

Constitution

of

British Society for Colposcopy and Cervical Pathology



10 Queen Street Place, London EC4R 1BE

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British Society for Colposcopy and Cervical Pathology

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British Society for Colposcopy and Cervical Pathology

Constitution of a Charitable Incorporated Organisation with voting members other than its Trustees

Date of constitution (last amended): 21 February 2020

1. Name

The name of the charitable incorporated organisation (“the Charity”) is:

British Society for Colposcopy and Cervical Pathology

2. National location of principal office

The Charity must have a principal office in England or Wales. The principal office of the Charity is in England.

3. Objects

3.1 The objects of the Charity are for the public benefit to protect and promote the health of the public, in particular (but without limitation) by: promoting research and the dissemination of the useful results; the training and education of professionals in relation to the nature, causes, diagnosis, prevention, treatment and cure of cancers of the cervix and lower genital tract and; by providing information and raising public understanding of such matters.

3.2 Nothing in this constitution shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008.

4. Powers

The Charity has power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular, but without limitation, the Charity has power to:

4.1 provide advice to medical and allied professionals working in the field of colposcopy and genital tract pathology;

4.2 define and update training standards in colposcopy;

4.3 determine and update clinical practice guidelines for colposcopy and promote best standards of practice in colposcopy;

4.3.1 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

4.3.2 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

4.3.3 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

- 4.3.4 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.4 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 4.5 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.6 sell, lease or otherwise dispose of all or any part of the property belonging to the Charity (in exercising this power, the Charity must comply as appropriate with the Charities Act 2011);
- 4.7 employ and remunerate such staff as are necessary for carrying out the work of the Charity (the Charity may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to Trustees and Connected Persons) and provided it complies with the conditions of that clause);
- 4.8 deposit funds and invest funds not immediately required for the Charity's objects in or upon such investments, securities or other property as the Trustees think fit;
- 4.9 employ a professional fund-manager, and arrange for the investments or other property of the Charity to be held in the name of a nominee, in such manner as the Trustees think fit;
- 4.10 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.11 incorporate and acquire subsidiary companies to carry on any trade; and
- 4.12 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment.

5. Application of income and property

- 5.1 The income and property of the Charity must be applied solely towards the promotion of its object.
- 5.2 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 5.2.1 any payments made to any Member in his, her or its capacity as a beneficiary of the Charity;
 - 5.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity (including services performed by the Member under a contract of employment with the Charity), provided that if such Member is a Trustee clause 6 (Benefits and payments to Trustees and Connected Persons) shall apply;
 - 5.2.3 interest at a reasonable and proper rate on money lent by any Member to the Charity;
 - 5.2.4 any reasonable and proper rent for premises let by any Member to the Charity; and

5.2.5 any payments to a Member who is also a Trustee which are permitted under clause 6 (Benefits and payments to Trustees and Connected Persons).

6. Benefits and payments to Trustees and Connected Persons

6.1 No Trustee or Connected Person may:

6.1.1 sell goods, services, or any interest in land to the Charity;

6.1.2 be employed by, or receive any remuneration from, the Charity; and/or

6.1.3 receive any other financial benefit from the Charity,

unless:

(a) the payment or benefit is permitted by clause 6.2 or authorised by the court or the Charity Commission; and

(b) the Trustee concerned (including, in the case of a Connected Person, the Trustee to whom the Connected Person is connected) has complied with clauses 23.1 to 23.3 (Trustee interests and management of conflicts of interest) (inclusive).

6.2 A Trustee or Connected Person may receive the following benefits from the Charity:

6.2.1 A Trustee or Connected Person may receive a benefit from the Charity as a beneficiary of the Charity.

6.2.2 A Trustee or Connected Person may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as a Trustee and services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee).

6.2.3 A Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate.

6.2.4 A Trustee or Connected Person may receive reasonable and proper rent for premises let by the Trustee or Connected Person to the Charity.

6.2.5 A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

6.2.6 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

6.2.7 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

6.3 In clause 6.2 “the Charity” includes any company in which the Charity:

6.3.1 holds more than 50% of the shares; or

6.3.2 controls more than 50% of the voting rights attached to the shares; or

6.3.3 has the right to appoint one or more directors to the board of the company.

7. Liability of Members to contribute to the assets of the Charity if it is wound up

7.1 If the Charity is wound up, each Member of the Charity is liable to contribute to the assets of the Charity such amount (but not more than £1) as may be required for payment of the debts and liabilities of the Charity contracted before that person ceases to be a Member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing Members among themselves.

7.2 In clause 7.1 “Member” includes any person who was a member of the Charity within 12 months before the commencement of the winding up.

7.3 But subject to that, the Members of the Charity have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

8. Membership of the Charity

8.1 The Members of the Charity shall be such persons as are admitted to membership by the Trustees in accordance with the constitution.

8.2 No person may become a Member of the Charity unless:

8.2.1 that person is a registered medical or nursing practitioner or a member of a related profession with an interest in colposcopy and cervical pathology;

8.2.2 that person has applied for membership in a manner approved by the Trustees; and

8.2.3 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing.

8.3 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as Members.

Subscriptions

8.4 The Trustees may at their discretion levy subscriptions on Members of the Charity at such rate or rates as they shall decide.

Register of Members

8.5 The names of the Members must be entered in the register of Members.

8.6 Membership of the Charity cannot be transferred to anyone else.

Termination of membership

- 8.7 A Member shall cease to be a member:
- 8.7.1 if the Member, being an individual, dies;
 - 8.7.2 on the expiry of at least seven Clear Days' notice given by the Member to the Charity of his, her or its intention to withdraw;
 - 8.7.3 if any subscription or other sum payable by the Member to the Charity is not paid on the due date and remains unpaid at the end of the period of twelve calendar months beginning with the due date. The Trustees may re-admit to membership any person who ceases to be a Member on this ground on him, her or it paying such reasonable sum as the Trustees may determine; or
 - 8.7.4 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Charity. Such a resolution may not be passed unless the Member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A Member expelled by such a resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed by him, her or it.

Duty of Members

- 8.8 Each Member of the Charity must exercise the powers which they have in their capacity as Member in the way that they decide, in good faith, would be most likely to further the objects of the Charity.

9. Members' decisions

- 9.1 Decisions of the Members of the Charity may be taken either:
- 9.1.1 by means of a resolution passed at a general meeting (in accordance with clause 10); or
 - 9.1.2 by means of a written resolution (as provided in clause 11).

Members' decisions and conflicts of interest

- 9.2 A Trustee who would benefit personally, whether directly or indirectly, from a transaction or arrangement into which the Charity proposes to enter must not take part in any decision of the Members whether or not to enter into that transaction or arrangement.
- 9.3 Clause 9.2 does not apply where the transaction or arrangement proposed to be entered into by the Charity cannot reasonably be regarded as likely to give rise to a conflict of interest.

10. General meetings of Members

Taking decisions at a meeting

- 10.1 Any decision of the Members of the Charity may be taken by means of a resolution at a general meeting.
- 10.2 Unless clause 10.3 applies, such a resolution must be passed by a simple majority of those Members voting at the meeting.
- 10.3 The following resolutions must be passed by a 75% majority of those Members voting at the meeting;
 - 10.3.1 any decision to amend the constitution of the Charity;
 - 10.3.2 any decision to amalgamate the Charity with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or
 - 10.3.3 any decision to wind up the Charity voluntarily or dissolve the Charity.

Annual General Meeting

- 10.4 There must be an annual general meeting of the Members of the Charity.
- 10.5 The first AGM must be held within 18 months of the registration of the Charity, and subsequent AGMs must be held at least once in every calendar year at intervals of not more than 15 months.
- 10.6 The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect Trustees as required under clause 14.

Calling general meetings of Members

- 10.7 The Trustees must call the AGM in accordance with clause 10.5.
- 10.8 The Trustees may call any other general meeting of the Members at any time.
- 10.9 The Trustees must, within 21 days, call a general meeting of the Members if they receive a request to do so in accordance with the Schedule to this constitution.
- 10.10 If the Trustees fail to comply with the obligation to call a general meeting at the request of the Members under clause 10.9, then the Members who requested the meeting may themselves call a general meeting.
 - 10.10.1 A general meeting called by the Members in accordance with clause 10.10 must be held not more than three months after the date when the Members first requested the meeting.
 - 10.10.2 The Charity must reimburse any reasonable expenses incurred by the Members in calling a general meeting by reason of the failure of the Trustees to duly call the meeting, but the Charity shall be entitled to be indemnified in relation to such expenses by the Trustees who were responsible for the failure.

Notice of general meetings of Members

- 10.11 At least 14 Clear Days' notice of a general meeting of the Members of the Charity must be given to all of the Members of the Charity and to any Trustee of the Charity who is not a Member of the Charity.
- 10.12 If not less than 90% of all of the Members of the Charity who are entitled to vote at the meeting agree, any resolution may be proposed and passed at the meeting even though the requirements of clause 10.11 have not been met.
- 10.13 The notice of any general meeting must:
- 10.13.1 state the place, date and time and date of the meeting;
- 10.13.2 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;
- 10.13.3 if the meeting is the AGM, identify the meeting as such; and
- 10.13.4 if a proposal to alter the constitution of the Charity is to be considered at the meeting, include the text of the proposed alteration; and
- 10.13.5 if the meeting is the AGM, be accompanied by the annual statement of accounts and the Trustees' annual report and details of persons standing for election or re-election as Trustee, or where allowed under clause 38, details of where the relevant documents and information may be found on the Charity's website.
- 10.14 Clause 38 (Communications) shall apply when determining when notice of a general meeting is received.

Quorum for general meetings

- 10.15 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 10.16 The quorum shall be twenty persons entitled to vote on the business to be transacted (each being a Member
- 10.16.1 If a quorum is not present within half an hour from the time appointed for the meeting:
- 10.16.2 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and
- 10.16.3 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chairing general meetings

- 10.17 The Chair (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting.

- 10.18 If neither the Chair nor any Trustee nominated in accordance with clause 10.17 is present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.
- 10.19 If no Trustee is present and willing to act as chair of the meeting within 15 minutes after the time appointed for holding the meeting, the Members present in person and entitled to vote must choose one of the Members present in person to be chair of the meeting.

Attendance and speaking by Trustees, patrons and non-Members

- 10.20 Trustees and patrons may attend and speak at general meetings, whether or not they are Members.
- 10.21 The chair of the meeting may permit other persons who are not Members (or otherwise entitled to exercise the rights of Members in relation to general meetings) to attend and speak at a general meeting.

Adjournment

- 10.22 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 10.22.1 the meeting consents to an adjournment; or
- 10.22.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 10.23 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 10.24 When adjourning a general meeting, the chair of the meeting must:
- 10.24.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
- 10.24.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 10.25 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Trustees must give at least 7 Clear Days' notice of it:
- 10.25.1 to the same persons to whom notice of the Charity's general meetings is required to be given; and
- 10.25.2 containing the same information which such notice is required to contain.
- 10.26 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting

- 10.27 A resolution put to the vote of a general meeting must be decided on a show of hands.

10.28 On a vote on a resolution at a meeting on a show of hands, a declaration by the chair of the meeting that the resolution:

10.28.1 has or has not been passed; or

10.28.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with clause 34 (Minutes) is also conclusive evidence of that fact without such proof.

Votes on a show of hands

10.29 On a vote on a resolution which is carried out by a show of hands, each Member present in person shall have one vote each.

10.30 In the case of an equality of votes the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

10.31 No Member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Charity have been paid.

10.32 Clauses 9.2 and 9.3 (Members' decisions and conflicts of interest) shall apply where the proposed resolution concerns a transaction or arrangement from which a Trustee would benefit personally, whether directly or indirectly.

10.33 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting whose decision is final.

Attendance and speaking at general meetings

10.34 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

10.35 A person is able to exercise the right to vote at a general meeting when:

10.35.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

10.35.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

10.36 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it (but shall be under no obligation to do so).

10.37 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

- 10.38 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Amendments to resolutions

- 10.39 A resolution to be proposed at a general meeting may be amended by resolution, if:
- 10.39.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 10.39.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

11. Taking decisions by written resolution

- 11.1 Subject to this clause 11 and to clauses 9.2 and 9.3 (Members' decisions and conflicts of interest) a written resolution shall be effective if it is agreed by:
- 11.1.1 Members representing a simple majority of the total voting rights of eligible Members; or
- 11.1.2 in the case of:
- (a) any decision to amend the constitution of the Charity;
 - (b) any decision to amalgamate the Charity with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or
 - (c) any decision to wind up the Charity voluntarily or dissolve the Charity;
- all of the Members.
- 11.2 In relation to a resolution proposed as a written resolution of the Charity 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 On a written resolution each Member shall have one vote.
- 11.4 A copy of the proposed written resolution must be sent to every eligible Member together with a statement informing the Member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 11.5 The required majority of eligible Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 11.6 A Member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated document:
- 11.6.1 identifying the resolution to which it relates; and
- 11.6.2 indicating the Member's agreement to the resolution.

11.7 For the purposes of clause 11.6 a document may be authenticated by the Member's signature, by a statement of the Member's identity accompanying the document, or in such other manner as the Charity has specified.

11.8 The written resolution takes effect once the agreement of the required majority of Members has been received by the Charity.

12. Trustees

Functions and duties of Trustees

12.1 The Trustees shall manage the affairs of the Charity and may for that purpose exercise all the powers of the Charity. It is the duty of each Trustee:

12.1.1 to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the Charity in the way he or she decides, in good faith, would be most likely to further the purposes of the Charity; and

12.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances, having regard in particular:

(a) to any special knowledge or experience that he or she has or purports to have; and

(b) if he or she acts as a Trustee of the Charity 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.

Eligibility for trusteeship

12.2 No one may be appointed as a Trustee if he or she is under the age of 18 years.

Number of Trustees

12.3 There must be at least three Trustees. If the number falls below this minimum, the remaining Trustee or Trustees may act only to call a meeting of the Trustees, or to appoint a new Trustee.

12.4 The maximum number of Trustees is 12. The Trustees may not appoint any Trustee if as a result the number of Trustees would exceed the maximum.

First Trustees

12.5 The First Trustees of the Charity are:

Pierre Martin-Hirsch

Theresa Freeman-Wang

Josephine Deirdre Lyons

Joseph Allan Jordan

Margaret Eleanor Cruickshank

Nicholas Myerson

Patrick Walker

Robert Charles Music

13. Appointment of Trustees

13.1 The board of Trustees shall be comprised of:

13.1.1 the Elected Officers elected by the Members in accordance with clause 14; and

13.1.2 the Co-opted Trustees appointed by a decision of the Trustees in accordance with clause 15.

14. Elected Trustees

14.1 The Trustees shall make regulations which set out the process by which the Members shall elect persons to the roles of, President, President-Elect, Treasurer and Secretary (together the “**Elected Officers**”).

14.2 The Elected Officers shall be appointed for terms of office of three years. Subject to clause 16, Elected Officers may be reappointed by the Members in accordance with the rules or byelaws.

14.3 An Elected Officer shall serve as a Trustee ex-officio for so long as he or she occupies the relevant office and on relinquishing the office he or she shall cease to serve as a Trustee and his or her position as a Trustee shall be filled by his or her successor in office.

14.4 In the event that an Elected Officer retires before the end of his or her term of office the Trustees may resolve to appoint another individual as an Elected Officer to fill the vacancy provided that that individual retires from office at the subsequent annual general meeting or, if sooner when a replacement is appointed further to an election process in accordance with the rules or byelaws.

15. Co-opted Trustees

15.1 The Trustees may appoint Trustees by a decision of the Trustees for a term of office of three years (the “**Co-opted Trustees**”).

15.2 Subject to clause 16, retiring Co-opted Trustees may be re-appointed by a decision of the Trustees.

16. Maximum term

16.1 A Trustee who has served for three consecutive terms of office must take a break from office and may not be reappointed until the earlier of:

- 16.1.1 the anniversary of the commencement of his or her break from office; and
 - 16.1.2 if applicable, the AGM following the AGM at which his or her break from office commenced;
- save that the Trustees may decide that there are exceptional circumstances which mean that it would not be in the best interest of the Charity for the Trustee to take a break from office and resolve that the restrictions set out in this clause 16.1 do not apply.
- 16.2 If the retirement of a Trustee under clause 16.1 causes the number of Trustees to fall below that set out in clause 12.3 then the retiring Trustee shall remain in office until a new appointment is made.

Timing of retirement

- 16.3 A Trustee who retires at an AGM and who is not reappointed shall retain office until either:
 - 16.3.1 the meeting appoints someone in his or her place; or
 - 16.3.2 (if no one is appointed in his or her place) until the end of the meeting.

17. Information for new Trustees

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

- 17.1 a copy of this constitution and any amendments made to it; and
- 17.2 a copy of the Charity's latest trustees' annual report and statement of accounts.

18. Disqualification, retirement and removal of Trustees

A Trustee ceases to hold office if:

- 18.1 he or she retires by notifying the Charity in writing (but only if two Trustees will remain in office when the notice of resignation takes effect);
- 18.2 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 18.3 the Trustees reasonably believe that he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 18.4 he or she is disqualified under the Charities Act 2011 from acting as a Trustee;
- 18.5 at a general meeting of the Charity, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such view;
- 18.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been

afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.

19. Chair

The President of the Charity shall serve as the Chair of the Trustees.

20. Taking of decisions by Trustees

Any decision of the Trustees may be taken either:

20.1 at a meeting of the Trustees called and held in accordance with clause 21; or

20.2 by a unanimous resolution taken in accordance with clause 22.

21. Meetings and proceedings of Trustees

Calling meetings

21.1 Any Trustee may call a meeting of the Trustees.

21.2 Subject to that, the Trustees shall decide how their meetings are to be called, and what notice is required.

21.3 The Trustees may invite the Patrons and the Regional Representatives and any other individuals or representatives of organisations to attend Trustee meetings at their discretion.

Chairing of Trustees' meetings

21.4 The Chair of the Trustees, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

Procedure at Trustees' meetings

21.5 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

21.6 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.

21.7 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

21.8 Questions arising at a meeting shall be decided by a majority of the Trustees present and voting.

In the case of an equality of votes, the chair of the meeting shall have a second or casting vote. This does not apply if, 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.

Participation in meetings by electronic means

- 21.9 Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 21.9.1 the meeting has been called and takes place in accordance with the constitution; and
- 21.9.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 21.10 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

22. Unanimous decisions without a meeting

- 22.1 A decision is taken in accordance with this clause 22 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this clause 22 to make a decision if one or more of the Trustees has a conflict of interest which, under clause 23, results in them not being entitled to vote.
- 22.2 Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
- 22.3 A decision which is made in accordance with this clause 22 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 22.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- 22.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this clause 22;
- 22.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 22.3.4 the Recipient must prepare a minute of the decision in accordance with clause 34 (Minutes).

23. Trustee interests and management of conflicts of interest

Declaration of interests

- 23.1 A Trustee must declare the nature and extent of:
- 23.1.1 any direct or indirect material interest which he or she has in a proposed transaction or arrangement with the Charity; and
- 23.1.2 any direct or indirect interest or any duty which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

Participation in decision-making

- 23.2 If a Trustee's interest or duty cannot reasonably be regarded as giving rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process. For the avoidance of doubt, the following transactions or arrangements shall be presumed as not reasonably likely to give rise to a conflict of interest provided all of the Trustees have the same interest:
- 23.2.1 approval of trustee expenses policies;
 - 23.2.2 payment of premiums for trustee indemnity insurance;
 - 23.2.3 receipt by a Trustee in his or her capacity as beneficiary of the charity of benefits which are available generally to all beneficiaries.
- 23.3 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she must:
- 23.3.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
 - 23.3.2 not be counted in the quorum for that part of the process; and
 - 23.3.3 withdraw during the vote and have no vote on the matter.

Register of Trustees' interests

- 23.4 The Trustees must cause a register of Trustees' interests to be kept.

24. Regional Representatives

- 24.1 The Trustees shall make regulations which set out:
- (a) a role description for the role of the Regional Representatives, which shall include such rights and obligations as the Trustees think fit;
 - (b) the process by which Regional Representatives shall be appointed; and
 - (c) the terms of office for which Regional Representatives shall serve.
- 24.2 For the avoidance of doubt, the Regional Representatives shall not be Trustees.

25. Trustees may delegate

- 25.1 Subject to this constitution, the Trustees may delegate any of their powers or functions to any committee.
- 25.2 Subject to this constitution, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

- 25.3 Any delegation by the Trustees may be:
- 25.3.1 by such means;
 - 25.3.2 to such an extent;
 - 25.3.3 in relation to such matters or territories; and
 - 25.3.4 on such terms and conditions,
as they think fit.
- 25.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 25.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 25.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

26. Committees

- 26.1 In the case of delegation to committees:
- 26.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 26.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 26.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 26.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 26.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 26.2 The meetings and proceedings of any committee shall be governed by the provisions of this constitution regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

27. Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity to a chief executive, secretariat or other manager or managers:

the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

27.1 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

27.2 any manager must report regularly to the Trustees on the activities undertaken in managing the Trustees and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

28. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

28.1 the investment policy is set down in writing for the Financial Expert or Experts by the Trustees;

28.2 timely reports of all transactions are provided to the Trustees;

28.3 the performance of the investments is reviewed regularly with the Trustees;

28.4 the Trustees are entitled to cancel the delegation arrangement at any time;

28.5 the investment policy and the delegation arrangements are reviewed regularly;

28.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and

28.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

29. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

30. Irregularities

The proceedings at any meeting 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 any accidental omission to give or any non-receipt of notice) or any 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. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit.

32. Contracts and documents

32.1 Contracts may be made either:

32.1.1 on behalf of the Charity, by a person acting under the express or implied authority of the Charity; or

32.1.2 by the Charity, in writing under its seal (if it has one).

32.2 Documents may be executed by the Charity either:

32.2.1 by being signed by at least two of the Trustees; or

32.2.2 by the affixing of the Charity's seal (if it has one).

32.3 If the Charity has a seal:

32.3.1 The Charity must have its name engraved in legible characters on the seal.

32.3.2 The seal must only be used by the authority of the Trustees or of a committee of Trustees duly authorised by the Trustees.

32.3.3 The Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two Trustees.

32.4 A CIO may, by instrument executed as a deed, empower a person, either generally or in respect of specific matters, as its attorney to execute deeds or other documents on its behalf.

33. Keeping of Registers

The Charity 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.

34. Minutes

The Trustees must keep minutes of all:

34.1 appointments of officers made by the Trustees;

34.2 proceedings at general meetings of the Charity;

34.3 meetings of the Trustees and committees of Trustees, including:

34.3.1 the names of the Trustees present at the meeting;

34.3.2 the decisions made at the meetings; and

34.3.3 where appropriate the reasons for the decisions;

34.4 resolutions and decisions made by the Trustees and Members of the Charity otherwise than in meetings.

35. Accounting records, accounts, annual reports and returns, register maintenance

35.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, the preparation and scrutiny of statements of accounts, and 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 Charity, within 10 months of the financial year end.

35.2 The Trustees must inform the Charity Commission within 28 days of any change in the particulars of the Charity entered on the Central Register of Charities.

36. Rules

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

37. Disputes

If a dispute arises between Members of the Charity 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.

38. Communications

38.1 *Communications to the Charity*

38.1.1 Any Member or Trustee of the Charity may send documents or information to the Charity:

- (a) by hand; or
- (b) by post,

by sending it to the principal office or any other address specified by the Charity for this purpose.

38.1.2 Any Member or Trustee of the Charity may send documents or information to the Charity in Electronic Form or by Electronic Means (for example by email), provided that:

- (a) In the case of documents or information sent in Electronic Form, the Charity has agreed (generally or specifically) to receive documents or information in that form (and has not revoked that agreement), or is treated as having agreed to receive documents or information in that form under clause 38.3.
- (b) Documents or information sent by Electronic Means must be sent to either:
 - (i) an address specified by the Charity for the purpose; or
 - (ii) an address to which clause 38.3 applies.

- (c) Communications sent by Electronic Means must be authenticated in a manner which is satisfactory to the Charity.

38.2 *Communications by the Charity*

38.2.1 The Charity may send documents or information (including notices) to any Member or Trustee of the Charity by hand or by post, by handing the document or information to them or by sending it to:

- (a) an address specified for the purpose by the intended recipient;
- (b) their address as shown in the Charity's register of Members or Trustees (as appropriate); or
- (c) where the Charity is unable to obtain an address falling within clauses (a) or (b), the intended recipient's last address known to the Charity.

38.2.2 The Charity may send or supply documents or information (including notices) to any Member or Trustee of the Charity in Electronic Form or by Electronic Means (including by email or by making it available on a website), provided that:

- (a) the intended recipient has agreed (generally or specifically) to receive documents or information in that form (and has not revoked that agreement); or
- (b) (in the case of documents or information sent in Electronic Form) the intended recipient is treated as having agreed to receive documents or information in that form under clause 38.2.3; or
- (c) (in the case of documents or information made available via a website) the intended recipient is treated as having agreed to receive documents or information in that manner under paragraph 10 of Schedule 3 of the General Regulations.

38.2.3 Any Member or Trustee of the Charity, by virtue of becoming a Member of the CIO and by providing the Charity with his or her email address or similar, is taken to have agreed to receive communications from the Charity in Electronic Form at that address, unless the Member has indicated to the Charity his or her unwillingness to receive such communications in that form.

38.2.4 When communicating any notice or proposal via a website, the Trustees must take reasonable steps to ensure that Members and Trustees are promptly notified of the publication of any such notice or proposal.

Charity's deemed agreement to electronic communications

38.3 If the Charity sends or supplies documents or information to another person in Electronic Form:

38.3.1 the Charity is treated as having agreed to accept a response in Electronic Form; and

38.3.2 where the document or information is sent or supplied by the Charity by Electronic Means from an electronic address, or the Charity has given such an address in the document or

information (subject to any limitations specified when providing that address), the Charity is treated as having agreed to the response being sent by Electronic Means to that address.

38.4 Deemed delivery

38.4.1 Where any document or information is sent or supplied by the Charity to the Trustees or the Members of the Charity:

- (a) where it is sent by post it is deemed to be received 48 hours after it is posted;
- (b) where it is sent or supplied by Electronic Means (for example by email) it is deemed to be received on the same day that it is sent;
- (c) where it is sent or supplied by means of a website, it is deemed to be received:
 - (i) when the material is first made available on the website; or
 - (ii) if later, when the intended recipient received (or is treated as having received) notice of the fact that the material is available on the website.

38.4.2 The intended recipient of a document or information may agree generally or specifically with the Charity that it is deemed to be received within a shorter period than that specified in clause 38.4.1.

39. Amendment of constitution

39.1 This constitution can be amended by a resolution of the Members passed in accordance with this constitution.

39.2 Amendments to the constitution do not take effect until they have been registered by the Charity Commission in accordance with the Charities Act 2011.

39.3 In accordance with section 226 of the Charities Act 2011, any alteration of clause 3 (Objects), clause 40 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members of the Charity or persons connected with them, requires the prior written consent of the Charity Commission.

39.4 The power of the Charity to amend its constitution is not exercisable in any way which would result in the Charity's ceasing to be a charity.

39.5 A copy of any resolution altering the constitution, together with a copy of the Charity's 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 effect until it has been recorded in the Register of Charities.

40. Voluntary winding up or dissolution

40.1 The Members of the Charity may pass a resolution in accordance with this constitution to the effect that the Charity should be wound up voluntarily or that an application should be made to the Charity Commission for the dissolution of the Charity.

- 40.2 Subject to the payment of all the Charity's debts:
- 40.2.1 Any resolution for the winding up of the Charity, or for the dissolution of the Charity without winding up, may contain a provision directing how any remaining assets of the Charity shall be applied.
- 40.2.2 If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the Charity shall be applied.
- 40.2.3 In either case the remaining assets must be applied for charitable purposes which are the same as or similar to those of the Charity.
- 40.3 If the Charity is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

41. Interpretation

- 41.1 In this constitution:
- 41.1.1 "AGM" means the annual general meeting of the Members of the Charity held in accordance with clause 10.4 to 10.7;
- 41.1.2 "Chair" has the meaning given in clause 19;
- 41.1.3 "Charity" means the British Society for Colposcopy and Cervical Pathology;
- 41.1.4 "Circulation Date" means the date on which copies of a written resolution are sent to the Members (or, if copies are sent to the Members on different days, the first of those days);
- 41.1.5 "Clear Days" means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 41.1.6 "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 clause 41.1.6(a) above;
 - (c) a person carrying on business in partnership with the Trustee or with any person falling within clauses 41.1.6 (a) or (b) above;
 - (d) an institution which is controlled:
 - (i) by the Trustee or any Connected Person falling within clauses 41.1.6 (a), (b) or (c) above; or
 - (ii) by two or more persons falling within clause 41.1.6 41.1.6(d)(i), when taken together; and
 - (e) a body corporate in which:

- (i) the Trustee or any Connected Person falling within clauses 41.1.6 (a), (b) or (c) has a substantial interest; or
- (ii) two or more persons falling within 41.1.6(e)(i) who, when taken together, have a substantial interest.

For the purposes of this clause 41.1.6:

- (i) “child” includes a stepchild and an illegitimate child;
- (ii) a person living with another as that person’s husband or wife is to be treated as that person’s spouse;
- (iii) where two people of the same sex are not civil partners but live together as if they were, each of them is to be treated as the civil partner of the other;
- (iv) a person controls an institution if the person is able to secure that the affairs of the institution are conducted in accordance with the person’s wishes;
- (v) any person has a substantial interest in a body corporate if the person or institution in question:
 - is interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or
 - is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body.

41.1.7 “Co-opted Trustees” means the Trustees appointed by a decision of the Trustees in accordance with clause 15;

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

41.1.9 “Elected Officers” means the President, President-Elect, Secretary and Treasurer of the Charity elected in accordance with clause 14;

41.1.10 “Financial Expert” means an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

41.1.11 “the First Trustees” means the individuals named in clause 12.5;

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

41.1.13 “Members” means the members of the Charity for the purposes of the Charities Act 2011, the General Regulations and the Dissolution Regulations;

41.1.14 “Regional Representatives” means the Regional Representatives appointed in accordance with clause 24;

- 41.1.15 “Trustee” means a Trustee of the Charity and includes the Elected Officers and the Co-opted Trustees.
- 41.2 A reference to a document or information being sent or supplied in Electronic Form is to a document or information sent by Electronic Means (such as by email or fax) or by any other means while in an electronic form (such as a computer disc sent by post).
- 41.3 A reference to a document or information being sent or supplied by Electronic Means is to a document or information sent and received by means of electronic equipment for the processing or storage of data and entirely transmitted, conveyed and received by wire, by radio or optical means or by other electromagnetic means.
- 41.4 Any reference in this constitution to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

Schedule 1

Rights of Members to require a general meeting

1. The Trustees must, within 21 days, call a general meeting of the Members of the Charity if:
 - (a) they receive a request to do so from at least 10% of the Members; and
 - (b) 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.
2. If, at the time of any such request; there has not been any general meeting of the Members of the Charity for more than 12 months, then paragraph 1 of this Schedule shall have effect as if 5% were substituted for 10%.
3. Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
4. A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
5. Any general meeting called by the Trustees at the request of the Members of the Charity must be held within 28 days from the date on which it is called.

