



Association for Family &
Systemic Psychotherapy

MEMORANDUM AND ARTICLES OF ASSOCIATION

(THE AFSP CONSTITUTION)

COMPANIES ACTS 1985 TO 2006 - COMPANY LIMITED BY GUARANTEE

(Adopted by special resolution dated 2nd June 2025)

1. The company's name is The Association for Family and Systemic Psychotherapy
2. Interpretation
 - 2.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Association.
 - 2.2 In the Articles, unless the context indicates another meaning:

'Articles' means the Association's Articles of Association and 'Article' refers to a particular Article;

"Board" shall have the meaning given by clause 5.1 below;

'Chair' means the Chair of the Trustees;

'Association' means the company governed by the Articles;

"Charitable Objectives" means to benefit the public by the promotion by all available means of the scientific study, practice, research and teaching of family therapy and to bring together those of whatsoever professional discipline who are concerned with the care or treatment of families;

'Charities Act' means the Charities Act 2011;

'Charity Trustee' has the meaning prescribed by the Charities Act;

"Charity Commission Register" means the register maintained from time to time by The Charity Commission;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

Confirmed 2nd June 2025

“Code of Ethics” means the code approved by the committees and board of the association;

“Code of Conduct” means the code approved by the committees and board of the association;

‘Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘Companies Act’ means the Companies Acts 2006;

‘Conflicted Trustee/Director’ means a Trustee or Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee/Director or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Association, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Association;

‘Connected Person’ means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of any person falling within paragraph (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within paragraph (a) or (b) above;
- (d) an institution which is controlled-
 - (i) by the Trustee or any connected person falling within paragraph (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-paragraph (d)(i), when taken together;
- (e) a body corporate in which-
 - (i) the Trustee or any connected person falling within paragraphs (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-paragraph (e)(i) who, when taken together, have a substantial interest;

‘Constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

‘Custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘digital means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘financial year’ means the Association’s financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company Membership of the Association;

'Memorandum' means the Association's Memorandum of Association;

'month' means calendar month;

"Operational Activities" means the day to day running of the Association and those core actions, projects and other activities that are performed to deliver the services of the Association to its members

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;¹

'objects' means the Objects of the Association as defined in clause 3 of the Memorandum;

'resolution' means, in the case of a resolution of the Association's members, a resolution passed either at a general meeting or by way of written resolution, and, in the case of a resolution of the Trustees, a resolution passed either at a meeting of the Trustees or by way of written resolution;

'secretary' means a company secretary;

'special resolution' means a resolution of which at least 21 days-notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;²

"Strategic Activities" means actions, projects and other activities that are designed to achieve specific outcomes and objectives as set from time to time by the Association;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

¹Save where changes are made to the Articles or the Association's name, all members' resolutions are ordinary resolutions.

²A special resolution of members is required in order to change the Articles or the Association 's name.

'Trustee' means any member appointed as such under clause 6 below;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to a resolution of either the Members or the Trustees which is in writing;

'year' means calendar year.

2.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

2.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

3. Objects

3.1 The Objects of the Association are described in clause 3 of the Memorandum.

3.2 The Objects of the Association may be amended by special resolution but only with the prior written consent of the Commission.

4. Powers

4.1 The Association has the following powers, which may be exercised only in promoting the Objects:

4.1.1 to arrange, organise or assist in the provision of courses, conferences, debates and other meetings and gatherings;

4.1.2 to provide advice or information and to publish, procure or assist in the publication and circulation of books, magazines, periodicals, pamphlets, videos and other materials;

4.1.3 to carry out research;

4.1.4 to co-operate with other bodies;

4.1.5 to support, administer or set up other charities;

4.1.6 to accept gifts and to raise funds (but not by means of taxable trading);

4.1.7 to borrow money;

4.1.8 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

4.1.9 to acquire or hire property of any kind;

4.1.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

4.1.11 to set aside funds for special purposes or as reserves against future expenditure;

4.1.12 to:

- (i) deposit or invest funds;
- (ii) employ a professional fund-manager; and
- (iii) arrange for the investments or other property of the to be held in the name of a nominee

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

4.1.13 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;

4.1.14 to insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association when required;

4.1.15 subject to Article 8.2, to employ paid or unpaid agents, staff or advisers;

4.1.16 to enter into contracts to provide services to or on behalf of other bodies;

4.1.17 to establish or acquire subsidiary companies;

4.1.18 to do anything else within the law which promotes or helps to promote the Objects.

5. The Board

5.1 The day to day running of the Association shall be conducted by a Board of Directors as appointed from time to time by the Trustees (“**the Board**”)

5.2 At any one time the Board shall comprise:

5.2.1 at least 1 but not more than 4 Directors who are not also Trustees; and

5.2.2 at least 2 Directors but not more than 13 Directors who are Trustees.

5.3 The Board will have sole responsibility for the Operational Activities of the Association.

5.4 The Board will have ultimate responsibility for the Strategic Activities of the Association as identified from time to time by the Trustees.

5.5 Each member of the board will have one equal vote and all decisions will be made by a majority of the Directors present at that meeting.

5.6 In the event of deadlock the Chair of the meeting will have the casting vote.

- 5.7 Board meetings can be called by any Director giving at least 48 hours' notice to all other Directors and can take place either in person or remotely as is convenient to the Directors.
- 5.8 A quorum of 2 board members must be present for any Board Meeting to go ahead, and must include at least 1 Director who is also a Trustee.
- 5.9 The Chair of the Trustees will also be the Chair of the Board

6 The Trustees

6.1 A Trustee is appointed by either a majority of the Members or via a resolution of the Board in accordance with Article 6.4 below.

6.2 During a Trustees term of office the Trustee shall:

6.2.1 ensure that the Association uphold its charitable aims as defined by the Memorandum of the Association;

6.2.2 have responsibility for maintaining the stated obligations of the Association as submitted annually to the Charity Commission;

6.2.3 uses their best endeavours to attend any meeting of Trustees;

6.2.4 be an existing member of the Association;

6.2.5 sign a written declaration on appointment confirming their commitment and willingness to act as a Trustee;

6.2.6 have completed all relevant checks and training prior to appointment to ensure that they understand the scope of responsibilities of the role;

6.2.7 not be subject at any time during their term of appointment as a Trustee to:

(i) a Bankruptcy Order;

(ii) disqualification from acting as a Company Director under Company Directors Disqualification Act 1986, or any other relevant legislation;

(iii) disqualification from acting as a Trustee by the Charity Commission;

6.3 The Trustees shall consist of at least two and not more than thirteen individuals over the age of 18, all of whom must support the Charitable Objectives of the Association.

6.4 The Trustees shall consist of the following:

6.4.1 the Chair *ex officio*, elected by Members at a General Meeting to be held no less than 12 months before their appointment, each of whom shall serve for a maximum term of up to three years. The Chair of Trustees will also be the Chair of the Board

- 6.4.2 up to 6 individuals elected by Members at an Annual General Meeting, all of whom shall serve for a maximum term of up to three years;
- 6.4.3 up to 3 individuals appointed by the Board who shall serve as Trustees until the next General Meeting.
- 6.5 Nominations for Trustees by Members must:
- 6.5.1 be sent to the Association by way of notice not less than seven and no more than thirty-five clear days before the date of the Annual General Meeting;
 - 6.5.2 be signed by two Members (one proposer and one seconder) entitled to vote at the Annual General Meeting;
 - 6.5.3 state the Members' intention to propose the election of an individual as a Trustee;
 - 6.5.4 contain the details that, if the person were to be elected, the Association would have to file at Companies House and the Charities Commission;
 - 6.5.5 be signed by the person who is to be proposed to show his or her willingness to be elected; and
 - 6.5.6 include a declaration signed by the nominee that they accept the responsibilities and objectives of the role and commit to the charitable aims of the organisation.
- 6.6 The names of individuals nominated by Members to be elected as Trustees must be given to Members at the Annual General Meeting.
- 6.7 A retiring Trustee who is eligible under Article 3.3 may be re-elected for a further three-year term but is not eligible to be elected as a Trustee after they has served three consecutive terms of three years until one year has elapsed since the date of his or her retirement.
- 6.8 A Trustee's term of office as such automatically terminates if they:
- 6.8.1 fail to meet any of the conditions set out at clause 6.2.4 or 6.2.7 above;
 - 6.8.2 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 6.8.3 is removed by the Members at a general meeting under the Companies Act;
- 6.9 A Trustee's role may also be terminated if, following proper investigation under clause 6.10, they are found to have:
- 6.9.1 failed to contribute to the objectives of the Association;

- 6.9.2 breached the Associations Code of Ethics or Code of Conduct;
- 6.9.3 failed to meet the Associations expectation of impartiality and fairness; or
- 6.9.4 otherwise behaved in a manner which is damaging to the members of the Association and/or has or is likely to bring the Association into disrepute.
- 6.10 If a Trustee's conduct is suspected of falling within Article 6.9 above:
- 6.10.1** The Trustees can vote at a meeting of Trustees to recommend to the Board that the Trustee be subject to an investigation under this clause ("**an Article 6 Investigation**")
- 6.10.2 Following such a recommendation the Board will vote at the next meeting on whether to commence an Article 6 Investigation into that Trustee;
- 6.10.3 If the Board decides to commence an Article 6 Investigation they may also direct that:
- (i) the Trustee subject to the investigation be suspended pending the outcome of that investigation;
- (ii) a committee of Trustees be appointed to undertake that investigation and report its findings to the Board;
- (iii) any other steps be taken to ensure that the investigation is conducted promptly and fairly to all interested parties including the Members and the Trustee subject to the investigation.
- 6.11 The Trustees will be responsible for the appointment of directors from time to time and, in the sole view of the Trustees, as required by the Association to fulfil its legal, charitable and constitutional obligations from time to time as they see fit.
7. Trustees' Meetings
- 7.1 The Trustees must hold at least four meetings each year and may be called by any Trustee providing 14 days written notice.
- 7.1.1 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 7.2 A quorum at a meeting of the Trustees is one-third (or the number nearest to one-third) of the number of Trustees for the time being.
- 7.3 The Trustees may, at their discretion, invite as observers to any meeting of Trustees any individual engaged in supporting a significant activity on behalf of the Association including chairs of the Association's committees, editors of the Association's publications, representatives of the Association on external bodies and paid officers of the Association.

- 7.4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 7.5 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present shall preside at each meeting.
- 7.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose, the resolution may be contained in more than one document.
- 7.7 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 7.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
8. Trustees' powers
- 8.1 The Trustees have the following powers in the administration of the Association in their capacity as Trustees:
- 8.1.1 To appoint (and remove) any person to act as Secretary, Director or member of the Board in accordance with the Companies Act;
- 8.1.2 To delegate any of their functions to committees consisting of two or more individuals appointed by them;
- 8.1.3 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings;
- 8.1.4 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 8.1.5 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Association.
- 8.1.6 To establish procedures to assist the resolution of disputes or differences within the Association.
9. Committees
- 9.1 Committees will be appointed from time to time by the Trustees or the Board as the need arises, who will have sole responsibility for appointments to the committee and setting its terms of reference

- 9.2 Committees should report regularly and promptly to the Trustees or the Board and in accordance with their terms of reference.
10. Benefits and Conflicts
- 10.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the Members.
- 10.2 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Association and receive reasonable payment for goods or services supplied.
- 10.3 Subject to compliance with Article 10.4:
- 10.3.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Association;
- 10.3.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Association; and
- 10.3.3 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 10.4 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Association except:
- 10.4.1 as mentioned in Articles 10.2 or 10.3;
- 10.4.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Association;
- 10.4.3 the benefit of indemnity insurance as permitted by the Charities Act;
- 10.4.4 an indemnity in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings);
- 10.4.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 10.5 Subject to Clause 10.4, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 10.5.1 declare the nature and extent of his or her interest before discussion begins on the matter;

- 10.5.2 withdraw from any Board or Trustee meeting for that item after providing any information requested by the Trustees or Directors;
 - 10.5.3 not be counted in the quorum for that part of the meeting; and
 - 10.5.4 be absent during the vote and have no vote on the matter.
- 10.6 When any Trustee or Director is a Conflicted Trustee/Director, the Trustees/Directors who are not conflicted, if they form a quorum without counting the Conflicted Trustee/Director and are satisfied that it is in the best interests of the Association to do so, may by resolution passed in the absence of the Conflicted Trustee/Director authorise the Conflicted Trustee/Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee/Director, to:
- 10.6.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 10.6.2 disclose to a third-party information confidential to the Association, or
 - 10.6.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee/Director or a Connected Person of any payment or material benefit from the Association or
 - 10.6.4 refrain from taking any step required to remove the conflict.
- 10.7 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.
- 11 Records and Accounts
- 11.1 The Trustees and Directors must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 11.1.1 annual returns;
 - 11.1.2 annual reports; and
 - 11.1.3 annual statements of account.
- 11.2 The Trustees and Directors must also keep records of all:
- 11.2.1 proceedings at meetings of the Trustees and Directors;
 - 11.2.2 resolutions in writing;

- 11.2.3 reports of committees; and
- 11.2.4 professional advice obtained.
- 11.3 Accounting records relating to the Association must be made available for inspection by any Director or Trustee at any time during normal office hours [and may be made available for inspection by Members who are not Trustees or Directors if the Trustees or Directors so decide].
- 11.4 A copy of the Association's constitution and latest available statement of account must be supplied on request to any Director or Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Association's reasonable costs.
- 12. Membership
- 12.1 The Association must maintain a register of Members.
- 12.2 Membership is open to eligible persons interested in furthering the Objects and approved by the Trustees. Every person wishing to become a Member must apply to the Association in the form required by the Trustees.
- 12.3 The following persons shall be eligible for membership:
 - 12.3.1 any person or organisation from an appropriate professional background who is actively interested or professionally involved in family therapy;
 - 12.3.2 any person or organisation who in the opinion of the Trustees is interested in or whose membership would in their opinion be likely to assist in the furtherance of the Objects.
- 12.4 Membership of the Association shall not confer any professional status upon a Member.
- 12.5 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 12.6 Membership is not transferable.
- 12.7 Membership is terminated if:
 - 12.7.1 the Member dies or, if it is an organisation, ceases to exist;
 - 12.7.2 the Member resigns by written notice to the Association unless, after the resignation, there would be fewer than three members;
 - 12.7.3 any sum due from the Member to the Association is not paid in full within the time requested;

- 12.7.4 the Member is removed from membership by a resolution of the Trustees in accordance with Articles 12.8 and 12.9 below following consultation with the Ethics Committee that it is in the best interests of the Association that his or her or its membership is terminated.
- 12.8 Reasons for termination include the following:
- 12.8.1 A failure to comply with the Code of Conduct;
- 12.8.2 A failure to comply with the Code of Conduct of the core profession of the member;
- 12.8.3 Behaviour deemed unbecoming towards any member of staff, Trustee, Director or other member, or where it brings the organisation into disrepute and where that member has failed to respond appropriately or interact with any intervention or directions issued by the Trustees in relation to that member's conduct and behaviour;
or
- 12.8.4 A failure to meet the expectation of confidentiality as determined by the General Data Protection Act 2018
- 12.9 A resolution to remove a member from membership may only be passed if:
- 12.9.1 the member has been given at least seven days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
- 12.9.2 the member or, at the option of the member, the member's representative (who need not be a member of the Association) has been allowed to make representations to the meeting.
13. General Meetings
- 13.1 The annual general meeting and other general meetings are meetings of Members. Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the secretary before the commencement of the meeting).
- 13.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 13.2.1 After the board has approved a submitted resolution(s) it will ask the membership for support for submitted resolutions to go forward for voting at the AGM. Resolutions must be received for consideration by the members no more than four months prior to the AGM. Resolutions require support from the membership before they can be put to

the vote at the AGM. The support threshold for the resolution is 5% of the total membership. Once support is established the resolutions shall be put forward to the AGM for formal consideration and voting.

- 13.3 There is a quorum at a general meeting if the number of Members present in person is at least twenty.
- 13.4 General meetings shall be chaired by the Chair of the Trustees. If there is no such person or they are not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting. If there is only one Trustee present and willing to act, they shall chair the meeting.
- 13.5 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 13.6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 13.7 Every Member present in person or by proxy has one vote on each issue.
- 13.8.1 The board shall, where possible and practicable, facilitate remote voting by the provision of electronic means. This shall be managed and reported on by an independent, third-party organisation.
- 13.8 Notice of a proxy must be received by the Board no less than 7 clear days before the meeting at which the proxy is intended to be exercised
- 13.9 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose, the written resolution may be set out in more than one document.
- 13.10 Members must annually at the Annual General Meeting:
- 13.10.1 receive the accounts of the Association for the previous financial year;
- 13.10.2 receive a written report from the Board on the Association's activities;
- 13.10.3 be informed of the retirement of those Trustees who are to retire;
- 13.10.4 be informed of nominations for Trustees;
- 13.10.5 elect Trustees to fill the vacancies arising;
- 13.10.6 appoint reporting accountants or auditors for the Association;

- 13.11 A general meeting may be called by the Board or the Trustees at any time and must be called within 21 days of a written request from one or more Trustees or at least 5% of the Membership.
- 13.12 A technical defect in the appointment of a Member of which the Trustees are unaware at the time does not invalidate decisions taken at a general meeting.
14. Communications
- 14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- 14.1.1 by hand;
- 14.1.2 by registered post;
- 14.1.3 by suitable digital means including email; or
- 14.1.4 through publication in the Association's newsletter or on the Association's website.
- 14.2 The only address/email address at which a Member is entitled to receive notices sent by post/email is an address in the U.K./registered online shown in the register of Members.
- 14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 14.3.1 24 hours after being sent by email or other digital means, posted on the Association's website or delivered by hand to the relevant address;
- 14.3.2 two clear days after being sent by registered post to that address;
- 14.3.3 ten clear working days after being sent by second class or overseas post to that address;
- 14.3.4 immediately on being handed to the recipient personally; or, if earlier,
- 14.3.5 as soon as the recipient acknowledges actual receipt.
- 14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
15. Dissolution
- 15.1 If the Association is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- 15.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

15.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

15.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

15.2 A final report and statement of account must be sent to the Commission.

15.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

Memorandum of Association

The following paragraphs comprise the Association's Memorandum of Association which are deemed provisions of the Association's Articles pursuant to section 28 of the Companies Act 2006.

1. The Company's name is 'THE ASSOCIATION FOR FAMILY AND SYSTEMIC PSYCHOTHERAPY LTD' (hereinafter the Company is called 'the Association').
2. The Association's registered office is to be situated in England and Wales.
3. The Association's objects are: to benefit the public by the promotion by all available means of the scientific study, practice, research and teaching of family therapy and to bring together those of whatsoever professional discipline who are concerned with the care or treatment of families.
4. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association, and no member of its Council of Management or Governing Body shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association. Provided that nothing herein shall prevent any payment in good faith by the Association:
 - (a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Council of Management or Governing Body) for any services rendered to the Association;
 - (b) of interest on money lent by any member of the Association or of its Council of Management or Governing Body at a reasonable and proper rate per annum not exceeding 2 percent less than the published base lending rate of a clearing bank to be selected by the Committee of Management or Governing Body;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body;

- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management or Governing Body may also be a member holding not more than 1/100th part of the capital of that company; and
 - (e) to any member of its Committee of Management or Governing Body of reasonable out-of-pocket expenses, of payment of such honoraria to Editors of the Association's publications and others as shall be deemed appropriate by the Committee of Management, of fees paid to members of the Committee of Management in respect of teaching or lectures.
5. The liability of the members is limited.
 6. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while they are a member, or within one year after they cease to be a member, for payment of the Association's debts and liabilities contracted before they cease to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
 7. If upon the winding-up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.