



Articles of Association

of

THE FRESHWATER BIOLOGICAL ASSOCIATION

as adopted by special resolution on 13 October 2016

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
United Kingdom
B3 2ES

A Company Limited by Guarantee Registered Number: 263162, England
Registered Charity Number: 214440

COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
THE FRESHWATER BIOLOGICAL ASSOCIATION

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

“the Act”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Association and any statutory modification or re-enactment thereof for the time being in force
“Annual General Meeting”	means a General Meeting designated by the Board as an annual general meeting under Article 10.3
“the Articles”	means these Articles of Association of the Association
“the Association”	means the company intended to be regulated by the Articles
“the Board”	means the board of Directors of the Association and (where appropriate) includes a Committee and the Directors acting by written resolution
“Board Meeting”	means a meeting of the Board
“Business Day”	means any day other than a Saturday, Sunday, bank holiday or public holiday
“Chair”	means (subject to the context) either the person elected as chair of the Association under Article 27 or where the chair of the Association is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
“Charity Commission”	means the Charity Commission for England and Wales
“Clear Days”	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
“Committee”	means a committee of the Board exercising powers delegated to it by the Board

“Companies House”	means the office of the Registrar of Companies
“Member”	means a company member for the time being of the Association who is admitted under Article 6
“Director”	means any director of the Association who is appointed under Article 19
“General Meeting”	means a meeting of Members
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“the Memorandum”	means the Memorandum of Association of the Association
“the Objects”	means the objects of the Association set out in Article 3
“Observers”	means those persons (other than Directors) present under Article 31 at a Board Meeting
“President”	means a person appointed a President of the Association under Article 28
“Registered Office”	means the registered office of the Association
“Secretary”	means the secretary of the Association including a joint, assistant or deputy secretary
“United Kingdom”	means Great Britain and Northern Ireland
“Vice-Chair”	means a person elected as a Vice-Chair of the Association under Article 27
“Vice President”	means a person appointed as a Vice President of the Association under Article 28
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning;
- 1.2.2 references to the singular include the plural and vice-versa;
- 1.2.3 references to “organisations” or “persons” include corporate bodies, public bodies, unincorporated associations and partnerships;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

1.2.5 nothing shall authorise an application of the property of the Association for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005;

1.2.6 references to articles are to those within the Articles; and

1.2.7 headings are not to affect the interpretation of the Articles.

1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.

1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Association.

2 NAME

2.1 The name of the Association is The Freshwater Biological Association.

2.2 The Association was first incorporated on 3 March 1932 under the Companies Act 1929.

3 OBJECTS

The Objects of the Association are:-

3.1 to promote the understanding and investigation of the biology (in the widest interpretation of the word) of the animals and plants and other organisms found in fresh (including brackish) waters.

3.2 to promote the sound and sustainable management of freshwater ecosystems and resources.

4 POWERS

The Association may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;

4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);

4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;

4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);

- 4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011;

Borrowing

- 4.7 to borrow and give security for loans;

Grants and Loans

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);

Fund Raising

- 4.9 to raise funds, to invite and receive contributions;

Trading

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Association and other organisations operating in similar fields;

- 4.12 to promote, support or carry out research and publish the results of it;

Contracts

- 4.13 to co-operate with and enter into contracts with any person;

Bank or building society accounts

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Association;

Investments

- 4.15 to:-

4.15.1 deposit or invest funds;

4.15.2 employ a professional fund-manager; and

4.15.3 arrange for the investments or other property of the Association to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000.

Insurance

- 4.16 to insure the assets of the Association to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

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- 4.17 to insure and to indemnify the Association's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;
 - 4.18 to take out insurance to protect the Association and those who use premises owned by or let or hired to the Association;
 - 4.19 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

Other Organisations

- 4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, co-operative and community benefit societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;
- 4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 4.22 to amalgamate with any charity which has objects similar to the Objects;
- 4.23 to undertake and execute any charitable trusts;
- 4.24 to affiliate, register, subscribe to or join any organisation;
- 4.25 to act as agent or trustee for any organisation;

Reserves

- 4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

- 4.27 to pay the costs of forming the Association and of complying with all relevant registration requirements;

Research & Education

- 4.28 to establish, equip, furnish and maintain a laboratory or laboratories and the boats and facilities necessary for the conduct of research in freshwater biology;
- 4.29 to establish and maintain a library, databases and other repositories of information;
- 4.30 to undertake, support or promote education (in the widest interpretation of the word) in freshwater biology and related sciences;
- 4.31 to publish or otherwise disseminate any data texts illustrations photographs or any other information;
- 4.32 to engender enthusiasm for the science of freshwater biology through promotional activities and the fostering of an active membership of the Association; and

General

- 4.33 to do anything else within the law which is incidental and conducive to the Objects.

5 APPLICATION OF FUNDS

5.1 General

The income and property of the Association must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 5):

5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Member; and

5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Association.

5.2 Benefits to Members

Notwithstanding Article 5.1, the Association may make the following payments or grant the following benefits to Members:-

Interest and Rent

5.2.1 reasonable and proper interest on money lent by any Member to the Association;

5.2.2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Member to the Association or a reasonable hiring fee for premises hired by any Member to the Association;

Supply of Goods or Services

5.2.3 reasonable payments to a Member in return for goods and/or services supplied to the Association pursuant to a contract;

Out of Pocket Expenses

5.2.4 reasonable and proper out of pocket expenses to Members who are engaged by the Association as volunteers in the work of the Association and which are actually incurred by them in carrying out their work as volunteers; and

Benefits to Members

5.2.5 the grant of a benefit to a Member who is a beneficiary of the Association in the furtherance of the Objects including but not limited to a research grant, studentship or other scientific award from the Association.

5.3 Benefits to Directors

Notwithstanding Article 5.1, the Association may make the following payments or grant the following benefits to Directors:-

Out of pocket expenses

5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;

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- 5.3.2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Association as volunteers in the work of the Association and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

- 5.3.3 an indemnity in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings);
- 5.3.4 the benefit of indemnity insurance under Article 4.19;

Fees to companies in which Directors have negligible interests

- 5.3.5 a payment to a company in which a Director has no more than a 1% shareholding;

Interest and Rent

- 5.3.6 reasonable and proper interest on money lent by any Director to the Association;
- 5.3.7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Director to the Association or a reasonable hiring fee for premises hired by any Director to the Association;

Beneficiaries

- 5.3.8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Association where those benefits are the same as or similar to benefits provided to other beneficiaries;

Supply of Goods and Services

- 5.3.9 payments to a Director who enters into a contract for the supply of goods or services to the Association provided that:-
- 5.3.9.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;
 - 5.3.9.2 the Director is absent from the part of any meeting at which there is a discussion of his/her remuneration or any matter concerning the contract or his/her performance of the contract, any proposal to enter into any other contract or arrangement with him/her or to confer any benefit upon him/her and/or any other matter relating to payment or the conferring any benefit to him/her;
 - 5.3.9.3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting;
 - 5.3.9.4 the other Directors are satisfied that it is in the interests of the Association to contract with the Director rather than with someone who is not a Director. In reaching that decision the

Directors must balance the advantage of contracting with a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);

5.3.9.5 the reason for the Directors' decision is recorded in the minutes of the Board meeting; and

5.3.9.6 at no time shall a majority of the Directors receive payment pursuant to this Article 5.3.9.

The remuneration of a Director pursuant to this Article includes the engagement or remuneration of any firm or company in which the Director is a partner, an employee, a consultant, a director (except when he/she is not paid as a director) or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital; and

Exceptional Circumstances

5.3.10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.

5.4 The provisions in this Article 5 on the making of payments and the granting of benefits by the Association to Directors shall also extend to payments made to Directors by any other company in which the Association.

5.4.1 holds more than 50% of the shares; or

5.4.2 controls more than 50% of the voting rights attached to the shares; or

5.4.3 has the right to appoint one or more directors to its board.

5.5 For the purposes of Article 5.3 a payment to or a benefit granted to a dependant relative or the spouse of the Director or any person living with the Director as his/her partner shall be deemed to be a payment to the Director and shall be permitted to the same extent that payments to or benefits granted to Directors are permitted.

5.6 Amendments

This Article may not be amended without the prior written consent of the Charity Commission.

PART B. MEMBERSHIP

6 MEMBERS

6.1 The Members are:-

6.1.1 the subscribers to the Memorandum; and

6.1.2 others admitted to membership of the Association by the Board under the Articles.

6.2 Subject to Article 7 it is open to any individual or organisation interested in promoting the Objects to apply to the Board to become a Member.

7 ADMISSION OF MEMBERS

7.1 A person may not be admitted as a Member:-

7.1.1 unless he/she has signed a written application to become a Member in such form as the Board requires; and

7.1.2 (in the case of an individual) unless aged 18 or over.

7.2 The form and the procedure for applying to become a Member are to be prescribed by the Board.

7.3 The Board may decline to accept any application for membership and need not give reasons for doing so.

7.4 The Board may prescribe criteria for membership of the Association but shall not be obliged to accept persons fulfilling those criteria as Members.

7.5 Unless the Board decides otherwise all Members must pay to the Association in advance an annual subscription fee the amount of which is to be decided by the Board from time to time.

7.6 The Board may establish different classes of Members and set out their respective rights and obligations.

7.7 Company membership is personal and not transferable.

7.8 The Board may admit non-voting members who, for the avoidance of doubt, will not be Members and will not be considered to be company members under the Acts. Should the Board decide to admit non-voting members the form and the procedure for applying to become a non-voting member and the removal of non-voting members will be determined by the Board.

8 TERMINATION OF MEMBERSHIP

A person will cease to be a Member:-

8.1 on delivering written notice of resignation to the Registered Office;

8.2 in the case of an individual, if he/she dies;

- 8.3 in the case of an organisation, it ceases to exist;
- 8.4 if the Member is more than six months in arrears in paying the relevant subscription (if any) and the Board resolves that their membership is terminated; or
- 8.5 if the Board resolves to terminate his/her membership provided that he/she shall first have had reasonable opportunity to explain to the Board why he/she should not be removed.

9 LIABILITY OF MEMBERS

- 9.1 The liability of the Members is limited.
- 9.2 Every Member promises, if the Association is wound up whilst he/she is a Member or within one year after ceasing to be a Member, to contribute such amount as is required up to a maximum of £10 towards:
 - 9.2.1 winding up the Association;
 - 9.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Member; and
 - 9.2.3 the adjustment of the rights of the contributories among themselves.

PART C. GENERAL MEETINGS

10 GENERAL MEETINGS

- 10.1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 11.
- 10.2 On receiving a requisition from the percentage of Members required under the Act the Board must promptly convene a General Meeting.
- 10.3 Once in each calendar year the Board will call a General Meeting which it will designate as the Annual General Meeting.

11 NOTICE OF GENERAL MEETINGS

- 11.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 11.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Members at the General Meeting.
- 11.3 The notice must specify:-
 - 11.3.1 the time, date and place of the General Meeting;
 - 11.3.2 the general nature of the business to be transacted;
 - 11.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution; and
 - 11.3.4 in the case of an Annual General Meeting the information required in accordance with Article 19.5.3.
- 11.4 The business of an Annual General Meeting must include:
 - 11.4.1 receiving the annual Directors' report;
 - 11.4.2 considering the accounts and the report thereon;
 - 11.4.3 appointing the auditors (if necessary); and
 - 11.4.4 any appointment of Directors in accordance with Article 19.5.
- 11.5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 11.6 Notice of a General Meeting must be given to all of the Members, the Directors and the Association's auditors (if any).
- 11.7 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

12 QUORUM

- 12.1 No business may be transacted at a General Meeting unless a quorum is present.
- 12.2 The quorum for General Meetings is 10 of the Members for the time being present in person or by proxy.
- 12.3 A Member may be part of the quorum at a General Meeting if he/she can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 12.4 If a quorum is not present within 30 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 12.5 If at the adjourned meeting there are again insufficient Members present within 30 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.
- 12.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Members.

13 CHAIR AT GENERAL MEETINGS

- 13.1 The Chair is to chair General Meetings.
- 13.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting.
- 13.3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Members present must choose one of their number to chair the General Meeting.

14 ADJOURNMENT OF GENERAL MEETINGS

- 14.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 14.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 14.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 14.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 14.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

15 VOTING AT GENERAL MEETINGS

- 15.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 15.2 Each Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 15.3 A Member which is an organisation may, by resolution of its governing body (or a committee or officer of that organisation acting under powers delegated by its governing body), authorise such person as it thinks fit to act as its representative at General Meetings.
- 15.4 A person authorised under Article 15.3 may exercise the same powers on behalf of the organisation as the organisation could exercise if it were an individual Member.
- 15.5 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.
- 15.6 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 15.7 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

16 BALLOTS

- 16.1 A ballot may be demanded by the Chair or by any two Members before or on the declaration of the result of a show of hands.
- 16.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 16.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 16.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 16.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 16.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

17 PROXIES

- 17.1 A Member may validly appoint a proxy by notice in writing which
- 17.1.1 states the name and address of the member appointing the proxy;
 - 17.1.2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
 - 17.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 17.1.4 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.
- 17.2 A proxy need not be a Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 40. A proxy may not appoint another proxy.
- 17.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 17.5 No document appointing a proxy will be valid for more than 12 months.
- 17.6 A vote given or ballot demanded by proxy is to be valid despite:-
- 17.6.1 the revocation of the proxy; or
 - 17.6.2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 17.7 A proxy form will not be valid for any part of a General Meeting at which the Member who appointed the proxy is present.

18 MEMBERS' WRITTEN RESOLUTIONS

- 18.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Members (provided that those Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:
- 18.1.1 a copy of the proposed resolution has been sent to every eligible Member;
 - 18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members have signified their agreement to the resolution; and

- 18.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.
- 18.2 A resolution under Article 18.1 may consist of several documents in similar form each approved by one or more Members.
- 18.3 In the case of a Member that is an organisation, its authorised representative may signify its agreement.

PART D. DIRECTORS

19 APPOINTMENT OF DIRECTORS

19.1 The Board shall comprise:-

19.1.1 up to 6 Directors appointed by the Members in accordance with Article 19.5;

19.1.2 1 Director appointed by the Royal Society in accordance with Article 19.6;

19.1.3 1 Director appointed by the Worshipful Company of Fishmongers in accordance with Article 19.6; and

19.1.4 up to 2 Directors appointed by the Board in accordance with Article 19.7.

19.2 A person may not be appointed as a Director:-

19.2.1 unless aged 18 or over;

19.2.2 unless he/she is a natural person;

19.2.3 if he/she would immediately cease to be a Director under Article 21 or any other Article; and

19.2.4 for a period determined by the Board having ceased to be a Director by reason of being removed as a Director under Article 21.5, Article 21.6 or Article 21.9.

19.3

19.3.1 On or before the appointment of a person as a Director the person must either sign the prescribed Companies House form for the appointment of a director or provide the information necessary to register the person online at Companies House as a Director. The appointment of any person as a Director, who has not complied with the requirements of this Article 19.3.1 within one month of appointment, is to lapse unless the Board resolves that there is good cause for the delay.

19.3.2 If the Board so decide it can require that on appointment as a Director that the Director must agree to be admitted as a Member. If the Board requires this and the Director is not admitted as a Member within six months of being appointed as a Director then his/her appointment as a Director will cease unless the Board resolves otherwise.

19.4 Subject to Article 19.8 any Director appointed/reappointed in accordance with Article 19.5 or Article 19.7 may serve for a maximum of 2 consecutive terms after which they must cease to be a Director for at least 12 months before they are eligible for appointment again.

19.5 DIRECTORS ELECTED BY THE MEMBERS

19.5.1 Subject to this Article 19.5, Article 19.2, Article 19.3 and Article 19.4 the Members shall be entitled to elect up to 6 persons as Directors.

19.5.2 The election of a Director is to be made at an Annual General Meeting.

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- 19.5.3 Not less than 14 Clear Days before an Annual General Meeting the Members must be notified of the names of the Directors appointed in accordance with this Article 19.5 who are to retire at the Annual General Meeting and the names of the people whom the Board recommends and (if any) Members recommend under Article 19.5.4, for election as Directors in accordance with this Article 19.5.
- 19.5.4 If any five or more Members agree that they want an individual or individuals to be nominated for election as a Director in accordance with this Article 19.5 they must give notice in writing to the Board of any such individuals at least 21 Clear Days (but not more than 35 Clear Days) before an Annual General Meeting and that notice must;
- 19.5.4.1 be signed by the five or more Members nominating the individual for election as a Director;
- 19.5.4.2 state the Members' intention to propose the appointment of the individual as a Director;
- 19.5.4.3 contain the name and address of the individual being proposed for appointment; and
- 19.5.4.4 be signed by the individual who is proposed for appointment to show his/her willingness to be appointed.
- 19.5.5 Subject to Article 21 each Director elected in accordance with this Article 19.5 shall serve for a term of four years with their term of office ending at the close of the fourth Annual General Meeting after (but not including) the Annual General Meeting at which they were appointed.
- 19.6 DIRECTORS APPOINTED BY THE ROYAL SOCIETY AND THE WORSHIPFUL COMPANY OF FISHMONGERS**
- 19.6.1 Subject to Article 19.2 and Article 19.3 the Royal Society may appoint 1 person as a Director.
- 19.6.2 Subject to Article 19.2 and Article 19.3 the Worshipful Company of Fishmongers may appoint 1 person as a Director.
- 19.6.3 The Royal Society and the Worshipful Company of Fishmongers may each remove the Director that they have appointed.
- 19.6.4 The Royal Society and the Worshipful Company of Fishmongers may appoint a person as a Director in substitution for a Director it has removed under Article 19.6.3 or who has ceased to be a Director under Article 21.
- 19.6.5 Subject to Article 19.2 and Article 19.3 the appointment or removal of a Director under this Article 19.6 is to take effect when the Royal Society or the Worshipful Company of Fishmongers (as the case may be) delivers written notice of appointment or removal addressed to the Chair to:
- 19.6.5.1 the Registered Office; or
- 19.6.5.2 a Board meeting.

19.7 DIRECTORS APPOINTED BY THE BOARD

- 19.7.1 Subject to Article 19.2, Article 19.3 and Article 19.4 the Board may appoint up to 2 Directors.
- 19.7.2 Subject to Article 21 each Director appointed in accordance with this Article 19.7 shall serve for a term of four years from and including the date of the Board resolution appointing him/her.
- 19.8 Subject to Article 19.2 and Article 19.3 the Board has the power to co-opt a person to be a Director to fill a vacancy in relation to the Directors appointed under Article 19.5 but persons so co-opted shall serve only until the next Annual General Meeting after they are co-opted at which point they shall be eligible for appointment in accordance with the other provisions of this Article 19. Any appointment under this Article 19.8 will not be counted as a term for the purposes of Article 19.4.

20 OBLIGATIONS OF DIRECTORS

- 20.1 The Board must set out in writing the principal obligations of every Director to the Board and to the Association. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.
- 20.2 The statement of the obligations of the Directors to the Association must include:-
- 20.2.1 a commitment to its values and objectives including equal opportunities;
 - 20.2.2 an obligation to contribute to and share responsibility for the Board's decisions;
 - 20.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;
 - 20.2.4 an obligation to declare relevant interests;
 - 20.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;
 - 20.2.6 an obligation to comply with statutory and fiduciary duties, including:-
 - 20.2.6.1 to act in the best interests of the Association;
 - 20.2.6.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself/herself in a position where his/her personal interest or a duty owed to another conflicts with the duties owed to the Association;
 - 20.2.6.3 to secure the proper and effective use of the Association's property;
 - 20.2.6.4 to act personally;
 - 20.2.6.5 to act within the scope of any authority given;
 - 20.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds; and
 - 20.2.6.7 to act in accordance with the Articles; and
 - 20.2.7 a reference to obligations under the general law.

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- 20.3 A Director must sign and deliver to the Board a statement confirming he/she will meet his/her obligations to the Board and to the Association within one month of appointment.

21 RETIREMENT AND REMOVAL OF DIRECTORS

A Director will cease to hold office if he/she:-

- 21.1 dies;
- 21.2 ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 2011;
- 21.3 in the reasonable opinion of the Board, becomes incapable of fulfilling his/her duties and responsibilities as a Director because of illness or injury and the Board resolves that he/she be removed as a Director;
- 21.4 is declared bankrupt or makes any arrangement or composition with his/her creditors;
- 21.5 ceases to be a Director under Article 19.3;
- 21.6 is removed by a resolution of 51% or more of the Directors present and voting at a Board Meeting that he/she should be removed provided that the Director concerned has first been given an opportunity to put his/her case and to justify why he/she should not be removed as a Director;
- 21.7 is removed in accordance with Article 19.6.3;
- 21.8 resigns by written notice to the Association at the Registered Office;
- 21.9 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 51% majority of the Directors present and voting at a properly convened Board Meeting) that he/she should cease to be a Director provided that the Director concerned has first been given an opportunity to put his/her case and to explain why he/she has been absent from the Board Meetings and to justify why he/she should not be removed as a Director; or
- 21.10 fails to sign a statement of his/her obligations under Article 20 within one month of appointment and the Board resolves that he/she be removed;

22 CONFLICTS OF INTEREST AND BOARD MEMBER CONDUCT

22.1 Declaration of interests

- 22.1.1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Association, he/she must declare the nature and extent of that interest to the other Directors.
- 22.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.
- 22.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- 22.1.4 Any required declaration of interest must be made before the Association enters into the transaction or arrangement.

22.1.5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director is treated as being aware of matters of which he/she ought reasonably to be aware.

22.1.6 A Director need not declare an interest:-

22.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or

22.1.6.2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

22.2 **Authorisation of direct conflicts of interest**

A Director may enter into a transaction or arrangement with the Association only if and to the extent that such an arrangement is authorised by Article 5.

22.3 **Authorisation of indirect conflicts of interest**

22.3.1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Association (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that:-

22.3.1.1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

22.3.1.2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Association to authorise the transaction.

22.3.2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself/herself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

22.4 **Complaints about conduct**

22.4.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Director that in his/her reasonable opinion is detrimental to the interests of the Association and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article he/she may suspend the Director concerned.

22.4.2 Conduct detrimental to the interests of the Association includes:

22.4.2.1 any breach of a Director's obligations as set out in the statement of obligations of Directors signed by him/her under Article 20 or otherwise; and

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- 22.4.2.2 conviction of any offence which has or is likely to bring the Association into disrepute.
- 22.4.3 Where the Chair is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Chair then the Vice Chair may exercise the power to suspend the Chair or a Director under Article 22.4.1 in the same circumstances as the Chair.
- 22.4.4 The Director whose conduct is complained of must immediately be notified in writing either by the Secretary (if any) or by the Chair or the Vice Chair of the complaint and of any suspension which if exercised under Article 22.4.1 or Article 22.4.3 will be effective from the date of the notice. During the period of any suspension the Director must not:
- 22.4.4.1 participate in a Board Meeting;
 - 22.4.4.2 authorise or incur expenditure on behalf of the Association;
 - 22.4.4.3 make use of any property belonging to or in use by the Association in his/her capacity as a Director;
 - 22.4.4.4 hold himself/herself out as a Director of the Association; or
 - 22.4.4.5 seek to commit the Association to any obligation.
- 22.4.5 On receipt of a complaint under Article 22.4.1 the Chair or the Vice-Chair must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Chair or Vice-Chair acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.

PART E. BOARD MEETINGS

23 FUNCTIONS OF THE BOARD

The Board must direct the Association's affairs in such a way as to promote the Objects. Its functions include:-

- 23.1 defining and ensuring compliance with the values and objectives of the Association;
- 23.2 establishing policies and plans to achieve those objectives;
- 23.3 approving each year's budget and accounts before publication;
- 23.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 29) and employees with proper systems of control;
- 23.5 monitoring the Association's performance in relation to its plans budget controls and decisions;
- 23.6 appointing (and if necessary removing) employees;
- 23.7 satisfying itself that the Association's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 23.8 ensuring that appropriate advice is taken on the items listed in Articles 23.1 to 23.7 and in particular on matters of legal compliance and financial viability.

24 POWERS OF THE BOARD

- 24.1 Subject to the Act and the Articles, the business of the Association is to be managed by the Board who may exercise all of the powers of the Association.
- 24.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

25 BOARD MEETINGS

- 25.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 25.2 Board Meetings may be called by any Director or the Secretary (if appointed) in both cases by agreement with the Chair.
- 25.3 There shall be a minimum of 2 Board meetings in each calendar year.
- 25.4 A minimum of 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom.
- 25.5 A Board Meeting which is called on shorter notice than required under Article 25.4 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 25.6 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 25.7, each Director is to have one vote.

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- 25.7 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 25.8 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

26 QUORUM FOR BOARD MEETINGS

- 26.1 The quorum for Board Meetings is 5 of the Directors for the time being.
- 26.2 A Director may be part of the quorum at a Board Meeting if he/she can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 26.3 The Board may act despite vacancies in its number but if the number of Directors is less than 3 then the Board may act only to take such action that is necessary to appoint Directors.
- 26.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to adjourn it to such other time and place as they decide and they must notify all Directors of the date, time and address of the adjourned Board Meeting.
- 26.5 If at the adjourned Board Meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least four) may act only to:
- 26.5.1 call a General Meeting;
 - 26.5.2 admit Directors under Article 19.7; and/or
 - 26.5.3 procure the appointment of Directors under Article 19.5 and/or Article 19.6.

but if there are less than four Directors present the adjourned Board Meeting will be dissolved.

27 CHAIR AND VICE-CHAIR

- 27.1 The Association must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair, if any, are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair, if any, may be re-elected by the Board.
- 27.2 The Chair and the Vice-Chair, if any, may resign from their positions at any time (without necessarily resigning as Directors at the same time).
- 27.3 Where there is no Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 27.1.
- 27.4 The Chair and the Vice-Chair, if any, may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he/she should not be removed.

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- 27.5 The Chair is to chair all Board Meetings and General Meetings at which he/she is present unless he/she does not wish or is not able to do so.
- 27.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless he/she is unwilling or unable to do so.
- 27.7 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.
- 27.8 The functions of the Chair are:-
- 27.8.1 to act as an ambassador for the Association and to represent the views of the Board to the general public and other organisations;
 - 27.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
 - 27.8.3 to give all Directors an opportunity to express their views;
 - 27.8.4 to establish a constructive working relationship with and to provide support for the employees;
 - 27.8.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
 - 27.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Association to be carried on effectively between Board Meetings;
 - 27.8.7 to ensure that the Board monitors the use of delegated powers; and
 - 27.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.
- 27.9 The role of the Vice-Chair, if any, is to deputise for the Chair during any period of his/her absence and, for that period, his/her functions shall be the same as those of the Chair.

28 PRESIDENT AND VICE PRESIDENTS

- 28.1 The Board may appoint a President of the Association.
- 28.2 The President is an honorary appointment and the President's role is to promote the Association, to act as an ambassador for the Association and to carry out any tasks agreed in advance with the Board.
- 28.3 The Board may appoint a Vice President or Vice Presidents of the Association.
- 28.4 Vice President is an honorary appointment and the role of the Vice President(s) is to be specified from time to time by the Board.
- 28.5 In relation to the appointment of both a President and Vice President(s) the Board has the discretion to specify terms of office and conditions of the appointment.

29 COMMITTEES AND WORKING PARTIES

29.1 The Board may:-

29.1.1 establish Committees consisting of those persons whom the Board decide;

29.1.2 delegate to a Committee any of its powers; and

29.1.3 revoke a delegation at any time.

29.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

29.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

29.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of appointment until the term of office for which he/she has been appointed expires or until he/she resigns or is removed by the Board from the Committee or Working Party.

29.5 The Board must determine the quorum for each Committee and Working Party it establishes.

29.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

29.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

30 MEMBERS' FORUM

30.1 The Members' Forum is an advisory body to consider issues of strategy or policy (or any other matter relating to the Association) put to it by the Board.

30.2 Subject to this Article 30 the governance of the Members' Forum including (without limitation) the quorum, the calling of meetings, membership, voting, the service of notices and appointment of a chair of the Members' Forum, will be decided from time to time by the Board.

30.3 Unless the Board decides otherwise only the Board may call a meeting of the Members' Forum.

30.4 The Members' Forum will consist of Members only although the Members' Forum may allow individuals who are not Members to one of its meetings as an observer on whatever terms the Members' Forum decides.

30.5 If and when the Members' Forum meets it must report back to the Board in writing on its findings/discussions (including a copy of the minutes of its meeting) as soon as is reasonably possible and in any case before the next Board meeting.

31 OBSERVERS

- 31.1 Subject to Article 31.4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.
- 31.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 31.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 31.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him/her is being considered.

32 DIRECTORS' WRITTEN RESOLUTIONS

- 32.1 A written resolution approved by 75% of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 32.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 32.3 A resolution under Articles 32.1 or 32.2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members.

PART F. OFFICERS

33 THE SECRETARY

- 33.1 The Board may decide whether or not a Secretary is appointed.
- 33.2 Where appointed, a Secretary may be removed by the Board at any time.
- 33.3 If a Director is appointed as Secretary he/she may only receive remuneration for acting in that capacity if such remuneration is authorised under Article 5.3.

34 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 34.1 The Association may indemnify any officer or employee (other than a Director) against any liability incurred by him/her in his/her capacity as such except when that liability is due to his/her own dishonesty or gross negligence.
- 34.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 34.3, the Association may indemnify any Director against any liability incurred by him/her in his/her capacity as such.
- 34.3 The indemnity provided to a Director in accordance with Article 34.2 may not include any indemnity against liability:-
 - 34.3.1 to the Association or a company associated with it;
 - 34.3.2 for fines or penalties; or
 - 34.3.3 incurred as a result of his/her unsuccessful defence of criminal or civil proceedings.
- 34.4 The indemnity provided to a Director in accordance with Article 34.2 may include the provision of funds to cover his/her legal costs as they fall due on terms that the Director in question will repay the funds if he/she is unsuccessful in his/her defence of the criminal or civil proceedings to which these costs relate
- 34.5 In respect to its auditor the Association may:-
 - 34.5.1 purchase and maintain insurance for his/her benefit against any liability incurred by him/her in his/her capacity as such; and
 - 34.5.2 indemnify him/her against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his/her favour or he/she is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him/her by the Court.

PART G. STATUTORY AND MISCELLANEOUS

35 MINUTES

- 35.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Directors present must be included in the minutes.
- 35.2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case no later than four weeks before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 35.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 35.4 The Board must keep minutes of all of the appointments made by the Board.

36 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 36.1 The Association must comply with the Act and the Directors must comply with their obligations as charity trustees under the Charities Act 2011 in:-
 - 36.1.1 preparing and filing an annual Directors' report and annual accounts and sending them to the Charity Commission; and
 - 36.1.2 making an annual return to the Registrar of Companies and the Charity Commission.
- 36.2 The Association must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 36.3 The annual Directors' report and accounts must contain:-
 - 36.3.1 revenue accounts and balance sheet for the last accounting period;
 - 36.3.2 the auditor's report on those accounts (if applicable); and
 - 36.3.3 the Board's report on the affairs of the Association.
- 36.4 The accounting records of the Association must always be open to inspection by a Director.

37 BANK AND BUILDING SOCIETY ACCOUNTS

- 37.1 All bank and building society accounts must be controlled by the Board and must include the name of the Association.
- 37.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

38 EXECUTION OF DOCUMENTS

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

- 38.1 two Directors;

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- 38.2 one Director and the Secretary (where appointed); or
 - 38.3 one Director in the presence of a witness who attests the Director's signature.

39 NOTICES

- 39.1 Except for notices calling Board Meetings (which may be in writing but do not have to be) notices under the Articles must be in writing. In this Article writing includes facsimile transmission or email.
- 39.2 A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 39.3 The Association may give a notice to a Member, Director or auditor either:
 - 39.3.1 personally;
 - 39.3.2 by sending it by post in a prepaid envelope;
 - 39.3.3 by facsimile transmission;
 - 39.3.4 by leaving it at his/her address; or
 - 39.3.5 by email.
- 39.4 Notices under Article 39.3.2 to 39.3.5 may be sent:-
 - 39.4.1 to an address in the United Kingdom which that person has given the Association;
 - 39.4.2 to the last known home or business address of the person to be served; or
 - 39.4.3 to that person's address in the Association's register of Members.
- 39.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 39.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 39.7 A copy of the notification from the system used by the Association to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.
- 39.8 A notice may be served on the Association by delivering it or sending it to the Registered Office.
- 39.9 The Board may make standing orders to define other acceptable methods of delivering notices.

40 STANDING ORDERS

- 40.1 Subject to Article 40;
 - 40.1.1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Association; and
 - 40.1.2 the Association in General Meeting may alter, add to or repeal the standing orders.

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- 40.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Members.
 - 40.3 Standing orders are binding on all Members and Directors.
 - 40.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

41 WINDING UP

- 41.1 The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Association after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Association be applied or transferred in any of the following ways:
 - 41.1.1 by transfer to one or more bodies established for exclusively charitable purposes that are the same or similar to the Objects;
 - 41.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
 - 41.1.3 in such other manner consistent with charitable status as the Charity Commission approves in writing in advance.
- 41.2 Subject to any such resolution of the Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Association after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Association be applied or transferred:
 - 41.2.1 by transfer to one or more bodies established for exclusively charitable purposes that are the same or similar to the Objects;
 - 41.2.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
 - 41.2.3 in such other manner consistent with charitable status as the Charity Commission approves in writing in advance.

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Registered Charity Number: 214440