

Company Number: 242823

THE COMPANIES ACT 1985

(AS AMENDED BY THE COMPANIES ACT 1989)

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

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

THE INCORPORATED ASSOCIATION OF ORGANISTS

(Adopted on 2005)

**COBBETTS
SOLICITORS**

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Company No: 242823

THE COMPANIES ACT 1985

MEMORANDUM OF ASSOCIATION

OF

THE INCORPORATED ASSOCIATION OF ORGANISTS

1. The name of the Company (the “Association”) is The Incorporated Association of Organists.
2. The registered office of the Association will be situated in England and Wales.
3. The objects (the “Objects”) for which the Association is established are to promote any charitable purpose to advance the education of the public in the art of music with special reference to liturgical and organ music.
4. In furtherance of the objects, but not otherwise, the directors of the Association (the “Trustees”) may exercise the following powers:
 - 4.1 to collect and disseminate information on all matters affecting the Objects of the Association and to establish, commission, publish, issue, circulate, show and support any written publications, sound and tape recordings, films or other media communications as shall be necessary to attain its objects or are in any way beneficial to the work of the Association;
 - 4.2 to work with and provide guidance, information, support and training to organisations with objects or intentions similar to the objects of the Association;
 - 4.3 to procure that organists’ associations societies or clubs (each an “Affiliated Association”) with objects which are exclusively charitable and are identical or similar to the Objects of the Association or any of them become affiliated to the Association PROVIDED THAT the constitution of any such association shall provide that its income and property will be applied solely towards the promotion of its objects and shall prohibit the payment or transfer of such income and property by way of profit or otherwise to its members except than by way of:
 - 4.3.1 the payment of salaries and provision of benefits to members of the relevant Affiliated Association who are employees but not directors, trustees or members of the council or committee of management of the relevant Affiliated Association;
 - 4.3.2 the payment of interest at a reasonable and proper rate on money lent by any member or officer of the relevant Affiliated Association;
 - 4.3.3 the payment of fees, remuneration or any other benefit in money or money’s worth to any company of which an officer of the relevant

Affiliated Association may also be a member holding not more than 1/100th part of the issued capital of that company;

- 4.3.4 the payment of reasonable and proper rent for property demised or let by any member or officer of the relevant Affiliated Association;
- 4.3.5 any payment to an officer or employee of the relevant Affiliated Association in reimbursement of any reasonable out of pocket expenses (including but not limited to hotel and travel costs) incurred in connection with the promotion of the objects of the relevant Affiliated Association;
- 4.3.6 any payment or material benefit provided to any director or trustee of the relevant Affiliated Association (or any firm of which a director or trustee is a member, officer or employee) pursuant to a contract with the relevant Affiliated Association to supply goods and/or services **PROVIDED THAT:**
 - 4.3.6.1 the relevant goods or services are actually required by the relevant Affiliated Association in connection with the promotion of its objects;
 - 4.3.6.2 the nature and level of remuneration is no more than is reasonable in relation to the value of goods or services; and
 - 4.3.6.3 no more than one half of the directors have provided goods or services in exchange for a payment or material benefit in the financial year of the relevant Affiliated Association during which the provisions and relevant benefits will commence;
- 4.4 to buy, take on lease or exchange any property necessary for the achievement of the Objects and to maintain and equip such property for use;
- 4.4 to raise funds and to invite and receive contributions provided that in raising funds the Trustees shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
- 4.5 to undertake or commission and to publish the useful results of research;
- 4.6 subject to any consents required by law, to sell, lease or dispose of all or any part of the property of the Association;
- 4.7 subject to any consents required by law, to borrow money and to charge all or any part of the property of the Association with repayment of the money so borrowed;
- 4.8 to invest the moneys of the Association not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to:-
 - 4.8.1 such conditions (if any) and such consents (if any) as for the time being may be required by law being satisfied or obtained as appropriate; and

- 4.8.2 the Trustees first obtaining advice in connection with any proposed investment from a suitable financial expert;
- 4.9 to delegate the management of investments to a financial expert, but only on terms that:
 - 4.9.1 the investment policy of the Association is set down in writing for the financial expert by the Trustees;
 - 4.9.2 every transaction is reported promptly to the Trustees;
 - 4.9.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.9.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.9.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.9.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - 4.9.7 the financial expert must not do anything outside the powers of the Trustees;
- 4.10 to arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required in respect thereof;
- 4.11 to employ such staff (who shall not be directors) as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions for staff and their dependants;
- 4.12 to work and co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar purposes and to exchange information and advice with them;
- 4.13 to establish, support or work with any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.14 to appoint and constitute such advisory committees as the Trustees may think fit;
- 4.15 to enter into any contract of insurance in respect of any matter in which the Association has an insurable interest and in particular in connection with any real or personal property in which the Association has an interest, or in connection with any acts or omissions done by persons employed by the Association or the Trustees including indemnity insurance in respect of any fraudulent, negligent or tortious acts by any such person;

- 4.16 to open and operate bank accounts and other facilities for banking in the name of the Association;
- 4.17 to establish subsidiary companies to assist or act as agents for the Association;
- 4.18 to pay the cost of forming or reconstituting the Association;
- 4.19 to do all such other lawful and charitable things as are necessary for the achievement of the Objects of the Association or any of them

PROVIDED THAT:

- (a) in 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;
 - (b) in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the directors of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such directors have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.
5. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association and, unless prior written consent of the Charity Commissioners has been obtained, no member of its Council of Management or Governing Body shall be appointed to any office of the Association paid by salary or fee, or receive any remuneration or other benefit in money or money's worth from the Association, PROVIDED THAT nothing in this Clause 5 shall prevent any payment in good faith by the Association:
- 5.1 of the usual professional charges for business done by any officer of the Association who is solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf, provided that at no time shall a majority of the officers of the Association benefit under this provision and that any officer shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;

- 5.2 of reasonable and proper remuneration for any services rendered to the Association by any member, officer or servant of the Association who is not a director of the Association;
 - 5.3 of interest on money lent by any member or officer of the Association at a reasonable and proper rate;
 - 5.4 of fees, remuneration or other benefit in money or money's worth to any company of which an officer of the Association may also be a member holding not more than 1/100th part of the issued capital of that company;
 - 5.5 of reasonable and proper rent for property demised or let by any member or officer of the Association;
 - 5.6 to an officer or employee of the Association in reimbursement of any reasonable out of pocket expenses (including but not limited to hotel and travel costs) incurred in connection with the promotion of the objects of the Association;
 - 5.7 any officer of the Association (or any firm of which a Trustee is a member, officer or employee) may enter into a contract with the Association to supply goods and/or services in return for a payment or material benefit PROVIDED THAT:
 - 5.7.1 the relevant goods or services are actually required by the Association in connection with the promotion of its objects;
 - 5.7.2 the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services; and
 - 5.7.3 no more than one half of the directors have provided goods or services in exchange for a payment or material benefit in the financial year of the Association during which the provisions and relevant benefits will commence.
6. No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Department of Trade and Industry.
 7. The fifth and sixth paragraphs of this Memorandum contain conditions to which a licence granted by the Board of Trade to the Association in pursuance of Section 19(1) of the Companies Act, 1948, is subject.
 8. The liability of the members is limited.
 9. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up whilst he is a member, or within one year after he ceases to be a member, 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 and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.00.

10. 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 body or bodies having objects similar to the Objects of the Association, such body or bodies to be determined by the members of the Association at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

Company No: 242823
THE COMPANIES ACT 1985
ARTICLES OF ASSOCIATION
OF
THE INCORPORATED ASSOCIATION OF ORGANISTS

INTERPRETATION

1 In these Articles:

“Act”	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
“Affiliated Association”	has the meaning given to it in the Memorandum;
“Articles”	means these articles of association;
“the Association”	means The Incorporated Association of Organists;
“clear days”	in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“Council”	means the board of directors of the Association;
“the Members”	means the Members of the Association and “Member” shall be interpreted accordingly;
“Memorandum”	means the memorandum of association of the Association;
“Secretary”	means the secretary of the Association or any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary;
“the Trustees”	shall have the meaning set out in the memorandum of Association.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Association.

MEMBERSHIP

- 2 The subscribers to the Memorandum, those persons currently registered as Members and such other persons as are admitted to membership in accordance with these Articles shall be the Members. Persons who are members in good standing of an Affiliated Association but who have not been admitted to full membership of the Association shall be Associate Members of the Association. They shall enjoy the same rights and benefits as Members except that they shall not be entitled to vote at general meetings or be elected or appointed to any office, or membership of any committee or sub-committee of the Association, except as provided in Article 14.6. They shall be entitled to become Members, without payment of any additional subscription, on completion of an application form and approval by the Council or any sub-committee of the Council empowered to approve membership applications.
- 3 The number of Members with which the Company is registered is 10,000, but the Council may from time to time register an increase in the number of Members.
- 4 Any individual, incorporated body or incorporated association interested in promoting the objects of the Association may become a member of the Association SUBJECT TO their:-
 - 4.1 applying for membership in the manner prescribed by the Council from time to time;
 - 4.2 complying with such criteria for admission to membership of the Association (including but not limited to the payment of any subscription) as the Council may prescribe from time to time;
 - 4.3 application for membership being approved by the Council or any sub-committee of the Council or an authorised sub-committee thereof empowered to approve membership applications; and
 - 4.4 agreeing to be bound by the terms of the Memorandum and Articles by:
 - 4.4.1 signing the register of Members; or
 - 4.4.2 consenting in writing in such form as the Council may approve from time to time to become a Member.
- 5 Any individual or incorporated body or incorporated association interested in promoting the objects of the Association shall, upon its application for membership being approved by the Council or an authorised sub-committee thereof and upon paying the appropriate subscription, be deemed to be a Member.
- 6 A Member shall cease to be a Member and his membership shall lapse in the following circumstances:
 - 6.1 he shall resign in writing to the Council;
 - 6.2 he fails to pay any subscription due in full within six months of the due date for payment;

- 6.3 the Council shall resolve that the Member shall cease to be a Member due to that Member engaging in conduct prejudicial to the Association or if the relevant Member's continued membership is deemed to be harmful to the Association PROVIDED THAT prior to such resolution the Member in question shall have the right to make representations to the Council;
- 6.4 A Member shall be made bankrupt (if an individual) or wound up (if an incorporated body or incorporated association) and the Council resolves that their Membership be terminated.
- 7 Persons registering as Members will be entered as such in the register of Members of the Association and will receive a membership card and/or certificate in recognition of such membership.
- 8 Membership shall not be transferable.
- 9 Every Member shall be entitled to receive notice of general meetings of the Association in the manner prescribed in Article 11.1 and to attend and speak at such meetings.

AFFILIATED ASSOCIATIONS

- 10.1 Any association, society or club of organists which applies to become an Affiliated Association shall be admitted as such subject to:
- 10.1.1 it being an association, society or club whose objects comply with the criteria set out in paragraph 4.3 of the memorandum of the Association;
- 10.1.2 it agreeing to pay the capitation fee referred to in Article 10.2; and
- 10.1.3 its application for Affiliated Association status being approved by the Council.
- 10.2 Each of the Affiliated Associations shall pay to the Association (or permitting the Association to collect from its members) such annual fee as may be recommended by the Council and approved by the Members from time to time (the "Capitation Fee"). The Capitation Fee shall be calculated by reference to the number of Members of the relevant Affiliated Association noted in its register of members on 31 December in each year and shall be payable to the Association on or before 31 March in the following year.
- 10.3 An Affiliated Association shall cease to be such in the event that:
- 10.3.1 (subject to it paying or allowing the Association to collect all Capitation Fees outstanding), it provides to the Council not less than 6 months notice in writing of its desire to cease being an Affiliated Association, such notice to expire on 31 December in any year;
- 10.3.2 it being wound up or resolving at a general meeting of its members to discontinue its activities;
- 10.3.3 it is one year or more in arrears of payment of the Capitation Fee and the Council resolves that it shall cease to be an Affiliated Association.

NOTICE OF GENERAL MEETINGS

- 11.1 At least twenty-one clear days' notice in writing of any general meeting of the Members specifying the business to be transacted and the day, place and hour of the meeting, shall be sent to each Member but a general meeting may be called by shorter notice if it is so agreed:
- 11.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote;
 - 11.1.2 in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority holding not less than 95% of the total voting rights at a general meeting of all the Members.
- 11.2 The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that general meeting.
- 11.3 The Association shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it. At least twenty-one clear days' notice in writing shall be given to every Member of the date, time and venue of the annual general meeting of the Association and of the business to be conducted. The business of the annual general meeting shall comprise:
- 11.3.1 the consideration of the annual report of the Trustees including the accounts;
 - 11.3.2 accepting the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 11.3.3 electing or re-electing persons to be Trustees to fill any vacancies arising among the members of the Council;
 - 11.3.4 the appointment or re-appointment of the Association's auditors and examiners;
 - 11.3.5 such other business as may have been contained in the notice convening the meeting.
- 11.4 The Trustees may at any time, and shall if directed by Members holding not less than one tenth of the total voting rights of all the Members call an extraordinary general meeting of the Association.

PROCEEDINGS AT GENERAL MEETINGS

- 12.1 Each Member who is an incorporated body or incorporated association may appoint a representative to act on its behalf at any general meeting of the Association, and shall provide such notification of the identity of its appointed representative in such manner as the Council may reasonably direct.
- 12.2 At every general meeting (subject to a person holding such office at the time of the relevant general meeting) the Chairman of the Council shall preside as chairperson, but

in the event of his absence twenty minutes after the time set for the commencement of the meeting a Trustee selected by the Council shall be chairperson and in the event that no such Trustee is present or if all the Trustees present decline to act as chairperson the Members present shall choose one of their number to be the chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

- 12.3 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum shall consist of the lower of 50% of the Members or 20 Members.
- 12.4 If within half an hour after the time appointed for a general meeting a quorum is not present the meeting, if convened upon the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to a time and place to be specified by the Trustees, all Members being given such notice as is practicable of the date, time and place of the adjourned meeting. If at such an adjourned meeting a quorum is not present within half an hour after the time set for the Meeting, then the Members present shall constitute a quorum.
- 12.5 The chairperson may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice in writing shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 12.6 Votes on any resolution may only be cast by Members, their proxy or their appointed representatives present at the meeting.
- 12.7 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of a show of hands, demanded by the at least three Members or their representatives who are present. On a show of hands every Member present in person or by his appointed representative shall have one vote. Unless a secret ballot be so demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the record containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact, without proof of the number or proportions of the votes recorded in favour or against such resolutions.
- 12.8 Except as otherwise herein specifically mentioned or as required by law, resolutions shall be passed by a simple majority of the votes cast.
- 12.9 Each Member whose Membership has been duly registered and who has paid up to date all subscriptions and other sums (if any) which are due and payable in respect of his position as Member shall be entitled to one vote on any question at any general meeting.
- 12.10 If a secret ballot is demanded in the manner aforesaid the same shall be taken in such manner as the chairperson of the meeting shall direct and the result of the ballot shall be deemed to be the resolution of the matter on which the ballot was demanded. The

demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a secret ballot may be withdrawn.

- 12.11 On a secret ballot votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointer. The instrument appointing a proxy shall be deposited at the registered office of the Association not less than 48 hours before the time of holding the meeting at which the person named in such instrument proposes to vote.
- 12.12 The Trustees shall ensure that proper minutes are kept of the proceedings at all general meetings of the Association.
- 12.13 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

POWERS OF TRUSTEES

- 13.1 Subject to the provisions of the Act, the memorandum of the Association and these articles and to any directions given by special resolution, the business of the Association shall be managed by the Trustees who may exercise all the powers of the Association. No alteration of the Memorandum of the Association or these articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 13.1 shall not be limited by any special power given to the Trustees by these articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- 13.2 In addition to the general powers referred to in Article 13.1, the Council shall have the following specific powers to manage the business of the Association:-
 - 13.2.1 to appoint any Member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;
 - 13.2.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
 - 13.2.3 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at their meeting;
 - 13.2.4 to make rules consistent with the memorandum of the Association, these articles and the Act to govern proceedings at their meetings and at meetings of committees;

13.2.5 to make regulations consistent with the memorandum of Association, these articles and the Act to govern the administration of the Association and the use of its seal (if any);

13.2.6 to establish procedures to assist the resolution of disputes within the Association; and

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

THE COUNCIL

14.1 Until otherwise determined by a General Meeting, the number of members of the Council (Trustees) shall be not fewer than 8 and not more than 15. A quorum shall consist of the President, the Secretary, and the Treasurer or their respective deputies, plus three other Trustees.

14.2 Notwithstanding the provisions of Article 14.1, the first members of the Council shall be persons who were elective members immediately before the adoption of these Articles of "the Council" of the Association under the Articles replaced by these Articles each of whom shall respectively continue in office until such retirement or removal as hereinafter provided.

14.3 Save as provided in Article 14.4 each Trustee shall hold office for three years at the end of which he may be re-elected for a further three years then shall not be eligible for re-election for a period of one year after the completion of his term in office.

14.4 In the event that the Council appoints a Trustee to take direct responsibility for an aspect of the day to day operations of the Association the provisions of Article 14.3 shall not apply and for so long as the relevant Trustee continues in such appointment, there shall be no limit on the amount of time for which he shall be entitled to act as Trustee.

14.5 Regulations 73-76 of Table A shall not apply to those Articles.

14.6 The Council shall have power, acting by simple majority of those Trustees present at a quorate meeting of the Council to co-opt persons as additional members of the Council provided the maximum number of Trustees permitted by Article 14.1 is not thereby exceeded. Notwithstanding the provisions of Article 2 the persons co-opted shall not be required to be a Member or the representative of a Member and for the avoidance of doubt co-optees shall have full voting rights at meetings of the Board. Any co-optees will retain office only until the next Annual General Meeting but shall be eligible for re-election. For the avoidance of doubt, any co-optees whose term in office ends at an Annual General Meeting pursuant to this Article shall not be a Trustee retiring by rotation for the purposes of Article 14.4. Regulation 79 of Table A shall not apply to these Articles.

14.7 The Council shall have power at any time to fill any vacancy among co-optees.

14.8 The proceedings of the Council shall not be invalidated by any vacancy among their number or by any failure to appoint any Trustee or by any defect in the appointment or qualification of a Trustee.

- 14.9 No person shall be appointed as a Trustee who is less than eighteen years old or who is by law prohibited from serving as a trustee of a charitable trust.
- 14.10 No person shall be entitled to act as a Trustee (whether on a first or subsequent appointment to the board) unless and until he has signed in the minute book of the Association a declaration of acceptance and of willingness to act as a Trustee for the purposes of charity law.
- 14.11 The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

THE ADVISORY COMMITTEE

15.

- 15.1 The Advisory Committee shall be a Sub-Committee of the Council and shall discharge such duties and responsibilities as may be prescribed by the Council from time to time, with particular responsibility for representing the views and opinions of members of the Affiliated Associations.
- 15.2 The Advisory Committee shall consist of all the members of the Council (the Trustees) and such other members as may be elected from time to time from among the members of Affiliated Associations. Members of the Advisory Committee must be full Members of the Association.
- 15.3 Unless otherwise determined by a General Meeting, the number of members of the Advisory Committee shall not be less than 20 nor more than 30 of whom at least two shall be members of Affiliated Associations in Scotland and at least one a member of an Affiliated Association in Northern Ireland.
- 15.4 Notwithstanding the provisions of Article 15.3, the first members of the Advisory Committee shall be those people who were elective members immediately before the adoption of these Articles of "the Council" of the Association under the Articles replaced by these Articles, each of whom shall respectively continue in office until retirement or removal as hereinafter provided.
- 15.5 Each member of the Advisory Committee who is not a Trustee shall be elected to serve for an initial term of three years at the end of which he may be re-elected for a further period of three years and shall not be eligible for re-election for a period of one year after his term in office.

SECRETARY

16. The secretary of the Association shall be appointed by the Council for such time at such remuneration and upon such conditions as they may think fit, and any person so appointed may be removed by them. The provisions of section 283 and 284 of the Act shall apply and be observed. The Council may from time to time by resolution appoint

an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary or no secretary capable of acting.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

17. The office of a Trustee shall be vacated if he or she:
 - 17.1 is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification thereof);
 - 17.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - 17.3 is absent without the permission of the Trustees from three consecutive Trustees' meetings provided that such meetings are held not less than 30 days apart;
 - 17.4 was appointed as the representative of a Member organisation which ceases to be a Member of the Association;
 - 17.5 ceases to be a Member (but such person may be re-instated by resolution passed by all the other Trustees if he resumes membership of the Association before the next AGM);
 - 17.6 is removed from office by a majority vote at a general meeting, the notice for which meeting specified that the question of such removal was to be decided;
 - 17.7 resigns by written notice to the Trustees.

TRUSTEES' INTERESTS

18.
 - 18.1 Subject to Article 18.2 no Trustee shall acquire any interest in property belonging to the Association (otherwise than as a charitable Trustee) or be employed by or receive remuneration from the Association, or be interested (otherwise than as a Trustee) in any contract entered into by the Association.
 - 18.2 Nothing in article 18.1 shall prevent any payment in good faith by the Association:
 - 18.2.1 of interest at reasonable and proper rate on monies lent by any Trustee to the Association;
 - 18.2.2 of reasonable and proper rent for premises demised or let to the Association by any Trustee;
 - 18.2.3 of fees, remuneration or money's worth to any company of which a Trustee may also be a member holding not more than one hundredth of such company's issued share capital;
 - 18.2.4 of the usual professional and other charges for services rendered by any Trustee who is a solicitor, accountant or other person engaged in a profession (or by his or her firm) when instructed by the Board to act in a professional capacity on

behalf of the Association provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her own instruction or remuneration, or that of his or her firm, is under discussion;

18.2.5 to any Association of which any Trustee is a member, officer or employee of reasonable sums in connection with the provision of goods or services

PROVIDED THAT:

18.2.6 the relevant goods or services are actually required by the Association in connection with the promotion of its objects;

18.2.7 the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services; and

18.2.8 no more than one half of the Trustees have provided goods or services in exchange for a payment or material benefit in the financial year of the Association during which the provisions and relevant benefits will commence.

18.3 The Trustees may be paid all travelling, subsistence and other expenses reasonably incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF THE COUNCIL

19.

19.1 The Council shall meet together at least twice in each calendar year, and may adjourn and otherwise regulate their meetings as they shall think fit. The Secretary shall, at the request of the President, the Executive Vice President the Treasurer or of three or more Trustees, summon a meeting of the Trustees at any reasonable time by giving at least four clear days' notice to the Trustees, except that if a matter to be decided includes the co-opting of an additional Trustee then at least twenty-one clear days' notice must be given.

19.2 The President or if he is not present the Executive Vice-President shall preside at all meetings of the Trustees. If the President is absent from any meeting 15 minutes after the time appointed for holding the meeting, then the Treasurer shall preside and in the event of his or her absence or if no such President or Treasurer has been appointed, the Trustees present shall choose one of their number to chair the meeting before any other business is transacted.

19.3 No meeting of the Trustees shall proceed unless a quorum is present. A quorum shall be six Trustees including the President or Executive Vice-President. A person who holds office only as an alternate Trustee shall, if his appointer is not present, be counted in the quorum.

19.4 All acts done by a meeting of the Council or of a sub-committee of the Council appointed in accordance with Article 13.2.2 shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were

disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

- 19.5 A resolution in writing, signed by all the Trustees entitled to receive notice of and attend a meeting of the Trustees, shall be as valid and effective as if it had been passed at a meeting of the Trustees or (as the case may be) a sub-committee of Trustees duly convened and held. Such a resolutions may consist of several documents in the same form, each signed by one or more of the Trustees.
- 19.6 The members of Council may from time to time make and alter rules for the conduct of their business, the summoning and conduct of meetings and the custody of documents PROVIDED THAT no such rule shall validly be made or altered where it would constitute an amendment to these articles of association save where such amendment has been approved by a special resolution of the Members in general meeting.
- 19.7 In the case of an equality of votes, the chairperson of the relevant meeting shall have a casting or second vote.

RECEIPTS AND EXPENDITURE

20.

- 20.1 The funds of the Association, including all donations, contributions and bequests, shall be paid into an account operated by the Trustees in the name of the Association at such bank as the Trustees shall from time to time decide. All instruments of expenditure above a certain limit set from time to time by the Trustees must be signed by at least two Trustees.
- 20.2 The funds belonging to the Association shall be applied only in furthering the objects set out in the Memorandum.

ACCOUNTS

21.

- 21.1 The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification thereof) with regard to:
- 21.2 the keeping of accounting records for the Association;
- 21.3 the preparation of annual statements for the Association;
- 21.4 the auditing or independent examination of the statements of account for the Association; and
- 21.5 the submission of the statements of account of the Association to the Charity Commissioners for England and Wales (“the Charity Commissioners”).

- 21.6 The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification thereof) with regard to the preparation of an annual report and its submission to the Charity Commissioners.

ALTERATIONS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

22. No amendment may be made to the name of the Association, the objects of the Association, Article 18, Article 25 or this Article 22 without the prior consent in writing of the Charity Commissioners.
- 22.1 No amendment may be made to the constitution of the Association which would have the effect of making the Association cease to be a charity at law.
- 22.2 The Trustees shall promptly send to the Charity Commissioners a copy of any amendment made the Association's name, the Memorandum or the Articles.

REGULATIONS

23. The Association in general meeting or the Trustees may from time to time make, adopt and amend such regulations in the form of bye-laws, standing orders, secondary rules or otherwise as they think fit for the management, conduct and regulation of the affairs of the Association and the proceedings and powers of the trustees and sub-committees, provided that such regulations are not inconsistent with the Memorandum and Articles and do not amount to an alteration such as could only legally be made to the Memorandum and Articles. All Members of the Association shall be bound by such regulations whether or not they have received a copy of them.

DISSOLUTION

24. If the Trustees decide that it is necessary or desirable to dissolve the Association they shall call an Extraordinary General Meeting, of which not less than 21 clear days' notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is approved by extraordinary resolution of the Members present and voting, the Trustees shall have power to realise any assets held by or on behalf of the Association. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Association as the Members may determine or, failing that, shall be applied for some other charitable purpose. A copy of the statement of accounts for the final accounting period shall be sent to the Charity Commissioners.

MINUTES

25. The Trustees shall cause minutes to be made in books kept for the purpose of:
- 25.1 all appointments of officers made by the Trustees;
- 25.2 all proceedings at meetings of the Association and the Trustees and of sub-committees of Trustees, including the names of Trustees present at such meeting; and
- 25.3 all professional advice obtained.

NOTICES

26.

- 26.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
- 26.2 The Association may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address.
- 26.3 A Member present, either in person or by proxy, at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 26.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given at the expiration of 48 hours after the envelope containing it was posted.

INDEMNITY

- 27. Subject to the provisions of the Act, every officer or auditor of the Association, other than the Trustees, shall be indemnified out of the assets of the Association against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.