**Association of Law Teachers**

**Constitution**

**Clause 1. Name**

The name of the Charitable Incorporated Organisation is “The Association of Law Teachers” [the Association].

**Clause 2. National location of principal office:**

The principal office of the Association is in England. The address shall be Royal Holloway, University of London, Egham, Surrey, TW20 0EX, or such other place as the charity trustees shall from time to time determine.

**Clause 3. Objects**

The objects of the Association are to advance, for the public benefit, the development, study, understanding, use and reform of the educational aspects of law and its teaching.

**Clause 4. Powers**

The Association has power to do all things considered by the Association or its trustees necessary, conducive or incidental to the pursuit or attainment of the foregoing objects. In particular, the powers include power to:

(a) facilitate interchange of information and ideas amongst the members;

(b) hold meetings including lectures and talks on legal and cognate subjects;

(c) establish and maintain a library or libraries;

(d) publish, purchase, sell, distribute or disseminate any document or documents furthering these objects;

(e) provide awards and prizes and to make grants for research purposes in furtherance of these objects;

(f) establish and maintain relations with any other body or bodies or organisations associated with law or teaching in the United Kingdom or overseas;

(g) provide reasonable facilities for any public or private body to confer with or ascertain the views of the Association and to send representatives to and communicate with all or any of such bodies;

(h) encourage consideration and discussion of any research into problems relating to the teaching of legal or quasi-legal subjects;

(i) represent the views of the members generally;

(j) put forward or comment on proposals for law or educational reforms and to represent the views of the members in connection therewith;

(k) cooperate with organisations having similar or sympathetic aims and generally to do all such acts as should further the active and harmonious life of the Association and its members;

(l) borrow money and to mortgage or charge the property of the Association or any part thereof and to issue securities whether outright or as security for any debt, liability for obligation of the Association or any third party;

(m) to employ and remunerate such staff as are necessary for carrying out its work. The Association may employ or remunerate a trustee only to the extent that it is permitted to do so by clause 6, (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses**.**

**Clause 5. Application of income and property:**

(1) The income and property of the Association must be applied solely towards the promotion of its objects.

(a) a trustee is entitled to be reimbursed from the Association’s property or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Association;

(b) a trustee may benefit from trustee indemnity insurance cover purchased at the Association’s expense, in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

(2) None 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 does not prevent a member who is not a trustee receiving:

(a) a benefit as a beneficiary of the Association; or

(b) reasonable and proper remuneration for any goods or services supplied to the Association.

(3) Nothing in this clause shall prevent a trustee or connected person receiving any benefit or payment which is authorised by clause 6.

**Clause 6. Benefits and payments to charity trustees and connected persons:**

**(1) General provisions:**

No trustee or connected person may:

(a) buy or receive goods or services from the Association on terms preferential to those applicable to members of the public or members of the Association;

(b) sell goods, services or any interest in land to the Association;

(c) be employed by, or receive any remuneration from, the Association;

(d) receive any other financial benefit from the Association,

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the Charity Commission. In this clause “ financial benefit” means a benefit, direct or indirect , which is either money or has a monetary value.

**(2) Scope and powers permitting trustees’ or connected persons’ benefits**

(a) a trustee or connected person may receive a benefit from the Association as a beneficiary or member of the Association provided that it is available generally to beneficiaries or members of the Association.

(b) a trustee or connected person may 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 where that is permitted in accordance with, (and subject to the conditions in sections 185 to 188 of the Charities Act 2011).

(c) subject to sub-clause 3 of this clause a trustee or connected person may provide the Association with goods that are not supplied in connection with services provided to the Association by the trustee or connected person.

(d) a trustee or connected person may receive interest on money lent 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)**.**

(e) a trustee or connected person may take part in the normal trading and fund-raising activities of the Association on the same terms as members of the public.

**(3) Payments for supply of goods only - controls**

The Association and its trustees may only rely upon the authority provided by sub-clause (2)(c) if each of the following conditions is satisfied:

(a) the amount, or maximum amount of the payment for the goods is set out in a written agreement between the Association and the trustee or connected person supplying the goods ( “the supplier”);

(b) the amount, or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;

(c) the other trustees are satisfied that it is in the best interests of the Association to contract with the supplier rather than with someone who is not a trustee or a connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so;

(d) the supplier is absent from any part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her with regard to the supply of goods to the Association;

(e) the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting;

(f) the reason for that decision is recorded by the trustees in the minute book;

(g) a majority of trustees then in office are not in receipt of remuneration or payments authorised by clause 6 In sub-clauses (2) and (3) of this clause.

(4) In sub-clauses (2) and (3) of this clause,

(a) “the Association” includes any company in which the Association:

(i) holds more than 50% of the shares; or

(ii) controls more than 50 % of the voting rights attached to the shares; or

(iii) has the right to appoint one or more directors to the Board of the company;

(b) “connected person” includes any person within the definition set out in clause 30.

**Clause 7. Conflicts of interest and conflicts of loyalty**

A trustee must:

(1) declare the nature and extent of any interest, direct or indirect, which he or she has 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; and

(2) absent himself or herself from any discussions of the trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Association and any personal interests (including but not limited to any financial interest).

Any trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the trustees on the matter.

**Clause 8. The rights and liabilities of members of the Association if it is wound up**

If the Association is wound up, its members have no claim over its assets and have no personal liability for the settling of its debts and liabilities.

**Clause 9. Membership of the Association**

**(1) Admission of new members**

**(a) Eligibility**

Membership of the Association is open to anyone who:

i. holds or held at the time of their registration an appointment in legal education, OR

ii. is in possession of an academic or professional legal qualification or is otherwise suitably qualified in those aspects of law which he is teaching, OR

iii. has duties or interests which are relevant to legal education,

and who, by applying for membership, has indicated his or her agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause**.**

A member may be an individual, a corporate body or an organisation which is not incorporated.

**(b) Admissions procedure**

The trustees:

(i) may require applications for membership to be made in any reasonable way that they decide;

(ii) may refuse an application for membership if they believe it is in the best interests of the Association to do so;

(iii) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days from the decision being taken, and give the applicant the opportunity to appeal against the refusal; and

(iv) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

**(c) Honorary membership**

The Trustees may elect any person as an Honorary Member of the Association for such period and subject to such conditions as they think fit.

**(2) Transfer of membership**

Membership of the Association cannot be transferred to anyone else.

**(3) Duty of members**

It is the duty of each member of the Association to exercise his or her powers as a member of the Association in the way he or she decides in good faith would be most likely to further the objects of the Association.

**(4) Termination of membership**

(a) Membership of the Association comes to an end if:

(i) the member dies, or, in the case of an organization, ceases to exist; or

(ii) the member sends a notice of resignation to the trustees; or

(iii) any sum of money owed by the member to the Association is not paid in full within 6 months of its falling due; or

(iv) the trustees decide that it is in the best interests of the Association that the member in question should be removed from membership, and pass a resolution to that effect.

(b) Before the trustees take any decision to remove someone from membership of the Association they must:

(i) inform the member of the reasons why it is proposed to remove him, her or it from membership;

(ii) give the member at least 21 clear days’ notice in which to make representations to the trustees as to why he, she, or it should not be removed from membership;.

(iii) at a duly constituted meeting of the trustees consider whether or not the member should be removed from membership;

(iv) consider at that meeting any representations which the member makes as to why the member should not be removed; and

(v) allow the member or the member’s representative to make those representations in person at that meeting, if the member so chooses.

**(5) Membership fees.**

The Association may require members to pay reasonable membership fees to the Association.

The Trustees may for special reasons wholly or partly remit or waive the payment of any subscription in any case and subject to such conditions as they think fit.

**Clause 10. Members’ decisions**

**(1) General provisions**

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of the Association may be taken either by vote at a general meeting as provided in sub-clause (2) of this clause or by written resolution as provided in sub-clause (3) of this clause**.**

**(2) Taking ordinary decisions by vote**

Subject to sub-clause (4) of this clause, any decision of the members of the Association may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting.

**(3) Taking ordinary decisions by written resolution without a general meeting**

a) Subject to sub-clause (4) of this clause, a resolution in writing, agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting, shall be effective, provided that:

(i) a copy of the proposed resolution has been sent to all the members eligible to vote; and

(ii) a simple majority of members voting has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member’s agreement must be authenticated by their signature, or by a statement of their identity accompanying the document (or in the case of an organization which is a member, by execution according to its usual procedure), or in such other manner as the Association has specified.

(b ) The resolution in writing may comprise several copies to which one or more members has signified their agreement.

(c) Eligibility to vote on the resolution is limited to members who are members of the Association on the date when the proposal is first circulated in accordance with paragraph (a) above.

(d) Not less than 10% of the members of the Association may request the trustees to make a proposal for decision by the members.

(e) The trustees must within 21 days of receiving such a request comply with it if;

(i) the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;

(ii) the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and

(iii) effect can lawfully be given to the proposal if it is so agreed.

(f) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

**(4) Decisions that must be taken in a particular way**

(a) Any decision to remove a trustee must be taken in accordance with clause 15(2);

(b) Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution);

(c) any decision to wind up or dissolve the Association must be taken in accordance with clause 29 of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the Association to one or more other Charitable Incorporated Organisations must be taken in accordance with the provisions of the Charities Act 2011.

**Clause 11. General meetings of members**

**(1) Types of general meetings**

There must be an Annual General Meeting, (AGM) of the members of the Association. The first AGM must be held within **18** months of the Association being registered as a Charitable Incorporated Organisation, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts and the trustees annual report, and must elect trustees as required under clause 13.

Other general meetings of the members of the Association may be held at any time. All general meetings must be held in accordance with the following provisions:

**(2) Calling general meetings**

(a) The trustees:

(i) must call the AGM of the members of the Association in accordance with sub- clause (1) of this clause, and identify it as such in the notice of the meeting; and

(ii) may call any other general meeting of the members at any time.

b) The trustees must, within 21 days, call a general meeting of the members of the Association if:

(i) they receive a request to do so from at least 25 members of the Association; and

(ii) the request states the general nature of the business to be dealt with at the meeting and is authenticated by the member(s) making the request.

(c), If at the time of any such request, there has not been any general meeting of the Association for more than 12 months **then** sub-clause (b) (i) shall have effect as if 20 were substituted for 25.

(d) Any such request may include particulars of a resolution that may properly be proposed, and is intended **to be** proposed, at the meeting.

(e) A resolution may only be proposed if it is lawful, and is not defamatory, frivolous or vexatious

(f) Any general meeting called by the trustees at the request of the members of the Association must be held within 28 days from the date on which it is called.

(g) If the trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.

(h) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.

(i) The Association must re-imburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the trustees to call the meeting, but the Association shall be entitled to be indemnified by the trustees who were responsible for such failure.

**(3) Notice of general meeting**

(a) The trustees or, as the case may be, the relevant members of the Association, must give at least 14 clear days’ notice of any general meeting to all of the members.

(b) If it is agreed by not less than 90% of all members of the Association, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3)(a) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.

(c) The notice of any general meeting must:

(i) state the time and date of the meeting;

(ii) give the address at which the meeting is to take place or, if it is to be held virtually, provide a link in order for members to participate;

(iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting;

(iv) if a proposal to alter the constitution of the Association is to be considered at the meeting, include the text of the proposed alteration;

(v) where the meeting is the AGM, include with the notice of the AGM, the annual statement of accounts and trustees’ annual report, details of persons standing for election or re-election as trustee, or where allowed under clause 22 (use of electronic communication) *,* details of where the information may be found on the Association’s web-site.

(d) proof that an envelope containing a notice was properly addressed, prepaid and posted, or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to have been given 48 hours after it was posted or sent.

(e) the proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Association**.**

**(4) Chairing of general meetings**

The person elected as Chair by the members shall, if present at the general meeting and willing to act, preside as Chair of the meeting. If the Chair is unable or unwilling to attend the Vice-Chair or such other member as may be appointed by the trustees shall preside. If the Chair, Vice-Chair or the member so appointed is not present within fifteen minutes after the time appointed for the meeting to begin, the members present may elect, by a show of hands, one of their number to take the Chair at that meeting and any adjournments thereof.

**(5) Quorum at general meetings**

**(**a) No business may be transacted at any general meeting of the members of the Association unless a quorum is present when the meeting starts. A quorum may include members physically present and members present through online technology

(b) Subject to the following provisions, the quorum for general members meetings shall be 20 members. An organization represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.

(c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

(d) if the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the Chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the Chair or be notified to the members of the Association at least 7 clear days before the date on which it will resume.

(e) If a quorum is not present within 15 minutes of the start of the time of the adjourned meeting, the member or members present at the meeting constitute a quorum.

(f) If at any time during the meeting a quorum ceases to be present , the meeting may discuss issues and make recommendations to the trustees but may not make any decisions . If decisions are required which must be made by a meeting of the members, the meeting must be adjourned**.**

**(6) Voting at general meetings**

(a) Any decisions other than one falling within clause 10(4) (decisions that must be taken in a particular way), shall be taken by a simple majority of the votes cast at the meeting .

(b) 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 a show of hands) a poll is duly demanded. A poll may be demanded by the Chair or by at least 10% of the members present.

(c) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken and the result of the poll shall be announced , in such manner as the Chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand of the poll.

(d) A poll may be taken**:**

 (i) at the meeting at which it was demanded, or

(ii) at some other time and place specified by the Chair, or

(iii) through the use of postal or electronic communications.

(e) In the event of an equality of votes whether on a show of hands or on a poll, the Chair of the meeting shall have a casting vote.

(f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast or before the conclusion of any period of postal or electronic voting, and the decision of the Chair shall be final.

**(7) Representation of organisations or corporate members**

An organisation or a corporate body that is a member of the Association may, in accordance with its usual decision-making process, authorize a person to act as its representative at any general meeting of the Association.

The representative is entitled to exercise the same powers on behalf of the organization or corporate body as the organisation or corporate body could exercise as an individual member of the Association.

**(8) Adjournment of meetings**

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 to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

**Clause 12. Trustees**

**(1) Functions and duties of trustees**

The trustees shall manage the affairs of the Association and may for this purpose exercise all the powers of the Association. It is the duty of every trustee:

(a) to exercise his or her powers and to perform his or her functions as a trustee of the Association in the way he or she decides in good faith would be most likely to further the objects of the Association.

(b) to exercise, in the performance of these functions such care and skill as is reasonable in the circumstances having regard in particular to:

(i) any special knowledge or experience that he or she has or holds himself or herself out as having; and

(ii) if he or she acts as a trustee of the Association in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

**(2) Eligibility for trusteeship**

(a) Every trustee must be a natural person.

(b) Every trustee must be a member of the Association.

(c) No-one may be appointed as a trustee, if he or she is under 18 years of age, or if he or she would automatically cease to hold office under the provisions of clause 15.

(d) No-one is entitled to act as a trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the trustees decide, his or her acceptance of the office of trustee.

**(3) Number of trustees**

(a) There must be at least 4 trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the trustees or appoint a new trustee.

(b) The maximum number of trustees is twenty four.

**(4) First charity trustees**

The first trustees of the Association are:

Prof Luke Mason, Chair

Dr Emma Jones, Vice-Chair

Dr Aislinn O’Connell, Secretary

Dr David Yuratich, Treasurer

Katherine Langley, Membership Secretary

Dr Jess Guth, Recruitment Secretary

Prof Chris Ashford, Editor of The Law Teacher

Prof Nigel Duncan

Dr Rosie Fox

Dr Thom Giddens

Dr Andrew Gilbert

Prof Elaine Hall

Robert Hiscocks

John Hodgson

Prof Odette Hutchinson

Michael Jefferson

Mark O’Brien

Prof Caroline Strevens
Joan Upson

**Clause 13 Appointment of trustees:**

1. **Elected charity trustees**
2. At every annual general meeting of the members of the Association, one third of the trustees shall retire from office. If the number of trustees is not 3 or a multiple of 3 then the number nearest to one third shall retire from office, but if there is only one trustee he or she shall retire.
3. The trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
4. The vacancies so arising may be filled by the decision of the members at the AGM exercised through an election. No member shall be elected a trustee unless not less than twenty-four hours before the Annual General Meeting there shall have been delivered to the Secretary a nomination in writing signed by two members qualified to attend and vote thereat and also a consent in writing signed by the nominee. Any vacancies not filled at the AGM may be filled as provided in sub-clause (d) of this clause.
5. The members of the Association may at any time decide to elect a new trustee, whether in the place of a trustee who has retired or been removed in accordance with clause 15 (retirement and removal of trustees), or as an additional trustee.
6. A person so appointed by the members of the Association shall retire in accordance with the provisions of sub-clauses (a) and (b) of this clause.
7. **Ex officio charity trustees**

The Editor of the Law Teacher for the time being (“the office holder”) shall automatically, by virtue of holding that office (“ex officio”), be a charity trustee. If unwilling to act as a charity trustee, the office holder may:

(a) before accepting appointment as a charity trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity; or

(b) after accepting appointment as a charity trustee, resign under the provisions contained in clause 15 (Retirement and removal of charity trustees).

The office of ex officio charity trustee will then remain vacant until the office holder ceases to hold office.

1. **Co-opted charity trustees**

The trustees may, from time to time, appoint a maximum of seven co-opted trustees provided the provisions of Clause 12(3) are observed. Such co-opted trustees shall retire at the next Annual General Meeting but shall be eligible to be co-opted again, or to stand for election as a trustee.

**Clause 14. Information for new trustees**

The trustees will make available to each new trustee, on or before his or her first appointment:

(a) a copy of this constitution and any amendments to it; and

(b) a copy of the Association’s latest trustees’ annual report and statement of accounts.

**Clause 15. Retirement and removal of trustees**

(1) A trustee ceases to hold office if he or she:

(a) retires by notifying the trustees of the Association in writing (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

(b) is absent without the permission of the trustees from all their meetings held within a period of 6 months and the trustees resolve that his or her office be vacated;

(c) dies;

(d) in the written opinion, given to the Association, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than 3 months;

(e) is removed by the members of the Association in accordance with sub-clause (2) of this clause;

(f) is disqualified from acting as a trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

(2) A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting.

(3) A resolution to remove a trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days’ notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the Association.

**Clause 16. Re-election of trustees**

Any person who retires as a trustee by rotation or by giving notice to the Association is eligible for re-election.

**Clause 17. Taking of decisions by trustees,**

Any decision may be taken either at a meeting of the trustees or by resolution in writing or electronic form agreed by all of the trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more trustees has signified their agreement.

**Clause 18. Delegation by trustees**

(1) The trustees may delegate any of their powers or functions to a committee or committees, and if they do they must determine the terms and conditions on which the delegation is made. The trustees may at any time alter those terms and conditions , or revoke the delegation.

(2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the trustees, but is subject to the following requirements:

(a) a committee may consist of 2 or more persons, but at least one member of each committee must be a trustee;

(b) the acts and proceedings of any committee must be brought to the attention of the trustees as a whole as soon as is reasonably practicable;

(c) the trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

**Clause 19. Meetings of Trustees**

(1) Calling meetings

The trustees shall meet as may be necessary. Four trustees may by signed written notice to the Secretary direct them to call a meeting within fourteen days and if the Secretary fails to do so may themselves call such a meeting by giving not less than seven days’ notice in writing to the trustees.

(2) Chairing of meetings

The Chair shall be the trustee elected from time to time as Chair of the Association by the General Meeting. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the trustees present may appoint one of their number to chair that meeting.

(3) Procedure at meetings

(a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is four trustees, or the number nearest to one third of the total number of trustees, whichever is greater, or such larger number as the trustees may decide from time to time. A trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

(b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.

(c) In the case of an equality of votes, the chair shall have a second or casting vote.

(4) Participation in meetings by electronic means

(a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.

(b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

(c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

(6) The Chair and Vice Chair shall be elected for a term of two years. The other Officers of the Association shall be elected for a term of three years which may be renewable. Other trustees shall be elected for a term of three years which is renewable.

(8) The trustees may regulate their own proceedings as they may think fit.

(10) The trustees shall have the sole control and management of the income and property of the Association and also the entire management and superintendence of all other affairs and concerns thereof, and the exclusive right of appointing and prescribing respective duties, salaries and remuneration of and of removing such paid servants of the Association as may be deemed necessary or useful for its purpose. The trustees shall have power to enter into arrangements for insurance and the provision of pensions or annuities for such servants of the association as they may think fit.

(11) At least seven days’ written notice of a meeting of the trustees shall be given to each trustee whenever it is necessary.

(12) The trustees may remove an Officer or other trustee from office or membership of the trustees by a Resolution passed by a majority of not less than three quarters of all trustees provided that such Officer or trustee shall be given fourteen days’ notice of this Resolution accompanied by a statement of the grounds thereof and shall be entitled to make written representations to the trustees.

**(13) Sub-committees and working parties**

(a) The trustees may appoint sub-committees to consider and report on any matters and members, except one, of such sub-committees need not necessarily be trustees.

(b) The trustees or a sub-committee may appoint working parties to consider and report on any matter within the terms of reference assigned to them and such working parties need not contain a member of the trustees unless the trustees have so directed.

(c) Unless otherwise decided by the trustees, sub-committees and working parties shall elect their own Chair and have power to co-opt up to five members of the Association.

(d) The trustees may alter the membership of a sub-committee or working party at any time.

(e) No sub-committee or working party shall have power to act on behalf of the Association unless expressly authorised to do so by the trustees, nor may any sub-committee or working party spend any money or enter into any obligation unless expressly authorised by the trustees.

**Clause 20. Saving provisions**

(1) Subject to sub-clause (2) of this clause, all decisions of the trustees or of a committee of trustees shall be valid notwithstanding the participation in any vote of a trustee:

(a) who was disqualified from holding office;

(b) who had previously retired or who had been obliged by the constitution to vacate office;

(c) who was not entitled to vote on the matter, whether by reason of conflict of interest or otherwise, if without the vote of that trustee and that trustee being counted in the quorum, the decision has been made by a majority of the trustees at a quorate meeting.

(2) Sub-clause (1) of this clause does not permit a trustee to keep any benefit that may be conferred upon him or her by a resolution of the trustees or of a committee of trustees if, but for clause (1), the resolution would have been void or if the trustee had not complied with clause 7 ( conflicts of interest).

**Clause 21. Execution of documents**

(1) The Association shall execute documents by signature.

(2) A document is validly executed by signature if it is signed by at least 2 of the trustees.

**Clause 22. Use of electronic communications**

**(1) General**

The Association will comply with the requirements of the Communication Provisions in the General Regulations and in particular:

(a) the requirement to provide within 21 days to any member on request, a hard copy of any document or information sent to the member otherwise than in hard copy form;

(b) any requirement to provide information to the Charity Commission in a particular form or manner.

**(2) To the Association**

Any member or trustee of the Association may communicate electronically with the Association to an address specified by the Association for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Association**.**

**(3) By the Association**

(a) Any member or trustee , by providing the Association with his or her e-mail address or similar, is taken to have agreed to receive communications from the Association in electronic form at that address, unless the member or trustee has indicated to the Association his or her unwillingness to receive such communications in that form.

(b) The trustees may, subject to compliance with any legal requirements, by means of publication on its website,

(i) provide the members with the notice referred to in clause 11(3) (notice of general meetings);

(ii) give trustees notice of their meetings in accordance with clause 19 (1) (calling meetings,) and

(iii) submit any proposal to the members or trustees for decision by written resolution in accordance with the Association’s powers under clause (10 (members’ decisions).

(c) The trustees must:

(i) take reasonable steps to ensure that members and trustees are promptly notified of the publication of any such notice or proposal;

(ii) send any such notice or proposal in hard copy form to any member or trustee who has not consented to receive communications in electronic form.

**Clause 23. Keeping of registers**

The Association must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and trustees.

**Clause 24. Minutes**

The trustees must keep minutes of all:

(1) appointments of officers made by the trustees;

(2) proceedings at general meetings of the Association;

(3) meetings of the trustees and sub-committees including:

(i) the names of the trustees and/or committee members present at the meeting,

(ii) the decisions made at the meetings, and

(iii) where appropriate the reasons for the decisions;

(4) decisions made by the trustees otherwise than in meetings.

**Clause 25. Accounting records, accounts, annual reports and returns, register maintenance**

(1) The trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping ofaccounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Association, within 10 months of the financial year end.

(2) The trustees must comply with their obligation to inform the Charity Commission within 28 days of any change in the particulars of the Association entered on the Central Register of Charities.

**Clause 26. Rules**

The trustees may from time to time make such reasonable rules as they deem necessary and expedient for the proper conduct and management of the Association, but such rules must not be inconsistent with any provision of this constitution. Copies of any such rules currently in force must be made available to any member of the Association on request.

**Clause 27. Disputes**

If a dispute arises between members of the Association about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

**Clause 28. Amendment of constitution**

As provided by sections 224-227 of the Charities Act 2011:

(1) this constitution can only be amended :

(a) by resolution agreed in writing by all members of the Association; or

(b) by a resolution passed by a two thirds majority of votes cast at a general meeting of the members of the Association.

(2) any alteration of clause 3 (objects), clause 29 (voluntary winding up or dissolution) , this clause, or of any provision where the alteration would provide authorization for any benefit to be obtained by trustees or members of the Association or persons connected with them, requires the prior written consent of the Charity Commission.

(3) no amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

(4) a copy of any resolution altering the constitution, together with a copy of the Association constitution as amended, must be sent to the Charity Commission within 15 days from the date on which the resolution is passed. The amendment does not take place until it has been recorded in the Register of Charities.

**Clause 29. Voluntary winding up or dissolution**

(1) As provided by the Dissolution Regulations, the Association may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the Association can only be made:

(a) at a general meeting of the members of the Association called in accordance with clause 11 (meetings of members) of which not less than 14 days’ notice has been given to those eligible to attend and vote, by a resolutionpassed by a 75% majority of those voting; or

(b) by a resolution agreed in writing by all members of the Association.

(2) Subject to the provisions of all the Association’s debts:

 (a) any resolution for the winding up of the Association, or for its dissolution without winding up, may contain a provision directing how any remaining assets of the Association shall be applied.

(b) if the resolution does not contain such a provision, the trustees must decide how the remaining assets of the Association shall be applied.

(c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Association.

(3) The Association must observe the requirements of the Dissolution Regulations in applying to the Charity Commission for the Association to be removed from the Register of Charities, and in particular:

(a) the trustees must send with their application to the Commission,

(i) a copy of the resolution passed by the members of the Association;

(ii) a declaration by the trustees that any debts and other liabilities of the Association have been settled or otherwise provided for in full; and

(iii) a statement by the trustees setting out the way in which any property of the Association has been or is to be applied prior to its dissolution in accordance with this constitution;

(b) the trustees must ensure that a copy of the application is sent within 7 days to every member and employee of the Association, and to any trustee who was not privy to the application.

(4) If the Association is to be wound up or dissolved in any other circumstance, the provisions of the Dissolution Regulations must be followed.

**Clause 30. Interpretation**

In this constitution “connected person” means :

(a) a child, parent, grandchild, grandparent, brother or sister of the trustee;

(b) the spouse or civil partner of the trustee or of any person falling within sub-clause (a) above;

(c) a person carrying on business in partnership with the trustee or with any person falling within sub-clause (a) or (b) above;

(d) an institution which is controlled:

(i) by the trustee or any connected person falling within sub-clause (a), (b) or(c) above; or

(ii) by 2 or more persons falling within sub-clause (d)(i) when taken together;

(e) a body corporate in which:

(i) the trustee or any connected person falling within sub-clauses (a) to (c) above has a substantial interest, or

(ii) 2 or more persons falling within sub-clause (e)(i) who , when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 applies for the purposes of interpreting the terms used in this constitution.

“General Regulations” means the Charitable Incorporated Organisations ((General) Regulations 2012.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The “Communications Provisions” means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

“trustee” means a trustee of the Association.

A “poll” means a counted vote or ballot, usually (but not necessarily) in writing.

**Approval of Constitution by Trustees,**

Prof Luke Mason,

Dr Emma Jones,

Dr Aislinn O’Connell,

Dr David Yuratich,

Katherine Langley,

Dr Jess Guth,

Prof Chris Ashford,

Prof Nigel Duncan

Dr Rosie Fox

Dr Thom Giddens

Dr Andrew Gilbert

Prof Elaine Hall

Robert Hiscocks

John Hodgson

Prof Odette Hutchinson

Michael Jefferson

Mark O’Brien

Prof Caroline Strevens
Joan Upson