



UK REIKI FEDERATION

ARTICLES OF ASSOCIATION

Private Company Limited by Guarantee
Company Number 13426601

Version 1.0 | 9 June 2026

*These Articles are subject to adoption by Special Resolution of the Members.
Drafted pursuant to the Companies Act 2006.*

1. INTERPRETATION

1.1 The Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) do not apply to the UKRF.

1.2 In these Articles, unless the context otherwise requires:

"Act" means the Companies Act 2006.

"AGM" means an annual general meeting of the UKRF.

"Articles" means these Articles of Association as amended from time to time.

"Board" means the Board of Directors of the UKRF.

"Clear days" means, in relation to a period of notice, that period excluding the day the notice is given or deemed given and the day for which it is given or on which it is to take effect.

"Director" means a director of the UKRF for the time being.

"Document" includes any document sent or supplied in electronic form, unless otherwise specified.

"Full Member" means a person admitted to membership of the UKRF by the Board whose name is entered in the register of members.

"Honorary Life Member" means a Full Member elected as such by the Board in recognition of exceptional service to the UKRF.

"Ordinary resolution" means a resolution passed by a simple majority of votes cast.

"Rules" means such operational rules, policies or procedures as the Board may make from time to time, which must not conflict with these Articles.

"Special Resolution" means a resolution passed by not less than 75% of votes cast.

"Subsidiary" has the meaning given in section 1159 of the Act.

"UKRF" means UK Reiki Federation.

"Writing" means the representation of words or information in visible form, whether electronic or otherwise.

1.3 Words in the singular include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as in force from time to time.

1.5 Headings are for convenience only and do not affect interpretation.

1.6 A phrase introduced by 'including' or similar expression is illustrative and does not limit the preceding words.

1.7 A person includes a natural person, corporate or unincorporated body and that person's successors and permitted assigns.

PART 1: OBJECTS AND LIMITATION OF LIABILITY

2. OBJECTS

2.1 UK Reiki Federation is a company limited by guarantee established for the following purposes:

2.1.1 to acquire and take over all or any part of the assets and liabilities of the unincorporated body known as the UK Reiki Federation;

2.1.2 to develop, promote and support professional standards of training for Practitioners of Reiki and for Practitioners of Reiki for animals, both within the UKRF and with other UK professional organisations, in order to achieve common standards;

2.1.3 to bring together individuals who are attuned to Reiki in person and who practise Reiki on a professional basis;

2.1.4 to promote professionalism in the delivery of Reiki to the public (people and animals) and, when necessary, to provide a form of recourse;

2.1.5 to collate and provide information about existing Reiki research and to develop Reiki research programmes;

2.1.6 to pioneer and share new developments in the field of Reiki, working with UK and international Reiki organisations and relevant external parties;

2.1.7 to provide the Reiki community, professional bodies, the media and the general public with resources for information, advice and support;

2.1.8 to inform and promote understanding, communication and good relations between different styles, systems and schools of Reiki with Usui lineages, within the UK and internationally; and

2.1.9 to maintain registers of Reiki Practitioners, Animal Reiki Practitioners, Teacher Members and UKRF-accredited courses.

3. LIMITATION OF LIABILITY

3.1 The liability of each Member is limited to £1, being the amount each Member undertakes to contribute to the assets of the UKRF in the event of its winding up while they are a Member, or within twelve months of ceasing to be a Member, towards:

3.1.1 payment of the UKRF's debts and liabilities contracted before they ceased to be a Member;

3.1.2 the costs, charges and expenses of winding up; and

3.1.3 adjustment of the rights of contributories among themselves.

4. NON-DISTRIBUTION OF ASSETS

4.1 The income and property of the UKRF shall be applied solely in promoting the objects set out in Article 2. No part of the income or property shall be paid or transferred, directly or indirectly, to Members, whether by way of dividend, bonus or otherwise.

4.2 Article 4.1 does not prevent:

4.2.1 reasonable and proper remuneration of any person (including a Member or Director) for services actually rendered to the UKRF, properly authorised by the Board;

4.2.2 payment of interest at a reasonable rate on money lent by a Member to the UKRF;

4.2.3 reasonable and proper rent for premises let by a Member to the UKRF; or

4.2.4 reimbursement of reasonable out-of-pocket expenses properly incurred by Directors or other persons in connection with the business of the UKRF.

PART 2: POWERS

5. POWERS

5.1 In furtherance of the objects set out in Article 2, the UKRF has the power to:

5.1.1 establish, maintain and conduct a Reiki-specific professional body;

5.1.2 set, maintain and promote standards of training, competence, ethics and professional conduct for Reiki practitioners, teachers and students; accredit training courses and providers; maintain registers of members; and operate procedures for complaints, disciplinary matters and professional standards assurance;

5.1.3 promote and hold, either alone or jointly with other associations, companies, professional bodies or persons, meetings, functions and events (including virtual) for the purpose of promoting the UKRF's objects;

5.1.4 work with other professional bodies, associations, voluntary organisations, statutory authorities or other relevant bodies in furtherance of the objects, and to encourage and facilitate the exchange of information and best practice;

5.1.5 raise funds and generate income in any lawful manner, including by charging membership fees, course fees, insurance scheme administration fees, publication sales, sponsorship, grants and donations; provided that all income and property of the UKRF shall be applied solely towards the promotion of its objects;

5.1.6 purchase, lease or exchange any property deemed necessary for UKRF operations;

5.1.7 subject to any consents required by law, sell, lease or otherwise dispose of all or any part of the property of the UKRF;

5.1.8 subject to any consents required by law, borrow money and charge all or part of the property of the UKRF as security for repayment;

5.1.9 set aside funds for special purposes or as a reserve against future expenditure;

5.1.10 invest its funds in any manner considered prudent and appropriate by the Board;

5.1.11 establish or support any trusts, bursaries, awards, associations or institutions formed for the furtherance of the objects;

- 5.1.12 delegate the management of investments to a suitably qualified and regulated financial expert, subject to the Board maintaining overall supervision and reviewing performance;
- 5.1.13 insure the UKRF against any foreseeable risk and take out other insurance policies as deemed necessary;
- 5.1.14 employ or engage paid or unpaid staff, agents, contractors or advisors on such terms as the Board may determine;
- 5.1.15 appoint, constitute, regulate and dissolve such advisory bodies, committees, panels or working groups as the Board may determine, and determine their membership, terms of reference and procedures;
- 5.1.16 enter into contracts to provide services on behalf of or in connection with other bodies;
- 5.1.17 establish or acquire subsidiary companies or other entities, provided that all profits or benefits shall be applied solely for the objects of the UKRF; and
- 5.1.18 do anything else within the law which promotes or helps to promote the objects set out in Article 2.

PART 3: DIRECTORS

6. THE BOARD

- 6.1 The Directors are responsible for the management of the business and affairs of the UKRF. The Directors may exercise all the powers of the UKRF, subject only to the provisions of the Act, these Articles, and any direction given by Special Resolution of the Members in general meeting.
- 6.2 No Special Resolution shall invalidate any prior act of the Board.
- 6.3 The minimum number of Directors is three and the maximum is ten (or such other maximum as the Board may from time to time resolve, provided the maximum shall not be less than three).
- 6.4 The Directors may allocate responsibilities and titles among themselves by resolution and may vary or withdraw those allocations at any time. The UKRF is not required to appoint a Company Secretary.

7. APPOINTMENT AND ELECTION OF DIRECTORS

- 7.1 All Directors must be Full Members of the UKRF at the time of their appointment and throughout their tenure.
- 7.2 Directors shall be elected by Full Members eligible to vote at an AGM. The nomination process, eligibility criteria and election method shall be determined by the Board.
- 7.3 In the event of a vacancy arising between AGMs, the remaining Directors may appoint a person as Director. Any Director so appointed shall hold office only until the conclusion of the next following AGM, at which point they shall stand for election by the Members. Co-opted Directors shall not at any time outnumber elected Directors.
- 7.4 All Directors are eligible for re-election unless otherwise disqualified.

8. TERMINATION OF DIRECTORSHIP

- 8.1 A Director's office terminates automatically if they:
 - 8.1.1 cease to hold office by virtue of any provision of the Act or become disqualified or prohibited from acting as a director by law;
 - 8.1.2 are absent from three consecutive meetings of the Board without prior approval or notice, and the remaining Directors resolve that their office be vacated;
 - 8.1.3 are incapable, whether mentally or physically, of managing their own affairs or performing their duties as a Director;
 - 8.1.4 resign by written notice delivered to any other Director, provided that such resignation takes effect only if at least two Directors remain in office; if fewer than two would remain, the resignation takes effect only when a replacement is appointed;
 - 8.1.5 reach the end of their term of office and are not re-elected; or
 - 8.1.6 are removed from office by Ordinary Resolution of the Members in accordance with section 168 of the Act.
- 8.2 The Board may remove a Director from office by resolution passed by a majority of the other Directors at a meeting of which at least five clear days' notice has been given, specifying the intention to propose the removal.

9. DIRECTORS' REMUNERATION

9.1 Directors may provide services to the UKRF in any capacity (including as Director, employee or consultant) and may receive remuneration, fees or other benefits for those services, provided that all such arrangements are approved in accordance with these Articles, are reasonable and proportionate to the work performed, and are consistent with Article 4.

9.2 Remuneration for a Director's services shall be determined either:

9.2.1 by a resolution of the Board, from which any Director who would benefit from the payment shall be excluded from both voting and quorum; or

9.2.2 by resolution of the Members at a general meeting.

9.3 A Director's remuneration may take any form and may include pension, allowance, gratuity or death, sickness or disability benefits.

9.4 Unless the Board resolves otherwise, remuneration accrues from day to day.

9.5 All payments, benefits or arrangements made to or for the benefit of any Director shall:

9.5.1 be disclosed in the UKRF's accounts in accordance with applicable accounting standards and law;

9.5.2 not amount to a distribution of profits to Members; and

9.5.3 not relieve any Director of their duty to act in the best interests of the UKRF or of their obligation to account for all money or benefits received in connection with their role.

10. DELEGATION

10.1 The Board may delegate any of its functions to:

10.1.1 a committee of two or more persons (who need not all be Directors);

10.1.2 an individual Director; or

10.1.3 any other person or body as the Board considers appropriate.

10.2 Any delegation must be recorded in writing, specifying the scope and limits of the authority delegated. Delegation:

10.2.1 may be revoked or varied by the Board at any time;

10.2.2 does not prevent the Board from exercising the delegated function itself; and

10.2.3 does not relieve the Board of ultimate responsibility for the function delegated.

10.3 All bodies and individuals to whom functions are delegated (including any committee, advisory panel, working group, ambassador or volunteer) derive their authority solely from Board delegation under this Article. No such body or person has independent constitutional authority.

10.4 The Board may make Rules of procedure for any committee or delegated body, which shall prevail over any inconsistent provision in these Articles in relation to that body.

10.5 Any committee or body to which functions are delegated shall report its proceedings to the Board at intervals the Board requires.

10.6 The Board shall set spending limits for any committee or delegated body. Any expenditure beyond those limits requires prior Board approval.

11. DIRECTORS' MEETINGS

11.1 Any Director may call a meeting of the Board by giving notice to the other Directors.

11.2 Notice of a Board meeting must state its proposed date, time and place (which may be virtual). Notice need not be in writing. A Director may waive entitlement to notice.

11.3 A Board meeting may be held in person, by telephone, video conference or other electronic means by which all participants can communicate with each other simultaneously. Directors participating by such means are counted as present.

11.4 The quorum for Board meetings is three Directors, or such higher number as the Board may from time to time resolve, provided the quorum shall never be less than three.

11.5 If the number of Directors falls below the quorum, the remaining Directors must not exercise any functions other than appointing further Directors or calling a general meeting to enable Members to do so.

11.6 At the start of each Board meeting, the Directors present shall elect one of their number to chair that meeting.

11.7 Decisions at Board meetings shall be by simple majority of votes cast. In case of equality, the Director chairing that meeting has a casting vote, unless they are excluded from participation for any reason.

11.8 A resolution in writing agreed by all Directors who would be entitled to vote on it at a meeting (excluding any conflicted Director) is as valid as a resolution passed at a meeting. A written resolution may be contained in more than one document.

11.9 Any procedural defect of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

12. CONFLICTS OF INTEREST

12.1 The Board may authorise any situation in which a Director has, or may have, a direct or indirect interest that conflicts, or may conflict, with the interests of the UKRF.

12.2 Authorisation is only effective if:

12.2.1 the quorum is met without counting the interested Director; and

12.2.2 the resolution is agreed without the interested Director's vote, or would have been agreed even if that vote had not been counted.

12.3 A Director who is interested in a proposed transaction shall not be counted in the quorum or vote on that transaction, unless their interest cannot reasonably be regarded as likely to give rise to a conflict.

12.4 Where the number of non-conflicted Directors is less than the quorum required, the quorum for authorising the conflict shall be all non-conflicted Directors.

12.5 Where all Directors are conflicted, the matter shall be referred to the Members for approval by Ordinary Resolution.

12.6 A Director whose conflict has been authorised under this Article is not required to account to the UKRF for any benefit derived from that relationship, subject to any conditions attaching to the authorisation.

PART 4: MEMBERSHIP

13. MEMBERSHIP

13.1 Full Members are the only members of the UKRF for the purposes of the Act. Full Members are those persons admitted to membership of the UKRF by the Board whose names are entered in the register of members.

13.2 Membership is open to any individual interested in Reiki who meets the criteria applicable to their chosen membership category.

13.3 A person may become a Full Member if:

13.3.1 they have completed the membership application form approved by the Board;

13.3.2 they meet the membership criteria applicable to their chosen category and have provided all required documentation;

13.3.3 they have agreed to abide by these Articles and any Rules of the UKRF; and

13.3.4 the Board, or a committee authorised by the Board, has approved the application.

13.4 The Board may establish membership categories and determine criteria, rights and obligations for each. Membership criteria shall be published by the UKRF.

13.5 Membership is subject to payment of such subscriptions and fees as the Board may from time to time determine. Material changes to subscription fees shall be notified to Members with not less than 28 days' notice.

13.6 Every person who, at the date of incorporation of the UKRF, was an Honorary Life Member of the UK Reiki Federation, or who had paid a subscription and was a member of the unincorporated body known as the UK Reiki Federation, and who signs and delivers to the UKRF the membership form prescribed by the Board, shall be a Full Member of the UKRF.

14. TERMINATION OF MEMBERSHIP

14.1 A Full Member may withdraw from membership by giving seven days' written notice to the UKRF.

14.2 Membership is not transferable.

14.3 A person's membership terminates automatically if they fail to renew their subscription by the due date, or upon their death.

14.4 The Board may terminate the membership of any Member without their consent by giving written notice if, in the reasonable opinion of the Board:

14.4.1 they are guilty of conduct which has, or is likely to have, a serious adverse effect on the UKRF or its Members, or brings the UKRF into disrepute;

14.4.2 they have acted or threatened to act in a manner contrary to the interests of the UKRF;

14.4.3 they have failed to observe these Articles or any Rules of the UKRF;

14.4.4 they have failed to make two consecutive subscription payments due by direct debit; or

14.4.5 in the reasonable opinion of the Board, their continued membership is not in the best interests of the UKRF.

14.5 Before terminating membership under Article 14.4, the Board must give the Member written notice of the proposed termination and the reasons for it, and provide the Member with a reasonable opportunity to make representations in writing or in person. The Board must consider any representations made before reaching its decision and must notify the Member of the outcome in writing.

14.6 A Member whose membership is terminated may appeal in writing to the Board within 28 days of the decision. The Board shall determine the composition and procedure of any appeal process in its Rules.

14.7 A Member whose membership is terminated is not entitled to a refund of any subscription fee and remains liable to pay any sum owed to the UKRF.

PART 5: GENERAL MEETINGS

15. GENERAL MEETINGS

15.1 The Board may call a general meeting at any time. The Board must call a general meeting if requisitioned in writing by at least 50 Full Members, or 5% of all Full Members (whichever is lower), in accordance with the Act.

15.2 An AGM must be held in each calendar year. The first AGM must be held within 18 months of incorporation. Not more than 15 months shall elapse between one AGM and the next.

15.3 An AGM shall be called on at least 21 clear days' notice. All other general meetings shall be called on at least 14 clear days' notice, unless the Members agree to a shorter period.

15.4 Notice of a general meeting must state: its date, time and place (which may include virtual attendance); the general nature of the business to be transacted; and the terms of any proposed resolutions.

15.5 The business of each AGM shall include:

15.5.1 receiving and considering the accounts for the preceding financial year;

15.5.2 receiving a report on the UKRF's activities;

15.5.3 electing Directors to fill vacancies; and

15.5.4 if required by the Act or by resolution, appointing auditors.

15.6 Full Members may attend general meetings in person, online or by proxy. A proxy must be appointed in writing and notified to the UKRF at least 48 hours before the meeting. Any person may be appointed as proxy.

15.7 There is a quorum at a general meeting if at least 15 Full Members, or 5% of the total number of Full Members (whichever is lower), are present in person, online or by proxy.

15.8 If within 30 minutes of the time appointed for a general meeting a quorum is not present, the meeting shall be adjourned. If a quorum is not present within 30 minutes of the time appointed for the adjourned meeting, the Full Members present (however few) shall constitute a quorum for the transaction of that business.

15.9 The Chair may adjourn a general meeting at which a quorum is present if: (a) the meeting resolves to adjourn; or (b) the Chair considers adjournment necessary to preserve the safety of those attending or to ensure that business is conducted in a fair and orderly manner.

15.10 If an adjourned meeting is to be held more than 14 days after the original meeting, at least 7 clear days' notice shall be given to all persons entitled to receive notice of general meetings, specifying the date, time and place of the adjourned meeting.

15.11 Every Full Member present in person or by proxy has one vote on each matter.

15.12 At the start of each general meeting, the Full Members present shall elect a Director to chair that meeting.

15.13 A resolution is passed by Ordinary Resolution unless a Special Resolution is required by law or these Articles.

15.14 A written resolution (whether ordinary or special) of Full Members agreed by the requisite majority is as valid as a resolution passed at a general meeting.

15.15 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the original meeting.

PART 6: ADMINISTRATIVE PROVISIONS

16. RECORDS AND ACCOUNTS

16.1 The Board shall comply with the requirements of the Act as to keeping records, preparing accounts and filing information with the Registrar of Companies.

16.2 The Board shall keep records of:

16.2.1 all proceedings, resolutions and decisions of the Board, committees and general meetings;

16.2.2 all written resolutions;

16.2.3 all professional advice obtained;

16.2.4 all appointments and retirements of Directors;

16.2.5 all Full Members of the UKRF;

16.2.6 a register of Practitioner and Teacher Members;

16.2.7 professional indemnity and public liability insurance held by Practitioner Members; and

16.2.8 complaints and disciplinary proceedings involving Members.

16.3 The Board shall ensure the UKRF keeps a written record, for at least ten years, of every decision taken by the Board.

16.4 Accounting records must be available for inspection by any Director at any time during normal business hours.

16.5 Except as provided by law or authorised by the Board or by Ordinary Resolution, no person is entitled to inspect the UKRF's records merely by virtue of being a Member.

16.6 All withdrawals drawn on UKRF funds must be authorised by at least two Directors.

17. INDEMNITY AND INSURANCE

17.1 Subject to Article 17.2, any Director or former Director of the UKRF may be indemnified out of the UKRF's assets against any liability incurred in connection with their duties or powers in relation to the UKRF or any associated company, provided that such indemnity is permitted by the Act.

17.2 This Article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Act or any other law.

17.3 The Board may purchase and maintain insurance at the UKRF's expense for the benefit of any Director or former Director against any relevant liability.

17.4 For the purposes of this Article, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

18. COMMUNICATIONS

18.1 Notices and other documents may be served on Directors, committee members and Full Members by hand, by post to the address recorded in the register of members, or by electronic means to an address supplied by the recipient.

18.2 A notice shall be treated as received: immediately if handed personally to the recipient; 24 hours after being sent by electronic means or delivered by hand; three clear days after being sent by first class post; and five clear days after being sent by second class post.

18.3 A technical defect in service of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

19. AMENDMENT OF ARTICLES

19.1 These Articles may only be amended by Special Resolution of the Members in general meeting, in accordance with section 21 of the Act. No Board resolution may amend these Articles.

20. DISSOLUTION

20.1 The Board may make provision for the benefit of persons employed or formerly employed by the UKRF in connection with the cessation or transfer of the UKRF's undertaking.

20.2 If, after the winding up of the UKRF and satisfaction of all debts and liabilities, any surplus remains, it shall be distributed to such charitable or not-for-profit organisation or organisations, having objects similar to those of the UKRF, as the Members present at the final general meeting shall determine. No surplus shall be distributed to Members.