

Memorandum of Association

The name of the Company (hereinafter called 'the Association') is Association for Counselling and Therapy Online.

The registered office of the Association is at 44 Southerndown Avenue, Mayals, Swansea, SA3 5EL

The Association is established:

- a) to promote, maintain, improve and advance online therapy as a recognized modality within the professions of counselling and psychotherapy;
- b) to be the representative body for professional online therapists who are members of the Association; membership of ACTO is open to counsellors and psychotherapists who have completed their general training in the UK, who work to the professional guidelines of a UK accrediting body such as BACP or UKCP and who have undertaken additional training in online therapy; they may conduct their practice either from the UK or abroad;
- c) to act as an advisory body in the education and training of online therapists working in either paid or unpaid settings, whether full or part time with a view to raising the standards in the principles, practice and skills of online therapy for the benefit of the community and in particular for those who are the recipients of online therapy;
- d) to advance the education of the public in the part that online therapy can play generally and in particular to meet the needs of those members of society where development and participation in therapy is impaired by mental, physical or social disadvantage or disability.

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In furtherance of the said object but not further or otherwise:

- a) to forge links with online therapy associations in other countries and any associations in the UK whose members practise online therapy including the British Association for Counselling and Psychotherapy
- b) to protect the rights and status of Association members working from the UK or abroad;
- c) to keep a register of members which may include their qualifications, appointments and experience
- d) to formulate standards of professional conduct and competence for those engaged in online therapy and incorporating guidelines for online therapy which other UK professional accrediting bodies may have introduced (e.g. BACP Guidelines for Online Therapy)

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e) to set up and administer such systems for the registration of online therapists, supervisors, trainers and other persons, organisations or activities related to online therapy as may be deemed appropriate

f) to cause to be written, printed and published or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes

g) to promote and facilitate the dissemination and exchange of information on matters of professional interest among members and others by the holding of online conferences, meetings, seminars for the reading of papers and reports, by the publication, by electronic or other means, of periodicals, books, monographs or papers and by the promotion, compilation and publication of research studies.

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h) to formulate a development plan which would include establishing services (including advisory services to the public and the membership) for the public good and online therapy in general.

i) to foster and undertake research into any aspect of the objects of the Association and its work and to disseminate the results of any such research

j) to establish and maintain a library of material relating to online therapy and to afford members facilities for the use of the same

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k) to co-operate with any voluntary or statutory body in any charitable project directed to the furtherance of the above objects;

l) in furtherance of any one or more of the objects of the Association:

a. to receive any subscriptions, gifts, endowments or bequests of money, property or other assets whether subject to any special trust or at the discretion of the Executive Committee and used for the furtherance of the Association under the instruction of the Executive Committee and complying to the Association's policy and procedure.

b. to purchase, take on lease or licence or in exchange, hire or otherwise acquire any real or personal property as instructed by the Executive Committee and with full legal instruction.

c. subject to such consents as may be required by law to sell, lease, let or mortgage or otherwise dispose of any assets belonging to the Association as instructed by the Executive Committee

m) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise

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n) to acquire, establish and hold any copyright, patent, translation, publication, right of publication or other intellectual property right which may appear useful to the Association and to protect, prolong, register, renew, exercise, develop, use or manufacture the same for any one or more objects of the Association

o) to organise, finance, and maintain alone or in conjunction with one or more other professional therapy bodies or other cognate professional bodies, schemes for the regulation and discipline of the Association's members in matters of professional or business conduct

p) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Association

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q) to borrow or raise money for the objects of the Association on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT the Association shall not undertake any permanent trading activities in raising funds for the objects of the Association

r) to invest the monies of the Association not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided

s) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Association

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t) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Association

u) to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit

v) to be subject to the provisions of Clause 4 hereof, to pay reasonable sums or premiums for or towards the provision of pensions for officers or servants (not being a member of the Executive Committee) for the time being of the Association or its dependants

w) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Association and prohibit the payment of any dividend or profit to and the distribution of any of its assets amongst its members at least to the same extent as such payments or distributions are prohibited in the case of members of the Association by this Memorandum of Association

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x) to pay out of the funds of the Association the cost, charges and expenses of and incidental to the formation and registration of the Association

y) to establish where necessary local branches (whether autonomous or not)

z) to do all such other lawful things as shall further the above objects or any of them.

The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in the Memorandum 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 members of the Association and no member of its Executive Committee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit or money's worth from the Association. Provided that nothing herein shall prevent any payment in good faith by the Association:

a) of reasonable and proper remuneration to any member, officer or servant of the Association not being a member of its Executive Committee for any services rendered to the Association;

b) of interest on money lent by any member of the Association or the Executive Committee at a rate per annum not exceeding two per cent less than the base lending rate prescribed for the time being by a clearing bank selected by the Executive Committee or three per cent whichever is the greater;

c) of reasonable and proper rent for premises demised or let by any member of the Association or of the Executive Committee;

d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Executive Committee may be a member holding not more than 1/100th part of the capital of that company;

e) to any member of the Executive Committee reasonable out-of-pocket expenses; and

f) of any premium in respect of any insurance or indemnity to cover the liability of the directors (or any one of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Association. Provided that any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or willful neglect or default on the part of the directors (or any of them).

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The liability of the members is limited.

Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while s/he is a member, or within one year after s/he ceases to be a member, for payment of the debts and

liabilities of the Association contracted before s/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 one pound.

If upon the winding-up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.