



CENTRE FOR
FORENSIC HOPE

RESEARCH · LIVED EXPERIENCE · RENEWAL

*Improving lives in forensic communities
through the advancement of hope*

The Constitution

Objects · Governance · Membership · Decision-making · Amendment

Version 2.0 — Adopted 21 June 2026

Centre For Forensic Hope Ltd · A company limited by guarantee · Non-profit making

Company number: 17294992

"Hope is not a luxury in forensic settings. It is the work."

forensichope.org.uk

Part 1 — The Centre

1. Name

- 1.1 The name of the company is **Centre For Forensic Hope Ltd** ("the Centre"). The Centre operates, and may be known and trade, as **Centre for Forensic Hope**.
- 1.2 The Centre may use the abbreviation **CFH** in its communications, branding, and member designations.

2. Status and registered office

- 2.1 The Centre is a private company limited by guarantee, registered in England and Wales, without share capital.
- 2.2 The guarantee members of the company are its Directors. Each Director undertakes to contribute £1 to the assets of the Centre in the event of its being wound up while they hold office, or within one year after they cease to hold office. Members of the Centre admitted under Part 3 are not members of the company for the purposes of the Companies Act 2006 and bear no liability for its debts.
- 2.3 The registered office of the Centre is situated in England and Wales.

3. Interpretation

In this Constitution:

- **"the Board"** means the Board of Directors of the Centre;
- **"Director"** means a member of the Board;
- **"the Centre Director"** means the senior officer responsible for the day-to-day leadership of the Centre;
- **"Member"** means any person or organisation admitted to membership under Part 3;
- **"forensic settings"** means prisons, secure hospitals, probation and community justice services, immigration detention, forensic mental health services, and analogous settings;
- **"lived experience"** means direct personal experience of living, or having lived, in a forensic setting, or of being directly affected by the forensic system;
- **"written" or "in writing"** includes electronic communication;
- words importing the singular include the plural and vice versa.

Part 2 — Objects and Powers

4. Objects

- 4.1 The Centre's objects are, for the public benefit:
- (a) **To advance education and research** into hope, its measurement, cultivation, and application, in forensic settings, and to disseminate the useful results of such research to professionals, policymakers, people with lived experience, and the public;

- (b) **To promote the mental health, wellbeing, rehabilitation, and social inclusion** of people living and working in forensic settings, and of their families, through the development and application of hope-focused, evidence-informed practice;
- (c) **To advance professional standards** in hope-focused forensic practice, including through the establishment and maintenance of membership criteria, training, accredited qualifications, codes of conduct, and continuing professional development;
- (d) **To promote the meaningful participation of people with lived experience** in research, practice development, and the governance of the Centre.

4.2 The Centre is non-profit making. Nothing in this Constitution shall authorise the Centre to apply its funds or property otherwise than in furtherance of its objects.

5. Powers

5.1 In furtherance of its objects (but not otherwise), the Centre may:

- (a) conduct, commission, fund, and publish research, and collaborate with universities, public bodies, and other organisations;
- (b) provide and accredit training, qualifications, conferences, events, and resources;
- (c) admit members, set membership criteria and fees, and confer designations and post-nominal letters;
- (d) raise funds and receive grants, donations, sponsorship, and legacies;
- (e) employ staff and engage contractors, and pay reasonable remuneration for services provided to the Centre;
- (f) acquire, hold, and dispose of property; open and operate bank accounts; enter into contracts;
- (g) co-operate or affiliate with other organisations, professional bodies, and charities with compatible purposes;
- (h) do all such other lawful things as are necessary or desirable for the achievement of the objects.

6. Application of income and property

6.1 The income and property of the Centre shall be applied solely towards the promotion of its objects.

6.2 No part of the income or property of the Centre shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise by way of profit, to any member of the Centre.

6.3 Clause 6.2 does not prevent: (a) the payment of reasonable and proper remuneration to any member, Director, or officer for services actually rendered to the Centre (including service as the Centre Director); (b) reimbursement of reasonable out-of-pocket expenses; or (c) payment of reasonable premiums for Directors' indemnity insurance.

6.4 Where the Board comprises two or more Directors, any payment under clause 6.3 to a Director must be approved by the Board with the recipient taking no part in the decision, in accordance with clause 11.7. While the Board comprises a sole Director, the sole Director may determine their own remuneration, provided that it: (a) is reasonable and proper for the services actually rendered and

does not exceed market rates for comparable roles; (b) is recorded in a written resolution or service agreement; (c) is disclosed in the Centre's annual accounts; and (d) is reviewed and ratified, varied, or discontinued by the Board at its first meeting after any additional Director is appointed.

Part 3 — Membership

7. Categories of membership

7.1 The Centre shall maintain the following categories of membership, each with the entry criteria, rights, and post-nominal letters set out below and as further detailed in the Membership Guide published by the Board:

Category	Post-nominal s	Summary of entry criteria
Student Member	SCFH	Enrolled on a relevant course of study at a recognised institution, with an interest in hope in forensic settings.
Associate Member	ACFH	Individuals with a professional, academic, or voluntary interest in hope in forensic settings.
Full Member	MCFH	Individuals with relevant qualifications and/or substantial professional experience in forensic or allied settings; eligible to enrol on the Centre's accredited Forensic Hope qualification.
Lived Experience Member	LCFH	Individuals with lived experience of forensic settings, admitted on self-declaration; a distinct and equally valued form of membership.
Organisational Member	—	Organisations whose work aligns with the Centre's objects; benefits extend to nominated staff.
Associate Fellow	AFCFH	Conferred for notable contribution to hope-focused practice, research, or the work of the Centre.
Senior Fellow	SFCFH	Conferred for sustained and significant contribution and leadership in the field.
Research Fellow	RFCFH	Conferred for significant research contribution to the study of hope in forensic settings.
Forensic Hope Psychologist	FHP	Conferred on Full Members who successfully complete the Centre's accredited Forensic Hope qualification and maintain the associated standards.

7.2 Fellowships (AFCFH, SFCFH, RFCFH) are conferred by resolution of the Board, on nomination, and are not obtained by application or payment alone.

7.3 The FHP designation is a practice credential. Its award, maintenance (including any continuing professional development requirements), suspension, and withdrawal shall be governed by regulations published by the Board.

7.4 Post-nominal letters may be used only by current members in good standing of the relevant category, and the right to use them ceases immediately upon resignation, lapse, or termination of membership. The post-nominals do not denote statutory registration or a legally protected title, and



members must not represent them as such.

8. Admission, fees, and obligations

8.1 Applications for membership shall be made in the form prescribed by the Board and assessed against the published criteria for the relevant category. The Board (or a Membership Committee acting under delegated authority) may approve, defer, or refuse any application, and may decline membership where admission would be contrary to the interests or objects of the Centre, giving brief written reasons.

8.2 Membership fees for each category shall be set by the Board and published. The Board may set reduced or waived fees, including for Lived Experience Members and Student Members.

8.3 Every member agrees, on admission, to: (a) be bound by this Constitution, the Membership Guide, and the Centre's Code of Conduct; (b) further the objects of the Centre and not act in a manner contrary to its interests; (c) keep their contact details current and pay any applicable fees when due.

8.4 Membership is personal (or, for Organisational Members, specific to the organisation) and is not transferable.

9. Resignation, lapse, and termination

9.1 A member may resign at any time by written notice to the Centre.

9.2 Membership lapses automatically if fees remain unpaid three months after falling due, subject to reinstatement at the Board's discretion on payment.

9.3 The Board may suspend or terminate a membership, or withdraw a Fellowship or the FHP designation, where the member: (a) has materially breached this Constitution or the Code of Conduct; (b) has acted in a way that brings, or risks bringing, the Centre into disrepute; (c) obtained membership or a designation on the basis of false information; or (d) is no longer eligible for the category held.

9.4 Before termination under 9.3, the member shall be given written notice of the grounds and at least 14 days to respond in writing. The decision shall be made by the Board (excluding any conflicted Director), and the member may appeal within 21 days to an appeal panel of two Directors and one independent person not involved in the original decision, whose decision is final.

9.5 A person whose membership ends ceases immediately to use any post-nominals or designations, and has no liability for the debts of the Centre (clause 2.2).

9.6 Membership of the Centre under this Part is a subscriber relationship and does not constitute membership of the company for the purposes of the Companies Act 2006; the guarantee members of the company are the Directors (clause 2.2).

Part 4 — Governance Structure

10. The Board of Directors

10.1 The Centre shall be governed by a Board of not fewer than one and not more than nine Directors. While the Board comprises a sole Director, that Director may exercise all powers of the Board. The Board may appoint additional Directors.



10.2 The Board shall at all times seek to include among its number persons with: (a) relevant academic or research standing; (b) professional experience in forensic settings; and (c) lived experience of forensic settings.

10.3 Directors are appointed by resolution of the Board for terms of three years, renewable for a maximum of two consecutive terms, save that no term limit applies to the Founding Centre Director, who holds office as a Director without limit of time, subject only to clauses 10.5, 10.8, and 11.3. Once the Board comprises three or more Directors, at least one Director shall be a **Member-Elected Director**, chosen by ballot of the members under clause 12.11 and appointed by the Board accordingly. A Member-Elected Director holds office on the same terms as any other Director, becomes a guarantee member under clause 10.7(d), and ceases to hold office only on the grounds in clause 10.5.

10.4 The first Directors are those named in the application for incorporation, including the founding Centre Director.

10.5 A Director ceases to hold office if they resign in writing, become disqualified from acting as a company director, are absent without permission from three consecutive Board meetings and the Board resolves to remove them, or are removed by resolution of the guarantee members in accordance with the Companies Act 2006 (subject, in the case of the Founding Centre Director, to the weighted voting provision in clause 11.3(d)).

10.6 The Board is responsible for the strategy, governance, finances, and compliance of the Centre, and for safeguarding its objects, reputation, and assets.

10.7 Process for appointing new Directors.

- (a) Candidates may be nominated by any Director or by the Centre Director, having regard to the composition principles in clause 10.2.
- (b) Before appointment, a candidate must consent in writing to act as a Director, confirm that they are not disqualified from acting as a company director, and declare any interests for entry in the register of interests.
- (c) Appointment is by resolution of the Board under clause 10.3, recorded in writing, and shall be notified to Companies House within the statutory period and entered in the register of Directors.
- (d) Every Director, on appointment, becomes a guarantee member of the company in accordance with clause 2.2, and ceases to be a guarantee member on ceasing to hold office.
- (e) On appointment, a new Director shall be provided with this Constitution, the Code of Conduct, the most recent annual accounts, and the minutes of Board meetings held in the preceding twelve months.

10.8 Incapacity, death, and continuity.

- (a) A Director's office is vacated if a registered medical practitioner who is treating that Director states in writing to the Centre that the Director has become physically or mentally incapable of acting as a Director and is likely to remain so for more than three months, or if the Director otherwise lacks capacity within the meaning of the Mental Capacity Act 2005 and a deputy or attorney has been appointed to act for them.
- (b) The Founding Centre Director may at any time nominate, by signed written notice held with the Centre's statutory records (and may revoke or replace any such nomination in the same



manner), one or more persons, in order of priority, as **Continuity Director**. On the death of the Founding Centre Director, or the vacation of their office under clause 10.8(a), the first nominee who is willing and eligible to act is appointed a Director of the company with immediate effect, with all the powers of the Board.

(c) If at any time, as a result of death, the company has no Directors and no guarantee members, the personal representatives of the last Director to have died may, by notice in writing, appoint a natural person who is willing and eligible to act as a Director of the company.

(d) A person appointed under clause 10.8(b) or (c) shall, within three months of appointment, use reasonable endeavours to appoint at least one additional Director, review the Centre's service agreements, commitments, and statutory filings, and secure the continuity of the Centre's services to its members.

(e) On the death of the Founding Centre Director, or the vacation of their office under clause 10.8(a), the office of Centre Director becomes vacant, and any entitlements accrued under their service agreement become payable to them or to their estate. Clause 11.3 thereafter ceases to apply, and any successor Centre Director is appointed by the Board under clause 11.2.

11. Officers, the Centre Director, committees, and advisory bodies

11.1 The Board shall appoint from among its number a **Chair** and may appoint a **Treasurer**, a **Secretary**, and such other officers as it considers necessary.

11.2 The Board shall appoint a **Centre Director**, responsible for the day-to-day leadership, operations, research direction, and external representation of the Centre, accountable to the Board. The Centre Director may be a Director of the company and may receive reasonable remuneration for their services in accordance with clauses 6.3 and 6.4.

11.3 The Founding Centre Director.

(a) The Founding Centre Director is David Adlington-Rivers, who holds the office of Centre Director from incorporation.

(b) The Founding Centre Director may not be removed from the office of Centre Director by the Board, by the members, or by any committee, and holds that office until they resign by written notice to the Board, vacate office under clause 10.8, or cease to hold it by operation of law.

(c) On resignation, the Founding Centre Director is entitled to compensation as provided in their service agreement, which may include payment in lieu of notice, accrued remuneration and expenses, and any agreed terminal payment, provided that all such payments are reasonable and proper for the services rendered and consistent with clause 6.

(d) On any resolution of the guarantee members to remove the Founding Centre Director as a Director of the company, or to amend or remove this clause 11.3, the Founding Centre Director shall be entitled to cast ten votes for every one vote that any other guarantee member is entitled to cast.

(e) If the Founding Centre Director ceases for any reason to be a Director of the company, this does not affect their tenure of the office of Centre Director, their service agreement, or their rights under this clause.

(f) The Founding Centre Director holds office as a Director of the company without limit of time, and no term limit, retirement-by-rotation provision, or similar tenure restriction in this Constitution



applies to them.

*Note: the statutory right of company members to remove a director by ordinary resolution (s.168 Companies Act 2006) cannot be excluded outright; sub-clause (d) is a weighted-voting protection of the kind upheld in *Bushell v Faith*, which achieves the same result in practice. Nothing in this clause protects against disqualification or removal required by law.*

11.4 The Board may establish committees — including a **Membership Committee**, a **Research and Ethics Committee**, and a **Qualifications and Standards Committee** — with written terms of reference, and may delegate any of its powers to a committee, an officer, or the Centre Director, provided that all delegation is recorded, reported to the Board, and revocable.

11.5 The Board shall appoint an **Advisory Board** of persons of standing in forensic psychology, criminology, mental health, allied disciplines, and lived experience, to provide independent advice on the Centre's research quality, professional standards, and the FHP qualification. The Advisory Board has no executive power and its members are not Directors by virtue of their appointment.

11.6 The Board shall establish a **Lived Experience Advisory Group (LEAG)**, composed exclusively of Lived Experience Members (LCFH), to hold the Centre accountable to its lived experience commitments. The LEAG Chair reports directly to the Board. The LEAG is distinct from the Advisory Board and the two bodies must not be conflated in the Centre's governance or communications.

11.7 Fellows of the Centre form a college of senior members who may be consulted on matters of standards, research, and the development of the field.

11.8 **Conflicts of interest.** Every Director must declare any personal, professional, or financial interest in a matter under consideration, must withdraw from discussion and decision on that matter unless the unconflicted Directors resolve otherwise (and must always withdraw where the conflict concerns a benefit to themselves), and shall not count in the quorum for it. A register of interests shall be maintained. While the Board comprises a sole Director, conflicted decisions concerning that Director's own remuneration are governed by clause 6.4.

Part 5 — Decision-Making

12. Meetings and resolutions

Board meetings

12.1 The Board shall meet not fewer than four times each year. Any Director may call a Board meeting on seven days' notice (or shorter notice if all Directors agree).

12.2 The quorum for Board meetings is two Directors or one-third of the Board, whichever is greater, save that while the Board comprises a sole Director, that Director constitutes the quorum and decisions shall be recorded as written resolutions. Meetings may be held in person, by video or telephone conference, or by any means by which all participants can communicate simultaneously.

12.3 Decisions of the Board are made by majority vote, each Director having one vote. The Chair has a casting vote in the event of a tie. A written resolution signed or assented to electronically by all Directors is as valid as a resolution passed at a meeting.

12.4 Minutes shall be kept of all Board and committee meetings and of all decisions taken.

General meetings and the Annual Members' Meeting



12.5 General meetings of the company under the Companies Act 2006 are meetings of the guarantee members (the Directors). Special resolutions of the company require a 75% majority of the guarantee members, and ordinary resolutions a simple majority, in accordance with the Act; written resolutions are permitted.

12.6 The Centre shall hold an **Annual Members' Meeting** in each calendar year, open to all members admitted under Part 3, at which the Board shall present a report on the Centre's activities and accounts and invite questions. Members shall receive not fewer than 14 clear days' written notice. Members may pass advisory resolutions by simple majority; advisory resolutions do not bind the company, but the Board shall consider every advisory resolution and publish a written response to members, with reasons, within sixty days of the meeting.

12.7 The quorum for the Annual Members' Meeting is ten members or 10% of the membership, whichever is fewer, present in person or by electronic participation.

12.8 The Board may convene additional members' meetings or ballots at any time to consult the membership on any matter, and shall do so if requested in writing by at least 10% of the membership.

12.9 Matters reserved to the guarantee members include: the appointment and removal of Directors under clause 10; amendment of this Constitution under clause 13; and resolution to wind up under clause 14.

Member decision-making rights

12.10 **Matters requiring member approval.** The following matters require the approval of a simple majority of members voting in a ballot conducted under clause 12.11 before they take effect:

- (a) the creation, abolition, or material alteration of any category of membership or its post-nominal letters;
- (b) any increase in the membership fee for a category exceeding ten per cent in any twelve-month period or, if greater, the percentage increase in the Consumer Prices Index over the same period; and
- (c) any material amendment of the Code of Conduct.

Member approval under this clause is a constitutional requirement of the Centre and does not confer membership of the company for the purposes of the Companies Act 2006. This clause does not apply to, and may not be used to direct the Board in relation to, any matter governed by clauses 6, 11.3, 13, or 14.

12.11 **Ballots of members.** Ballots of members (including the election of a Member-Elected Director under clause 10.3) shall be conducted by electronic vote, or such other method as the Board directs, on not fewer than 14 days' notice to all members entitled to vote. Each individual member in good standing has one vote, and each Organisational Member has one vote cast by its nominated representative. The quorum for a ballot is 10% of the members entitled to vote; if a ballot is inquorate, the Board may proceed with the matter, recording that fact. Results shall be published to members within 14 days of the ballot closing.

12.12 **Governance review.** The Board shall formally review the extension of members' voting and decision-making rights, including representation on the Board, on the earlier of the membership first exceeding 200 members or the third anniversary of incorporation, and shall publish its conclusions, with reasons, to members.

13. Amendment of this Constitution

13.1 This Constitution (and the Articles of Association embodying it) may be amended by **special resolution** of the guarantee members — a 75% majority — passed at a general meeting of which notice setting out the proposed amendment was given, or by written special resolution under the Companies Act 2006.

13.2 No amendment may be made that would: (a) permit the distribution of income or property to members contrary to clause 6; (b) remove the Centre's non-profit making character; (c) alter the dissolution provision (clause 14) other than to strengthen it; or (d) remove, amend, or diminish the protections of the Founding Centre Director in clause 11.3 without the prior written consent of the Founding Centre Director.

13.3 A copy of every amending resolution shall be filed with Companies House within the statutory period, and the Constitution shall be republished to members with a revised version number.

14. Dissolution

14.1 The Centre may be wound up by special resolution of the guarantee members.

14.2 If on winding-up or dissolution any property remains after the satisfaction of all debts and liabilities, it shall not be paid to or distributed among the members or Directors, but shall be transferred to one or more non-profit or charitable organisations having objects similar to those of the Centre, chosen by resolution of the Board at or before the time of dissolution, or failing that, applied to non-profit purposes connected with mental health, rehabilitation, or the welfare of people in forensic settings.

15. Records, accounts, and notices

15.1 The Board shall ensure the Centre keeps accounting records and prepares and files annual accounts and confirmation statements as required by the Companies Act 2006.

15.2 Registers of members, Directors, and declared interests shall be maintained.

15.3 Notices to members may be given electronically to the address held on the register and are deemed received 48 hours after sending.

16. Adoption

Adopted by written special resolution of the sole member of Centre For Forensic Hope Ltd on 21 June 2026.

Name	Role	Signature
David Adlington-Rivers	Founding Centre Director	

Schedule: the detailed entry criteria, fees, benefits, and post-nominal usage rules for each membership category are set out in the Membership Guide (current version 1.3), as amended from time to time by the Board under clause 8.