

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

ABILITY HOUSING ASSOCIATION

Company number 01261380

Registered Charity No 271547



30 Finsbury Circus
London EC2M 7DT

T : +44 (0)20 7628 7576
F : +44 (0)20 7256 7318
W : www.devonshires.com

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OF
ABILITY HOUSING ASSOCIATION
(Adopted by special resolution passed on [DATE])

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

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

Association: means Ability Housing Association, which is a charitable company regulated by the Articles;

Beneficiary Member: means any tenant or occupier of a property owned or managed by the Association or any person in receipt of care services advice or assistance from the Association or any member of the family of such a person (as defined in Section 62 of the Housing Act 1996) who is a Member of the Association;

Board means the board of Directors;

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

Charities Act: means the Charities Act 2011;

Charity Commission: means the Charity Commission for England and Wales;

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

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

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

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any person who carries on business in partnership with a Director or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Director and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a Director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

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

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

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

Financial Expert: means a person who is reasonably believed by the Directors to be qualified to give advice on investments by reason of their ability in and practical experience of financial and other matters relating to investments;

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

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

Objects: means the objects of the Association as stated in article 4;

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

United Kingdom: means Great Britain and Northern Ireland; and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Association.

2 Name

The name of the company (referred to in these Articles as the Association) is ABILITY HOUSING ASSOCIATION.

3 Registered Office

The registered office of the Association will be situated in England.

4 Objects

The objects for which the Association is established are:

- 4.1 The relief of those in need, by reason of youth, age, ill-health, disability or financial hardship by providing suitable housing for people in housing need. The Association will have a particular focus on supporting those people in housing need who have a disability, impairment, or long-term health condition to live independently and as active participants within their communities. The Association will deliver care, support and intensive housing management services to support independent living and social inclusion, enabling people to have choice and control over their lives. This will be achieved by:
 - 4.1.1 the construction, improvement or management of housing accommodation for those who are in need thereof and any associated amenities specially designed or adapted to meet the disabilities and requirements of such persons;
 - 4.1.2 the provision of care, services, advice or assistance to those in need thereof and without prejudice to the generality of the forgoing the arrangement and carrying out of works of improvement repair or maintenance to houses occupied by them and provision of any associated amenities specially designed or adapted to meet the disabilities and requirements of such individuals.
- 4.2 To set up homes for such individuals and to provide facilities to enable them to participate in training and other activities including support into employment.
- 4.3 The promotion of equality and diversity for the public benefit, in particular through the promotion of the social model of disability - equality, fairness and rights for people who have a disability; by participating in research, development and campaigns promoting equal rights of disabled people, and promoting, organising, arranging and participating in conferences and meetings on subjects relating to equalities for those living with a disability, impairment or long-term health condition.

5 Powers

- 5.1 In pursuance of the Objects, but not further or otherwise, the Association has the power to:
 - 5.1.1 accept (or disclaim) any gift of money, legacy or other property;
 - 5.1.2 raise funds by way of subscription, donation or otherwise;
 - 5.1.3 trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
 - 5.1.4 establish or purchase companies to carry on any trade;
 - 5.1.5 sell, lease or otherwise dispose of all or any part of the Association's real or personal property and any and all rights of the Association, subject to such consents as may be required by law;
 - 5.1.6 borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Association's property and assets, subject to such consents as may be required by law;

- 5.1.7 lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 5.1.8 buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 5.1.9 set aside funds for particular purposes or as reserves against future expenditure;
- 5.1.10 deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- 5.1.11 delegate the management of investments to a Financial Expert, but only on terms that:
 - (a) the Association's investment policy is set down in writing by the Directors for the Financial Expert;
 - (b) all transactions are reported promptly and regularly to the Directors;
 - (c) investment performance is reviewed regularly with the Directors;
 - (d) the delegation arrangement may be cancelled by the Directors at any time;
 - (e) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
 - (f) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Directors on receipt;
 - (g) the Financial Expert must not do anything outside the powers of the Association;
- 5.1.12 arrange for the investments or other property of the Association to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Directors or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- 5.1.13 co-operate with other bodies and to exchange information and advice with them;
- 5.1.14 establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- 5.1.15 enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- 5.1.16 acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- 5.1.17 enter into contracts to provide services to or on behalf of other bodies;
- 5.1.18 provide or procure the provision of advice;

- 5.1.19 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- 5.1.20 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 5.1.21 subject to article 6.2:
 - (a) employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
 - (b) make reasonable provision for the payment of pensions for employees and their dependents;
- 5.1.22 take out such insurance policies as are necessary to protect the Association;
- 5.1.23 provide indemnity insurance for the Directors or any other officer of the Association in accordance with and subject to the conditions in section 189 of the Charities Act;
- 5.1.24 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 5.1.25 alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- 5.1.26 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 5.1.27 provide and assist in the provision of money, materials or other aid;
- 5.1.28 act as trustee and to undertake and execute charitable trusts;
- 5.1.29 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects similar to the Objects;
- 5.1.30 pay out of the funds of the Association the costs incurred in connection with the formation and registration of the Association as a company and as a charity; and
- 5.1.31 do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

Provided that if the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with that property in such manner as is permitted by law, having regard to such trusts.

6 Application of income and property

- 6.1 The income and property of the Association shall only be applied to promote the Objects.
- 6.2 Except as provided below, no part of the income or property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit

to any Member of the Association. Subject to Article 7, this shall not prevent any payment in good faith by the Association of:

- 6.2.1 a benefit to any Member in the capacity of a beneficiary of the Association;
- 6.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Association, provided that article 7 applies if such a Member is a Director;
- 6.2.3 interest on money lent by a Member to the Association at a reasonable and proper rate;
- 6.2.4 reasonable and proper rent for premises demised or let by a Member to the Association; and
- 6.2.5 any payment to a Member who is also a Director which is permitted under article 7.

7 Benefits and payments to Members, Directors and Connected Persons

7.1 Nothing within these Articles shall prevent any payment in good faith by the Association:

- 7.1.1 of reasonable and proper remuneration to any Member, officer or servant of the Association (not being a Director) for any services rendered to the Association;
- 7.1.2 of interest on money lent by any Member or any Director at a rate per annum not exceeding 2 per cent. less than the minimum lending rate prescribed for the time being by the Bank of England, or 3 per cent. whichever is the greater;
- 7.1.3 of reasonable and proper rent for premises demised or let by any Member or Director;
- 7.1.4 of fees, remuneration or other benefit in money or money's worth to a company of which a Director may be a member holding not more than one hundredth part of the capital of the company;
- 7.1.5 to any Director of out-of-pocket expenses;
- 7.1.6 to any Beneficiary Member who is also a Director who may receive other benefits from the Association provided the following conditions are met:-
 - (a) agendas for meetings of the Board must identify any items for discussion or decision in which Directors may have a relevant interest;
 - (b) if any Director has a relevant interest in any matter to be discussed or decided a meeting of the Board, they must declare their relevant interest at that meeting;
 - (c) if the Directors are to discuss or decide a question which involves giving a direct material benefit to an individual (whether uniquely or as one of a number selected from those eligible to benefit from the Association) any Director who has a relevant interest in the award of the benefit must absent himself from the meeting whilst the question is discussed or decided, without taking part in the discussion or decision;

- (d) the minutes of the meeting at which any benefit is given to a Director must fully record the reasons for the decision and must in particular describe the selection criteria and procedures applied in reaching it; and
- (e) benefits of the kind described in (c) above must not be awarded more frequently than twice in any calendar year.
- (f) Not more than two Directors shall be Beneficiary Members.

8 Winding up

- 8.1 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of article 6 hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

9 Liability of members

- 9.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Association in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:
- 9.1.1 payment of the Association's debts and liabilities contracted before they cease to be a Member,
 - 9.1.2 payment of the costs, charges and expenses of the winding up, and
 - 9.1.3 adjustment of the rights of the contributories among themselves.

10 Members

- 10.1 The Members will be those included in the register of Members from time to time.
- 10.2 Each Member shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
- 10.3 The Association shall admit to membership an individual who or an organisation which:
- 10.3.1 applies to the Association using the application process approved by the Directors; and
 - 10.3.2 is approved by the Directors.
- 10.4 The Directors may in their absolute discretion accept or decline to accept any application for membership and need not give reasons for doing so.
- 10.5 The Association shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
- 10.6 Membership is not transferable or transmissible.

- 10.7 The Directors may establish different classes of membership and set out different rights and obligations for each class, with such rights and obligations recorded in the register of Members, but shall not be obliged to accept any person fulfilling those criteria as a Member.

11 Termination of membership

- 11.1 A Member shall cease to be a Member if:

11.1.1 the Member dies or, if it is an organisation, ceases to exist;

11.1.2 the Member resigns by giving notice to the Association in writing;

11.1.3 the Member does not participate in two consecutive general meetings of the Association nor delivers written apologies in advance of any such meetings;

11.1.4 being a Beneficiary Member he or she ceases to be in receipt of any care, service, advice or assistance from or occupy any property owned by the Association;

11.1.5 the Member is removed from membership by a resolution of the Directors that it is in the best interests of the Association that the membership is terminated. Such a resolution may not be passed unless:

- (a) the Member has been given at least 14 Clear Days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and
- (b) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Association) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The Directors must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration;

11.1.6 where the Member is a Director, the Member ceases to be a Director.

12 Annual general meetings

- 12.1 The Association may hold an annual general meeting in each calendar year.

- 12.2 Each notice calling an annual general meeting shall specify the meeting as such and any annual general meeting shall take place at such time and place as the Directors shall think fit.

- 12.3 The business at an annual general meeting (if held) shall include:

12.3.1 the consideration of the accounts, balance sheets, reports of the Directors and auditors;

12.3.2 noting the retirement, appointment or re-appointment of Directors; and

12.3.3 the appointment of the auditors.

13 Notice of general meetings

- 13.1 All general meetings shall be called on a minimum of 14 Clear Days' notice.

- 13.2 A general meeting or annual general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 13.3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
- 13.4 The notice shall be given to:
 - 13.4.1 each Member;
 - 13.4.2 each Director; and
 - 13.4.3 the auditor for the time being of the Association.
- 13.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Association.

14 Proceedings at general meetings

- 14.1 Every general meeting of the Association shall have a chair:
 - 14.1.1 The chair of Directors shall chair general meetings of the Association or, if the chair of Directors is absent, the vice-chair of Directors shall act as chair.
 - 14.1.2 If neither the chair nor the vice-chair of Directors is present within 15 minutes of the time appointed for the meeting, a Director elected by the Directors present shall chair the meeting.
 - 14.1.3 If there is only one Director present and willing to act, that Director shall chair the meeting.
 - 14.1.4 If no Director is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.
- 14.2 No business shall be transacted at any general meeting unless a quorum is present.
- 14.3 A quorum is:
 - 14.3.1 Four Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting; or
 - 14.3.2 50% of the total membership at the time,whichever is the lower.
- 14.4 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, if convened on the requisition of Members, the meeting shall be dissolved. In any other case, the meeting shall be adjourned to the same day in the next week, at the same time and place, or at such other place as the Board may determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.

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

14.5.1 is to be adjourned to a particular date, time and place; or

14.5.2 shall be adjourned to a date, time and place to be appointed by the Directors;

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

- 14.6 If the meeting is adjourned until more than 30 days after the date on which it was adjourned, notice of the adjourned meeting shall be given in the same manner as of an original meeting..

- 14.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

- 14.8 Any Member may participate in a meeting of the Member in person or by means of video conference, telephone or any suitable electronic means agreed by the Directors and by which all those participating in the meeting are able to communicate with all other participants. Any Member so participating shall be deemed to be present in person for the purposes of these Articles.

15 Voting at general meetings

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

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

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

- 15.4 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

- 15.5 A poll may be demanded by:

15.5.1 the chair of the meeting;

15.5.2 the Directors;

15.5.3 three or more Members present in person or by proxy; or

15.5.4 a Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting..

- 15.6 A demand for a poll may be withdrawn if:

15.6.1 the poll has not yet been taken, and

15.6.2 the chair of the meeting consents to the withdrawal.

15.7 No poll shall be demanded on election of a person to chair a meeting or on a question of adjournment.

15.8 A poll demanded must be taken at such time and place and in such manner as the chair of the meeting directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

15.9 If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

16 Proxies

16.1 A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Association.

16.2 Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which:

16.2.1 states the name and address of the Member appointing the proxy;

16.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

16.2.3 is signed under the hand of the appointer or their attorney duly authorised in writing, or if such appointer is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf ; and

16.2.4 is delivered to the Association in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate, or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll.

A proxy notice which is not delivered in such manner shall be invalid.

16.3 The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

16.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

16.5 Unless a proxy notice indicates otherwise, it must be treated as:

16.5.1 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

16.5.2 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.

16.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.

- 16.7 An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 16.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 16.9 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

17 Members which are organisations

- 17.1 An organisation which is a Member of the Association may authorise any person to act as its representative at any meeting of the Association and to exercise, on behalf of the organisation, the rights of the organisation as a member.
- 17.2 The organisation must give written notice of the name of its representative to the Association and, in the absence of such notice, the Association shall not be obliged to recognise the entitlement of the organisation's representative to exercise the rights of the organisation at general meetings. Having received such notice, the Association shall consider that the person named in it as the organisation's representative shall continue to be its representative until written notice to the contrary is received by the Association.
- 17.3 The Association shall be entitled to consider that any notice received by it in accordance with article 17.2 is conclusive evidence that the representative is entitled to represent the organisation and that the representative's authority has not been revoked. The Association shall not be required to consider whether the representative has been properly authorised by the organisation.

18 Written resolutions

- 18.1 Subject to article 18.4, a written resolution of the Members passed in accordance with this article 18 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- 18.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members;
or
- 18.1.2 as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it is proposed as a special resolution.
- 18.2 Where a resolution is proposed as a written resolution of the Association, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 18.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.
- 18.4 A Members' resolution under the Act removing a Director or an auditor before the expiration of their term of office may not be passed as a written resolution.

- 18.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 18.6 A Member signifies their agreement to a proposed written resolution when the Association receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 18.6.1 if the document is sent to the Association in hard copy form, it is authenticated if it bears the signature of the person sending it;
- 18.6.2 if the document is sent to the Association in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Association or, where no such manner has been specified by the Association, if it is accompanied by a statement of the identity of the sender and the Association has no reason to doubt the truth of that statement.
- 18.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it. In the case of a Member that is an organisation, its authorised representative may signify its agreement.
- 18.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 18.9 Communications in relation to written resolutions shall be sent to the Association's auditors in accordance with the Act.
- 18.10 The Members may require the Association to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

19 Directors

- 19.1 The number of Directors shall not exceed twelve and shall not be less than four.
- 19.2 The Board may co-opt such members to the Board or to any committees of the Board as they see fit but such co-optees shall have no powers to vote on any matters of the Board.
- 19.3 A Director may not appoint an alternate director or anyone to act on their behalf at meetings of the Directors.

20 Powers of Directors

- 20.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Directors shall be responsible for the management of the Association's business and may exercise all the powers of the Association for that purpose.
- 20.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Directors.
- 20.3 A meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

21 Appointment of Directors

- 21.1 Any person who is willing to act as a Director, and who is permitted by law to do so, may be appointed to be a Director by resolution of the Directors, either to fill a casual vacancy or by way of addition to the Board, provided the appointment of a Director must not cause the maximum number set out in article 19.1 to be exceeded. Any Director so appointed shall retain his office only until the next annual general meeting or for a maximum period of twelve months from his appointment (whichever occurs sooner), but he shall then be eligible for re-appointment.
- 21.2 No person who is not a Member of the Association shall in any circumstances be eligible to hold office as a Director.
- 21.3 No more than two Directors shall be Beneficiary Members.

22 Retirement and Rotation of Directors

- 22.1 Each Director shall be appointed by the Board for a fixed term of office (each a “**fixed term**”). The fixed term shall be for a term of three calendar years unless the Board has set a lower number of calendar years for the relevant Director on their appointment. No fixed term shall be set which would cause the relevant Director to serve beyond their sixth consecutive calendar year unless the Board considers it would be in the best interests of the Association for a particular Director to continue to serve beyond that period and that Director is re-appointed in accordance with the Articles.
- 22.2 Each Director who has served their fixed term shall retire from office. Any Director who retires from office under this article 22.2 shall be eligible for re-appointment subject to any restrictions contained in these Articles.
- 22.3 Any Director retiring under article 22.2 having completed six years’ continuous service (plus any extended period agreed by the Board under article 22.1) on the Board of the Association shall not be eligible for re-appointment for at least one full term of office.

23 Disqualification and removal of Directors

- 23.1 A Director shall cease to hold office if they:
- 23.1.1 are removed by ordinary resolution of the Association pursuant to the Act;
 - 23.1.2 cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;
 - 23.1.3 are disqualified from acting as a charity trustee by virtue of the Charities Act;
 - 23.1.4 cease to be a Member of the Association;
 - 23.1.5 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
 - 23.1.6 in the written opinion of a registered medical practitioner who is treating the Director, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 23.1.7 resign by written notice to the Association, provided that at least four Directors will remain in office once the resignation takes effect; or

23.1.8 are absent from all the meetings of the Directors held within a period of six consecutive months, without the permission of the Directors, and the Directors resolve that their office be vacated; or

23.1.9 are removed from office by a resolution of the Directors that it is in the best interests of the Association that their office be vacated passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:

(a) the Director has been given at least 14 Clear Days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and

(b) the Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration.

24 Proceedings of Directors

24.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.

24.2 Acts done by a meeting of the Directors or of a committee or by a person acting as a Director shall not be invalidated by the subsequent realisation that:

24.2.1 the appointment of any such Director or person acting as a Director was defective; or

24.2.2 any or all of them were disqualified; or

24.2.3 any or all of them were not entitled to vote on the matter.

25 Calling a Directors' meeting

25.1 Any Director may call a meeting of the Directors by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

25.2 Notice of a meeting of the Directors must be given to each Director, but need not be in writing. The notice must specify:

25.2.1 the time, date and place of the meeting;

25.2.2 the general particulars of the business to be considered at the meeting; and

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

26 Participation in Directors' meetings

26.1 Any Director may participate in a meeting of the Directors in person or by means of video conference, telephone or any suitable electronic means agreed by the Directors and by which all those participating in the meeting are able to communicate with all other participants.

- 26.2 If all the Directors participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

27 Quorum for Directors' meetings

- 27.1 The quorum for Directors' meetings shall not be less than four Directors or half of the total number of Directors, whichever is lower.
- 27.2 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 27.3 If the total number of Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall not take any decision other than a decision to appoint further Directors.

28 Chairing Directors' meetings

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

29 Decision-making by Directors

- 29.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 30.
- 29.2 Each Director has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

30 Unanimous decisions by Directors

- 30.1 A decision of the Directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 30.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 30.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 30.4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

31 Delegation by Directors

- 31.1 The Directors may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee. A committee must include at least one Director (or such Directors as the Board thinks fit).
- 31.2 The Directors may delegate the implementation of their decisions or day-to-day management of the affairs of the Association to any person or committee.
- 31.3 The terms of reference of a committee may include conditions imposed by the Directors, including that:
- 31.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate; and
 - 31.3.2 no expenditure or liability may be incurred on behalf of the Association except where approved by the Directors or in accordance with a budget previously agreed by the Directors.
- 31.4 Persons who are not Directors may be appointed as members of a committee, subject to the approval of the Directors.
- 31.5 Every committee shall act in accordance with the terms of reference under which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 31.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 31.7 The Directors may revoke or alter a delegation.
- 31.8 All acts and proceedings of any committee shall be fully and promptly reported to the Directors.

32 Conflicts of interest

- 32.1 A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Association or in any transaction or arrangement entered into by the Association which has not previously been declared.
- 32.2 A Director must absent themselves from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of the Association and any personal interest (including but not limited to any personal financial interest).
- 32.3 If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:
- 32.3.1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 32.3.2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

32.3.3 the unconflicted directors consider it is in the interests of the Association to authorise the conflict of interests in the circumstances applying.

In this article 32.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

33 Secretary

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

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

34 Change of company name

34.1 The name of the Company may be changed by:

34.1.1 decision of the Directors; or

34.1.2 a Special Resolution of the Members,

or otherwise in accordance with the Act.

35 Minutes

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

35.1.1 minutes of proceedings at general meetings;

35.1.2 minutes of meetings of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting;

35.1.3 copies of resolutions of the Association and of the Directors, including those passed otherwise than at general meetings or at meetings of the Directors; and

35.1.4 particulars of appointments of officers made by the Directors.

36 Seal

36.1 The seal, if any, may only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors.

36.2 The Directors may determine by what means and in what form the seal is to be used.

36.3 Unless otherwise decided by the Directors, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

36.4 For the purposes of this Article, an authorised person is:

36.4.1 any Director;

36.4.2 the secretary (if any); or

- 36.4.3 any person authorised by the Directors for the purpose of signing documents to which the seal is applied.

37 Records and accounts

- 37.1 The Directors shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 37.1.1 annual reports;

- 37.1.2 annual returns; and

- 37.1.3 annual statements of account.

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

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

38 Communications

- 38.1 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 Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Association.

- 38.2 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.

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

39 Irregularities

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

40 Indemnity

- 40.1 Subject to article 40.2, but without prejudice to any indemnity to which they may otherwise be entitled:

- 40.1.1 every Director or former director of the Association shall be indemnified out of the assets of the Association in relation to any liability they incur in that capacity; and

- 40.1.2 every other officer or former officer of the Association may be indemnified out of the assets of the Association in relation to any liability they incur in that capacity.
- 40.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.