

**E**LIZABETH THE SECOND  
by the Grace of God of the United Kingdom of Great Britain and  
Northern Ireland and of Our other Realms and Territories Queen, Head  
of the Commonwealth, Defender of the Faith:

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING!

WHEREAS matters relating to cyber security and the promotion of a skilled professional workforce in this field are the concern of Departments of Our Government:

AND WHEREAS it has been represented to Us that The UK Cyber Security Council, (hereinafter referred to as the “former company”), is a company limited by guarantee in England and Wales and incorporated on 21st August 2020:

AND WHEREAS it has been represented to Us that the work of The UK Cyber Security Council would be enhanced by the grant of a Charter of Incorporation:

AND WHEREAS We having taken the said representations into Our Royal Consideration are minded to grant a Charter containing such provisions as seem to Us right and suitable:

NOW THEREFORE, KNOW YE that We, by virtue of Our Royal Prerogative and of Our especial grace, certain knowledge and mere motion have willed and ordained and do hereby for Us, Our Heirs and Successors, grant and declare as follows:

**THE UK CYBER SECURITY COUNCIL**

**1. INCORPORATION**

The members of the former company as at the date hereof and all other persons who shall, pursuant to this Our Charter and the Bye-laws, become members of the body

corporate hereby constituted, are hereby created and shall forever hereafter be one body corporate by the name of “The UK Cyber Security Council” (hereinafter referred to as “the Council”) and by the same name shall have perpetual succession and a common seal with power to break, alter, vary and make anew the said seal from time to time at their discretion, and by the same name shall and may sue and be sued in all Courts in all manner of actions and proceedings and shall have power to do all other matters and things incidental or appertaining to a body corporate.

**2. DEFINITIONS**

The definitions and rules of interpretation set out in the Bye-laws shall apply to this, Our Charter.

**3. OBJECTS**

- 3.1 The objects for which the Council is established are specifically restricted, for the public benefit, to the protection of the public, critical national infrastructure, commerce, public sector and third sector services and individual personal data from the threat of cyber crime and cyber attack by the creation and maintenance of high standards and best practice in Cyber Security (hereinafter referred to as the “Objects”).
- 3.2 Nothing in this Our Charter or the Bye-laws shall authorise an application of the property of the Council for purposes which are not charitable in



accordance with any statutory provision regarding the meaning of the word “charitable” or the words “charitable purposes” in force in any part of Our United Kingdom.

#### **4. POWERS**

- 4.1 In furtherance of the Objects, but not further or otherwise, the Council has the power to:
  - 4.1.1 develop and implement standards, good practice, codes of conduct and codes of ethics for academic and occupational achievement, competence and commitment, and the requirements for initial and continuing professional development across the Cyber Security profession;
  - 4.1.2 award the individual professional designation of “Chartered Cyber Security Professional” (but no other additional individual Chartered designations unless the Charter is changed to allow it), provided that a minimum qualification standard for Registration as a Chartered Cyber Security Professional shall be specified in the Standards, which must be approved by the Lords of Our Most Honourable Privy Council;
  - 4.1.3 create and maintain registers for Cyber Security professionals (including a register of Chartered Cyber Security Professionals) (the “Registers”), whether separately or in association with one or more other organisations, as may seem desirable to the Council from time to time and as identified in the Standards, and to set admission requirements and conditions for continuing Registration;
  - 4.1.4 modify, extend or add to the Registers as required, and take such action as the Trustees consider necessary to protect the integrity of the Registers and to ensure that the Council’s post-nominal designations are used only by Registrants;
  - 4.1.5 award post nominal descriptors, including for Chartered Cyber Security Professionals (provided that no other post nominal descriptors may include the word “Chartered” unless the Charter is changed to allow it), to Registrants, and to regulate their professional conduct and discipline;
- 4.1.6 admit as Licensees those organisations that demonstrate to the satisfaction of the Council their competence to assess individuals for Registration as Registrants, and which regulate the conduct of their members;
- 4.1.7 audit the performance of Licensees and their compliance with the licensing requirements, including Registrant representation within those requirements, and ensure that processes are in place within Licensees and Members for Registrants’ views to be represented to the Council;
- 4.1.8 in conjunction or collaboration with Licensees, act as the representative body of Our United Kingdom in relation to the international recognition of Registrants and of educational qualifications in Cyber Security and related subjects and disciplines;
- 4.1.9 provide a forum for discussion and exchange of information;
- 4.1.10 organise, fund and maintain schemes for the granting of diplomas, certificates and other awards in the subject of Cyber Security (with or without examination);
- 4.1.11 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- 4.1.12 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 4.1.13 accept (or disclaim) any gift of money, legacy or other property;
- 4.1.14 raise funds by way of subscription, donation or otherwise;
- 4.1.15 trade in the ordinary course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- 4.1.16 establish or purchase companies to carry on any trade;
- 4.1.17 sell, lease or otherwise dispose of all or any part of the Council’s

real or personal property and any and all rights of the Council, subject to such consents as may be required by law;

- 4.1.18 enter into contracts and agreements of any kind, including (without limitation) contracts to provide services to or on behalf of other bodies, or enter into any transaction, or engage in any activity, which is conducive, ancillary or incidental to the attainment of the Objects;
- 4.1.19 borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Council's property and assets, subject to such consents as may be required by law;
- 4.1.20 lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 4.1.21 buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 4.1.22 set aside funds for particular purposes or as reserves against future expenditure;
- 4.1.23 deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- 4.1.24 delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.1.24.1 the Council's investment policy is set down in writing by the Trustees for the Financial Expert;
  - 4.1.24.2 all transactions are reported promptly and regularly to the Trustees;
  - 4.1.24.3 investment performance is reviewed regularly with the

Trustees;

- 4.1.24.4 the delegation arrangement may be cancelled by the Trustees at any time;
- 4.1.24.5 a review of the investment policy and the delegation arrangement shall be carried out at least annually;
- 4.1.24.6 all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- 4.1.24.7 the Financial Expert must not do anything outside the powers of the Council;
- 4.1.25 arrange for the investments or other property of the Council to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in Our United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- 4.1.26 co-operate with other bodies and to exchange information and advice with them;
- 4.1.27 establish or support or aid in the establishment and support of any organisation formed for objects similar to the Objects;
- 4.1.28 enter into partnership or other arrangement with any other body with objects similar to the Objects;
- 4.1.29 acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- 4.1.30 provide or procure the provision of advice;
- 4.1.31 subject to article 5 of this Our Charter and the Bye-laws, employ and remunerate any person or persons as necessary for the proper pursuit of the Objects and make reasonable provision for the payment of pensions and other staff benefit arrangements for employees and their dependents;

- 4.1.32 be a member of any regional, national and/or international organisations formed for objects similar to the Objects;
- 4.1.33 take out such insurance policies as are necessary to protect the Council;
- 4.1.34 provide indemnity insurance for the Trustees or any other officer of the Council in accordance with and subject to the conditions in section 189 of the Charities Act;
- 4.1.35 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.1.36 alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- 4.1.37 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities; and
- 4.1.38 do all such other lawful acts and things as may further the Objects.

## **5. PROPERTY AND INCOME**

- 5.1 The income and property of the Council shall only be applied to promote the Objects.
- 5.2 Except as provided below, no part of the income or property of the Council may be paid or transferred directly or indirectly to any Member. This shall not prevent any payment in good faith by the Council of:
  - 5.2.1 a benefit to any Member in the capacity of a beneficiary of the Council;
  - 5.2.2 subject to the Bye-laws, reasonable and proper remuneration to any Member for any goods or services supplied to the Council;
  - 5.2.3 interest on money lent by a Member to the Council at a reasonable

and proper rate;

5.2.4 reasonable and proper rent for premises demised or let by a Member to the Council; and

5.2.5 any payment to a Member who is also a Trustee which is permitted under the Bye-laws.

## **6. MEMBERS**

- 6.1 The Council shall have such categories of Members as the Trustees shall from time to time prescribe. The categories of Membership, method and terms of admission, rights, privileges and obligations of each of the categories of Membership shall be as prescribed in the Regulations.

## **7. TRUSTEES**

- 7.1 The management and control of the Council shall be vested in a board of Trustees, constituted in accordance with the Bye-laws and the Regulations, who may exercise all or any of the powers of the Council, and may delegate their powers and functions in accordance with the Bye-laws.

## **8. REGULATIONS**

- 8.1 Subject to the provisions of this Our Charter and the Bye-laws, the Trustees may make such regulations as they consider necessary or desirable for the purpose of carrying out the Objects (the "Regulations") and shall specify when such Regulations are to come into effect, provided that such Regulations shall be invalid to any extent to which they are inconsistent with this Our Charter or the Bye-laws.
- 8.2 The Trustees may revoke, amend or add to the Regulations from time to time in force.

## **9. CHARTER CHANGES**

- 9.1 The Council may, by Special Resolution, revoke, amend or add to any provisions of this Our Charter, or any Supplemental Charter which may be granted hereafter to the Council, provided that no revocation, amendment or addition shall be made which shall cause the Council to cease to be a charity at law. When allowed by Us, Our Heirs or Successors

in Council, any such revocation, amendment or addition shall become effectual so that this Our Charter shall thenceforth continue and operate as though it had been originally granted and made accordingly.

9.2 This article 9 shall apply to this Our Charter, and to any Supplemental Charter granted to the Council, as revoked, amended or added to in the above manner.

#### 10. BYE-LAW CHANGES

10.1 The Council may, by Special Resolution, revoke, amend or add to the Bye-laws for the time being in force.

10.2 No revocation, amendment or addition to the Bye-laws shall be effective unless and until it has been approved by the Lords of Our Most Honourable Privy Council, of which approval a certificate under the hand of the Clerk of Our said Privy Council shall be conclusive evidence.

#### 11. SURRENDER OF CHARTER

11.1 The Council may by Special Resolution resolve to surrender this Our Charter and any Supplemental Charter granted to the Council, subject to the sanction of Us, Our Heirs or Successors in Council upon such terms as We or They may think fit.

11.2 If on the winding up or dissolution of the Council there shall remain

after the satisfaction of all debts and liabilities any property whatsoever then it shall not be given to or distributed among the Members or any of them but, subject to any special trusts affecting any of the property, shall be given and transferred to some other charitable institution or institutions with charitable objects similar to the Objects and which prohibits the distribution of its income and property to at least the same extent as specified in this Our Charter, such charitable institution or institutions to be determined by the passing of a Special Resolution at or before the time of dissolution.

AND it is Our Royal Will and Pleasure that this Our Charter shall ever be construed benevolently and in every case most favourably to the Council and the promotion of the Objects.

IN WITNESS whereof We have caused these Our Letters to be made Patent.

WITNESS Ourselves at Westminster the **third**

day of **March two thousand and twenty-two**

in the **seventy-first** year of Our Reign

BY WARRANT UNDER THE QUEEN'S SIGN MANUAL

# SCHEDULE

## BYE-LAWS OF THE UK CYBER SECURITY COUNCIL

### 1. INTERPRETATION

1.1 In the Charter, the Bye-laws and the Regulations, unless the context requires otherwise, the following terms shall have the following meanings:

**‘AGM’** an annual general meeting of the Council;

**‘Business Day’** any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**‘Bye-laws’** the Bye-laws of the Council as adopted and amended from time to time in accordance with article 10 of the Charter;

**‘Charities Act’** the Charities Act 2011;

**‘Charter’** the Royal Charter of The UK Cyber Security Council as amended or added to from time to time, and all Supplemental Charters for the time being in force;

**‘Council’** has the meaning given in article 1 of the Charter;

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

**‘Clear Days’** a period of days not including the day on

which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

**‘Conflict’** any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to any personal financial interest) that conflicts or possibly might conflict, with the interests of the Council or which conflicts or possibly might conflict with that Trustee’s duty to act solely in the interests of the Council;

**‘Conflicted Trustee’** a Trustee in respect of whom a Conflict exists;

**‘Connected Person’** any person falling within one of the following categories:

(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or

(b) the spouse or civil partner of any person in (a); or

(c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or

(d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;

(e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Bye-law;

**‘Cyber Security’** the protection of information systems (hardware, software and associated infrastructure), the data on them, and the services they provide, from unauthorised access, harm or misuse, including harm caused intentionally by the operator of the system, or accidentally, as a result of failing to follow security procedures;

**‘document’** includes, unless otherwise specified, any document sent or supplied in electronic form;

<b>‘electronic form’</b>	a document or information sent or supplied by electronic means or by any other means while in an electronic form (for example, sending a disk by post);	<b>‘Licensee’</b>	has the meaning given in Bye-law 5.5;		
<b>‘electronic means’</b>	(a) sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data; and  (b) entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means;	<b>‘Member’</b>	a person who is admitted to Membership in accordance with Bye-law 2.1;	<b>‘Standards’</b>	proxy in accordance with the Regulations) and entitled to vote; and  (b) in respect of a written resolution, this means a resolution passed by Members representing not less than 75% of the total voting rights of all Members who are entitled to vote;
<b>‘Financial Expert’</b>	a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;	<b>‘Membership’</b>	membership of the Council, which confers the right to attend and vote at general meetings;	<b>‘Subsidiary’</b>	any company in which the Council:  (a) holds more than 50% of the shares; or  (b) controls more than 50% of the voting rights attached to the shares; or  has the right to appoint one or more director(s) to the company;
<b>‘former company’</b>	has the meaning given in the recitals to the Charter;	<b>‘Objects’</b>	has the meaning given in article 3 of the Charter;	<b>‘Supplemental Charter’</b>	a Supplemental Charter of the Council;
<b>‘general meeting’</b>	a meeting of the Members, and unless stated otherwise, all references in the Bye-laws to “general meetings” include an AGM;	<b>‘Potential Registrant’</b>	an individual who may be interested in becoming a Registrant;	<b>‘Supplier’</b>	has the meaning given in Bye-law 13.4.1.1;
		<b>‘Registers’</b>	has the meaning given in article 4.1.2 of the Charter;	<b>‘Trustee’</b>	the persons with the general control and management of the administration of the Council, and who are the “charity trustees” as that
		<b>‘Registrant’</b>	an individual registered on the Registers;		
		<b>‘Registration’</b>	the entering of a Registrant in the Registers;		
		<b>‘Regulations’</b>	has the meaning given in article 8.1 of the Charter;		
		<b>‘Special Resolution’</b>	a resolution passed by a majority of not less than 75% of the Members, provided that:  (a) in respect of a general meeting, this means a resolution passed by a majority of not less than 75% of the votes cast by those Members attending (in person or by a validly appointed		

- term is defined in section 177 of the Charities Act;
- ‘Un-conflicted Trustee’** means the Trustees who do not have a Conflict in relation to the matter in question;
- ‘United Kingdom’** Great Britain and Northern Ireland; and
- ‘writing’** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 1.2 The Bye-laws shall be read as supplemental to the Charter and construed accordingly. In case of any inconsistency between the Charter and the Bye-laws, the Charter shall in all cases prevail.
- 1.3 Headings in the Charter and the Bye-laws are used for convenience only and shall not affect the construction or interpretation of the Charter or the Bye-laws.
- 1.4 A reference in the Bye-laws to a “Bye-law” is a reference to the relevant provision of these Bye-laws unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it

is in force from time to time, taking account of:

- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. MEMBERSHIP

- 2.1 The Trustees shall admit to Membership an individual who or an organisation which:
- 2.1.1 is eligible for Membership in accordance with the Regulations;
- 2.1.2 applies to the Council using the application process approved by the Trustees;
- 2.1.3 is approved by the Trustees; and
- 2.1.4 if applicable, pays any required subscription as set out in the Regulations.
- 2.2 The Trustees:
- 2.2.1 may require applications for Membership to be made in any reasonable way that they decide;
- 2.2.2 shall, if they approve an application for Membership, notify the applicant

of their decision within 45 Business Days;

- 2.2.3 may in their absolute discretion refuse an application for Membership if they believe that it is in the best interests of the Council to do so or if the applicant falls within one of the categories set out in Bye-law 3.1;
- 2.2.4 shall, if they decide to refuse an application for Membership, provide the applicant with reasons for the refusal in writing within 45 Business Days of taking the decision, and give the applicant the opportunity to appeal against the refusal; and
- 2.2.5 shall give fair consideration to any such appeal, and shall inform the applicant in writing of their decision, which shall be final.
- 2.3 The Council shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
- 2.4 Membership is not transferable, except in the case of an individual or corporate body holding Membership as a representative of an organisation which is not incorporated, whose Membership may be transferred to a new representative upon written notice being provided by the relevant organisation to the Council.
- 2.5 It is the duty of each Member to exercise his or her or its powers as a Member in the way he or she or it decides in good faith would be most likely to further the Objects.

- 2.6 There shall be categories of Membership as set out in the Regulations, and the Trustees may in their absolute discretion decide to transfer a Member from one category of Membership to another.
- 2.7 The Trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members. References in the Bye-laws to “Members” and “Membership” do not apply to non-voting members, and non-voting members do not qualify as Members for any purpose.

### 3. TERMINATION OF MEMBERSHIP

- 3.1 A person shall automatically cease to be a Member if:
- 3.1.1 that person ceases to be eligible in accordance with the Regulations;
- 3.1.2 that person dies (being an individual) or, if that person is an organisation or a representative of any organisation which is not incorporated, if that organisation ceases to exist;
- 3.1.3 that person resigns by giving notice to the Council in writing, unless the resignation would cause there to be fewer than four Members;
- 3.1.4 any subscription or other sum payable by the Member to the Council remains unpaid within six months of falling due and the Council notifies the Member in writing of the termination of their Membership;
- 3.1.5 that person is removed from Membership by a resolution of the Trustees that it is in the best interests of the Council that their Membership is terminated. Such a resolution may not be passed unless:
- 3.1.5.1 the Member has been given at least 21 Clear Days’ notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
- 3.1.5.2 the Member or, at the option of the Member, the Member’s representative (who need not also be a Member) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The Trustees must consider any representations made by the Member (or the Member’s representative) and inform the Member of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to

terminate the Membership of a Member.

- 3.2 A Member removed from Membership by a resolution under Bye-law 3.1.5 shall remain liable to pay to the Council any subscription or other sum owed by them and shall not be entitled to a refund of any subscription or other sum paid by them to the Council.

### 4. GENERAL MEETINGS

- 4.1 The Council may, but need not, hold an AGM each year. Where an AGM is called, notice shall be given in accordance with the Regulations.
- 4.2 The Trustees may call other general meetings at any time.
- 4.3 All general meetings shall be called on a minimum of 14 Clear Days’ notice, which shall be given in accordance with the Regulations. Notice of a general meeting must be sent to every Member and every Trustee.
- 4.4 A general meeting may be called on shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the general meeting, being a majority who together hold not less than 90% of the total voting rights.
- 4.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Council.

- 4.6 No report of the proceedings at any general meeting shall be taken or published except with the prior written consent of the Trustees.
- 4.7 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 4.8 Only Members shall be entitled to vote at general meetings and every Member shall have one vote on each resolution proposed at a general meeting. The proceedings of, and voting processes for, general meetings shall be set out in the Regulations.

## 5. REGISTRATION

- 5.1 The Council shall publish Standards to be met by a Potential Registrant in order to be considered for Registration, and which a Registrant must continue to meet for their Registration to continue (the "Standards").
- 5.2 The Standards shall specify the standards required in respect of each of the categories of Registration.
- 5.3 The Trustees shall form a committee, which must report to the Trustees, and which shall be responsible for the day-to-day running of the Registers, the admission and exclusion of Registrants and for monitoring Licensee compliance with all applicable regulations, processes and the Registration Standards.
- 5.4 The Trustees shall cause the name of each Registrant to be entered in the Registers upon payment of such entry fee (as shall from time to time be prescribed by the Trustees).

The Registers shall contain such information about Registrants as the Trustees shall in their absolute discretion determine.

- 5.5 The Council may at any time authorise an organisation (a "Licensee") to:
  - 5.5.1 assess Potential Registrants against the relevant Standards required for entry to the Registers; and
  - 5.5.2 recommend Potential Registrants who meet the required Standards to be entered on the Registers, and shall publish regulations setting out the requirements in order for an organisation to become a Licensee.
- 5.6 Any Registrant may receive, at their request, and upon payment of a fee prescribed from time to time by the Trustees, a document certifying that they are a registered Cyber Security Professional and stating their Registration grade. This certificate shall remain the property of the Council and shall be immediately delivered by its holder to the Council upon written demand.

## 6. TRUSTEES

- 6.1 The number of Trustees shall not be less than three, and shall not be more than twelve. Trustees shall be appointed in accordance with the procedure set out in the Regulations.
- 6.2 If the number of Trustees falls below three, the remaining Trustees may only act to:
  - 6.2.1 appoint further Trustees in accordance with the procedure set out in the Regulations;

- 6.2.2 circulate a written resolution to the Members in accordance with the Regulations; and/or

- 6.2.3 call a general meeting.

- 6.3 A Trustee may not appoint an alternate or deputy or anyone else to act on their behalf at meetings of the Trustees.

## 7. POWERS OF TRUSTEES

- 7.1 Subject to the Charter, the Bye-laws and the Charities Act, the Trustees shall be responsible for the management of the Council's business and may exercise all the powers of the Council for that purpose.
- 7.2 No alteration of the Charter, the Bye-laws or the Regulations shall invalidate any prior act of the Trustees.
- 7.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

## 8. APPOINTMENT OF TRUSTEES

- 8.1 Any person who is willing to act as a Trustee, is not an employee of the Council, and who is permitted by law to do so, may be appointed to be a Trustee in accordance with the procedure set out in the Regulations, provided that the appointment of a Trustee must not cause the maximum number of Trustees to be exceeded.
- 8.2 A person may not act as a Trustee until they have expressly acknowledged, in whatever way the Trustees decide, their acceptance of the office of Trustee and confirmation that

they meet the eligibility criteria and are not subject to automatic termination of their trusteeship under Bye-law 9.1.

- 8.3 All Trustees shall be appointed for a term of office of three years or less, at the end of which they shall retire in accordance with the Regulations.
- 8.4 No Trustee shall serve for more than three consecutive terms of office, unless the Trustees consider that it would be in the best interests of the Council for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the procedure set out in the Regulations. In the absence of such a decision, any Trustee who has completed three consecutive terms of office shall not be eligible for reappointment for a fourth consecutive term of office, but may be appointed after an interval of at least three years.
- 8.5 In any case where, as a result of death, the Council has no Members and no Trustees, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Trustee.
- 8.6 For the purposes of Bye-law 8.5, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

## **9. DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 9.1 A Trustee shall cease to hold office if they:

- 9.1.1 are prohibited by law from being a company director or are disqualified from acting as a charity trustee;
- 9.1.2 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 9.1.3 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 9.1.4 resign by written notice to the Council, provided that at least three Trustees will remain in office once the resignation takes effect;
- 9.1.5 are absent from all the meetings of the Trustees held within a period of six consecutive months, without the permission of the Trustees, and the Trustees resolve that their office be vacated; or
- 9.1.6 are removed from office by a resolution of the Trustees that it is in the best interests of the Council that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:
- 9.1.6.1 the Trustee has been given at least 14 Clear Days' notice in writing of the meeting of the Trustees at which the

resolution will be proposed and the reasons why it will be proposed; and

- 9.1.6.2 the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the office of a Trustee.

## **10. PROCEEDINGS OF TRUSTEES**

- 10.1 Subject to the Charter and Bye-laws, the Trustees may regulate their proceedings as they think fit.
- 10.2 The Trustees shall meet at least four times a year. The Regulations shall specify the procedure for Trustees' meetings, including calling meetings, the required quorum for meetings, participation in meetings, chairing meetings, voting and decision-making.
- 10.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:

- 10.3.1 the appointment of any such Trustee or person acting as a Trustee was defective;
- 10.3.2 any or all of them were disqualified; or
- 10.3.3 any or all of them were not entitled to vote on the matter.

#### **11. DELEGATION BY TRUSTEES**

- 11.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Trustees.
- 11.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Council to any person or committee.
- 11.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
  - 11.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
  - 11.3.2 no expenditure or liability may be incurred on behalf of the Council except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 11.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.

- 11.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Bye-laws and Regulations which govern the taking of decisions by Trustees.
- 11.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 11.7 The Trustees may revoke or alter a delegation at any time.
- 11.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

#### **12. CONFLICTS OF INTERESTS**

- 12.1 A Trustee must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any written resolution of the Trustees, the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Council or in any transaction or arrangement entered into by the Council which has not previously been declared.
- 12.2 A Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:
  - 12.2.1 absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to

provide information to assist the Un-conflicted Trustees in their discussions; and

- 12.2.2 be absent during any vote and have no vote on the matter whether at a meeting or by written resolution of the Trustees, and shall not be counted in the quorum for that part of the discussion.
- 12.3 A Trustee, notwithstanding his or her office or that such situation or interest may conflict with the interests of or his or her duties to the Council, may:
  - 12.3.1 subject to Bye-law 13, from time to time hold office as a director or other officer of any Subsidiary; and
  - 12.3.2 make full disclosure of any information relating to the Council to the Subsidiary (or anyone acting on behalf of the Subsidiary, including its advisers) provided that such disclosure shall only be made to a Subsidiary with the consent of a majority of the Trustees, and a Trustee who has an interest under this Bye-law will declare to the other Trustees the nature and extent of his or her interest as soon as practicable after such interest arises.
- 12.4 If a Conflict arises for a Trustee because of a duty of loyalty owed to another organisation or person and that Conflict is not authorised by virtue of any other provision in the Charter or the Bye-laws, the Un-conflicted

Trustees may authorise that Conflict where the following conditions apply:

- 12.4.1 the Conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 12.4.2 the Conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting;
  - 12.4.3 the Un-conflicted Trustees consider it is in the interests of the Council to authorise the Conflict in the circumstances applying; and
  - 12.4.4 the Conflict does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.
- 12.5 Any authorisation of a Conflict under Bye-law 12.4:
- 12.5.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 12.5.2 may impose upon the Conflicted Trustee such other terms for the purposes of dealing with the Conflict as the Un-conflicted Trustees think fit; and

12.5.3 may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Council, or to use it in relation to the Council's affairs where to do so would amount to a breach of that confidence.

12.6 Where the Un-conflicted Trustees authorise a Conflict under Bye-law 12.4, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.

12.7 The Trustees may revoke or vary any authorisation given under Bye-law 12.4 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.

### **13. BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS**

13.1 A Trustee:

13.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Council;

13.1.2 may benefit from trustee indemnity insurance purchased by the Council

in accordance with section 189 of the Charities Act;

13.1.3 may receive payment under an indemnity from the Council in the circumstances set out in Bye-law 18; and

13.1.4 may not receive any other benefit or payment from the Council unless it is authorised by the Charter or this Bye-law 13.

13.2 Unless the benefit or payment is permitted under Bye-law 13.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

13.2.1 buy any goods or services from the Council on terms preferential to those applicable to members of the public;

13.2.2 sell goods, services, or any interest in land to the Council;

13.2.3 be employed by, or receive any remuneration from the Council; or

13.2.4 receive any other financial benefit from the Council.

13.3 A Trustee or a Connected Person may:

13.3.1 receive a benefit from the Council in the capacity of a beneficiary of the Council provided that a majority of the Trustees do not benefit in this way;

13.3.2 enter into a contract for the supply of services, or of goods that are supplied

- in connection with the provision of services, to the Council where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
- 13.3.3 subject to Bye-law 13.4, enter into a contract for the supply of goods to the Council that are not supplied in connection with services provided to the Council by the Trustee or Connected Person;
- 13.3.4 receive reasonable and proper rent for premises let to the Council;
- 13.3.5 receive interest at a reasonable and proper rate on money lent to the Council;
- 13.3.6 take part in the normal trading and fund-raising activities of the Council on the same terms as members of the public; and
- 13.3.7 receive or retain any payment for which prior written authorisation has been obtained from the Charity Commission.
- 13.4 The Council and its Trustees may only rely on the authority provided by Bye-law 13.3.3 if each of the following conditions is satisfied:
- 13.4.1 the amount or maximum amount of the payment for the goods:
- 13.4.1.1 is set out in an agreement in writing between the Council and the Trustee or Connected Person supplying

- the goods (the "Supplier") under which the Supplier is to supply the goods in question to the Council; and
- 13.4.1.2 does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- 13.4.2 the other Trustees are satisfied that it is in the best interests of the Council to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
- 13.4.3 the Supplier:
- 13.4.3.1 is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Council by them;
- 13.4.3.2 does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
- 13.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Bye-law 13.

- 13.5 In Bye-law 13.3 and Bye-law 13.4, the "Council" includes any Subsidiary.

#### **14. SECRETARY**

- 14.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.
- 14.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by the Charter and the Bye-laws.

#### **15. MINUTES**

- 15.1 The Trustees shall cause the Council to keep the following records in writing and in permanent form for at least ten years from the date of the relevant meeting, resolution or decision (as appropriate):
- 15.1.1 minutes of proceedings at general meetings;
- 15.1.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- 15.1.3 copies of resolutions of the Members and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
- 15.1.4 particulars of appointments of officers made by the Trustees.

- 15.2 Trustees may inspect any of the above records at any time.
- 15.3 Any Member may require a copy of any of the records specified in Bye-law 15.1.1 and 15.1.3 on payment of such fee as may be prescribed by the Trustees.

#### **16. SEAL**

- 16.1 The seal, if any, may only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees.
- 16.2 The Trustees may determine by what means and in what form the seal is to be used.
- 16.3 Unless otherwise decided by the Trustees, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 16.4 For the purposes of this Bye-law, an authorised person is:
  - 16.4.1 any Trustee; and
  - 16.4.2 any person authorised by the Trustees for the purpose of signing documents to which the seal is applied.

#### **17. RECORDS AND ACCOUNTS**

- 17.1 The Trustees shall comply with the requirements of the Charities Act as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Charity Commission of information required by law, including:
  - 17.1.1 annual reports;

- 17.1.2 annual returns; and
- 17.1.3 annual statements of account.

- 17.2 Accounting records relating to the Council must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 17.3 A copy of the Council's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Council's reasonable costs of fulfilling the request, within two months of such request.

#### **18. INDEMNITY**

- 18.1 Subject to Bye-law 18.2, but without prejudice to any indemnity to which they may otherwise be entitled:
  - 18.1.1 every Trustee or former Trustee shall be indemnified out of the assets of the Council in relation to any liability they incur in that capacity; and
  - 18.1.2 every other officer or former officer of the Council may be indemnified out of the assets of the Council in relation to any liability they incur in that capacity.
- 18.2 Bye-law 18.1 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Charities Act or by any other provision of law and any such indemnity is limited accordingly.

- 18.3 No Trustee shall be liable for any loss to the Council except in relation to loss caused by his or her wilful fraud, wrongdoing or wrongful omission.