

# THE COMPANIES ACTS 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION (as being submitted for incorporation)

of

## GROUND SOURCE HEAT PUMP ASSOCIATION

### GENERAL

#### 1. DEFINITIONS

<u>Words</u>	<u>Meanings</u>
The Act	The Companies Act 1985 or any statutory re-enactment or modification of it
Articles	These Articles, and the regulations of the Association from time to time in force
The Association	The 'Ground Source Heat Pump Association'
The Council	The Council of Management for the time being of the Association
The Office	The Registered Office of the Association
The Seal	The Common Seal of the Association
The United Kingdom	Great Britain and Northern Ireland
Member	A member of the Association appointed in the manner set out in these Articles. The expression "membership" shall be construed accordingly
Year	Calendar year
Month	Calendar month
In writing	Written, printed or lithographed or partly one and partly another, and other modes of representing or reproducing words in a visible form.
The Secretary	The Secretary of the Association

And words importing the singular number only shall include the plural number, and vice versa. Words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporations. Where the expression "in the opinion of the Council" or any like expression is used this shall be deemed to mean in the opinion of the Council in its absolute discretion. Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or contexts, bear the same meanings in these Articles.

#### AIMS

2. The Association is established for the purposes expressed in the Memorandum of Association.

#### MEMBERSHIP

3. **General:** Any individual, organisation or trading unit of a larger organisation commercially concerned with ground source heat pumps and ground source heat pump systems shall be eligible to be a Member of the Association, subject to their application for membership being approved

under the provisions set out in Paragraphs 7, 8 & 10 and their eligibility for membership not having ceased under the provisions of Paragraph 9.

The provisions of Section 352 of the Act shall be observed by the Association, and every Member of the Association shall either sign a written consent to become a member or sign the Register of Members on becoming a member.

#### 4. **Categories of Membership**

4.1 **Full Members:** Membership of this category requires supporting evidence that the individual or organisation complies with the appropriate UK or international standards, as may be determined by the Council from time to time.

4.2 **Associate Members:** Individuals, organisations or trading units of a larger organisation indirectly concerned with ground source heat pumps or having a particular interest in the technology / industry may be acceptable for Associate Membership. Associate Members will not have voting rights.

5. **Honorary Membership:** The Council can, at its own discretion offer honorary membership to those individuals who in the opinion of the Council have made or are making a contribution to the aims of the Association. The total number of honorary members shall not exceed five (5) per cent of the number of paid up members and may be revoked at any time by order of Council.

6. **Supporters:** The Association also has Supporters who are not Members (and therefore have no voting rights). Supporters are individuals or organisations that wish to support the general aims and objectives of the Association.

#### 7. **Applications for Membership:**

7.1 Every application for membership of the Association shall be made in writing in a form approved by the Council. The Council shall consider applications by reference to the criteria listed in Article 7.2, all of which must in the opinion of the Council be satisfied in order for a membership application to be accepted.

When considering applications, the Council shall also be entitled to consider whether, in its opinion, any companies, trading bodies or persons having close links with the applicant also meet the criteria set out in Article 7.2(v).

Examples of 'close links' include

- shared key personnel (such as managers, owners or sales staff)
- shared business premises
- those who can instruct, give direction or influence the running of either the applicant's business
- those who have also been or are still involved with another business supplying any heat pump related services.
- a significant proportion of common shareholders
- or any person or company who owns more than 10% of the voting shares in the Member

7.2 The applicant for membership must, for the application to be approved by the Council:

- i Provide ground source heat pump related equipment and/or perform ground source heat pump works and/or provide ground source heat pump services so as to meet applicable UK or international standards, eg BS, EN, BSEN, ISO and MCS.

- ii. Have the following insurance cover as applicable to their business activity:
  - Public Liability of at least £2 million
  - Product Liability of at least £2 million
  - Employee Liability of at least £5 million.
  - Professional Indemnity of at least £500,000
- iii. Where appropriate, as from 31 July 2010 have either MCS certification, or EU member state equivalent, or national or devolved government equivalent.
- iv. Provide customers with the right to cancel any sales contract within seven working days (minimum) of signing such a contract (wherever such contract is signed) without incurring any penalties.
- v. Neither publish performance statements without reference to verifiable data nor make statements and/or comparisons that are likely to be significantly false or misleading.
- vi. Not unfairly attack or discredit other products, advertisers or advertisements directly or by implication.
- vii. Not through their actions bring the ground source heat pump industry into disrepute (for example by having a history of verifiable consumer complaints or adverse court judgments disproportionate to their commercial activity).
- viii. In the case of an application as an Installer, provide the Council with the contact details of installations that can be verified by the Association to assess whether they meet the applicable UK or international standards, eg BS, EN, BSEN, ISO, MCS. This may involve inspections of those installations. In the case of a company then the name of an individual responsible for the installation standards of the company shall be provided.
- ix. Acceptance into membership will be at the discretion of the Council.

7.3 Where an applicant is refused membership he shall be advised in writing of the reasons for such refusal with reference to the criteria listed in Article 7.2.

7.3.1 If the applicant considers that the information used by the Council in reaching their decision is inaccurate or that the Association's criteria have not been reasonably applied by the Council then the applicant may appeal in writing to the Council setting out the basis of his or its appeal. The notice of appeal must be received within 28 days of the date the applicant is advised that their membership application has been refused. This appeal will then be given further consideration by the Council and, if in the opinion of the Council it is considered necessary, a third party shall be appointed by the Council to consider the appeal, provided always that the Council shall not be obliged to appoint any such third party if it does not consider it to be necessary.

7.4 If an application for membership is refused no fresh application for membership can be made within one year from the date of the application for membership (or the last application for membership if there has been more than one), whether or not the applicant has appealed.

7.4.1 Applicants who are re-applying for membership as Installers are asked to note that when completing the re-application form they should give details of two installation sites completed since their last application. The Association may then carry out further inspections of installations at its discretion.

8. Membership of the Association is subject to the payment of an annual subscription fee.

In the event that any of the details on the application form or accompanying documentation concerning a Member changes, then that Member shall provide details of such amendments forthwith to the Association.

## 9. Cessation of Membership:

9.1 A Member shall cease to be a Member of the Association:

- i. If the Member, being a company, be wound up (except for the purposes of reconstruction or amalgamation).
- ii. If the Member, being an individual, becomes bankrupt or makes an assignment in favour of their creditors.

- iii. If the Member, being an individual, dies or becomes of unsound mind.
- iv. If the member resigns in accordance with the provisions in these presents hereinafter contained
- v. If the Member be expelled from the Association in accordance with the provisions in these presents hereinafter contained
- vi. If the Council resolve that the membership of a Member shall cease by reason of the Member no longer being eligible for membership under Article 4 hereof.
- vii. If the Council resolve that the membership of the Member shall cease by reason of any subscription of such member or any installment of such subscription payable to the Association being unpaid within three months after the same fell due provided that fourteen days' notice of such intended resolution shall first have being given to the Member concerned.

9.2 No person or company having ceased to be a Member shall have any interest in or claim upon the Association or its funds or any part thereof but shall be due to pay all subscriptions to the date of cessation of membership.

10. Before being admitted to membership of the Association, every prospective Member shall sign an undertaking to abide by these Articles, the Code of Ethical Practice and any other regulations or rules of conduct for the time being regulating the Association and to pay such registration fees and subscriptions as shall be determined by the Council from time to time.

11. Any Member wishing to resign from membership of the Association shall give not less than one month's notice in writing to the Secretary to expire

- i. On the day of the month of said notice.
- ii. In the case of a Member who is no longer eligible for membership under Paragraph 3 hereof either on the last day of the Association's financial year.

A Member who resigns from membership shall pay all arrears of subscriptions due to the Association.

### **DISCIPLINARY ACTION**

12. When considering the taking of any disciplinary action against a Member, the actions of any companies, trading bodies or persons having close links with said Member who may have acted in a manner that would merit disciplinary action if they were themselves a Member may be taken into consideration.

Examples of 'close links' include

- shared key personnel (such as managers, owners or sales staff)
- shared business premises
- those who can instruct, give direction or influence the running of either the applicant's business
- those who have also been or are still involved with another business supplying any heat pump related services.
- a significant proportion of common shareholders
- or any person or company who owns more than 10% of the voting shares in the Member

12.1 A Member can be subject to disciplinary action if, there are reasonable grounds to believe that any of the following (referred to herein as "disciplinary offences") shall have occurred:

- i. The Member has been found to provide ground source heat pump related equipment and/or perform ground source heat pump related works and/or provide ground source heat pump related services so as to significantly breach applicable UK or international legislation or standards (including but not limited to BS, EN, BSEN, MCS and ISO).
- ii. The Member has been found not to have the insurance cover required under Article 7.2 ii.

- iii. The Member has persistently, wilfully or negligently failed to comply with adequate health and safety standards.
- iv. The Member has been found not to have been providing customers with the right to cancel any sales contract within seven working days (minimum) of signing such a contract (wherever such contract is negotiated and/or signed) without inflicting any penalties.
- v. The Member has been found to have published performance statements without reference to verifiable data and/or to have made statements and/or comparisons that are likely to be false or significantly misleading.
- vi. The Member has been found to have unfairly attacked or discredited other products, advertisers or advertisements directly or by implication.
- vii. The Member has been found, through his actions, to have brought the ground source heat pump industry into disrepute (eg. the Member has a history of verifiable consumer complaints or adverse court judgments disproportionate to his commercial activity).
- viii. The information put on the Membership application (or re-application) form by a Member is found to be inaccurate to a significant degree.
- ix. Any other significant breach of the Code of Ethical Practice and/or these Articles.

12.2 Upon receipt of any complaint or information concerning a Member which may constitute a disciplinary offence the Chief Executive, or in his absence the Chairman or the Vice Chairman of the Council, shall as appropriate undertake an initial investigation and:

- i. discuss the matter with the Member concerned;
- ii. carry out such investigations as he believes necessary to determine whether or not there has been a disciplinary offence;
- iii. where possible, put forward a course of action that shall provide a remedy for the breach, together with a reasonable time period to ensure full compliance;
- iv. issue an informal warning, either verbally or by e-mail, concerning the activity;
- v. prepare a written statement indicating the circumstances surrounding the matter and the actions taken and agreed with the Member.

The Member concerned shall be required to co-operate fully with this initial investigation.

This written statement may, at the discretion of the Chief Executive (or Chairman or Vice Chairman), be laid before Council at its next meeting and shall be shown to any Council Member upon request.

12.3 In the event that the Member fails to provide sufficient evidence that he has taken appropriate action(s) to regulate his practice(s), the Chief Executive shall refer the matter to the Chair (or in his absence the Vice Chair).

12.4 Upon receipt of such a referral from the Chief Executive, or at the request of a Council Member who has been shown the written statement, the Chairman (or Vice Chairman) shall be entitled at his absolute discretion, to appoint an independent third party to do any of the following:

- (a) investigate such complaint or information, and
- (b) mediate prior to any disciplinary action being taken against the Member, and
- (c) provide a report detailing the findings.

The Member concerned shall be required to co-operate fully with this investigation.

12.5 Upon receipt of the third party's report or the Chief Executive's written statement, the Chairman (or Vice Chairman in his absence) shall be entitled to do any of the following as he shall in his absolute discretion, deem appropriate:

- i. Determine on the available evidence that no disciplinary offence has been committed, at which point any further disciplinary action against such Member shall cease, but without prejudice to further action being taken in the event of new evidence being forthcoming at any time.
- ii. Determine that, despite the fact that a disciplinary offence may have been committed, no disciplinary action should be taken against such Member provided that such Member provides a written undertaking to desist from the behaviour or matter complained of within a specified time frame and provided that there is not any repetition of such behaviour or matter.
- iii. Determine on the available evidence that a disciplinary offence may have been committed

and that the Member concerned should be the subject of a formal disciplinary hearing in the manner as set out in the following paragraph

12.6 A Member will be given 28 days prior notice in writing that the Chairman (or Vice Chairman) intends to convene and hold a formal disciplinary hearing the purpose of which will be to consider whether that Member has committed any disciplinary offence or offences and, in the event of it being determined that the Member in question has committed one or more disciplinary offences, to consider the appropriate penalty.

The notice convening such meeting will set details of the alleged disciplinary offence or offences and the preliminary findings of any investigations that have been undertaken up to that point in time. Copies of any documents or statements to be relied upon at the disciplinary hearing will be sent to the Member concerned with the notice convening the meeting.

12.7 The disciplinary hearing will normally be held at and will form part of the next full meeting of the Council following the expiry of the 28 day notice period, although the Chairman, or in his absence the Vice Chairman, may convene a special meeting of Council if he believes that to wait for the next scheduled meeting will introduce an undue delay. A Member upon whom notice has been served will be given a minimum of fourteen days clear notice of the date of the Council meeting and will be given the opportunity to make both written and oral representations concerning both the matters complained of and (if necessary) the appropriate disciplinary penalty.

12.8 At the meeting referred to in Article 12.6 and 12.7 above, the Council will consider whether the Member has provided sufficient evidence that he has taken appropriate action(s) to regulate his practice(s) so that the ground(s) of the notice of the disciplinary action are no longer valid. If the Council is so satisfied then the notice of disciplinary action will be revoked.

Any member of Council must declare if he (or a connected person or company) has an interest in the matters being considered at the disciplinary hearing; and any such member shall be debarred from voting on the matter(s).

If there are fewer than five members of Council present at the meeting who are not debarred from voting, the meeting shall be deemed to be inquorate for the purpose of considering the disciplinary matters, and it shall automatically be referred to the arbitration of a single arbitrator to be agreed between the parties.

If the meeting is quorate for the purpose of considering the disciplinary matters then Council shall decide if an offence has been committed, and what penalty (if applicable) shall be applied, by a simple majority of those present and not disbarred from voting, save that expulsion of the Member shall require a two-thirds majority.

The Council shall also have the power to impose other penalties short of expulsion against Members in relation to any disciplinary offences which it finds to be proven. These powers include a private warning letter, public reprimand, fine or withdrawal of certain additional services such as forwarding of correspondence, use of the Association's logo and promotion of the Member's details.

12.9 In the case where a previously accepted Member fails to provide examples of work for inspection, as occasionally required by the Association, or examples of work provided by the Member are found to not meet applicable UK or international standards, eg. BS, EN, ISO, MCS or Health & Safety, then the Council shall also be entitled to withdraw any benefits associated with his membership categorisation. This will remain until the examples of work are provided or changed to meet these standards.

A fee may be levied by the Association against members for checking or inspecting such examples of work.

12.10 The decision and/or determination of the Council in relation to any alleged disciplinary offences and its decision as to the appropriate penalty (if applicable) shall be final and binding on the Member, save that if the Member wishes to lodge an appeal he may give notice of such intention within 28 days of the disciplinary meeting (including any adjournment thereof). In this event, the dispute shall be referred to the arbitration of a single arbitrator to be agreed between the parties. The costs of the arbitration shall be split between by the parties at the discretion of the arbitrator.

## EXECUTIVE REPRESENTATIVE

13. Every Member of the Association which is a company or an incorporated body shall, on becoming a Member, forthwith appoint an Executive Representative to represent it officially in all proceedings of the Association. Such Executive Representative shall be a person holding a responsible position in the business of the Member making the appointment. Any such appointment shall be in writing and shall be effected in such form and manner as the Council may from time to time prescribe. The Member appointing an Executive Representative may from time to time replace him with another person. Any such replacement shall be made in writing in such form and manner as the Council may prescribe and shall take effect on the date of delivery thereof to the Secretariat.

## THE COUNCIL OF MANAGEMENT

14. The number of members of the Council shall be not less than seven and not more than sixteen.

15. The Council shall, in addition to ordinary voting members, consist of the Chairman, one Vice Chairman and an Honorary Treasurer

16. To qualify as a Member of the Council a person shall be either

- (a) a Member, or
- (b) a Director or Executive Representative of an organisation with voting rights in the Association.

17. A member of the Council shall cease to hold office if: -

- (a) at any time they cease to hold any qualification necessary in their case as a member of the Council, or
- (b) they become bankrupt or of unsound mind, or
- (c) by notice in writing they resign their office, or
- (d) they are not re-elected at due time by the Annual General Meeting
- (e) they fail to attend a majority of the meetings of the Council in any year and are not given leave of absence by a resolution of the Council

18. The subscribers to the Memorandum of Association, or a majority of them, shall decide the names of the first members of the Council.

19. At the first Annual General Meeting of the Association all the members of the Council shall retire from office, and at the Annual General Meeting in every subsequent year one-third of the members of the Council for the time being (or if their number is not three or a multiple of three, then the number nearest one-third) shall retire from office.

20. The members of the Council to retire in every year shall be those who have been longest in office since their last election but, as between persons who became members of the Council on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

21. A retiring member of the Council shall be eligible for re-election.

22. The Association, at the meeting at which a member of the Council retires in manner aforesaid, may fill the vacated office by electing a person thereto and, in default, the retiring member of the Council shall, if offering himself for re-election be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member of the Council shall have been put to the meeting and lost.

23. No person other than a member of the Council retiring at the meeting shall, unless recommended by the members of the Council, be eligible for election to the office of member of the Council at any general meeting unless

- i. not less than fourteen nor more than twenty one days before the date appointed for the meeting there shall have been left, at the registered office of the Association, notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of their intention to propose such person for election, **and**
- ii. notice in writing signed by that person of their willingness to be elected.

At least ten days before the date appointed for the meeting the list of candidates for election shall be sent to all persons entitled to attend and vote.

24. The Association may from time to time by ordinary resolution increase or reduce the number of members of the Council and may also determine in what rotation the increased or reduced number is to go out of office.

25. The members of the Council shall have power at any time, and from time to time, to appoint any person to be a member of the Council, either to fill a casual vacancy or as an addition to the existing members of the Council, but so that the total number of members of the Council shall not at any time exceed the number fixed in accordance with these regulations.

25.1 Any member of the Council so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election but shall not be taken into account in determining the directors who are to retire by rotation at such meeting.

26. The Association may by ordinary resolution of which special notice has been given in accordance with Section 369 of the Act, remove any member of the Council before the expiration of their period of office notwithstanding anything in these regulations or in any agreement between the Association and such member of the Council. Such removal shall be without prejudice to any claim such member of the Council may have for damages for breach of any contract of service between him and the Association.

26.1. The Association may, by ordinary resolution, appoint another person in place of a member of the Council removed from office under the immediately preceding regulation. A person appointed in place of a member of the Council so removed or to fill such a vacancy shall be subject to retirement at the same time as if they had become a member of the Council on the day on which the member of the Council in whose place they are appointed was last elected a member of the Council.

#### **CHAIRMAN, VICE CHAIRMAN AND HONORARY TREASURER**

27. Of the members of the Council for the time being one shall be the Chairman, one shall be Vice Chairman and one shall be Honorary Treasurer.

28. The first Chairman, Vice Chairman and Honorary Treasurer shall be appointed by the Council at its first meeting held after the incorporation of the Association and they shall hold office until the conclusion of the first Annual General Meeting in the year. Thereafter the Chairman Vice Chairman and Honorary Treasurer shall be appointed to the Council immediately after the conclusion of each Annual General Meeting of the Association.

29. A Chairman, Vice Chairman and Honorary Treasurer shall be eligible for reappointment to that office until such time as Council members, following the conclusion of an AGM, decide otherwise and replace any one or all of the aforesaid officers or after a period of office of two years, the Chairman stands aside in favour of the Vice Chairman or after a period of office of four years, the Honorary Treasurer stands aside.

30. Any casual vacancy in the office of Chairman, Vice Chairman or Honorary Treasurer may be filled by the Council, and the person so appointed shall hold office for the unexpired term of the person whom he replaces, these being two years for Chairman and Vice Chairman and four years for Honorary Treasurer. If Council so desires, Council Officers who have served a partial term of office can be reappointed for a further full term of office. Council Officers who have served a full term should step aside from this post for a full term before standing again.

31. The procedure for voting in a new Chairman, Vice Chairman or Honorary Treasurer respectively should be as follows:

- a. Existing chairman will formally resign and will continue to chair this meeting with formal handover at the end of the meeting.
- b. Chair will accept nominations for candidates wanting to stand for vacant Chairman's position (please note that candidates can be nominated in proxy to the Chief Executive)
- c. Chair will accept proposers and seconders for the new Chairman and seconded

- candidates will briefly set out their vision for the Association's work over the next 2 years (or 4 years in the case of Honorary Treasurer).
- d. In the event of more than one candidate being proposed and seconded, all candidates will set out their vision for the Association's work over their prospective term of office.
  - e. Chairman will ask for each candidate: Those in favour? Those against? Those abstaining? (only one vote per Council member at the meeting).  
In the event of a tie, Chairman has casting vote.
  - f. The above procedure will be repeated for the appointment of the Vice Chairman or Honorary Treasurer (if these positions become vacant).
  - g. Existing Chairman will continue chairing the meeting until the formal close of the meeting when he hands over the Chairman's role to the new chair.

### **POWERS OF THE COUNCIL**

32. The business of the Association shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Association as they think fit, and may exercise all such powers of the Association, and do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not, by the Articles, required to be exercised or done by the Association in General Meeting, being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Association in General Meeting, but no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

33. The Council may, from time to time, apply or remove certain extra services to individual members in order to best manage the Association's business.

### **PROCEEDINGS OF THE COUNCIL**

34. The Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined five members of the Council shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

35. Any three members of the Council may, and on the request of three members of the Council, the Secretary shall, at any time summon a meeting of the Council by notice served upon the several members of the Council.

36. The Council may delegate any of its powers to standing and other committees consisting of such member or members of the Council or other persons as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Council so far as applicable, and so far as the same shall not be superseded by any regulations made by the Council.

37. All acts bona fide done by any meeting of the Council, or any committee of the Council, or by any person acting as a member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council.

38. The Council shall cause proper Minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Association and of the Council and of committees of the Council, and all business transacted at such meetings. Any such Minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the

next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

39. A resolution in writing signed by all the members of the time being of the Council or of any committee of the Council, who are entitled to receive notice of a meeting of the Council or of such committee, shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

#### **CHIEF EXECUTIVE**

40. The Council may from time to time appoint any person to the office of Chief Executive for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

40.1 A Chief Executive shall receive such remuneration as the Council may determine.

40.2 The Council may entrust to and confer upon a Chief Executive any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and, either collaterally with or to the exclusion of their own powers, may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### **SECRETARY**

41. The Secretary shall be appointed by the Council for such time at such remuneration and upon such conditions as the Council may think fit, and any Secretary so appointed may be removed by them. The Council may from time to time 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.

#### **FUNDS**

42. The funds, income and property of the Association howsoever derived shall be applied solely towards the objects of the Association.

#### **GENERAL MEETINGS**

43. The Association shall:

hold a General Meeting in every year as its Annual General Meeting at such time and place as may be determined by the Council and shall specify the meeting as such in the notices calling it, **provided that**

every Annual General Meeting except the first, shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and so long as the Association holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

44. Only fully paid up Members shall be entitled to attend and vote at any General Meeting **provided that**

members of the Council shall be entitled to attend and speak at any General Meeting

the Council may, at its discretion, invite such persons as it feels to be of benefit to the meeting and to the Association.

45. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings. The Council may, whenever they think fit, convene an Extraordinary General Meeting.

46. Twenty one days' notice in writing, at the least, of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, shall be given in manner hereinafter mentioned to such persons, (including any Auditors), as are under these Articles entitled to receive such notices from the Association but with the consent of all the members having the right to attend and vote thereat.

47. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

48. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Auditors, and the appointment of, and the fixing of, the remuneration of any Auditors.

49. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, twenty per cent of all the Members personally present and entitled to vote shall be a quorum.

50. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Council may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.

51. The Chairman of the Council or, failing him, the Vice Chairman of the Council shall preside as Chairman at every General Meeting but, if there be no such Chairman or Vice Chairman present and willing to preside within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose some member of the Council or, if no such member be present or if all the members of the Council present decline to take the Chair, they shall choose some Member of the Association who shall be present to preside.

52. The Chairman may, with the consent of any 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 any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.

Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

53. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three Members present in person or by proxy or by their Executive Representatives.

Unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against that resolution.

The demand for a poll may be withdrawn.

54. If a poll were demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

55. No poll shall be demanded on the election of a Chairman of a Meeting, or on any question of adjournment.

56. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

57. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

**VOTES OF MEMBERS**

58. Subject as hereinafter provided, every Member shall have one vote on a show of hands, and similarly on a poll each Member shall have one vote.

59. Save as herein expressly provided, no Member other than a Member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of their membership, shall be entitled to vote on any question either personally or by proxy, or by an Executive Representative or as a proxy for another member at any General Meeting.

60. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote but an Executive Representative may vote on a show of hands as well as on a poll. A proxy must be a Member or an Executive Representative.

61. The instrument appointing a proxy shall be in writing under the hand of the appointee or their attorney duly authorised in writing, or if such appointee is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

62. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll and, in default, the instrument of proxy shall not be treated as valid.

No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

63. 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 revocation of the proxy, or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used or before the time appointed for the taking of the poll.

64. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

“I  
of  
a member of  
hereby appoint  
of  
and failing him or her  
of  
to attend for me and vote on my behalf at the (Annual or Extraordinary or Adjourned, as the case may be) General Meeting by show of hands or on a poll of the Association to be held on the day of (and at every adjournment thereof).  
As witness my hand this day of 20

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

**THE SEAL**

65. The Seal of the Association, if there be one, shall not be affixed to any instrument except by the authority of a resolution of the Council and in the presence of at least two members of the Council and of the Secretary, and the said members and Secretary shall sign every instrument to

which the Seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

## **ACCOUNTS**

66. The Council shall cause proper books of account to be kept with respect to

- (a) All sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place;
- (b) The assets and liabilities of the Association.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Association and to explain its transactions.

67. The books of account shall be kept at the Office, or at such other place or places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.

68. The Council shall from time to time determine whether and to what extent and at what times and place(s) and under what conditions or regulations the accounts and books of the Association, or any of them, shall be open to the inspection of Members not being members of the Council, and no Member (not being a member of the Council) shall have any right of inspecting any account or book or document of the Association except as authorised by the Council or by the Association in General Meeting.

69. At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account or, in the case of the first account since the incorporation of the Association, made up to a date not more than six months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors, and copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the meeting subject nevertheless to the provisions of Section 158 (1) (c) of the Act, be sent to the Auditors (if any) and to all other persons entitled to receive notices of General Meetings in the same manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by Section 14 of the Companies Act 1967.

## **NOTICES**

70. A notice may be served by the Association upon any Member, either personally or by sending it through the post in prepaid letter, addressed to such member at their registered address as appearing in the Register of Members.

71. Any Member described in the Register of Members by an address not within the United Kingdom or Republic of Ireland, who shall from time to time give the Association an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address.

72. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

## **BYE-LAWS**

73. The Council may from time to time make Bye-Laws in relation to the Association and may at any time in like manner annul or vary any Bye-Laws so made.

73.1 All Bye-Laws so made and for the time being in force shall be binding on all the members of the Association and shall have effect accordingly and it is hereby expressly declared that the following shall be deemed to be Bye-Laws in relation to the Association within the meaning of these Articles

- (a) Bye-Laws relating to the government of the Association.
- (b) Bye-Laws relating to the rights and obligations of the Members of the Association.
- (c) Bye-Laws supplementary to these Articles or in furtherance of any of the objects of the Association which the Council may recommend.
- (d) Bye-Laws prescribing the form and manner in which any person may apply for membership of the Association or for prescribing the form and manner in which an Appointed Member or an Executive Representative is to be appointed.
- (e) Bye-Laws establishing rules of professional conduct binding upon members of the Association.

Provided that no Bye-Law shall be made under this power which would amount to such an addition to or modification of these Articles as could only properly be made by Special Resolution passed in General Meeting.

#### **INDEMNITY**

74. Subject to the Act, but without affecting any indemnity to which he may otherwise be entitled, every Council Member and every officer of the Association, will be indemnified out of its assets against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association, and in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the Court subject to the Act, the Association may purchase and maintain for any Council Member or for any officer of the Association, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Association, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Association under this Article.

#### **DISSOLUTION**

75. Clauses 5 and 6 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.