



THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF
THE SITE FOR CONTEMPORARY PSYCHOANALYSIS

1. The Company's name 'The Site For Contemporary Psychoanalysis'.
2. The Company's registered office is to be situated in England and Wales.
3. The Companies objects are:
 - (a) to promote, through psychotherapy offered by its members, the relief of psychological disturbance or disorder in members of the public by providing for:
 - (i) Education and training in, and the undertaking of research connected with psychoanalysis and psychoanalytic psychotherapy for trainees, students, members and other practitioners of psychotherapy, and
 - (ii) Such other activities as may from time to time be consistent with the provisions of paragraph 3(a)(i) hereof including but not limited to the organisation and running of any institution that may be deemed necessary to carry out the objectives herein set out.

Providing that these were in accordance with the Site's "mission statement".

In furtherance of the above objects but not further or otherwise the Company shall have the following powers:

- (b) Arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses.
- (c) Collect and disseminate information on all matters affecting the said objectives and exchange such information with other bodies having similar objectives whether in the UK or abroad.
- (d) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may see fit.
- (e) To raise funds and invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise, provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company

may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects.

- (f) To lend money to and take security for such loans from and to guarantee and become or give security for the performance of contracts and obligations by any charitable organisation or body.
- (g) To draw, make, accept, endorse, discount, execute and issue promissory notes bills of exchange, bills of lading, warrants, and other negotiable transferable or mercantile instruments.
- (h) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
- (i) To invest the moneys of the Company not immediately required for the furtherance of 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 be for the time being imposed or required by law
- (j) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects.
- (k) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects.
- (l) Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.
- (m) To provide indemnity insurance to cover the liability of the Council of Management (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from any act or omission which the Council of Management (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Council of Management (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.
- (n) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.
- (o) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.

- (p) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.
- (q) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (r) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that :

- (a) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - (b) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 - (c) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this 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 Company, and no member of its Council of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

- (a) of the usual professional charges for training and public speaking rendered by a member of the Council of Management, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the members of the Council of management benefit under this provision and that a member of the Council of Management withdraw from any meeting at which his or her appointment or remuneration is under discussion.

- (b) Of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Council of management or Governing Body) for services rendered to the Company;
 - (c) Of interest on money lent by any member of the Company or of its Council of management or Governing Body at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Council of Management or Governing Body;
 - (d) Of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of management or Governing Body;
 - (e) Of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management or Governing Body may also be a member holding not more than 1/100th part of the capital of that Company; and
 - (f) To any member of its Council of Management or Governing Body of reasonable out-of-pocket expenses; and
 - (g) Of any premium in respect of any such indemnity insurance as is permitted by Clause 3(m) of the Memorandum of Association of the Company.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, and any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, 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 Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company 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.

THE COMPANIES ACTS 1985-1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF the Site for Contemporary Psychoanalysis

INTERPRETATION

1. In these Articles:

“The Act” means The Companies Act 1985, but so that any reference to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

“the Council” means The Council of Management of the Company.

“the Seal” means the common seal of the Company.

“secretary” means any person appointed to perform the duties of the secretary of the Company.

“the United Kingdom” means Great Britain and Northern Ireland.

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

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification or re-enactment thereof for the time being in force.

OBJECTS

2. The Company is established for the objects expressed in the Memorandum of Association.

MEMBERS

3. The subscribers to the memorandum of Association and such other persons as the Council shall admit to membership shall be members of the Company. Every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.

Every member shall at all times fully comply with and be bound by the The Site Clinical Complaints Procedure, a copy of which is appended to these Articles.

4. Unless the Company in General Meeting shall make other provision pursuant to the powers contained in Article 63, the members of the Council may in their absolute discretion permit any member of the Company to retire, provided (regardless

of any other provision pursuant to Article 63) that after such retirement the number of members is not less than five.

GENERAL MEETINGS

5.1 The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next.

Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual General Meeting shall be held at such time and place as the Council shall appoint. All General Meetings other than annual General Meetings shall be called Extraordinary General Meetings.

5.2 The Annual General Meeting shall be held to transact the following business:

- (a) To receive and if approved adopt the reports of the Chairperson and Treasurer of the Site and an audited statement of the accounts to the end of the preceding financial year.
- (b) To elect the officers and members of the Council as hereinafter provided.
- (c) To elect the Chairperson and ordinary members of the Ethics Committee.
- (d) To elect persons to such other positions and membership of other committees as may from time to time be determined by the Council.
- (e) To appoint one or more independent auditors for the ensuing financial year.
- (f) To deal with any matter which the Council may wish to bring before the members.

6. The Council may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient members of the Council capable of acting to form a quorum, any member of the Council or any six members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council.

NOTICE OF GENERAL MEETINGS

7. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting, and in the case of special business the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any as may be prescribed by the Company

in general meeting, to such persons as are, under these Articles of the Company, entitled to receive such notices from the Company:

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:-

- (a) in the case of a meeting called as the Annual General Meeting, by all members having the right to attend and vote thereat, and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five percent. Of the total voting rights at that meeting of all the members.

8. The accidental omission to give notice of a meeting to or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

9. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, that number which represents 25% (Twenty-five per cent) of the members shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Council may determine.

10. The chairperson of the Company shall preside as chairperson at every General Meeting of the Company, or if there is no such Chairperson, or if he/she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the members of the Council present shall elect one of their number to be chairperson of the meeting.

11. If at any meeting no member of the Council is willing to act as chairperson or if no member of the Council is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be the chairperson of the meeting.

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

13. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairperson; or
- (b) by at least two members present in person, or by proxy; or
- (c) by any member or members present in person and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

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

The demand for a poll may be withdrawn.

14. Except as provided in Article 16, if a poll is duly demanded it shall be taken in such manner, as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

15. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

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

VOTES OF MEMBERS

17. Every member shall have one vote.

18. No member shall be entitled to vote on any question at any General Meeting unless all moneys presently payable by him to the Company have been paid.

19. (a) Any member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the Meeting.

- (b) On a poll votes may be given either personally or by proxy.

20. The instrument appointing a proxy shall be in writing under the hand of the appointee or of his attorney duly authorised in writing. A proxy must be a member of the Company.

21. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power

26. The maximum number of the members of the Council shall be twelve and the minimum number of members of the Council shall be seven.

26.1 The Council shall comprise the officers plus between three and seven elected members of Council provided that at least one such elected member must also be a member of the Training Committee of The Site.

26.2 The officers shall be the Chair of The Site (hereinafter called the Chair), the Vice Chair, the Honorary Secretary and the Honorary Treasurer. All officers with the exception of the Vice-Chair, (and save also as hereinafter provided) shall be elected by the members for a term of no more than five years. A Vice Chair may be elected at the beginning of the fifth year of the Chair's term of office for a term of no more than one year. Once elected, The Vice Chair will be the designated Chair-elect for the following year and no further election will be required at the next following AGM for the office of Chair.

26.4 Any person who is a member of the Site shall be eligible to stand for election as an officer.

26.7 The Chair of the Site shall chair all meetings of the Council save that the Council may elect one of its members to act as chairperson of any meeting at which it is not possible for whatever reason for the Chair of The Site to be present.

26.8 Each member of the Council shall have one vote in respect of all matters to be decided thereat which shall be by simple majority vote.

26.9 The quorum for any meeting of the Council shall be five persons.

26.10 The Council shall be empowered at any time to set up such committees, subcommittees or other bodies in The Site as it considers fit all of which shall be answerable to the Council save where otherwise expressly provided in these Articles.

STANDING COMMITTEES

26.11 The following as hereinafter constituted shall be designated standing committees of The Site which shall exist permanently:

- (i) Training Committee (subject to article 26.12 below)
- (ii) Ethics Committee
- (iii) Consultation Committee

26.12 If in exercise of its power under article 26.10 the Council shall set up one or more regional Training Committees then each of them shall be designated as standing committees of The Site for so long as the Council shall determine.

27. The members of the Council shall be paid all reasonable out of pocket expenses property incurred by them in attending and returning from meetings of the Council or any committee of the Council or General Meetings of the Company or in connection with the business of the Company.

BORROWING POWERS

28. The Council may in furtherance of the objects of the Company but not otherwise exercise all the powers of the company to borrow money, and, subject always to Sections 38 and 39 of the Charities Act 1993, to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any charitable organisation or body subject to such consents as may be required by law.

POWERS AND DUTIES OF THE COUNCIL

29 (a) The business of the Company shall be managed by the Council, who may pay all such expenses of promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised or done by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.

(b) In the exercise of the aforesaid powers and in the management of the business of the Company, the members of the Council shall always be mindful that they are charity trustees within the definition of Section 97 of the Charities Act 1993 as the persons having the general control and management of the administration of a charity.

30. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by not less than two persons authorised by resolution of the Council from time to time.

31.1 The Council shall cause minutes to be made in books provided for the purpose:

- (a) of the names of the members of the Council present at each meeting of the Council and of any committee of the Council;
- (b) of all resolutions and proceedings at all meetings of the Company and of the Council and committees of the Council.

31.2 The members shall be entitled to have access to the minutes of meetings of the Council if the Council so determines. Save that the members shall not be entitled to access to any minute or minutes in relation to the confidential information concerning appeals relating to unethical behaviour.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

32. The Office of a Member of the Council shall be vacated if the member:-

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (b) becomes prohibited from being a member of the Council by reason of Section 72 of the Charities Act 1993 or any order made under any provision of the Act or any other statute or otherwise becomes prohibited by law from being a member of the Council; or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
- (d) resigned his office by notice in writing to the Company; or
- (e) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act.

33. A member of the Council shall not vote in respect of any contract in which he/she is interested or any matter arising thereout, and if he/she does so vote his/her vote shall not be counted.

ROTATION OF MEMBERS OF THE COUNCIL

34. At the first and each subsequent Annual General Meeting of the company all the members of the Council shall retire from office.

35. A retiring member of the Council shall be eligible for re-election provided that no person shall be re-elected to the same position for more than five consecutive years.

36. The Company at the meeting at which a member of the Council retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default and subject to Article 36 above, the retiring member of the Council shall, if offering himself or herself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member of the Council shall have been put to the meeting and lost. If a person has held office for five consecutive years he/she may be re-appointed to the same position for another three year term only.

37. No person other than a member of the Council retiring at the meeting shall unless recommended by the Council be eligible for election to the office of member of the Council at any General Meeting unless, not less than three nor more than thirty-five days before the date appointed for the meeting, there shall have been left at the registered office of the company notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his/her intention to propose such person for election, and also notice in writing signed by that person of his/her willingness to be elected. A nomination which is not submitted in accordance with these provisions may be accepted at a General Meeting only if no other nomination for the proposed office or other elected position shall have been submitted in accordance with this Article.

38. The Company may from time to time by ordinary resolution increase or reduce the number of members of the Council.

39. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 379 of the Act, remove any member of the Council before the expiration of his/her period of office notwithstanding anything in these Articles or in any agreement between the Company and such member of the Council.

40. The Council may by ordinary resolution appoint another person in place of a member of the Council removed from office under the immediately preceding Article. The Company in General Meeting may appoint any person to be a member of the Council either to fill a casual vacancy or as an additional member of the Council. In either case the person appointed to fill such a vacancy shall be subject to retirement at the same time as if he/she had become a member of the Council on the day on which the member of the Council in whose place he/she is appointed was last elected a member of the Council.

41. The Company in General Meeting may appoint any person to be a Member of the Ethics Committee, provided that no such person may be a member of the Council of management whilst a member of the Ethics Committee. The Company shall make such rules or bye laws as it may deem necessary or expedient for the proper conduct and management of the Ethics Committee and for the appointment, rotation and removal of members of the Ethics Committee. The Company shall determine the functions and power of the Ethics Committee and may from time to time alter such rules or bye laws.

PROCEEDINGS OF THE COUNCIL

42. The Council may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairperson shall have a second or casting vote. A member of the Council may, and the secretary on the requisition of a member of the Council shall, at any time summon a meeting of the Council. It shall not be necessary to give notice of a meeting of the Council to any member of the Council for the time being absent from the United Kingdom.

43. The quorum necessary for the transaction of the business of the Council may be fixed by the Council, and unless so fixed shall be five or one-third of the number of the members of the Council for the time being whichever shall be the greater number.

44. The continuing members of the Council may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members of the Council, the continuing members or member of the Council may act for the purpose of increasing the number of members of the Council to that number, or of summoning a General Meeting of the Company, but for no other purpose.

45. The Chairperson of the Company shall preside as chairperson of meetings of the Council; but, if no such chairperson is appointed, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the

meeting, the members of Council present may choose one of their number to be chairperson of the meeting.

46. The Council may delegate any of their powers to committees (other than the Ethics Committee) consisting of such majority of members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Council and shall fully and promptly report all acts and proceedings to the Council as soon as is reasonably practicable.

47. A committee may elect a chairperson of its meetings; but, if no such chairperson is appointed, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the meeting, the members of Council present may choose one of their number to be chairperson of the meeting.

48. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairperson shall have a second or casting vote.

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

50. A resolution in writing, signed by all the members of the Council for the time being entitled to receive notice of a meeting of the Council, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held.

SECRETARY

51. Subject to Section 13(5) of the Act, the Secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as the Council may think fit; and any Secretary so appointed may be removed by it: provided always that no member of the Council may occupied the salaried position of secretary.

52. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Council and the secretary shall not be satisfied by its being done by or to the same person acting both as member of the Council and as, or in place of, the secretary.

THE SEAL

53. If the Company has a seal the Council shall provide for its safe custody and it shall only be used by the authority of the Council or a committee of the Council authorised by the Council in that behalf, and every instrument to which the seal shall be affixed shall be signed by a member of the Council and shall be countersigned by the secretary or by a second member of the Council or by some other person appointed by the Council for the purpose.

ACCOUNTS

54. The Council shall cause accounting records to be kept in accordance with the provisions of the Act.

55. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Council thinks fit, and shall always be open to the inspection of the officers of the Company.

56. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being members of the Council, and no member (not being a member of the Council) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorised by the Council or by the Company in General Meeting.

57. The Council shall from time to time in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.

58. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditor's report (if any), and Council's report shall not less than twenty-one days before the date of the meeting be sent to every member of the company and every person entitled to receive notice of General Meetings of the Company.

AUDIT

59. If required by the Act, auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

60. A notice may be given by the Company to any member either personally or by sending it by post to him/her or to his/her registered address, or (if he/she has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him/her to the Company for the giving of notice to him/her. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

61. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:

- (a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
- (b) every person being a trustee in bankruptcy of a member where the member but for his bankruptcy would be entitled to receive notice of the meeting;
- (c) the auditors of the time being of the Company (if any); and
- (d) each member of the Council.

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

DISSOLUTION

62. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

**BYE-LAWS
OF THE SITE FOR CONTEMPORARY PSYCHOANALYSIS LIMITED**

1. MEMBERSHIP

1.1 Membership of The Site shall comprise such members as have subscribed to the Memorandum and Articles of the Company. New members will be made in the following way:

1.1.1 In the case of a trainee, membership will be awarded after graduation. The decision of the relevant Training Committee in respect of such suitability shall be subject to any appeal procedure from time to time in force, provided that in the event of the Training Committee deciding that a Trainee is unsuitable for membership, the Training Committee shall notify in writing the Council and the Trainee of its reasons for reaching such a decision. Council will normally vote the graduate to membership at the next full meeting of Council.

1.1.2 Anyone with a legitimate interest in the field of psychotherapy, psychoanalysis or philosophy and who has a contribution to make to the field of Contemporary Psychoanalysis (as defined by The Site), through work with patients, research, teaching and other work could apply to join The Site so long as the significant majority of the membership as a whole is made up of Psychoanalytic Psychotherapists/Psychoanalysts (UKCP requirement).

1.1.3 All applicants must be recommended to The Site Council by three members of The Site.

1.1.4 The members will each write to Council stating why they recommend the applicant and how in their view the applicant can enhance the life of The Site, and that the applicant is able and willing to comply with The Site's philosophy and bye-laws.

1.1.5 The Council prior to giving them membership will circulate the names of proposed candidates to the membership and ask for any known impediments. This must not be confidential unless the candidate is in the middle of a complaint on ground of professional misconduct or is the subject of a legal process that could result in loss of membership or bring The Site into disrepute.

1.1.6 To stop The Site from growing too fast, no more than six members will be elected in this way each year (from AGM to AGM).

2. CLINICAL COMPLAINTS PROCEDURE AND ORGANISATIONAL CODE OF CONDUCT & GRIEVANCE PROCEDURE

2.1 All members and trainees shall at all times fully comply with and be bound by The Site Clinical Complaints Procedure a copy of which is set out in Appendix

A hereto and by such amendments thereto as may from time to time be properly carried into effect.

- 2.2 All members shall at all times fully comply with and be bound by the Site Organisational Code of Conduct and Grievance Procedure, a copy of which is set out in Appendix B and by such amendments thereto as may from time to time be properly carried into effect. [Note that the Site Organisational Code of Conduct and Grievance Procedure relates to members' organisational work within, for and on behalf of The Site].

3. ETHICS COMMITTEE

- 3.1 The functions and powers of the Ethics Committee shall be to receive all written complaints alleging any breach by a member, trainee or student of the mandatory standards of conduct set out in the Site Clinical Complaints Procedure from time to time in force as provided for in this bye law and to deal with such complaints in accordance with the provisions set out in the Site Clinical Complaints Procedure.

The functions and powers of the Ethics Committee shall also be to receive all written complaints alleging any breach by a member working in or for The Site of the mandatory standards of conduct set out in the Site Organisational Code of Conduct from time to time in force as provided for in this bye law and to deal with such complaints in accordance with the provisions set out in the in the Site Organisational Code of Conduct Grievance Procedure.

- 3.2 The Ethics Committee shall at all times remain entirely independent of and shall not be answerable to the Council or to any other committee body or person in respect of any aspect of the manner in which it discharges and exercises its functions and powers save that the Ethics Committee shall be answerable to the Council in respect of the following only:

3.2.1 Reporting to the Chair of The Site and to the Council in accordance with the provisions of The Site Clinical Complaints Procedure and Site Organisational Code of Conduct Grievance Procedure from time to time in force.

3.2.2 Compliance with the rules of procedure provided for in The Site Clinical Complaints Procedure and Site Organisational Code of Conduct Grievance Procedure from time to time in force.

3.2.3 Any expenditure proposed to be incurred by the Ethics Committee.

- 3.3 The Ethics Committee shall comprise the Chairperson of the Ethics Committee (hereinafter referred to as the Ethics Chairperson) plus four ordinary members thereof.

- 3.4 The Ethics Chairperson and ordinary members of the Ethics Committee shall be elected by the members at the AGM; the Ethics Chairperson for a period of three years and the ordinary members for a period of three years.
- 3.5 Any person who is a member of The Site shall be eligible to stand for election to the Ethics Committee provided that no such person may also currently be a member of the Council.
- 3.6 In the event that no vacancy for election as an ordinary member of the Ethics Committee would otherwise occur at any AGM then at least one ordinary member of the Ethics Committee must resign before that AGM in order to create a vacancy and in the event of no ordinary member being willing to do so the Ethics Chairperson shall be empowered to determine (such decision to be final and binding) which ordinary member of the Ethics Committee shall retire for that purpose provided that any person who shall as a result of this provision only have served for less than a full term of three years and shall be eligible for immediate re-election for a further term of three years.
- 3.7 The Ethics Committee shall appoint an ordinary member of the Ethics Committee to act as Secretary thereof.
- 3.8 The Secretary of the Ethics Committee shall not less than 42 days prior to the AGM inform the Honorary Secretary of The Site of any vacancies which will occur at the AGM including any mandatory vacancy as herein provided for.

4. TRAINING COMMITTEES

- 4.1 The Site may from time to time operate one or more training committees with jurisdiction over Regional Centre trainings (referred to as RC TC) as distinct from the original Training Committee with jurisdiction over London trainings (referred to as London TC). The following by-laws shall apply as the context permits to each such training committee and are to be read in conjunction with the relevant Training Handbook/s.
- 4.2 Each Training Committee shall be responsible for:
 - 4.2.1 the relevant training programme in compliance with the requirements of these by laws;
 - 4.2.2 the selection and registration of all applicants to become trainees or students of the relevant Site training or introductory course; and
 - 4.2.3 the teaching, training, assessment or approval as to suitability and competence of all persons who seek membership of The Site, following training with The Site.
- 4.3 A Training Committee shall not be answerable to the Council nor to any other person or body for any decision it reaches in respect of any individual trainee or student but shall be answerable to the Council in respect of all other aspects of its duties.

- 4.4 Each Training Committees shall comprise such members of The Site as shall be elected by members of the Council. Such elections shall be held at the last meeting of the Council preceding October 1st in each calendar year save that the first elections only to the Training Committees following the coming into force of these bye-laws shall take place at the first meeting of the Council thereafter. All persons elected to a Training Committee shall, save as hereinafter expressly provided, serve for a term of four years commencing on October 1st immediately following election.
- 4.5 Any person shall be eligible for election to a Training Committee who is a member, is suitably qualified, and is able to satisfy the Council of his commitment to the objectives of The Site concerning the "mission statement" put forward by the Training Committees.
- 4.6 Each Training Committee shall elect one of its members to act as its Chairperson and one of its members as its Secretary each to serve for a period not exceeding three years with immediate effect at its first meeting following October 1st in any year when a vacancy for Chairperson or Secretary occurs. The period for which any member of the Training Committee is elected thereto shall be automatically extended for such further period as may be necessary to enable that person to serve a full term of three years following election as Chairperson or Secretary of the Training Committee. A Chairperson or Secretary upon completing a 3-year term on Training Committee may subsequently (subject to Council' agreement) stand and be re-elected for one or two more successive 1-year terms, to a maximum of additional two years. Chairpersons and Secretaries having served a 5-year term may be proposed for re-election to a training Committee only after three years out of office has elapsed.
- 4.7 No officer of The Site shall be eligible for election as Chairperson or Secretary of the Training Committee but shall be eligible as an ordinary member thereof.
- 4.8 In the event that at least one vacancy for election to a Training Committee would not otherwise occur at the last meeting of the Council preceding October 1st in each year then one member of the Training Committee must resign before that meeting of the Council in order to create at least one such vacancy. In the event of no members of the Training Committee being willing to do so the Chairperson of the Training Committee shall be empowered to determine (such decision to be final and binding) which ordinary member/s of the Training Committee shall resign for that purpose provided that any person who shall (as a result of this provision only) have served for less than a full term of four years shall be eligible for immediate re-election to the Training Committee for a further term of four years.
- 4.9 Subject to 4.8 above, a member on completing a 4-year term on a Training Committee may subsequently (subject to Council's agreement) stand and be

re-elected for one or more successive 1-year terms, to a maximum of additional four years. Members having served an 8-year term may be proposed for re-election to a Training Committee only after three years out of office has elapsed.

- 4.10 A Training Committee may with the prior consent of the Council co-opt any suitably qualified member to the Training Committee. Any person co-opted to a Training Committee shall cease to be a member thereof immediately after the last meeting of that committee which precedes the meeting of the Council at which elections to a Training Committee are due to take place and without prejudice to the possibility of further co-option and subject to the same conditions as are herein set out.
- 4.11 Each Training Committee shall send a written report of their activities and decisions to Council at least two weeks before each Council meeting is due to take place. By invitation of Council or request of a Training Committee, representatives of that Training Committee may by prior arrangement attend part of a Council meeting for reporting purposes.
- 4.12 Chairpersons and/or their representatives of the Training Committees shall meet together on a termly basis in order to ensure joint working and a consistent and unified approach to the Training and Introductory Courses. These meetings shall include discussion about, but not limited to, the assessment of coursework, the organisation of upcoming passes, the provision of teaching, and amendments to the Trainee Handbook/s. A written report of each meeting shall be submitted to Council for consideration at the subsequent Council meeting.

5. FINANCE AND SUBSCRIPTIONS

- 5.1 The financial year of The Site shall run from 1st January to the following 31st December in each year.
- 5.2 The income and property of The Site and all money received by or on behalf of The Site shall be applied solely towards the objectives of The Site and no portion thereof shall be transferred by way of dividend, bonus or profit to any member, trainee or student, provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration or reasonable and proper out of pocket expenses or both to any servant of The Site or to any member, trainee or other person for or arising out of services actually rendered by them to The Site. No payment of such remuneration shall be made to any member of the Council unless the following conditions are observed:

5.2.1 No such payment shall be made except in pursuance of a decision of the Council that the proposed payment does not contravene The Site's objectives.

5.2.2 No member of the Council to whom it is proposed to make such payment shall attend or participate in that part of any Council meeting where there is any discussion or vote in respect of such proposed payment or be counted for the purpose of the quorum at that part of such a meeting.

5.3 All moneys payable to The Site shall be received by the Honorary Treasurer or such other person or bank as the Council may from time to time appoint to receive the same.

5.4 Subscriptions, training and other fees shall become due in advance annually on 1st January of each year provided that training fees only may be paid in equal instalments prior to the beginning of each term. The first year's subscription of a newly elected member shall be due immediately upon their election.

5.5 If the payment of the annual subscription of a member or the fees of a trainee or student is not made within six months of becoming due they shall, following service of 28 days' notice thereof, cease to be a member or registered trainee or student forthwith. Furthermore, if the payment of the annual subscription of a member or the fees of a trainee or student is not made within three months of becoming due, then a further £25.00 penalty will be levied for late payment.

6. TRAINEES AND STUDENTS

6.1 A person shall be registered as a trainee or student of The Site after such process of assessment and selection as the relevant Training Committee shall from time to time deem appropriate provided that the Training Committee shall not be obliged to give any reason for any refusal to register any person as a trainee or student.

6.2 Registration as a trainee or student may be terminated at any time by the relevant Training Committee provided that the Training Committee shall be obliged to give written notice to such trainee or student and to the Council of its reasons for such termination.

6.3 Upon termination of registration as a trainee or student the person concerned shall be repaid within 14 days a part of his annual training fees for the current year (or if they shall have paid only an instalment of such fee, a part of such instalment) equal to the proportion, which the number of uncompleted months of training (including the month in which the termination occurs) in the current year (or period covered by the instalment) bears to the total number of months in the current year (or period).

6.4 Any person registered as a trainee or student shall be entitled to attend and speak at any AGM or EGM but not to vote thereat.

- 6.5 Any person who is registered as a trainee shall be eligible for membership of The Site on graduation.

7. MISCELLANEOUS

- 7.1 Save in respect of any elections or appointments which take place at the first AGM or in respect of any elections or appointments to any standing committees immediately following the implementation of these bye-laws (when any such elections or appointments shall have immediate effect) and save as otherwise expressly provided for in these bye-laws, the term of office in respect of the appointment or election of any officer, member of Council or member of any other committee or body herein referred to shall commence on January 1st following such appointment or election.
- 7.2 The Provisions of the bye-laws and any Code of Ethics and Conduct may be amended only at an AGM the notice of which shall specify any proposed amendment providing always that at least two thirds of the members of The Site present at the meeting shall vote in favour of any proposed amendment.
- 7.3 Any ambiguity or difference of opinion concerning the interpretation of these bye laws shall be referred to the Council whose decision shall be final.
- 7.4 As well as dealing with Motions from Council, it was agreed at the January 2000 EGM that Council would allow Motions from members at the EGM/AGM, provided these are duly proposed and seconded by two members and arrive at The Site office no later than six weeks before the EGM/AGM.

8. UKCP DELEGATES

- 8.1 Two delegates will be elected at AGM for a period of three years to serve as The Site's delegates to UKCP. At the first AGM of The Site for Contemporary Psychoanalysis Limited one delegate will be elected for three years and another for two years.

9. REGIONAL CENTRE MANAGEMENT GROUP AND REGIONAL CENTRE TRAINING

- 9.1 The Site shall underwrite the training the regional training centre ("RTC") associated with each regional Training Committee for as long as it operates under the auspices of The Site (including the use of the name "The Site for Contemporary Psychoanalysis" in its marketing/recruitment campaigns and evoking The Site in particular psychoanalytic, philosophical and ethical orientations, etc.) and the Regional Centre Management Group ("RCMG") responsible for running the RTC adheres to the requirements of the integrated bye-laws of The Site and of Council, with particular note to the following requirements:

- (a) all RTC income and revenue shall be paid in to the Site's bank account as nominated by Council;
 - (b) an annual Regional Centre budget shall be proposed by the RCMG and agreed with Council;
 - (c) full financial accounts are to be provided to Council on a quarterly basis at least two weeks prior to the Council meeting which next follows 28 days after the date on which the relevant accounting period ends.
 - (d) the RTC's activities shall be reported by the RCMG to and agreed with Council. Specifically, each RCMG shall submit a written report of their activities and decisions to Council at least two weeks before each Council meeting is due to take place. (This supplements and does not replace the reporting requirements of the regional Training Committees detailed in 4.10 above).
- 9.2 In the event that an RTC is closed or ceases to be associated with The Site in accordance with these bye-laws, the current RTC trainees shall remain trainees of The Site unless they choose otherwise. Council shall use its best endeavours to ensure that such Trainees continue their training with The Site in their own location.
- 9.3 It is the responsibility of the Council to audit and have oversight of the activities of the Regional Centre Training to ensure that it complies with The Site's ethos and UKCP training standards. The Council may from time to time require an audit of a RTC activities. Such an audit shall include but not be limited to its financial integrity, tutorial and supervision arrangements and relationships, training standards, teaching faculty and quality of student work.

APPENDIX A

SITE CLINICAL COMPLAINTS PROCEDURE

INTRODUCTION

This document sets out The Site's process for dealing with complaints against those psychotherapists and psychotherapeutic counsellors who are, or have recently been, Site Members. (For the sake of convenience, this procedure refers to members of both professions as Member or Trainees and the term applies in cases proceeding under Rule 3.4).

It identifies the decision-makers within The Site, namely the Ethics Committee Chair, Ethics Committee and Adjudication Panels, and sets out the process that begins when someone wants to make a complaint against a psychotherapist or psychotherapeutic counsellor.

The document itself is set out in a fairly formal style (simply because it is practically impossible to present a set of rules in any other way) but every effort has been made to make the language user-friendly.

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1. SCOPE OF THE COMPLAINTS AND CONDUCT PROCEDURE

1.1. The Site for Contemporary Psychoanalysis ('The Site') may consider any clinical complaint, relating to any of the following, to be evidence that a Member's continued membership of The Site, or a trainee's continued status as a trainee of the Site is called into question:

- 1.1.1. misconduct;
- 1.1.2. professional incompetence;
- 1.1.3. conviction or caution in the UK for a criminal offence (including court martial) or conviction elsewhere for an offence which if committed in the UK would constitute a criminal offence, and which is relevant to a Member or Trainee's professional practice;
- 1.1.4. physical or mental capacity relevant to a Member or Trainee's professional practice; or
- 1.1.5. a decision by: a body in the UK responsible for the regulation of a health, social care or other relevant profession; or an employer, to the effect that a Member's continued membership of The Site, or a trainee's continued status as a trainee of the Site is called into question.

1.2. In considering a complaint the Ethics Committee Chair ('EC Chair') must apply the UKCP Code of Ethics and Professional Practice or equivalent documents to which the Member or Trainee was subject at the time the alleged misconduct occurred, and identify which parts of the Code or equivalent documents are relevant to the complaint.

1.3. Where the alleged misconduct does not come within the scope of the UKCP Code of Ethics and Professional Practice, the EC Chair will notify any Complainant of this and the complaint will not progress under this procedure.

1.4. If the allegations are within the scope of the UKCP Code of Ethics and Professional Practice, the EC Chair will provide the Member or Trainee with a copy of the complaint and the complaint will progress in accordance with this procedure.

2. WHO CAN RAISE A COMPLAINT AGAINST WHOM?

2.1. Anyone who is a patient (current or former) of that member, a member of The Site, or a professional member of an organisation as recognised by the Council, provided they have a connection to the Respondent which is demonstrably relevant to the reported case may make a complaint against a Member or Trainee who is :

- 2.1.1. a Member or Trainee at the time of the complaint being lodged with

The Site; and

- 2.1.2. a Member or Trainee at the time of the conduct giving rise to a complaint or, if the Member or Trainee was not a Member or Trainee at the time of the conduct, the EC Chair determines that it would be reasonable and in the public interest to consider the complaint.
- 2.2. Subject to paragraph 2.3 a Member or Trainee is not protected from having a complaint heard under the Clinical Complaints Procedure simply because the alleged conduct occurred before this Clinical Complaints Procedure and any earlier versions came into force if the EC Chair is satisfied that it would be reasonable and in the public interest that the complaint should be considered.
- 2.3. Complaints should normally be made within three years of the conduct that forms the subject matter of the complaint (or three years from the date on which any Complainant became aware of the conduct, whichever is later). If this time limit is not observed, the EC Chair must decide whether, in all the circumstances of the case, it would be reasonable and in the public interest to allow the complaint to proceed.
- 2.4. If the Member or Trainee resigns from The Site, or fails to renew Their Site membership, after a complaint has been received by The Site, the complaint will still proceed pursuant to this procedure unless, in exceptional circumstances, the EC Chair determines it would not be reasonable or in the public interest for it to do so.

3. BEING SUBJECT TO OTHER PROCEEDINGS

- 3.1. The Interim Suspension Order (see section 9) and medical assessment processes are available at any point following receipt of an allegation.
- 3.2. Where a Member or Trainee is subject to complaints/disciplinary proceedings related to their practice by another organisation/regulator/employer or subject to legal action, consideration of a complaint under this Clinical Complaints Procedure may be suspended by the EC Chair until those other proceedings have been completed by the relevant organisation, regulator, employer, or the courts.
- 3.3. In the instance that the same complaint is lodged with The Site and another organisation/regulator/employer, the EC Chair will liaise with the relevant organisation/regulator/employer when considering suspending the Clinical Complaints Procedure until those other proceedings have been completed by the relevant organisation, regulator or employer.
- 3.4. When deciding whether to suspend consideration of the complaint, the EC Chair must weigh the interests of any Complainant, the Member or Trainee and the wider public before deciding whether it is appropriate to do so. The

EC Chair can review this decision at any time and give reasonable notice to the Member or Trainee that consideration of the complaint is resuming.

- 3.5. Where a complaint has been considered and not upheld by another person or organisation (including The Site), the EC Chair may decide not to consider a complaint based substantially on the same conduct.
- 3.6. When deciding whether to progress complaints that are being or have been heard elsewhere and concluded with no adverse findings, the EC Chair must weigh the interests of any Complainant, the Member or Trainee and the public interest before deciding whether it is appropriate to do so. The EC Chair must give reasons for their decision.
- 3.7. Where a Member or Trainee is the subject of other procedures by virtue of their status either as an employee or a Member or Trainee of another organisation or as being subject to another regulator, the EC Chair will consider whether to advise any Complainant to consult the relevant employer, organisation or regulator.

4. RAISING A COMPLAINT

- 4.1. To submit a complaint and to begin the Clinical Complaints Procedure, a complaint must be submitted to the Ethics Committee in writing, signed by the Complainant, identifying the Member or Trainee and normally using the complaints form available from the Ethics Committee and on our website. Email correspondence is acceptable only if it is used to send signed written correspondence as an attachment.
- 4.2. Where The Site receives an anonymous complaint or information about a Member or Trainee (which may include a declaration or information from the Member or Trainee directly about their suitability to be a Member), the EC Chair will determine whether the allegation is independently verifiable or admitted by the Member or Trainee. If the EC Chair determines that there is sufficient information to enable him to proceed and they think it is reasonable and in the public interest that they should do so, the complaint may proceed without a Complainant.
- 4.3. The Site will not normally process a complaint where any Complainant makes the complaint on the basis that their anonymity will be preserved, unless the Complainant confirms in writing their acceptance that they may be identified, or become identifiable, during any action which The Site may decide to take.

5. SCREENING

- 5.1. The screening process is concerned with deciding, in a transparent and professional manner, whether there is a realistic prospect that the complaint will be upheld i.e. that the Ethics Committee may determine that the Member or Trainee may not be suitable to remain a member or trainee of The Site (a)

at all or (b) without the imposition of appropriate restrictions on or conditions of practice.

- 5.2. Where the EC Chair, having applied the procedures set out in sections 1-4 above, determines that The Site has received a complaint against a Member or Trainee or the case is proceeding under 4.2, it shall be screened under these provisions.
- 5.3. The EC Chair will invite the Member or Trainee to respond to the complaint usually within 21 days of the complaint being sent to the Member or Trainee. A copy of any response received from the Member or Trainee will usually be provided to any Complainant except in cases where there is more than one Complainant and confidential client-specific information is contained within the response, in which case an appropriately redacted response may be provided.
- 5.4. The EC Chair may at any time ask the Complainant to produce any documents/evidence relevant to their complaint and the Complainant must do their best to produce the requested documents/evidence.
- 5.5. The Member or Trainee will be encouraged to provide within 21 days any documents or information requested by the EC Chair, but is not compelled to do so.
- 5.6. The EC Chair may conduct such investigations as they consider reasonable and necessary to make decisions under the Clinical Complaints Procedure.
- 5.7. When all required documentation has been received the EC Chair will decide whether the realistic prospect test, as set out in 5.1, is met. If the EC Chair feels unable to make this decision, they must refer the matter to the Ethics Committee which must make the decision.
- 5.8. The Ethics Committee maintains oversight of all decisions made during the screening process. Before the EC Chair takes a final decision, they must seek the advice of the Ethics Committee. However, the final decision rests with the EC Chair.
- 5.9. If the realistic prospect test is met the case will usually be referred to an Adjudication Panel. However, if in the opinion of the EC Chair after consultation with the Ethics Committee,
 - (a) the complained of behaviour is such that the Member or Trainee has fully acknowledged and addressed it satisfactorily and undertakes not to repeat it, and
 - (b) the imposition of restrictions on or conditions of practice is not necessary or appropriate,then the EC Chair may discontinue the Clinical Complaints Procedure. If the behaviour is repeated in the future, the EC Chair may re- start the Clinical

Complaints Procedure.

- 5.10. The Member or Trainee and any Complainant will be notified in writing of the decisions made under 5.7 and 5.8.
- 5.11. If the realistic prospect test has not been satisfied or if a decision is made to discontinue the process under section 5.9, any Complainant must be informed that they may re-submit the complaint one more time with any additional evidence that may satisfy the realistic prospect test.
- 5.12. Where the realistic prospect test has been met satisfactorily and the case has been referred to an Adjudication Panel, the Member or Trainee will be notified and provided with notification of the alleged breaches of the UKCP Code of Ethics and Professional Practice or equivalent documents.
- 5.13. There is no appeal against a decision relating to the outcome of the screening process.

6. ADJUDICATION PANEL

- 6.1. The parties in proceedings before an Adjudication Panel are The Site and the Member or Trainee. Normally the case against the Member or Trainee will be presented by a Presenting Officer who may be the EC Chair or someone instructed by the EC Chair. The Complainant, if present, may be called as a witness.
- 6.2. An Adjudication Panel normally consists of three persons and the proceedings will be audio or video recorded.
- 6.3. The Adjudication Panel will be selected from a list held by the Ethics Committee and the Chair must be a lay person. The Adjudication Panel will normally consist of three members: one person who is a clinically qualified practitioner registered with the UKCP, BPC, or HCPC; one person with relevant legal/mediation experience; and one person with similar suitable knowledge or experience. The EC Chair will provide the Member or Trainee and any Complainant with the proposed composition of the Adjudication Panel prior to the hearing. Members or Trainees may raise an objection about a person on the Adjudication Panel if they can satisfy the EC Chair (who will seek the view of the Ethics Committee) that a fair-minded and informed observer would consider there to be a real possibility of bias; in such cases the EC Chair will seek an alternative person. If the EC Chair is not satisfied the matter will be raised at the Adjudication Panel hearing. An Adjudication Panel person must have had no prior involvement with the complaint.
- 6.4. The EC Chair will fix a date on which the Adjudication Panel is to hear the case, providing at least 42 days' notice to the parties of the day, time and venue for the Adjudication Panel hearing.
- 6.5. No later than 28 days before the hearing, the parties are required to provide

the EC Chair with a list of the names of the persons they propose to call to give evidence and a list and copy of any documents/statement of evidence they propose to present.

- 6.6. The parties are encouraged to agree the documents they will present at the hearing (known as 'the bundle') no later than two weeks before the hearing and only agreed documents will go to an Adjudication Panel. Any disagreements about the inclusion/exclusion of documents in the bundle will be dealt with by way of an application to the Adjudication Panel at the hearing.
- 6.7. The EC Chair must provide the Adjudication Panel and the Member or Trainee or their representative with copies of the bundle.
- 6.8. At the Adjudication Hearing any Complainant and Member or Trainee may be accompanied by another person of their choosing for support.
- 6.9. The Member or Trainee is entitled to be legally represented at their own expense. In the event the Member or Trainee is not legally represented they can represent themselves.
- 6.10. Either party has power to call an expert as a witness to advise or assist the Adjudication Panel.
- 6.11. Cases will normally be decided after oral hearings at which the parties have the opportunity to make submissions, to give evidence and to call witnesses; but, if the Adjudication Panel and the parties agree, cases may also be decided:
 - 6.11.1. after hearings at which the evidence is presented in the form of written statements, the parties' oral contributions are limited to making submissions and answering questions from the panel on those submissions; or
 - 6.11.2. without an oral hearing, with all submissions, as well as the evidence, being presented in the form of written statements. This may be particularly appropriate where the Member or Trainee admits the allegations and wants to make representations/submissions only in relation to the admitted breach(es), their suitability to be a Site member and any sanction.
- 6.12. The civil standard of proof (on the balance of probabilities) will apply. The burden will be on the Presenting Officer to establish any underlying facts to this standard to the Adjudication Panel.
- 6.13. Any Complainant, the Member or Trainee and witnesses for The Site are entitled to claim reasonable reimbursement from The Site (in accordance with its relevant policy) of expenses they incur in attending a hearing but are not entitled to claim legal or other professional costs or the costs of preparing for

a hearing.

6.14. The Chair of the Adjudication Panel must explain to the parties the order of proceedings which it proposes to adopt and unless the Adjudication Panel decides otherwise, the order will be:

6.14.1. the Presenting Officer to read out the allegations and for the Member or Trainee to indicate whether any of the facts alleged and/or suitability to be a member of The Site without restriction are admitted;

6.14.2. the Presenting Officer to present the case, including any witnesses and expert evidence against the Member or Trainee and to present the evidence in support of that case, focusing on the contested allegations and the background to any admitted matters. Any witnesses shall be examined by the Presenting Officer, may be cross-examined by the Member or Trainee or their representative, may be re-examined by the Presenting Officer and may be questioned by the Adjudication Panel.

6.14.3. on the application of the Member or Trainee, the Adjudication Panel may deliberate in private to consider whether sufficient evidence has been produced for there to continue to be a case to answer by the Member or Trainee. If the Adjudication Panel considers that insufficient evidence has been produced and there is no possibility of the Member or Trainee being found to be unsuitable to be a Site member it must dismiss the allegation(s) without hearing evidence from the Member or Trainee;

6.14.4. the Member or Trainee may respond to the allegations. Any witnesses shall be examined by the Member or Trainee or their representative, may be cross-examined by the Presenting Officer, may be re-examined by the Member or Trainee or their legal representative and may be questioned by the Adjudication Panel. Where the Member or Trainee admits all the material facts of the allegation, the Adjudication Panel must invite any submissions from the Member or Trainee as to the circumstances surrounding the case.

6.15. The Adjudication Panel may exclude from the proceedings any person whose conduct, in its opinion, is likely to disrupt the orderly conduct of the proceedings. Its reasons must be given at the hearing.

6.16. The Adjudication Panel will normally exclude witnesses (other than the parties) from the proceedings until it is their turn to give evidence.

6.17. The Adjudication Panel may deliberate in private at any time during the hearing.

6.18. In proceedings before the Adjudication Panel the following people may, where the quality of their evidence is likely to be adversely affected, be treated as vulnerable witnesses:

- 6.18.1. any witness under the age of 18 at the time of the hearing;
- 6.18.2. any witness with a mental disorder within the meaning of the Mental Health Act 1983;
- 6.18.3. any witness who is significantly impaired in relation to intelligence and social functioning;
- 6.18.4. any witness with physical disabilities who requires assistance to give evidence;
- 6.18.5. any witness where the allegation against the practitioner is of a sexual nature and the witness was the alleged victim; and
- 6.18.6. any witness who complains of intimidation.

6.19. Subject to any representations from the parties, the Adjudication Panel may adopt such measures as it considers desirable to enable it to receive evidence from a vulnerable witness. Measures adopted may include, but are not limited to:

- 6.19.1. use of video links;
- 6.19.2. use of pre-recorded evidence of a witness, provided that the witness is available at the hearing for examination;
- 6.19.3. use of interpreters, signers, translators or intermediaries;
- 6.19.4. screens or similar provisions.

6.20. Where the allegation against the Member or Trainee involves matters that are sexual in nature, the witness is an alleged victim and the Member or Trainee is acting in person or is not legally represented, the Member or Trainee will not be permitted to cross-examine the witness directly. The Member or Trainee will be permitted to appoint a representative to cross-examine the witness, subject to approval by the Adjudication Panel.

6.21. The Adjudication Panel will rule the following matters:

- a) if the allegations have been proven or admitted;
- b) whether the proven or admitted allegations amount to a breach of The UKCP Code of Ethics and Professional Practice
- c) whether any such breaches are such that it is not suitable for the Member or Trainee to remain a member of The Site either at all or without any restrictions or conditions; and

d) if appropriate, what sanction(s) are to be applied.

6.22. Before the Adjudication Panel rules on each of the steps in 6.21, it must invite submissions from both the Presenting Officer and the Member or Trainee; such submissions may address one or more of the matters to be decided, as the Adjudication Panel directs. The Adjudication Panel must announce its decision and the reasons for them at each stage.

6.23. Where the Adjudication Panel is satisfied that the Member or Trainee is not suitable to remain a member of The Site without any restrictions or conditions it must decide on which sanctions to impose based on the allegations that are upheld. The Adjudication Panel can impose one or a combination of sanctions listed below. They are:

6.23.1. A requirement for a verbal or written apology to the Complainant where the Member or Trainee has acknowledged mistake(s); and/or

6.23.2. Issuing a letter of warning to the Member or Trainee in relation to specific conduct or misjudgement,; and/or

6.23.3. A requirement on the Member or Trainee to write a report and/or give an oral statement to the Adjudication Panel to show what they have learned from the experience, by a given date. If a written report is directed it must be submitted to the EC Chair who must circulate it to the Adjudication Panel. The Adjudication Panel will then decide whether learning has been achieved, and either decide on further sanctions or close the case; and/or

6.23.4. A requirement for the Member or Trainee to undergo further training in a specified area of practice, which is monitored by the Ethics Committee. A deadline for completion is set and a report required from the Member or Trainee to confirm the training has been satisfactorily completed. The report is to be sent to the EC Chair who must circulate it to the Adjudication Panel, which must decide whether learning has been achieved, and either decide on further sanctions or close the case; and/or

6.23.5. A requirement on the Member or Trainee for further (a) supervision or (b) psychoanalysis or both for a minimum length of time, to be specified by the Adjudication Panel, which must identify the goals to be achieved. The supervisor or psychoanalyst is to be selected by the Ethics Committee unless otherwise stipulated by the Adjudication Panel and the supervision or psychoanalysis must be monitored every six months by the Ethics Committee. At the end of the time period a report is required from the supervisor or psychoanalyst to confirm the supervision or psychoanalysis has been satisfactorily completed. The report is to be sent to the EC Chair who must

circulate it to Adjudication Panel, which must decide whether learning has been achieved, and either decide to impose further sanctions or close the case; and/or

6.23.6. The making of a Conditions of Practice Order (CPO). A CPO is a means by which The Site ensures that the quality of its Member or Trainee is sustained. A CPO is limited for a maximum of 12 months. A CPO may include but is not limited to one or more of the following:

- a) to cease practising in a certain manner; and/or
- b) to practise under a specified supervision regime; and/or
- c) to be subject to audit or inspection; and/or
- d) to be subject to additional training or assessment; and/or
- e) to undergo assessment and/or treatment by an appropriate registered health practitioner; and/or
- f) to provide independent reports on physical or mental health to the Ethics Committee.

6.23.7. Make a Suspension Order for a maximum of one year.

6.23.8. A direction that the Member's membership of The Site or a Trainee's continuance on the training shall be terminated.

6.24. Failure by the Member or Trainee to comply with the imposed sanctions in 6.23 will result in the EC Chair making representations to the Site Council requesting suspension or termination of the Member's Site membership, or suspension or termination of the Trainee's participation in the training.

6.25. When the Adjudication Panel has made its initial decision under 6.23 both parties and any Complainant must be notified of the decision and the reasons for reaching it and where applicable any right of appeal.

6.26. The Adjudication Panel must state, in writing, the reasons for its decisions and its statements of reasons must be published according to the relevant Site data policy.

6.27. In deciding the sanctions, the Adjudication Panel must ensure that any sanction imposed on the Member or Trainee is proportionate, having balanced the interests of the Member or Trainee and the public interest.

6.28. Where an Interim Suspension Order is already in place at the time of the Adjudication Panel hearing, the Adjudication Panel will review and direct whether it should remain in place until the period allowed for lodging an appeal has passed. If an appeal is lodged, any Interim Suspension Order may remain in place until the appeal has been heard. If no appeal is lodged within 28 days of the decision, any sanctions imposed by the panel will come into

effect automatically the following day.

6.29. If a sanction is such that the Member or Trainee is required to cease practising, the Presenting Officer may request that an Interim Suspension Order be imposed at the end of the Adjudication Panel hearing, in accordance with clause 9 of this Procedure, to cover the appeal period. This is subject to the requirement that the possibility of such an Order being sought has been notified to the Member or Trainee in advance of the hearing.

6.30. The EC Chair must monitor the sanctions imposed and upon completion of the sanctions notify the Ethics Committee, the Site Membership committee and any other organisation the Member or Trainee belongs to.

6.31. Where the parties are agreed that:

a) there has been compliance with the sanctions.

b) sanctions should be extended or varied, and the terms are agreed;

the Ethics Committee can review the case and communicate its decision via the EC Chair.

6.32. Where the EC Chair is of the opinion that the sanctions are not complied with and the Member or Trainee has failed to submit a reasonable written statement of their failure to comply with sanctions to the Ethics Committee, and this is not agreed by the Member or Trainee, the Adjudication Panel may need to meet for a review to consider the matter, and should invite the parties to provide their submissions either in writing or orally (in attendance).

6.33. At a review, having considered the submissions of both parties, an Adjudication Panel may make any order under 6.23 as it considers appropriate and will give reasons for its decision.

6.34. Details of the decisions of Adjudication Panel cases will be published in accordance with The Site's relevant data policy.

7. APPEAL

7.1. Either party (The Site or the Member or Trainee) has the right to appeal against a decision of the Adjudication Panel under 6.21 or 6.23. Appeals must be lodged within 28 days of the final decision being sent to The Site and the Member or Trainee.

7.2. The Complainant does not have a right to appeal against the decision of the Adjudication Panel. The Complainant can request the Ethics Committee to appeal against the decision of the Adjudication Panel; however, it is the Ethics Committee's decision whether they should invoke the right to appeal.

7.3. Documentation to support a request for an appeal must be accompanied by a brief statement/notice of appeal setting out the grounds and reasons for

appeal as set out below.

7.4. The following shall be grounds of appeal:

- a) an alleged procedural irregularity or error which renders the decision unsafe; or
- b) the decision on sanction was unduly lenient; or
- c) the availability of new or further evidence that was not reasonably available at the time of the Adjudication Panel hearing and which is likely to have had a material effect on the outcome of the complaint.

The Member or Trainee has grounds to appeal a decision on a sanction that they found or they believe was unduly severe.

7.5. For the purposes of paragraph 7.4(a), a procedural error or irregularity may have occurred if:

- 7.5.1. the Adjudication Panel has had regard to irrelevant considerations or has failed to have regard to relevant ones; or
- 7.5.2. one or more persons of the Adjudication Panel were biased or apparently biased; or
- 7.5.3. the Adjudication Panel has not provided an adequate statement of the reasons for their decisions.

7.6. An application for an appeal must be decided by an Appeal Panel Chair (who will be a lay person) appointed by the EC Chair and selected from a list held by The Site. The Appeal Panel Chair must have had no prior involvement with the complaint.

7.7. The Appeal Panel Chair will determine, within 14 days of receipt of the Appeal, whether permission to appeal should be granted and communicate their decision to the EC Chair. The test for granting permission is whether one or more of the grounds are considered to be arguable.

7.8. Where permission to appeal is not granted by the Appeal Panel Chair, the EC Chair will notify the Member or Trainee, The Site Membership Committee, Ethics Committee and any Complainant and the matter will be deemed to be concluded.

7.9. Where permission to appeal has been granted, the EC Chair will notify the Member or Trainee, The Site Membership Committee and any Complainant.

7.10. An Appeal Panel normally consists of three persons.

7.11. The EC Chair will convene an Appeal Panel from a list held by The Site and the lay Chair can be the same Chair who granted the application to appeal. The EC Chair will provide the Member or Trainee and any Complainant with

the proposed composition of the Appeal Panel prior to the hearing. Members or Trainees may object to a person on the Appeal Panel if they can satisfy the EC Chair that a fair- minded and informed observer would consider there to be a real possibility of bias; in such cases the EC Chair will seek an alternative person. If the EC Chair is not satisfied, the matter will have to be raised at the Appeal Panel hearing. An Appeal Panel person must have had no prior involvement with the complaint.

7.12. The party making the appeal must submit and circulate the appeal documentation to be considered by the Appeal Panel no later than 28 days before the hearing. The Respondent to the appeal may add their response to the appeal and any documents in response no later than 14 days before the hearing.

7.13. The burden shall be on the party making the appeal to satisfy the Appeal Panel that one or more of the grounds of appeal should be upheld and that decision being appealed was wrong.

7.14. Except where the Appeal Panel decides otherwise, the appeal hearing will proceed as follows:

7.14.1. the party making the appeal or their representative shall address the Appeal Panel on their grounds of appeal and direct the Appeal Panel to any relevant evidence;

7.14.2. the party defending the appeal or their representative shall respond to the appeal and direct the Appeal Panel to any relevant evidence;

7.14.3. the Appeal Panel may allow either party present an opportunity to make a closing submission with the person making the appeal being allowed to have the final word;

7.14.4. the Appeal Panel may then in private make its decision in relation to the appeal and may seek legal advice if necessary; and

7.14.5. the Chair of the Appeal Panel shall announce the Appeal Panel's decision and reasons.

7.15. The Appeal Panel which decides an appeal can make the following decision:

a) dismiss the appeal; or

b) grant the appeal and (subject to rehearing any aspects of the case to the extent necessary) make any decision which the Adjudication Panel could make under clause 6 of this Procedure.

7.16. Any decision of an Appeal Panel shall take effect from the date specified by the Appeal Panel.

8. ASSESSMENT OF A MEMBER OR TRAINEE'S PHYSICAL OR MENTAL HEALTH

- 8.1. This process is available at any stage of the Clinical Complaints Procedure.
- 8.2. Where an allegation appears to raise an issue regarding a Member or Trainee's physical or mental health which could affect their practice, the EC Chair will invite the Member or Trainee to attend an assessment with a medical practitioner appointed by The Site at its own expense.
- 8.3. If the Member or Trainee refuses to attend a medical assessment, the Adjudication Panel will be notified of the refusal and will take it into consideration when considering the Member or Trainee's suitability to remain as a trainee or member of the Site.
- 8.4. The medical practitioner will examine the Member or Trainee and report on (a) their physical health or (b) their mental health or both, and its relevance to the Member or Trainee 's professional practice.
- 8.5. The Member or Trainee is entitled to nominate other medical practitioners, at their own expense, to submit a report to the EC Chair or the Adjudication Panel (as appropriate) on their physical or mental health, which will be considered in addition to The Site's medical assessor's report.

9. INTERIM SUSPENSION ORDER

- 9.1. The Interim Suspension Order process is available to be run at any stage of the Clinical complaints process after a written complaint has been received by The Site.
- 9.2. If a complaint suggests to the EC Chair, Ethics Committee, or the Adjudication Panel that an Interim Suspension Order may be necessary for public protection, be otherwise in the public interest and/or be in the interests of the Member or Trainee , the EC Chair will request and make an application for an Interim Suspension Order.
- 9.3. An application for an Interim Suspension Order will be heard by an Interim Order Panel. An Interim Order Panel normally consists of three persons and may have the assistance of an independent Legal Assessor.
- 9.4. An Interim Order Panel will normally comprise two professional persons who are psychotherapists and a lay Chair and will be appointed by the EC Chair selected from a list held by the Ethics Committee. The EC Chair will notify the Member or Trainee of the time, date and venue for the Interim Order Panel hearing.
- 9.5. The application for an Interim Suspension Order shall be served on the Member or Trainee in such time in advance of the Interim Order Panel hearing as may be reasonable in all the circumstances of the case.

- 9.6. The application for an Interim Suspension Order shall include a copy of the complaint or any information and state the reasons why an Interim Suspension Order may be necessary for the protection of members of the public, or is otherwise in the public interest, or is in the interest of the Member or Trainee .
- 9.7. The EC Chair will serve the application on the Member or Trainee and the Interim Order Panel.
- 9.8. The Member or Trainee must be given an opportunity to appear before an Interim Order Panel and submit representations before the Interim Suspension Order is issued.
- 9.9. The Interim Order Panel may make an Interim Suspension Order notwithstanding the absence of the Member or Trainee, if the Interim Order Panel is satisfied that all reasonable efforts have been made to serve the Member or Trainee with the application.
- 9.10. The request for an Interim Suspension Order will be determined by an Interim Order Panel or by the Adjudication Panel upon hearing representations from the EC Chair and the Member or Trainee .
- 9.11. The Interim Order Panel will deliberate in private and make and notify the parties of the following decision:
- a) whether to grant an Interim Suspension Order;
 - b) the length of an Interim Suspension Order (maximum of 18 months);
 - c) the terms of the Interim Suspension Order; and
 - d) the arrangements for review of the Interim Suspension Order.
- 9.12. Orders should be reviewed by an Interim Order Panel:
- a) as directed by the initial Interim Order Panel; and/or
 - b) shortly before the expiry of an existing Interim Suspension Order; and/or
 - c) in the event of a significant change of circumstances.
- 9.13. Any psychotherapy organisation that the Member or Trainee is a member of will be notified of any application for Interim Suspension Orders.

10. RESTORATION OF REGISTRATION PROCESS

- 10.1. This process applies if a person whose Site membership has been terminated by a decision under the Clinical complaints process wishes to re-register. It will apply when:
- a) not less than three years has elapsed since the termination; and

- b) the former Member submits a report to show what they have learned from the experience; and
- c) the former Member submits a report from a Ethics Committee-approved supervisor in favour of the re-registration.

10.2. The reports must be submitted to the EC Chair.

10.3. The Ethics Committee must decide on whether the former Member is re-registered and state its reasons in writing. The Ethics Committee may accept and consider any written observations received from the EC Chair and shared with the Member.

10.4. A person seeking restoration can only make one application for restoration for registration in any 12-month period.

APPENDIX B

THE SITE ORGANISATIONAL CODE OF CONDUCT & GRIEVANCE PROCEDURE

INTRODUCTION

As members and trainees of The Site for Contemporary Psychoanalysis (“The Site”), we are expected to be familiar with this Site Organisational Code of Conduct and Grievance Procedure (“Code”) and to conduct ourselves with due regard for The Site’s objectives, its good name and reputation, and the rights of others. Although it is anticipated that Site members and trainees will generally act in a responsible manner, it is important for everyone to be confident that there is a clear mechanism to address any conduct that might contravene the Code.

Trainees are subject to the Code in the same way as members, and are subject to the same rights and obligations in their capacity as complainants and respondents, except where specifically stated otherwise.

The Code provides a framework, administered according to the Grievance Procedure, through which members/trainees of The Site can work together to create a positive environment in which these important values can be realised. We hope that by following the Code and understanding the reasons behind it, members/trainees will be able to make the most of their time at The Site.

The Code does not provide a route for clients or supervisees of members/trainees to pursue complaints in relation to members’/trainees’ conduct of their clinical practice. All clinical complaints in relation to UKCP registrants are heard by the UKCP rather than The Site. The Chair of Council or the Ethics Committee can advise concerned individuals regarding the appropriate route to pursue clinical complaints in relation to Site trainees and Site members who are not UKCP registrants.

SITE ORGANISATIONAL CODE OF CONDUCT AND GRIEVANCE PROCEDURE

1. Purpose of The Site Organisational Code of Conduct and Grievance Procedure

The Site Organisational Code of Conduct and Grievance Procedure [The Code] provides the primary definition of what constitutes appropriate and inappropriate conduct for members/trainees of The Site.

2. Applicability of The Code

2.1. The Code applies to members'/trainees' conduct:

- 2.1.1. While engaging in any Site activity.
- 2.1.2. While performing a role authorised by The Site.
- 2.1.3. While attending any event organised by The Site.
- 2.1.4. While representing The Site.

3. Site Grievance Procedure

Failure to comply with the Code constitutes misconduct and may result in members/trainees being referred to The Site Grievance Procedure, administered by the Ethics Committee.

4. Guiding Principles Regarding Good Conduct.

4.1. The Site considers the following to represent good conduct on the part of Site members/trainees:

- 4.1.1. Behaving in a responsible and professional manner designed to foster mutual respect and understanding between all members/trainees of The Site.
- 4.1.2. Acting within the law and refraining from any conduct likely to bring The Site into disrepute.

5. Guiding Principles Regarding Misconduct

5.1. The Site considers the following to be likely to represent misconduct on the part of Site members/trainees. This list should not be considered exhaustive:

- 5.1.1. Violent, disorderly, threatening, bullying, or abusive behaviour or language.
- 5.1.2. Conduct likely to lead to physical injury.
- 5.1.3. Serious disruption of, or improper interference with, the administrative, training, social or other activities of The Site.
- 5.1.4. Acts of fraud, deceit, deception or dishonesty in relation to The Site or its members/trainees.
- 5.1.5. Any action likely to bring The Site into disrepute.

- 5.1.6. Failure to respect the rights of others to freedom of belief and freedom of speech.
- 5.1.7. Unfair discrimination in respect of another's gender, race, ethnic background, culture, (dis)ability, sexual orientation, age, religion, socio-economic status or any other protected characteristic, as specified in the Equality Act 2010.
- 5.1.8. Harassment of any kind, as specified in the Equality Act 2010, towards a member/trainee, or authorised/invited visitor to The Site and its activities.
- 5.1.9. The raising of false, malicious or vexatious grievances under the Code.
- 5.1.10. Subjecting anyone raising an ethical concern or grievance to retaliatory abuse or misconduct.
- 5.1.11. Repeated minor misconduct which collectively represents more serious misconduct.

6. Provisions Regarding Trainees

- 6.1. Except where expressly provided otherwise, all trainees of The Site shall be subject to the Code and Grievance Procedure in the same way as full members of The Site. Both members and trainees may be complainants or respondents in relation to a grievance under the Code.
- 6.2. The Code and Grievance Procedure do not grant trainees any voting rights in respect of any proceedings of The Site, or any additional entitlement to be elected to any committee or adjudication panel authorised by The Site.

SITE GRIEVANCE PROCEDURE

ADMINISTRATION

7. Applicability of the Code

- 7.1. The Code represents a contractual relationship between current members/trainees of The Site.
- 7.2. Grievances may only be pursued by complainants who are current members/trainees of The Site. Other individuals, including ex-members/ex-trainees, who are concerned about the conduct of a current member/trainee may approach the Chair of the Council who may pursue the matter as a complainant on behalf of the organisation. This provides a formal route for all individuals to raise concerns about the specific conduct of Site members/trainees, while ensuring that respondents are only subject to grievances pursued by complainants who are themselves accountable under the Code.

- 7.3. The Code only applies to current members/trainees and will not be applied to respondents who have left or subsequently leave The Site.
- 7.4. The Ethics Committee does not hear anonymous grievances, and a complainant may not pursue third-party grievances on behalf of someone else.
- 7.5. The emphasis of the Code is on unacceptable conduct on the part of individuals which is incompatible with holding any role or conducting any work within The Site. As such, the Code only applies to individuals and individual conduct, and not to committees of The Site.
- 7.6. The Code does not seek to manage or regulate members'/trainees' personal relationships or interpersonal conflicts. Any concerns that personal relationships and private conduct represent a conflict of interest will be addressed under The Site's Conflict of Interest Policy.
- 7.7. If conduct complained of arises in relation to a specific role or task, the Ethics Committee may refer the matter to the relevant committee. An example of this would be concerns about the performance of a tutor being referred to the Chair of the Training Committee to be addressed under The Site Trainee Grievance Process.
- 7.8. Complainants who have concerns about administrative decisions and governance matters need to approach The Site committee in question in the first instance. The terms of reference for each Site committee will specify how that committee and The Site Council will respond to concerns about that committee's work. Any such concerns that remain unresolved need to be addressed via the democratic processes of The Site.

8. Administration of the Code

- 8.1. The Code and the Grievance Procedure seek to provide a clear and robust process for the resolution of disputes. Alongside that, it is anticipated that the administration of the Code will emphasise the importance of dialogue and the resolution of disputes.
- 8.2. The main tasks of the Ethics Committee in respect of the Code are:
 - 8.2.1. To decide whether grievances fall within the scope of the Code.
 - 8.2.2. To require and endeavour to ensure that parties' written submissions to the Ethics Committee and adjudication panels are coherent, comprehensive and clear. The Ethics Committee has the authority to require that a party resubmit documentation in what it regards as a more appropriate format.
 - 8.2.3. To select and appoint panellists to serve on panels.
 - 8.2.4. To administer the provisions of the Code more generally in accordance with the Grievance Procedure and The Site's Bye-Laws.

- 8.3. The administration of the Code will be subject to the principles of natural justice. The standard of proof will be the balance of probabilities standard.
- 8.4. The Ethics Committee and any adjudication panels will seek to work and make decisions on the basis of what is reasonable and fair. This includes the various time scales applied by the Ethics Committee and adjudication panels in the course of their work.
- 8.5. It is expected that correspondence between parties, the Ethics Committee and panellists will be conducted in a professional manner. All such correspondence is subject to the provisions of the Code.
- 8.6. The Ethics Committee owes a duty of confidentiality to the parties to a matter. There are certain ethical and legal limits to that duty of confidentiality, including situations related to serious crime or where there is a significant risk of someone coming to harm.
- 8.7. If a grievance affects more than one member/trainee, the grievances should be raised individually. Only with the agreement of the Ethics Committee may a grievance be raised collectively. Where a complainant raises more than one grievance, the Ethics Committee has discretion to deal with the different matters within the same adjudication process.
- 8.8. The mechanisms for reviewing or challenging the work of the Ethics Committee or an adjudication panel are the appeal processes described in the Code, rather than the pursuit of a grievance against the Ethics Committee or a panel.
- 8.9. In the event that a member of the Ethics Committee is subject to a conflict of interest, an appropriate member of the Ethics Committee shall act in their place as circumstances require.
- 8.10. The Ethics Committee will agree with the Chair of The Site Council as to the number of matters it can administer at any one time, and scheduled pauses to its work over holiday periods.

9. Raising a Grievance

- 9.1. Before formally raising a grievance under the Code, a complainant will be invited to make use of the Consultation Committee, with a view to resolving their concerns on an informal basis. If appropriate, the Consultation Committee will remain available as a venue for informal resolution following the lodging of a formal grievance.
- 9.2. Complainants intending to pursue a formal grievance may discuss this in confidence with a member of the Ethics Committee. Any such confidential discussion does not represent the formal raising of a grievance, and will not be included in the formal records of the Ethics Committee.
- 9.3. Any grievance lodged with the Ethics Committee on a formal basis must be submitted using the required form. That form and any associated

documentation will be entered into the formal records of the Ethics Committee, will be shared with the members of the Ethics Committee, and then the respondent.

- 9.4. Where one or more of the parties is a trainee:
 - 9.4.1. The Ethics Committee may, if appropriate, and with the agreement of the Training Committee, refer the grievance to the Site Trainee Grievance process.
 - 9.4.2. A copy of any grievance lodged with the Ethics Committee on a formal basis will be provided to the Chair of the Training Committee.
 - 9.4.3. The Ethics Committee will keep the Chair of the Training Committee informed of the progress of the grievance sufficient to allow the Training Committee to support the trainee and their progress in the training.
 - 9.4.4. Any additional disclosure to the Training Committee regarding the grievance and its administration is at the discretion of the Chair of the Training Committee.
 - 9.4.5. The Site Council will offer to provide any such trainee(s) with a mentor to support them during any formal grievance process. Any such mentor will be an appropriately experienced member of The Site.

10. Decisions Regarding the Acceptance of Grievances

- 10.1. Once a grievance is formally lodged, one or more members of the Ethics Committee will meet with the complainant to discuss their grievance and possible avenues to resolve the matter. One or more members of the Ethics Committee will then meet with the respondent on the same basis.
- 10.2. Such meetings between members of the Ethics Committee and the parties may be in-person or via video conferencing. For in-person meetings, a digital audio recording will be made of the proceedings. Meetings conducted via video conference will be video recorded. Any records of formal hearings will be subject to The Site's applicable data policies and retained by the Ethics Committee.
- 10.3. It is possible that the matter will be resolved in the course of these discussions. If not, the Ethics Committee will consider and decide whether the grievance in question falls within the scope of the Code. In the event that the Ethics Committee are not unanimous in their decision, their decision shall be by majority vote, with the Chair of the Ethics Committee having a casting vote in the event of a tie.
- 10.4. If the Ethics Committee decides that the grievance falls within the scope of the Code:

- 10.4.1. Subject to the agreement of all the parties and the Ethics Committee, the matter may be passed on to the Mediation Process (see section 11).
- 10.4.2. In the absence of a successful Mediation Process, the matter will be passed on to a Formal Hearing Panel to adjudicate the matter (see section 15).
- 10.5. Where the Ethics Committee judges that the grievance does not fall within the scope of the Code, the Ethics Committee may decline to hear the matter. In addition to deciding that a matter does not fall within the scope of the Code, the Ethics Committee may decline to hear matters that are covered by other provisions, such as:
 - 10.5.1. Criminal law and matters which may be the subject of police investigation and criminal proceedings.
 - 10.5.2. Provisions and regulations in relation to safeguarding issues.
 - 10.5.3. Civil law, including employment law and consumer law, and matters which may be the subject of civil litigation.
 - 10.5.4. The Constitution and Memorandum & Articles of The Site, and terms of reference of other site committees.
- 10.6. The Ethics Committee will provide a written explanation of its decision to the parties. A party who wishes to appeal that decision on the basis that there has been an error or defect in the application of the Code may approach the CPJA or UKCP with their concerns.

MEDIATION PROCESS

11. The Mediator

- 11.1. The Mediator shall throughout the mediation act as an independent impartial neutral facilitator and will not seek to adjudicate, arbitrate, furnish advice, or impose a decision or solution in respect of any of the issues between the parties. They shall facilitate the parties to make decisions about their situation.
- 11.2. The Mediator shall not be liable to any party for any act or omission in connection with the conduct of the mediation, save for any wilful misconduct.
- 11.3. The Mediator shall not be called as a witness or as an expert in any pending or subsequent hearings relating to the dispute or subject matter of the mediation, save where the Mediator and all parties agree in writing.
- 11.4. The Mediator must confirm that all known financial and/or other interests, all social, business or professional relationships with any party and/or their representatives, or any facts or circumstances which may create doubt as to the impartiality of the Mediator, have been disclosed to the parties in

writing. The Mediator shall immediately disclose any said interests, relationships or circumstances that become apparent hereafter. If a potential conflict of interest is identified, the nature of the potential conflict will be discussed and, if it is decided that the mediation can go ahead, the parties shall confirm their consent to this in writing.

- 11.5. The Mediator shall be entitled to conduct the mediation process at their discretion, including the structure of the process, the attendance of participants, the agreeing of a timetable for the exchange of any relevant information or documentation, and the scheduling and rescheduling of meetings with the parties, both before and during the mediation, whether in private caucus or with the parties jointly.

12. Representation

- 12.1. The parties may choose to be represented or to remain unrepresented at the mediation, and the legal advisers to the parties shall be entitled to participate in the mediation, save that:
 - 12.1.1. The manner and extent of their participation shall remain at the discretion of the Mediator insofar as such participation may be appropriate or beneficial or otherwise conducive to the success of the mediation process, and,
 - 12.1.2. The parties shall remain free at all times to consult with their legal advisers.
- 12.2. The parties and/or their representatives must confirm that they have full authority to settle the dispute, or state any limitations to the authority.

13. Confidentiality

- 13.1. The entire mediation process shall be confidential and conducted upon a without prejudice basis. All offers, promises, statements, whether oral or in writing, in the course of the mediation shall not be disclosed to third parties and shall remain privileged and confidential, save that:
 - 13.1.1. Any disclosure may be made that is or may be necessary for the implementation of any agreement reached in the mediation.
 - 13.1.2. Any evidence that would otherwise be admissible or disclosable shall not be rendered inadmissible or not disclosable by reason only of its use in the mediation.
 - 13.1.3. Where any information is given or received which relates or gives rise to a material risk of harm, injury or other risk to safety, the duty of confidentiality shall not apply, save that the Mediator shall seek prior agreement from the parties as to the manner and extent of any disclosure to be made.

The Mediator's obligation of confidentiality may cease if the Mediator is under an overriding obligation by law or by other public policy considerations to make disclosure, or may be subject to criminal proceedings if disclosure is not made.

- 13.2. At the conclusion of the mediation, at the request of any of the parties, any written materials or documentation furnished to the Mediator or to another party shall be returned without the Mediator or the parties retaining copies thereof.
- 13.3. There shall be no stenographic, audio or visual record made or kept of the mediation process without the written agreement of the Mediator and all parties.

14. Termination

- 14.1. The Mediation process may be terminated when:
 - 14.1.1. The parties and the Mediator are in agreement that the mediation has been unsuccessful; or it is inappropriate or unhelpful to continue, or
 - 14.1.2. The Mediator is of the view that further steps in the mediation process are unlikely to achieve a settlement; or it is inappropriate or unhelpful to continue, or
 - 14.1.3. One party withdraws from the mediation; or
 - 14.1.4. The Mediator decides in his or her absolute discretion that he or she should withdraw from the Mediation for any reason, and in which event the Mediator shall be under no obligation to give any explanation for so withdrawing.

FORMAL HEARING PANEL

15. Formal Hearing Panel

- 15.1. For the formal hearing process, the Ethics Committee shall set up a formal hearing panel ('Panel') consisting of three panellists:
 - 15.1.1. One person who is a clinically qualified practitioner registered with the UKCP, BPC, or HCPC; one person with relevant legal/mediation experience; and one person with similar suitable knowledge or experience.
 - 15.1.2. One panellist shall also be a member of the Site. In the event that it is not possible to recruit a panellist from the Site membership, the Ethics Committee may authorise the use of a non-Site panellist in their place.
 - 15.1.3. Any person with conflicting interests shall be excluded from the Panel. When the parties are informed of the composition of the

Panel, they are expected to notify the Chair of the Ethics Committee of any conflicts of interest they are aware of at that time.

- 15.2. The Panel shall advise the Chair of the Ethics Committee as to:
 - 15.2.1. Any additional statements or documentary evidence requested of the parties in advance of the formal hearing.
 - 15.2.2. The structure and format of the formal hearing, including the timing of meetings and the organisation of video conferencing. The Panel may wish to have a preliminary meeting with the parties in advance of any full formal hearing.
- 15.3. Each party is entitled to attend an oral hearing with the Panel, or to submit a statement to the Panel in place of attending a hearing. The Panel may choose to meet with different parties separately or together.
- 15.4. At any formal hearing, either party may be accompanied by a supporter. The Panel may consult parties' statements and any other documentary evidence relevant to the grievance. They may ask the Chair of the Ethics Committee to make specialist advice and documentation available (e.g., legal advice).
- 15.5. Formal hearings between the panel and the parties may be in-person or via video conferencing. For in-person meetings, a digital audio recording will be made of the proceedings. Meetings conducted via video conference will be video recorded. Any records of formal hearings will be subject to The Site's applicable data policies and retained by the Ethics Committee.
- 15.6. In the event that the Panel is not unanimous in its adjudication determination, the determination shall be by majority decision.

16. Sanctions

- 16.1. Any sanction applied by the panel shall (subject to the Appeal Process – see section 17) represent the final decision and settled view of The Site in relation to the specific allegations and concerns raised by the complainant in relation to the respondent. No committee of Site may seek to reduce or undermine the sanction applied by the panel or apply an additional sanction on their own behalf.
- 16.2. Subject to that limitation, the Panel may choose to make recommendations in respect of the matters addressed in the adjudication for the consideration of The Site Council and/or other committee(s) of The Site. This might include suggested changes to future Site policies and procedures, or recommendations regarding good practice.
- 16.3. If the Panel's adjudication requires the application of one or more sanctions to the respondent, the Panel may choose to:

- 16.3.1. Issue a written warning as to the possible consequences of future conduct, on such terms as are stipulated by the Panel.
- 16.3.2. Require them to attend training appropriate to the subject matter of the adjudication, to be approved by The Site Council, on such terms as are stipulated by the Panel
- 16.3.3. Suspend their eligibility to serve as an officer of The Site, their membership of a committee, or any other role performed on behalf of The Site on such terms as are stipulated by the Panel.
- 16.3.4. Suspend them from participating in the training activities of The Site on such terms as are stipulated by the Panel.
- 16.3.5. Suspend their status as member/trainee of The Site on such terms as are stipulated by the Panel.
- 16.3.6. Terminate their status as member/trainee of The Site.
- 16.4. Any specific costs incurred in meeting the requirements of these sanctions shall be met by the respondent.
- 16.5. The Site Council shall implement any sanction specified by the Panel. Failure to comply with the adjudication may represent a breach of the Code.
- 16.6. Where a respondent subject to a sanction is a trainee, the Ethics Committee and The Site Council will consult fully with the Chair of the Training Committee in respect of the application of that sanction.

17. Appeal Process

- 17.1. Any party subject to the Panel's adjudication has the right to request an appeal in respect of the adjudication.
- 17.2. A party may request an appeal on the grounds that:
 - 17.2.1. There has been a significant procedural or factual error, defect or omission in the adjudication process, as a result of which the adjudication would cause significant injustice if it were allowed to stand.
 - 17.2.2. Significant new evidence has become available, the omission of which would cause significant injustice if it were allowed to stand.
- 17.3. A party requesting an appeal shall deliver their request in writing to the Chair of the Ethics Committee within 21 days of their receipt of the adjudication. That request must set out in writing the details of their request and any evidence relevant to their request.
- 17.4. Following the receipt of any grounds for appeal, the Ethics Committee shall set up a review panel ('Review Panel') consisting of two panellists:

- 17.4.1. One person who is a clinically qualified practitioner registered with the UKCP, BPC, or HCPC; and one person with relevant legal/mediation experience.
 - 17.4.2. One panellist shall also be a member of the Site. In the event that it is not possible to recruit a panellist from the Site membership, the Ethics Committee may authorise the use of a non-Site panellist in their place.
 - 17.4.3. No member of the Panel may sit on the Review Panel.
 - 17.4.4. Any person with conflicting interests shall be excluded from the Review Panel. When the parties are informed of the composition of the Review Panel, they are expected to notify the Chair of the Ethics Committee of any conflicts of interest they are aware of at that time.
- 17.5. Following a review of the grounds for appeal and the documentation relating to the adjudication, a party shall be granted the right to appeal if the Review Panel is satisfied that grounds for appeal have been met. Any determination by the Review Panel that any grounds for appeal have been met shall be unanimous. If the Review Panel is not satisfied that such grounds have been met, the appeal process will not progress any further, and the Panel's adjudication will be upheld as the final adjudication of the matter.
- 17.6. For an appeal hearing, the Ethics Committee shall set up an appeal panel ('Appeal Panel') consisting of three persons:
- 17.6.1. The one person who is a clinically qualified practitioner registered with the UKCP, BPC, or HCPC; one person with relevant legal/mediation experience; and one person with similar suitable knowledge or experience.
 - 17.6.2. One panellist shall also be a member of the Site. In the event that it is not possible to recruit a panellist from the Site membership, the Ethics Committee may authorise the use of a non-Site panellist in their place.
 - 17.6.3. No member of the Panel or Review Panel may sit on the Appeal Panel.
 - 17.6.4. Any person with conflicting interests shall be excluded from the Appeal Panel. When the parties are informed of the composition of the Appeal Panel, they are expected to notify the Chair of the Ethics Committee of any conflicts of interest they are aware of at that time.
- 17.7. The powers, processes and procedures of the Appeal Panel and its associated administration shall be the same as those of the Panel as described above. The Appeal Panel's adjudication shall be final.

18. Distribution

- 18.1. A copy of any adjudication produced by a panel shall be provided to the parties and the Chair of Council by the Chair of the Ethics Committee.
- 18.2. Where a complainant or respondent is a trainee, a copy of any adjudication produced by a panel shall be provided to the Chair of the Training Committee by the Chair of the Ethics Committee.
- 18.3. The Site Council shall be responsible for any communication of the outcome of an adjudication to any other committee or member/trainee(s) of The Site.

19. Consultation

Subject to Part 3.2 of the Bye-Laws, the Ethics Committee may seek confidential advice or consultation during the administration of this adjudication process.

20. Additional Appeal Processes

The CPJA or UKCP can advise parties of any additional appeal processes those organisations offer in respect of the administration of grievances under the Code.