

Dated 2019

CONSTITUTION

Of the  
Christian Science Nursing Association (UK)

## CONTENTS

SECTION	PAGE
1 INTERPRETATION .....	1
2 OBJECTS .....	2
3 POWERS .....	2
4 APPLICATION OF INCOME AND PROPERTY .....	4
5 BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS .....	5
6 WINDING UP .....	6
7 LIABILITY OF MEMBERS .....	7
8 MEMBERS .....	7
9 TERMINATION OF MEMBERSHIP .....	8
10 GENERAL MEETINGS OF MEMBERS .....	8
11 WRITTEN RESOLUTIONS .....	10
12 TRUSTEES .....	11
13 POWERS OF TRUSTEES .....	11
14 APPOINTMENT OF TRUSTEES .....	11
15 RETIREMENT OF TRUSTEES .....	12
16 DISQUALIFICATION AND REMOVAL OF TRUSTEES .....	12
17 PROCEEDINGS OF TRUSTEES .....	13
18 CALLING A TRUSTEES' MEETING .....	13
19 PARTICIPATION IN TRUSTEES' MEETINGS .....	14
20 QUORUM FOR TRUSTEES' MEETINGS .....	14
21 CHAIRING TRUSTEES' MEETINGS .....	14
22 DECISION-MAKING BY TRUSTEES .....	14
23 UNANIMOUS DECISIONS BY TRUSTEES .....	15
24 DELEGATION BY TRUSTEES .....	15
25 CONFLICTS OF INTERESTS .....	16
26 SECRETARY AND TREASURER .....	17
27 CHANGE OF ASSOCIATION NAME .....	17
28 MINUTES .....	17
29 RECORDS AND ACCOUNTS .....	18
30 IRREGULARITIES .....	18
31 INDEMNITY .....	18

**CONSTITUTION**  
**OF**  
**CHRISTIAN SCIENCE NURSING ASSOCIATION (UK)**  
**(Adopted on 2019)**

**1 INTERPRETATION**

1.1 In this Constitution, unless the context otherwise requires:

**Association:** means the Christian Science Nursing Association (UK);

**Circulation Date:** in relation to a written resolution, the date upon which such written resolution is circulated to all eligible Members;

**Clear Days:** in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

**Connected Person:** means any person falling within one of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest;

**Constitution:** means the Association's Constitution for the time being in force;

**Trustee:** means a Trustee of the Association, as appointed from time to time

in accordance with the Constitution;

**Member:** means a person who is admitted to full membership of the Association in accordance with Section 8.1 of the Constitution;

**Objects:** means the objects of the Association as stated in Section 2;

**United Kingdom:** means Great Britain and Northern Ireland; and

**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 Headings in these Sections are used for convenience only and shall not affect the construction or interpretation of the Constitution.

1.3 A reference in the Constitution to a **Section** is a reference to the relevant section of the Constitution unless expressly provided otherwise.

## 2 OBJECTS

2.1 The Objects for which the Association is established are to facilitate, encourage and co-ordinate support for Christian Science nursing in the United Kingdom and to provide a network of communication for sharing and circulating a greater awareness of Christian Science nursing and Christian Science nursing services.

2.2 In furtherance of these Objects, the Association shall uphold the Christly standard of Christian Science Nursing as stated in the Manual of The Mother Church by Mary Baker Eddy:

*“A member of the Mother Church who represents himself or herself as a Christian Science nurse shall be one who has a demonstrable knowledge of Christian Science practice, who thoroughly understands the practical wisdom necessary in a sick room, and who can take proper care of the sick.”*  
(Art. 8 Sect. 31)

2.3 The Association shall operate in a non-profit manner only.

## 3 POWERS

In pursuance of the Objects, but not further or otherwise, the Association has the power:

3.1 to sell, lease or otherwise dispose of or turn to account all or any of the property or assets of the Association;

- 3.2 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.3 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise;
- 3.4 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 3.5 to invest moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.6 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 3.7 to undertake and execute charitable trusts;
- 3.8 to engage and pay any person or persons whether on a full-time or part-time basis as a consultant to supervise, organise, carry on the work of and advise the Association;
- 3.9 to amalgamate with any companies, institutions, societies or associations and have objects altogether or mainly similar to those of the Association and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Association;
- 3.10 to do all such other lawful things as shall further the attainment of the Objects of the Association or any of them, provided that:
  - 3.10.1 in case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
  - 3.10.2 the Association's Objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- 3.11 to take out insurance policies to protect the Association when required;

3.12 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Association;

3.13 any such insurance in the case of 3.12 shall not extend to:

3.13.1 any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Association, or where the Trustees did not care whether such conduct was in the best interests of the Association or not;

3.13.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees; or

3.13.3 any liability to pay a fine.

#### **4 APPLICATION OF INCOME AND PROPERTY**

4.1 The income and property of the Association shall only be applied to promote the Objects.

4.2 Except as provided below, no part of the income or property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Association. This shall not prevent any payment in good faith by the Association of:

4.2.1 a benefit to any Member in the capacity of a beneficiary of the Association;

4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Association, provided that Section 5. applies if such a Member is a Trustee;

4.2.3 interest on money lent by a Member to the Association at a reasonable and proper rate, which must be not more than the Bank of England bank rate (also known as the base rate).;

4.2.4 reasonable and proper rent for premises demised or let by a Member to the Association; and

4.2.5 any payment to a Member who is also a Trustee which is permitted under Section 5.

## 5 BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

### 5.1 A Trustee:

- 5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Association;
- 5.1.2 may benefit from trustee indemnity insurance purchased by the Association;
- 5.1.3 may receive payment under an indemnity from the Association in the circumstances set out in Section 31;
- 5.1.4 may not receive any other benefit or payment from the Association unless it is authorised by this Section 5.

### 5.2 Unless the benefit or payment is permitted under Section 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

- 5.2.1 buy any goods or services from the Association on terms preferential to those applicable to members of the public;
- 5.2.2 sell goods, services, or any interest in land to the Association;
- 5.2.3 be employed by, or receive any remuneration from the Association (save that a Trustee may receive an agreed amount of remuneration for services carried out in the role of Secretary and/or Treasurer of the Association); or
- 5.2.4 receive any other financial benefit from the Association.

The term 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

### 5.3 A Trustee or a Connected Person may:

- 5.3.1 receive a benefit from the Association in the capacity of a beneficiary of the Association provided that a majority of the Trustees do not benefit in this way;
- 5.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Association;
- 5.3.3 subject to Section 5.4, enter into a contract for the supply of goods to the Association that are not supplied in connection with services

provided to the Association by the Trustee or Connected Person;

5.3.4 receive interest at a reasonable and proper rate on money lent to the Association; and

5.3.5 take part in the normal trading and fund-raising activities of the Association on the same terms as members of the public.

5.4 The Association and the Trustees may only rely on the authority provided by Section 5.3.3 if each of the following conditions is satisfied:

5.4.1 the amount or maximum amount of the payment for the goods:

5.4.1.1 is set out in an agreement in writing between the Association and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to or on behalf of the Association;

5.4.1.2 does not exceed what is reasonable in the circumstances for the supply of the goods in question;

5.4.2 the other Trustees are satisfied that it is in the best interests of the Association to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;

5.4.3 the Supplier:

5.4.3.1 is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Association by them;

5.4.3.2 does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Section 5.

## 6 WINDING UP

6.1 On the winding up or dissolution of the Association, after provision has been

made for all its debts and liabilities, any assets or property that remain (the **Association's Remaining Assets**) shall not be paid or distributed to the Members but shall be applied or transferred in any of the following ways:

- 6.1.1 directly for one or more of the Objects;
  - 6.1.2 to any association or charities in the United Kingdom for purposes similar to the Objects; or
  - 6.1.3 to any association or charities in the United Kingdom for particular purposes falling within the Objects.
- 6.2 The decision on who is to benefit from the Association's Remaining Assets, pursuant to Section 6.1, may be made 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 Trustees at or before the time of winding up or dissolution.
- 6.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Section, the Association's Remaining Assets shall be applied for charitable purposes as directed by the court.

## 7 **LIABILITY OF MEMBERS**

The liability of each Member is limited to one pound (£1), being the amount that each Member undertakes to contribute to the assets of the Association in the event of its being wound up while they are a Member or within one (1) year after they cease to be a Member, for:

- 7.1 payment of the Association's debts and liabilities contracted before they cease to be a Member,
- 7.2 payment of the costs, charges and expenses of the winding up, and
- 7.3 adjustment of the rights of the contributories among themselves.

## 8 **MEMBERS**

- 8.1 Full membership is open to the following individuals ("**Members**"):
  - 8.1.1 Christian Science Nurses listed as individual members in the Christian Science Journal, either under the heading "United Kingdom" or being listed as a resident in the United Kingdom; and

- 8.1.2 Individual members of The Mother Church who are training to become a Christian Science Nurse listed in the Christian Science Journal under the heading “United Kingdom.”
- 8.1.3 The committee will annually decide an approach to contributions, to be announced at the AGM i.e. amount, and whether it is voluntary or obligatory.
- 8.2 The Association shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.
- 8.3 Membership for Members is not transferable.
- 8.4 Associate membership is open to the following organisations (“**Associate Members**”), who, as Associate Members, shall have no voting rights:
  - 8.4.1 Christian Science Houses;
  - 8.4.2 Visiting Christian Science Nurse Services; and
  - 8.4.3 Visiting Christian Science Nurse Support Funds in the United Kingdom.
  - 8.4.4 Associate membership is open to Board members / trustees, company members, administrators and supporting staff for 8.4.1, 8.4.2 and 8.4.3.
- 8.5 Membership for Associate Members is not transferable.

## 9 **TERMINATION OF MEMBERSHIP**

- 9.1 A Member shall cease to be a Member if:
  - 9.1.1 the Member resigns by written notice to the Association; or
  - 9.1.2 the Member dies.
- 9.2 An Associate Member shall cease to be an Associate Member if:
  - 9.2.1 the Associate Member resigns by written notice to the Association;  
or
  - 9.2.2 the Associate Member becomes insolvent or otherwise ceases to operate.

## 10 **GENERAL MEETINGS OF MEMBERS**

- 10.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Constitution (**General Meeting**). General Meetings of the Members shall be held at least once in each calendar year.
- 10.2 General Meetings shall be called on notice in accordance with the Constitution and proceedings at a General Meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Association.
- 10.3 No business shall be transacted at any General Meeting unless a quorum is present. A quorum is one quarter of the 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.
- 10.4 A Member is entitled to appoint another person as their proxy, in accordance with the Act, to exercise all or any of their rights to attend and to speak and vote at a meeting of the Association.
- 10.5 The chair of Trustees ("**Chair**") shall chair General Meetings of the Association or, if they are absent, the vice-chair of Trustees shall act as chair. If neither the chair nor the vice-chair of Trustees is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.
- 10.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a written ballot is demanded.
- 10.7 On a show of hands or a written ballot, every Member (being a full Member admitted to membership of the Association in accordance with Section 8.1 of the Constitution) shall have one vote.
- 10.8 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.
- 10.9 Matters put to the vote shall be carried by a simple majority of votes cast.
- 10.10 Unless a written ballot 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.

- 10.11 Associate Members shall not have any voting rights at a General Meeting.
- 10.12 Associate Members and other relevant UK organisations supporting Christian Science nursing may, by invitation of the Trustees, attend General Meetings as observers. Any such observers shall not have any voting rights at a General Meeting.
- 10.13 The annual subscription payable by each Member shall be agreed at the Annual General Meeting (AGM).

## 11 WRITTEN RESOLUTIONS

- 11.1 Subject to Section 11.4, a written resolution of the Members passed in accordance with this Section 11. shall have effect as if passed by the Members in a General Meeting. A written resolution is passed:
  - 11.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
  - 11.1.2 as a special resolution if it is passed by Members representing not less than seventy five percent (75%) of the eligible Members (**“Special Resolution”**). A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 11.2 Where a resolution is proposed as a written resolution of the Association, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 11.3 Any resolution of the Members for which the Constitution 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.
- 11.4 A Members' resolution under the Constitution removing a Trustee or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 11.5 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.
- 11.6 A Member signifies their agreement to a proposed written resolution when the Association 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:

11.6.1 if the document is sent to the Association in hard copy form, it is authenticated if it bears the signature of the person sending it;

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

11.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

11.8 A proposed written resolution shall lapse if it is not passed within twentyeight (28) days beginning with the Circulation Date.

## **12 TRUSTEES**

12.1 The number of Trustees shall be subject to a maximum of seven (7) but shall not be less than five (5).

12.2 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

## **13 POWERS OF TRUSTEES**

13.1 Subject to the Constitution and any Special Resolution, the Trustees shall be responsible for the management of the Association's business and may exercise all the powers of the Association for that purpose.

13.2 No alteration of the Constitution or any Special Resolution shall invalidate any prior act of the Trustees.

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

## **14 APPOINTMENT OF TRUSTEES**

14.1 Any person who is willing to act as a Trustee may be appointed to be a Trustee by ordinary resolution of the Members at a General Meeting of the Association.

- 14.2 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.
- 14.3 The Trustees shall be responsible for the day-to-day running of the Association.

## 15 RETIREMENT OF TRUSTEES

- 15.1 If a Trustee is required by the Constitution to retire at a General Meeting of the Members, the retirement shall take effect on the conclusion of the meeting.
- 15.2 No Trustee shall serve for more than nine (9) consecutive years, unless the Members consider it would be in the best interests of the Association for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Constitution.
- 15.3 The usual term of office for a Trustee shall be three (3) years, at the end of which they shall retire. Subject to Section 15.2, a Trustee shall be eligible for reappointment by the Trustees for up to a further two (2) terms, each of three (3) years.

## 16 DISQUALIFICATION AND REMOVAL OF TRUSTEES

A Trustee shall cease to hold office if they:

- 16.1 are removed by ordinary resolution of the Association;
- 16.2 are prohibited by law from being a Trustee;
- 16.3 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 16.4 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three (3) months;
- 16.5 resign by written notice to the Association, provided that at least five (5) Trustees will remain in office once the resignation takes effect; or
- 16.6 are removed from office by a resolution of the Trustees that it is in the best interests of the Association that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:

16.6.1 the Trustee has been given at least fourteen (14) Clear Days'

notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and

16.6.2 the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee.

## 17 PROCEEDINGS OF TRUSTEES

17.1 Subject to the provisions of the Constitution, the Trustees may regulate their proceedings as they think fit.

17.2 The Trustees shall meet at least four (4) times a year.

17.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:

17.3.1 the appointment of any such Trustee or person acting as a Trustee was defective; or

17.3.2 any or all of them were disqualified; or

17.3.3 any or all of them were not entitled to vote on the matter.

## 18 CALLING A TRUSTEES' MEETING

18.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the Association secretary (if any) to give such notice.

18.2 Notice of a meeting of the Trustees must be given to each Trustee but need not be in writing. The notice must specify:

18.2.1 the time, date and place of the meeting;

18.2.2 the general particulars of the business to be considered at the meeting; and

18.2.3 if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should

communicate with each other during the meeting.

## **19 PARTICIPATION IN TRUSTEES' MEETINGS**

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

## **20 QUORUM FOR TRUSTEES' MEETINGS**

- 20.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, provided it shall not be less than three (3) and, unless otherwise fixed, it is three.
- 20.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 20.3 If the total number of Trustees present for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees.

## **21 CHAIRING TRUSTEES' MEETINGS**

- 21.1 The Trustees shall appoint one of their number as the Chair of Trustees. On the same basis, the Trustees may also appoint one of their number as vice-chair of Trustees. The Chairman and Deputy Chairman may hold the office for a maximum of three (3) years continuous service.
- 21.2 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

## **22 DECISION-MAKING BY TRUSTEES**

- 22.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Section 23.
- 22.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a

second or casting vote (unless, in accordance with the Constitution, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

## 23 UNANIMOUS DECISIONS BY TRUSTEES

- 23.1 A decision of the Trustees is taken in accordance with this Section when all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 23.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- 23.3 References in this Section to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.
- 23.4 A decision may not be taken in accordance with this Section if the eligible Trustees would not have formed a quorum at such a meeting.

## 24 DELEGATION BY TRUSTEES

- 24.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Trustees.
- 24.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Association to any person or committee.
- 24.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
  - 24.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
  - 24.3.2 no expenditure or liability may be incurred on behalf of the Association except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 24.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 24.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that,

committees shall follow procedures which are based as far as they are applicable on those provisions of the Constitution which govern the taking of decisions by Trustees.

- 24.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 24.7 The Trustees may revoke or alter a delegation.
- 24.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

## 25 **CONFLICTS OF INTERESTS**

- 25.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Association or in any transaction or arrangement entered into by the Association which has not previously been declared.
- 25.2 A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Association and any personal interest (including but not limited to any personal financial interest).
- 25.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Constitution, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
  - 25.3.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 25.3.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
  - 25.3.3 the unconflicted Trustees consider it is in the interests of the Association to authorise the conflict of interests in the circumstances applying.

In this Section 25.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

26     **SECRETARY AND TREASURER**

26.1     The Trustees may appoint any persons who are willing to act as the secretary and treasurer for such terms and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such persons and to appoint replacements.

26.2     A secretary or treasurer who is also a Trustee may not be remunerated, otherwise than as permitted by the Constitution.

27     **CHANGE OF ASSOCIATION NAME**

The Association's name may be changed by:

27.1     decision of the Trustees; or

27.2     a Special Resolution of the Members.

28     **MINUTES**

28.1     The Trustees shall cause the Association to keep the following records in writing and in permanent form:

28.1.1   minutes of proceedings at General Meetings;

28.1.2   minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting, the decisions made at such meetings and where appropriate the reasons for the decisions;

28.1.3   copies of resolutions of the Association and of the Trustees, including those passed otherwise than at General Meetings or at meetings of the Trustees;

28.1.4   particulars of appointments of officers made by the Trustees; and

28.1.5   copies of e-mail correspondence in which the Trustees discuss and agree upon any decisions which shall later be ratified in the minutes of meetings of the Trustees or of committees of the Trustees.

28.2     Where any decision of the Trustees is agreed upon remotely by way of e-mail, the originating request for the Trustees' approval to any such decision shall be circulated by e-mail to all Trustees and shall clearly specify the deadline by which the Trustees must give their responses and to whom their responses should be addressed to. Any decision made by the Trustees

pursuant to this Section 28.6 shall be recorded and ratified in the minutes of the next meeting of the Trustees following the decision being approved by e-mail.

## 29 **RECORDS AND ACCOUNTS**

- 29.1 The Trustees shall maintain a Members' register and keep in good order the financial records and accounts of the Association.
- 29.2 Accounting records and the annual reports relating to the Association must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 29.3 A copy of the Association's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Association's reasonable costs of fulfilling the request, within two (2) months of such request.

## 30 **IRREGULARITIES**

The proceedings of any meeting or the taking of any written ballot or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

## 31 **INDEMNITY**

- 31.1 Subject to Section 31.2, but without prejudice to any indemnity to which they may otherwise be entitled:
  - 31.1.1 every Trustee or former Trustee of the Association shall be indemnified out of the assets of the Association in relation to any liability they incur in that capacity; and
  - 31.1.2 every other officer or former officer of the Association may be indemnified out of the assets of the Association in relation to any liability they incur in that capacity.
- 31.2 This Section does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of law and any such indemnity is limited accordingly.