

Company No. 205110

The Companies Acts 1985, 1989 and 2006

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

The Royal Institute of Philosophy

Incorporated on: 6th April 1925



Ref: NPB

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COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF THE ROYAL INSTITUTE OF PHILOSOPHY

(as amended by special resolution dated 16 January 2009)

1 NAME

1.1 The name of the Charity is The Royal Institute of Philosophy.

2 REGISTERED OFFICE

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

3 OBJECT

3.1 The Object is to advance the education of the public in the subject of philosophy by:

3.1.1 organising and promoting the teaching, discussion, and research in the subject of Philosophical Studies;

3.1.2 providing opportunities for the study of Philosophy and any subject cognate or allied to the study of Philosophy;

3.1.3 arranging lectures, class teaching, seminars, public meetings, conferences and discussions;

3.1.4 establishing, controlling, managing and carrying on colleges, halls, schools, lecture rooms and opportunities for study and research;

3.1.5 establishing and awarding professorships, fellowships, lectureships, readerships, scholarships, exhibitions, prizes, granting certificates and conducting examinations in connection with Philosophical subjects.

3.1.6 promoting and undertaking such other activities which promote the Object and which the Executive Committee in their absolute discretion determine.

4 POWERS

4.1 The Charity has the following powers, which may be exercised only in promoting the Object:

4.1.1 to promote or carry out research;

4.1.2 to provide facilities for the formation and meetings of branches clubs and societies;

4.1.3 to provide advice;

4.1.4 to publish or distribute information;

- 4.1.5 to co-operate with other bodies;
- 4.1.6 to support, administer or set up other charities and administer third party funds;
- 4.1.7 to raise funds (but not by means of taxable trading);
- 4.1.8 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993 and the Charities Act 2006);
- 4.1.9 to acquire or hire property of any kind;
- 4.1.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.1.11 to make grants or loans of money and to give guarantees;
- 4.1.12 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.13 to deposit or invest in funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.1.14 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Executive Committee;
 - (b) every transaction is reported promptly to the Executive Committee;
 - (c) the performance of the investments is reviewed regularly by the Executive Committee;
 - (d) the Executive Committee are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Executive Committee on receipt, and
 - (g) the financial expert must not do anything outside the powers of the Executive Committee;
- 4.1.15 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Executive Committee or of a financial expert acting under their instructions, and to pay any reasonable fee required;

- 4.1.16 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 4.1.17 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.18 to pay for indemnity insurance for the members of the Executive Committee;
- 4.1.19 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.1.20 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.21 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.1.22 to pay the costs of forming the Charity; and
- 4.1.23 to do anything else within the law which promotes or helps to promote the Object.

5 BENEFITS TO MEMBERS AND MEMBERS OF THE EXECUTIVE COMMITTEE

- 5.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the members but (subject to the restrictions in sections 73A to 73C of the Charities Act 1993):
 - 5.1.1 members who are not members of the Executive Committee may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2 members (including members of the Executive Committee) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 members (including members of the Executive Committee) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - 5.1.4 individual members (including members of the Executive Committee) may receive charitable benefits in that capacity.
- 5.2 A member of the Executive Committee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in clauses 4.1.18 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), or 5.1.4 (charitable benefits);
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

- 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
 - 5.2.6 A member of the Executive Committee may not be an employee of the Charity
- 5.3 Whenever a member of the Executive Committee has a conflict of interest in a matter to be discussed at a meeting of the Executive Committee or a committee, he or she must:
- 5.3.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.3.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.3.3 not be counted in the quorum for that part of the meeting; and
 - 5.3.4 be absent during the vote and have no vote on the matter.
- 5.4 This clause may not be amended without the written consent of the Commission in advance.

6 LIMITED LIABILITY

- 6.1 The liability of members is limited.

7 GUARANTEE

- 7.1 Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay a sum not exceeding £1 towards the payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member payment of the costs and expenses of winding up and adjustment of the rights of the contributories among themselves.

8 DISSOLUTION

- 8.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;
 - 8.1.2 directly for the Object or for charitable purposes which are within or similar to the Object; or
 - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 8.2 A final report and statement of account must be sent to the Commission.

9 INTERPRETATION

- 9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.
- 9.2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We wish to be formed into a company under this Memorandum of Association:

NAMES & ADDRESSES OF SUBSCRIBERS SUBSCRIBERS' SIGNATURES

S. ALEXANDER, 24, Brunswick Road, Withington, Manchester; M.A., LL.D., F.B.A., late Professor of Philosophy in the University of Manchester.

E. GARCKE, Ditton House, near Maidenhead; M.I.E.E., President of the British Electrical Federation.

W.L. HICHENS, 3 Central Buildings, Westminster, S.W.1; Chairman of Cammell Laird and Co., Ltd.

L.T. HOBHOUSE, 15 Berkeley Place, Wimbledon, S.W.19; M.A., D.Litt., LL.D., Martin White Professor of Sociology in the University of London.

LYNDEN MACASSEY, 24 Sloane Gardens, S.W.1; K.B.E., K.C., M.A., LL.D., D.Sc., President of the Institute of Transport.

RHONDDA, 15 Chelsea Court, S.W.3; Coalowner.

S.E. HOOPER, Cookham Dean, Berks; Master of Arts.

Dated the 31st day of March, 1925.

Witness to the Signature of SAMUEL ALEXANDER -

H.J. LASKI

16 Warwick Gardens, London

University Teacher

Witness to the Signature of EMILE GARCKE -

E.S. HERBERT,

Alder House, E.C.1,

Solicitor

Witness to the Signature of WILLIAM LIONEL HICHENS -

E.S. HERBERT.

Witness to the Signature of LEONARD TRELAWNEY HOBHOUSE -

E.S. HERBERT.

Witness to the Signature of SIR LYNDEN MACASSEY -

E.S. HERBERT.

Witness to the Signature of VISCOUNTESS RHONDDA -

E.S. HERBERT.

Witness to the Signature of SYDNEY ERNEST HOOPER -

E.S. HERBERT.

Footnote:

* The name of the Institute was formerly:

1. "The British Institute of Philosophical Studies ": name changed on 22nd August 1931 by Special Resolution passed on 29th July 1931 and
 2. "The British Institute of Philosophy": name changed on 24th October 1947 by Special Resolution passed on 2nd October 1947.
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COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF THE ROYAL INSTITUTE OF PHILOSOPHY

(as amended by special resolution dated 2008)

1 MEMBERSHIP

- 1.1 The Charity must maintain a register of members.
- 1.2 The number of members of the Charity shall be at least 50 and they are together known as the Council.
- 1.3 Membership of the Charity shall be for a renewable term of up to 5 years.
- 1.4 Membership of the Charity is open to any individual interested in promoting the Object who:
- 1.4.1 applies to the Charity in the form required by the Council;
 - 1.4.2 is approved by the Council for a fixed term of up to 5 years (and the Council will approve a further term of a member to enable the member to complete his/her term as a member of the Executive Committee);
 - 1.4.3 subscribes to a journal of the Charity; and
 - 1.4.4 signs the register of members or consents in writing to become a member.
- 1.5 The Executive Committee may establish different classes of membership (including informal membership), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1.6 Membership is terminated if the member concerned:
- 1.6.1 gives written notice of resignation to the Charity;
 - 1.6.2 dies;
 - 1.6.3 is more than three months in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or
 - 1.6.4 is removed from membership by resolution of the Council on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. Only the Council may pass such a resolution:
 - 1.6.4.1 after giving the member at least 21 days notice of the meeting at which removal of the member will be considered and giving the member the opportunity to be heard;

1.6.4.2 where at least 50 per cent of the members of the Council attend the meeting; and

1.6.4.3 the resolution has the support of not less than 75 per cent of the members the Council present and voting at the meeting.

1.7 Membership of the Charity is not transferable.

2 GENERAL MEETINGS

2.1 Members are entitled to attend general meetings either personally or by proxy. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed.

2.2 There is a quorum at a general meeting if the number of members present in person or by proxy is at least 7.

2.3 The Chair or Vice-Chair or (if the Chair or Vice-Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

2.4 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast.

2.5 Every member present in person or by proxy has one vote on each issue.

2.6 The Executive Committee may call a general meeting and, on the requisition of the members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Companies Act 2006.

2.7 The Charity must hold an AGM in every year.

2.8 At an AGM the members:

2.8.1 receive the accounts of the Charity for the previous financial year;

2.8.2 receive the Executive Committee's report on the Charity's activities since the previous AGM;

2.8.3 accept the retirement of members of Council who wish to retire or who are retiring by rotation;

2.8.4 approve members of the Council to fill vacancies and fix their term of membership;

2.8.5 accept the retirement of those members of the Executive Committee who wish to retire or who are retiring by rotation;

2.8.6 elect members of the Executive Committee to fill the vacancies arising;

2.8.7 elect a Chair and Vice-Chair to serve on the Executive Committee;

2.8.8 appoint auditors for the Charity;

- 2.8.9 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President and Honorary Member of the Charity; and
- 2.8.10 may discuss and determine any issues of policy or deal with any other business put before them by the Executive Committee.

3 VOTING

- 3.1 Every notice of a general meeting must include a prominent statement of the right to appoint a proxy that complies with the requirements of the Companies Act 2006.
- 3.2 Any member entitled to attend and vote at any meeting of the Charity shall be entitled to appoint another person (whether a member or not) as his proxy to speak attend and vote (by a show of hands or poll) in his place.
- 3.3 The instrument appointing a proxy shall be in writing signed by the member making the appointment and shall be in the following form or in any other form the Trustees may approve:

"[Name of Charity]

I/We,, of, being a member/members of the above-named charitable company, hereby appoint of, or failing him, of, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company to be held on 20....., and at any adjournment thereof.

Signed on 20.....".

- 3.4 The appointment of a proxy and any authority under which it is executed (or a copy of such authority certified by a notary or in some other way approved by the Trustees) may:
- 3.4.1 in the case of an instrument in writing be deposited at the office or at such other place within the United kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to 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
- 3.4.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
- (a) in the notice convening the meeting, or
 - (b) in any instrument of proxy sent out by the Charity in relation to the meeting, or
 - (c) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting,
- be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

3.4.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

3.4.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

In this article, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

3.4.5 Each proxy received by the Charity shall expire on the earlier of

- (a) receipt by the Charity of any replacement proxy,
- (b) the date such member ceases to be a member of the Charity; or
- (c) twelve months from the date of its execution.

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

3.4.7 No objection shall be raised to the qualification of any member or proxy to vote or demand a poll except at the meeting or adjourned meeting at which the vote, or demand for a poll, objected to is tendered, and every vote, or poll, not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

4 THE MEMBERS OF THE EXECUTIVE COMMITTEE

4.1 The members of the Executive Committee as charity trustees have control of the Charity and its property and funds.

4.2 The Executive Committee when complete consist of at least 10 and not more than 15 individuals, all of whom must be members.

4.3 Every member of the Executive Committee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Executive Committee..

4.4 Members of the Executive Committee may serve up to 10 years in any 15 year period. Terms served as Chair and/or Vice-Chair shall not count towards the calculation of an Executive Committee member's term of service. An Executive Committee member's term as a member of Council shall be automatically extended to enable that member to complete his or her appointed term as a member of the Executive Committee.

4.5 A retiring member of the Executive Committee who remains qualified may be reappointed.

- 4.6 A member of the Executive Committee's term of office automatically terminates if he or she:
- 4.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;
 - 4.6.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 4.6.3 is absent without notice from 2 consecutive meetings of the Executive Committee and is asked by two thirds of the other members of the Executive Committee to resign;
 - 4.6.4 ceases to be a member;
 - 4.6.5 resigns by written notice to the Secretary, but only if at least two members of the Executive Committee will remain in office;
 - 4.6.6 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the member of the Executive Committee concerned and considered the matter in the light of any such views.
- 4.7 The Executive Committee may at any time co-opt any individual member of the Council to fill a vacancy in their number or as an additional member of the Executive Committee, but a co-opted member of the Executive Committee holds office only until the next AGM.
- 4.8 A technical defect in the appointment of a member of the Executive Committee of which the members of the Executive Committee are unaware at the time does not invalidate decisions taken at a meeting.

5 EXECUTIVE COMMITTEE PROCEEDINGS

- 5.1 The Executive Committee must hold at least 1 meeting each year.
- 5.2 A quorum at a meeting of the Executive Committee is 7 members of the Executive Committee unless otherwise determined by the Executive Committee.
- 5.3 A meeting of the Executive Committee may be held either in person or by suitable electronic means agreed by the members of the Executive Committee in which all participants may communicate with all the other participants.
- 5.4 The Chair or Vice-Chair or (if the Chair or Vice-Chair is unable or unwilling to do so) some other member of the Executive committee chosen by the members of the Executive Committee present presides at each meeting.
- 5.5 Subject to article 4.6 every resolution may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the members of the Executive Committee is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 5.6 Unless a resolution is carried by a majority of at least two-thirds of the votes cast at a meeting of the Executive Committee, any member of the Executive Committee present and

entitled to vote may, before the end of the meeting, demand that the matter be dealt with by a special resolution at a general meeting. In the event of such a demand:

5.6.1 the Executive Committee will within 21 days of the date of the resolution call a general meeting in accordance with article 2.1;

5.6.2 will take no action on the resolution until and unless it is passed with the requisite majority or withdrawn.

5.7 Except for the chair of the meeting, who has a second or casting vote, every member of the Executive Committee has one vote on each issue.

5.8 A procedural defect of which the members of the Executive Committee are unaware at the time does not invalidate decisions taken at a meeting.

6 EXECUTIVE COMMITTEE POWERS

6.1 The Executive Committee have the following powers in the administration of the Charity:

6.1.1 to appoint Officers of the Charity;

6.1.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be members of the Executive Committee and all proceedings of committees must be reported promptly to the Executive Committee;

6.1.3 to make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;

6.1.4 to make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees;

6.1.5 to make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal ;

6.1.6 to establish procedures to assist the resolution of disputes or differences within the Charity; and

to exercise any powers of the Charity which are not reserved to a general meeting.

7 TRANSITIONAL ARRANGEMENTS

7.1 Following the adoption of these Articles:

7.1.1 the existing members of the Charity will cease to be members, and;

7.1.2 the members of the Executive Committee, the Council and those holding the offices of Chair and Vice-Chair respectively are those shown in Schedule 'RIP1' annexed hereto and each of whom will be members and hold office in the relevant capacity for the term or terms shown next to their name.

8 CONFLICTS OF INTEREST

- 8.1 If a Trustee, or a connected person in relation to a Trustee is in any way directly or indirectly interested in a proposed transaction for arrangement with the Charity the interested Trustee must declare the nature and extent of that interest to the other Trustees at a meeting of the Trustees before the Charity enters into the transaction or arrangement.
- 8.2 Article 8.1 does not apply:
- 8.2.1 to an interest of which the Trustee is not aware or could not reasonably be expected to be aware, or where the Trustee is not aware of the transaction or arrangement in question;
 - 8.2.2 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 8.2.3 to the extent that the Trustees are already aware of it.
- 8.3 A Trustee of the Charity must avoid a conflict of interest in relation to the Charity that is not authorised by the Trustees under this article or does not relate to a transaction or arrangement that is authorised by any other provision of this memorandum and articles or by the Charity Commission.
- 8.4 The Trustees of the Charity may authorise a conflict of interest of a Trustee (an "interested trustee") that is not authorised by any other provision of this memorandum and articles at a meeting of the Trustees where the following conditions apply:
- 8.4.1 the interested Trustee has declared his interest at or before the meeting before discussions begin on the matter;
 - 8.4.2 the interested Trustee is absent from the meeting for that item;
 - 8.4.3 the interested Trustee is not counted in the quorum for that part of the meeting;
 - 8.4.4 the Trustees other than the interested Trustee and any other interested Trustee consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying;
 - 8.4.5 the Trustees and any other interested Trustee is absent during the vote and has no vote on the matter or in considering whether a quorum is present at the meeting.
- 8.5 The duty of the Trustees of the Charity to avoid a conflict of interest does not apply to transactions or arrangements described in Clause 5.3 of the memorandum subject to compliance with Clause 5.4 of the memorandum.

9 RECORDS AND ACCOUNTS

- 9.1 The Executive Committee must comply with the requirements of the Companies Acts and of the Charities Act 1993 (as amended) as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 9.1.1 annual returns;
 - 9.1.2 annual reports; and
 - 9.1.3 annual statements of account.
- 9.2 The Executive Committee must keep proper records of:
- 9.2.1 all proceedings at general meetings;
 - 9.2.2 all proceedings at meetings of the Executive Committee;
 - 9.2.3 all reports of committees; and
 - 9.2.4 all professional advice obtained.
- 9.3 Accounting records relating to the Charity must be made available for inspection by any member of the Executive Committee at any time during normal office hours and may be made available for inspection by members who are not members of the Executive Committee if the Executive Committee so decide.
- 9.4 A copy of the Charity's latest available statement of account must be supplied on request to any member of the Executive Committee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

10 NOTICES

- 10.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any journal distributed by the Charity or by means of a website in accordance with section 309 Companies Act 2006.
- 10.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members. In relation to electronic communications, "address" includes any number or address used for the purpose of such communications.
- 10.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 10.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 10.3.2 two clear days after being sent by first class post to that address;
 - 10.3.3 three clear days after being sent by second class or overseas post to that address;
 - 10.3.4 on the date of publication of a newspaper containing the notice;
 - 10.3.5 on being handed to the member personally or, if earlier;

10.3.6 as soon as the member acknowledges actual receipt.

10.4 A technical defect in the giving of notice of which the Executive Committee is unaware at the time does not invalidate decisions taken at a meeting.

11 DISSOLUTION

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

12 INTERPRETATION

12.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

AGM means an annual general meeting of the Charity;

the Articles means the Charity's articles of association;

Chair and Vice-Chair means the chair and vice-chair of the Council of Members and Executive Committee respectively appointed annually by the members at the AGM;

the Charity means the company governed by the Articles;

charity trustee has the meaning prescribed by section 97(1) of the Charities Act 1993;

clear days means, in relation to a period of notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

the Commission means the body corporate known as the Charity Commission for England and Wales;

the Companies Acts mean the Companies Act 1985 including any statutory modification thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;

conflict of interest means a situation in which a person has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Charity. A conflict of interest includes a conflict of interest of duty or loyalty and a conflict of duties and loyalties.

connected person means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, a person carrying on business in partnership with a Trustee or an institution that is controlled by a Trustee or a connected person or any company of which a Trustee or a connected person has a substantial interest;

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

financial expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

financial year means the Charity's financial year;

firm includes a limited liability partnership;

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

informal membership refers to a supporter who may be called a 'member' but is not a company member of the Charity.

member and **membership** refer to company membership of the Charity;

member of the Executive Committee means a director of the Charity and **members of the Executive Committee** means the directors;

Memorandum means the Charity's Memorandum of Association;

month means calendar month;

nominee company means a corporate body registered or having an established place of business in England and Wales;

the Object means the Object of the Charity as defined in clause 3 of the Memorandum;

Officers of the Charity means the Director, the Editor, the Treasurer, the Secretary and such others as are decided by the Executive Committee;

remuneration has the meaning prescribed by section 73B Charities Act 1993;

taxable trading means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

written or in writing refers to a legible document on paper including a fax message; and

year means calendar year.

- 12.2 Unless the context otherwise requires, words and expressions contained in the Articles bear the same meaning as in the Companies Acts.
- 12.3 Save to the extent expressly provided for in these Articles, no regulation contained in any statute or subordinate legislation, including but not limited to the regulations contained in Table C in the schedule to the Companies (Table A to F) Regulations 1985 as amended, shall apply to the Charity.
- 12.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

NAMES & ADDRESSES OF SUBSCRIBERS SUBSCRIBERS' SIGNATURES

S. ALEXANDER, 24, Brunswick Road, Withington, Manchester; M.A., LL.D., F.B.A., late Professor of Philosophy in the University of Manchester.

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RHONDDA, 15 Chelsea Court, S.W.3; Coalowner.

S.E. HOOPER, Cookham Dean, Berks; Master of Arts.

Dated the 31st day of March, 1925.

Witness to the Signature of SAMUEL ALEXANDER -

H.J. LASKI

16 Warwick Gardens, London

University Teacher

Witness to the Signature of EMILE GARCKE -

E.S. HERBERT,

Alder House, E.C.1,

Solicitor

Witness to the Signature of WILLIAM LIONEL HICHENS -

E.S. HERBERT.

Witness to the Signature of LEONARD TRELAWNEY HOBHOUSE -

E.S. HERBERT.

Witness to the Signature of SIR LYNDEN MACASSEY -

E.S. HERBERT.

Witness to the Signature of VISCOUNTESS RHONDDA -

E.S. HERBERT.

Witness to the Signature of SYDNEY ERNEST HOOPER -

E.S. HERBERT.

Footnote:

* The name of the Institute was formerly:

3. "The British Institute of Philosophical Studies ": name changed on 22nd August 1931 by Special Resolution passed on 29th July 1931 and
 4. "The British Institute of Philosophy": name changed on 24th October 1947 by Special Resolution passed on 2nd October 1947.
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