

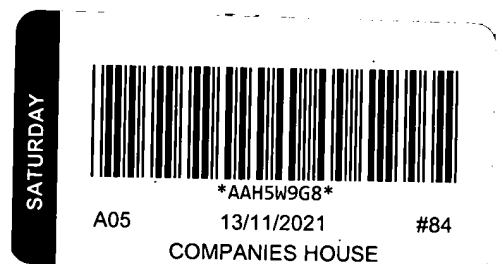
THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

OF

SPORTS MASSAGE ASSOCIATION LTD



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**ARTICLES OF ASSOCIATION
OF
SPORTS MESSAGE ASSOCIATION LTD
(the "Association")**

1. DEFINITIONS AND INTERPRETATION

In these Articles:

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|------|---|---|
| 1.1 | "the Act" | the Companies Act 2006 (as amended from time to time); |
| 1.2 | "the Articles" | means the articles of association, for the time being in force, of the Association; |
| 1.3 | "Board" | means the Board of Directors of the Association; |
| 1.4 | "Complaint Investigation Panel" | means the Complaint Investigation Panel of the Association established by Article 13; |
| 1.5 | "Director(s)" | means any person or persons appointed to the Board as a director or directors of the Association; |
| 1.6 | "Fitness to Practice Panel" | means the Fitness to Practise Panel of the Association established by Article 13; |
| 1.7 | "Member(s)" | means any member(s) of the Association, of whatever category, from time to time; |
| 1.8 | "Membership" | means any category of membership of the Association from time to time; and |
| 1.9 | "the United Kingdom" | means Great Britain and Northern Ireland. |
| 1.10 | Expressions which refer to "writing" shall, unless the contrary intention appears, be construed as including without limitation references to printing, photography and other modes of representing or reproducing words or other works in a visible form and shall include (for the avoidance of doubt but without limitation) facsimile transmissions and e-mail. | |
| 1.11 | Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force as at the date on which these Articles become binding on the Association. | |

- 1.12 The headings in these Articles shall not form part of them or in any manner affect the interpretation or construction of the same. Any reference in these Articles to the masculine shall where appropriate include the feminine and *vice versa*.

2. OBJECTS AND LIMITATION OF LIABILITY

- 2.1 The Association is established:

- (a) to protect and enhance the rights and privileges of those practicing sports massage;
- (b) to promote honourable practice;
- (c) to repress malpractice;
- (d) to settle disputed points of practice;
- (e) to decide questions of professional usage of courtesy; and
- (f) to establish a register of members practising sports massage.

- 2.2 In furtherance of such objects, but not further or otherwise, the Association shall have power:

- (a) to consider general questions affecting the interests of the profession at large, or the alteration or administration of sports massage; to initiate and promote legislation with a view to attaining any object of the Association;
- (b) to promote the physiological and psychological beneficial effects of sports massage generally;
- (c) to provide a library, databank and other information services relevant to all aspects of the educational and other objects of the Association;
- (d) to promote and convene courses, conferences, seminars and lectures in relation to the objects of the Association and to produce, publish, distribute and disseminate teaching materials, videos, information sheets, books, journals and magazines relevant to the educational and other objects of the Association;
- (e) to promote the establishment and development of sports massage training centres in furtherance of the objects of the Association;
- (f) to cause to be written, and printed or otherwise, reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or videos or recorded tapes;
- (g) to hold exhibitions, meetings, conferences, lectures, classes, seminars and courses either alone or with others;
- (h) to promote, encourage and undertake research into any aspect of the objects of the Association and its work and to disseminate the result of any such research;
- (i) to encourage the study of sports massage and with that object to establish

and maintain or assist in establishing and maintaining, lectures and classes, either independently or, or in connection with, any college, university, polytechnic or other teaching institution, and to provide prizes or other rewards or distinctions;

- (j) to arrange or join in arranging or sponsor the participation of members of the Association in conferences, exhibitions, lectures, courses of study and other meetings which will promote the objects of the Association;
- (k) to co-operate and enter into arrangements with any authorities, international, national, local or otherwise;
- (l) to accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Association and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- (m) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise;
- (n) to draw, make, accept, indorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- (o) to borrow or raise money for the objects of the Association on such terms and (with such consents as are required by law) on such security as may be thought fit provided that the Association shall not itself undertake any permanent trading activities in raising funds for the objects of the Association. For the avoidance of doubt nothing contained in this Article 2.2(o) shall prevent the Association from establishing a company or companies to carry out trading activities in furtherance of the objects of the Association;
- (p) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Association;
- (q) to invest the money of the Association not immediately required for its objects in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as provided below;
- (r) to undertake and execute special charitable trusts for any particular purposes of the Association and to act as trustee of any special trust whether constituted by the Association or otherwise;
- (s) to make any charitable donation either in cash or assets for the furtherance of the objects of the Association;
- (t) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Association;

- (u) to employ and pay any, managers, researchers, lecturers, tutors, officers or any other person or persons to supervise, organise, carry on the work of and advise the Association;
- (v) to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit;
- (w) subject to the further provisions of these Articles, to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Association or their dependants;
- (x) to amalgamate with any companies, institutions, societies or associations which are charitable at law and/or have objects altogether or mainly similar to those of the Association and prohibit the payment of any dividend or profit to, and the distribution of any or their assets amongst, their members at least to the same extent as such payments or distributions are prohibited by these Articles in the case of Members;
- (y) to pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;
- (z) to establish where necessary local branches (whether autonomous or not);
- (aa) to do all such other lawful things as shall further the above objects or any of them;

PROVIDED ALWAYS that in case the Association shall take or hold any property which may be subject to any trusts, the Association shall deal with or invest the same only in such manner as allowed by law, having regard to such trusts.

- 2.3 The liability of the Members is limited. Every Member undertakes to contribute to the assets of the Association, in the event of the Association being wound up while he or she is a Member, or within one (1) year after he or she ceases to be a Member, for payment of the debts and liabilities of the Association contracted before he or she ceases (or, as the case may be, ceased) to be a Member, and of the costs, charges and expenses of the winding up, and for the adjustment of the rights of the contributions among the Members, such amount as may be required but not in any event exceeding the sum of one pound (£1.00).
- 2.4 If, on the winding-up or dissolution of the Association, there remains (after the satisfaction of all its debts and other liabilities) any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other 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 to an extent at least as great as is imposed on the Association under or by virtue of Article 29 below; such institution or institutions to be determined by the Members at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

3. QUALIFICATION FOR FULL MEMBERSHIP

Membership of the Association as a Full Member shall be open to persons who satisfy the following criteria:

- (i) who are aged 18 years or more; and
- (ii) who satisfy the Board that they have undertaken a programme of Continuing Professional Development as laid down, from time to time, by the Board; and
- (iii) to whom any one of the following applies:

3.1 Passed an SMA Approved Course

They have passed an Association approved course.

3.2 Passed an SMA Approved Examination

They have passed an examination set by the Association.

3.3 Experiential Knowledge

The Board may, at its absolute discretion, also consider for admission as a Full Member any person over the age of 18 years who holds a qualification from a recognised professional body designated as such by the Board and who satisfies the Board that he or she has attained a level of expertise in the field of sports massage equivalent to at least the standard required to pass an Association approved course or an examination set by the Association.

4. HONORARY MEMBERS

The Board may invite as "Honorary Members" any persons considered fit to be such. Full Members may send to the Board names suggested for invitation. Honorary Members shall have no right to vote at General Meetings of the Association or otherwise, notwithstanding any other references to rights of Members contained in these Articles, and shall not be required to pay a subscription or any other Membership fee.

5. OTHER MEMBERSHIP CATEGORIES

5.1 STUDENT MEMBERS

"Student Membership" will be available to persons who have a confirmed place of entry on to one of the Association's approved courses. Student Members will have no right to vote at General Meetings of the Association or otherwise, notwithstanding any other references to rights of Members contained in these Articles.

5.2 NON-PRACTICING MEMBERS

"Non-Practicing Membership" will be available to persons who have been a Full Member of the Association but who are now no longer practicing. Non-Practicing Members will have the right to vote at General Meetings of the Association and will also have the right to automatically transfer to Full Membership if they resume practicing.

5.3 OVERSEAS MEMBERS

"Overseas Membership" will be open to any person satisfying the criteria for Full Membership, but who resides outside of the United Kingdom. Overseas Members will have the right to vote at General Meetings of the Association and will also have the right to automatically transfer to Full Membership if they take up residence in the United Kingdom.

5.4 OTHER MEMBERSHIP CATEGORIES

Pursuant to Article 32.1, the Board may from time to time create other categories of

Membership which will be subject to these Articles and such criteria, privileges and other terms and conditions, including (without limitation) as to admission, voting and other rights, the payment of any administration fee and/or an annual subscription, and resignation and/or termination, as the Board determine at the relevant time (and from time to time).

6. APPLICATION FOR MEMBERSHIP

Every candidate for admission as a Full Member, a Student Member, a Non-Practicing Member, an Overseas Member or any other category of Member, shall apply by sending to the Association the appropriate form together with the relevant fee (if any) prescribed by the Board from time to time and, in the case of a candidate for Full Membership, such documents as are reasonably required by the Board as proof of attainment of the required degree of specialisation in sports massage.

7. ADMISSION OF MEMBERS

Applications for admission to Membership shall be subject to the criteria laid down, from time to time, by the Board.

8. ADMINISTRATION FEE

Every Member shall, upon his or her admission to the Association, pay such an administration fee (if any) as shall be prescribed by the Board from time to time.

9. ANNUAL SUBSCRIPTION

All Members other than Honorary Members shall pay an annual subscription in such sum, and by such date, as may be determined from time to time by the Board. Due notice of the current annual subscription shall be given by written notice sent to such of the Members as are required to pay the same. All administration fees and annual subscriptions paid by cheque should be made payable to "the Sports Massage Association" and crossed "a/c Payee".

10. MEMBERS IN ARREARS

If any Member shall fail to pay his or her annual subscription on or before the 21st day after it has become due, then the Board may terminate his or her Membership. If at any time such Member shall give to the Board a satisfactory explanation for the delay in payment, he or she may, at the sole and absolute discretion of the Board and on the payment of any and all arrears due, be readmitted to the relevant category of Membership without the payment of any administration fee.

11. RESIGNATION OF MEMBERS

Any Member may resign his or her Membership by giving to the Board notice in writing to that effect at least thirty (30) days before the due renewal date of his or her Membership. Every such notice shall, unless otherwise expressed to the contrary, be deemed to take effect from the due renewal date following its receipt by the Board. Failure to notify the Board of an intention to resign in writing by the thirty (30) day deadline stipulated above shall render the Member liable to pay the subscription for the following year.

12. MEMBERS ADJUDGED BANKRUPT ETC.

If any Member shall be convicted on indictment of any criminal offence, or adjudged a bankrupt, or make a composition or arrangement with his or her creditors under the provisions of any statute, he or she shall immediately cease to be a Member; but the Board shall have the power, in its sole and absolute discretion, to reinstate any such Member without the payment of any administration fee.

13 COMPLAINT INVESTIGATION PANEL AND FITNESS TO PRACTICE PANEL

- 13.1 On receiving any formal complaint about a Member, the Board shall appoint a Complaint Investigation Panel comprising of not less than three (3) Full Members or Non-Practicing Members. At least one member of the Complaint Investigation Panel shall be a member of the Board. The members of the Complaint Investigation Panel shall appoint from amongst their number a chairperson and shall hold office until the complaint in question has been fully investigated.
- 13.2 As required from time to time, the Board shall appoint a Fitness to Practice Panel comprising of (a) not less than three (3) Full Members or Non-Practicing Members and (b) an independent professional person. The members of the Fitness to Practice Panel shall appoint from amongst their number a chairperson and shall hold office until the Board determines.

14. COMPLAINT INVESTIGATION AND DISCIPLINARY PROCEDURES

- 14.1 The Board shall establish Complaint Investigation Procedures and Disciplinary Procedures which shall be made available to all Members on request and which may be changed from time to time by the Board. At the sole and absolute discretion of the Board, all Members will be notified in writing if the Board considers that there are any significant amendments to the Complaint Investigation Procedures and/or the Disciplinary Procedures of which all Members should be notified.

14.2 Penalties

- 14.2.1 Penalties for violations of the Association's Code of Ethics and Conduct shall, in all cases, be reasonable in all circumstances.
- 14.2.2 Penalties for violations of the Association's Code of Ethics and Conduct may include (without limitation) one or more of the following measures:
- (a) an interim suspension – this may be effected when criminal proceedings are underway and may be reviewed after the conclusion of any such proceedings;
 - (b) suspension of a Member for a period of time;
 - (c) a written warning;
 - (d) a period of supervision;
 - (e) expulsion from Membership;
 - (f) denial or suspension of eligibility for Membership;
 - (g) cancellation of Membership;
 - (h) non-renewal of Membership;
 - (i) censure;
 - (j) reprimand;
 - (k) a monetary fine;
 - (l) prescription of certain terms and conditions under which the Member may

continue to practice as a Member;

(m) re-training and/or assessment of clinical competence; or

(n) a combination of the above.

14.3 Confidentiality

During an investigation under the Association's Complaint Investigation Procedures and/or Disciplinary Procedures, members of the Fitness to Practice Panel, including (without limitation) the chairperson of the Fitness to Practice Panel, are bound by confidentiality so that complainants may come forward without fear of reprisal and that reputations may be protected throughout. The exceptions to complete confidentiality are any disclosures which would oblige the Association to take the necessary steps to ensure the health, safety and security of any Member and/or any member of the public. In particular, but without limitation, the Association shall be permitted to report the possible violation of any law to the appropriate authorities.

14.4 Public Disclosure of Disciplinary Action

There will be no public disclosure of any investigation that is conducted in respect of, or any disciplinary action that is taken against, any Member. However, the Board may (at its discretion) disclose appropriate details of any such investigation or disciplinary action to another professional association or body, and/or to an organisation or body that is responsible for law enforcement, if the Board (acting reasonably and in good faith) determines such disclosure is in the best interests of the Member concerned, the Association and/or the general public.

15. BOARD OF DIRECTORS

15.1 The management of the Association shall be entrusted to the Board. The Board shall be comprised of Members who, to the extent required hereafter, shall be elected at Annual General Meetings of the Association, provided always that:

(a) the number of Directors on the Board from time to time shall not exceed the maximum number that is fixed by the Board (from time to time); and

(b) a Student Member shall not be eligible for election to the Board.

15.2 Subject to the provisions of Article 15.3, at each Annual General Meeting of the Association one third of the Directors (or, if their number is not a multiple of three (3), the number nearest to but not greater than one-third) who have served on the Board for the longest continuous period of time shall resign from the Board, provided that any Director so resigning may immediately stand for re-election at the Annual General Meeting to which his or her resignation is tendered. If at any time there is more than one third of the Directors to which this Article would apply, by virtue of two (2) or more Directors having identical periods of service, then the selection of the Director to resign shall be decided by the drawing of lots. For the avoidance of doubt, resignation by a Director under this Article shall constitute a breach in continuity for the purpose of computing the relevant period of service as a Director.

15.3 The Board shall (as required) elect from its number a chairperson, and a vice-chairperson, at the first meeting of the Board following an Annual General Meeting, who shall then remain in office for a period of three (3) years, notwithstanding the provisions of Article 15.2, but who shall then be subject to the provisions of Article 15.2 on the expiry of such three (3) year period.

15.4 A person will cease to be a Director if:

- (a) he or she ceases to be a Director, or ceases to be eligible to be a Director, by virtue of any provision of the Act, or if he or she is otherwise prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (c) a registered medical practitioner who is treating that person gives a written opinion to the Association stating that he or she has become physically or mentally incapable of acting as a Director;
- (d) written notification is received by the Association from the Director that he or she is resigning from office (and such resignation has taken effect in accordance with its terms); or
- (e) the Board votes to remove that person from his or her role as a Director.

If any such person is providing any executive services to the Association, he or she shall automatically cease providing those services when he or she ceases to be a Director pursuant to this Article 15.4.

16. BOARD OF DIRECTORS - PROCEDURE AND POWERS

The Board may regulate its own proceedings; fix the quorum necessary for the transaction of business at its meetings (provided that the quorum shall be not less than three (3) Directors); delegate any of its powers to committees or special committees consisting of members of the Board or of other Members; make, alter and/or revoke byelaws and generally exercise all such powers of the Association as are not, by these Articles or by statute, required to be exercised by the Association in General Meeting, subject nevertheless to the provisions of these Articles, to the provisions of any and all applicable statutes and to such regulations, being not inconsistent with the above statutes or provisions, as may be prescribed by the Association in General Meeting. No regulation made by the Association in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The Board shall make a report to every Annual General Meeting.

17. VACANCIES ON BOARD OF DIRECTORS

The Board shall have the power to appoint any Member (other than a Student Member) to fill any casual vacancy on the Board until the next Annual General Meeting. Any Member so appointed shall retire at the next Annual General Meeting but shall be eligible for re-election as a member of the Board at such Annual General Meeting.

18. MEETINGS OF BOARD OF DIRECTORS

- 18.1 The Board shall meet at least four (4) times in every year to arrange the affairs of the Association. Minutes shall be taken of all the proceedings of the Board and shall be open to the inspection of any Member of the Association on application to the Board.
- 18.2 Without limiting the scope or generality of Article 16, any Director may validly participate in a meeting of the Board through a video or telephone conference facility, or similar form of communication equipment, provided that all Directors participating in the meeting are able to hear and speak to each other. A Director so participating will be deemed to be present in person at the meeting and will accordingly be counted in the quorum for the meeting and will be entitled to vote. Subject to the Act, all business transacted in such manner by the Board (or any committee or sub-

committee of the Board) will, for the purpose of these Articles, be deemed to be validly and effectively transacted at a meeting of the Board (or the relevant committee or sub-committee of the Board) notwithstanding that the required quorum of Directors was not physically present in the same place. If the Directors cannot (or do not) decide on where such a meeting of the Board is deemed to have taken place, it will be where the largest number of Directors was physically present (or, failing that, where the chairperson of the meeting was located).

19. ELECTION OF BOARD MEMBERS

Any three (3) Members may propose a candidate or candidates for election to the Board, by notice in writing to the Board, at least twenty-one (21) days before any Annual General Meeting. The Board itself may also propose a candidate or candidates for election. Balloting lists shall be issued containing, in alphabetical order, all the names so obtained, distinguishing the candidates proposed by the Board, and showing the names of the proposers of any other candidates. Every Member whose Membership carries the right to vote shall be entitled, but not obliged, to vote for as many candidates as there are vacancies to be filled and no more. The candidates so nominated for the vacancies who receive the most votes from eligible Members shall be declared elected, and in the case of two (2) or more candidates receiving an equal number of votes, the chairperson of the Board shall have a second or casting vote.

19A. CONFLICTS OF INTEREST

Due to the inherent conflict(s) of interest that would or could otherwise arise (i) owners/shareholders of sports massage schools and other such provider organisations and (ii) at the discretion of the Board, persons who are otherwise involved (in whatever capacity) in the management, operation or administration of sports massage schools and other such provider organisations, will not (in either case) be eligible for election to the Board.

20. ANNUAL GENERAL MEETINGS

Annual General Meetings of the Association shall be held once in each calendar year, on a date and at a time to be fixed by the Board, for the following purposes:

- 20.1 to receive from the Board a report, balance sheet and statement of accounts for the preceding financial year and an estimate of the receipts and expenditure for the current financial year;
- 20.2 to fill the vacancies in the Board and to appoint the Association's accountants for the ensuing year; and
- 20.3 to decide on any resolution which may be submitted to the Annual General Meeting in the manner provided below.

21. NOTICES OF BUSINESS

Any Member desirous of moving any resolution at any Annual General Meeting of the Association shall give notice in writing to the Board not less than forty-two (42) days before the date appointed for the holding of that Annual General Meeting.

22. SPECIAL GENERAL MEETINGS

The Board may, at any time and for any purpose, call a Special General Meeting, and shall do so immediately upon the requisition in writing of any twenty-five (25) Members, or one-fifth of the total number of Members, entitled to vote at any such Special General Meeting

(whichever number is the lesser) stating the purposes for which the Special General Meeting is required.

23. CONVENING GENERAL MEETINGS

At least twenty-one (21) days before any Annual General Meeting of the Association, a written notice of such meeting, and of the business to be transacted at such meeting, shall be sent by the Board to every Member, and no business other than that of which notice has been so given shall be brought forward at such meeting.

24. PROCEEDINGS AT GENERAL MEETINGS

At all General Meetings of the Association, the chairperson of the Board, or in his absence another member of the Board selected by the Board, shall take the chair. Every Member present at the General Meeting, and whose Membership carries the right to vote, shall be entitled to one (1) vote upon every motion and, in the case of an equality of votes, the chairperson of the Board shall have a second or casting vote. The Board shall be empowered, if it thinks fit, to make regulations for enabling Members who are entitled to vote, but who are unable to be present at General Meetings, to vote by proxy or in writing. All votes and other returns should be sent to the Board a minimum of seventy-two (72) hours prior to the General Meeting.

24.1 No Member shall be entitled to vote at any General Meeting unless all moneys presently payable by him or her to the Association have been paid in full.

24.2 Each Member who has the right to vote shall be entitled to appoint a proxy.

24.2.1 The instrument appointing a proxy shall be in writing under the hand of the appointer or of its attorney duly authorised in writing, or if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member.

24.2.2 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a copy of that power or authority certified as a true copy by a solicitor shall be deposited at the Association's registered office, or at such other place within the United Kingdom as is specified for that purpose in the notice convening the General Meeting, in a sealed envelope marked 'Proxy Vote Confidential', not less than seventy two (72) hours before the time for holding the General Meeting, or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a ballot, not less than forty eight (48) hours before the time appointed for the taking of the ballot, and in default of these provisions the instrument of proxy shall not be treated as valid. Sealed envelopes containing the number and nature of proxy votes shall only be opened and revealed in the presence of the chairperson at the commencement of the Annual General Meeting or Special General Meeting after reading the notice to convene the meeting.

24.2.3 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

"Sports Massage Association

*I/We..... of.....
in the county of....., being a member
of the above named Association, hereby appoint.....
of.....*

*or failing him of.....as my (our)
proxy to vote for me (us) on my (our) behalf at the (Annual) (Special)
General Meeting of the Association to be held on the..... day of.....
and at any adjournment thereof.*

Signed..... this..... day of....."

- 24.2.4 Where it is desired to afford Members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form, or a form allowing for voting on each resolution separately, and as near thereto as circumstances admit:

"Sports Massage Association

*I/We..... of.....
in the county of....., being a member
of the above named Association, hereby appoint.....
of.....
or failing him of.....as my (our)
proxy to vote for me (us) on my (our) behalf at the (Annual) (Special)
General Meeting of the Association to be held on the..... day of.....
and at any adjournment thereof.*

Signed..... this..... day of....."

*This form is to be used [in favour of/against the resolution] [in favour of or
against the resolutions as indicated below]. Unless otherwise instructed the
proxy will vote as he thinks fit."*

- 24.2.5 The instrument appointing a proxy shall be deemed to confer authority to demand, or join in demanding, a ballot.
- 24.2.6 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or the revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Association at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 24.3 If determined by the Board, a Member may validly participate in a General Meeting through a video or telephone conference facility, or similar form of communication equipment, provided that all Members participating in the General Meeting are able to hear and speak to each other. A Member so participating will be deemed to be present in person at the General Meeting and will accordingly be counted in the quorum for the General Meeting and will be entitled to vote (provided that his or her category of Membership carries such entitlement). Subject to the Act, all business transacted in such manner will, for the purpose of these Articles, be deemed to be validly and effectively transacted at a General Meeting notwithstanding that the required quorum of Members was not physically present in the same place. If the Members cannot (or do not) decide on where such a General Meeting is deemed to have taken place, it will be where the largest number of Members was physically present (or, failing that, where the chairperson of the General Meeting was located).

25. QUORUM

The quorum at all General Meetings of the Association shall be as follows:

- 25.1 for motions proposing any repeal, addition to, or amendment of these Articles, 75% of those voting, as long as there are at least twelve (12) Members present at the General Meeting (in person or by proxy);
- 25.2 for repeal of any regulations made by the Board, 75% of those voting, as long as there are at least twelve (12) Members present at the General Meeting (in person or by proxy); and
- 25.3 for all other business, more than 50% of those voting as long as there are at least twelve (12) Members present at the General Meeting (in person or by proxy).

26. AMENDMENTS

No amendment (other than a motion for adjournment) shall be moved to any resolution proposed at any Annual or Special General Meeting unless written notice of the amendment shall have been sent to the Association, at its registered office, not less than seven (7) days prior to the meeting.

27. FINANCIAL YEAR

The financial year of the Association shall end on the 31st day of March in each year, to which day the accounts of the Association shall be balanced.

28. AUDIT OF ACCOUNTS

The accounts of the Association shall, as soon as practicable after the end of the financial year, be audited by a firm of chartered accountants, who shall be appointed at each Annual General Meeting. A vacancy occurring in the office of the Association's accountants during any financial year shall be filled by the Board.

29. APPLICATION OF INCOME AND PROPERTY

The entire income and property of the Association shall be applied solely towards the promotion of the objects of the Association as set out in Article 2 above; and no portion of such income or property shall be paid or transferred, directly or indirectly, by way of dividend or bonus, or otherwise by way of profit, to the persons who at any time are or have been Members or to any of them, or to any person claiming through any of them, provided that nothing contained in these Articles shall prevent the payment in good faith by the Association:

- 29.1 of reasonable and proper fees or other remuneration to any officers or employees of the Association, to any contractors engaged by the Association or to any Member or other person, in return for any services actually rendered or products actually supplied to the Association;
- 29.2 of interest at a yearly rate not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank selected by the Board or 3% (whichever is the lower) on money borrowed from a Member;
- 29.3 of a reasonable and proper rent for any premises demised or let by any Member or any Director for the benefit of (or otherwise on behalf of) the Association; and
- 29.4 of out-of-pocket expenses to any member of the Board,

nor prevent the free distribution among, or sale at a discount to, Members of any products, books, forms, or other publications (whether published or issued by the Association or otherwise) relating to any of the objects of the Association referred to in these Articles.

30. NOTICES

A notice may be served by the Association upon any Member either personally or by sending it through the post in a pre-paid letter addressed to him at the place of business, residence or postal address notified by him or her to the Association, or by sending it by e-mail to the e-mail address notified by him or her to the Association, in accordance with Article 31. Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the notice would be delivered in the ordinary course of post. Any notice, if served by e-mail, will be deemed to have been served at the time of successful transmission of the relevant e-mail. A certificate signed by a member of the Board, or the person employed to post such notice or send such notice by e-mail, shall be conclusive evidence of the notice having been duly posted or sent by e-mail (as applicable).

31. MEMBERS' ADDRESSES

Every member shall from time to time notify the Association of a place of business or residence as his or her postal address, and/or of his or her e-mail address, any of which may be used by the Association for the purpose of serving notice(s) on that Member in accordance with Article 30 above. It will be the responsibility of each Member to notify the Association of any changes to his or her place of business or residence, postal address or e-mail address (as applicable).

32 RULES OR BYELAWS

32.1 The Board may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Association and for the purposes of prescribing classes of and conditions of Membership, and in particular, but without prejudice to the generality of the above, it may by such rules or byelaws regulate:

32.1.1 the admission and classification of Members, and the rights and privileges of such Members, and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the administration fees, subscriptions and other fees or payments to be made by Members;

32.1.2 the conduct of Members in relation to one another, and in relation to the Association's employees (if any), from time to time;

32.1.3 the setting aside of the whole or any part or parts of the Association's premises (if any) at any particular time or times or for any particular purpose or purposes;

32.1.4 the procedure at General Meetings and meetings of the Board, and subcommittees thereof, in so far as such procedure is not regulated by these Articles; and

32.1.5 generally all such matters as are commonly the subject matter of the rules of any companies, institutions, societies or associations which have objects altogether or mainly similar to those of the Association.

32.2 The Association in General Meeting shall have the power to alter or repeal the rules or byelaws and make additions to them, and the Association shall adopt such means as it deems sufficient to bring to the notice of the Members of the Association all such rules or byelaws, which so long as they shall be in force, shall be binding on all Members of the Association provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.

33. INDEMNITY

Every member of the Board of Directors or other officer (including, without limitation, the accountants) of the Association shall be entitled to be indemnified out of the assets of the Association against all such losses and liabilities as are mentioned in the applicable provisions of the Act which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto, and no Board member or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Association in the proper execution of the duties of his or her office or in relation thereto. But this Article 33 shall only have effect insofar as its provisions are not contrary to the Act or any re-enactment or statutory modification thereof.