director has been given at least 14 clear days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and
- (b) the Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration. There shall be no right of appeal from a decision of the Directors to terminate the Directorship of a Director

10. Expenses

The Directors, Alternate Directors, Co-opt's and any such other individual may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings as requested by the Directors or otherwise in connection with the discharge of their duties.

11. Unanimous decisions

- 11.1. A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 11.2. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 11.3. References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 11.4. A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

12. Proceedings of directors

- 12.1. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit and may determine the quorum necessary for the transaction of business provided always that the quorum shall not be less than 3.
- 12.2. Acts done by a meeting of the Directors or of a committee or by a person acting as a Director shall not be invalidated by the subsequent realisation that:
 - 12.2.1. the appointment of any such Director or person acting as a Director was defective; or
 - 12.2.2. any or all of them were disqualified; or
 - 12.2.3. any or all of them were not entitled to vote on the matter

13. Calling a directors' meeting

- 13.1. Any director may call a directors' meeting by giving not less than 14 Business Days' notice of the meeting (or such lesser notice as all the directors may agree to the directors or by authorising the secretary (if any) to give such notice.
- 13.2. Notice of a directors' meeting shall be given to each director such notice need not be in writing.
- 13.3. A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

14. Participation in directors meetings

- 14.1. Any Director may participate in a meeting of the Directors in person or by means of video conference, telephone or any suitable electronic means agreed by the Directors and by which all those participating in the meeting are able to communicate with all other participants.
- 14.2. If all the Directors participating in the 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

15. Quorum for directors' meetings

- 15.1. Subject to article 15.2, the quorum for the transaction of business at a meeting of directors shall not be less than three Eligible Directors and shall not be more than fifteen.
- 15.2. For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 15.3. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - 15.3.1. to appoint further directors; or
 - 15.3.2. to call a general meeting so as to enable the Members to appoint further directors.

16. Chairing directors meetings and casting vote

- 16.1. The Directors shall appoint one of their number as chair of Directors and may determine the length of term for which the chair of Directors is to serve in that office, although that term may be renewed or extended (although such term is not to exceed six continuous years in the case of members and four continuous years in the case of the chair) On the same basis, the Directors may also appoint one of their number as vice-chair of Directors.
- 16.2. If at any meeting of the Directors neither the chair nor vice-chair of Directors, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair the meeting.
- 16.3. The Directors may terminate the appointment of a chair or any vice-chair of Directors at any time.
- 16.4. If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 16.5. Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

17. Directors' conflicts of interest

- 17.1. The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 17.2. Any authorisation under this article 17 shall be effective only if:
 - 17.2.1. to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;
 - 17.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 17.2.3. the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 17.3. Any authorisation of a Conflict under this article 17 may (whether at the time of giving the authorisation or subsequently):
 - 17.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 17.3.2. provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 17.3.3. provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- 17.3.4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 17.3.5. provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 17.3.6. permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 17.4. Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 17.5. The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 17.6. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 17.7. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 17.7.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 17.7.2. may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 17.7.3. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 17.7.4. shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

18. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than three but shall not be more than fifteen.

19. Co-option

- 19.1. The Directors may at any time co-opt any person to the Board whether or not she / he is a Member of the Company, provide that the maximum number prescribed in these Articles is not exceeded and that not more than three such co-options shall be made between one annual general meeting and the next. All persons to be co-opted shall retire at the annual general meeting following their co-option but shall be eligible to be re-appointed thereafter.

20. Appointment and removal of alternate directors

- 20.1. Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- 20.1.1. exercise that director's powers; and
- 20.1.2. carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor, provided that the maximum number of directors is not exceeded and that not more than three alternate directors shall be made between one Annual General Meeting and the next.

- 20.2. Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

- 20.3. The notice must:

- 20.3.1. identify the proposed alternate; and
- 20.3.2. in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

21. Rights and responsibilities of alternate directors

- 21.1. An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointor.

- 21.2. Except as the Articles specify otherwise, alternate directors are:

- 21.2.1. deemed for all purposes to be directors;
- 21.2.2. liable for their own acts and omissions;
- 21.2.3. subject to the same restrictions as their Appointors; and
- 21.2.4. not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member.

- 21.3. A person who is an alternate director but not a director:

- 21.3.1. may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
- 21.3.2. may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
- 21.3.3. shall not be counted as more than one director for the purposes of article 21.3.

- 21.4. A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

- 21.5. An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

22. Termination of alternate directorship

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- 22.1.1. when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 22.1.2. when the board of directors resolve to revoke the appointment and remove the alternate director by notice to the Company in writing specifying when it is to terminate;
- 22.1.3. on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- 22.1.4. on the death of the alternate's Appointor; or
- 22.1.5. when the alternate director's Appointor ceases to be a director for whatever reason.

23. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

24. Change of company name

The name of the Company may be changed by a special resolution of the Members, or otherwise in accordance with the Act.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

25. Membership

25.1. The Company shall admit to Membership an individual or organisation which:

- 25.1.1. applies to the Company using the application process approved by the directors; and
- 25.1.2. is approved by the directors.

A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

- 25.2. The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 25.3. The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 25.4. A Member must either be a practicing Psychotherapist or Counsellor, or who are training to be so, or planning so to train, or who have an active interest in the ethical use of neuro linguistic programming to enable psychological change and improved emotional wellbeing in the public.
- 25.5. A Member must undertake in writing to be bound by the terms of the code of ethics as prescribed by the directors from time to time.
- 25.6. All Members must pay to the Company on becoming a Member a membership fee, as determined by the Board from time to time. All Members must pay to the Company in continuance of being a Member such other fees as the Board determine from time to time.
- 25.7. All Members must consent to their details being entered into the Register of Members upon becoming a Member. A Member must notify the Company in writing within 21 days of a change to their name or address.

25.8. The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

25.9. The directors may at any time amend a Member's category of membership and shall notify the Member in question of their decision within 14 days of such alteration.

26. Expulsion of member

26.1. The directors shall have the power to review on a systemic and periodic basis, the maintenance by each member of the membership of the Company in the light of any applicable legal or regulating requirements to which the Company Members thereof may be subject from time to time. The ability of the directors to exercise such powers is subject to the following:

26.1.1. the directors must at all times act reasonably;

26.1.2. the board must at all times if required to so do so, explain in writing to any Members the basis of and the criteria employed in any policy review undertaken by the directors; and

26.1.3. the board shall not discriminate against any Member or group of Members on any grounds whatsoever, including, but not limited to, race, gender, nationality, political or religious persuasion, age, sexual orientation or disability.

26.2. The directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

26.2.1. is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or

26.2.2. has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

26.2.3. has failed to observe the terms of these Articles [and the Rules].

Following such termination, the Member shall be removed from the Register of Members.

26.3. The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.

26.4. A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.

26.5. As an alternative to terminating the membership of a Member and subject to the provision for appeal, the directors may, at their discretion, but acting reasonably, elect such other sanctions as the directors consider reasonable.

26.6. Where the membership of a Member, who is also at the relevant time a director, is terminated, such termination shall operate automatically and summarily will also terminate the appointment of that Member as a director.

DECISION MAKING BY MEMBERS

27. Annual General Meetings

27.1. The Company shall hold an annual general meeting each year, with not more than 15 months elapsing between successive annual general meetings.

27.2. Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and place as the Directors think fit.

27.3. The business at an annual general meeting shall include:

- 27.3.1. consideration of the accounts, balance sheets and reports of the Directors and auditors;
- 27.3.2. the election of Directors

28. Notice of general meetings

- 28.1. General meetings, except the annual general meeting, are called on a minimum of 14 clear days' notice. Annual general meetings are called on a minimum number of 21 days' clear notice.
- 28.2. The Board may, whenever they think fit, confer Extraordinary General Meeting. Extraordinary General Meetings may be convened at the request of any two members or ten per cent of the members of the Company, whichever is the greater.
- 28.3. A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 28.4. The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
- 28.5. The notice shall be given to:
 - 28.5.1. each Member;
 - 28.5.2. each Director.
- 28.6. Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

29. Proceedings at general meetings

- 29.1. The chair of the directors shall preside as chair at every general meeting or, if the chair of directors is not present within fifteen minutes after the time appointed for the holding of the meeting the vice chair of directors shall act as chair.
- 29.2. If neither the chair nor the vice-chair of Directors is present within 15 minutes of the time appointed for the meeting, a Director elected by the Directors present shall chair the meeting.
- 29.3. If there is only one Director present and willing to act, that Director shall chair the meeting.
- 29.4. If no Director is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.
- 29.5. No business shall be transacted at any general meeting unless a quorum is present
- 29.6. A quorum is:
 - 29.6.1. two Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting; or
 - 29.6.2. one-tenth of the total membership at the time
 - 29.6.3. whichever is the greater.
- 29.7. If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Directors shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.
- 29.8. The chair of a general meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The chair shall specify either that the meeting:
 - 29.8.1. (a) is to be adjourned to a particular date, time and place; or

29.8.2. (b) shall be adjourned to a date, time and place to be appointed by the Directors; and shall have regard to any directions as to date, time and place which have been given by the meeting.

29.9. If the meeting is adjourned until more than 14 days after the date on which it was adjourned, the Company shall give at least seven clear days' notice of it to the same persons to whom notice of the Company's general meetings is required to be given and containing the same information which such notice is required to contain.

29.10. 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.

30. Votes of members

30.1. Subject to the Act, at any general meeting:

30.1.1. every Member who is present in person (or by proxy) shall on a show of hands have one vote; and

30.1.2. every Member present in person (or by proxy) shall on a poll have one vote.

30.2. Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.

30.3. Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

30.4. A poll may be demanded by:

30.4.1. the chair of the meeting;

30.4.2. the Directors;

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

30.4.4. a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

30.5. A demand for a poll may be withdrawn if:

30.5.1. the poll has not yet been taken, and

30.5.2. the chair of the meeting consents to the withdrawal.

30.6. A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.

30.7. Otherwise, a poll demanded must be taken either immediately or at such time and place as the chair of the meeting directs, provided that it is taken within 30 days after it was demanded. If not taken immediately, either the time and place at which it is to be taken shall be announced at the meeting at which it was demanded or at least [seven] clear days' notice shall be given specifying the time and place at which the poll is to be taken.

30.8. The poll shall be conducted in such manner as the chair directs and the chair may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

30.9. If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

31. Proxies

31.1. Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

31.2. Model Article 31(1) shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid [unless the directors, in their discretion, accept the notice at any time before the meeting]” as a new paragraph at the end of that article.

32. Written resolutions

32.1. Subject to 32.4, a written resolution of the Members passed in accordance with this Article 32 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:

32.1.1. as an ordinary resolution if it is passed by a simple majority of the eligible Members; or

32.1.2. as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

32.2. Where a resolution is proposed as a written resolution of the Company, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

32.3. Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.

32.4. A Members' resolution under the Act removing a Director or an auditor before the expiration of his term of office may not be passed as a written resolution.

32.5. A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.

32.6. A Member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:

32.6.1. if the document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it;

32.6.2. if the document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement

32.7. A proposed written resolution shall lapse if it is not passed within [28] days beginning with the Circulation Date.

32.8. The Members may require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

ADMINISTRATIVE ARRANGEMENTS

33. Minutes

33.1. The Directors shall cause the Company to keep the following records in writing and in permanent form:

33.1.1. minutes of proceedings at general meetings;

33.1.2. minutes of meetings of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting;

33.1.3. copies of resolutions of the Company and of the Directors, including those passed otherwise than at general meetings or at meetings of the Directors; and

33.1.4. particulars of appointments of officers made by the Directors.

34. Seal

- 34.1. The seal, if any, may only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors.
- 34.2. The Directors may determine by what means and in what form the seal is to be used.
- 34.3. Unless otherwise decided by the Directors, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 34.4. For the purposes of this Article, an authorised person is:
 - 34.4.1. any Director;
 - 34.4.2. the secretary (if any); or
 - 34.4.3. any person authorised by the Directors for the purpose of signing documents to which the seal is applied.

35. Records and accounts

The Directors shall comply with the requirements of the Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

- 35.1.1. annual reports; and
- 35.1.2. annual returns.
- 35.2. Accounting records relating to the Company must be made available for inspection by any Directors at any reasonable time during normal office hours.

36. Means of communication to be used

- 36.1. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - 36.1.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, [48] hours after it was posted [(or [five] Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least [five] Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider)];
 - 36.1.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 36.1.3. if properly addressed and sent or supplied by electronic means, [one] hour after the document or information was sent or supplied; and
 - 36.1.4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 36.2. In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

37. Rules

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

38. Indemnity and insurance

- 38.1. Subject to article 38.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 38.1.1. each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- 38.1.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 38.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure; and
- 38.1.3. in relation to all losses, claims, actions or other liabilities suffered or incurred by him / her arising by reason of any improper investment may by or for the Company in good faith (so long as she / he shall have sought professional advice before or making or procuring the making of such investment) or by reason
- 38.2. This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 38.3. The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 38.4. In this article:
- 38.4.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 38.4.2. a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 38.4.3. a **relevant officer** means any director or other officer [or former director or other officer] of the Company [or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act))].