

THE COMPANIES ACTS 1985 AND 2006

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

MEMORANDUM OF ASSOCIATION

of

THE PROBATION CHIEFS ASSOCIATION (the "Association")

1. The name of the Company is "THE PROBATION CHIEFS ASSOCIATION".
2. The Registered Office of the Association will be situated in England and Wales.
3. The objectives for which the Association is established are as follows
 - (A) To promote the protection of the public and the reduction of re-offending through the work of Probation Boards and Probation Trusts in England and Wales, by ensuring that there is a strong and credible professional voice for the Chief Executives, Chief Officers and Chief Officer Grade officers of the Probation Boards and Probation Trusts of England and Wales.
 - (B) To provide strong and visible leadership to the Probation Boards and Probation Trusts of England and Wales, with a view to instilling confidence in the probation service amongst the public, victims of crime, probation staff, partner organisations, the courts, communities, and offenders.
 - (C) To use and promote research and evidence about what is most effective, to support practice and policy which protects the public and reduces re-offending.
 - (D) To develop and maintain a range of stakeholder and partnership relationships so that the professional voice of Chief Officers and Chief Executives of the Probation Boards of England and Wales contributes to problem solving, decision making and influencing in relevant areas of policy.
 - (E) To support and develop members of the Association to achieve the highest standards of leadership, professional knowledge and performance, including the provision of high quality and appropriate training and professional development for its members and for probation staff.
 - (F) To develop and maintain activities that promote the identity of probation as a mark of excellence in the protection of the public and the reduction of re-offending.
 - (G) To promote the Association as an inclusive organisation, acting ethically and professionally, respecting and embracing the diversity of its membership, our partners and the communities we serve, and actively promoting and being committed to equality and diversity.

- (H) To carry on any activity that the Association reasonably considers to be ancillary to the objectives set out in paragraphs 3(A) to (F) above.
4. In furtherance of the objectives but not otherwise the Association may exercise the following powers:
- (A) To create networks and other communication channels for the co-ordination of activity and dissemination of information;
 - (B) To make representations, provide information or carry out any public relations or communications activity appropriate to pursue the objectives;
 - (C) To obtain grants from any source for the purposes of the Association and to carry out the terms of any such grants;
 - (D) To supply services of all kinds and to carry on any activity normally undertaken by an organisation with these or similar objects;
 - (E) To do all such things as shall seem to be in the best interests of the Association, its Council Members and other members, its subscribers or other users of the Association's services or calculated directly or indirectly to enhance the value of or render more profitable any of the Association's property;
 - (F) To rent, purchase or by other means acquire any freehold, leasehold, or any other real property for any estate or interests whatever, and any rights, licences, privileges or easements over or in respect of any such property, and to develop and turn to account and deal with the same in such manner as may be thought expedient;
 - (G) To purchase or otherwise acquire for any estate or interests any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Association, and to develop and turn to account and deal with the same in such manner as may be thought expedient;
 - (H) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works and machinery necessary for the Association's business;
 - (I) To improve, manage, cultivate, develop, exchange, let or lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Association;
 - (J) To apply for, exercise, use, register, turn to account, purchase, acquire, sell, let, grant, or otherwise deal with or use any letters, patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid;
 - (K) To manufacture and deal in all kinds of articles and things required for the purposes of or commonly dealt with in by persons engaged in any such business as aforesaid or in connection with any such letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid;
 - (L) To subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any other purpose which

may be considered likely, directly or indirectly, to further the objects of the Association or the interests of its Council Members and other members;

- (M) To invest any moneys of the Association not for the time being required for the general purposes of the Association in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments;
- (N) To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing) the giving of collateral security for any guarantee by the Association or for any obligation of the Association's holding company (if any) or any subsidiary of the Association or of such holding company or any company otherwise associated with the Association in business, to mortgage or charge the undertaking and all or any part of the property and rights of the Association, present or after acquired, including uncalled capital, and to create and issues redeemable debentures or debenture stock bonds or other obligations;
- (O) To lend and advance money or give credit to any person, firm or company and, whether or not the Association receives any consideration or advantage from doing so, to guarantee or give indemnities for (or by both such means) the payment of moneys secured by or payable under or in respect of or the performance or shares, debentures, debenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company whether British, Commonwealth or foreign, or of any such authority, supreme, municipal, local or otherwise, or any person whomsoever whether corporate or unincorporated including in particular (but without prejudice to the generality of the foregoing) of the Association's holding company (if any) or any subsidiary of the Association or of such holding company or any company otherwise associated with the Association in business;
- (P) To amalgamate or enter into partnership or any joint purse or profit sharing arrangement, or cooperate in any way with any person firm or company carrying on or proposing to carry on any business or operation within the objectives of the Association, and to assist any such person, firm or company;
- (Q) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable transferable or mercantile instruments, or to purchase or guarantee the same;
- (R) To apply for, promote, and obtain any Act of Parliament, or other licence, permission or authority for enabling the Association to carry any of its objects into effect, or for effecting any modification of the Association's constitution, or for any other purpose which may seem expedient, to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Association's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Association's objectives or any of them;
- (S) To subscribe for, underwrite, purchase, or otherwise acquire and hold, dispose of, and deal in shares, stocks and securities of any company;
- (T) To act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Association through or by means of agents, brokers, sub-contractors or others;

- (U) To remunerate any persons, firms or company rendering services to the Association, whether by cash payment or otherwise; to grant pensions or gratuities to and establish any contributory or non-contributory pension or superannuation fund for the benefit of any present or former Directors, officers or employees of the Association or the Association's holding company (if any), the predecessors in business of, or in any subsidiary or associated company of, or business acquired by, the Association or such holding company or the relations, connections or dependants of any such persons and to establish or support companies, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons;
 - (V) To pay all or any expenses incurred in connection with the formation , promotion and incorporation of the Association, or to contact with any person, firm or company to pay the same; and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures, debenture stock or securities of the Association;
 - (W) To procure the registration of the Association in or under the laws of any territory or jurisdiction;
 - (X) To promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Association, the promotion of which shall be considered to be calculated to advance directly or indirectly the objectives of the Association or the interests of its Council Members and other members or subscribers;
 - (Y) To insure any of the property or assets of the Association against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Association, or on the lives of any such persons in whom the Association may have an insurable interest;
 - (Z) To sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Association for such consideration as the Association may think fit, and in particular for shares, debentures, debenture stock, or securities of any other organisation; and
 - (AA) To do all or any of the things and matters aforesaid in any part of the world, either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others, and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects of any of them.
5. The income and property of the Association shall be applied solely towards the promotion of its objectives as set out in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Association **PROVIDED THAT** nothing shall prevent the Association from making payment in good faith and at reasonable proper rate to any member, officer or servant of the Association in respect of remuneration for services rendered, interest on moneys lent, rent for premises demised or reimbursement of out-of-pocket expenses.
 6. The liability of the Council Members (and any other members of the Association) is limited.

7. Every Council Member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while he or she is a Council Member or within one year after he or she ceases to be a Council Member, for payment of the Association's debtors and liabilities contracted before he or she ceases to be a Council Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves.
8. If the Association is wound up, or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Council Members of the Association, but shall be given or transferred to some other body or bodies, having objects similar to the objectives of the Association, chosen by the Council Members of the Association at or before the time of dissolution and if that cannot be done then to some other charitable object.

I, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Name and addresses of subscriber

David Scott
71/73 Great Peter Street
London
SW1P 2BN

Date:

Witness to the above signatures:

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE PROBATION CHIEFS ASSOCIATION

1. DEFINITIONS

1.1 In these Articles:

"1985 Act"

means the Companies Act 1985, as amended from time to time;

"2006 Act"

means the Companies Act 2006, as amended from time to time;

"Acts"

means the 1985 Act and the 2006 Act;

"Affiliated Member"

means a company, statutory corporation, or any other person admitted to membership of the Association as an Affiliated Member pursuant to **article 3.4**;

"Articles"

means the articles of association of the Association from time to time in force;

"Association"

means the Probation Chiefs Association, the company regulated by these Articles;

"Associate Member"

is a member as defined in **article 3.2**;

"Association Officer"

means any officer, member of staff or post holder, including any Business Manager, appointed in accordance with the Articles to facilitate the day to day management of the Association;

"Business Manager"

means a person employed by the Association to carry out the role of business manager and/or operating officer;

"Chair"

means the chair of the Association and of the Executive, to be elected by the Council Members pursuant to these Articles;

"Chief Executive"

means a person who is a chief executive or acting chief executive of a Probation Trust (and who has held such position for at least three months);

"Chief Officer"

means a person who is a chief officer or acting chief officer of a Probation Area (and who has held such position for at least three months);

"Chief Officer Grade Employee"

means a person who is employed by a Probation Board or a Probation Trust who is not a Chief Executive or a Chief Officer but who is in a position designated as chief officer grade in relation to pay and conditions, including assistant chief officers, deputy chief officers, deputy chief executives of (and may include treasurers and secretaries to) Probation Boards or Probation Trusts, if such employee is in a salaried position designated as a "chief officer grade";

"clear days"

in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"Council"

means any meeting of Council Members convened pursuant to these Articles;

"Council Member"

means a person admitted to membership of the Association as a Council Member pursuant to **article 3.1**;

"Director"

means a member of the Executive;

"Executive"

means the Association's board of Directors;

"Member"

means a Council Member, an Associate Member, a Life Member or an Affiliated Member;

"Life Member"

means a person admitted to membership of the Association as a Life Member pursuant to **article 3.3**;

"Memorandum"

means the memorandum of association of the Association;

"Office"

means the registered office of the Association;

"Portfolio Holder"

means a Chief Executive or Chief Officer appointed as a Portfolio Holder pursuant to **article 6**;

"Probation Board"

means a probation board based in England and Wales;

"Probation Trust"

means a probation trust based in England and Wales;

"Seal"

means the common seal of the Association;

"United Kingdom"

means Great Britain and Northern Ireland;

"Vice-Chair"

means either of the two vice-chairs of the Association to be elected by the Council Members pursuant to these Articles.

2. INTERPRETATION

- 2.1 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; persons shall include corporations; and Chief Officer shall include Chief Executive and vice versa.
- 2.2 Aside from the definitions set out above, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as set out in the Acts (to the extent in force from time to time).

3. MEMBERSHIP

3.1 Council Members

- 3.1.1 Subject to these Articles, all Chief Executives and Chief Officers shall be eligible to become Council Members.
- 3.1.2 Council Members are full voting members of the Association, and shall have the rights and responsibilities set out in these Articles.
- 3.1.3 Where a Chief Executive or Chief Officer is absent for a period of three months or more, and an acting Chief Executive or Chief Officer has been formally designated, the person in the acting role will become the Council Member in place of that Chief Executive or Chief Officer for as long as they continue as an acting Chief Executive or acting Chief Officer.
- 3.1.4 The Chair may nominate any Chief Officer Grade Employee from his/her own Probation Board or Probation Trust to attend the Council, and any such person shall continue to attend the Council (as a non-voting Council Member) for as long as the person nominating him/her remains as Chair.
- 3.1.5 Any Chief Officer or Chief Executive who is seconded full time to another position role (other than that of Chief Officer or Chief Executive) shall be deemed to be an Associate Member during secondment.
- 3.1.6 Any Chief Officer or Chief Executive who is absent from such post for any reason for a period of three months or more, shall, after such three month period, be deemed to be an Associate Member during the remaining period of such absence.

3.2 Associate Members

- 3.2.1 Subject to the rules set out below the following are entitled to become Associate Members of the Association:
 - (a) current and former Chief Officer Grade Employees;
 - (b) former Chief Executives and former Chief Officers; and
 - (c) persons to whom **articles** 3.1.5 and 3.1.6 apply.
- 3.2.2 The Council Members may decline an application for Associate Membership, or rescind the membership of an existing Associate Member, if the relevant individual is employed other than by a Probation Trust or a Probation Board and, in the opinion of Council, an unacceptable or undesirable conflict of interest could arise if such person continues to be an Associate Member;
- 3.2.3 Save as permitted by **article** 3.1.4, Associate Members shall not, except with the consent of Council, be eligible to be Council Members or to take office in the Association, or be a Portfolio Holder, or be eligible to vote on any matter put to Council;
- 3.2.4 Associate Members shall have no voting rights save as specifically permitted under these Articles.

3.3 Life Members

- 3.3.1 The Council may admit Life Members as honorary members of the Association.
- 3.3.2 Life Member shall not be charged any subscription or membership fees.

3.3.3 Life Members shall be entitled to attend such events as the Executive deems appropriate (on payment of any appropriate fee for attendance) but shall not be entitled to vote, to hold office or to have any other rights associated with membership of the Association.

3.4 **Affiliated Members**

3.4.1 The Council may, on payment of an annual subscription fee as may be determined by the Executive, admit companies, statutory corporations, representatives of unincorporated associations and any other person or organisation, the involvement of which would, in the view of the Council, be beneficial to the Association, as Affiliated Members of the Association.

3.4.2 Affiliated Members shall be entitled to attend such events as the Executive deems appropriate (on payment of any appropriate fee for attendance) but shall not be entitled to vote, to hold office or to have any other rights associated with membership of the Association.

3.5 **Applications for membership**

3.5.1 Every person who wishes to become a Member of whatever type shall deliver to the Association an application for membership in such form as the Executive requires.

3.5.2 Membership applications (including any question as to the eligibility of membership of any person to be a Member) shall be accepted or declined by the Council Members in accordance with rules and procedures adopted by Council Members from time to time (including the setting of annual membership fees).

3.6 **Resignation from membership**

3.6.1 A Member may resign from the Association by giving at least seven clear days' written notice to the Association. Such notice should be sent to the Office.

3.6.2 Where a Member resigns part way through a subscription year, no refund of any relevant membership fees or subscriptions will be made (except with the consent of the Executive).

3.7 **Cessation of membership**

A Member shall cease to be a Member if:

3.7.1 they die;

3.7.2 they fail to pay any applicable membership fees;

3.7.3 the Council Members resolve by a majority of three quarters of the number present in a quorate meeting, and voting, to expel such Member; or

3.7.4 they cease to hold a post or role which qualifies them to be a Member.

4. **COUNCIL MEMBERS' POWERS**

4.1 The Council Members are, among other things, responsible for:

- 4.1.1 overseeing and approving the appointment of the Executive, including the election of the Chair, the two Vice-Chairs and two further Council Members as Directors;
 - 4.1.2 holding the Executive to account;
 - 4.1.3 approving the Association's annual budget and business plan;
 - 4.1.4 approving the appointment of Association Officers (unless the appointment process has been specifically delegated to the Executive by Council);
 - 4.1.5 approving applications for membership of the Association;
 - 4.1.6 approving any changes to the Memorandum and/or Articles;
 - 4.1.7 approving the appointment of the auditors; and
 - 4.1.8 any matter which is ancillary to **articles 4.1.1-4.1.8** above.
- 4.2 Save as the Acts or these Articles otherwise require, resolutions of Council Members shall be expressed as ordinary resolutions and shall need to be passed by a majority of Council Members in Council or, in the case of a written resolution, by a majority of all Council Members signing the relevant written resolution.
- 4.3 Special resolutions of Council Members shall need to be passed by a majority of at least three quarters of Council Members in Council or, in the case of a written resolution, by a majority of at least three quarters of all Council Members signing the relevant written resolution.

5. THE EXECUTIVE

5.1 Composition of the Executive

- 5.1.1 The Executive shall be comprised as follows:
- (a) the Chair;
 - (b) two Vice-Chairs;
 - (c) two further Council Members; and
 - (d) two Associate Members, who must be current Chief Officer Grade Employees.
- 5.1.2 The first Chair shall be David Scott. The first Vice-Chairs shall be Sue Hall and Steve Collett. The first two Council Members to be appointed as Directors pursuant to **article 5.1.1(c)** above shall be John Budd and Karen Page. Thereafter, the appointments of the Executive posts referred to in **article 5.1.1(a), (b) and (c)** above shall be approved by Council Members.
- 5.1.3 The persons referred to in **article 5.1.1(a)** above shall be elected by Associate Members every two years by way of a majority vote on a show of hands or on a poll (as the Chair may determine) at a bi-annual meeting of Associate Members (such meeting to be held directly after the Association's annual general meeting). The candidates for election shall be drawn from a short list to be approved by Council Members. The Executive shall be responsible for setting and administering the process of inviting applications from Associate Members to stand for election to the Executive.

5.2 The Role of the Executive

The Executive shall have the role and responsibilities of a board of directors and shall, among other things:

- 5.2.1 lead and direct the Association in accordance with its objectives;
- 5.2.2 allocate resources to deliver the annual budget and business plan;
- 5.2.3 make recommendations to Council Members on policy, strategy, priorities and budget;
- 5.2.4 where appropriate, delegate to Association Officers the financial management and day to day running of the Association, and delivery of the annual budget and business plan;
- 5.2.5 identify Chief Executives or Chief Officers as Portfolio Holders and to oversee the work of Portfolio Holders.

6. PORTFOLIO HOLDERS

- 6.1 The Executive shall identify the areas of work for the Association which require the identification of Portfolio Holders, who shall be drawn from the Chief Executives or Chief Officers.
- 6.2 The role of Portfolio Holders shall be circulated to the Council Members and may be amended with the agreement of the Council Members.
- 6.3 On incorporation, the Executive shall appoint Portfolio Holders to hold office until further nominations are required by the Executive (not more than two years from date of incorporation).
- 6.4 Thereafter, nominations shall be sought for vacancies for those Portfolio Holders which are required and the Council Members shall approve the appointment of such Portfolio Holders.
- 6.5 The Portfolio Holders shall lead the work of the Association in areas of work to be approved by the Council Members from time to time.

7. TERMS OF OFFICE

- 7.1 Subject to any extension approved by the Council Members, Directors and Portfolio Holders shall be appointed to such positions for two years after which they shall step down.
- 7.2 Directors and Portfolio Holders are eligible for re-election or re-appointment but may not continue in the same position for more than two terms.
- 7.3 The Council may suspend any Director's or Portfolio Holder's term of office if, in the view of Council Members, a serious allegation of conduct unbecoming of a person holding such office is made. Any such suspension shall continue pending the outcome of an investigation into the allegation. The Council Members shall ensure that any

proceedings that follow such an investigation are carried out in accordance with natural justice and allow for a fair hearing.

- 7.4 In the event of an allegation of the type described in **article 7.3** being proved, the Council Members shall determine the appropriate outcome to ensure that the Association's good name and objectives are protected (which may include requiring the relevant Director or Portfolio Holder to resign from office).
- 7.5 The office of Chair will normally be held for two years and run from 1 April following the conclusion of elections.
- 7.6 The office of Vice-Chair will normally be held for two years and run from 1 April following the conclusion of elections.
- 7.7 Nominations for vacant positions shall be made to the Council Members within six weeks of the announcement of vacancies.
- 7.8 In the event of a casual vacancy in the office of Chair, one of the two Vice-Chairs shall hold office as Chair until the next meeting of Council Members or until such time as nominations and elections can be held.

8. MEETINGS OF COUNCIL MEMBERS

Meetings of Council Members may be called by the Executive or on the requisition of Members pursuant to the provisions of the Acts. The Executive shall comply with its obligations under the Acts to convene a general meeting for a date which is in any case not later than seven weeks after the receipt of the requisition.

9. NOTICE OF COUNCIL MEETINGS

- 9.1 Meetings of Council Members required for the passing of a special resolution shall be called by at least 21 clear days' notice. All other meetings of Council Members shall be called by at least 14 clear days' notice but a meeting may be called by shorter notice if it is so agreed by a majority in number of Council Members having a right to attend and vote, being a majority together holding not less than 90 percent of the total voting rights of the meeting of all the Council Members. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall be given to all the Council Members and to the Directors and auditors.
- 9.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at the meetings.

10. PROCEEDINGS AT MEETINGS OF COUNCIL MEMBERS

- 10.1 No business shall be transacted at any meeting of Council Members unless a quorum is present.

- 10.2 10 persons entitled to vote on the business to be transacted, each being a Council Member or a duly authorised proxy of a Council Member, shall constitute a quorum, but if and so long as the Association has less than 10 Council Members the quorum for a meeting of Council Members shall be all the Council Members.
- 10.3 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to a date, time and place as the Directors may determine.
- 10.4 The Chair, or in his or her absence, a member of the Executive nominated by the Chair, shall preside as chair of the meeting, but if neither the Chair nor his or her nominated representative is present within 15 minutes after the time appointed for the holding the meeting and willing to act, the Executive members present shall elect one of their number to be chair. If only one Executive member is present and he or she is willing, he or she shall be chair.
- 10.5 The Chair may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 10.6 A resolution put to the vote of Council shall be decided on a show of hands unless before, or on declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Acts, a poll may be demanded:
- 10.6.1 by the chair of the Council;
- 10.6.2 by at least two persons having the right to vote at the meeting; or
- 10.6.3 by a person or persons representing not less than one tenth of the total voting rights of all the Council Members having the right to vote at the meeting.
- 10.7 Unless a poll is duly demanded, the declaration by the chair of the Council that a resolution has been carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.
- 10.8 The demand for a poll may be withdrawn before the poll is taken, but only with consent of the chair of the Council. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 10.9 A poll shall be taken as the chair of the Council directs and he or she may appoint scrutineers (who need not be Council Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

- 10.10 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair is entitled to a casting vote in addition to any other vote she or he may have.
- 10.11 A poll demanded on the election of a chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 10.12 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 10.13 Any Member may give notice in writing to the Council, 28 days before a meeting of the Association, of their intention to propose a resolution or raise a question at the meeting. Such resolution or question shall be included on the agenda for the meeting.
- 10.14 Each Council Member shall be entitled to one vote on any resolution put to the Council Members.
- 10.15 The appointment of a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Executive may approve)

"I, _____ being a Council Member, hereby appoint _____ of _____, or failing him/her, _____ of _____, as my proxy to vote in my name and on my behalf at the Council to be held on [date] and at any adjournment thereof. Signed by [name] on [date]."

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- 10.16 The instrument appointing a proxy may:
 - 10.16.1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the Council or in any instrument of proxy sent out by the Association in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 10.16.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;
 - 10.16.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the Council at which the poll was demanded to the chairman; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid; or

- 10.16.4 in the case of an appointment contained in an electronic communication, where an electronic address has been specified for the purpose of receiving electronic communications:
- (a) in the notice convening the Council; or
 - (b) in a form of appointment of proxy sent out by the Association in relation to the meeting; or
 - (c) in any invitation contained in an electronic communication to appoint a proxy issued by the Association in relation to the Council,
- be received at such electronic address at least 48 hours before the time fixed for holding the Council or adjourned Council or the taking of a poll at which the person named in the appointment proposes to vote.
- 10.17 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Association at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the Council or adjourned Council at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

11. DIRECTORS

11.1 Responsibilities of Directors

- 11.1.1 By accepting appointment as a Director, a person accepts responsibilities and authority which are personal to him or herself and may not be delegated and which continue even in his or her absence from a particular meeting. Each Director is required to make every effort to attend all meetings of the Executive.
- 11.1.2 Subject to the provisions of the Acts, the Memorandum and the Articles and to any directions given by special resolution, the business of the Association shall be managed by the Directors, meeting as the Executive. No alteration of the membership or the Articles shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Directors by the Articles and a meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.
- 11.1.3 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Association for such purposes and on such conditions as they determine, including authority for the agent to delegate all of his or her powers.

11.2 Removal of Directors

- 11.2.1 Without prejudice to the powers of the Association under the Acts to remove a Director by ordinary resolution, Council Members for the time being entitled to exercise more than one half of the votes at Council shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors whether as additional Directors or to fill a vacancy and to remove from office any

Director whosoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Council Members making the same.

- 11.2.2 A Director shall cease to hold office if **article** 7.4 applies or if she or he:
- (a) ceases to be a Director by virtue of any provision in the Acts or is otherwise prohibited by law from being a Director;
 - (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - (d) resigns his or her office by notice to the Association (but only if at least two Directors will remain in office when the notice of resignation is to take effect); or
 - (e) is absent without permission of the Directors from three consecutive meetings of the Executive and the Executive resolves that his or her office be vacated.

11.3 **Directors' Expenses**

11.3.1 The Directors shall be entitled to be paid all reasonable out-of-pocket expenses properly incurred by them in connection with the discharge of their duties in accordance with any scheme approved by the Council, and subject to any rules laid down by Council.

11.3.2 Such claims will be subject to compliance with rules for claiming expenses, including provision of receipts as may be devised and approved, and amended from time to time.

11.4 **Power to Delegate**

11.4.1 Subject to the provisions of the Acts the Directors' meeting in Council may delegate any of their powers to one or more of their number and may appoint one or more of their number to any executive office under the Association. Any such appointment may be made upon such terms as the Directors determine. Any appointment of a Director as a Portfolio Holder shall terminate if he/she ceases to be a Director.

11.5 **Directors' Interests**

11.5.1 A Director who is in any way either directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Association:

- (a) shall declare the nature of his interest at a meeting of the Directors in accordance with the Acts;
- (b) subject to such disclosure, shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present.

11.5.2 Subject to the provisions of the Acts, and provided that he has disclosed to the Directors the nature and extent of any material interest of his:

- (a) a Director notwithstanding his office may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Association or in which the Association is otherwise interested;
- (b) shall not, by reason of his office, be accountable to the Association for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to avoided on the ground of any such interest or benefit; and
- (c) shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Association as a result of any such office, employment, transaction or arrangement or interest.

11.5.3 The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

- (a) any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Association and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and
- (b) a Director to accept or continue in any office, employment or position in addition to his office as a Director of the Association and without prejudice to the generality of **article** 11.6.1 may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that the authorisation is only effective if:

- (c) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
- (d) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

11.5.4 If a matter, or office, employment or position, has been authorised by the Directors in accordance with **article** 11.5.1 then (subject to such terms and conditions, if any, as the Directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below):

- (a) the Director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Association if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;
- (b) the Director may absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position;

- (c) a Director shall not, by reason of his office as a Director, be accountable to the Association for any benefit which he derives from any such matter, or from any such office, employment or position.

11.6 **Proceedings of Directors**

- 11.6.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Any Director may call a meeting of the Executive. In the case of equality of votes the Chair shall have a second or casting vote.
- 11.6.2 The quorum for the transaction of the business of the Executive may be fixed by the Directors and unless so fixed at any other number shall be three. The Directors may act notwithstanding any vacancies in their number but, if the number of Directors is less than the number fixed as a quorum, the continuing Director or Directors may act only for the purpose of filling vacancies.
- 11.6.3 All acts done by a meeting of the Executive, or of a committee of Directors, or by a person acting as a Director, shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Directors or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 11.6.4 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of the Executive or a committee of Directors, shall be as valid and effective as if it had been passed at a meeting of the Executive or (as the case may be) a committee of Directors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors.
- 11.6.5 Unless otherwise restricted by these Articles all or any of the Directors or members of a committee of the Executive may participate in any vote at a meeting of the Executive or such committee by conference telephone or video, or similar equipment by means of which all persons participating in the meeting can hear and be heard by each other and such participation shall constitute presence in person at the meeting.
- 11.6.6 The Executive may delegate any of their powers to a single Director or a committee comprising no less than two Directors.
- 11.6.7 In the case of urgency and where it is not practicable to convene a meeting of the Executive the powers of the Executive may be exercised by the Chair, a Vice-Chair and three other members of the Executive provided that:
 - (a) no decision shall be made or action taken which is contrary to any expressed policy of Executive or the Council; and
 - (b) details of all matters decided and action taken under this article shall be reported to the other members of the Executive as soon as reasonably practicable.

12. MINUTES

The Executive shall keep minutes for the purpose of recording:

- 12.1 all appointments of officers made by the Directors; and
- 12.2 all proceedings at meetings of the Council Members and of the Executive and of committees of Directors including names of Directors present at each such meeting.

13. THE SEAL

The Seal (if one exists) shall only be used by the authority of the Directors or of a committee of Directors authorised by 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 Chair or a Vice Chair.

14. SECRETARY

The Executive may appoint a secretary to the Association if it considers this necessary or desirable.

15. ACCOUNTS

Accounts shall be prepared in accordance with the provisions of the Acts.

16. NOTICES

- 16.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 16.2 The Association may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such Members shall be entitled to receive any notice from the Association.
- 16.3 A Member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and, where necessary of the purposes for which it was called.
- 16.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
- 16.5 Documents acquired by the Articles to be delivered or by the Association may be delivered electronically or by any other data transmission process. Such documents include but are not limited to notices of meetings and annual reports and accounts.

The Directors may decide which documents may be delivered electronically and may make rule to regulate electronic delivery and no documents will be sent electronically without the consent of the recipient.

17. INDEMNITY

- 17.1 Subject to the provisions of the Acts, but without prejudice to any indemnity to which he or she may otherwise be entitled, every Director, auditor, other officer or employee of the Association shall be indemnified out of the assets of the Association against all costs, charges, expenses, losses, damages, and liabilities which he or she may sustain or incur in defending any proceedings, whether civil or criminal which relate to anything done or omitted or alleged to have been done or omitted by him or her as an officer or employee of the Association in which judgment is given in his or her favour or in which he or she is acquitted, or which are otherwise disposed of without any finding or admission of material breach of duty on his or her part or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.
- 17.2 The Directors may exercise all the powers of the Association to purchase or maintain for any Director, auditor or other officer (including former Directors and other officers) or any other person insurance against liability for negligence, default, breach or duty, or breach of trust or any other liability which may be lawfully insured.

18. NAME AND ADDRESS OF SUBSCRIBER

David Scott
71/73 Great Peter Street
London
SW1P 2BN

Signature:

Date:

Witness to the above signature: