

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

KELVIN MALONE BRIDGE CENTRE

COMPANIES ACT 2006

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

MEMORANDUM OF ASSOCIATION

OF

KELVIN MALONE BRIDGE CENTRE

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Dated

20

COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

OF

KELVIN MALONE BRIDGE CENTRE

1. COMPANY NAME

1.1 The company's name is KELVIN MALONE BRIDGE CENTRE.

2. INTERPRETATION

2.1 In these Articles

“address” means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Association;

“AGM” means an annual general meeting of the Association;

“these Articles” means the Articles of Association;

“the Applicable Charities Legislation” means the Charities Act (Northern Ireland) 1964 and the Charities (Northern Ireland) Order 1987 and the Charities Act (Northern Ireland) 2008 to the extent that they are for the time being in force;

“the Association” means KELVIN MALONE BRIDGE CENTRE the company governed by these Articles;

“Associated Companies” means joint ventures in which the Association participates and such other bodies as the Directors deem an associated company from time to time;

“Authorised Representative” means an individual who is authorised by a member organisation to act on its behalf at meetings of the Association and whose name is notified to the Association in accordance with the Articles;

“Chair” means the Chair of the Directors;

“Charity Legislation” means the Charities (Northern Ireland) Act 1964 and the Charities (Northern Ireland) Order 1987;

“Charity Trustees” has the meaning prescribed by s.180 Charities Act (Northern Ireland) 2008 or the meaning of “trustees” prescribed under s.35 of the Charities Act (Northern Ireland) 1964 whichever is in force;

“clear days” in relation to the period of a notice means a period excluding:

- 1 the day when the notice is given or deemed to be given; and
- 2 the day for which it is given or on which it is to take effect;

“the Commission” means the Charity Commission for Northern Ireland;

“Companies Acts” means the Companies Acts (as defined in s.2 of the Companies Act 2006) insofar as they apply to the Association;

“the Directors” means the directors of the Association. The Directors are Charity Trustees as defined by Applicable Charities Legislation;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in s. 1168 of the Companies Act 2006;

“Financial Expert” means a person who is reasonably believed by the Directors to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;

“Material Benefit” means a benefit which may or may not be financial but which has monetary value;

“member” and **“membership”** refer to membership of the Association;

“Memorandum” means the Association’s Memorandum of Association;

“month” means calendar month;

“the Objects” means the Objects of the Association as defined in Article 5 of these Articles;

“person connected to a Director” means (a) a child, parent, grandchild, grandparent, brother or sister of a Director, (b) the spouse or civil partner of a Director or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Director or with any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Director or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

“the seal” means the common seal of the Association, if it has one;

“Secretary” means any person appointed to perform the duties of the Secretary of the Association;

“Subsidiary” means a “subsidiary” as defined in s.1159 of the Companies Act 2008 and any other company which is a subsidiary (as so defined) of the Association from time to time;

“Taxable Trading” means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;

“the United Kingdom” means Great Britain and Northern Ireland;

“**written**” or “**in writing**” refers to a legible document which can be printed onto paper including a fax message or electronic mail;

“**year**” means calendar year;

2.2 Expressions defined in the Companies Acts have the same meaning in the Memorandum and these Articles.

2.3 In these Articles (and in the Memorandum), unless the context required otherwise:

2.3.1. words importing the singular shall include the plural and vice versa;

2.3.2. references to any gender shall include all other genders;

2.3.3. references to persons shall include bodies corporate, unincorporated associations, trusts and partnerships;

2.3.4. headings shall not affect the interpretation of any Article;

2.3.5. references to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of incorporation of the Association) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision.

3. LIMITED LIABILITY

The liability of the members is limited. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

4. The Association’s registered office is to be in Northern Ireland.

5. OBJECTS

The Association’s Objects are exclusively for charitable purpose for the benefit of the public through;

5.1 the advancement of amateur sport by promoting the game of bridge for the benefit of the residents of the Greater Belfast area;

5.2 the provision of facilities for the learning, teaching and playing of bridge for the benefit of the residents of the Greater Belfast area with the object of improving conditions of life.

6. POWERS

6.1 The Association has the following powers which may be exercised only in promoting the Objects:

6.1.1. to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;

- 6.1.2. to publish or distribute information in any format;
- 6.1.3. to co-operate with other bodies;
- 6.1.4. to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits;
- 6.1.5. to establish, participate in and/or support (financially or otherwise) groups, forums, associations, federations or organisations with purposes which are within the Objects;
- 6.1.6. to set up, make grants to, support or administer other charities and undertake and execute charitable trusts;
- 6.1.7. to raise funds (but not by means of Taxable Trading);
- 6.1.8. to accept any gift of money, property or other assets whether subject to any special trusts or not;
- 6.1.9. to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any));
- 6.1.10. to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 6.1.11. to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any));
- 6.1.12. to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 6.1.13. to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 6.1.14. to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Association;
- 6.1.15. to make grants or loans of money and to give guarantees;
- 6.1.16. to set aside funds for special purposes or as reserves against future expenditure;
- 6.1.17. to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 6.1.18. to deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial Expert, unless the Directors reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for

diversification);

- 6.1.19. to delegate the management of investments to a Financial Expert, but only on terms that:
 - 6.1.19.1. require the Financial Expert to comply with the investment policy (and any revision of that policy) set down in writing for the Financial Expert by the Directors;
 - 6.1.19.2. require the Financial Expert to report transactions to the Directors at such interval as the Directors consider appropriate;
 - 6.1.19.3. require the Financial Expert to review the performance of the investments with the Directors regularly;
 - 6.1.19.4. entitle the Directors to cancel the delegation arrangements at any time;
 - 6.1.19.5. require the investment policy and the delegation arrangement to be reviewed with the Directors at least once a year;
 - 6.1.19.6. require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Directors on receipt;
 - 6.1.19.7. prohibit the Financial Expert from doing anything outside the powers of the Directors;
- 6.1.20. to arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body controlled by the Directors or by the Financial Expert acting under the instructions of the Directors) and to pay any reasonable fee required;
- 6.1.21. to insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association when required;
- 6.1.22. to purchase insurance designed to indemnify the Directors against any personal liability in respect of any negligence, default, breach of trust or breach of duty committed by them in their capacity as Directors/Charity Trustees provided that the terms of such insurance exclude the provision of indemnity for liability incurred:
 - 6.1.22.1. to pay a fine imposed in criminal proceedings;
 - 6.1.22.2. to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - 6.1.22.3. by a Director in defending criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him, or
 - 6.1.22.4. by a Director, to the Association, that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Association or in the case of which he did not care whether it was in the interests of

the Association or not;

- 6.1.23. subject to clause 7.1.1, to employ paid or unpaid agents, staff or advisers;
- 6.1.24. to provide and contribute to superannuation or pension funds for the employees and workers of the Association or any of them or otherwise to make provision for such employees and workers, their widows and children;
- 6.1.25. to enter into contracts to provide services to or on behalf of other bodies;
- 6.1.26. to arrange for the amalgamation with; takeover of the Association by or the acquisition of any organisation (or part thereof) the purposes of which in the opinion of the Directors are similar to the purposes of the Association either alone or as amalgamated;
- 6.1.27. to enter into and carry into effect agreements or arrangements with associations, institutions, companies or individuals which are reasonably necessary for the attainment or furtherance of the Association's Objects of any of them;
- 6.1.28. to establish, participate in and support (financially or otherwise) groups, associations, federations or organisations with purposes which are within the Objects;
- 6.1.29. to establish or acquire subsidiary companies to assist or act as agents for the Association;
- 6.1.30. to pay the reasonable and proper costs of forming and administering the Association; and
- 6.1.31. to do anything else within the law which the Directors believe will promote or help to promote the Objects.

PROVIDED THAT

- (i) In the case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Association shall not support with its funds any object, or endeavour to impose or procure to be observed by its members or others, any regulation, restriction or condition which if any object of the Association would make it a Trade Union.
- (iii) And throughout this Article the word "body" includes any association, institution or aggregate of persons, whether incorporated or unincorporated.

7. Benefits to the Association's Members and Directors

- 7.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the members of the Association but:
 - 7.1.1. members and Directors may enter into contracts with the Association and receive reasonable payment for goods or services supplied;
 - 7.1.2. members and Directors may be paid interest at a reasonable rate on money

- lent to the Association;
- 7.1.3. members and Directors may be paid a reasonable rent or hiring fee for property let or hired to the Association;
- 7.1.4. individual members and Directors who are beneficiaries may receive charitable benefits in that capacity.
- 7.2 A Director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Association except:
 - 7.2.1. as mentioned in Articles 6.1.24 (Director insurance), 7.1.1 (contractual payments for services), 7.1.2 (interest on loans), 7.1.3 (rent or hiring fees) and 7.1.4 (as a beneficiary);
 - 7.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) in accordance with the expenses policy of the Association, actually incurred in running the Association;
 - 7.2.3. an indemnity in respect of any liabilities properly incurred in running the Association or otherwise to the extent permitted by the Companies Acts;
 - 7.2.4. payment to any Association in which a Director has not more than a 1% shareholding;
 - 7.2.5. in exceptional cases, other payments or benefits (but only with the prior written approval of the Commission where it is empowered to do so).
- 7.3 Any Director (or any person connected to a Director whose remuneration might result in a Director obtaining a Material Benefit) may enter into a contract with the Association to supply goods or services in return for a payment or other Material Benefit but only if:
 - 7.3.1. the goods or services are actually required by the Association;
 - 7.3.2. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedures in Articles 7.4 and 7.5; and
 - 7.3.3. in any financial year, no more than one half of the Directors are subject to such a contract (or have a person connected to them who is subject to such a contract).
- 7.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee, the Director concerned must:
 - 7.3.1. declare the nature and extent of an interest before discussion begins on the matter;
 - 7.3.2. withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 7.3.3. not be counted in the quorum for that part of the meeting;
 - 7.3.4. withdraw during the vote and have no vote on the matter.
- 7.5 If a conflict of interests arises for a Director because of a duty or loyalty owed to another organisation or person and the conflict is not allowed by virtue of any other provision in

these Articles, the unconflicted Directors may allow such a conflict of interests to be tolerated provided that:

7.5.1. the procedure in Article 7.4 is followed; and

7.5.2. the unconflicted Directors consider it is in the best interests of the Association to tolerate the conflict in the circumstances applying.

7.6 This Article may not be amended without the prior written consent of the Commission (where the Commission is empowered to do so).

8. MEMBERSHIP

8.1 The subscribers to the Memorandum are the first members of the Association.

8.2 The number of members with which the Association proposes to be registered is unlimited.

8.2 The Association must maintain a Register of Members and the members of the Association shall be those listed in the Register of Members.

8.3 There shall be the following classes of membership:

8.3.1. Full Members

Those bridge players and those wishing to learn to play who are over the age of eighteen years will be entitled to apply for full membership of the Association. Full members are entitled to be present at meetings of the Association and shall be entitled to vote at meetings of the Association and be entitled to be elected as Directors of the Association.

8.3.2. Junior Members

Those bridge players and those wishing to learn to play who are under the age of eighteen years will be entitled to apply for Junior membership. Junior members are not entitled to vote at general meetings and cannot be Directors of the Association.

8.3.3. Honorary Life Members

The Association may confer Honorary Life Membership on any member who has rendered special service to the Association. Such members are entitled to be present and to speak at general meetings of the Association but shall not be entitled to vote, unless they are both a full member and an honorary life member.

8.4 The Directors shall fix an annual subscription and it shall be a qualification for membership that such annual subscription shall be fully paid up.

8.5 Any person wishing to become a member of the Association shall apply for membership by completing such form as may be prescribed from time to time by the Directors.

8.6 All members are deemed to have accepted the regulations of the Articles and the rules and codes of conduct adopted by the Association.

8.7 After the date of adoption of these Articles no person shall be admitted as a member of the Association unless he or she is approved by the Directors.

- 8.8 The Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 8.9 Membership is terminated if the member concerned:
- 8.9.1 gives written notice of resignation to the Association;
 - 8.9.2 dies;
 - 8.9.3 owes money to the Association which is not paid in full within 3 months of it falling due;
 - 8.9.4 is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Association or is inconsistent with the Objects of the Association (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice).
- 8.10 Membership of the Association is not transferable.

9. ANNUAL GENERAL MEETINGS

- 9.1 The Association must hold an AGM in every year which all members are entitled to attend.
- 9.2 At an AGM the members:
- 9.2.1 receive the accounts of the Association for the previous financial year;
 - 9.2.2 receive the Directors' report on the Association's activities since the previous AGM;
 - 9.2.3 appoint officers and Directors
 - 9.2.4 appoint auditors for the Association;
 - 9.2.5 may confer honorary life membership of the Association on any person proposed by the Directors in accordance with Article 8.3.3; and
 - 9.2.6 discuss and determine any issues of policy or deal with any special or any other business put before them.

10. GENERAL MEETINGS

- 10.1 Subject to Article 11, the Directors may call a general meeting at any time. Members are entitled to attend general meetings.
- 10.2 A general meeting may be called on a written request to the Directors from ten members entitled to vote or 10% of the members entitled to vote, whichever is the greater.
- 10.3 On receipt of a written request made pursuant to Article 10.2, the Directors must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the meeting.

11. NOTICE OF GENERAL MEETINGS

- 11.1 The minimum period of notice required to hold a general meeting of the Association is fourteen clear days.
- 11.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 11.3 The notice of a general meeting must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an AGM, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and Article 18.
- 11.4 The notice of a general meeting must be given to all the members and to the Directors and auditors.
- 11.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the general meeting did not receive it because of an accidental omission by the Association.

12. VOTES OF MEMBERS

- 12.1 Subject to Article 8, every member entitled to vote and present in person has one vote on each resolution or issue. No member may exercise their vote at any general meeting unless all moneys then payable by that member to the Association have been paid.
- 12.2 If at any general meeting any votes are counted which ought not to have been counted, or might have been rejected, the error shall not invalidate the results of the voting unless it is pointed out at the same meeting, and not in that case unless, in the opinion of the person chairing the meeting, it is of sufficient magnitude to invalidate the result of the voting.
- 12.3 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 12.4 In the case of an equality of votes, whether on a show of hands or on a poll, the person chairing the meeting is entitled to a casting vote in addition to any other vote he or she may have.

13. PROCEEDINGS AT GENERAL MEETINGS

- 13.1 No business shall be transacted at any general meeting unless a quorum is present.
- 13.2 There is a quorum at a general meeting if the number of members personally present and entitled to vote is at least twenty full members entitled to be present and to vote. If the purpose of the meeting is to appoint one or more Directors pursuant to their powers to do so under the Companies Act then the quorum for the transaction of business at that meeting shall be one or more members for that sole purpose.

- 13.3 If:
- 13.3.1. a quorum is not present within half an hour from the time appointed for the meeting; or
 - 13.3.2. during a meeting a quorum ceases to be present,
- the meeting shall be adjourned to such time and place as the Directors shall determine.
- 13.4 The Directors must reconvene the meeting and must give at least seven days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 13.5 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting, the members present at that time shall constitute the quorum for that meeting.
- 13.6 General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.
- 13.7 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.
- 13.8 If there is only one Director present and willing to act, he or she shall chair the meeting.
- 13.9 If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 13.10 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 13.11 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 13.12 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 13.13 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 13.14 Any vote 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:
- 13.14.1. by the person chairing the meeting; or
 - 13.14.2. by at least two members present in person or by proxy and having the right to vote at the meeting.
- 13.15 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 13.16 The result of the vote must be recorded in the minutes of the Association but the number or proportion of votes cast need not be recorded.
- 13.17 A demand for a poll may be withdrawn, before the poll is taken, but only with the

consent of the person who is chairing the meeting.

- 13.18 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 13.19 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 13.20 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 13.21 A poll is demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 13.22 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 13.23 The poll must be taken within thirty days after it has been demanded.
- 13.24 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 13.25 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

14. CONTENT OF PROXY NOTICES

- 14.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - 14.1.1. states the name and address of the member appointing the proxy;
 - 14.1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 14.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 14.1.4. is delivered to the Association in accordance with the Articles and any instruction contained in the notice of the general meeting to which they relate.
- 14.2 The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 14.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 14.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 14.4.1. 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
 - 14.4.2. 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.

15. DELIVERY OF PROXY NOTICES

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.

16. WRITTEN RESOLUTIONS

- 16.1 A written resolution passed in accordance with the Companies Acts is as valid as a resolution actually passed at a general meeting.
- 16.2 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
 - 16.2.1. a copy of the proposed resolution has been sent to every eligible member;
 - 16.2.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
 - 16.2.3. it has been received at the registered office within a period of 28 days beginning with the circulation date.
- 16.3 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

17. THE DIRECTORS

- 17.1 The Directors have control of the Association and its property and funds.
- 17.2 There shall be at least three Directors comprising the Chair, the Secretary and the Treasurer, and up to nine other Directors. All Directors must be members.
- 17.3 The first Directors shall be the subscribers to the company's Memorandum.
- 17.4 The Directors shall be appointed by the members in general meeting. Every Director must sign a declaration of willingness to act as a Director of the Association before he or she is eligible to vote at any meeting of the Directors.
- 17.5 A Director may not appoint anyone to act on his or her behalf at meetings of the Directors.

- 17.6 Each Director shall retire from office at the conclusion of the Annual General Meeting next after his or her appointment but shall be eligible for re-election at that Annual General Meeting, provided that no Director may serve more than 8 consecutive years in office so that he or she must retire from office on the anniversary of the eighth year of the date of his or her appointment as a Director. Upon such retirement a Director may not be re-appointed until a period of one year has elapsed except if the members determine that it is in the interests of the Association to allow such person to stand for re-election for a further term.
- 17.7 Each newly elected prospective Director or re-elected Director shall be so elected or re-elected, as appropriate, with effect from the end of that meeting at which they were so elected or re-elected as appropriate.
- 17.8 A Director's term of office automatically terminates:
- 17.8.1. if he or she ceases to be a Director by virtue of any provision of the Companies Acts or he or she is disqualified under Charity Legislation from acting as a Charity Trustee or he or she is otherwise prohibited by law from acting as a director or trustee or if he or she is incapable, whether mentally or physically, of managing his or her own affairs;
 - 17.8.2. if he or she is absent from four consecutive meetings of the Directors without permission of the Directors and the Directors resolve that such person's office be terminated;
 - 17.8.3. if he or she ceases to be a member of the Association (but such a person may be reinstated by resolution passed by all the other Directors on resuming membership of the Association);
 - 17.8.4. if he or she resigns or retires from office by written notice to the Directors (but only if at least three Directors will remain in office when the notice is to take effect);
 - 17.8.5. if he or she is removed by resolution of the Directors on the grounds that in their reasonable opinion the Director's continued directorship is harmful to the Association or inconsistent with the Objects of the Association passed by a three quarters majority of all the Directors (but only if at least three Directors will remain in office when the resolution is to take effect) but only after notifying the Director in writing and considering the matter in light of any written representations which the Director concerned puts forward within 14 clear days after receiving notice and after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
- 17.9 The Directors may at any time co-opt up to four persons duly qualified to be appointed as Directors to fill a vacancy in their number or as additional Directors, but a co-opted Director shall not be included in the calculation of the maximum number of Directors and holds office only for a period of one year from the date of appointment and shall attend meetings of the Directors but not have a right to vote at Director's meetings nor be required to be a member of the Association. A co-opted Director shall be eligible to be co-opted again but shall not serve more than three consecutive terms.
- 17.10 The Directors may appoint from among their number a Director to fill a vacancy in the position of Chair, Secretary or Treasurer, should the vacancy arise between Annual General Meetings.

- 17.11 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 17.12 The Association may by ordinary resolution, of which special notice has been given in accordance with Article 387 of the Companies Act 2006, remove any Director before the expiry of his or her period of office notwithstanding anything in these Articles or in any agreement between the Association and the Director.
- 17.13 Each Director waives any right he or she has for compensation for loss of office as a Director as a result of his or her removal as a Director for any reason, including without limiting the general sense of these Articles because he or she has ceased to be a member.

18. PROCEEDINGS OF THE DIRECTORS

- 18.1 The Directors must hold at least four meetings each year and shall cause minutes to be kept of proceedings of all meetings held and appointments made. Any such minutes, if signed by the Chair of that meeting or by the Chair of the next succeeding meeting shall be sufficient evidence without any further proof of the facts stated in those minutes. The Directors may regulate their proceedings as they think fit. A Director may, and the Secretary, at the request of a Director must call a meeting of the Directors. Not less than 48 hours notice of Directors' meetings must be given to all Directors.
- 18.2 A quorum at a meeting of the Directors is three Directors (excluding co-optees). The Directors may act notwithstanding any vacancies in their number but if their number is reduced below the number fixed as the quorum for Directors, the continuing Directors or Directors may act only as Director or Directors to admit persons to membership of the Association, fill vacancies in the Directors or to summon a general meeting.
- 18.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 18.4 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 18.5 Unless otherwise specified in the Articles every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by three quarters of the Directors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature); provided all Directors entitled to vote have been notified of the business, a resolution agreed by all the Directors by telephonic communication, telex, facsimile transceiver, telegraph, computer or by any other electronic or like means will be valid if it is signed by the Chair and is expressed to be passed pursuant to this provision and shall be deemed to have taken place at the place where the Chair is located.
- 18.6 Every Director has one vote on each issue. In the case of an equality of votes, the Chair of the meeting shall have a second or casting vote.
- 18.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting of Directors or a committee.
- 18.8 If any Director has any interest or conflict of interest in any deliberations or proceedings of the Directors he or she must declare that interest at the commencement of those

deliberations or proceedings, and must, if so requested by any other Director then present, remove himself or herself from those deliberations or proceedings (including the passing of any relevant resolutions) until they are concluded.

- 18.9 Without prejudice to the generality of Article 18.8 a Director may not vote in respect of any contract in which he or she is interested or any matter relating to such a contract and, if he or she does so vote, his or her vote shall not be counted.

19. POWERS OF THE DIRECTORS

- 19.1 The Directors have the following powers in the administration of the Association:

19.1.1 to delegate any of their functions to committees consisting of two or more individuals appointed by them which shall act in accordance with agreed terms of reference and all proceedings of committees must be reported promptly to the Directors. At least one member of every committee must be a Director who shall also act as Chair and shall have a casting vote in the case of an equality of votes. No expenditure may be incurred by such committees on behalf of the Association except in accordance with a budget previously agreed with the Directors;

19.1.2 to make Standing Orders consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at general meetings;

19.1.3 to make Rules consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at their meetings and at meetings of committees;

19.1.4 to make Regulations consistent with the Memorandum, these Articles and the Companies Acts to govern the administration of the Association and the use of its seal;

19.1.5 to establish procedures to assist the resolution of disputes within the Association;

19.1.6 to exercise any powers of the Association which are not reserved to a general meeting.

- 19.2 The Association in general meeting has the power to alter, add to or repeal the standing orders, rules, regulations and procedures so established by the Directors.

20. MINUTES

- 20.1 The Directors must keep minutes of all:

20.1.1. appointments of officers and Directors;

20.1.2. proceedings at meetings of the Association; and

20.1.3. meetings of the Directors and committees of Directors including:

20.1.3.1. the names of the Directors present at the meeting;

20.1.3.2. the decisions made at the meetings; and

20.1.3.3. where appropriate the reasons for the decisions.

21. ACCOUNTS

- 21.1 The Directors must prepare for each financial year accounts as required by the Companies Acts and Applicable Charities Legislation. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 21.2 The Directors must keep accounting records as required by the Companies Acts and Applicable Charities Legislation.

22. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

- 22.1 The Directors must comply with the requirements of the Applicable Charity Legislation with regards to the:
- 22.1.1. transmission of the statements of account of the Association;
 - 22.1.2. preparation of an Annual Report and its transmission to the Commission; and
 - 22.1.3. preparation of an Annual Return and its transmission to the Commission.
- 22.2 The Directors must notify the Commission promptly of any changes to the Association's entry on the Central Register of Charities.

23. SEAL

The seal 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 two Directors.

24. MEANS OF COMMUNICATION TO BE USED

- 24.1 Subject to the Articles, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Association.
- 24.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 24.3 Any notice to be given to or by any person pursuant to the Articles:
- 24.3.1. must be in writing; or
 - 24.3.2. must be given in electronic form.
- 24.4 The Association may give any notice to a member either:
- 24.4.1. personally; or

- 24.4.2. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - 24.4.3. by leaving it at the address of the member; or
 - 24.4.4. by giving it in electronic form to the member's address.
- 24.5 A member who does not register an address with the Association or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Association.
- 24.6 A member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 24.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 24.8 Proof that an electronic form of notice was given shall be conclusive where the Association can demonstrate that it was properly addressed and sent, in accordance with s. 1147 of the Companies Act 2006.
- 24.9 In accordance with s. 1147 of the Companies Act 2006 notice shall be deemed to be given:
- 24.9.1. 48 hours after the envelope containing it was posted; or
 - 24.9.2. in the case of an electronic form of communication, 48 hours after it was sent.

25. INDEMNITY

- 25.1 The Association shall indemnify every Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Association.
- 25.2 In this article a "relevant Director" means any Director or former Director of the Association.
- 25.3 The Association may indemnify an auditor against any liability incurred by him or her or it:
- 25.3.1. in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or
 - 25.3.2. in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

26. DISSOLUTION

- 26.1 The members of the Association may at any time before, and in expectation of, its dissolution resolve that any net assets of the Association after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Association be applied or transferred in any of the following ways:

- 26.1.1. directly for the Objects; or
 - 26.1.2. to any charity or charities for purposes similar to the Objects; or
 - 26.1.3. to any charity or charities for use for particular purposes that fall within the Objects.
- 26.2 Subject to any such resolution of the members of the Association, the Directors of the Association may at any time before and in expectation of its dissolution resolve that any net assets of the Association after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Association be applied or transferred:
- 26.2.1. directly for the Objects; or
 - 26.2.2. to any charity or charities for purposes similar to the Objects; or
 - 26.2.3. to any charity or charities for use for particular purposes that fall within the Objects.
- 26.3 In no circumstances shall the net assets of the Association be paid to or distributed among the members of the Association and if no resolution in accordance with Article 26.1 or 26.2 is passed by the members or the Directors the net assets of the Association shall be applied for charitable purposes as directed by the Court or the Commission.