

THE COMPANIES ACT 2006

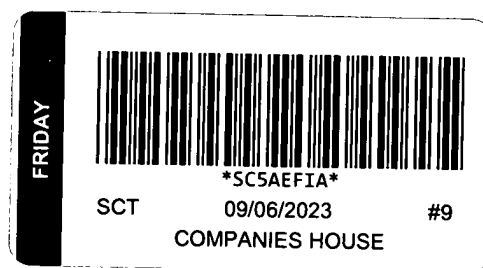
PRIVATE COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

EDINBURGH AND DISTRICT EMPLOYERS TRAINING ASSOCIATION LIMITED (EDETA)

Company No. SC047161



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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**EDINBURGH AND DISTRICT EMPLOYERS TRAINING ASSOCIATION LIMITED**  
**(Adopted by special resolution passed on 16 May 2023)**

**1. Interpretation**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Articles:** means the Association's articles of association for the time being in force;

**Board:** means the board of Directors of the Association;

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of Edinburgh are generally open for business;

**Charities Act:** means the Charities and Trustee Investment (Scotland) Act 2005, as amended from time to time;

**Association:** means Edinburgh and District Employers Training Association Limited (EDETA) which is a charitable company regulated by the Articles;

**Circulation Date:** in relation to a written resolution, has the meaning given to it in the Act;

**Clear days:** in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

**Connected Person:** means any person falling within one of the following categories:

- a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or
- b) the spouse or civil partner of any person in (a); or
- c) any person who carries on business in partnership with a Director or with any person in (a) or (b); or

- d) an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Director and any person in (a), (b) or (c), taken together;
- e) a corporate body in which a Director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

**Director:** means a director of the Association. The Directors are the Association's charity trustees as defined in the Charities Act;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form and electronic means:** have the meaning given to such terms in section 1168 of the Act;

**Member:** means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

**Objects:** means the objects of the Association as stated in article 2;

**OSCR:** means The Scottish Charity Regulator (OSCR);

**Special resolution:** has the meaning given in section 283 of the Act;

**United Kingdom:** means Great Britain and Northern Ireland; and

**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.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it; and

- (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Association.

## **2. Objects**

- 2.1 The objects for which the Association is established are:-

To advance theoretical and practical education and training and to extend such provision or assistance to the training or education of members of the public generally.

And as ancillary to and for the carrying out of the main purposes to do all or any of the following things:-

- (a) To provide equip and carry on training centres, workshops, libraries or any other facilities for training and education.
- (b) To provide training courses, instruction and demonstration of all sorts.
- (c) To co-operate with any person in the provision of industrial or commercial training or education.
- (d) To obtain grants from any source for the purposes of the Association and to carry out the terms of any such grants.
- (e) To provide assistance by grants or otherwise to individuals engaged or intending to be engaged in any activities mentioned in the foregoing Objects to enable them to obtain training or education.
- (f) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Association in such manner and on such security as the Association may think fit.
- (g) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise.
- (h) To lend money to and to take security for such loans from and to guarantee and become or give security for the performance of contracts and obligations by any charitable organisation or body.
- (i) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.

- (j) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
- (k) To invest the moneys of the Association not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- (l) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Association may think necessary for the promotion of its objects.
- (m) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association with a view to the furtherance of its objects.
- (n) Subject to clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Association.
- (o) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- (p) To provide indemnity insurance to cover the liability of the Board of Management (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Board of Management (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Board of Management (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.
- (q) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Association and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Association of any such charitable organisation, institution, society or body.

- (r) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Association.
- (s) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Association is authorised to amalgamate.
- (t) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:-

- (a) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Association.
- (b) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Association shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company.
- (c) The word "company" in this clause, except where used in reference to the Association, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

### **3. Powers**

In pursuance of the Objects, and further to the powers set out within the Objects, but not further or otherwise, the Association has the power to:

- (a) accept (or disclaim) any gift of money, legacy or other property;
- (b) trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- (c) establish or purchase companies to carry on any trade;
- (d) set aside funds for particular purposes or as reserves against future expenditure;



- (e) enter into contracts to provide services to or on behalf of other bodies;
- (f) provide or procure the provision of advice;
- (g) publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- (h) promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results; and
- (i) do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

#### **4. Application of income and property**

4.1 The income and property of the Association shall only be applied to promote the Objects.

4.2 Except as provided below, no part of the income or property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Association. This shall not prevent any payment in good faith by the Association of:

- (a) a benefit to any Member in the capacity of a beneficiary of the Association;
- (b) reasonable and proper remuneration to any Member for any goods or services supplied to the Association, provided that article 5 applies if such a Member is a Director;
- (c) interest on money lent by a Member to the Association at a reasonable and proper rate;
- (d) reasonable and proper rent for premises demised or let by a Member to the Association; and
- (e) any payment to a Member who is also a Director which is permitted under article 5.

#### **5. Benefits and payments to Directors and Connected Persons**

5.1 A Director:

- (a) is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Association;
- (b) may benefit from trustee indemnity insurance purchased by the Association in accordance with section 68A of the Charities Act;
- (c) may receive payment under an indemnity from the Association in the circumstances set out in article 36;

- (d) may not receive any other financial benefit or payment from the Association unless it is authorised by this article 5.
- 5.2 Unless the benefit or payment is permitted under article 5.3, no Director (including a Member who is also a Director) or Connected Person may:
  - (a) buy any goods or services from the Association on terms preferential to those applicable to members of the public;
  - (b) sell goods, services, or any interest in land to the Association;
  - (c) be employed by, or receive any remuneration from, the Association; or
  - (d) receive any other financial benefit from the Association.
- 5.3 A Director or a Connected Person may:
  - (a) receive a benefit from the Association in the capacity of a beneficiary of the Association provided that a majority of the Board do not benefit in this way;
  - (b) enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Association where that is permitted in accordance with, and subject to the conditions in, sections 67 and 68 of the Charities Act;
  - (c) subject to article 5.4, enter into a contract for the supply of goods to the Association that are not supplied in connection with services provided to the Association by the Director or Connected Person;
  - (d) receive reasonable and proper rent for premises let to the Association;
  - (e) receive interest at a reasonable and proper rate on money lent to the Association;
  - (f) take part in the normal trading and fundraising activities of the Association on the same terms as members of the public; and
  - (g) receive or retain any other payment or benefit for which prior written authorisation has been obtained from the Association Commission.
- 5.4 The Association and its Board may only rely upon the authority provided by article 5.3(c) if each of the following conditions is satisfied:
  - (a) the amount or maximum amount of the payment for the goods:
    - (i) is set out in an agreement in writing between the Association and the Director or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Association;
    - (ii) does not exceed what is reasonable in the circumstances for the supply of the goods in question;

- (b) the other Directors are satisfied that it is in the best interests of the Association to contract with the Supplier rather than someone who is not a Director or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Board must balance the advantages of contracting with a Director against the disadvantages of doing so;
- (c) the Supplier:
  - (i) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Association by them;
  - (ii) does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting; and
- (d) a majority of the Directors then in office are not in receipt of remuneration or payments authorised by article 5.

5.5 A Director's duty under the Act to avoid a conflict of interest with the Association does not apply to any transaction authorised by this article 5.

## 6. Winding up

6.1 If upon the winding up or dissolution of the Association, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Association's remaining assets**) shall not be paid or distributed to the Members (except to a Member that is itself a charity and qualifies to benefit under this Article) but shall be applied or transferred:

- (a) directly for one or more of the Objects;
- (b) to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for particular purposes falling within the Objects.

6.2 The decision on who is to benefit from the Association's remaining assets, pursuant to article 6.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Board at or before the time of winding up or dissolution.

6.3 In the event that no resolution is passed by the Members or by the Board in accordance with this Article, the Association's remaining assets shall be applied for charitable purposes as directed by the court or OSCR.

## **7. Liability of members**

- 7.1 The liability of each Member is limited to £20, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:
- (a) payment of the Charity's debts and liabilities contracted before they cease to be a Member,
  - (b) payment of the costs, charges and expenses of the winding up, and
  - (c) adjustment of the rights of the contributories among themselves.

## **8. Members**

- 8.1 The Association shall admit to membership an individual who or an organisation which:
- (a) applies to the Association using the application process approved by the Board; and
  - (b) is approved by the Board.
- 8.2 The Board may in its absolute discretion accept or decline to accept any application for membership and need not give reasons for doing so.
- 8.3 The Association shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
- 8.4 Membership is not transferable.
- 8.5 The Board may establish different classes of membership and set out different rights and obligations for each class, with such rights and obligations recorded in the register of Members, but shall not be obliged to accept any person fulfilling those criteria as a Member.
- 8.6 An individual, Scottish partnership or body corporate shall be eligible to be admitted as an ordinary member. An unincorporated body shall be eligible to be admitted as a representative member, whose representative shall be nominated, removed and replaced by notice in writing by the unincorporated body to the Association.

## **9. Termination of membership**

A Member shall cease to be a Member if:

- (a) the Member dies or, if it is an organisation, ceases to exist;
- (b) the Member resigns by giving notice to the Association in writing, unless the resignation would cause there to be fewer than three Members;

- (c) any subscription or other sum payable by the Member to the Association remains unpaid within six months of it falling due and the Association notifies the Member in writing of the termination of their membership;
- (d) the Member is removed from membership by a resolution of the Board that it is in the best interests of the Association that the membership is terminated. Such a resolution may not be passed unless:
  - (i) the Member has been given at least 14 days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it will be proposed; and
  - (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Association) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The Board must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration.

A Member removed from membership by such a resolution shall remain liable to pay to the Association any subscription or other sum owed by them and shall not be entitled to a refund of any such subscription or other sum paid by them to the Association.

## **10. Annual general meetings**

- 10.1 The Association shall hold an annual general meeting each year, with not more than 15 months elapsing between successive annual general meetings.
- 10.2 Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and place as the Board shall think fit.
- 10.3 The business at an annual general meeting shall include:
  - (a) the consideration of the accounts, balance sheets and reports of the Board;
  - (b) the retirement, appointment or re-appointment of Directors in accordance with article 20.1 to 20.4; and
  - (c) the appointment of the independent examiner or auditor as appropriate.

## **11. Notice of general meetings**

- 11.1 General meetings except the annual general meeting, are called on a minimum of 14 days' notice. Annual general meetings are called on a minimum of 21 days' notice, and a meeting of the Association other than general meetings or a meeting for the passing of a special resolution shall be called by 14 days' notice.

- 11.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 95% of the total voting rights.
- 11.3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
- 11.4 The notice shall be given to:
- (a) each Member; and
  - (b) each Director.
- 11.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Association.

## **12. Proceedings at general meetings**

- 12.1 Every general meeting of the Association shall have a chair:
- (a) The chair of the Board shall chair general meetings of the Association or, if the chair of the Board is absent, the vice-chair of the Board shall act as chair.
  - (b) If neither the chair nor the vice-chair of the Board is present within 15 minutes of the time appointed for the meeting, a Director elected by the Directors present shall chair the meeting.
  - (c) If there is only one Director present and willing to act, that Director shall chair the meeting.
  - (d) If no Director is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.
- 12.2 No business shall be transacted at any general meeting unless a quorum is present.
- 12.3 A quorum is two Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.
- 12.4 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Board shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the

meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.

- 12.5 The chair of a general meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The chair shall specify either that the meeting:

- (a) is to be adjourned to a particular date, time and place; or
- (b) shall be adjourned to a date, time and place to be appointed by the Board;

and shall have regard to any directions as to date, time and place which have been given by the meeting.

- 12.6 If the meeting is adjourned until more than 14 days after the date on which it was adjourned, the Association shall give at least seven days' notice of it 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.

- 12.7 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.

- 12.8 The Board may make arrangements, in advance of any general meeting, to allow members to participate in the general meeting by means of video conference, telephone or other suitable electronic means agreed by the Board, so long as all those participating in the meeting can (i) hear the proceedings, (ii) speak and be heard at the meeting, and (iii) vote in real time. A member participating in a general meeting in this manner shall be deemed to be present in person at the meeting.

### **13. Voting at general meetings**

- 13.1 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

- 13.2 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote. In the case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote.

- 13.3 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.

- 13.4 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.
- 13.5 A poll may be demanded by:
- (a) the chair of the meeting;
  - (b) the Board;
  - (c) two or more persons having the right to vote on the resolution.
- 13.6 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken, and
  - (b) the chair of the meeting consents to the withdrawal.
- 13.7 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 13.8 Otherwise, a poll demanded must be taken either immediately or at such time and place as the chair of the meeting directs, provided that it is taken within 30 days after it was demanded. If not taken immediately, either the time and place at which it is to be taken shall be announced at the meeting at which it was demanded or at least seven days' notice shall be given specifying the time and place at which the poll is to be taken.
- 13.9 The poll shall be conducted in such manner as the chair directs and the chair may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 13.10 If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

#### **14. Proxies**

- 14.1 A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Association.
- 14.2 Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which:
- (a) states the name and address of the Member appointing the proxy;
  - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and



- (d) is delivered to the Association in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.

A proxy notice which is not delivered in such manner shall be invalid unless the Board, in their discretion, accept the notice at any time before the meeting.

- 14.3 The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 14.4 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.
- 14.5 Unless a proxy notice indicates otherwise, it must be treated as:
  - (a) 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
  - (b) 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.

## **15. Members which are organisations**

- 15.1 An organisation which is a Member of the Association may authorise any person to act as its representative at any meeting of the Association and to exercise, on behalf of the organisation, the rights of the organisation as a member.

- 15.2 The organisation must give written notice of the name of its representative to the Association and, in the absence of such notice, the Association shall not be obliged to recognise the entitlement of the organisation's representative to exercise the rights of the organisation at general meetings. Having received such notice, the Association shall consider that the person named in it as the organisation's representative shall continue to be its representative until written notice to the contrary is received by the Association.
- 15.3 The Association shall be entitled to consider that any notice received by it in accordance with article 15.2 is conclusive evidence that the representative is entitled to represent the organisation and that the representative's authority has not been revoked. The Association shall not be required to consider whether the representative has been properly authorised by the organisation.
- 16. Written resolutions**
- 16.1 Subject to article 16.4, a written resolution of the Members passed in accordance with this article 16 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- (a) as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
  - (b) as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 16.2 Where a resolution is proposed as a written resolution of the Association, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 16.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.
- 16.4 A Members' resolution under the Act removing a Director or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 16.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 16.6 A Member signifies their agreement to a proposed written resolution when the Association receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the

Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:

- (a) if the document is sent to the Association in hard copy form, it is authenticated if it bears the signature of the person sending it;
- (b) if the document is sent to the Association in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Association or, where no such manner has been specified by the Association, if it is accompanied by a statement of the identity of the sender and the Association has no reason to doubt the truth of that statement.

16.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it. In the case of a Member that is an organisation, its authorised representative may signify its agreement.

16.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.

16.9 The Members may require the Association to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

## **17. Directors**

17.1 Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall not be less than three.

17.2 A Director may not appoint an alternate director or anyone to act on their behalf at meetings of the Board.

## **18. Powers of Board**

18.1 Subject to the provisions of the Act, the Articles and any special resolution, the Board shall be responsible for the management of the Association's business and may exercise all the powers of the Association for that purpose.

18.2 No alteration of the Articles or any special resolution shall invalidate any prior act of the Board.

18.3 A meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.

## **19. Appointment of Directors**

- 19.1 Any person who is willing to act as a Director, and who is permitted by law to do so, may be appointed to be a Director by:
- (a) ordinary resolution; or
  - (b) by resolution of the Board.
- 19.2 In any case where, as a result of death, the Association has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director.
- 19.3 For the purposes of Article 19.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.
- 19.4 Where a maximum number of Directors has been fixed, the appointment of a Director must not cause that number to be exceeded.

## **20. Retirement of Directors**

- 20.1 At every annual general meeting the following Directors shall retire from office, but may, subject to this article 20, offer themselves for reappointment by the Members:
- (a) one-third, or, if their number is not divisible by three, the number nearest to one-third, of the Directors who are to retire by rotation under article 20.2; and
  - (b) any Director appointed under article 19.1(b) since the previous annual general meeting.
- 20.2 The Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. As between persons who were appointed or last reappointed on the same day, those to retire shall (unless they agree otherwise among themselves) be determined by drawing lots. A Director appointed under article 19.1(b) shall not be taken into account in determining the Directors who are to retire by rotation.
- 20.3 Other than a Director retiring under article 20.1(a), no person may be appointed a Director at any general meeting unless:
- (a) that person is recommended by the Board; or
  - (b) not less than 3 nor more than 21 days before the date of the meeting, the Association has received a notice, signed by a Member entitled to vote at the meeting, which:
    - (i) indicates the Member's intention to propose the appointment of a person as a Director;

- (ii) states the details of that person which, if they were appointed, would be required to be recorded in the Association's register of Directors; and
- (iii) is signed by the person to be proposed to show their willingness to be appointed.

20.4 If a Director is required to retire at an annual general meeting by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting.

## **21. Disqualification and removal of Directors**

A Director shall cease to hold office if they:

- (a) holds any office of profit in the Association otherwise than in accordance with Article 5;
- (b) are removed by ordinary resolution of the Association pursuant to the Act;
- (c) cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;
- (d) are disqualified from acting as a charity trustee by virtue of the Charities Act;
- (e) cease to be a Member of the Association;
- (f) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (g) in the written opinion of a registered medical practitioner who is treating the Director, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (h) resign by written notice to the Association, provided that at least three Directors will remain in office once the resignation takes effect; or
- (i) are removed from office by a resolution of the Board that it is in the best interests of the Association that their office be vacated passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:
  - (i) the Director has been given at least 14 days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it will be proposed; and
  - (ii) the Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration. There shall be no right of appeal from a decision of the Board to terminate the Directorship of a Director.

## **22. Proceedings of Directors**

- 22.1 Subject to the provisions of the Articles, the Board may regulate its proceedings as it thinks fit.
- 22.2 Acts done by a meeting of the Board or of a committee or by a person acting as a Director shall not be invalidated by the subsequent realisation that:
- (a) the appointment of any such Director or person acting as a Director was defective; or
  - (b) any or all of them were disqualified; or
  - (c) any or all of them were not entitled to vote on the matter.

## **23. Calling a Board meeting**

- 23.1 Any Director may call a meeting of the Board by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 23.2 Notice of a meeting of the Board must be given to each Director, but need not be in writing. The notice must specify:
- (a) the time, date and place of the meeting;
  - (b) the general particulars of the business to be considered at the meeting; and
  - (c) if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

## **24. Participation in Board meetings**

- 24.1 Any Director may participate in a meeting of the Board in person or by means of video conference, telephone or any suitable electronic means agreed by the Board and by which all those participating in the meeting are able to communicate with all other participants.
- 24.2 If all the Directors participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **25. Quorum for Board meetings**

- 25.1 The quorum for Board meetings may be fixed from time to time by a decision of the Board, provided it shall not be less than two, and, unless otherwise fixed, it is two.

- 25.2 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 25.3 If the total number of Directors for the time being is less than the quorum required for decision-making by the Board, the Board shall not take any decision other than a decision to:
- (a) appoint further Directors; or
  - (b) call a general meeting so as to enable the members to appoint further Directors.

## **26. Chairing Board meetings**

- 26.1 The Board shall appoint one of their number as chair of the Board and may determine the length of term for which the chair of the Board is to serve in that office, although that term may be renewed or extended. On the same basis, the Board may also appoint one of their number as vice-chair of the Board.
- 26.2 If at any meeting of the Board neither the chair nor vice-chair of the Board, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair the meeting.
- 26.3 The Board may terminate the appointment of a chair or any vice-chair of the Board at any time.

## **27. Decision-making by the Board**

- 27.1 The general rule about decision-making by Directors is that any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with Article 28.
- 27.2 Each Director has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

## **28. Unanimous decisions by the Board**

- 28.1 A decision of the Board is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 28.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.

28.3 References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Board meeting.

28.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

## **29. Delegation by the Board**

29.1 The Board may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Directors.

29.2 The Board may delegate the implementation of its decisions or day-to-day management of the affairs of the Association to any person or committee.

29.3 The terms of reference of a committee may include conditions imposed by the Board, including that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom the Board delegate; and
- (b) no expenditure or liability may be incurred on behalf of the Association except where approved by the Board or in accordance with a budget previously agreed by the Board.

29.4 Persons who are not Directors may be appointed as members of a committee, subject to the approval of the Board.

29.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Board.

29.6 The terms of any delegation to a committee shall be recorded in the minute book.

29.7 The Board may revoke or alter a delegation.

29.8 All acts and proceedings of any committee shall be fully and promptly reported to the Board.

## **30. Conflicts of interests**

30.1 A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Association or in any transaction or arrangement entered into by the Association which has not previously been declared.



30.2 A Director must absent themselves from any discussions of the Board in which it is possible that a conflict will arise between their duty to act solely in the interests of the Association and any personal interest (including, but not limited to, any personal financial interest).

30.3 If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

- (a) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- (c) the unconflicted directors consider it is in the interests of the Association to authorise the conflict of interests in the circumstances applying.

In this article 30.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

### **31. Secretary**

31.1 The Board may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Board thinks fit. From time to time the Board may decide to remove such person and to appoint a replacement.

31.2 A secretary who is also a Director may not be remunerated, otherwise than as permitted by these Articles.

### **32. Minutes**

The Board shall cause the Association to keep the following records in writing and in permanent form:

- (a) minutes of proceedings at general meetings;
- (b) minutes of meetings of the Board and of committees of the Board, including the names of the Directors present at each such meeting;
- (c) copies of resolutions of the Association and of the Board, including those passed otherwise than at general meetings or at meetings of the Board; and

- (d) particulars of appointments of officers made by the Board.

### **33. Records and accounts**

33.1 The Board shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and OSCR of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

33.2 Accounting records relating to the Association must be made available for inspection by any Directors at any reasonable time during normal office hours.

33.3 A copy of the Association's latest available statement of account shall be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Association's reasonable costs of fulfilling the request, within two months of such request.

### **34. Communications**

34.1 The Association may deliver a notice or other document to a Member:

- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
- (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the register of Members; or
- (c) by electronic mail to an address notified by the Member in writing.

34.2 This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

34.3 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

34.4 If a notice or document is sent:

- (a) by post or other delivery service in accordance with article 34.1(b), it is treated as being delivered:
  - (i) 24 hours after it was posted, if first class post was used; or

- (ii) 72 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

- (iii) properly addressed; and
  - (iv) put into the post system or given to delivery agents with postage or delivery paid.
- (b) by electronic mail, it is treated as being delivered at the time it was sent.

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

- 34.5 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

### **35. Irregularities**

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice..

### **36. Indemnity**


- 36.1 Subject to article 36.2, but without prejudice to any indemnity to which they may otherwise be entitled:

- (a) every Director or former director of the Association shall be indemnified out of the assets of the Association in relation to any liability they incur in that capacity; and
- (b) every other officer or former officer of the Association may be indemnified out of the assets of the Association in relation to any liability they incur in that capacity.

- 36.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

**37. Rules**

- 37.1 The Board may from time to time establish such rules as they may consider necessary for or conducive to the effective operation of the Association. In particular, but without prejudice to the generality of the above, such rules may regulate:
- (a) the admission of Members of the Association, their rights and privileges and other conditions of membership;
  - (b) the conduct of Members in relation to one another and to the Association's employees and volunteers; and
  - (c) the procedure at general meetings and meetings of the Board and committees to the extent that such procedure is not regulated by the Act or by the Articles.
- 37.2 The Association in general meeting may alter, add to or repeal the rules by special resolution.
- 37.3 The rules shall be binding on all Members and no rule shall be inconsistent with or shall affect or repeal anything contained in the Articles.



16/5/23