

**THE COMPANIES ACT 2006**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**INTERNATIONAL INSTITUTE OF RISK AND SAFETY MANAGEMENT**

*Incorporated on 10<sup>th</sup> December 2004*

Company No: 5310696

Charity No: 1107666

Amended by special resolution on

13 August 2018

**COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**INTERNATIONAL INSTITUTE OF RISK AND SAFETY MANAGEMENT**

**1. NAME**

The name of the company is International Institute of Risk and Safety Management (“**the Charity**”)

**2. REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

**3. OBJECTS**

The Objects of the Charity are to advance education and competence in the field of risk and safety management (“**the Objects**”)

**4. POWERS**

The Charity has the following powers which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research
- 4.2 To act as an awarding body
- 4.3 To provide advice and or to direct to the relevant provider
- 4.4 To publish or distribute information
- 4.5 To co-operate with other bodies
- 4.6 To support, administer or set up other charities
- 4.7 To raise funds and in its discretion to disclaim any particular contribution
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 4.9 To acquire or hire property of any kind
- 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 4.11 To make grants or loans of money and to give guarantees provided that where any payment is made to the Treasurer or other proper official of a charity the receipt of such Treasurer or official shall be a complete discharge to the Trustees
- 4.12 To set aside funds for special purposes or as reserves against future expenditure
- 4.13 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification) provided that the charity shall have power to retain any investments donated to it
- 4.14 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.14.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.14.2 every transaction is reported promptly to the Trustees
  - 4.14.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a year

- 4.14.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
- 4.14.7 the financial expert must not do anything outside the powers of the Trustees
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.18 Subject to clause 5 to employ paid or unpaid agents staff or advisers
- 4.19 To enter into contracts to provide services to or on behalf of other bodies
- 4.20 To establish subsidiary companies to assist or act as agents for the Charity
- 4.21 To pay the costs of forming the Charity
- 4.22 To undertake any activity or do anything else within the law of the relevant jurisdiction which promotes or helps to promote the Objects
- 4.23 To establish one or more trading subsidiary companies in order to generate income for the Charity

## 5. **BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
  - 5.1.1 members may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.2 members may be paid a reasonable rent or hiring fee for property let or hired to the Charity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 5.2.1 as mentioned in clauses 4.17, 5.1.1, 5.1.2 or 5.3.
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings) in accordance with the terms of and subject to the conditions in the Charities Act
  - 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
  - 5.3.1 the goods or services are actually required by the Charity
  - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
  - 5.3.3 no more than one third of the Trustees are subject to such a contract in any financial year
  - 5.3.4 where the provision of goods or services is permitted in accordance with and subject to the conditions in the Charities Act
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 5.4.1 declare an interest at or before discussion begins on the matter

- 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
- 5.4.3 not be counted in the quorum for that part of the meeting
- 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission
- 6. **LIMITED LIABILITY**  
The liability of trustees is limited
- 7. **GUARANTEE**  
Every trustee promises if the Charity is dissolved while he she or it remains a trustee or within 12 months afterwards to contribute up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a trustee
- 8. **DISSOLUTION**
  - 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
    - 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
    - 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects
    - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
  - 8.2 A final report and statement of account must be sent to the Commission
- 9. **INTERPRETATION**
  - 9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum
  - 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

## COMPANIES ACT 2006

### COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

#### ARTICLES OF ASSOCIATION

#### OF

#### INTERNATIONAL INSITUTE OF RISK AND SAFETY MANAGEMENT

##### 1. MEMBERSHIP

- 1.1 The number of members with which the Charity proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of members
- 1.3 The members of the Charity shall be the members with the exception of Affiliate and Student grades
- 1.4 A Trustee need not to be a member, although the number of non member Trustees should not be more than Trustees who are members
- 1.5 Trustees represent the interests of the Charity. Trusteeship is terminated if the trustee concerned:
  - 1.5.1 gives written notice of resignation to the Charity;
  - 1.5.2 dies;
  - 1.5.3 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 1.6 Membership of the Charity is not transferable
- 1.7 In addition to the members of the Charity as provided in Article 1.3, the Trustees may appoint such persons who have suitable professional qualifications and who are willing to promote the Objects of the Charity to be Designated Fellows, Members or Associates (Hon FIIRSM, FIIRSM, SFIIRSM, MIIRSM, SIIRSM or AIIRSM), all of which shall be members of the Charity.

##### 2. GENERAL MEETINGS OF MEMBERS

- 2.1 Members are entitled to attend general meetings. General meetings are called on at least clear 14 days written notice specifying the business to be discussed. The notice must contain a statement setting out the rights of members to appoint a proxy under section 324 of the Act and article 2.11
- 2.2 There is a quorum at a general meeting if the number of members personally present is at least 9 (nine) voting members. A proxy or an authorised representative of a voting member shall count for the purposes of the quorum.
- 2.3 The President or (if the President is unable or unwilling to do so) a Trustee or some other member elected by those present presides at a general meeting

##### Voting at General Meetings

- 2.4 Except where otherwise provided by the Act every issue is decided by a majority of the votes cast either in person at the meeting or electronically up to 48 hours before via means agreed by the Trustees.
- 2.5 Every member present in person has one vote on each issue unless they have voted on the issues electronically beforehand via means established in 2.4

- 2.6 Subject to and in accordance with the provisions of the Act a written resolution signed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting
- 2.7 The Charity must hold an AGM in every year which all members are entitled to attend.
- 2.8 At an AGM the members:
  - 2.8.1 receive the accounts of the Charity for the previous financial year;
  - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;
  - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
  - 2.8.4 elect persons to be Trustees to fill the vacancies arising;
  - 2.8.5 appoint auditors for the Charity;
  - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
  - 2.8.7 discuss and determine any issues of policy or deal with any other business put before them
- 2.9 Any general meeting which is not an annual general meeting is a general meeting
- 2.10 A general meeting may be called at any time by the Trustees and must be called within a shorter period on a written request from at least one tenth of the members.

#### Content and Delivery of Proxy Notices

- 2.11 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
  - 2.11.1 states the name and address of the member appointing the proxy;
  - 2.11.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 2.11.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - 2.11.4 is delivered to the charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- 2.12 The charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- 2.13 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 2.14 Unless Proxy Notice indicates otherwise, it must be treated as:
  - 2.14.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 2.14.1 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself
- 2.15 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the charity by or on behalf of that person
- 2.16 An appointment under a Proxy Notice may be revoked by delivering to the charity a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given
- 2.17 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 2.18 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

### **3. THE TRUSTEES**

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds

- 3.2 The Trustees consist of at least 3 and (unless otherwise determined by ordinary resolution) shall be subject to a maximum of 12.
- 3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3.5 Trustees who from the date of their appointment as a Trustee reach three years of service at the date of the AGM must retire at such AGM with those longest in office retiring first and the choice between any of equal service being made by drawing lots provided in all cases that the quorum shall not fall below the minimum stated in article 3.2.
- 3.6 The Trustees may elect (with the consent of the appointee) an Honorary Vice-President, who must be a former Trustee, who may serve for a period of no more than two years from the date of their appointment. At the end of such period the retiring Honorary Vice-President shall be eligible for re-appointment for a further period of two years from the date of their appointment and shall only be entitled to serve a total of six years in any honorary position, whether or not such periods are consecutive.
- 3.7 No person may serve as a Trustee (whether elected or co-opted) for an aggregate period of more than 9 years, including any period of service prior to the adoption of these Articles. Retiring Trustees may be asked to act as an adviser for no more than a further three years. However, the retirement will be deferred if they are an Officer until the Officer's term is expired. In this clause a 'year' means the period between one AGM and the next.
- 3.8 No person other than a Trustee retiring by rotation shall be appointed or re-appointed a Trustee at any general meeting unless:
- 3.8.1 he or she is recommended by the Trustees; or
- 3.8.2 notice is given in writing proposing an eligible member for election at the next General Meeting at which elections are held, are given to the Secretary by five or more Members whose subscriptions have been paid for the current year. The notice must reach the Secretary by 15 September and be accompanied by the assent in writing to such proposal by the Member concerned.
- 3.9 A Trustee's term of office automatically terminates if he or she:
- 3.9.1 is disqualified under the Charities Act from acting as a charity trustee
- 3.9.2 is incapable, whether mentally or physically, of managing his or her own affairs
- 3.9.3 is absent from 3 consecutive meetings of the Trustees without an excuse acceptable to the Trustees
- 3.9.4 resigns by written notice to the Trustees (but only if at least 2 Trustees will remain in office)
- 3.9.5 is removed by resolution passed by the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 3.10 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee (a Co-opted Trustee) to fill a vacancy in their number or as an additional Trustee provided that:
- 3.10.1 the appointment does not cause the number of Trustees to exceed any fixed number by or in accordance with these Articles as the maximum number of Trustees;
- 3.10.2 the maximum number of Co-opted Trustees holding office at any given time does not exceed 5;
- 3.10.3 a Co-opted Trustee shall hold office until the next AGM when they will stand for election;
- 3.10.4 a Co-opted Trustee does not need to be a member
- 3.11 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 4. PROCEEDINGS OF TRUSTEES**
- 4.1 The Trustees must hold at least 2 meetings each year

- 4.2 A quorum at a meeting of the Trustees is 3 (three) Trustees
- 4.3 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
- 4.4 The President or (if the President is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## 5. **POWERS OF TRUSTEES**

- The Trustees have the following powers in the administration of the Charity:
- 5.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
  - 5.2 to appoint an office of a President, a Deputy President, Immediate Past President, Secretary and Honorary Treasurer. Once appointed the President will serve for a maximum two years.
  - 5.3 to delegate any of their functions to committees consisting of 2 or more individuals appointed by them (but at least 1 member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
  - 5.4 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
  - 5.5 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
  - 5.6 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
  - 5.7 to establish procedures to assist the resolution of disputes within the Charity
  - 5.8 to exercise any powers of the Charity which are not reserved to a general meeting

## 6. **RECORDS & ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 6.1.1 annual reports;
  - 6.1.2 annual returns; and
  - 6.1.3 annual statements of account
- 6.2 The Trustees must keep proper records of:
  - 6.2.1 all proceedings at general meetings;
  - 6.2.2 all proceedings at meetings of the Trustees;
  - 6.2.3 all reports of committees; and
  - 6.2.4 all professional advice obtained
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within 2 months

## 7. **NOTICES**



- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 7.2 Subject to 7.3 below the only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3 A member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address but otherwise no such member shall be entitled to receive any notice from the Charity
- 7.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 7.4.1 24 hours after being sent by electronic means only delivered by hand to the relevant address if there is no email address
- 7.4.2 2 clear days after being sent by first class post to that address
- 7.4.3 3 clear days after being sent by second class to that address
- 7.4.4 on being handed to the member personally or if earlier
- 7.4.5 as soon as the member acknowledges actual receipt
- 7.5 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## 8. **INDEMNITY**

Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Charity

## 9. **DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

## 10. **INTERPRETATION**

In the Memorandum and in these Articles:

- 10.1 “**the Act**” means the Companies Act 2006 or subsequent amendments

“**Adviser**” means not a trustee but an adviser to trustees with specialist skills

“**AGM**” means an annual general meeting of the Charity

“**these Articles**” means these articles of association

“**President**” means the chairman of the Trustees

“**the Charities Act**” means the Charities Act 2011 or subsequent amendments

“**the Charity**” means the company governed by these Articles

“**charity trustee**” has the meaning prescribed by the Charities Act 2011 or subsequent amendments

“**clear day**” means 24 hours from midnight following the relevant event

“**the Commission**” means the Charity Commission for England and Wales

**“financial expert”** means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

**“material benefit”** means a benefit which may not be financial but has a monetary value

**“member”** and **“membership”** refer to membership of the Charity

**“Memorandum”** means the Charity’s memorandum of association

**“month”** means calendar month

**“the Objects”** means the Objects of the Charity as defined in clause 3 of the Memorandum

**“Officer”** means a trustee in the role of President, Deputy President, Immediate Past President or Hon Treasurer.

**“Secretary”** means the Secretary of the Charity

**“taxable trading”** means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax

**“Trustee”, “Elected Trustee” and “Co-opted Trustee”** means a director of the Charity and **“Trustees”** means all of the directors

**“written”** or **“in writing”** refers to a legible document on paper including a fax message and also any communication sent by e-mail

**“year”** means calendar year

10.2 Expressions defined in the Act have the same meaning

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