

Company Number: 8319742

**MEMORANDUM OF ASSOCIATION
and
ARTICLES OF ASSOCIATION
of
THE ASSOCIATION OF AMERICAN STUDY ABROAD PROGRAMMES IN THE U.K.**

**Incorporated in England and Wales
on 2012 under the Companies Act 2006
as a company limited by guarantee**

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

THE ASSOCIATION OF AMERICAN STUDY ABROAD PROGRAMMES IN THE U.K.

PART 1

INTERPRETATION

1. Table A and model articles not to apply

No regulations or model articles set out in any statute or in any statutory instrument or other subordinate legislation concerning companies (whether currently or previously in force) shall apply to the Association, but the following shall be the Articles of Association of the Association.

2. Interpretation

2.1 In these Articles, unless the context requires otherwise:

"**address**" in relation to any electronic communication, includes any number or address used for the purpose of such communication;

"**AGM**" means an annual general meeting of the Association;

"**these Articles**" means these Articles of Association as originally adopted or altered or varied from time to time (and "**Article**" means one of these Articles);

"**Association**" means The Association of American Study Abroad Programmes in the U.K.;

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"**Board**" means the board of Directors for the time being of the Association or the Directors present or deemed to be present at a duly convened meeting of Directors at which a quorum is present;

"**CA 2006**" means, subject to Article 2.3 of these Articles, the Companies Act 2006;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Association, and, where the context requires, every other statute from time to time in force concerning companies and affecting the Association;

"**Director**" means a director for the time being of the Association;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**electronic form**" or "**electronic means**" have the meaning given to them in section 1168 of the CA 2006;

"**execution**" includes any mode of execution (and "**executed**" shall be construed accordingly);

"**financial expert**" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

"**financial year**" means the Association's financial year;

"**group undertaking**" has the meaning given in section 1161(5) of CA 2006;

"**honorary member**" means a person or organisation who is not a Member but who is given the status "honorary member" in accordance with Article 18.2;

"**indemnity insurance**" means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

"**material benefit**" means a benefit, direct or indirect, which may not be financial but has a monetary value;

"**member**" means a member of the Association or, where the context requires, a member of the Board or of any committee of the Board but does not include an honorary member;

"**Membership Fees**" mean the fees paid by the members to the Association as defined in Article 13;

"**the Objects**" means the Objects of the Association as defined in Article 3;

"**Office**" means the registered office for the time being of the Association;

"**Officers**" mean the Chair, the Deputy Chair, the Secretary and the Treasurer of the Association;

"**ordinary resolution**" has the meaning given in section 282 of CA 2006;

"**special resolution**" has the meaning given in section 283 of CA 2006;

"**subsidiary**" has the meaning given in section 1159 of CA 2006;

"**UK**" or "**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland;

"**working day**" has the meaning give to it in section 1173 CA 2006; and

"**writing**" or "**written**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 2.2 In these Articles, unless the context otherwise requires:
- 2.2.1 words in the singular include the plural, and *vice versa*;
 - 2.2.2 words importing the masculine gender include the feminine gender; and
 - 2.2.3 a reference to a person includes a body corporate and an unincorporated body of persons.
- 2.3 In these Articles, a reference to any statute or statutory provision shall include any orders, regulations or other subordinate legislation made under it and shall, unless the context otherwise requires, include any statutory modification or re-enactment of it for the time being in force and references to any EC Council Regulation shall be construed as relating to any amendment or re-adoption thereof for the time being in force.
- 2.4 Save as aforesaid, and unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as given to them in the Companies Acts.
- 2.5 The headings are inserted for convenience only and shall not affect the construction of these Articles.

PART 2

OBJECTS AND POWERS OF THE ASSOCIATION

3. Objects

The Objects of the Association are the advancement of education for the public benefit, in particular through supporting the provision of educational programmes and associated services and facilities in the United Kingdom by members of the Association to their students.

4. Powers

The Association has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular the Association has the power:

- 4.1 to represent the members of the Association;
- 4.2 to organise meetings and provide advice or information;
- 4.3 to carry out research;
- 4.4 to promote and support academic standards;
- 4.5 to raise funds;
- 4.6 to acquire and hold any real or personal property, and to sell, improve, manage, demise, let, mortgage, dispose of, turn to account to otherwise deal with the same, and to construct, maintain, repair or alter any building or works;
- 4.7 to accept (with or without conditions) and hold gifts, devises and bequests of real and personal property, and to exercise in relation thereto any of the powers specified in Article 4.6 above;
- 4.8 to borrow or raise monies upon such terms as may be deemed expedient, and subject to such consents as may be required by law to secure the payments of monies in such manner as may be thought fit, and in particular by the creation of any lien, mortgage or charge;
- 4.9 to co-operate with charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 4.10 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 4.11 to enter into any partnership or joint venture arrangement with any charity, body corporate, statutory authority, association or institution;
- 4.12 to purchase, acquire, merge with or undertake all or any property, liabilities and engagements of any charity;
- 4.13 to employ and remunerate such staff as may be necessary, and to establish and maintain or procure the establishment and maintenance of, and to subscribe to any pension or superannuation funds for the benefit of such staff, or provide pensions or allowances for such staff on their retirement, and to make grants to widows and dependents of staff;
- 4.14 to provide indemnity insurance for the Directors in accordance with, and subject to, all applicable laws;
- 4.15 to pay out of the funds of the Association the costs of forming and registering the Association both as a company and, if applicable, as a charity;
- 4.16 to undertake and execute any trusts necessary for the attainment of the Objects of the Association;
- 4.17 to make any donation either in cash or other property for the furtherance of the Objects of the Association;
- 4.18 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy regarding reserves;
- 4.19 to apply for, promote and obtain any Acts of Parliament, charters, privileges, concessions, licences or authorisations of any government, state, municipality, or other authority for enabling the Association to effect any of its Objects or for extending any of the Association's powers or for effecting any modification of the Association's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Associations;

- 4.20 to enter into any arrangement and co-operate with any governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies, or persons that may seem conducive to the Association's Objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Association may think desirable for the achievement of its Objects and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions;
- 4.21 to co-operate with practitioners, manufacturers, dealers, traders, and any other commercial enterprises, the press and other sources of publicity for the purpose of promoting the Objects of the Association;
- 4.22 to give financial support, either by means of payments under covenant or other agreement, or in such other manner as may be deemed expedient, to any charitable organisation or organisations whether corporate or otherwise whatsoever situate (notwithstanding that it may be a member of the Association) concerned with the furtherance of any or all of the Objects of the Association;
- 4.23 to deposit or invest the funds of the Association not immediately required for its purposes in or upon such investments, securities or property as the Directors think fit (but to invest only after obtaining such advice from a financial expert as the Directors consider reasonably necessary and having regard to the suitability of the investments in question and the need for diversification), 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);
- 4.24 to delegate the management of investments to a financial expert, but only on terms that:
 - 4.24.1 the investment policy is set down in writing for the financial expert by the Directors;
 - 4.24.2 timely reports of all transactions are provided to the Directors;
 - 4.24.3 the performance of the investments is reviewed regularly with the Directors;
 - 4.24.4 the Directors are entitled to cancel the delegation arrangement at any time;
 - 4.24.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.24.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
 - 4.24.7 the financial expert must not do anything outside the powers of the Association;
- 4.25 to arrange for investments or other property of the Association to be held in the name of a nominee company acting under the direction of the Directors or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.26 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.27 to insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association when required;
- 4.28 to enter into contracts to provide services to or on behalf of other bodies;
- 4.29 to establish or acquire subsidiary companies;
- 4.30 to do anything else within the law which promotes or helps to promote the Objects.

5. Use of Income

- 5.1 Any contribution, grant, donation or bequest shall be used exclusively in support of the Association's activities.
- 5.2 All cheques, drafts, money orders, notes or any other evidence of indebtedness issued in the name of the Association shall be signed by the Treasurer and/or any other Officer.
- 5.3 Any profits made by the Association shall be used to further the Objects of the Association and shall not under any circumstances be distributed to the members by means of dividend or any other method.

PART 3

THE DIRECTORS

6. The Directors

- 6.1 Subject to the articles, the Directors are responsible for the control of the Association and its property and funds, for which purpose they may exercise all the powers of the Association.
- 6.2 The subscribers to the Memorandum (being the Association's first Members) are also permitted to appoint the Association's first Directors. Subsequent Directors are elected by the members or co-opted by the Directors.

Appointment of Directors

- 6.3 The Board or the members may appoint a person who is willing to act as a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not exceed the number fixed as the maximum number of Directors in Article 6.4.
- 6.4 Unless otherwise determined by ordinary resolution, the number of Directors shall not be more than seven and shall not be less than four. The seven Directors shall consist of the four Officers and up to three other Directors.
- 6.5 A Director may not act as a Director unless he:
 - 6.5.1 is a natural person;
 - 6.5.2 is an authorised representative of a member;
 - 6.5.3 has signed a written declaration of willingness to act as a director of the Association; and
 - 6.5.4 is not impeded or otherwise prevented from acting as a Director by any legislation or regulations in force from time to time.

Retirement of Directors

- 6.6 Subject to the provisions of the CA 2006 or of these Articles:
 - 6.6.1 a Director appointed by the Directors under Article 6.3 shall retire at the end of the first AGM immediately following their appointment as a Director and if he is not re-appointed at that AGM he shall vacate office at the conclusion thereof;
 - 6.6.2 at every AGM, each Director who is not an Officer shall retire from office and if not re-appointed at such AGM they shall vacate the office at the conclusions thereof;
 - 6.6.3 the Deputy Chair and the Secretary shall retire from office at the end of the second AGM following their appointment as Deputy Chair and Secretary and may stand for re-election provided that they have served not more than one two year term in that particular office.
 - 6.6.4 the Chair and the Treasurer shall retire from office at the end of the third AGM following their appointment as Chair and Treasurer and may stand for re-election

provided that they have served not more than one three year term in that particular office.

- 6.7 If no person is appointed to act in the place of any Director who retires from office and who is not re-appointed and in consequence thereof the number of Directors would fall below the minimum number fixed by or in accordance with the Articles were the Director immediately to vacate office, he shall remain in office until the Association or the Board has appointed sufficient additional Directors to ensure that upon his retirement the minimum number of required Directors would remain in office.
- 6.8 No person, other than a Director retiring by rotation, may be appointed as a Director at a general meeting unless:
- 6.8.1 he is recommended for election by the Directors; or
- 6.8.2 not less than 14 and not more than 35 clear days before the date of the meeting, the Association is given proper notice. Proper notice must:
- (A) be signed by a member entitled to vote at the meeting;
 - (B) state the member's intention to propose the appointment of a Director;
 - (C) contain the details that, if the proposed Director were so appointed, the Association would have to file at Companies House; and
 - (D) be signed by the proposed Director to show his willingness to be appointed.
- 6.9 All members who are entitled to receive notice of a general meeting must be given not less than seven and not more than 28 clear days' notice of any resolution to be put to the meeting to appoint a Director other than a Director who is to retire by rotation.
- 6.10 In any case where the Association has no members and no Directors, the representatives of the last member to have ceased to exist have the right, by notice in writing, to appoint a person to be a Director.

Termination

- 6.11 A Director's term of office will automatically terminate if the Director:
- 6.11.1 ceases to be an authorised nominee of a member;
- 6.11.2 ceases to be a Director by virtue of any provision of the Companies Acts or becomes prohibited by law from being a director (as defined in the CA 2006);
- 6.11.3 becomes bankrupt or makes any arrangement or composition with that individual's creditors generally in satisfaction of that person's debts;
- 6.11.4 is incapable, whether mentally or physically, of managing his own affairs;
- 6.11.5 dies;
- 6.11.6 is absent without permission from three consecutive meetings of the Board without providing notice prior to the meeting to the Chair (or another Director) stating a reasonable ground for non-attendance;
- 6.11.7 resigns by written notice to the Board (but only if at least four Directors will remain in office); or
- 6.11.8 is removed by the members at a general meeting pursuant to CA 2006.
- 6.12 A technical defect in the appointment of a Director of which the Board is unaware at the time will not invalidate decisions taken at any meeting of the Board.

7. The Officers

- 7.1 The Officers shall consist of the Chair, Deputy Chair, Secretary and the Treasurer. The Officers shall be appointed in accordance with the provisions of Article 6.

The Chair

- 7.2 The Chair shall:

- 7.2.1 preside at all general meetings;
- 7.2.2 supervise the execution of the Association's policies; and
- 7.2.3 appoint chairs of all sub-committees members provided that a simple majority of the Board vote in favour of the appointment.

The Deputy Chair

- 7.3 The Deputy Chair shall fulfil the duties of the Chair in his absence and shall be responsible for any additional matters as requested by the Chair.

The Secretary

- 7.4 The Secretary shall:

- 7.4.1 take minutes of the Association's general meetings;
- 7.4.2 take minutes of the meetings of the Board;
- 7.4.3 keep a current and historic list of all members;
- 7.4.4 keep a current and historic list of sub-committee heads;
- 7.4.5 send to all members information which the Board reasonably believes is pertinent to them;
- 7.4.6 keep and maintain the Association's records and deliver up the same to the Board upon request.

The Treasurer

- 7.5 The Treasurer shall:

- 7.5.1 have custody of the Association's funds and shall have all monies deposited in the name and to the credit of the Association in depositories designated by the Board;
- 7.5.2 disburse the funds of the Association as directed in writing by the Board by taking proper vouchers for such disbursements and shall render at regular meetings of the Board an account of these transactions and the financial conditions of the Association; and
- 7.5.3 be responsible for the preparation of a written summary of income and expenditure for submission at the AGM and approval by the members.

8. Directors' Powers

- 8.1 The Directors shall manage the business of the Association and may exercise all the powers of the Association unless they are subject to any restrictions imposed by the Companies Acts, these Articles or any special resolution.

- 8.2 No alteration of the Memorandum, these Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.

Delegation by the Board

- 8.3 Subject to these Articles, the Board may, by a simple majority, delegate any of the powers conferred on it under these Articles:

- (a) two or more Directors or a sub-committee;
- (b) by such means (including by power of attorney);

- (c) to such an extent;
- (d) in relation to such matters; and
- (e) on such terms and conditions;

as it deems fit.

- 8.4 The terms of any such delegation must be recorded in writing.
- 8.5 The Board may impose conditions when delegating its powers, including (but not limited to) conditions that:
 - 8.5.1 the relevant powers are to be exercised exclusively by the sub-committee to which it delegates the power; and/or
 - 8.5.2 no expenditure may be incurred by the sub-committee on behalf of the Association except in accordance with a budget previously agreed with the Board.
- 8.6 If the Board so specify, any sub-committee may authorise further delegation of the Board's powers.
- 8.7 All acts and proceedings of any sub-committee must be fully reported to the Board as soon as reasonably practicable.
- 8.8 The Board may revoke any delegation in whole or in part, or alter its terms and conditions as it sees fit.

9. Sub-Committees

- 9.1 Membership of a sub-committee need not be limited to Directors and may include members of the Association.
- 9.2 The chair of any sub-committee (the "**Committee Chair**") shall:
 - 9.2.1 carry out the lawful instructions of the Board and or the Association's members;
 - 9.2.2 report on the sub-committee's activities to the Board and/or the members at general meetings;
 - 9.2.3 appoint a deputy chair to serve or vote on any resolution in his absence;
 - 9.2.4 not contract debts or commit the Association without the consent of the Board;
 - 9.2.5 keep written records of their activities and pass these records on to their successors or the Secretary upon termination of office.
- 9.3 All sub-committees must deliver up requests for funding to the Board to be submitted as part of the Association's annual financial report.
- 9.4 Sub-committees to which the Board delegates any of its powers must follow procedures which are based (so far as they are applicable) on the provisions in these Articles.

10. The Board's Proceedings

- 10.1 Subject to these Articles, the Board may regulate its proceedings as it thinks fit. A Director may, and the company secretary at the request of any Director shall, call a meeting of the Board.
- 10.2 Notice of the time, date and location of Board meetings shall be given no less than seven days in advance to all members of the Board but need not be in writing. If it is anticipated that the Directors participating in the meeting will not be in the same place, the notice must set out how it is proposed that they should communicate with each other during the meeting.
- 10.3 Notice of a Board meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Association not more than seven days after the date on which the meeting is held. Where such notice is given after the

meeting has been held, it does not affect the validity of that meeting, or of any business conducted at it.

- 10.4 The Board must hold at least four meetings each year.
- 10.5 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all the other participants. At least two meetings each year must be held at which at least four Directors are present in person at the same location.

Quorum

- 10.6 No business shall be transacted at a meeting of the Board unless a quorum is present, save for a proposal to call another meeting. A quorum at a meeting of the Board may be fixed by the Directors and unless so fixed at any other number shall be four.
- 10.7 If the total number of Directors for the time being is less than the quorum required, the Board must not take any decision other than a decision:
- 10.7.1 to appoint further Directors; or
- 10.7.2 to call a general meeting so as to enable the members to appoint further Directors.
- 10.8 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

Chair

- 10.9 If neither the Chair nor the Deputy Chair is able and willing to chair the meeting, then another Director chosen by the Directors present will preside at the meeting.

Participation in Board meetings

- 10.10 Subject to these Articles, Directors participate in a Board meeting, or part of a Board meeting, when:
- 10.10.1 the meeting has been called and takes place in accordance with these Articles; and
- 10.10.2 they can each communicate to the other Directors any information or opinions they have on any particular item of the business of the meeting.
- 10.11 In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how he communicates with the other Directors present at that meeting.
- 10.12 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place where the Chair is, or at such other location as the Directors shall determine.

Voting

- 10.13 Any decision of the Board must be either a simple majority decision at a meeting or a decision taken in accordance with Article 10.15.
- 10.14 Each Director has one vote on each issue, but in case of equality of votes the Chair has a second or casting vote.

Written Resolutions

- 10.15 A decision of the Board is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.

- 10.16 Such a decision may take the form of a resolution in writing, copies of which have been signed by each Director (other than any Conflicted Director) or to which each Director (other than any Conflicted Director) has otherwise indicated agreement in writing.
- 10.17 A decision may not be taken in accordance with Article 10.16 if the Directors would not have formed a quorum at the meeting.

Validity of the Board's decisions

- 10.18 Subject to Article 10.19, all acts done by the Board or a sub-committee shall be valid notwithstanding the participation in any vote of a Director:
- 10.18.1 who was disqualified from holding office;
 - 10.18.2 who had previously retired or who had been obliged by these Articles to vacate office;
 - 10.18.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;
- if without the vote of that Director and that Director being counted in the quorum, the decision has been made by a simple majority of Directors at a quorate meeting.
- 10.19 Article 10.18 does not allow a Director or a Connected Person to keep any benefit which may be conferred upon him by a resolution of the Director or of a sub-committee if, but for Article 10.18, the resolution would have been void or if the Director has not declared any interest in accordance with these Articles.

PART 4

CONFLICTS OF THE BOARD

11. Conflicts of Interest

- 11.1 Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:
- 11.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise interested;
 - 11.1.2 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 in which the Association is interested; and
 - 11.1.3 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 group undertaking in relation to the Association, or any body corporate in which any such group undertaking is interested,

and (i) he 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 undertaking or body corporate; (ii) he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Association as a result of any such office or employment or any such transaction or arrangement or any interest in any such undertaking or body corporate; (iii) he shall not be required to disclose to the Association, or use in performing his duties as a Director of the Association, any confidential information relating to such office or employment if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with such office or employment; (iv) he may absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude himself from information, which will or may relate to such office, employment, transaction,

arrangement or interest; and (v) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

11.2 For the purposes of this article:

11.2.1 a Director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a Director, officer or employee of any group undertaking in relation to the Association;

11.2.2 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;

11.2.3 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;

11.2.4 a Director need not disclose an interest if it cannot reasonably be regarded as likely to give rise to a conflict of interest; and

11.2.5 a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware).

11.3 The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

11.3.1 any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Association and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and

11.3.2 a Director to accept or continue in any office, employment or position in addition to his office as a Director of the Association and, without prejudice to the generality of sub-paragraph 11.3.1, may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that the authorisation is effective only if (i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

11.4 In relation to any such matter, office, employment or position that has been so authorised (subject to such terms and conditions, if any, as the Directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below):

11.4.1 the Director shall not be required to disclose to the Association, or use in performing his duties as a Director of the Association, any confidential information relating to such matter, or such office, employment or position if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with such matter, or that office, employment or position;

11.4.2 the Director may absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position; and

- 11.4.3 a Director shall not, by reason of his office as a Director of the Association, be accountable to the Association for any benefit which he derives from any such matter, or from any such office, employment or position.
- 11.5 A Director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted; and whether or not he does, his presence at the meeting shall be taken into account in calculating the quorum.
- 11.6 Subject to paragraph 11.7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
- 11.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

PART 5

RECORDS OF THE BOARD

12. Records of decisions to be kept

- 12.1 The Board must comply with the requirements of CA 2006 and any other relevant legislation in force from time to time as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies House information required by law, including (but not limited to):
- 12.1.1 annual returns;
 - 12.1.2 annual reports; and
 - 12.1.3 annual statements of account.
- 12.2 The Board must also keep proper records of:
- 12.2.1 all proceedings at meetings of the Board;
 - 12.2.2 all resolutions in writing;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained by the Association.
- 12.3 Accounting records relating to the Association must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by members who are not Directors if the Board so decides.
- 12.4 A copy of the Association's Articles, Memorandum and latest available statement of account must be supplied on request to any Director. Copies of the latest accounts must also be supplied in accordance with any relevant legislation in force from time to time to any other person who submits a written request to the Board and pays the Association's reasonable costs in respect of providing the same.

PART 6

MEMBERSHIP AND LIABILITY

13. Members

- 13.1 The Association must maintain a complete register of members.
- 13.2 The subscribers to the Memorandum are the Association's first members.

13.3 Membership is open to any entity interested in furthering the Objects of the Association who has been approved by the Directors and who meets the membership requirements set out in these Articles.

13.4 Membership to the Association is voluntary and is strictly non-transferable.

14. Application for membership and approval

14.1 The form and procedure for applying for membership to the Association shall be prescribed by the Board.

14.2 Admission to the Association's membership shall be decided by a simple majority of the Board upon receipt of a prospective member's application for membership.

14.3 The Board may only refuse a prospective member's application for membership if, acting reasonably, it considers it to be in the best interests of the Association to refuse the application.

14.4 The Board must inform the applicant in writing of the reasons for its refusal within 21 days of its decision.

14.5 The Board must consider any written representations the applicant may make about the decision. The Board's decision, following any written representations, must be notified to the applicant in writing but shall be final.

15. Liability of Members

15.1 The liability of the members shall be limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while that party is still a member or within one year after that party ceases to be a member, for:

15.1.1 payment of the Association's debts and liabilities contracted before that party ceases to be a member;

15.1.2 payment of the costs, charges and expenses of the winding up; and

15.1.3 the adjustment of the rights of the contributors amongst themselves.

16. Members' reserve power

16.1 The members may, by special resolution, direct the Board to take, or refrain from taking, specified action.

16.2 No such special resolution invalidates anything which the Board has done before the passing of the resolution.

17. Loss of Membership

17.1 A member shall cease to be a member of the Association if:

17.1.1 it ceases to exist;

17.1.2 it is declared insolvent or is subject to any insolvency proceedings; or

17.1.3 it resigns by providing written notice of the same to the Association unless, after the resignation, there would be less than two members.

17.2 The Board, by a two-thirds majority vote, has the power to revoke any member's membership for the following reasons:

17.2.1 any violation of these Articles;

17.2.2 any actions which the Board, acting reasonably, considers to be prejudicial to the Objects of the Association;

- 17.2.3 any lapse or loss of any of the requirements upon which a member's admission to membership of the Association is based;
- 17.2.4 any failure to pay in full annual membership fees, special fees, or any other fees or sums or in accordance with Article 23; and/or
- 17.2.5 use of the Association's information for personal and/or commercial gain.
- 17.3 If the Board revokes the membership of a member, the member will receive written notification of the revocation (a "**Revocation Notice**") as soon as reasonably practicable.
- 17.4 Where a member's membership has been revoked, the member may appeal in writing to the Board within one month of the date of the Revocation Notice. The appeal shall be heard by a sub-committee of the Board, consisting of two-thirds of the voting members of the Board and including at least two Officers. The Board's decision must be notified to the member in writing but shall be final.
- 17.5 Where membership is revoked, the member is not entitled to a refund for any fees paid to the Association.

PART 7

CLASSES OF MEMBERSHIP

18. Members' classes

- 18.1 Membership of the Association is split into three classes:
 - 18.1.1 Full Membership;
 - 18.1.2 Associate Membership; and
 - 18.1.3 Affiliate Membership.
- 18.2 The Board may invite any individual or organisation to be an Honorary Member and may, at any time, terminate such honorary membership. An Honorary Member shall be entitled only to such rights as the Board chooses to grant to such a person or organisation but shall not otherwise be treated as a Member of the Association. Honorary Members shall not be required to pay any Membership Fees to the Association and shall not have a right to call or vote at a General Meeting, nor shall they have the right to vote on Members' resolutions.
- 18.3 In addition, or in the alternative, to those classes of membership listed above, the Board may establish classes of membership with different rights and obligations and shall record the rights and obligations of these in the register of members.
- 18.4 The Board may not directly or indirectly alter the rights or obligations attached to a class of membership.
- 18.5 The rights or obligations attached to a class of membership may only be varied if:
 - 18.5.1 three-quarters of the members of that class consent in writing to the variation; or
 - 18.5.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
- 18.6 Provisions in these Articles relating to general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

19. Full Membership

- 19.1 Full Membership of the Association shall be open to colleges, universities and institutes of higher education headquartered in the United States of America, validly established there and duly accredited by one of the following agencies:
 - 19.1.1 Middle States Association of Colleges and Secondary Schools;
 - 19.1.2 New England Association of Schools and Colleges;

- 19.1.3 North Central Association of Colleges and Secondary Schools;
 - 19.1.4 Northwest Commission on Colleges and Universities;
 - 19.1.5 Southern Association of Colleges and Schools; and
 - 19.1.6 Western Association of Schools and Colleges.
- 19.2 Full Membership of the Association shall be open to consortia acting as an association of colleges, universities and institutes of higher education provided that all the entities belonging to the consortia meet the requirements for colleges, universities and institutes in accordance with Article 19.1.
- 19.3 All members with Full Membership of the Association must comply with all legal requirements applicable to the administration of study abroad in the United Kingdom.

20. Associate Membership

- 20.1 Associate Membership of the Association shall be open to organisations that are not duly accredited by the agencies listed in Article 19.1 above, but which accept students from colleges, universities and institutes of higher education accredited by the aforementioned agencies.
- 20.2 Where applicable, members must hold appropriate accreditation from an agency which has been approved by the UK Government to permit visas to be granted to students in the UK.
- 20.3 All members with Associate Membership of the Association must comply with all legal requirements applicable to the administration of study abroad in the United Kingdom.

21. Affiliate Membership

Affiliate Membership of the Association shall be open to organisations headquartered in the United Kingdom which share the Objects of the Association as set out in Article 3.

22. Representation

- 22.1 All members of the Association shall provide the Board with written notification of the natural person who shall act as that member's legal representative in all dealings with the Association.
- 22.2 The legal representative will not be entitled to represent the member in question at any meeting unless written notice pursuant to this Article 22 has been received by the Association at least two business days prior to the meeting.
- 22.3 Once written notice of the legal representative's authority has been received by the Association, that legal representative shall continue to represent the member until the Board receives written notice from the member to the contrary.
- 22.4 The legal representative referred to in Article 22.1 above, must notify the Association of any changes in their address or status as legal representative as soon as reasonably practicable.

23. Membership Fees and Special Fees

- 23.1 Annual membership fees may be levied on Full Members, Associate Members and Affiliate Members.
- 23.2 Annual membership fees for each financial year shall be determined by the Board by a simple majority of the Directors present and voting in favour at a meeting of the Board in the May prior to that year's AGM.
- 23.3 The Board will inform the members of any changes in the annual membership fees in the notice of AGM, sent out in accordance with Article 25.
- 23.4 Annual membership fees are payable by 15th October (the "**Payment Due Date**") and are strictly non-refundable.

- 23.5 Additional fees for conferences and meetings hosted or otherwise organised by the Association will be paid by each individual member who attends within 30 days of the date of the relevant conference or meeting, or such other time period as may be specified by the Directors.
- 23.6 Any failure to pay annual membership fees, special fees or any other fees or sums owed to the Association within 60 days of the Payment Due Date (where relevant) or by the date for fees due in accordance with Article 23.5 may result in the membership of the defaulting member being revoked by the Board.

PART 8 GENERAL MEETINGS

24. General Meetings

- 24.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the company secretary before the commencement of the meeting).

25. Notice

- 25.1 A general meeting may be called by the Board at any time or on the requisition of any member(s) pursuant to the provisions of the Companies Act.
- 25.2 The minimum notice period required to hold:
- 25.2.1 an AGM is twenty-one clear days; and
 - 25.2.2 a general meeting of the Association is fourteen clear days.
- 25.3 Notwithstanding Article 25.2 above, a general meeting may be called by shorter notice if it is so agreed by a simple majority of members entitled to attend and vote at the meeting who together hold not less than 90% of the total voting rights.
- 25.4 Notice of any general meeting must comply with the provisions of the CA 2006 and must indicate:
- 25.4.1 the proposed date and time of the meeting;
 - 25.4.2 where the meeting is to take place;
 - 25.4.3 the general nature of the business to be discussed at the meeting;
 - 25.4.4 if the meeting is to be an annual general meeting, this fact;
 - 25.4.5 if it is anticipated that Directors and/or members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting; and
 - 25.4.6 the rights of members to appoint a proxy in accordance with section 324 of the CA 2006.
- 25.5 Notice of a general meeting must be given to all members, the Board and the Association's auditors (if applicable).
- 25.6 Notice of a general meeting must be given to each member who is entitled to receive notice, but need not be in writing.
- 25.7 Notice of a general meeting need not be given to members who waive their entitlement to notice of that meeting, by giving notice to that effect to the Association not more than seven days before the date on which the meeting is held. Where such notice is given after the meeting has been held, it does not affect the validity of that meeting, or of any business conducted at it.

25.8 A technical defect in the appointment of a member of which the members are unaware at the time of the general meeting does not invalidate a decision taken at that meeting or a written resolution.

25.9 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive such notice due to an accidental omission by the Association.

26. Quorum

26.1 No business shall be transacted at a general meeting unless a quorum is present. There is a quorum at a general meeting if the number of members present in person or by proxy or (in the case of a corporation) by an authorised representative is at least:

26.1.1 10% of the number of members holding Full or Associate Membership; or

26.1.2 if the Association has less than 100 members holding Full or Associate Membership, ten members holding Full or Associate Membership.

26.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day the following week at the same time and place or to such time and place as the Board may determine, but no business shall be transacted at the adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

27. Chair

27.1 The Chair, or in his absence the Deputy Chair, shall preside as chair of the general meeting. If neither the Chair nor the Deputy Chair is present within fifteen minutes of the time appointed for the meeting, a Director nominated by the Directors shall chair the meeting. If there is only one Director present and willing to act, he shall chair the meeting.

27.2 If no Director is present and willing to chair the meeting within fifteen minutes of the time appointed for holding it, the members present in person or by proxy or (in the case of a corporation) by an authorised representative shall elect one of their number to be chair of the meeting.

28. Voting

28.1 Except where otherwise provided by these Articles or the Companies Act, every issue is decided by ordinary resolution.

28.2 Each Full Member and Associate Member represented by a legal representative as notified to the Association in accordance with Article 22.1 (where appropriate) or by proxy has one vote on each issue. Affiliated Members do not have the right to vote at general meetings.

28.3 If the number of votes for and against a proposal is equal, the chair of the meeting will have a casting vote.

28.4 The declaration by the chairman of the meeting of the result of a vote shall be conclusive unless a poll is demanded.

28.5 The result of the vote must be recorded in the minutes of the meeting, but the number or proportion of votes cast need not be recorded.

29. Errors and disputes

29.1 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.

29.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

30. Poll votes

- 30.1 A poll on a resolution may be demanded:
 - 30.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 30.1.2 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.
- 30.2 A poll may be demanded by:
 - 30.2.1 the chair of the meeting;
 - 30.2.2 the Board; or
 - 30.2.3 two or more members present in person or by proxy and having the right to vote on the resolution at the meeting.
- 30.3 A demand for a poll may be withdrawn if:
 - 30.3.1 the poll has not yet been taken; and
 - 30.3.2 the chair of the meeting consents to the withdrawal.
- 30.4 If the demand for a poll is withdrawn, the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 30.5 Polls must be taken immediately and in such a manner as the chair of the meeting directs.
- 30.6 The result of the poll must be recorded in the minutes of the meeting.

31. Written Resolutions

- 31.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
 - 31.1.1 a copy of the proposed resolution has been sent to every eligible member;
 - 31.1.2 a simple majority (or, in the case of a special resolution, a majority of not less than 75%) of members has signified its agreement to the resolution; and
 - 31.1.3 it is contained in an authenticated document which has been received at the Association's registered office within 28 days of the date of circulation.
- 31.2 Except where otherwise provided by the Articles or the Companies Acts, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose, the written resolution may be set out in more than one document.

32. Amendments to resolutions

- 32.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 32.1.1 notice of the proposed amendment is given to the Association in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 32.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 32.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 32.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 32.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

32.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

33. Attendance and speaking at general meetings

33.1 A person is able to exercise the right to speak at a general meeting on behalf of a member when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

33.2 A member is able to exercise the right to vote at a general meeting when:

33.2.1 that member is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

33.2.2 that member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other members attending the meeting.

33.3 The Board may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

33.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

33.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

33.6 The Directors may attend and speak at general meetings.

33.7 The chair of the meeting may permit other persons who are not:

33.7.1 members of the Association; or

33.7.2 otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting.

34. Adjournment

34.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

34.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

34.2.1 the meeting consents to an adjournment by way of an ordinary resolution; or

34.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

34.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

34.4 When adjourning a general meeting, the chair of the meeting must:

34.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

34.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

34.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Association must give at least seven clear days' notice of it (excluding the day of the adjourned meeting and the day on which the notice is given):

- 34.5.1 to the same persons to whom notice of the Association's general meetings is required to be given; and
 - 34.5.2 containing the same information which such notice is required to contain.
- 34.6 If no quorum is present at an adjourned meeting within fifteen minutes of the time specified for the start of that meeting, the members present in person or by proxy at that time shall constitute the quorum for that meeting.
- 34.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 35. Minutes of general meetings**
- Minutes of the previous meeting shall be sent to the person representing each member in accordance with Article 22.1 at the same time as notice of the subsequent general meeting.
- 36. Content of proxy notices**
- 36.1 Proxies may only validly be appointed by prior written notice delivered to the Board or company secretary not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates (a "**Proxy Notice**"), which:
- 36.1.1 states the name and address of the member appointing the proxy;
 - 36.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 36.1.3 is signed by or on behalf of the member appointing the proxy or is authenticated in such a manner as Directors may determine; and
 - 36.1.4 is delivered to the Association in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- In calculating the period mentioned in this Article, no account shall be taken of any part of any day which is not a working day.
- 36.2 The Association may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 36.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 36.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 36.4.1 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
 - 36.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 37. Delivery of Proxy Notices**
- 37.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it.
- 37.2 An appointment under a Proxy Notice may be revoked by delivering to the Association a written notice from the member given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 37.3 A notice revoking a proxy appointment takes effect only if it is delivered not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates. In calculating the period mentioned in this Article, no account shall be taken of any part of any day which is not a working day.

- 37.4 If a Proxy Notice is not executed by the member appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it, to execute it on the member's behalf.

PART 9

AGMs

38. AGM

- 38.1 The Association must hold an AGM in every year, in addition to any other general meetings held throughout the year. No more than fourteen months may pass between one AGM and the next.
- 38.2 At the AGM, members must:
- 38.2.1 receive and approve the Association's annual financial report for the previous financial year;
 - 38.2.2 receive a written report on the Association's activities from the Board;
 - 38.2.3 be informed of the retirement of those Directors who wish to retire or who are retiring as required under Article 6.6; and
 - 38.2.4 elect new Directors to fill the vacancies arising under Article 6.6.
- 38.3 The members may determine or otherwise deal with any other issues of business put before them by the Board and will vote on any matters set before them by the Board which requires their approval.

PART 10

ADMINISTRATIVE ARRANGEMENTS

39. Communications

- 39.1 Subject to these Articles, anything sent or supplied by or to the Association under these Articles may be sent or supplied in any way permitted by the CA 2006, which provides for documents or information authorised or required by any provision of that Act to be sent or supplied by or to the Association.
- 39.2 Notices and other documents to be served on members or the Board under the Articles or the CA 2006 may be served:
- 39.2.1 by hand;
 - 39.2.2 by post;
 - 39.2.3 by suitable electronic means; or
 - 39.2.4 through publication in the Association's newsletter or on its website.
- 39.3 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 39.4 A Director may agree with the Association that notices or documents sent to him in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

40. When notice or other communication is deemed to have been received

- 40.1 Any notice, document or information sent or supplied by the Association to the members or any of them:
- 40.1.1 by post, shall be deemed to have been received 24 hours after the time at which the envelope containing the notice, document or information was posted unless it

- was sent by second class post, or there is only one class of post, or it was sent by air mail to an address outside the United Kingdom, in which case it shall be deemed to have been received 48 hours after it was posted, and proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent;
- 40.1.2 by being left at a member's registered address, or such other postal address as notified by the member to the Association for the purpose of receiving Association communications, shall be deemed to have been received on the day it was left;
- 40.1.3 by electronic means, shall be deemed to have been received on the day on which it was sent, and proof that a notice, document or information in electronic form was addressed to the electronic address provided by the member for the purpose of receiving communications from the Association shall be conclusive evidence that the notice, document or information was sent; and
- 40.1.4 by making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this article or, if later, the date on which it is first made available on the website.
- 40.2 A technical defect in service of which the Board is unaware at the time does not invalidate decisions taken at a meeting.
- 41. Association seals**
- 41.1 Any common seal may only be used with the authority of the Board.
- 41.2 The Board may decide by what means and in what form any common seal is to be used.
- 41.3 Unless otherwise decided by the Board, if the Association has a common seal and it is affixed to a document, the document must also be signed by:
- 41.3.1 two Directors of the Association;
- 41.3.2 one Director of the Association and the company secretary; or
- 41.3.3 at least one person authorised in accordance with Article 41.4 below in the presence of a witness who attests the signature.
- 41.4 For the purposes of this Article, an authorised person is:
- 41.4.1 any Director of the Association;
- 41.4.2 the company secretary (if any); or
- 41.4.3 any person authorised by the Board for the purpose of signing documents to which the common seal is applied.
- 42. No right to inspect accounts and other records**
- 42.1 Except as provided by law or authorised by the Directors or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or documents merely by virtue of being a member.
- 43. Provision for employees on cessation of business**
- 43.1 The Board may decide to make provision for the benefit of persons employed or formerly employed by the Association or any of its subsidiaries (if any) (other than a Director or former Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Association or that subsidiary.

PART 11

DIRECTOR'S INDEMNITY AND INSURANCE

44. Indemnity

44.1 Subject to these Articles, a relevant Director of the Association or an associated body may be indemnified out of the Association's assets against:

44.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Association or an associated body;

44.1.2 any liability incurred by that Director in connection with the activities of the Association or an associated body in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006);

44.1.3 any other liability incurred by that Director as an officer of the Association or an associated body,

including by funding any expenditure incurred or to be incurred by him in connection with any liability referred to in this Article 44.1.

44.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law in force from time to time.

44.3 In this Article:

44.3.1 an associated body means any body corporate which is or was a subsidiary of the Association, or in which the Association or any subsidiary of it is or was interested; and

44.3.2 a "relevant Director" means any Director or former Director of the Association or an associated body.

45. Insurance

45.1 The Board 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.

45.2 In this Article:

45.2.1 a "relevant Director" means any Director or former Director of the Association or an associated body;

45.2.2 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 or any associated body; and

45.2.3 an associated body means any body corporate which is or was a subsidiary of the Association, or in which the Association or any subsidiary of it is or was interested.

PART 12

MISCELLANEOUS

46. Rules and regulations

46.1 The Board may from time to time make such reasonable and proper rules, bye-laws or regulations as it deems necessary or expedient for the proper conduct and management of the Association.

46.2 Any such rules, regulations and bye-laws may regulate the following matters, but are not restricted to them:

46.2.1 the admission of members to the Association (including the admission of organisations to membership) and the rights and privileges of such members, and

- the annual membership fees, special fees and other fees or payments to be made by members;
- 46.2.2 the conduct of members of the Association in relation to one another, and to the Association's employees and volunteers;
- 46.2.3 the setting aside of the whole or any part(s) of the Association's premises at any particular time(s) or for any particular purpose(s);
- 46.2.4 the procedure at general meetings and Board meetings in so far as such procedure is not regulated by the Companies Acts or by these Articles; and/or
- 46.2.5 generally, all such matters as are commonly the subject of company rules.
- 46.3 The Association, in general meetings, has the power to alter, add to or repeal its rules, regulations and/or bye-laws.
- 46.4 The Board shall adopt such means as it thinks sufficient to bring the rules, regulations and/or bye-laws to the notice of members of the Association.
- 46.5 The rules, regulations or bye-laws shall be binding on all members of the Association. No rule, regulation or bye-law shall be inconsistent with or shall affect or repeal anything contained in these Articles.

47. Disputes

- 47.1 If a dispute arises between members of the Association in connection with any act or omission of the Association or regarding the validity or propriety of anything done or not done by other members of the Association under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first make reasonable attempts, in good faith, to settle the dispute by alternate dispute resolution before resorting to litigation.

48. Dissolution

- 48.1 In order to dissolve the Association, a resolution must be passed at the annual general meeting or at an extraordinary general meeting by a simple majority of the members entitled to vote and present at the meeting.
- 48.2 The members of the Association may at any time before, and in expectation of, the Association's 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 same be applied or transferred in any of the following ways:
 - 48.2.1 directly in pursuance of the Objects of the Association as set out in Article 3 or for charitable purposes which are within or similar to the Objects;
 - 48.2.2 by transfer to any charity, association or other body, or charities, associations or bodies, established exclusively for charitable purposes within, the same as or similar to the Objects of the Association.
- 48.3 Where the members are unable to resolve the application or transfer of the Association's net assets, the Board may resolve that any net assets of the Association after all its debts and liabilities have been paid, or provision has been made for the same, shall on or before the dissolution of the Association be applied or transferred in any of the following ways:
 - 48.3.1 directly in pursuance of the Objects of the Association or for charitable purposes which are within or similar to the Objects;
 - 48.3.2 by transfer to any charity, association or other body, or charities, associations or bodies, established exclusively for charitable purposes within, the same as or similar to the Objects of the Association.
- 48.4 In no circumstances shall the net assets of the Association be paid to or distributed amongst its members (except to a member that is itself a charity). If no resolution is passed by the Association's members, the net assets of the Association shall be applied for charitable

purposes as directed by the Charities Commission for England and Wales or any body which replaces it.

49. Change of name

49.1 The Association's name may be changed by:

49.1.1 a decision of the Board; or

49.1.2 a simple majority in number of the members giving notice to change the Association's name, such notice to be given in writing signed by, or on behalf of, the members concerned and delivered to the registered office of the Association or delivered at a meeting of the Board or a general meeting of the Association.