

**The Companies Act 1985 (as amended)**  
**Company limited by guarantee and not having a Share Capital**

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE GUILD OF PSYCHOTHERAPISTS**  
**(as amended by Special Resolution dated 5 April 2008)**

1. The Company's name is THE GUILD OF PSYCHOTHERAPISTS (and in this document it is called "the Charity").
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's objects shall be to promote, through psychotherapy offered by its members, the relief of psychological disturbance or disorder in members of the public by providing for:-
  - (a) Education and training in, and the undertaking of research connected with psychoanalytic psychotherapy for trainees, students, members and other practitioners of psychotherapy, provided that such education, training and research shall cover as wide a range of theories within the psychoanalytic and psychodynamic models as may from time to time be practicable and provided always that:
    - (i) no one or more theories within the said models shall be deemed to be more authoritative than any other such theory or theories;
    - (ii) no member, trainee or student shall be required at any time to practise psychoanalytic psychotherapy solely in accordance with the principles of any one or more theory or theories within the said models to the exclusion of any other such theory or theories; and
  - (b) to provide (subject to criteria established under the direction of the Council) psychotherapy to individuals who are unable to afford the commercial market rates and for whom the National Health Service is unable to offer such provision on a timely basis where the charge to the individual is less than such current commercial market rates.

Such other activities as may from time to time be consistent with the provisions of paragraph 3(a) and 3(b) hereof including but not limited to the organisation and running of any institution that may be deemed necessary to carry out the objectives herein set out.

4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
  - (a) Arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
  - (b) Collect and disseminate information on all matters affecting the said Objects and exchange such information with other bodies having similar objects whether in this country or overseas;
  - (c) Undertake, execute, manage or assist any charitable trusts which may lawfully be undertaken, executed, managed or assisted by the Charity;
  - (d) Co-operate with any other body having similar objects;
  - (e) Purchase, take on lease or in exchange, hire, or otherwise acquire any property and any rights and privileges necessary for the promotion of the said object and construct, maintain and alter any object and construct, maintain and alter any buildings, or erections necessary for the work of the Charity;
  - (f) Invest the moneys of the Charity immediately required for the said Objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as for the time being may be imposed or required by law;
  - (g) Subject to such consents as may be required by law, sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity;
  - (h) Raise funds and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise Provided that the

Charity shall not undertake any permanent trading activities in raising funds for its object;

- (i) Establish and operate both current accounts and deposit accounts with bankers Provided that cheques drawn on such accounts shall require the signature of a least two members of Council.
- (j) Appoint holding trustees to hold the property of the Charity upon such terms (not involving remuneration of any member of the Council) as may be thought fit;
- (k) Employ and pay any person or persons to supervise, organise and carry on the work of the Charity and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- (l) Do all such other lawful things as shall further the Objects;
- (m) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- (n) To raise funds and to invite and receive contributions; provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (o) To acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (p) Subject to clause 5 to employ such staff, who shall not be directors of the Charity (hereinafter referred to as "the trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (q) To establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;

- (r) To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
  - (s) To pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
  - (t) To do all such other lawful things as are necessary for the achievement of the Objects.
  - (u) Borrow or raise money for the purposes of the Charity on such terms and on such security as may be thought fit.
5. Income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:
- (1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
  - (2) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;
  - (3) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending-rate of a clearing bank to be selected by the trustees;

- (4) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
  - (5) of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
  - (6) to any trustee of reasonable out-of-pocket expenses.
6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and or the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

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**NAMES AND ADDRESSES OF SUBSCRIBERS**

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For and on behalf of  
CCS SECRETARIES LIMITED  
120 East Road, London  
N1 6AA

For and on behalf of  
CCS DIRECTORS LIMITED  
120 East Road, London  
N1 6AA

For and on behalf of  
CCS SECRETARIES LIMITED  
120 East Road, Lond  
N1 6AA

For and on behalf of  
CCS DIRECORS LIMITED  
120 East Road, London  
N1 6AA

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Dated the 4<sup>th</sup> day of May 2003

Witness to the above signatories:-

MICHAEL NORMAL CLAFF  
120 East Road, Lond  
N1 6AA

CHARTERED ACCOUNTANT

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The Companies Act 1985 and 1989  
Company Limited by Guarantee and not having a Share Capital

## **ARTICLES OF ASSOCIATION**

of

THE GUILD OF PSYCHOTHERAPISTS

Company No. 2821263

(Adopted by Special Resolution dated 5 April 2008 and  
amended by Special Resolution dated 2 April 2011)

### **INTERPRETATION**

1. In these articles:

"the Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
"Articles"	means these Articles of Association of The Guild;
"clear days"	in relation to the period of a notice means the 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;
"Code of Ethics"	means the Code referred to in Article 3 of these Articles;
"Council"	means the Council from time to time;
"Ethics Panel"	means the panel referred to in Article 5.3
"executed"	includes any mode of execution;
"The Guild"	means the company intended to be regulated by these Articles;

"the Memorandum"	means the Memorandum of Association of The Guild;
"office"	means the registered office of The Guild;
"the seal"	means the common seal of The Guild if it has one;
"Secretary"	means the secretary of The Guild appointed to perform the duties of the secretary of The Guild including a joint, assistant or deputy secretary;
"Student"	means a person who is participating in post graduate training with The Guild;
"Trainee"	means a person who is currently participating in the training course of The Guild leading to professional registration as a psychotherapist or who, having completed such a course, is currently applying or intends to apply for membership of The Guild;
"Training Committee"	means the committee referred to in Article 63;
"Trainee Representative"	means the representative referred to in Article 71;
"Trustees"	means the members of Council from time to time;
"Council"	means the directors of The Guild (and "Trustee" has a corresponding meaning);
"United Kingdom"	means Great Britain and Northern Ireland; and

words importing the masculine gender only shall include the feminine gender and words importing the feminine gender only shall include the masculine.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

## **MEMBERS**

2. Membership of The Guild shall comprise the subscribers and such other persons as have been admitted to membership by the Council together with such other suitably qualified persons as the Council shall from time to time elect to membership. In the case of a Trainee such election by the Council shall take place on the basis of the decision of the Training Committee as to the suitability for membership of such Trainee. The decision of the Training Committee in respect of such suitability shall be subject to any appeal procedure from time to time in force, provided that in the event of the Training Committee deciding that a Trainee is unsuitable for membership the Training Committee shall notify in writing the Council and the trainee of its reasons for reaching such a decision.
- 2.1 Unless the Members in general meeting shall make other provision under Article 95, the Council may in their absolute discretion permit any member of The Guild to retire. A member shall be entitled to retire as a member provided that all monies owing by such member to The Guild have been received by The Guild. In no circumstances shall the number of members be less than two.
- 2.2 A person who has been elected to membership of The Guild shall forthwith pay the initial subscription fee as a condition of membership and shall be deemed to have agreed to be bound by the provisions of these Articles as amended from time to time and such other rules as shall be determined by the Members in general meeting from time to time.

## **CODE OF ETHICS AND DISCIPLINARY PROCEDURES**

3. All members, Trainees and Students shall at all times fully comply with and be bound by the Code of Ethics of The Guild as determined by the Members in General Meeting from time to time and shall also be subject to any disciplinary provisions set out in such Code.

## **GENERAL MEETING**

4. The Guild shall hold an annual general meeting each year (where possible in the month of March) in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall

elapse between the date of one annual general meeting of The Guild and that of the next. The annual general meeting shall be held at such times and places as the Council shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

5. The Annual General Meeting shall transact the following business:-

5.1 receive and if approved adopt the reports of the Chair and Treasurer of The Guild and the Accounts.

5.2 elect the officers and members of the Council as provided in the Articles.

5.3 elect the Chair and ordinary members of the Ethics Panel as hereinafter provided.

5.4 elect persons to such other positions and membership of other committees as may from time to time be determined by the Members in general meeting.

5.5 appoint the auditors for the ensuing financial year.

5.6 deal with any matter which the Council may wish to bring before the members.

### **NOTICE OF GENERAL MEETINGS**

6. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or appointing a person as a Trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the Council and auditors.

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

### **PROCEEDINGS AT GENERAL MEETINGS**

8. No business shall be transacted at any meeting unless a quorum is present. Fifteen per cent of the current membership of The Guild entitled to vote upon the business to be transacted shall constitute a quorum.
9. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Council may determine.
10. The Chair, if any, of the Council or in his or her absence some other Trustee nominated by the Council shall preside as Chair of the meeting, but if neither the Chair nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members of the Council present shall elect one of their number to be Chair and, if there is only one Trustee present and willing to act, he shall be Chair.
11. If no Trustee is willing to act as Chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chair.
12. The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted, otherwise it shall not be necessary to give any such notice.
13. Save as otherwise provided by the Articles a resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result

of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

- 13.1 by the Chair; or
  - 13.2 by at least 20 members having the right to vote at the meeting; or
  - 13.3 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.
14. Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
  15. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
  16. A poll shall be taken as the Chair directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
  17. In the case of an equality of votes whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have.
  18. A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

19. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken.
20. A nomination for any person to stand for election to any office or other elected position at any Annual General Meeting must be in writing proposed and seconded by two members and must be received by the Secretary at least 14 days prior to that Annual General Meeting. A nomination which is not submitted in accordance with the above provisions may be accepted at any Annual General Meeting only when no other nomination for the proposed office or other elected position shall have been submitted in accordance with these provisions.
21. An Extraordinary General Meeting may at any time and within a period of not less than 21 days be called by the Council. An Extraordinary General Meeting shall also be called by the Secretary within 48 days (but not less than 21 days) of receipt of a request in writing to call an Extraordinary General Meeting signed by not less than twenty per cent of the total current members stating the purpose for which such a meeting is desired and setting out any resolution which is to be proposed thereat. No business shall be transacted at any Extraordinary General Meeting other than that specified in the notice thereof and no amendment to any resolution proposed to be voted on at the meeting shall be allowed. The Chair of the meeting shall be the Chair of The Guild or such other person as may be nominated by the Council.
22. A notice convening any Annual General Meeting or Extraordinary General Meeting shall (together with any relevant reports and accounts in the case of the Annual General Meeting) be sent to all members, Trainees and Students not less than 21 days before the Annual General Meeting or Extraordinary General Meeting and shall specify the business of the meeting and any resolution intended to be voted on thereat.
23. At any general meeting any member who is unable to be present may execute a form of proxy in favour of a member who is present authorising that member to vote on his behalf. A proxy shall be appointed in writing under the hand of the appointer. The instrument of proxy shall be received by the Secretary not less than 48 hours before the time appointed for the holding of the meeting. Any instrument appointing a proxy shall be in the following form:-

THE GUILD OF PSYCHOTHERAPISTS

"I ..... of .....  
being a member of The Guild of Psychotherapists hereby appoint

..... of .....

as my proxy to vote for me and on my behalf at the General Meeting of  
The Guild to be held on the .....day of..... and at  
any adjournment thereof.

SIGNED THIS ..... day of .....20 .

**OFFICERS**

- 24. The officers shall be the Chair of The Guild, the Secretary and the Treasurer. The officers shall, save as hereinafter provided, be elected by ballot of the members for a term of three years at the Annual General Meeting.
- 25. Any person who is a member of The Guild shall be eligible to stand for election as an officer.

**VOTES OF MEMBERS**

- 26. Every member shall have one vote at any general meeting except the Chair of such meeting who shall have a second or casting vote only in the event of any equality of votes.
- 27. No member shall be entitled to vote at any general meeting unless (subject to the discretion of the Council) all moneys then payable by him to The Guild have been paid.
- 28. No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not

disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

## **COUNCIL**

29. The members of the Council shall be treated as the charity trustees of The Guild. The Council shall comprise the following who shall also be directors of The Guild:-

29.1.1 The Chair, Secretary and Treasurer who shall be elected by poll for a term of three years for such office and shall be eligible to be elected for one further consecutive term for such office of three years. A person who has been elected to serve for two consecutive terms shall not be eligible to stand for the same office until the expiry of three years from such person ceasing to hold such office. A person who has been elected to serve as Secretary or Treasurer shall not be precluded from standing for election for one or more of the other offices in respect of which he or she has not previously served.

29.1.2 A person who has been elected to serve as Chair, Secretary or Treasurer for two consecutive terms shall not be eligible to serve as a Member Representative until the expiry of one year from such person ceasing to serve as Chair, Secretary or Treasurer.

29.2 Five Members' Representatives elected by ballot for a term of three years by members at the Annual General Meeting. A person who has been elected to serve as a Members Representative shall not be prevented from standing for election as Chair, Secretary or Treasurer.

29.3 The Chairs of all standing committees of The Guild save for the Ethics Panel and the Trainee Affairs Committee.

29.4 Two Trainee Representatives elected by the Trainee Affairs Committee of The Guild from among the members of that Committee.

## **POWERS OF COUNCIL**

30. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of The Guild shall be managed by the Council who may exercise all the powers of The Guild. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Council which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Council by the Articles and a meeting of Council at which a quorum is present may exercise all the powers exercisable by the Council.
31. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the articles, the Council shall have the following powers, namely:-
- 31.1 to expend the funds of The Guild in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of The Guild such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of The Guild;
  - 31.2 to enter into contracts on behalf of The Guild.
  - 31.3 to borrow or raise money for the purposes of The Guild on such terms and on such security as may be thought fit.
  - 31.4 in the event of any vacancy occurring on any standing committee or other committee of The Guild, to co-opt such person as Council may consider suitable to fill such vacancy save that where such vacancy occurs on the Ethics Panel, such co-option shall only be until the following AGM when an election shall take place in respect of that vacancy for the period of office then remaining unexpired of the person that gave rise to that vacancy and without prejudice to the right of the person co-opted to stand for election for that vacancy at the AGM.

## **APPOINTMENT AND RETIREMENT OF MEMBERS OF COUNCIL**

32. Any person who is a member of The Guild shall be eligible to stand for election and (subject to Article 34) re-election to the Council as a Members' Representative.
33. In the event of any person ceasing for whatever reason to be an officer or a member of the Council before the period for which they were elected shall have expired the Council may co-opt any suitable person to occupy that office or sit on the Council until the ensuing Annual General Meeting when a successor to that office or Council vacancy shall be elected only for the further unexpired period of office (if any) of the person who was last elected to that office or Council membership. Any person so elected for a period of less than three years only shall be eligible for immediate re-election thereafter for a full term of three years.
34. No person may be appointed as a Trustee:
  - 34.1 unless he or she had attained the age of 18 years; or
  - 34.2 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 36.
35. Subject as otherwise provided for in the Articles, a Trustee who retires at an Annual General Meeting may, if eligible for re-election and being willing to act, be reappointed.

#### **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

36. A Trustee shall cease to hold office if he:-
  - 36.1 ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 45 of the Charities Act 1992 (or any statutory re-enactment or modification of that provision);
  - 36.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;

36.3 resigns his office by notice to The Guild (but only if at least two Members of Council will remain in office (not being Trainees) when the notice of resignation is to take effect); or

36.4 is absent without the permission of the Council from all their meetings held within a period of six months and the Council resolve that his office be vacated.

#### **EXPENSES OF MEMBERS OF COUNCIL**

37. Members of Council may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Council or committees of Council or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

#### **APPOINTMENTS OF MEMBERS OF COUNCIL**

38. Except to the extent permitted by clause 5 of the Memorandum, no Trustee shall take or hold any property belonging to The Guild or receive remuneration or be interested otherwise than as a Trustee in any other contract to which The Guild is a party.

#### **PROCEEDINGS OF COUNCIL**

39. Subject to the provisions of the Articles, the Council may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall call a meeting of the Council. At least 14 days notice of a meeting of the Council shall, save for any emergency, be given by the Secretary to every member of the Council. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

40. The quorum for the transaction of the business of the Council may be fixed by the Council but shall not be less than one third of their number or five members of Council, whichever is the greater.

41. The Council may act notwithstanding any vacancies in their number, but, if the number of Council is less than the number fixed as the quorum, the continuing Council or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
42. The Chair of The Guild shall chair all meetings of the Council save that the Council may elect one of its members to act as Chair of any meeting at which it is not possible for whatever reason for the Chair of The Guild to be present.
43. Each member of the Council shall have one vote in respect of all matters to be decided thereat which shall be by simple majority vote save that whoever chairs the meeting shall have a second or casting vote only in the event of there being equality of votes and provided always that no Trainee Representative shall be entitled to vote in matters concerning election to membership.
44. The Council shall be empowered to exclude all Trainee Representatives from any part of its proceedings in respect of:-
  - 44.1 All matters relating to any complaint against any member, trainee or student alleging a breach of the Code of Ethics or any other complaints procedure from time to time in force.
  - 44.2 Elections to membership of The Guild.
  - 44.3 Consideration of any person for election or co-option to the Training Committee provided that the views of any Trainee Representatives present regarding any such person shall have been sought prior to the exclusion of such Trainee Representatives.
45. The Council may appoint one or more sub-committees consisting of three or more members of Council for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Council would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Council.

46. The Council shall have the express right to appoint one of its members to attend on its behalf any meeting of any standing committee, committee, sub-committee or other body in The Guild provided that no such right shall exist in respect of the Ethics Panel.
47. All acts done by a meeting of Council, or of a committee of Council, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
48. A resolution in writing, signed by all the members of Council entitled to receive notice of a meeting of Council or of a committee of Council, shall be as valid and effective as if it had been passed at a meeting of Council or (as the case may be) a committee of Council duly convened and held. Such a resolution may consist of several documents in the same form each signed by one or more of the Council.
49. Any bank account in which any part of the assets of The Guild is deposited shall be operated by the Council and shall indicate the name of The Guild. All cheques and orders for the payment of money from such account shall be signed by at least two persons authorised by Council at least one of whom shall be a member of Council.

#### **STANDING COMMITTEES**

50. The following committees shall be designated standing committees of The Guild which shall exist permanently:-
  - 50.1 Finance Committee;
  - 50.2 Ethics Panel;
  - 50.3 Members' Affairs Committee;
  - 50.4 Training Committee;
  - 50.5 Trainee Affairs Committee;
  - 50.6 Ethics Committee
  - 50.7 Clinic Committee.

#### **FINANCE COMMITTEE**

51. The Finance Committee shall be responsible for the primary consideration of all aspects of finances of The Guild upon which it will advise the Council which shall have ultimate responsibility for such matters.
52. The Finance Committee shall comprise the Treasurer, who shall act as Chair of that committee, plus a minimum of three other members to be appointed by the Council and at least one of whom must also be a member of the Council.

### **ETHICS PANEL**

53. The functions and powers of the Ethics Panel shall be to receive all written complaints alleging any breach by a member, trainee or student of the mandatory standards of conduct set out in the Code of Ethics from time to time in force as provided for in these Articles and to deal with such complaints in accordance with the provisions set out in the said Code. For the purposes of the avoidance of doubt in relation to its proceedings the Ethics Panel does not have any power to deal with the establishment or amendment of the policy of The Guild in relation to questions of ethics nor the basis on which the Ethics Panel is constituted and operates whether procedurally or otherwise.
54. The Ethics Panel shall be answerable to the Council in respect of the following only:-
  - 54.1 Reporting to the Chair of The Guild and to the Council in accordance with the provisions of the Code of Ethics from time to time in force.
  - 54.2 Compliance with the rules of procedure provided for in the Code of Ethics from time to time in force.
  - 54.3 Any expenditure proposed to be incurred by the Ethics Panel.
  - 54.4 All questions of policy for the basis on which it conducts its proceedings generally.
55. Save as hereinbefore provided the Ethics Panel shall not be answerable to Council or to any other committee body or person in respect of its deliberations findings decisions and sanctions relating to the facts circumstances and legal position arising out of any individual complaint brought before it, subject only to any right of appeal to Council by

the parties to such complaint following the conclusion of the proceedings before the Ethics Panel.

56. The Ethics Panel shall comprise the Chair of the Ethics Panel (hereinafter referred to as the "Ethics Chair") plus four ordinary members thereof.
57. The Ethics Chair and ordinary members of the Ethics Panel shall be elected by ballot of the members at the Annual General Meeting; the Ethics Chair for a period of four years and the ordinary members for a period of three years.
58. Any person who is a member of The Guild shall be eligible to stand for election to the Ethics Panel provided that no such person may also currently be a member of the Council or of the Members Affairs Committee and further provided that in the case of the Ethics Chair such person shall have been a member of The Guild for at least five years.
59. The Ethics Panel shall appoint an ordinary member of the Ethics Panel to act as Secretary thereof.
60. The Secretary of the Ethics Panel shall not less than 42 days prior to the Annual General Meeting inform the Secretary of The Guild of any vacancies which will occur at the Annual General Meeting including any mandatory vacancy as herein provided for.

#### **MEMBERS AFFAIRS COMMITTEE**

61. The Members' Affairs Committee shall advise the Council on such matters concerning the affairs of members as the Council may from time to time delegate to the Members' Affairs Committee to consider on its behalf, provided always that the Council shall retain ultimate responsibility for such matters as may be so delegated and further provided that the Council's decisions in respect of such matters shall be final and binding.
62. The Members' Affairs Committee shall comprise the Hon Secretary of The Guild as chair thereof plus a minimum of three members appointed by the Council.

#### **TRAINING COMMITTEE**

63. The Training Committee shall be responsible for:-
- 63.1 The training programme in compliance with the requirements of these Articles.
  - 63.2 The selection and registration of all applicants to become trainees of The Guild.
  - 63.3 The teaching, training assessment or approval as to suitability and competence of all persons who seek membership of The Guild, following training with The Guild.
64. The Training Committee shall operate within the framework and policies established by the Council and shall not be answerable to the Council nor to any other person or body for any decision it reaches in respect of any individual trainee but shall be answerable to the Council in respect of all other aspects of its duties.
65. The Training Committee shall comprise such members of The Guild as shall be elected by a ballot of members of the Council who are not Trainee Representatives. Such elections shall be held at the last meeting of the Council immediately preceding 1<sup>st</sup> June in each calendar year. All persons elected to the Training Committee shall, save as hereinafter expressly provided, serve for a term of five years commencing on 1<sup>st</sup> October immediately following election.
66. Any person shall be eligible for election to the Training Committee who is a member, is suitably qualified, and is able to satisfy the Council of his or her commitment to the objectives of The Guild concerning the plurality of theory as set out in the Memorandum of Association.
67. The Training Committee shall at its meeting which immediately precedes 1<sup>st</sup> October elect one of its members to act as its Chair and one of its members as its Secretary each to serve for a period of three years with effect from the following 1<sup>st</sup> October in any year when a vacancy for Chair or Secretary occurs. The period for which the Chair or Secretary is elected as a member of the Training Committee shall be automatically extended for such further period as may be necessary to enable that person to serve a full term of three years following election as Chair or Secretary of the

Training Committee provided that at the time they are so elected the total time they shall have served as a member of the Training Committee shall not have exceeded nine consecutive years.

68. No officer of The Guild shall be eligible for election as Chair or Secretary of the Training Committee but shall be eligible for election as an ordinary member thereof.
69. The Training Committee may with the prior consent of the Council co-opt any suitably qualified person to the Training Committee in order to determine the suitability or otherwise of that person for later possible full membership of the Training Committee. A person who is not a member of The Guild may be co-opted to the Training Committee. Any person co-opted to the Training Committee shall cease to be a member thereof immediately after the last meeting of that committee which precedes the meeting of the Council at which elections to the Training Committee are due to take place and without prejudice to the possibility of further co-option and subject to the same conditions as are herein set out.

#### **TRAINEE AFFAIRS COMMITTEE**

70. The Trainee Affairs Committee shall exist for the purpose of safeguarding the interests of all trainees and students of The Guild and shall comprise one trainee elected by each year-group of the training course plus one person elected by the group of trainees who are no longer part of a year-group but who have not yet qualified for membership such elections to take place during the second week of the first term of each academic year to serve until a successor shall be elected at the beginning of the following academic year.
71. The Trainee Affairs Committee shall during the second week of the first term of each academic year elect two of its members as Trainee Representatives on the Council.

#### **ETHICS COMMITTEE**

72. There shall be an Ethics Committee comprising a minimum of three suitably qualified members appointed by the Council to deal with the following matters:-

- 72.1 Consideration of all questions of ethics in the Guild which are not exclusively dealt with by the Ethics Panel.
- 72.2 To provide support, help and guidance to members, trainees or students on any question or matter having to do with ethics.
- 72.3 To consider and decide upon any application, whether from a member, trainee or student, or from any other person or body connected with research in which the Guild has some interest, as to whether research which it is proposed to be carried out will breach any ethical principles or be likely to cause harm to any subject participating in such research.

### **CLINIC COMMITTEE**

- 73 The Clinic Committee shall be responsible for all matters relating to the administration and running of the Guild Psychotherapy Clinic in respect of all of which duties the Clinic Committee shall be answerable to Council.
- 74 The Clinic Committee shall comprise a Chair appointed by Council plus a minimum of three other members as may from time to time be appointed by Council.

### **EFFECTIVE DATES OF ELECTION OR APPOINTMENT TO COUNCIL AND THE STANDING COMMITTEES**

- 75 Save as otherwise expressly provided in these Articles all elections and appointments to Council or to any standing committee shall be for a period of three years and save as otherwise expressly provided in these Articles the date from which such election or appointments shall take effect shall be 1<sup>st</sup> August immediately following such election or appointment.

### **ELIGIBILITY FOR RE-ELECTION TO COUNCIL OR THE STANDING COMMITTEES**

- 76 Save as otherwise expressly provided for in these Articles any person shall be eligible to stand for re-election once only to any office, or for membership of the Council or for membership of any Standing Committee. Thereafter, save as otherwise expressly provided in these Articles, no person shall be eligible for further such election unless one year shall have elapsed since he ceased to be such officer or member of the

Council or Standing Committee. For the purpose of the provisions of this article, no account shall be taken of any period of office or election which is for less than the full normal term as provided for in these Articles. In particular, no period of co-option to Training Committee shall count as a period of office for the purpose of the provisions of this article. Furthermore, by way of transitional arrangements only, any person who has served as a member of Training Committee for two consecutive terms of office totalling less than ten years under different provisions which preceded those now provided for in these Articles, shall be entitled to stand for election for a further term not exceeding two years so as to ensure that such person will at the end of such further term have served for a total period of ten consecutive years.

## **TRAINEE**

77. A person shall be registered as a trainee of The Guild after such process of assessment and selection as the Training Committee shall from time to time deem appropriate provided that the Training Committee shall not be obliged to give any reason for any refusal to register any person as a trainee or student.
78. Registration as a trainee may be terminated at any time by the Training Committee provided that the Training Committee shall be obliged to give written notice to such trainee and to the Council of its reasons for such termination.
79. Upon termination of registration as a trainee or student the person concerned shall be repaid within 14 days a part of his annual training fees for the current year (or if he shall have paid only an instalment of such fee, a part of such instalment) equal to the proportion which the number of uncompleted months of training (including the month in which the termination occurs) in the current year (or period covered by the instalment) bears to the total number of months in the current year (or period).
80. Any person registered as a trainee shall be entitled to attend and speak at any Annual General Meeting or Extraordinary General Meeting but not to vote thereat.
81. Any person who is registered as a trainee shall be eligible for consideration by the Training Committee of a recommendation to the Council for election to membership of The Guild. In the event of any trainee or student being unsuccessful in obtaining a recommendation of the Training Committee for election to membership such person may then appeal against such decision within 28 days thereof to the Council or to such

person body or committee as the Council may from time to time designate for that purpose and whose decision in respect of the appeal shall be final and binding in all respects.

## **RECORDS AND MINUTES**

75 Records shall be taken and minutes kept in such form as the Council may direct of the proceedings at all General Meetings and of all meetings of the Council and all standing committees or other committees of The Guild. The minutes of every such meeting shall be read, amended as required and approved at the following General Meeting or meeting of such committee or of the Council and signed by the person who chairs such meeting. All minutes so confirmed and signed shall be conclusive evidence as to all matters therein recorded. Copies of all such confirmed minutes other than the Ethics Panel shall be circulated to all members of the Council save that no copies of any minutes of the Training Committee shall be circulated to any Trainee Representative of the Council.

## **THE SEAL**

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

## **FINANCE AND SUBSCRIPTIONS**

84. The financial year of The Guild shall run from 1 October till the following 30 September in each year.

85. The income and property of The Guild and all money received by or on behalf of The Guild shall be applied solely towards the objectives of The Guild and no portion thereof shall be transferred by way of dividend, bonus or profit to any member, trainee or student, provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration or reasonable and proper out-of-pocket expenses or both to any employee of The Guild or to any member, trainee or other person for or arising out of services actually rendered by him or her to The Guild. No

payment of such remuneration shall be made to any member of the Council unless the following conditions are observed:

85.1 No such payment shall be made except in pursuance of a decision of the Council that the proposed payment does not contravene The Guild's charitable objectives.

85.2 No member of the Council to whom it is proposed to make such payment shall attend or participate in that part of any Council meeting where there is any discussion or vote in respect of such proposed payment or be counted for the purpose of the quorum at that part of such a meeting.

86. Subscriptions, training and other fees shall become due in advance annually on 1 October of each year provided that training fees only may be paid in two equal instalments on 1 October and 1 April of each year. The first year's subscription of a newly elected member shall be due immediately upon his or her election.

87. If the payment of the annual subscription of a member or the fees of a trainee or student is not made within twelve months of becoming due he or she shall following service of 28 days notice thereof, cease to be a member or registered trainee or student forthwith.

## **ACCOUNTS**

88. Accounts shall be prepared in accordance with the provisions of Part V11 of the Act.

## **ANNUAL REPORT**

89. The Council shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

## **ANNUAL RETURN**

90. The Council shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

## **NOTICES**

91. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Council need not be in writing.
92. The Guild may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from The Guild.
93. A member present in person at any meeting of The Guild shall be deemed to have received notice of the meeting and where necessary, of the purposes for which it was called.
94. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted.

## **INDEMNITY**

95. Subject to the provisions of the Act every Trustee or other officer or auditor of The Guild shall be indemnified out of the assets of The Guild against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of The Guild. The Guild shall have power to provide indemnity insurance for the Council out of the funds of The Guild. The insurance shall not extend to claims arising from acts or omissions the Trustee knew to be a breach of trust or breach of duty committed by the Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not, nor shall such insurance extend to the costs of an unsuccessful defence of a criminal prosecution brought against any Trustee of The Guild.

## **RULES**

96. The Members in General Meeting may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of The Guild and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye-laws regulate:
- 96.1 the admission and classification of members of The Guild (including the admission of organisations to membership) and the rights and privileges of such members and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
  - 96.2 the conduct of members of The Guild in relation to one another, and to The Guild's employees;
  - 96.3 the setting aside of the whole or any part or parts of The Guild's premises at any particular time or times or for any particular purpose or purposes;
  - 96.4 the procedure at general meetings and meetings of the Council and committees of the Council insofar as such procedure is not regulated by the Articles;
  - 96.5 generally, all such matters as are commonly the subject matter of rules for a charity.
97. The Members in General Meeting shall have power to alter, add to or repeal the rules or bye-laws and the Council shall adopt such means as they think sufficient to bring to the notice of members of The Guild all such rules or bye-laws, which shall be binding on all members of The Guild, provided that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

**NAME AND ADDRESS OF SUBSCRIBERS**

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**Dated the 4 day of May 1993**

For and on behalf of  
CCS SECRETARIES LIMITED  
120 East Road, London  
N1 6AA

For and on behalf of  
CCS DIRECTORS LIMITED  
120 East Road, London  
N1 6AA

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Dated the 4th day of May 1993

Witness to the above signatories:-

MICHAEL NORMAN CLAFF  
120 East Road, London  
N1 6AA

CHARTERED ACCOUNTANT