

CHARTER

Amended 13th April 1999, 12th October 2005 and 4th May 2016

ELIZABETH 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 the Chartered Institute of Environmental Health (hereinafter called "the existing Institute"), a Company incorporated under the Companies Acts as a company limited by guarantee, has by its humble Petition prayed that We should be graciously pleased to grant to it a Charter of Incorporation.

AND WHEREAS We have taken the said Petition into Our Royal Consideration and are minded to accede thereto:

NOW THEREFORE KNOW YE that We by virtue of Our Prerogative Royal in that behalf and for all other powers enabling Us so to do have of Our especial grace, certain knowledge and mere motion granted and declared and do hereby for Us, Our Heirs and Successors, grant and declare as follows:

1. (a) The persons who are now members of the existing Institute and all such persons as may hereafter become members of the Body Corporate hereby constituted shall forever hereafter by one Body Corporate by the name of "The Chartered Institute of Environmental Health" and, by the same name, shall have perpetual succession and a Common Seal, with power to break, alter and make anew the said Seal from time to time at its will and pleasure, and by the same name may sue, and be sued in all Our Courts, and all manner of actions and suits, and shall have power to do all other matters and things incidental or appertaining to a Body Corporate.
- (b) The Arms and Crest granted and assigned unto the former Company by Letters Patent under the hands and Seals of Garter and Clarenceux Kings of Arms bearing the date 20th of December 1957 shall be transferred unto the Company on the date on which this Our Charter shall take effect, and We do hereby give and grant unto the Company our Royal Licence and Authority that it may thenceforth bear and use the said Armorial Bearings according to the Laws of Arms, the said transfer being first recorded in our College of Arms, otherwise this Our Licence and Permission to be void and of none effect.

Objects

2. The objects for which the Chartered Institute is established are to promote for the public benefit the theory and science of environmental health in all its aspects and to disseminate knowledge about environmental health.

Powers

3. In furtherance of the above objects, but not otherwise, the Chartered Institute shall have the following powers, namely:

3.1 Education and training

- (a) to promote education and training, including professional training, in matters relating to environmental health;
- (b) to undertake and promote research in environmental health and related subjects and to disseminate the results of such research;
- (c) to establish and maintain educational activities for the study of all aspects of environmental health;
- (d) to establish and to maintain libraries, laboratories, lecture theatres or similar establishments; to organise conferences, courses of lectures, exhibitions and demonstrations, and meetings on subjects relating to environmental health; to test practically any such environmental health objects, articles or substances, apparatus, or appliances; to award scholarships, medals or certificates of merit as appropriate: and to issue, edit and publish books, pamphlets, or other literary matter relating to environmental health;
- (e) in regard to any aspects of environmental health, to undertake or promote research and to provide advice and assistance to governmental and non-governmental organisations;
- (f) to prescribe and approve and accredit such courses of training as may be required for examinations at any level in environmental health and to appoint suitably qualified persons to act as assessors of such courses;
- (g) to grant scholarships or other awards to students;

3.2 Professional regulation

- (a) to promote and maintain high standards of practice and professional conduct among its members and those others registered in the field of environmental health;
- (b) to create Registers of Chartered Practitioners and of Non-Chartered Practitioners with such sub-sections in such areas of environmental health as the Chartered Institute may determine;

3.3 Property

- (a) to purchase, take on lease or in exchange, hire or otherwise acquire in any way, any real or personal property or any rights or privileges over or options for acquiring the same which may be deemed necessary by the Council in furtherance of the objects of the Chartered Institute;
- (b) to construct, maintain, and alter any buildings or works necessary or convenient for any purposes of the Chartered Institute and to provide any buildings and rooms in the occupation of the Chartered Institute with all proper and necessary fixtures, fittings, furniture and other equipment;

- (c) to sell, lease, manage, mortgage, dispose of, or otherwise deal in any way with all, or any part, of the property of the Chartered Institute;
- (d) to give any guarantee or indemnities to any person, or body transferring any property to the Chartered Institute and to compromise all disputes or differences between any such person, or body and the Chartered Institute;

3.4 Finance

- (a) to borrow and raise money in such a manner as the Council may think fit;
- (b) to give financial assistance to any charitable or non-charitable organisation which has objects in common with the Chartered Institute's object, provided that no such grant shall be made unless conditions are attached limiting its use to the common objects;
- (c) to invest monies of the Chartered Institute, and to appoint and delegate to investment managers, in accordance with the Byelaws;
- (d) to endow and receive property for the endowment of any such library, laboratory or other establishment, as aforesaid;

3.5 Employment of staff

- (a) to appoint and remunerate persons to manage the Chartered Institute and any associated establishments;
- (b) to remunerate any speakers, authors, researchers and others for their services in connection with environmental health;
- (c) to do all such other lawful things as may be conducive to the attainment of the above objects.

Finances and property of the Chartered Institute

4. The income and property of the Chartered Institute, whencesoever derived, shall be applied solely towards the promotion of the objects of the Chartered Institute, as set forth in this Our Charter, and no portion thereof shall be paid or transferred, directly or indirectly, by way of profit to members of the Chartered Institute, and no member shall have a personal claim on any property of the Chartered Institute provided that the Chartered Institute may make payments:

- (a) of reasonable and proper remuneration for any services rendered to the Chartered Institute by any member, officer or servant of the Chartered Institute who is not a member of the Council;
- (b) of reasonable out-of-pocket expenses of members of the Council and other approved persons;
- (c) to members of the Council by way of remuneration for work undertaken by them for the Chartered Institute provided always that the Council shall have determined that the work undertaken is exceptional and not part of the

member's duties as a member of the Council, that the work is necessary and that the Council approves such payments, that members to benefit from such payments do not participate in the approval of those payments and further that a majority of the Council shall not receive remuneration in respect of work undertaken for the Chartered Institute; and

- (d) of any premium in respect of any indemnity insurance to cover the liability of any members of the Council or staff which would otherwise attach to them in respect of any act for which they may be liable in relation to the Chartered Institute: provided that the act giving rise to the liability was done in good faith and as part of their duties and any such insurance shall not extend to any claim arising from any act or omission which the members of the Council or staff knew to be in breach of trust or breach of duty or which was committed by them in reckless disregard of whether it was a breach of duty or breach of trust or not and provided also that any such insurance shall not extend to the cost of an unsuccessful defence to a criminal prosecution brought against the members in their capacity as members of the Council or of staff.

Management of the Chartered Institute

- 5. (a) Subject to the provisions of this Our Charter and of the Byelaws, the management of the affairs and business of the Chartered Institute shall be vested in the Council which, in addition to the powers and authorities by this Our Charter or otherwise expressly conferred on it, may exercise all such powers and do all such acts and things as may be exercised or done by the Chartered Institute as are not hereby or by the Byelaws required to be exercised or done by the Chartered Institute in general meeting but so that no addition to or rescission or variation of the Byelaws shall invalidate any prior act of the Council which would have been valid if the same had not been made.
- (b) The Council shall consist of such members, with such qualifications and appointed or elected in such manner and holding office for such periods or on such terms as to reappointment or re-election and otherwise, as may be prescribed by or pursuant to the Byelaws.

Membership

- 6. Membership of the Chartered Institute shall consist of such categories of members as shall be prescribed by the Byelaws. The qualifications, method and terms of admission, rights, privileges and obligations of each of the categories of membership shall be as prescribed by the Byelaws.

Charter

- 7. The Chartered Institute may by a Special Resolution, rescind, amend or add to any of the provisions of this Our Charter and such rescission, amendment or addition shall when allowed by Us, Our Heirs or Successors in Council become effectual so that this Our Charter shall thenceforward continue to operate as though it had been originally granted and made accordingly. This provision shall apply to this our Charter as rescinded, amended or added to in a manner aforesaid provided that no rescission, amendment or addition to this Our Charter shall be made which shall cause the Chartered Institute to cease to be a charity in law.

Byelaws

8. (a) The Byelaws of the Chartered Institute set out in the Schedule to this Our Charter (in so far as they do not conflict with the provisions of this Our Charter) shall remain in force as the Byelaws of the Chartered Institute unless, and until, rescinded, amended or added to in the manner hereinafter provided.
- (b) The Byelaws or any of them from time to time may be rescinded, amended or added to by a Special Resolution, provided that no such rescission, amendment or addition as aforesaid and no new Byelaws shall be in any respect inconsistent with the express provisions of this our Charter and shall not come into operation until the same have 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. In any case of conflict, the provisions of this Our Charter shall prevail over those of the Byelaws

Surrender of the Charter

9. (a) The Chartered Institute may by a Special Resolution empower the Council to surrender this Our Charter and any Supplemental Charter subject to the sanction of Us, Our Heirs or Successors in Council and upon such terms as We or They may consider fit and to wind up or otherwise deal with the affairs of the Chartered Institute in such manner as shall be directed by such Special Resolution or in default of such direction as the Council shall think expedient having due regard to the liabilities of the Chartered Institute for the time being.
- (b) If upon the winding up or dissolution of the Chartered Institute there shall remain after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the Chartered Institute, or any of them, but shall (subject to any special trusts affecting the same) be given and transferred to some other charitable institution or institutions having objects similar to the objects of the Chartered Institute and which shall prohibit the distribution of its income and property to an extent at least as great as is imposed on the Chartered Institute by these presents, such institution to be determined by a Special Resolution passed at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object: provided always that such resolution may be proposed at the same meeting at which the resolution to empower the surrender and winding up or otherwise dealing with the affairs of the Chartered Institute is passed.

Conclusion

10. Our Royal Will and Pleasure is that this Our Charter shall ever be construed benevolently and in every case most favourably to the Chartered Institute and the promotion of the objects of this Our Charter.