

**THE COMPANIES ACT 2006**

**WRITTEN RESOLUTION**

- of -

**ENERGY SERVICES AND TECHNOLOGY ASSOCIATION LIMITED  
("the ASSOCIATION")**

**Company Number: 1630414**

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

**CHANGE OF ARTICLES OF ASSOCIATION**

At a general meeting of the Company, duly convened and held at Holiday Inn, Birmingham Airport on 30 November 2017, discussed the following resolution to be passed by vote on 22 December 2017 as a special resolution.

**SPECIAL RESOLUTION**

**THAT** the articles of association contained in the document attached to this Resolution are hereby approved and adopted as the new articles of association of the Association (the "**New Articles**") in substitution for and to the entire exclusion of the existing articles of association.



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Robin T. Hale

Director

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

**ARTICLES OF ASSOCIATION**

**OF THE**

**ENERGY SERVICES AND TECHNOLOGY  
ASSOCIATION LIMITED**

**Company number: 1630414**

**Incorporated 21 April 1982**

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

**ARTICLES OF ASSOCIATION**  
**of the**  
**ENERGY SERVICES AND TECHNOLOGY ASSOCIATION LIMITED**  
**("the ASSOCIATION")**

**Adopted by a Special Resolution of the Association on 22 December 2017**

**1. General**

1.1 In these Articles the words standing in the first column of the Table below shall bear the meaning set opposite to them respectively in the second column thereof, unless the context requires otherwise:

<b>WORDS</b>	<b>MEANINGS</b>
<b>"Act"</b>	the Companies Act 2006;
<b>"Articles"</b>	these articles of association;
<b>"Association" or "ESTA"</b>	Energy Services and Technology Association Limited;
<b>"Auditors"</b>	the auditors of the Association appointed from time to time;
<b>"Bye Laws"</b>	The rules made by the Association to regulate the conduct of its members;
<b>"Council"</b>	the council of management comprising duly appointed members of the Association;
<b>"Director"</b>	a company director (in accordance with the provisions of the Act) of the Association;
<b>"In writing"</b>	written, printed, or partly one and partly another, and other modes of representing or reproducing words in a visible form whether sent or supplied in electronic form or otherwise;
<b>"Model Articles"</b>	the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
<b>"Month"</b>	calendar month;

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| <b>“Office”</b>            | the registered office of the Association from time to time;  |
| <b>“Secretary”</b>         | the secretary of the Association appointed by the Council of the Association from time to time;  |
| <b>“Specialist Groups”</b> | Special interest groups which may be created and given a remit by the Council from time to time to cover particular areas of interest or operation of the Association and which may be made up of members of the Association   |
| <b>“United Kingdom”</b>    | Great Britain and Northern Ireland.  |
| <b>“Wound Up”</b>          | any action or any legal procedure commenced or other steps taken (including the presentation of a petition or the filing or serving of a notice save for any winding up petitions which are frivolous or vexatious and are discharged within 14 days of presentation) regarding the Association with a view to:<br><br>(1) it being adjudicated or found insolvent; or<br><br>(2) its winding up or dissolution; or<br><br>(3) the appointment of a trustee, receiver, administrative receiver, administrator or similar officer in respect of it or any of its assets; or<br><br>(e) anything analogous to, or having a substantially similar effect to, any of the events specified above occurs in any relevant |
- 1.2 The Model Articles shall apply to the Association, except in so far as they are modified by or conflict with the Articles set out below, in which case these Articles shall apply in precedence to the Model Articles.
- 1.3 In these Articles words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders. The word "person" includes an individual, body corporate, partnership, trustee or trust or unincorporated association, executor, administrator or legal representative.
- 1.4 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 context, bear the same meaning in these Articles.

## 2. **Guarantee and Liability of Members**

The liability of each member is limited to £5 being the amount that each member of the Association undertakes to contribute to the assets of the Association, in the event of the same being Wound Up while he is a member, or within one year 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 contributories among themselves.

## 3. **Objects of the Association**

3.1 The registered office of the Association will be situate in England and Wales.

3.2 The objects for which the Association is established are:

3.2.1 to promote excellence and just, honourable practice in the business of the manufacture, design, development, supply, installation, monitoring, training, consultancy and use of energy conservation systems - whether hardware, software, service provision or data handling (hereinafter called " the Industry");

3.2.2 to promote the interest of and co-operation between individuals and companies engaged in the Industry;

3.2.3 to provide the facility of a membership organisation for the Industry as a means of promoting its views, understanding its aims, publicising its advantages and disseminating knowledge generally in relation to energy conservation among Industry professionals, government departments, other sectors of industry, other trade associations and any other bodies both at home and abroad.

3.2.4 to originate and promote improvements in the law to facilitate and foster the development of energy conservation business, to promote support or oppose alterations therein as appropriate, and to effect improvements in administration, and for the purposes aforesaid to take such steps and proceedings as may be deemed expedient;

3.2.5 to collect and circulate statistics and other information connected with or affecting the said Industry and to found manage, control, support, print, publish, issue, circulate and distribute, whether gratis or otherwise such papers, and other literary works as may seem desirable;

3.3 The members agree to uphold the following rules of professional conduct as follows:

3.3.1 a member shall uphold the dignity, good standing and reputation of the Association;

3.3.2 a member shall not maliciously or recklessly injure or attempt to damage or prejudice, whether directly or indirectly, the professional reputation, prospects or business of the Association or other persons in the Industry;

3.3.3 a member shall keep himself informed of new developments in energy conservation and carry out his business in accordance with good practice;

- 3.3.4 where appropriate, a member shall offer guarantees of performance, subject to an agreed set of operating parameters as may be recommended or adopted by the Association from time to time;
  - 3.3.5 members shall possess adequate business insurance cover, as deemed necessary by the Council;
- 3.4 Neither the Association nor its' members when attending ESTA meetings or carrying out duties of acting as representatives of the Association shall act in any way that has the object or effect of preventing, restricting or distorting competition within the Industry.
- 4. **DISTRIBUTION/USE OF FUNDS**
- 4.1 Subject to Articles 4.3, 4.4 and 7.2 the income and property of the Association shall be applied solely towards the promotion of its objects and no distribution shall be paid or capital otherwise returned directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association.
- 4.2 Notwithstanding Article 7, members of Council may undertake particular tasks and projects for which a reasonable and proper fee, remuneration or expenses are paid by the Association. This is with the agreement of the Council and/or the Executive Director and recorded in the relevant Council minutes.
- 4.3 Nothing contained in these Articles shall prevent any payment in good faith by the Association of reasonable and proper remuneration to any member, Council member, Director, officer or servant of the Association for any services rendered to the Association. This includes members of Council who undertake specific tasks that are delegated to them by the Council and/or the Executive Director;
- 4.4 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:
  - 4.4.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise interested;
  - 4.4.2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Association or in which the Association is otherwise interested; and
  - 4.4.3 shall not, by reason of his office, be accountable to the Association for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 4.5 For the purposes of Article 4.4:
  - 4.5.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director

- has an interest in any such transaction of the nature and extent so specified; and
- 4.5.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
- 4.6 The Association shall have the right to exercise all powers in furtherance of its objects, including, but not limited to the following:
- 4.6.1 to purchase, take on leases or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
- 4.6.2 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association;
- 4.6.3 to undertake and execute any charitable trusts which may lawfully be undertaken by the Association;
- 4.6.4 to borrow or raise money on such terms and on such security as may be thought fit;
- 4.6.5 to invest the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 4.6.6 to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes;
- 4.6.7 to do all such other things as are incidental to the attainment or furtherance of the said objects or any of them;
- 4.6.8 to promote, found, support or finance any other company or body for the furtherance of the principal objects of the Association or any of them.

## 5. **MEMBERSHIP**

- 5.1 The persons as the Council shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Association.
- 5.2 Subject to article 5.23 below, any individual or corporate body (howsoever incorporated) or university or other academic body or trading unit of a large company (as determined by the Council) whether commercially concerned or not with energy systems or services shall be eligible to apply to become a member of the Association.
- 5.3 No company, organisation or person shall become a member of the Association unless:
- 5.3.1 such company, organisation or person has completed an application for membership of the Association in writing in a form approved by the Council; and
- 5.3.2 the Council have approved the application.

- 5.4 Every application for membership shall be considered by the Council or by a sub-committee appointed by the Council, which shall have absolute discretion to accept or refuse any such application. The Council or sub-committee as appropriate shall not be obliged to give any reason for refusing to admit any applicant to membership of the Association. The decision of the Council or of such sub-committee shall be final and binding.
- 5.5 Every application for membership shall stipulate a primary choice of Association Specialist Group (where such groups are in existence) for voting purposes.
- 5.6 A member shall cease to be a member of the Association with immediate effect:
- 5.6.1 if the member, being a company:
    - 5.6.1.1 becomes unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
    - 5.6.1.2 issues an application for an administration order or a notice of intention to appoint an administrator in relation to the Company;
    - 5.6.1.3 passes of a resolution or order for the Company's winding-up, dissolution, administration or reorganisation;
    - 5.6.1.4 declares a moratorium in relation to any of the Company's indebtedness;
    - 5.6.1.5 makes any arrangement or any proposal for any arrangement with any of the Company's creditors;
    - 5.6.1.6 appoints a liquidator, receiver, administrator, supervisor or other similar officer in respect of any of the Company's assets; or
    - 5.6.1.7 is convicted by a court of competent jurisdiction of any offence being a breach of health and safety legislation or corporate manslaughter.
  - 5.6.2 if the member, being an individual, becomes bankrupt or enters into an arrangement in favour of his creditors;
  - 5.6.3 if the member, being an individual, dies or becomes of unsound mind;
  - 5.6.4 if the member, being an individual is convicted by any court of competent jurisdiction of any criminal offence involving dishonesty, fraud, theft, bribery, money laundering or any other offence which carries with it a sentence of custody exceeding 12 months;
  - 5.6.5 if the member is expelled from the Association in accordance with Article 5.111;
  - 5.6.6 if the Council resolves that the membership of the member shall cease by reason of any subscription of such member or any instalment of such subscription payable to the Association being unpaid within three months of the same falling due in accordance with article 5.88 provided that fourteen days' notice of such intended resolution shall first have been given to the member concerned;
- 5.7 No company, organisation or person having ceased to be a member shall have any interest in or claim upon the Association or its funds or any part thereof including, any costs and/or time associated with attending an Association



- meeting, repayment of registration fees and subscriptions, but shall be due to pay all subscriptions and termination fees due according to clause 5.10.
- 5.8 On admittance to membership of the Association every member shall be subject to these Articles and any regulations, Bye-Laws or rules of conduct for the time being regulating the Association and shall pay such registration fees and subscriptions at such times as shall be determined by the Council from time to time.
- 5.9 A member who resigns must provide at least 30 days' notice of the resignation in writing and receive an acknowledgment from the Association.
- 5.10 A member resigning from membership shall:
- 5.10.1 pay all arrears of his subscriptions due to the Association.
  - 5.10.2 not be due any apportionment of subscriptions or refund of fees already paid.
  - 5.10.3 if upon the anniversary date of the membership having failed to have provide 30 days' notice, be adjudged to have accepted the terms for the subsequent subscription year which will also become due.
  - 5.10.4 if the member is otherwise expelled or has his membership terminated, promptly on ceasing to be a member, pay any arrears outstanding up to the date of his membership being terminated.
- 5.11 A member may be expelled from the Association at any time by resolution of the Council passed by a majority of three-fourths of those present and voting at a meeting of which the member shall have had fourteen clear days' notice and at which the member shall have been given the opportunity of being heard, for any of the following reasons:
- 5.11.1 if the action of such member is or has been, in the opinion of the Council, detrimental to the objects or purposes of the Association, or if such member continues in a course of action after being notified that in the opinion of the Council such action is detrimental to the policy objects or interests of the Association; or
  - 5.11.2 if the Council shall consider that for any other reason it is undesirable that member should remain a member of the Association.
- 5.12 Membership is not transferable except in situations where:
- 5.12.1 A 'change of ownership' occurs whereby the member organisation remains as a distinct entity or body corporate and the nature of member organisation remains broadly unchanged (in the absolute view of the Council) in which case the obligations and responsibilities of membership remain as the existing membership.
  - 5.12.2 the relevant trade of the member is sold to another party, transfer of membership is allowed subject to the purchasers of that trade confirming that they will undertake and observe the obligations and responsibilities of the membership of the Association in the same way as if the purchaser's organisation itself was applying to become a member. This must be in writing. Unless this undertaking is made then the obligations and responsibilities of membership remain with the original members.

A 'change of ownership' means any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the member organisation and/or its' parent organisation (such change affecting the control over exercise of voting rights conferred on those shares, control over the right to appoint or remove directors or the rights to dividends) and/or any other arrangements that have or may have or which result in the same effect.

## 6. **EXECUTIVE REPRESENTATIVE**

Every member of the Association that is a company, organisation or an incorporated body shall on becoming a member promptly appoint an executive representative ("**Executive Representative**") to represent it officially in all business transacted with the Association. Such Executive Representative shall be a person holding a responsible position in the business of the member making the appointment, with authority to bind that member. The Executive Representative shall individually provide an undertaking in writing in a form acceptable to the Council to abide by the Association's Memorandum and Articles of Association. Any such appointment shall be notified in writing to the Association 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. The foregoing provisions of this Article 6 shall apply to any replacement executive representative in like terms.

## 7. **EXECUTIVE DIRECTOR AND OTHER DIRECTORS**

- 7.1 The Council may from time to time engage or employ any person or appoint or, procure a representative of a company to the office of Executive Director ("**Executive Director**") for such period and on such terms as they think fit and subject to the terms of any contract entered into in any particular case and in compliance with the Act may revoke such appointment.
- 7.2 An Executive Director shall serve as a Director and shall receive such reasonable and proper remuneration as the Council may determine.
- 7.3 The Council may entrust to and confer upon an Executive Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as the Council may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 7.4 An Executive Director shall, if not already so, be entitled to be a member of the Association.
- 7.5 The Executive Director shall ex-officio be a member of the Council, of all standing committees and all Specialist Groups with the power to take part in all deliberations but without a power to vote, except, as applicable, as a member of the Association. The Executive Director shall be entitled to appoint a representative on his behalf to attend meetings of such committees and Specialist Groups if he is unable to attend.
- 7.6 The Council may from time to time engage, employ or otherwise appoint other persons to act as a Director from time to time, whether on a remunerated or non-remunerated basis and may entrust and confer upon such person powers exercisable by them upon such terms and conditions and with such restrictions as the Council may think fit, and either collaterally with or to the exclusion of their

own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

- 7.7 The Executive Director and other Directors shall have power to incur or authorise any proper and reasonable expenses necessary in the performance of his duties or otherwise on behalf of the Association and shall inform the Council of his actions and such expenses.

## 8. **GENERAL MEETINGS**

- 8.1 The Association shall hold a general meeting once every calendar year as its annual general meeting ("**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.
- 8.2 The Council may whenever they think fit convene a general meeting by giving notice to every member of the Association, every Director and the Auditors entitled to receive such notice in accordance with article 8.3 below in accordance with section 308 of the Act.
- 8.3 At least fourteen clear days' notice (exclusive in every case both of the day on which the notice is given and of the day of the meeting for which it is given) in writing shall be given to each member of every annual general meeting and of every meeting convened to pass a special resolution, of a resolution requiring special notice or of every other general meeting, specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that.
- 8.4 If at least 90% of members having the right to attend and vote at a general meeting agree, a meeting may be convened by such notice as those members may think fit.
- 8.5 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.

## 9. **PROCEEDINGS AT GENERAL MEETINGS**

- 9.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise proved seven (7) members present in person shall be a quorum.
- 9.2 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 and time 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.
- 9.3 The Chairman (if any) of the Council shall preside as Chairman at every general meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Executive Director (if any) shall preside. In the event that neither Chairman nor Executive Director is available to preside then the

Council members present shall choose a member of the Council, or if no such Council 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.

- 9.4 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.
- 9.5 A resolution put to the vote of a general meeting must be decided by simple majority on a show of hands unless a poll is duly demanded in accordance with the articles. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chairman of the meeting whose decision is final.
- 9.5.1 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote or at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 9.5.2 A poll may be demanded by the Chairman of the meeting, the Directors, two or more persons having the right to vote on the resolution or a person or persons representing not less than one tenth of the total voting rights of all members having the right to vote on the resolution.
- 9.5.3 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chairman of the meeting consents with the withdrawal.
- 9.6 Subject to the provision of Article 9.7, if a poll be 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.
- 9.7 No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
- 9.8 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.
- 9.9 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.
10. **PROCEEDINGS AT SPECIALIST GROUP MEETINGS (where in existence)**
- 10.1 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 or

unless resolved to the contrary by the Council on establishment of the Specialist Group, three (3) members present in person shall be a quorum.

- 10.2 If within half an hour from the time appointed for the holding of a Specialist Group meeting a quorum is not present, the meeting shall be dissolved.
- 10.3 The Specialist Group chair shall preside as Chairman at a relevant Specialist Group meeting, but if there be no such group chair, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the relevant Specialist Group vice-chair (if any) shall preside. In the event that neither chair nor vice-chair is available to preside then the meeting shall be dissolved.
- 10.4 A resolution put to the vote of a Specialist Group meeting may be decided by simple majority on a show of hands of Specialist Group voting members unless a poll is requested by a majority of the Specialist Group voting members or by the Specialist Group chair or vice-chair.
- 10.5 If a poll be requested 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.
- 10.6 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.
- 10.7 The demand of a poll shall not prevent the continuance of a Specialist Group meeting for the transaction of any business other than the question on which a poll has been demanded.

## 11. **VOTES OF MEMBERS**

- 11.1 Subject as hereinafter provided, every member shall have one vote.
- 11.2 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 his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any general meeting.
- 11.3 Where members choose to attend more than one Specialist Group, they will only be entitled to vote on Specialist Group resolutions or polls within either the primary Specialist Group choice expressed on application for membership or such other primary Specialist Group as has been agreed in writing by the Association.
- 11.4 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 a proxy for a corporation may vote on a show of hands. A corporation may vote by its Executive Representative. A proxy need not be a member.
- 11.5 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if such appointor is a corporation then under the hand of some officer duly authorised in that behalf.
- 11.6 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a 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.

- 11.7 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which states the name and address of the member appointing the proxy; identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed; is signed by or on behalf of the member appointing the proxy, or is authenticated in such a manner as the Directors may determine; and is delivered to the Association in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate. i.e. The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. Proxy notices may specify how the proxy appointed under then is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## 12. **STRUCTURE OF COUNCIL**

- 12.1 Until otherwise determined by a general meeting, the number of the members of the Council shall not be less than 4.
- 12.2 The Council members will comprise of the elected Chairmen of each of the Association's Specialist Groups, any appointed or employed Executive Director in accordance with Article 7.5 above and any elected first member of the Council (the Chairman of the Council). Each elected Chairman shall be eligible to run for two consecutive two-year terms before stepping down for at least a single two-year term. Elections will normally take place at the Annual General Meeting.
- 12.3 The Council may from time to time and at any time appoint any member of the Association as a member of the Council, either to fill a vacancy or by way of addition to the Council, provided that the prescribed maximum be not thereby exceeded. Such appointments will be open for formal election at the next available Annual General Meeting whereby the official post will be determined unless a resolution provided by polling has taken place outlining the appointments responsibilities.
- 12.4 Other than described in clause 15.2, no person who is not a member of the Association shall be eligible to hold office as a member of the Council.

## 13. **POWERS OF THE COUNCIL**

- 13.1 The members of the Association may hereby appoint and delegate authority to conduct the business of the Association to the Council and the Council may in turn delegate such powers to the Directors pursuant to Article 7 above. Such delegated authority shall include but not be limited to payment of all such expenses of, and preliminary and incidental to, the promotion and operation of the Association as the Council thinks fit, the exercise of all such powers of the Association, and to do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not by statute or by these Articles required to be exercised or done by the Association in general meeting. Such delegated authority is subject

to any regulations of these Articles, to the provisions of the statutes for the time being in force and affecting the Association, and to such regulations, 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 or Directors which would have been valid if such regulation had not been made.

- 13.2 The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Association, filling up vacancies in their body, or of summoning a general meeting, but not for any other purpose.
- 13.3 The members for the time being of the Council may by ordinary resolution supported by the majority of Council members, remove the Chairman of the Council (if any) from office before the expiration of his period of office, such action thereby triggering an election for a suitable replacement. For the avoidance of doubt, such removal of the Chairman shall not serve to remove him as a member of the Association unless the same is the subject of a separate action in accordance with these Articles.
- 13.4 Where an election for a suitable replacement for the Chairman of the Council is triggered, the Council shall consider the nominees for such an election and where no suitable nominations are received defer the election for a period of 12 months or such period until suitable nominations are received.
- 13.5 The Executive Director is responsible for ensuring that the Association complies with all legal requirements. Council, on behalf of all members, is empowered to define the strategy and approach to be adopted by the Association and to be implemented by the Executive Director provided this is within legal requirements.
- 13.6 Subject to any directions which may be given from time to time by a General Meeting, the Council shall have power from time to time in its absolute discretion to fix and if and when thought fit vary the method of computation and the amount and the mode of payment of the registration fee and annual subscription and other subscriptions (if any) to be paid to the Association by the Members or any of them or any class of Members, and to differentiate between the Members or any of them individually or between the various classes of Members or any of them, or between Members of the same class inter se as regards the subscriptions to be paid and the amount thereof respectively, and to exempt any Member or Members individually or any class or classes of Members from the payment of all or any subscription which but for such exemption would be payable by Member or Members or class of Members. Where the subscription payable by any Member or Members or class of Members is expressed to be in any way dependent on the amount of annual turnover of each Member or Members or class of Members, the Member or Members or class of Members shall make such returns as the Council shall require for the determination of the amount or amounts of such annual turnover.

#### 14. **SECRETARY**

- 14.1 In accordance with the Act, the Association will not be appointing a Company Secretary. The duties of Company Secretary will be undertaken by the Executive

Director or such person to whom those duties may be delegated by the Council from time to time.

**15. DISQUALIFICATION OF MEMBERS OF THE COUNCIL**

- 15.1 The office of a member of the Council shall be vacated with immediate effect if:
- 15.1.1 his organisation ceases to be a member of the Association pursuant to Article 5.6;
  - 15.1.2 if by notice in writing to the Association he resigns from his office.
- 15.2 Where an individual Council member leaves his organisation, that organisation being a current member, he may, at the absolute discretion of Council, be allowed to remain on Council for up to 12 months.

**16. ELECTION OF MEMBERS OF THE COUNCIL**

- 16.1 At each Annual General Meeting all voting members of the Council who have served a two-year term shall stand down with the option to re-stand for election if served less than two consecutive two-year terms. Those that have served two consecutive two-year terms must stand down without the possibility of re-election for a further two years.
- 16.2 At each election of voting members to the Council, the election shall be by ballot. All voting members will be able to vote in any ballot to elect an Association Chairman. Election of Specialist Group Chairs to Council will be by ballot of all voting members of their respective Specialist Groups. All nominees accepted by the Council will be given the opportunity to address the members at the Annual General Meeting to support their standing prior to the ballot taking place.
- 16.3 Nominees securing election to Council by way of winning the ballot shall take up their Council position as soon as reasonably practical after the result of such ballot/s has been communicated to members.
- 16.4 In addition and without prejudice to the provisions of the Act, members of a Specialist Group of the Association may by ordinary resolution supported by a majority of the Specialist Group members, remove the group chair and thereby remove same as a member of the Council before the expiration of his period of office, such action thereby triggering a ballot for a suitable replacement.

**17. PROCEEDINGS OF THE COUNCIL**

- 17.1 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, three (3) 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 of the meeting shall have a second or casting vote.
- 17.2 Any three members of the Council may, and on the request of three members of the Council the Chairman (if any) or Executive Director shall, at any time, summon a meeting of the Council by notice served upon the several members of the Council. A member of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting.



- 17.3 The Council may at its absolute discretion appoint or de-appoint from time to time an individual to act as President of the Association. This honorary role is to provide links and dialogue with external bodies relevant to the Association including but not limited to Government, Academia, Business, Trade and Standards bodies. The President shall be a non-executive position and the President shall be entitled to receive notice of, attend and speak at any meeting of the Council or the Association but other than in his capacity as a member (if applicable), he shall not be entitled to vote at any such meeting.
- 17.4 A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Council.
- 17.5 The Council may delegate any of their powers to committees consisting of such members or members of the Council as they think fit, and any committees 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 these 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.
- 17.6 All bona fide acts and decisions arising from any meeting of the Council or of 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 they or any of them were disqualified, be as valid as if every such person had been duly elected or appointed or had duly continued in office and was qualified to be a member of the Council.
- 17.7 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, and 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.
- 17.8 A resolution in writing signed by all the members for 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 has been passed at a meeting of the Council or of such committee duly covered and constituted.
18. **ACCOUNTS**
- 18.1 The Council shall cause books of account or accounting records to be kept in accordance with the requirements of the Act.
- 18.2 The books of account shall be kept at the Association's registered office, or, subject to the provisions of the Act, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the officers of the Association.
- 18.3 The Council shall from time to time determine whether and to what extent and at what times and places 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 officers of the Association, and no member (not being an officer) shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorised by the Council or by the Association in general meeting.

- 18.4 At the Annual General Meeting in every year the Directors shall lay before the Association a proper income and expenditure account for the period since the last preceding account 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 Directors and the Auditors, if required, and copies of such account, 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, be sent to all persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served.
- 18.5 A copy of the approved accounts and reports shall be made available to all members upon request.

## 19. **AUDIT**

- 19.1 In accordance with the provisions of the Act, if required based on the level of turnover, then at least once in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
- 19.2 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act. The members of the Council may appoint or elect not to re-appoint the Auditors pursuant to sections 485 and 488 of the Act.

## 20. **NOTICES**

- 20.1 Unless otherwise expressly provided, any document, notice or other communication to be given to or made by any person pursuant to or in accordance with the provisions of these Articles shall be in writing.
- 20.2 Any document (including, but without limitation, any representation, objection or report), notice or other communication may be delivered to the relevant person or sent by first class pre-paid letter, facsimile transmission or electronic mail to the address, facsimile transmission number or electronic mail address of that person specified by that person for the time being as being that person's address or facsimile transmission number and shall be effectual notwithstanding any change of address or facsimile transmission number which is not notified by that person.
- 20.3 Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Association an address within the United Kingdom at which any document, notice or other communication may be sent to him, shall be entitled to have such document, notice or other communication sent to him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive any document, notice or other communication from the Association.

- 20.4 Each such document, notice or other communication shall be treated as having been given or made and delivered, if by letter two (2) Working Days immediately following posting, if by delivery when left at the relevant address, and if by facsimile transmission or electronic mail, upon receipt by the addressee of the complete text of the document, notice or other communication in a legible form.
- 20.5 No accidental omission in sending any document or notice or other communication to, or non-receipt of any document or notice or other communication by, any person pursuant shall be capable of invalidating any act or thing done pursuant thereto.

## 21. **DISSOLUTION**

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 not for profit institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Article 4, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

## 22. **BYE-LAWS**

- 22.1 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 and 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 this Article:

- 22.1.1 Bye-Laws relating to the government of the Association;
- 22.1.2 Bye-Laws relating to the rights and obligations of the members of the Association;
- 22.1.3 Bye-Laws supplementary to these Articles or in furtherance of any of the objects of the Association, which the Council may recommend;
- 22.1.4 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 a member or an Executive Representative is to be appointed;
- 22.1.5 Bye-Laws establishing rules of professional conduct binding upon members of the Association;

Provided that no Bye-Laws shall be made under this power that would amount to such an addition to or modification of these Articles as could only legally be made by special resolution passed in accordance with the provisions of the Act.

## 23. **INDEMNITY**

- 23.1 Every member of the Council, every relevant Director, committee and sub-committee of the Council, and every Executive Director and Secretary for the time

being of the Association, and every other officer and agent for the time being of the Association, shall be indemnified out of the assets of the Association against:

- 23.1.1 any liability incurred by him in connection with any negligence, breach of duty or breach of trust in relation to the Association or an associated company;
  - 23.1.2 any liability incurred by him in connection with the activities of the Association or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);
  - 23.1.3 any other liability incurred by him as a member of the Council, a Director, committee or sub-committee of the Council, Executive Director or Secretary.
- 23.2 This article 23 does not authorise any indemnity that would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 23.3 In this article 23:
- 23.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
  - 23.3.2 a "relevant Director" means any Director or former Director of the Association or an associated company.

#### 24. **INSURANCE**

- 24.1 The Directors may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant Director in respect of any relevant loss.
- 24.2 In this article:
- 24.2.1 a "relevant Director" means any Director or former Director of the Association or an associated company;
  - 24.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Association, any associated company or any pension fund or employees' share scheme of the company or associated company.