

**Irish Reflexologists' Institute Limited**

**Code of Ethics and Practice**

**and**

**Memorandum**

**and**

**Articles of Association**



## **CODE OF ETHICS AND PRACTICE**

This Code sets out the standards of professional conduct that apply to the members of the Irish Reflexologists' Institute Limited and their activities. This code governs the attitude and behaviour of the Reflexologist towards clients, the general public, media, internet and any other electronic transmissions and fellow members of the Institute and may form the basis for discussion in the event of any complaint against a member. This Ethics Code is based on commonly held principles, attitudes and values relevant to all aspects of health care delivery.

In addition this Code sets out minimum requirements to ensure that our Members Register only lists those members who have attained a suitably high standard of training, who have set up in professional practice, and who can be recommended with confidence to the general public. Furthermore this Code is designed to encourage integrity and responsibility in the practice of Reflexology. All members of the Institute will be expected to follow this Code.

### **Preamble**

A Reflexologist (is a Complementary Therapist) is also a health care professional who is trained in a coherent healing philosophy, based on a traditional system of therapeutic interventions that are different from allopathic medicine. A Reflexologist applies that healing philosophy to help their clients and assist the general public to make informed choices regarding their physical, emotional, spiritual, mental health and well-being. A Reflexologist strives to uphold the dignity and honour of others within the law and in accordance with standards set by their professional association.

The fact that a given practice or conduct is not specifically addressed by a "Code" does not necessarily mean that it is either ethical or unethical, or not obligatory. For Reflexologists this means that resolving an ethical dilemma or question will require reflection, and sometimes dialogue with clients and colleagues. Action may be necessary even if the issue is still not resolved.

## **THE PRACTITIONER**

### **1 RESPECT FOR THE DIGNITY AND RIGHTS OF OTHERS.**

- 1.1 Members shall respect and promote the fundamental rights, dignity, and worth of all people. They shall respect the rights of individuals to privacy, self-determination, autonomy and confidentiality consistent with their professional obligations and the law.
- 1.2 Members shall respect the knowledge, insights, education, experience and areas of expertise of clients, colleagues, students, relevant third parties and the general public.
- 1.3 Members shall respect a clients cultural, individual, and role differences, including those based on age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, language, and

national origin, religion, sexual orientation, disability, language, and socio-economic status.

- 1.4 Members shall avoid practices and communications which are the result of personal investment and unfair bias that could lead to discrimination and unjust outcomes.
- 1.5 Members shall ensure that prospective clients are fully advised of the terms and conditions of the professional contract, including costs, contraindications, extent and duration of the treatment programme, prior to commencing treatment.
- 1.6 Members shall advise the client if the reflexology treatment will consist of a mix of other therapies that the member is qualified in and the reasons/benefits for so doing.

## **2. COMPETENCE**

- 2.1 Members shall strive to ensure and maintain high standards in their work. They provide only those services and use only those techniques for which they are qualified by training, education and experience.
- 2.2 Members shall respect the limitations of their therapy and the boundaries of their own competencies and expertise, and work within the parameters and ethos of their therapy.
- 2.3 Members shall limit their seeking and giving information to only that which is required for professional purposes.
- 2.4 Members shall be aware that special safeguards may be necessary to protect the rights and welfare of minors and of persons whose vulnerabilities impair independent decision making, and will obtain appropriate consent to begin and to end a treatment.
- 2.5 Members shall be aware of their obligation not to practice when their functioning and judgement is impaired, including temporary problems and assure themselves, as far as possible, that their services are not misused.
- 2.6 Members shall avoid discrimination and bias, including any bias towards allopathic medicine and other healthcare professionals.

## **3. RESPONSIBILITY TOWARDS CLIENTS**

- 3.1 A member shall be aware of their responsibility to insure as far as is possible, that no act or omission on their part or within their sphere of responsibility is detrimental to the interest, conditions or safety of clients, or to the community and society in which they work and live. Members shall at all times skillfully and caringly practice Reflexology for the benefit of the client. The treatment of the client shall be holistic.
- 3.2 Members shall promote and maintain high professional standards and be aware of their obligation not to exploit the professional relationship to further personal, religious, political or other ideological interests.
- 3.3 Members are responsible for the quality and outcome of their professional actions, and will consult with, refer to and co-operate with other professionals to the extent needed to serve the best interests of those with whom they work.

- 3.4 Members shall practice only within the limits of his/her professional training and competency. No unqualified advice should be given.
- 3.5 Where a member is concerned by the conditions of a client, medical or otherwise he/she should advise the client to consult their medical doctor or other qualified practitioner.
- 3.6 Members shall insure that clients understand the effects and limits of the therapy, and will be honest, fair and truthful in their dealings with others. Clients shall be advised of any contraindications that may apply to the treatment.
- 3.7 Members shall respect confidential information, insuring client's records are securely stored and access to them is limited to those who have a legitimate right to see them, including the client themselves. When the law requires, only relevant information will be disclosed, to safeguard the rights to fairness and justice of those they interact with professionally and other affected persons.
- 3.8 Members are responsible for terminating treatment with consent, at the earliest moment consistent with the good care of the client.
- 3.9 Members should not
- Diagnose a medical condition
  - Prescribe
  - Claim to Cure
  - Use implements
  - Treat a specific ailment in connection with a reflexology treatment
  - Use any other products other than a base oil/lotion/cream or powder during a treatment unless qualified to do so
- 3.10 A private treatment room with easy access to bathroom facilities should be provided. Premises and equipment must be clean and hygienic.
- 3.11 Members must ensure that their own health and hygiene are not such as to put a client at risk.

#### **4. INTEGRITY**

- 4.1 Members are honest, fair, respectful and truthful in their dealings with others and strive to benefit those with whom they work.
- 4.2 Members shall be alert to and guard against personal biases and prejudices, financial, social, organisational or political factors, that might lead to the misuse of their position and influence.
- 4.3 Members shall address and endeavour to correct any resulting mistrust or other harmful effects that arise from a conflict of interests or deception.
- 4.4 Members shall be aware of the inequality of power in the professional relationship, which may continue after the relationship is formally terminated and of the professional responsibility that may still apply.
- 4.5 The Institute have an obligation to give members a reasonable critique of their actions, and to inform members and/or the relevant association if appropriate, if there is a question of unethical activity.

## **5. PUBLICITY**

- 5.1 Members shall not seek to attract business unfairly or un-professionally or in any way which would discredit the reputation of Reflexology or the Institute.
- 5.2 Advertisements in the media should be accurate.
- 5.3 Members shall not abuse the trust of existing or potential clients or exploit their lack of knowledge.
- 5.4 No claim can be made to cure.

## **6. CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD)**

The Institute encourages members trained in other disciplines to join professional bodies concerned with the discipline they are qualified in. We advise members to be familiar with the Ethics Code of other associations they may belong to accepting it as a framework that supports them in their practice and their responsibilities to clients, colleagues and the general public. This Code is not a substitute for those of other professional bodies to which members may belong.

- 6.1 It is a requirement for IRIL full members to continue their professional development by producing the required minimum CPD points at renewal each year.
- 6.2 It is a requirement for IRIL full members to be fully insured against malpractice and Public Liability.
- 6.3 The Institute require their members to continue to develop their awareness of ethical issues through study, self-reflection and common dialogue on ethical issues, in the spirit of accountability, peer support and collegial solidarity.
- 6.5 The Board of Directors can alter this code at any time. Prior to a decision being made they may invite comments from members for consideration.

## **7. DISCIPLINARY PROCEDURE**

The Institute has a complaints system in place to deal responsively with complaints, and disciplinary procedures to apply to errant members. In the event of a complaint being made by a member of the public or a fellow Reflexologist, concerning the behaviour of a Member of the Institute the following procedure shall be put into motion.

Complaints against a member of the Institute alleging misconduct or wrongdoing must be put to the Institute in writing and will then be investigated by the "Fitness to Practice Committee". This Committee shall consist of the Chairperson, The Secretary, one other Member of the Board and an independent member of the Institute. All members of the Institute are required to comply with a disciplinary procedure incorporating the principles set out in these "Rules" and any further authorised amendments. In exercising the functions pursuant to the disciplinary procedure, the primary concern of the Institute and any relevant Committee thereof, shall

be (a) to protect the public (b) maintain the standards of teaching and practice of Reflexology and (c) to uphold the reputation of the Institute.

## **7.1 PROCEDURE**

The Fitness to Practice Committee will sit to consider the following matters brought to its attention in writing.

- a) Conduct which in the opinion of the Institute is likely to bring the Institute or its members into disrepute.
- b) Conduct which is alleged to have been or is likely to be to the detriment of clients or patients.
- c) Breach of the Institute Code of Ethics, Practice and Rules.
- d) Dishonesty or fraudulent misrepresentation in applying for membership of the Institute.
- e) Practicing Reflexology under the influence of alcohol or illegal drugs.

## **7.2 ACTION TO BE TAKEN**

The Institute having reviewed the complaint shall decide

- a) To take no action if the complaint is considered frivolous, trivial or irrelevant.
- b) Where the complaint is not considered to be sufficiently serious to warrant an all committee hearing, to send to the member a letter of reprimand and warning or
- c) In cases considered serious, to refer the matter to the "Fitness to Practice Committee" for an enquiry to be held as soon as feasible.

## **7.3 DISCIPLINARY PROCEEDINGS**

In enquiring into any case referred to it by the Institute the "Fitness to Practice Committee" shall observe the rules of natural justice. For the avoidance of doubt the matters specified below shall be complied with, to conform thereto:

- a) The member against whom the allegation of wrongdoing is made, shall be informed in writing by the Chairperson of the Institute of the said complaint, shall be sent a copy of the relevant complaint and given an opportunity of stating a defence in writing and/or in person to the Committee within fourteen days.
- b) The Committee shall be entitled to make any enquiry and investigations it deems fit. It shall call for the production of relevant documents, reports, and may ask for proposals and recommendations from any person or body, legal, professional, or otherwise. Copies of all relevant documents shall be given to the member who will have a right to reply thereto in writing or in person at any disciplinary meeting.
- c) At the meeting to consider the complaint the member shall be entitled to be accompanied by a friend or advisor. If the member wishes to bring a legal representative to the meeting notice of this intent should be given to the Institute two weeks beforehand. The "Fitness to Practice Committee" can also have a legal representative from the Institute's Solicitors present. Both the member and the committee shall be entitled to call witnesses who may be questioned or cross examined by either side.

If the complaint is upheld, the Institute upon receipt of the report from the "Fitness to Practice Committee" shall take one or more of the following steps:

- Send a letter of reprimand to the member.
- Require the member to give a written undertaking to refrain from continuing or repeating the conduct that constituted the contravention.
- To take such other action as the Committee deemed fit to prevent the member continuing or repeating the conduct that led to the enquiry.
- To suspend the member for an agreed period of time.
- To require the member to undergo specified retraining should this be considered necessary during the period of suspension.
- To expel the member from the Institute.
- To require the member to pay any expenses incurred in connection with the proceedings.

The decision of the "Fitness to Practice Committee" shall be in writing and signed by the Chairperson or Secretary of the said Committee. It shall be reported to the Board of Directors as soon as possible, and no later than two weeks from the date of the report being finalised. The Committee will send notification of the decision and any penalties incurred to the member immediately following its acceptance and ratification.

## **7.4 APPEALS**

The penalties specified in 7.1 shall be subject to appeal if written notice is given to the Board of Directors within 4 weeks of receiving notification of the decision of the "Fitness to Practice Committee". The Board (consisting of no less than 50% of the Board Members) shall consider the appeal within four weeks of its receipt and shall have the powers to confirm or repeal the decision. For an appeal to be successful it must be ratified by 75% of Board members present. They shall also have the powers to revoke the original penalty or to consider a less

**COMPANIES ACTS 1963 TO 2006**

**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**Of**

**IRISH REFLEXOLOGISTS' INSTITUTE  
LIMITED**

1. The name of the Company (hereinafter called "the Institute") is the Irish Reflexologists' Institute Limited.
2. The main objects for which the Company is established are: -
  - (a)
    - (i) To provide a forum in which graduate reflexologists' can exchange information, views, ideas and as appropriate, best practice in the interests of developing the overall standard of reflexology training and ethics to the benefit of individual members,
    - (ii) To protect, improve and preserve holistic health by advancing the knowledge, practice and expertise of reflexology.
    - (iii) To promote the education, teaching and training of reflexology.
    - (iv) To promote and protect the interests of members.
    - (v) To advise the public in relation to reflexology.
  - (b) To carry on any other business which may seem to the Institute capable of being conveniently carried on in connection with the above objects, or calculated, directly or indirectly, to enhance the value of, or render more profitable any of the Institute's property.
  - (c) To import, export, buy, sell, barter, exchange, pledge, make advances on, take on lease or hire or otherwise acquire, alter, treat, work, manufacture, process, dispose of, let on lease, hire or hire purchase, or otherwise trade or deal in and turn to account as may seem desirable goods, articles, equipment, machinery, plant, merchandise and wares of any description and things capable of being used or likely to be required by persons having dealings with the Institute for the time being.
  - (d) To carry on any other business except the issuing of policies of insurance, which may seem to the Institute capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Institute's property or rights.
  - (e) To purchase take on lease or in exchange, hire or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Institute.
  - (f) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, dams, tramways, machinery, engines, walls, fences, banks, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.
  - (g) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Institute or its employees, and to institute or maintain any club or other establishment or profit sharing

scheme calculated to advance the interests of the Institute or its officers or employees.

(h) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, charge, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Institute for the time being of the company for such consideration as the Institute may think fit.

(j) To receive and acquire money by donation, gift, subscription or otherwise and to apply or expend such funds to or upon all or any of the objects of the company, directly or indirectly.

(k) To lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Institute, tenants, subcontractors and persons undertaking to build on or improve any property in which the Institute is interested, and to give guarantees or become security for any such person, firms or companies.

(l) To borrow or raise money in such manner as the Institute shall think fit, and in particular by the issue of debentures or debenture stock, bonds, obligations and securities of all kinds (perpetual or otherwise) and either redeemable or otherwise and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge or lien upon the whole or any part of the Institute's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Institute of any obligation or liability it may undertake and to purchase, redeem or payoff any such securities.

(m) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(n) To apply for, promote and obtain any Act of the Oireachtas, Provisional Order or License of the Minister for Industry and Commerce or other authority for enabling the Institute to carry any of its objects into effect, or for effecting any modification of the Institute's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Institute's interests.

(o) To enter into any arrangements with any government or authorities (supreme, municipal, local or otherwise) or any companies, firms or persons, that may seem conducive to the attainment of the Institute's objects, or any of them, and to obtain from any such government, authority, corporation, company, firm or person any charters, contracts, decrees, rights, privileges and concessions which the Institute may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(p) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Institute or carrying on any business capable of being carried on so as, directly or indirectly to benefit this Institute. Subject to the provisions of the Companies Acts, 1963 to 2006, the Institute may purchase or otherwise acquire on such terms and in such manner as it thinks fit any shares in the capital of the Institute or its Holding Company.

(q) To act as agents or brokers, and as trustees or as nominee for any person, firm or company, and to undertake and perform subcontracts, and also to act in any of the businesses of the Institute through or by means of agents, brokers, subcontractors, trustees or nominees of

others.

(r) To undertake the office of trustee, executor, administrator, committee, manager, secretary, register, attorney, delegate, substitute, or treasurer and any other offices or situations of trust or confidence, and to perform and discharge the duties and functions incident thereto, and generally to transact all kinds of trusts and agency business either gratuitously or otherwise.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Institute.

(t) To support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Institute or its employees, or may be connected with any town or place where the Institute carries on business; to give pensions, gratuities (to include death benefits) or charitable aid to any persons who may have been officers or employees or ex-officers or ex-employees of the Institute, or, its predecessors in business, or to the spouses, children or other relatives or dependents of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any such person or of their spouses, children or other relatives or dependents.

(u) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Institute, either in cash, by installments or otherwise, or in fully or partly paid up shares of any Institute or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(v) To amalgamate with any other Company whose main objects are to include main objects similar to those of this company.

(w) To purchase or otherwise acquire and carry on the whole or any part of the business, property, goodwill and assets of any Company carrying on or proposing to carry on any business which the Institute is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Institute, or possessed of property suitable for the purposes of the company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamate with or enter into agreements for sharing profits, or for the co-operation, or for limited competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures, or securities, that may be agreed upon, and to hold and retain or sell mortgage and deal with any shares, debentures or securities so received.

(x) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Institute or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisations which may be thought detrimental to the interests of the Institute or its employees and to subscribe to any association or fund for any such purpose.

(y) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, subcontractors or otherwise.

(z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in

Provided always that the provisions of this clause shall be subject to the Institute obtaining where necessary, for the purpose of carrying any of its objects into effect, such license, permit or authority as may be required by law.

3. The liability of the members is limited.

4. Every member of the Institute undertakes to contribute to the assets of the Institute, in the event of the same being wound up while he is a member or within 1 year after he ceases being a member, for payment of the debt and liabilities of the Institute contracted before he ceases 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, such amount as may be required not exceeding €1.00.

5. The income and property of the Institute shall be applied solely towards the promotion of its main objects set forth in this Memorandum of Association. No portion of the Institute's income and property shall be transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Institute. No Director shall be appointed to any office of the Institute paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Institute. However, nothing shall prevent any payment in good faith by the Institute of:

(a) Reasonable and proper remuneration to any member, officer or servant of the company (not being a Director) for any services rendered to the Company; Such services to be directly responsible to and under the guidance of, the Board. The service provider may be requested to attend Board meetings as deemed necessary by the Directors.

(b) Interest at any rate not exceeding 5% per annum on money lent by Directors or other members of the Institute to the Company;

(c) Reasonable and proper rent for premises let by any member of the Institute (including any Director) to the Institute;

(d) Reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Institute; (including any Director) to the Institute;

(e) Fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company.

(f) The Directors hold the right to appoint representatives to sub-committee positions to any fully paid up member of the Institute.

(g) To co-operate with other bodies involved in complementary therapies having main objects similar to or parts similar to those of the Institute and to promote high standards in all aspects of education by providers engaged or to be engaged in the

provision and delivery of Reflexology services.

- (h) As subsidiary and/or ancillary objects to the attainment of such primary objects to do any of the following:
- i) To provide opportunities for the acquisition and dissemination of useful information concerning Reflexology in Ireland and any other country;
  - ii) To review and consider for the benefit of individual members the scope, content or implication of legislative bills, regulatory proposals or questions of local and international regulatory compliance and business ethics with reference to the impact which such matters may have for members;
  - iii) To strive for a high standard of professional conduct among all persons engaged in provision of reflexology;
  - iv) To promote, establish or assist in the promotion or establishment of colleges or other educational establishments for the purposes of research and/or teaching of the subjects specified;
  - v) To purchase, take on lease or in exchange, hire or otherwise acquire any premises to be used as a college, library, offices or lecture room, or any other property real or personal which may be deemed necessary or convenient for any of the purposes of the Institute;
  - vi) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Institute;
  - vii) To print, publish, commission or otherwise acquire any newspapers, periodicals, journals, books, examination papers, circulars or leaflets that the Institute may think desirable for the purpose of its objects;
  - viii) To invest any monies of the Institute not immediately required for any of its objects in such manner as may from time to time be determined;

PROVIDED THAT the Institute shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which, if an object of the Institute, would make it a Trade Union, a trade body or industry representative body and shall not engage in lobbying or public debate to further its views in respect of specific legislation or regulation.

i) The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion of the objects of the Institute, as set forth in this Memorandum and Articles 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 the Members of the Institute,

PROVIDED THAT nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Institute, or to any Member of the Institute, in return for any services actually rendered to the Institute nor prevent the payment of interest at a rate not exceeding five percent per annum on money lent or reasonable and proper rent for premises demised or let by any Member of the Institute; nor shall the foregoing provisions prevent the gratuitous distribution among, or sale at discount to any subscribing member of the Institute of any newspapers, periodicals, journals, books, circulars or other publications, published by the Institute relating to any of its objects above set forth.

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The Regulations contained in Table C of the Companies Acts 1963 to 2006 shall apply to the Company save in so far as they are excluded or verified hereby.

1. **Definitions:** In these Articles :

**"the Act"** means the Companies Act 1963;

**"The Acts"** means the Companies Acts 1963 to 2006;

**"the Directors"** means the Directors for the time being of the Institute or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called; and references to the Board members are to be construed accordingly;

**"Secretary"** means any person appointed to perform the duties of the Secretary of the Company;

**"the Seal"** means the common seal of the Company;

**"the Office"** means the Registered Office for the time being of the Company;

**"The Institute"** means the company whose name appears in the heading to these Articles

**"Electronic Communication"**

means the information communicated or intended to be communicated to a person or public body, other than its originator that is generated, communicated, processed, sent, received, recorded, stored or displayed by electronic means or in electronic form, but does not include information communicated in the form of speech unless the speech is processed at its destination by automatic voice recognition system, and Any reference in this definition or these Articles to "information", "public body", "originator", "electronic" and "person" shall have the same meaning as in Section 2 of the Electronic Commerce Act 2000

**"Electronic Signature"**

means data in electronic form attached to, incorporated in or logically associated with other electronic data and which serves as a method of authenticating the purported originator, and includes an advanced electronic signature;

**"Advanced Electronic Signature"** means an electronic signature -

- a) uniquely linked to the signatory;
- b) capable of identifying the signatory;
- c) created using means that are capable of being maintained by the signatory under his, her or its sole control; and
- d) linked to the data which it relates in such a matter that any subsequent change of the data is detectable:

## **2. INTERPRETATION:**

a) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date which these Articles become binding on the Company.

b) Subject to Article 59 expressions in these Articles referring to execution or signing of any document shall include any mode of execution whether under seal, under hand or any electronic signatures where the use of such has been approved by the Directors and has been consented to in accordance with and otherwise complies with the Electronic Commerce Act 2000

c) Unless the contrary intention appears, words or expressions contained in these Articles will bear the same meaning as in the Acts

d) Unless the contrary is clearly stated, reference to any section of any of the Acts is to such section as same may be amended, extended or re-enacted (whether before or after the date of adoption of these Articles) from time to time.

e) Reference to any legislation or document includes that legislation or document as amended or supplemented from time to time

f) Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations,

g) Headings are inserted for convenience only and do not affect the construction of these Articles

## **MEMBERS**

3. a) The number of members with which the Institute proposes to be registered is 8 but the Directors may from time to time register an increase of members.

b) The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company.

c) The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

## **GENERAL MEETINGS**

4. All general meetings of the Institute shall be held in the island of Ireland.

5. (i) Subject to paragraph (ii), the Institute shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Institute and that of the next.

(ii) So long as the Institute holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 5, the Annual General Meeting shall be held at such time and at such place on the island of Ireland as the Directors shall appoint.

6. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

7. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the island of Ireland sufficient Directors capable of acting to form a quorum any Director or any four (4) members of the Institute may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

### **NOTICE OF GENERAL MEETING**

8. **Length, Contents and Addressees of Notice:** Subject to Sections 133 and 141 of the Act an Annual General Meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Institute (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and in the case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned, to such persons as are under the Articles of the Institute entitled to receive notices from the Institute.

9. **Omission to give Notice:** The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **PROCEEDINGS AT GENERAL MEETING**

10. **Special Business:** All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the re appointment of the retiring Auditors, and the fixing of the remuneration of the Auditors.

11. **Quorum:** No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, four (4) Directors plus twenty five (25) members present in person and entitled to vote shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may deter-

mine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be quorum.

12. **Chairperson of General Meetings:** The Chairperson, if any, of the Board of Directors shall preside as Chairperson at every general meeting of the Institute, or if there is no such Chairperson, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairperson of the meeting. If at any meeting no Director is willing to act as Chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairperson of the meeting.

13. **Adjournment:** The Chairperson may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as , it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

14 **Votes of Members:** At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

(a) By the Chairperson; or

(b) By at least four (4) Board members present in person or by proxy at the discretion of the Board; or

(c) By any member or members present in person or by proxy at the discretion of the Board and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Institute shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

15. Except as provided in Article 20, if a poll is duly demanded it shall be taken in such manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

16. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

17. A poll demanded on the election of a Chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

18 **Resolution in Writing:** Subject to Section 141 of the Act, a resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Institute duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

## **VOTES OF MEMBERS**

19. **Right to Vote:**

Each full member shall have one vote on every resolution in general meeting.

20. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.

21 No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him to the Institute have been paid. Any person attending the meetings shall if called upon prove his or her right to attend and his/her qualifications (If any) to speak or vote by producing his/her membership card or by such other evidence as shall be acceptable to the Secretary or other officer appointed by the Board for this purpose.

22 **Objections:** No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

23. Votes may be given either personally or by proxy at the discretion of the Board of Directors.

24 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

25. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

26. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:

**Irish Reflexologists' Institute Limited**

I / We, \_\_\_\_\_ of in the County of \_\_\_\_\_ Being a member/members of the above

named Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him \_\_\_\_\_ of \_\_\_\_\_

as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as

the case may be) general meeting of the Company to be held on the

day of \_\_\_\_\_ 20 \_\_\_\_\_ and at any adjournment thereof.

Signed this day \_\_\_\_\_ of \_\_\_\_\_ 20 \_\_\_\_\_

\*The form is to be used in favour of/against the resolution.

Unless otherwise instructed, the proxy will vote as he thinks fit.

27. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

28. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETING**

29. Any body corporate which is a member of the Institute may by resolution of its Directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Institute, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Institute.

**ANNUAL SUBSCRIPTION**

30. The Directors shall be entitled from time to time to determine any Annual Subscription to be payable by any member of the Institute. Such subscription shall be payable in advance on the 1st day of September each year. A person becoming a member of the Institute after the 1st day of September in any year may be required by the Directors pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to the 1st day of September in any year that member shall not be entitled to any rebate of his Annual Subscription paid for that year. The terms and conditions attached to the Life Subscriptions shall be determined by the Directors in their absolute discretion from time to time.

The fees are set by the Directors to ensure adequate provision of services provided and to ensure that Institute does not run into deficit at end of each financial year.

## **ADMISSION TO MEMBERSHIP**

31. The Institute award Diplomas to graduates of Accredited Schools who shall be accepted for Registration and Membership. Diplomas awarded by non-accredited schools may also be accepted provided the Reflexologist satisfies the Institute that an acceptable level of training and experience has been reached. All members shall meet the professional standards for the practice of Reflexology set by the Institute. The Board may at its sole discretion set any additional requirements and conditions and create categories of Membership that it may deem necessary or desirable. The Board shall not be required to state its reason if, in its discretion it rejects or defers an application for membership.

The Institute recognises the various methods of Reflexology techniques and does not favour one over the other, providing that an acceptable level of training has been reached.

### **Register of Members:**

The Institute shall hold a Members Register of fully subscribed practicing reflexologists. In addition it will maintain a register of Associate Non-Practicing and Student Members, furthermore it will hold a Register of Graduates trained by Accredited Schools.

- a) The name of every member shall be entered in the register of members
- b) Those persons who are members at the date of the adoption of these Articles will continue to be members of the same class, subject to the provisions of these Articles as to termination of membership
- c) No right or privilege of membership is transferable or transmissible
- d) Associate members of the Institute shall have no right to vote at meetings of the members.
- e) No person other than a person engaged, whether full-time or part-time as a reflexologist
- f) Graduates who wish to renew their membership after a lapse of more than four (4) years must take a refresher course with an Accredited School and present a Certificate of attendance for such a Course before being reinstated.

### **Full Members:**

- g) No person other than the following may be admitted as full members of the Institute.
  - (i) fully qualified practicing reflexologists

Note 1: Professional Indemnity Insurance is required to renew in this category

Note 2: CPD credits are required to renew in this category

Note 3: Members must have graduated from one of the Accredited Schools or approved bodies or have undergone an assessment and / or a Bridging Course or Refresher Course with the Institute.

## **Associate Members:**

- h) No person other than the following may be admitted as associate members of the Institute.
  - (ii) fully qualified non-practicing reflexologists

Note 1: Professional Indemnity Insurance is not required to renew in this category

Note 2: CPD credits not required to renew in this category

## **Student Members:**

- (i) No person other than the following may be admitted as student members of the Institute
  - (iii). students who are currently undergoing training in one of the Institutes' Accredited Schools.

Note: Students are not required to have insurance, however it is advisable.

## **DIRECTORS**

### **32. Number of Board members:**

The number of Directors and the names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association or a majority of them. Unless and until otherwise resolved by the Institute in general meeting, the number of Board members will not be less than four or more than twelve, and if the number is at any time reduced to less than the minimum it will be lawful for the continuing Board members to act as the Board for the purpose of filling vacancies or for convening a general meeting but not for any other purpose.

**33 Remuneration:** The remuneration of the directors shall from time to time be determined by the Institute in general meeting. Such remuneration shall be deemed to accrue from day to day. The directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the Institute or in connection with the business of the Institute.

## **RESIGNATION, CESSATION, AND EXPULSION OF MEMBERSHIP**

### **34. Resignation:**

- (a) A member of any class will be at liberty by notice in writing to the Secretary of the Company resign his membership of the Institute. ii) Members leaving the Institute or its Committees shall have no claim on the Institute, its funds or its equipment.
- (b) Membership of the Institute shall automatically cease on any member's death.
- (c) If any member shall refuse or willfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered him unfit to remain a member of the Institute or shall be injurious to the Institute or if the Directors shall for any other good reason

require that a member shall be expelled from membership provided that he shall have been given notice of the intended resolution for his expulsion and shall have been afforded an opportunity to attend and be heard by the Directors before a decision is taken or of giving orally or in writing to the Directors any explanation or defence as Notice under this Article shall be deemed to have been served if it is sent by post in accordance with the provisions set out in Article 70 of these Articles whether or not it is actually received by the member intended to be served with such notice. Furthermore, the Board at its discretion can re-instate any member whose membership has terminated for any reason, provided such re-instatement is in the interests of the Institute.

35. **Removal by Board:** Any member:

- a) who is convicted of an indictable offence other than one prescribed by the Road Traffic Acts;
- b) who is more than two months in arrears
- c) who has been, and is still, disqualified by the High Court from being a company director
- d) In the event of a complaint being made by a member of the public or a fellow Reflexologist, concerning the behaviour of a Member, the Institute will enact the Disciplinary Procedure.
- e) (Unfit for Membership) Any member who, in the opinion of the Board duly expressed by resolution thereof, has been guilty of conduct which renders him unfit to retain his membership may be removed from the membership by a resolution to that effect by the Board at a meeting convened with notice of intention to consider the case, at which not less than four Board members are present, and of which the member is given at least 14 days' notice and an opportunity to be heard in his own defence either in person or by another, at the meeting.
- f) Effect of Removal or Suspension: A person who has been removed from membership may be re-admitted by the Board at any time as a member of the same class and upon such conditions as the Board may make. The Board of Directors has the power to re-instate any member whose membership has terminated for any reason whatsoever provided such re-instatement is in the interests of the Institute.

## **BORROWING POWERS**

36. Power to borrow: The Directors may exercise all the powers of the Institute to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Institute or of any third party.

## **POWERS AND DUTIES OF DIRECTORS**

37. **Powers to manage the Institute:** The business of the Institute shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Institute, and may exercise all such powers of the Institute as are not by the Act or by these Articles required to be exercised by the Institute in general meetings, subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Institute in general meeting, but no direction given by the Institute in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

38. **Power of Attorney** The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Institute for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

39. **Cheques and other documents:** All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Institute, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

40. The Directors shall cause minutes to be made in books provided for the purpose of :

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Institute, and of the Directors and of committees of Directors.

#### **DISQUALIFICATION OF DIRECTORS**

41. The office of Director shall be vacated if the Director:

- (a) without the consent of the Institute in general meeting holds any office or place of profit under the Institute; or
- (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a Director by reason of any order made under Section 184 of the 1963 Act or section 150 or 160 of the 1990 Act or by reason of any other provision of the law; or
- (d) becomes unsound of mind or found to be lunatic; or
- (e) resigns his office by notice in writing to the Institute; or
- (f) is convicted of an indictable offence (other than an offence under the Road Traffic Act, 1961, or any Act amending the same) unless the Directors otherwise determine; or
- (g) is directly or indirectly interested in any contract with the Institute and fails to declare the nature of his interest in manner required by Section 194 of the Act.
- (h) absents himself/herself from five consecutive meetings of the Board without special leave of absence and the Board thereafter resolves that his/her place be vacated;
- (i) ceases to be a member of the Institute
- (j) is removed from office by notice in writing served upon him signed by at least two-thirds of the other Board members stating that in their opinion he has become incapable of discharging his duties as a Board member or in the view of a majority of the Board acts in a manner inimical to the objects of the Institute or its members.

## **VOTING ON CONTRACTS**

42. A Director may vote in respect of any contract in which he is interested or any matter arising thereout.

## **ROTATION OF DIRECTORS**

43. At the every annual general meeting of the Institute, all the Directors shall retire from office.

44. The Directors elected at AGM shall remain in office for a maximum eligibility of three continuous years in any one post and six continuous years on the Board in any capacity. Election of Board Members shall be by a majority at the AGM. In case of a tie the Chairperson will have the casting vote. The Board shall not consist of more than 20% members involved in Accredited Schools (i.e. as Principal, Teacher, or Assistant). The Chairperson shall not be connected with any Accredited School.

## **CANDIDATES FOR ELECTION**

45. The following are eligible for election to fill vacancies arising under Article 32: A retiring Director shall be eligible for re-election. Subject to this Memorandum and Articles of Association when a Director retires during or at end of the maximum of two consecutive three year terms, they may become eligible for nomination as a Director for a further term after a minimum period of 3 years from date of retirement. This is subject to a vacancy becoming available.

## **ELECTION BY BALLOT:**

- 46.
- (a) If the number of candidates exceeds the number of vacancies, the Board shall send ballot papers, with the notice convening the annual general meeting, to all members entitled to vote at general meetings.
  - (b) Ballot papers shall state the names of all candidates for election to the Board and the number of vacancies to be filled, and shall request members to identify candidates (the number of whom shall equal the number of vacancies) whom they wish to elect.
  - (c) each completed ballot paper shall be placed in an envelope which shall be placed in another envelope, and upon this latter envelope the electing member shall sign his name, and the ballot papers shall be returned in such envelopes to the Office so as to arrive no later than twelve noon on the day before the date appointed for the annual general meeting.
  - (d) The Board shall nominate three scrutineers, two of whom are not Board members, to oversee the ballot.
  - (e) Subject to the requirements of this Article, the form and procedure of the ballot including the contents of the ballot papers shall in all other respects be as determined by the Board.

- (f) If the number of candidates does not exceed the number of vacancies, all the candidates will be deemed to have been elected by ballot.
- (g) The result of the ballot shall be announced at the annual general meeting
- (h) Subject to the requirements of this Article, the form and procedure of the ballot including the contents of the ballot papers shall in all other respects be as determined by the Board.
- (i) If the number of candidates does not exceed the number of vacancies, all the candidates will be deemed to have been elected by ballot.
- (j) The result of the ballot shall be announced at the annual general meeting

47. **Re-election in default of election**

The Institute, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.

48. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than 3 nor more than 21 days before the date appointed for the meeting, there has been left at the office, notice in writing, signed by a Member duly qualified to attend and vote at the meeting for which notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.

49. The Institute may from time to time by ordinary resolution increase or reduce the number of Directors.

50. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for reelection.

51. **Removal by members:**

The Institute may by ordinary resolution of which extended notice has been given in accordance with Section 142 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Institute and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Institute.

52. The Institute may by ordinary resolution appoint another person in place of a Director removed from office. Without prejudice to the powers of the Directors under Article 50 the Institute in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

## **PROCEEDINGS OF DIRECTORS**

53. **General:** The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the Chairperson shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.

54. **Quorum:** The Quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be four (4).

55. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Institute as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Institute, but for no other purpose.

56. **Chairman** The Directors may elect a Chairperson of their meetings and determine the period for which he is to hold office, but, if no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of the meeting.

57. **Committees of the Board:**

(a) The Directors may delegate any of their powers to committees consisting of such member or members of the Boards as they think fit, any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

(b) A committee may elect a Chairperson of its meetings; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be.

(c) A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.

58. **Validity of acts done:** All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

59. **Resolutions in writing:** A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.

## SECRETARY

60. **Appointment:** The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

61. **Dual role:** A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

## THE SEAL

62 **Use of the Seal:** (a)The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

## ACCOUNTS

63. **Books of Accounts:**

The Directors shall cause proper books of account to be kept relating to:

- (a) All sums of money received and expended by the Institute and the matters in respect of which the receipt and expenditure takes place;
- (b) All sales and purchase of goods by the Institute; and
- (c) The assets and liabilities of the Institute.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Institute's affairs and to explain its transactions.

64. **To be kept at the Office:** The books of account shall be kept at the office or, subject to Section 147 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.

65. **Inspection by members:** The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Institute or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the Institute in general meeting.

66. **Compliance with the Acts:** The Directors shall from time to time in accordance with Sections 148, 150, 157 and 158 of the Act cause to be prepared and to be laid before the Annual General Meeting of the Institute such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Institute.

67. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Institute together with a copy of the Directors' report and Auditors' report shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

## **AUDIT**

68. **Auditors:** Auditors shall be appointed and their duties regulated in accordance with Sections 160 to 163 of the Act.

## **NOTICES**

69. **General** A notice may be given by the Institute to any member either personally or by sending it by post to him to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of the notice of the meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. b) by delivering or making the same available in electronic form, whether as an electronic communication or otherwise subject to and in accordance with the provisions of these Articles.

70. **Recipients:** Notice of every General Meeting shall be given in any manner herein before authorised

- (a) Every member;
- (b) Every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (c) The Auditor for the time being of the Institute.

No other person shall be entitled to notices of General Meetings.

## **Use of Electronic Communication**

- (a) Notwithstanding any other provision of these Articles, whenever any person, (including without limitation the Institute, a Director, the Secretary, a member or any officer or person is required or permitted by these Articles or otherwise to give or receive information in writing, such information may be given or received in electronic form, whether an electronic communication or otherwise in such manner or form (and subject to such restrictions as the Board shall determine from time to time in their absolute discretion and subject to the following provisions of this Article.
- (b) Subject to Article 70(c) the manner and form (including any relevant restrictions) of or relating to electronic communications between the Institute, the Board, the officers and the members of the Institute as may be made by the Board at any time and from time to time. The Board may at any time supplement, vary or revoke any such terms and conditions
- (c) The Institute and the Board shall not be compelled to receive or to send electronic

communications or information in electronic form under these Articles or otherwise until such time as the Board shall have advised (pursuant to any terms and conditions of Electronic Communication or otherwise) the recipient or giver (as the case may be) in writing of the means, form and restrictions (if any) by which such information may be sent or received

- (d) The terms and conditions of Electronic Communication issued by the Board pursuant to this Article may include without limitation provisions designed to:
  - (i) ensure the security of electronic communication
  - (ii) establish and authenticate the identity of the giver or recipient, as the case may be, of the information;
  - (iii) record the consent of the giver or recipient of the information by electronic means or in electronic form; and
  - (iv) prescribe the method of determining the date and time at which any electronic communication is to be treated as sent or received
  - (v) For the avoidance of doubt, any giver or recipient of information who has notified the Institute in writing of his/her/its election to give or receive information in electronic form whether as an electronic communication or otherwise may at any time, by notice given in accordance with the terms and conditions of Electronic Communication issued by the Board, elect to give or receive the information in any one of the other forms permitted by these
- iv) prescribe the method of determining the date and time at which any electronic communication is to be treated as sent or received
- (v) For the avoidance of doubt, any giver or recipient of information who has notified the Institute in writing of his/her/its election to give or receive information in electronic form whether as an electronic communication or otherwise may at any time, by notice given in accordance with the terms and conditions of Electronic Communication issued by the Board, elect to give or receive the information in any one of the other forms permitted by these Articles.