

Association number: 00169606



**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF THE

HORTICULTURAL TRADES ASSOCIATION

(the “Association”)

**(adopted by special resolution of the Association on 9 October 2012 and
amended by special resolution dated 16 October 2013 [and
amended by special resolution dated 15 September 2015])**

INDEX

Clause	Heading	Page No.
1	Definitions and Interpretation	4
2	Objects and Powers	7
3	Income and Property	9
4	Limited Liability	10
5	Dissolution	10
6	Constitution	10
7	Qualifications of and the Election of Members	11
8	Subscriptions	11
9	Complaints	12
10	Removal of Members	12
11	Resignation	13
12	Change of Business	13
13	Re-Election of Members	13
14	District Branches	13
15	Role	13
16	Members of the Board	13
17	Election and Appointment of Directors	15
18	Alternate Directors	15
19	Board Meetings	16
20	Quorum	17
21	Chairman	17
22	Minutes	18
23	Conflicts of Interest	18
24	Paid Officials	21
25	Formation of Committees	21
26	Committee Meetings	21
27	Appointment of Chairman of Committees	22
28	Minutes	22
29	General Meeting	22
30	Quorum and Adjournment	22
31	Chairman of General Meetings	23
32	Questions at General Meetings	23
33	Voting	23
34	Poll	23
35	Proxies	24
36	Amendments to Resolutions	24
37	Administrative Arrangements	25

38	Accounts	25
39	Provision to Members	26
40	Audit	26
41	Notices	26
42	Rules	27
43	Disputes	27
44	Indemnity	27
45	Insurance	27

1 DEFINITIONS AND INTERPRETATION

1.1 The regulations contained in Table A in the First Schedule of the Companies Act 1948, Table A in the Schedule of the Companies (Tables A to F) Regulations 1985 (SI 1985/805) and the relevant model articles (within the meaning of section 20(2) of the Act) shall not apply to the Association and are both excluded in their entirety.

1.2 In these Articles, unless the context requires, the following words and expressions shall have the following meaning:

“Act”	the Companies Act 2006 as amended, modified or re-enacted from time to time (subject to Article 1.3);
“AGM”	the annual general meeting of the Association;
“Appointor”	has the meaning given in Article 18;
“Articles”	these articles of association;
“Associates”	those persons who have been registered at the discretion of the Board as associate members of the Association pursuant to Article 7;
“Bankruptcy”	an adjudication of bankruptcy by a court in England and Wales or Northern Ireland, or any individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“Benefits”	the benefits which may be made available from time to time at the discretion of the Board to Members by virtue of them being a Member, by way of example only these may include access to an advice line, ability to participate in a gift voucher scheme where relevant and the provision of newsletters (for the avoidance of all doubt “Benefits” does not include the right to vote);
“Board”	the board of Directors of the Company as constituted from time to time;
“Business Day”	any day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London;
“Chairman”	the President of the Association or such other person appointed as such at the relevant meeting in accordance with these Articles;
“Chief Executive”	the chief executive of the Association who shall report to the Board (for the avoidance of doubt such chief executive may also be referred to as the director general of the Association);
“Clear Business Days”	in relation to a period of notice, a period of the specified length excluding the day on which notice is given and the day for which it is given or on which it is to take effect;
“College Member”	those persons who have been registered at the discretion of the Board as college members of the Association pursuant to Article 7;
“Committees”	such group of Members as organised by the Board and the Chief Executive from time to time to carry out duties delegated by the Board;

“Companies Acts”	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Association;
“Council”	a body of Members elected to act as regional representatives for the relevant Geographical Area which shall, for the avoidance of all doubt, be a Committee;
“Director”	a director of the Association, and includes any person occupying the position of director, by whatever name called;
“District Branches”	has the meaning given in Article 14;
“Eligible Director”	means <ul style="list-style-type: none"> a) in relation to a matter proposed at a meeting of the Board, a Director who is entitled to vote and to have that vote counted in relation to that particular matter at the meeting; or b) in relation to a decision of the Directors taken in accordance with Article 19.3, a Director who would have been entitled to vote and to have that vote counted had the matter in question been proposed at a meeting of the Board;
“Geographical Area”	such areas as decided by the Board from time to time and set out in the Rules;
“Honorary Member”	a person appointed as an honorary member of the Association by the Board pursuant to Article 7 to reflect the exceptional service to the Association by such person;
“Horticultural Trade”	all trades, businesses and professions, engaged in, connected with, interested in or affected by, the horticultural industry including but not limited to growing, landscaping, garden design, retail, supply and manufacturing of garden materials and products and any other trades, businesses or professions as determined from time to time by the Board;
“Immediate Past President”	the former President, if willing to serve and as Ratified at the AGM;
“Libor”	in relation to any sum, the British Bankers' Association Interest Settlement Rate for Sterling for the relevant sum and relevant period, displayed on the appropriate page of the Reuters screen and as announced by Thomson Reuters each day or such equivalent as shall be in place from time to time;
“Members”	the members of the Association and “Member” shall be interpreted accordingly;
“Objects”	the objects of the Association as set out in Article 2
“Ordinary Resolution”	an ordinary resolution of the Members within the meaning of section 282 of the Act;
“Parent Undertaking”	as defined in section 1162 of the Act;

“President”	the president of the Association who shall be the former Vice President if willing to serve and as Ratified at the AGM and in the event that there is no former Vice President willing to serve someone appointed pursuant to Article 17;
“Proxy Notice”	has the meaning given in Article 35;
“Ratify”	on a show of hands at a general meeting, a simple majority of Members who, being entitled to vote, do so in favour of the appointment of the Director in question and for the avoidance of all doubt the Members may vote in person or by proxy. Ratification and Ratified shall be interpreted accordingly;
“Relevant Loss”	any loss or liability which has been made or incurred by the Relevant Officer in connection with the Relevant Officer’s duties or powers in relation to the Association, or any pension fund of the Association;
“Relevant Officer”	any Director or other officer or former Director or other officer of the Association (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)), but excluding in each case any person engaged by the Association as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor;
“Rules”	the rules or bye laws made in accordance with Article 42;
“Secretary”	the secretary of the Association, if any, or any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary, if any;
“Senior Director”	the Vice President, President and Immediate Past President;
“Situational Conflict”	in relation to a Director, any situation which may or will give rise to a direct or indirect conflict between the interests of that Director and the interests of the Association (including a conflict which would arise by a virtue of his appointment as a Director);
“Special Resolution”	a special resolution of the Members within the meaning of section 283 of the Act;
“Student Member”	those persons who have been registered at the discretion of the Board as student members of the Association pursuant to Article 7;
“Subsidiary Undertaking”	as defined in section 1162 of the Act;
“Vice President”	the Member or employee or director of a Member elected or Ratified at the AGM to carry out the duties of the President when the President is absent and to take the place of President at the end of the President’s tenure;
“Year”	calendar year from 1 January to 31 December or such other annual period as the Board shall determine from time to time.

- 1.3 Words and expressions defined in the Act and used in these Articles (either without further definition or by expressly referring to the statutory definition of that word or expression) shall bear the same meaning as in the Act as in force on the date of adoption of these Articles. This does not apply:
- 1.3.1 where the word or expression used is not defined by express reference to the Act and the subject or context in which that word or expression is used is inconsistent with the statutory definition; or
 - 1.3.2 where that word or expression is otherwise defined in these Articles.
- 1.4 Subject to Article 1.3 above, references in these Articles to any statute or statutory provision (including without limitation the Act and any provision of the Act) is a reference to such legislation as the same may from time to time be amended, re-enacted, modified, extended, varied, superseded, replaced, substituted or consolidated.
- 1.5 In these Articles:
- 1.5.1 general words shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class or example of acts, matters or things;
 - 1.5.2 references to “document” shall, unless specified otherwise, include any document sent or supplied in electronic form;
 - 1.5.3 references to an “instrument” shall be a reference to a document in hard copy form;
 - 1.5.4 references to “written” or “writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;
 - 1.5.5 words importing one gender shall where the context admits include all or any genders;
 - 1.5.6 references to “persons” includes individuals, firms, partnerships, companies, limited liability partnerships, corporations, associations, organisations, governments, states, foundations and any trusts.
- 1.6 Headings in these Articles are used for convenience only and shall not affect the interpretation or construction of these Articles.

2 OBJECTS AND POWERS

The objects for which the Association is established are:

- 2.1 the promotion of the Horticultural Trade;
- 2.2 the consideration and discussion of all questions affecting the Horticultural Trade;
- 2.3 the watching over, protecting and enforcing the rights and interests of corporations or persons engaged or interested in or connected with the Horticultural Trade;
- 2.4 the giving to the legislature, public or other committee or bodies, corporations, persons and individuals of facilities or conferring with and ascertaining the views of those engaged or interested in or connected with the Horticultural Trade as regards matters directly or indirectly affecting the Horticultural Trade;
- 2.5 the originating and promoting of improvements in the law and the supporting or opposing of alterations therein, and the affecting of improvements in administration, and, for the purposes aforesaid, the petitioning of Parliament and the taking of such other steps and proceedings as may be deemed expedient for obtaining legislative or other recognition or redress, or otherwise using all constitutional means for obtaining an improvement in the position of affairs of the Horticultural Trade;

- 2.6 the diffusing among its Members or other bodies or persons of information on all matters affecting the Horticultural Trade and the printing, publishing, issuing and circulating among its Members or other bodies and persons of such news or other papers, periodicals, books, circulars and other literary undertakings as may seem conducive to any of the Objects of the Association;
- 2.7 the enabling of institutions, corporations, federations, associations, societies, groups, bodies, firms and individuals interested in or connected with the Horticultural Trade from time to time to federate or co-operate by becoming or procuring their nominees to become Members or by acting in conjunction with the Association or authorising the Association to act as their representative or agent, or the representative or agent of any one or more of them;
- 2.8 the formation, development and maintenance of boards of conciliation and arbitration and the settlement of disputes by conciliation, arbitration or any other lawful means;
- 2.9 the establishing, subsidising, promoting, co-operating with, receiving into union, becoming a member of, acting as or appointing trustees, agents, or voting members for controlling, managing, superintending, lending money upon any terms to, guaranteeing any contracts of, or otherwise assisting any institutions, corporations, federations, associations, societies, groups, bodies, firms and individuals incorporated or not incorporated with objects altogether or in part similar to those of the Association and not being trade unions, and which shall prohibit the payment of a dividend or profit to its members to the same or the like extent to which such payment is prohibited by these Articles in the case of Members;
- 2.10 the establishing, undertaking, superintending, administering and contributing to any charitable or benevolent fund, from which may be made donations or advances to persons who may be or have been engaged or interested in the Horticultural Trade, or connected with any person engaged in the Horticultural Trade and the contributing to or otherwise assisting any charitable or benevolent institutions or undertakings;
- 2.11 the undertaking and executing any trust which may seem to the Association conducive to any of the Objects;
- 2.12 the admitting of any persons as Members, Associates or Honorary Members on such terms and the conferring on them of such rights and privileges, as may seem expedient;
- 2.13 the borrowing of any moneys required for the purpose of the Association upon such terms, in such manner and on such securities if any as may be determined;
- 2.14 subject to the provisions of the Companies Acts, the purchasing, taking on lease or agreement for lease, exchanging, hiring, or otherwise acquiring any real or personal property and any rights or privileges necessary or convenient for the purposes of the Association and the constructing, altering and maintaining any building or other premises required for the purposes of the Association;
- 2.15 the selling, improving, managing, developing, letting, mortgaging, disposing of, turning to account, or otherwise dealing with all or any part of the property of the Association;
- 2.16 the investment of the moneys of the Association not immediately required upon such investments or otherwise in such manner as may from time to time be determined;
- 2.17 the giving or paying any money, or lending at interest or not but not for other profit, and which may directly or indirectly be conducive to, or assist the Objects or some, one or more of them;
- 2.18 the making and enforcing of claims for Members or defending claims against them upon such terms as may be determined;
- 2.19 the creating or adopting and registering of a trade mark which shall be the property of the Association, and which the Association may permit to be used if it thinks fit by its Members;
- 2.20 the advertising or permitting its Members to advertise co-operatively for the benefit of the Association or of any trade group of its Members or of the Horticultural Trade;

- 2.21 the obtaining and circulating of statistics, information or knowledge, in any way connected with, or bearing upon the Horticultural Trade, or any one or more of the trade groups of the Members, or the interests of the individual Members and the application of such statistics, information or knowledge in negotiation, legislative debates or enactments, or Government or other enquiries, or in deputations or in legal, arbitration reference or other proceedings and the sending, or joining in sending voting members or commissioners to any place or places to obtain any such statistics, information or knowledge or otherwise to advance the Objects of the Association;
- 2.22 the doing in the United Kingdom, Republic of Ireland, or elsewhere, along in connection with all others, of matters and things above authorised, and all such other lawful matters and things as are, or may be deemed by the Association, incidental or conducive to the attainment of the Objects or any of them with respect to the Association or to any business directly or indirectly connected with them, or as are, or may be deemed by the Association to bear on or assist, directly or indirectly the attainment of the Objects, matters and things authorised in these Articles and any Rules.

PROVIDED that the Association shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which, if any object of the Association, would make it a trade union.

PROVIDED ALSO that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Board of Education, the Association shall not sell, mortgage, charge or lease such property without such authority, approval or consent as may be required by law, and as regards any such property the members of the Board 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 members of the Board would have been if no incorporation had been effected, and the incorporation of the Association shall not diminish, nor impair any control or authority exercisable by the Chancery Division of the Charity Commissioners or Board of Education over such members of the Board, but they shall, as regards any such property, be subject, jointly and separately, to such control and authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trustee, the Association shall only deal with the same in such manner as shall for the time being be allowed by law having regard to such trusts.

3 INCOME AND PROPERTY

- 3.1 The income and property of the Association, derived from any source, shall be applied solely towards the promotion of the Objects, 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 the Members, Associates or Honorary Members.
- 3.2 Notwithstanding Article 3.1 nothing contained in these Articles shall prevent:
- 3.2.1 the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association or to any Member, Associate or Honorary Member in return for any services actually rendered to the Association;
 - 3.2.2 the payment of interest at a rate not exceeding three per cent above Libor per annum on money lent or reasonable and proper rent for premises demised or let by any Member, Associate or Honorary Member;
 - 3.2.3 the gratuitous distribution among, or the sale at a discount to Members, Associates or Honorary Members of any newspapers, books or other publications or literary matter, whether published or issued by the Association or otherwise, relating to any Objects;
 - 3.2.4 for the avoidance of doubt a member of any Council or another Committee or a Director receiving:
 - 3.2.4.1 repayment of reasonable out-of-pocket expenses;
 - 3.2.4.2 interest at the rate mentioned in Article 3.2.2 on money lent;

3.2.4.3 reasonable and proper rent for premises demised or let to the Association provided that this shall not apply to any payment to any railway, gas, electric lighting works, cable or telephone company of which a member of any Council or the Board may be a member or any other company in which such member shall not hold more than one hundredth part of the issued share capital, and such member shall not be bound to account for any share of profits he may receive in respect of such payment;

3.2.4.4 the supply of publications or literary matter as mentioned in Article 3.2.3.

3.3 A Director may be appointed to any salaried office of the Association, or any office of the Association paid by fees and details of any such appointment shall be available to the Members on request.

4 LIMITED LIABILITY

4.1 The liability of the Members, Associates, Honorary Members, College Members and Student Members is limited.

4.2 Every Member, Associate, Honorary Member, College Member and Student Member undertakes to contribute to the assets of the Association in the event of it being wound up during the time that he is a Member, Associate, Honorary Member, College Member or Student Member or within one year afterwards for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a Member, Associate, Honorary Member, College Member or Student Member and of the costs, charges and expenses of winding up the Association and for the adjustment of the rights of the contributories amongst themselves, for such amount as may be required, not exceeding £1.05.

5 DISSOLUTION

If upon winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, Associates, Honorary Members College Members or Student Members, but shall be given or transferred to some other institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property amongst its members, such institution or institutions to be determined by the Members at or before the time of dissolution and in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and in so far as effect cannot be given to this Article 5 then to some charitable object.

6 CONSTITUTION

6.1 The Association shall comprise:

6.1.1.1 the Board;

6.1.1.2 Committees and sub-committees (which may include Council); and

6.1.1.3 Members.

6.2 The Association may further comprise:

6.2.1 District Branches;

6.2.2 Associates;

6.2.3 Honorary Members;

6.2.4 College Members;

6.2.5 Student Members.

- 6.3 The general conduct of the Association shall be governed by the Board.
- 6.4 Any Committee or District Branch may pledge its own credit or incur liability on its own behalf, but in that case shall make it clear that it is not pledging the credit of the Association. Except as is provided by these Articles, no Committee or District Branch shall pledge the credit of the Association or use the name of the Association so as to expose the Association to any liability except with the previous consent in writing of the Board.

MEMBERS

7 QUALIFICATIONS OF AND THE ELECTION OF MEMBERS

- 7.1 Individuals and incorporated entities including companies and limited liability partnerships shall be eligible to be Members, and no partnership firm or other unincorporated association shall be a Member.
- 7.2 Every applicant for membership of the Association shall sign a form of agreement to conform to, and be bound by these Articles and any Rules or other regulations of the Association if adopted.
- 7.3 Members must be recognised members of, and be engaged in the Horticultural Trade.
- 7.4 Applicants for membership of the Association must be proposed and seconded by two Members, or one Member and a Director, or one Member and a paid officer of the Association. New Members must be approved by a meeting of the Board or a meeting of Council. The District Branch, where one exists, and any appropriate Committee, may be asked to submit to the Board or Council recommendations as to the eligibility of the applicant.
- 7.5 When admitted to membership of the Association each Member shall be registered in the Association's records as growers, suppliers, retailers, manufacturers in the Horticultural Trade, landscape gardeners or designers or such other class of Members as the Board shall decide from time to time as the case may be.
- 7.6 Persons who are suppliers of non-horticultural services to Members in connection with those Members' Horticultural Trade business may be admitted as Associates subject to them having been proposed, seconded and approved by a meeting of the Board or a meeting of Council in accordance with Article 7.4.
- 7.7 Members may, at the discretion of the Board, be registered as Associates or as Honorary Members where they have retired from the Horticultural Trade or in recognition of their exceptional service to the Association.
- 7.8 Persons may, at the discretion of the Board, be registered as College Members or Student Members where they are a college offering horticultural courses or a student attending a horticultural course.
- 7.9 Any dispute relating to whether an applicant is a Member, an Associate, an Honorary Member, a College Member or Student Member shall be resolved by the Board in such manner as they think most beneficial to the Association.
- 7.10 Membership of the Association is not capable of being transferred or assigned in any way but where a Member is a Parent Undertaking having one or more Subsidiary Undertakings such Subsidiary Undertakings can share any of the Benefits conferred on its Parent Undertaking.

8 SUBSCRIPTIONS

- 8.1 Each Member and Associate shall pay the Association an annual subscription fee of not less than the appropriate amount as set out in a scale determined by the Board and as provided for below:
- 8.1.1 Each such subscription shall constitute a legal debt to the Association and shall be recoverable as such.

- 8.1.2 All annual subscriptions for current Members and Associates shall be due on the first day of the first month in every Year. Such annual subscriptions shall be payable by direct debit or standing order, or by such other means as the directors shall agree, either in full on the first day of the first month in that Year or by twelve equal monthly instalments the first such instalment shall be due on the first day of the first month of that Year and the eleven other instalments on each of the first day of the next eleven months. For the avoidance of doubt any Member or Associate who pays the annual subscription fee by monthly instalments shall be liable for the full amount for the Year from the first day of the first month of that Year.
- 8.1.3 Annual subscriptions for the then current Year from all new Members and Associates shall be due from such persons upon becoming a Member or Associate and, save as set out in Article 8.1.4, such fee shall be a pro rata of the number of monthly periods remaining in the then current Year. For the avoidance of doubt if a Member or Associate joins part way through a month the fee shall include that month in full.
- 8.1.4 Any persons who become a Member or Associate in the final three months of any Year shall not be liable to pay annual subscription fees for the then current Year. The first annual subscriptions for such persons shall be due from the first day of the first month in the Year following that in which they became a Member or Associate.
- 8.1.5 If any person shall fail to pay any such subscription within three months of it becoming due, the Board shall have the power to declare that the person so defaulting has ceased to be a Member or Associate.
- 8.2 Any local contributions from Members of District Branches as governed by the Rules must be paid to the secretary of the relevant District Branch.
- 8.3 For the avoidance of doubt, Honorary Members, College Members and Student Members do not have to pay the Association annual subscription fees.

9 COMPLAINTS

The Directors shall put in place Rules which deal with the procedure to be followed in the event that there is a complaint with regard to the conduct of any Member, Student Member, senior employee or director of a Member, Associate, Honorary Member or College Member who has failed to comply with these Articles or the Rules or other regulations of the Association then in force, or who has committed any act prejudicial to the interest of the Association. Such Rules will set out the terms on which a Member can be removed by the Directors.

10 REMOVAL OF MEMBERS

- 10.1 If any Member, Associate, Honorary Member, College Member or Student Member has a receiving order made against him, or becomes insolvent, goes into liquidation or Bankruptcy, suspends payment, or is convicted of fraud in any Court of Law, such Member, Associate, Honorary Member, College Member or Student Member shall, immediately upon the occurrence of such event, cease to be a Member, Associate, Honorary Member, College Member or Student Member as applicable.
- 10.2 If any Member, Associate, Honorary Member, College Member or Student Member enters into any arrangement, or composition with his creditors the Board shall have the discretion to determine whether such Member, Associate, Honorary Member, College Member or Student Member shall cease to be a Member, Associate, Honorary Member, College Member or Student Member as applicable.
- 10.3 Any Member, Associate, Honorary Member, College Member or Student Member may be removed in accordance with any Rules put in place by the Directors pursuant to Article 9 above or otherwise.
- 10.4 Any Member or Associate may be removed by the Board if they fail to pay any subscription within three months of it becoming due in accordance with Article 8.1.5.
- 10.5 Any such Member or Associate who ceases to be a Member or Associate pursuant to this Article 10 shall not be entitled to be refunded any part of his subscription monies for the then current Year.

11 RESIGNATION

Any Member, Associate, Honorary Member, College Member or Student Member wishing to withdraw from the Association shall give to the Board, not less than one month's notice in writing of such resignation to expire at the end of the current Year; otherwise such Member will be regarded as continuing membership for the following Year and shall be liable for the full subscription for such Year if required to pay annual subscription fees pursuant to Article 8 above.

12 CHANGE OF BUSINESS

In the event of a Member or an Associate ceasing to conduct a business qualifying him for membership of the Association such Member or Associate shall cease to be a Member or Associate, with immediate effect but such Member shall not be entitled to be refunded any part of his subscription monies for the then current Year.

13 RE-ELECTION OF MEMBERS

Any Member, Associate, Honorary Member, College Member or Student Member who shall have subsequently ceased to be such, may be re-elected to membership of the Association in accordance with the provisions of these Articles and any Rules.

14 DISTRICT BRANCHES

Where a District Branch has been set up it will comprise Members, Associate, Honorary Member, College Member and Student Member whose place of business is within the Geographical Area covered by the District Branch. The Directors shall put in place Rules which deal with how such District Branches should be run including the meetings which they should hold.

DIRECTORS AND THE BOARD

15 ROLE

- 15.1 The business of the Association shall be managed by the Board who may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and as not by statute or by these Articles required to be exercised or done by the Association in general meeting.
- 15.2 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:
- 15.2.1 to such person or committee;
 - 15.2.2 by such means (including by power of attorney);
 - 15.2.3 to such an extent;
 - 15.2.4 in relation to such matters or territories; and
 - 15.2.5 on such terms and conditions;
- as they think fit.
- 15.3 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 15.4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

16 MEMBERS OF THE BOARD

- 16.1 The Board shall be elected and shall be comprised of the President, Vice President and the Immediate Past President, and such other Directors as shall be appointed from time to time. The Board may invite any persons to meetings of the Board for specific purposes. Persons so invited shall not, for the avoidance of all doubt be Directors and shall not have voting powers.

- 16.2 The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution. Subject to and in default of any such determination:
- 16.2.1 there shall be no maximum number of Directors;
 - 16.2.2 the minimum number of Directors shall be four; and
 - 16.2.3 at least two thirds of the Directors shall be Members or employees or directors of Members.
- 16.3 Whensoever the number of Directors shall be less than four the Directors must not take any decision other than a decision to appoint further directors or to call a general meeting so as to enable the Members to appoint further directors.
- 16.4 Any person who is willing to act as a Director must be a natural person and have been appointed in accordance with Article 17.
- 16.5 **A person ceases to be a Director as soon as:**
- 16.5.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
 - 16.5.2 (in the case of a Director who is a natural person) a Bankruptcy order is made against that person or that person enters into an arrangement or a composition with his creditors generally in satisfaction of his debts;
 - 16.5.3 a registered medical practitioner who is treating that person gives a written opinion to the Association stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
 - 16.5.4 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 16.5.5 the Director has not participated in the decision making of the Directors for more than six months or has not attended three consecutive meetings of the Board and, in each case, the Directors resolve that his office be vacated;
 - 16.5.6 the Director (who was a Member or an employee or director of a Member when appointed as a Director) ceases to be a Member or an employee or director of a Member for any reason and is not Ratified as a Director at the next AGM (for the avoidance of all doubt the Director may at the discretion of the Board continue in office as a Director until the next AGM); or
 - 16.5.7 notification is received by the Association from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.
- 16.6 **Term of appointment as a Director**
- 16.6.1 The Vice President shall hold such position for two years at which time he shall, subject to Ratification at the AGM, become the President.
 - 16.6.2 The President shall hold such position for two years at which time he shall, subject to Ratification at the AGM, become the Immediate Past President.
 - 16.6.3 The Immediate Past President shall hold such position for two years at which time he must retire from office but can be reappointed as a Director in accordance with these Articles.
 - 16.6.4 Any Directors, other than the Senior Directors, may hold such position for up to three years at which time he must retire from office (unless by doing so there shall be insufficient Directors to hold a quorate meeting of the Directors) but can be reappointed in accordance with these Articles.

17 ELECTION AND APPOINTMENT OF DIRECTORS

- 17.1 Any two Members may nominate any other Member or an employee or director of a Member, with his prior agreement, to be elected as a Director including as a Senior Director at an AGM. The name of each person nominated, together with the names of his proposer and seconder, shall be sent in writing to the Board at least 28 Clear Business Days before the AGM or any general meeting for the Board's approval. Any Director appointed pursuant to this Article shall assume office at the end of the meeting he was appointed at.
- 17.2 A meeting of the Board may agree to appoint any person, with his prior agreement, as a Director including as a Senior Director provided that:
- 17.2.1 any appointment of a Director who is a Member or an employee or director of a Member or any Senior Director is Ratified at the next AGM held following the appointment and in the event that the Members choose not to Ratify the appointment the person shall immediately cease to be a Director; and
- 17.2.2 any appointment of a Director who is not a Member or an employee or director of a Member must be Ratified at each and every AGM held in the years following the appointment and in the event that the Members choose not to Ratify the appointment the person shall immediately cease to be a Director.
- 17.3 If from any cause the office of President shall become vacant,
- 17.3.1 the Vice President shall succeed him and become President.
- 17.3.2 In the event that the Vice President is not willing to succeed him and become President the Immediate Past President shall, if willing, return and become President.
- 17.3.3 In the event that the Immediate Past President is not willing to succeed him and become President the Board may elect any other Director to become President.
- 17.3.4 Any temporary appointment made pursuant to this Article 17.3 shall be subject to Ratification or substitution by someone else elected to fill such a position at the next AGM.

18 ALTERNATE DIRECTORS

- 18.1 Where a Director (the "Appointor") is unable to be present at a meeting of the Board he may appoint as an alternate any other Director, or any other person approved by resolution of the Directors to:
- 18.1.1 exercise that Director's powers; and
- 18.1.2 carry out that Director's responsibilities
- in relation to the making of decisions by the Directors, in the absence of the alternate's Appointor.
- 18.2 Any appointment or removal of an alternate must be effected by notice in writing to the Association signed by the Appointor or in any other manner approved by the Directors.
- 18.3 The notice must:
- 18.3.1 identify the proposed alternate; and
- 18.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate, that the proposed alternate is willing to act as an alternate of the Director giving the notice.
- 18.4 An alternate Director may act as alternate Director to more than one Director and has the same rights to any decision of the Directors as the alternate's Appointor.
- 18.5 Except as these Articles specify otherwise, alternate Directors:

- 18.5.1 are deemed for all purposes to be Directors;
- 18.5.2 are liable for their own acts and omissions;
- 18.5.3 are subject to the same restrictions as their Appointors; and
- 18.5.4 are not deemed to be agents of or for their Appointors;

and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of the Board and of any meetings of committees of Directors of which his Appointor is a member.

- 18.6 A person who is an alternate Director but not a Director:
 - 18.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
 - 18.6.2 may participate in decisions of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not participate); and
 - 18.6.3 shall not be counted as more than one Director for the purposes of Articles 18.6.1 and 18.6.2.
- 18.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 18.8 An alternate Director may be paid expenses and may be indemnified by the Association to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Association, for serving as an alternate Director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Association.
- 18.9 An alternate Director's appointment as an alternate terminates:
 - 18.9.1 when the alternate's appointment is revoked (to be proven by notice to the Association in writing specifying when it is to terminate);
 - 18.9.2 on the occurrence in relation to the alternate of any event which if it occurred in relation to the alternate's Appointor would result in the termination of the Appointor's appointment as a Director;
 - 18.9.3 on the death of the alternate's Appointor; or
 - 18.9.4 when the alternate's Appointor's appointment as a Director terminates.

19 BOARD MEETINGS

- 19.1 The Board shall meet at regular intervals and not less than four times a year. Special meetings to deal with urgent matters may be called at the discretion of the President and the Chief Executive, or on the written request of not less than two Directors.
- 19.2 **Directors to take decisions collectively**
 - 19.2.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.3.
 - 19.2.2 Subject to these Articles, each Director participating in a meeting of the Board has one vote.
- 19.3 **Unanimous decisions**

A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing. A decision may not be taken in accordance with this Article 19.3 if the Eligible Directors would not have formed a quorum at a meeting of the Board.

19.4 Calling a meeting of the Board

19.4.1 Any Director may call a meeting of the Board by giving not less than 48 hours notice before the date of each meeting to the Directors or by authorising the Secretary (if any) to give such notice. The Secretary must call a meeting of the Board if a Director so requests.

19.4.2 Notice of any meeting of the Board must indicate:

19.4.2.1 its proposed date and time;

19.4.2.2 where it is to take place; and

19.4.2.3 if it is anticipated that Directors participating in the meeting of the Board will not be in the same place, how it is proposed that they should communicate with each other during such meeting.

19.4.3 Subject to these Articles, notice of a meeting of the Board must be given to each Director (including one who is absent for the time being from the United Kingdom) and may be given either personally or by electronic means or by any other means authorised by the Director concerned.

19.4.4 Notice of a meeting of the Board need not be given to Directors who are not entitled to receive notice, or who have elected not to receive notice of that meeting pursuant to Article 23.4.1 or who waive their entitlement to notice of that meeting, by giving notice to that effect to the Association in advance of the meeting.

19.5 Participation in meetings of the Board

Any Director who participates in the proceedings of a meeting by means of a communication device (including but not limited to a telephone or video conferencing facilities) which allows all other persons present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted in the quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting is then present.

20 QUORUM

20.1 The quorum of all meetings of the Board shall be four, provided always that at least one Senior Director is present at such meetings and entitled to vote. Unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

20.2 If the total number of Directors for the time being is less than the quorum required the Directors must not take any decision other than a decision to appoint further Directors or to call a general meeting to enable the Members to appoint further Directors.

20.3 If the total number of Eligible Directors is less than the quorum required in relation to a decision to be made pursuant to Article 23 the quorum for such decision shall be three provided always that at least one Senior Director is present at such meetings and entitled to vote.

21 CHAIRMAN

21.1 The President and, in his absence, the Vice President shall be chairman of meetings of the

Board but, if neither be present and willing to preside, the meeting shall elect another Director to be chairman of the meeting.

21.2 If the numbers of votes for and against a proposal at a meeting of the Board are equal, the Chairman shall have a casting vote.

21.3 Article 21.2 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Articles, the Chairman is not an Eligible Director for the purposes of that meeting (or part of a meeting).

22 MINUTES

Minutes of meetings of the Board and records of any other decisions taken by the Directors shall be kept by the Directors for at least ten years from the date of the meeting or the date of the decision recorded, and these shall be confirmed at the meetings of the Board respectively next following the meeting or decision to which such minutes or records refer.

23 CONFLICTS OF INTEREST

23.1 Transactional Conflicts

23.1.1 A Director, who is in any way, whether directly or indirectly, interested in any proposed transaction or arrangement with the Association, or any transaction or arrangement that has been entered into by the Association, shall declare the nature and extent of his interest to the other Directors to the extent required by, and in accordance with, the Act. On any such declaration, the other Directors may authorise any such conflict in the same way as a Situational Conflict.

23.1.2 To the extent permitted by the Act, and provided he has declared the nature and extent of his interest and is so authorised by the Directors, a Director may vote, at any meeting of the Board or at any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a transaction or arrangement in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution, his vote shall be counted and in relation to any such resolution he shall (whether or not he shall vote on the resolution) be taken into account in calculating the quorum present at the meeting.

23.2 Situational Conflicts

23.2.1 The Directors may, to the fullest extent permitted by law, in accordance with the requirements set out in this Article 23.2, authorise any Situational Conflict proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act.

23.2.2 Any authorisation under this Article 23.2 will be effective only if:

23.2.2.1 the matter in question shall have been proposed by the relevant Director for consideration at a meeting of the Board in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

23.2.2.2 any requirement as to the quorum at the meeting of the Board at which the matter is considered is met without counting the Director in question; and

23.2.2.3 the matter was agreed to without the Director in question voting or would have been agreed to if his vote had not been counted.

23.2.3 Any authorisation of a Situational Conflict under this Article 23.2 may (whether at the time of giving the authorisation or subsequently):

23.2.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

23.2.3.2 be subject to such term and for such duration, or impose such limits or conditions, as the Directors may determine; and

23.2.3.3 be terminated or varied by the Directors or Members at any time;

and this will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

23.2.4 Where the Directors authorise a Situational Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:

23.2.4.1 is excluded from discussions (whether at meetings of the Board or otherwise) related to the Situational Conflict;

23.2.4.2 is not given any documents or other information relating to the Situational Conflict; and

23.2.4.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of the Board in relation to any resolution relating to the Situational Conflict.

23.2.5 Where the Directors authorise a Situational Conflict:

23.2.5.1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Situational Conflict; and

23.2.5.2 the Director will not infringe any duty he owes to the Association by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

23.3 Director's Permitted Interests

23.3.1 Provided that (a) he has declared the nature and extent of his interest in accordance with (and to the extent required by) the provisions of Article 23.2; and (b) the Directors or the Members have not (upon request) refused to give specific authorisation for a particular situation or matter; and (c) the Directors and Members have not otherwise resolved pursuant to Article 23.2 that a particular situation or matter shall no longer be authorised, a Director, notwithstanding his office, shall be authorised:

23.3.1.1 to enter into, or otherwise be interested in, any transaction or arrangement with the Association or in which the Association is interested, either with regard to his tenure of any office or position in the management, administration or conduct of its business or as seller, buyer or otherwise;

23.3.1.2 to hold any office or place of profit (except that of auditor) with, or to be employed by or a consultant to or otherwise interested in the Association;

23.3.1.3 to act by himself or by any firm of which he is a partner, director, employee or member in a professional capacity (except as auditor) for the Association and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; and

23.3.1.4 to be a Director of any other company in which the Association does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a Director of the Association or that other company (whichever is the later),

and such authorisations shall extend to any direct or indirect interest that conflicts or possibly may conflict with the interests of the Association which may reasonably

be expected to arise out of the situations and matters so authorised and which is capable of being authorised at law. No authorisation shall be required pursuant to Article 23.2 of any such situation or matter authorised by this Article 23.3.

- 23.3.2 For the purposes of this Article 23.3 an interest of: (a) a person who is connected with a Director (within the meaning of section 252 of the Act); and (b) the Appointor in relation to any alternate; shall be treated as an interest of the Director or the alternate (as appropriate) in each case in addition to any interest which the Director or alternate otherwise has; and

23.4 **Directors' Interests: General**

- 23.4.1 Where this Article 23.4.1 applies, a Director shall be deemed to have the authority, without breaching the general duties he owes to the Association by virtue of sections 171 to 177 of the Act, to take (and shall take if so requested by the other Directors or the Members) such steps as may be necessary or desirable for the purpose of managing any conflict of interest to which this Article 23.4.1 applies, including (without limitation) by:

23.4.1.1 complying with any procedures laid down from time to time by the Directors or Members for the purpose of managing conflicts of interest generally or any specific procedures approved by the Directors or Members in relation to the situation, matter or interest in question;

23.4.1.2 excluding himself from attending and voting at meetings of the Board or otherwise participating in Directors' decision making to the extent such decision making relates to such conflict of interest or from participating in discussions (whether at meetings of the Board or otherwise), or receiving documents or information to the extent relating to any such conflict of interest;

23.4.1.3 arranging for documents or information relating to any conflict of interest to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information; and/or

23.4.1.4 not disclosing to the Association, or not using in relation to the Association's affairs, information which he obtains or has obtained otherwise than through his position as a Director which relates to a conflict of interest and which is confidential to a third party, where to do so would amount to a breach of confidence or breach of duty to the third party.

- 23.4.2 Article 23.4.1 shall apply, where a Director has or could have:

23.4.2.1 a Situational Conflict provided that the Situational Conflict or the existence of the situation or relationship leading to the Situational Conflict has been authorised by the Members or pursuant to Article 23.2 or 23.3 and unless otherwise specified by the terms and conditions of such authorisation; and

23.4.2.2 a direct or indirect interest in a transaction or arrangement with the Association and such interest has been declared to the other Directors to the extent required by the Act.

- 23.4.3 Where a Director obtains or has obtained information, otherwise than through his position as a Director, which is confidential to a third party other than the Association, then provided that the duty of confidentiality does not arise out of a situation in which the Director has or may have a direct or indirect conflict of interest, the Director shall not be required to disclose such information to the Association or use it in relation to the Association's affairs. This Article 23.4.3 is without prejudice to the ability of a Director to withhold such information from the Association in accordance with the provisions of Article 23.4.1.

- 23.4.4 Articles 23.4.1 and 23.4.3 are without prejudice to any equitable principle or rule of law which may otherwise excuse or release the Director from any requirement to

disclose information or use information in relation to the Association's affairs, participate in discussions or receive documents or information.

23.4.5 For the avoidance of all doubt, references in this Article 23 to a conflict of interest include:

23.4.5.1 direct and indirect conflicts of interest; and

23.4.5.2 a conflict of interest and duty and a conflict of duties.

23.4.6 No Director shall by reason of his office as a Director of the Association (or by reason of the fiduciary relationship established by holding that office), be liable to account to the Association for any benefit derived from:

23.4.6.1 any transaction or arrangement with the Association provided that the Director has declared the nature and extent of his interest in such transaction or arrangement to the extent required by and in accordance with the Act;

23.4.6.2 any Situational Conflict to the extent that such Situational Conflict has been authorised by the Members in accordance with the Act, by the Directors in accordance with Article 23.2 or by these Articles in accordance with Article 23.3;

and no transaction or arrangement shall be liable to be avoided by reason of the interest of any Director to the extent that it has been so declared or authorised.

24 PAID OFFICIALS

The Board may employ and pay for a Chief Executive and a Secretary (such posts may, but not necessarily, be held by the same person) and such expert and clerical assistance and accommodation for the use of the Association as they may consider desirable.

COUNCIL AND COMMITTEES

25 FORMATION OF COMMITTEES

25.1 The Board may form a Council to include one Member for each Geographical Area or the District Branch for the Geographical Area if relevant. The members of any Council shall be nominated and seconded by Members and approved by the Board.

25.2 Other Committees and sub-committees may be formed for particular purposes approved by the Board. They shall consist of Members, employees of the Association and/or consultants provided that a majority of the members of the Committees or sub-committees are Members.

25.3 New Committees and sub-committees shall be appointed at the first meeting of the Board following the AGM.

25.4 The Directors may make Rules for all or any Committees, which prevail over rules derived from these Articles if they are not consistent with them.

26 COMMITTEE MEETINGS

26.1 The Committees shall meet at the summons of the Chief Executive as and when required.

26.2 Any Council and Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

26.3 Any Council formed by the Board shall act as a regional representative forum which shall, where formed, meet twice a year unless decided otherwise by the Board.

27 APPOINTMENT OF CHAIRMAN OF COMMITTEES

Each Committee shall have a chairman appointed from time to time by the Board.

28 MINUTES

- 28.1 Any Council and each Committee shall, from time to time, furnish to the Board reports of its meetings, explaining the nature of the business transacted at its meetings.
- 28.2 Minutes of all meetings of any Council or Committees shall be kept by the Association and if desired by the Board published on the website for the Association.

29 GENERAL MEETING

- 29.1 The AGM shall be held in every Year at such time and at such place as the Board may determine. The Board shall give at least 15 Clear Business Days notice to every Member stating the place, day and hour of such meeting. The Board may at any time call a general meeting, and they shall within seven days after receipt of a written request signed by at least ten Members, and specifying the purpose for which the meeting is to be called, summon a general meeting by notice given to each Member and notifying him of the purpose of the meeting.
- 29.2 Every notice convening a general meeting shall comply with the provisions of Section 311 of the Act and Section 325(1) of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Association.
- 29.3 A notice convening a general meeting may also include the address of the website on which the information required by the Act is published.
- 29.4 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 29.5 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 29.6 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 29.7 In determining attendance at a general meeting it is immaterial whether any two or more Members attending it are in the same place as each other.
- 29.8 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. Such meeting shall be deemed to take place where the largest group of those persons are assembled or, if there is no such group, where the Chairman of the meeting is located.

30 QUORUM AND ADJOURNMENT

- 30.1 A quorum for a general meeting shall be 21 Qualifying Persons present and entitled to vote and no business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting unless a quorum is present. For the purposes of this Article a "Qualifying Person" means:

30.1.1 an individual who is a Member present in person or by proxy; and

30.1.2 A corporation which is a Member present by a duly authorised representative;

provided always that no Member who is present by more than one Qualifying Person shall be counted more than once in determining whether a quorum is present.

- 30.2 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.
- 30.3 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 30.4 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 30.5 When adjourning a general meeting, the Chairman of the meeting must either specify the time and place to which it is adjourned (which shall be the time and place, if any, specified by a majority of the Members) or (if no such specification is given) state that it is to continue at a time and place to be fixed by the Directors having regard to any directions as to the time and place of adjournment which have been given by the meeting.
- 30.6 Save where the adjournment is for not more than 30 minutes, the adjourned meeting is to be held at the same location as the original meeting and the Chairman of the meeting announces whilst a quorum is present the time at which the adjourned meeting shall start, the Association must give at least five Clear Business Days notice of the adjourned meeting to the same persons to whom notice of the Association's general meetings is required to be given, and containing the same information which such notice is required to contain.
- 30.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

31 CHAIRMAN OF GENERAL MEETINGS

The President and in his absence the Vice President shall preside as chairman at every general meeting, but if at any meeting neither shall be present within fifteen minutes after the time appointed for holding the same, and willing to preside, the Members present shall choose a Director, or if no such Director be present, or if all the Directors present decline to take the chair, they shall choose a Member who shall be present to preside.

32 QUESTIONS AT GENERAL MEETINGS

No question other than business specifically provided for in the notice of the meeting shall be brought before a general meeting by a Member unless demanded by the Chairman or by at least three Members present in person or by Members present in person and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

33 VOTING

- 33.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 33.2 On a show of hands each Member shall have one vote.
- 33.3 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chairman of the meeting whose decision is final.
- 33.4 For the avoidance of doubt Associates, Honorary Members, College Members and Student Members are not entitled to vote.

34 POLL

- 34.1 A poll can, before or upon the declaration of the result of the show of hands, be demanded by the Chairman or by at least three Members present in person or by Members present in person and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a

particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Association 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.

- 34.2 The demand for a poll may be withdrawn if the poll has not yet been taken and the Chairman of the meeting consents to the withdrawal.
- 34.3 If a poll be demanded, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

35 PROXIES

- 35.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
 - 35.1.1 states the name and address of the Member appointing the proxy;
 - 35.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 35.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 35.1.4 is delivered to the Association in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 35.2 The Association may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 35.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 35.4 Unless a Proxy Notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting and appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 35.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Association by or on behalf of that person.
- 35.6 An appointment under a Proxy Notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 35.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 35.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

36 AMENDMENTS TO RESOLUTIONS

- 36.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if notice of the proposed amendment is given to the Association in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than two Business Days before the meeting is to take place (or such later time as the Chairman of the meeting may determine) and the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 36.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary

Resolution if the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed and the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 36.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the meeting's error does not invalidate the vote on that resolution.

37 ADMINISTRATIVE ARRANGEMENTS

37.1 Means of communication to be used

37.1.1 Subject to these Articles, anything sent or supplied by or to the Association under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.

37.1.2 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

37.1.3 A Director may agree with the Association that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

37.2 Secretary

The Association shall not be required to have a Secretary but the Directors may choose to appoint a person who is willing to act as Secretary for such term at such remuneration and upon such conditions as they may think fit and to remove any Secretary as appointed.

37.3 Association seals

If the Association has a seal it shall only be used with the authority of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary (if any) or second Director.

37.4 Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Association (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Association.

38 ACCOUNTS

38.1 True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Association, and, subject to any reasonable restriction as to the time and manner of inspecting the same that may be imposed in accordance with the Rules, shall be open to the inspection of the Members.

38.2 The Association shall in accordance with the Act, cause proper books of accounts to be kept:

38.2.1 of the assets and liabilities of the Association;

38.2.2 of the sums of money received and expended by the Association, and matters in respect of which such receipt and expenditure take place; and

38.2.3 of all sales and purchases of goods by the Association.

38.3 The books of account shall be kept at the registered office or at such other place or places

as the Board shall think fit.

39 PROVISION TO MEMBERS

Once at least in every Year the Board shall lay before the Association in general meeting an income and expenditure account for the year. A balance sheet shall be made out in every Year and laid before the Association in general meeting. Every such balance sheet shall be accompanied by reports of the Board and the Auditors and a copy of such account, balance sheet and reports shall, 15 Clear Business Days before the meeting, be sent to all persons for the time being entitled to vote at general meetings in accordance with the manner in which notices can be served pursuant to Article 41.

40 AUDIT

Once at least in every Year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more auditor or auditors.

41 NOTICES

41.1 A notice, report, account, balance sheet or anything else sent or supplied by the Association may be served, sent or supplied by the Association in any way in which the Act provides for documents or information to be sent or supplied by the Association including:

41.1.1 By delivering it by hand to the address recorded for the Member on the register;

41.1.2 By sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the Member on the register;

41.1.3 By fax to a fax number notified by the Member in writing;

41.1.4 By electronic mail to an address notified by the Member in writing;

41.1.5 By a website the address of which shall be notified to the Member in writing.

41.2 Any person described in the register of the Association by an address not within the United Kingdom or Republic of Ireland, who shall from time to time give the Association an address within the United Kingdom or Republic of Ireland or an address for the purposes of communications by electronic means at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but otherwise no person described in the register by an address not within the United Kingdom or Republic of Ireland shall be entitled to receive any notice from the Association.

41.3 Any summons, notice, order or other document required to be sent to or served upon the Association or upon any Director may be sent or served by leaving the same or sending it through the post in a prepaid letter addressed to the Association, or to such Director at the registered office of the Association. If such document is to be served by a Member it may be sent electronically where allowed by the Rules.

41.4 Any notice shall be deemed to have been served:

41.4.1 if sent to an address in the United Kingdom by post, one Business Day following the day on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter;

41.4.2 if sent to an address in the Republic of Ireland by post, two Business Days following the day on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter;

41.4.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

41.4.4 if sent by fax the time it was sent;

41.4.5 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and

41.4.6 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article no account shall be taken of any part of a day that is not a Business Day.

42 RULES

42.1 The Directors may from time to time make such reasonable and proper Rules as they may deem necessary or expedient for the proper conduct and management of the Association.

42.2 The Directors must adopt such means as they think sufficient to bring the Rules to the notice of Members.

42.3 The Rules shall be binding on all Members. No Rule shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

43 DISPUTES

If a dispute arises between Members, Associates, Honorary Members, College Members or Student Members about the validity or propriety of anything done by the Members, Associates, Honorary Members, College Members or Student Members or Directors under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation. In the event that mediation does not resolve the dispute the Association may refer the dispute to binding arbitration in accordance with the Rules.

44 INDEMNITY

44.1 Subject to Article 45, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

44.1.1 the Directors may exercise all the powers of the Association to indemnify any Relevant Officer against the costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation to them to the fullest extent permitted by law; and

44.1.2 the Association may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him of the kind referred to in sections 205(1)(a) and 206(a) of the Act and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure, to the fullest extent permitted by law.

44.2 For the avoidance of all doubt this Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

45 INSURANCE

Without prejudice to Article 44, the Directors may exercise all powers of the Association to purchase and maintain insurance, at the expense of the Association, for the benefit of any Relevant Officer in respect of any Relevant Loss.