

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
OF
THE INDEPENDENT SCHOOLS ASSOCIATION**

(Adopted by Special Resolution on 19 May 2023)

- A. The name of the company is "The Independent Schools Association" (hereinafter called the "**Association**").
- B. The registered office of the Association will be situate in England.

CONSTRUCTION AND INTERPRETATION

1 Construction

These Articles of Association shall be construed with reference to the Companies Act 2006 and unless expressly defined herein or the context otherwise requires words and expressions contained in these Articles shall bear the same meanings as in that Act or any statutory modification or re-enactment thereof for the time being in force.

2 Interpretation

The sub-headings shall not affect the construction of these Articles and unless the context otherwise requires the following words and expressions have the meanings hereby assigned to them:-

"Accounts" means the audited annual accounts of the Association including the auditors report and management letter and the Executive Council's report on the activities of the Association in respect of the Association's Financial Year.

"Accredited" means in relation to a registered Independent School or College that its standards have been and continue to be approved for membership to the Association, including a report acceptable to the Association from a government-approved inspectorate.

"the Act" means the Companies Act 2006 as amended from time to time.

"Affiliate" means a person or body elected to be an affiliate of the

	Association pursuant to Article 15.
“Area”	means any portion of the British Isles or overseas defined by the Executive Council for the purposes of these Articles of Association.
“Area Co-ordinator”	means the Councillor elected annually by the Full Members of an Area to be their area co-ordinator in accordance with Article 43.
“Articles”	means these Articles of Association.
“Associate”	means a person elected to be an Associate of the Association pursuant to Article 14.
“Association” or “ISA”	means the Independent Schools Association.
“Candidate”	means a person applying to be a Full Member, Associate or Affiliate of the Association as the context requires.
“Committee”	means a committee created by the Executive Council as set out in Article 48.
“Conditional Membership”	means the restricted membership rights imposed by the Executive Council on a Member, Associate or Affiliate in accordance with Articles 24 and 25.
“connected person”	means: <ul style="list-style-type: none"> (1) a child, parent, grandchild, grandparent, brother or sister of the Councillor; (2) the spouse or civil partner of the Councillor or of any person falling within paragraph (1) above; (3) a person carrying on business in partnership with the Councillor or with any person falling within paragraph (1) and (2) above; (4) an institution which is controlled: <ul style="list-style-type: none"> a. by the Councillor or any connected person falling within paragraph (1), (2) and (3) above; or b. by two or more persons falling within paragraph (4)a., when taken together; (5) a body corporate in which: <ul style="list-style-type: none"> a. the Councillor or any connected person falling within paragraph (1), (2) and (3) has a substantial interest; or b. two or more persons falling within paragraph (5)a. who when taken together, have a substantial interest; c. Sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition.
“Co-optee”	means a person co-opted on to the Executive Council by the Executive Council. Co-optees shall have the right to attend and speak at Executive Council meetings but

	shall not have a right to vote. Co-optees shall serve for a maximum of three years subject to annual confirmation by the Executive Council.
“Councillor”	means a member of the Executive Council.
“Elected Councillor”	means a Member elected to the Executive Council by the Members at an Annual General Meeting as an Elected Councillor pursuant to Article 44.
“Executive Council”	means the Association’s governing body.
“Financial Year”	means the Association’s financial year ending on 31 August in each year.
“Full Member”	means a full member of the Association appointed by the Executive Council in accordance with Article 13. On gaining membership of the Association the Full Member’s school or place of education or learning takes on the benefits of membership, agreed from time to time by the Executive Council. A serving Full Member is deemed to be the person in day-to-day control of an Independent School.
“Head”	means the sole person who is present at and in day to day control of an Independent School and “Headship” shall be construed appropriately.
“Honorary Member”	means an honorary member of the Association appointed by the Executive Council in accordance with Article 19.
“Honorary Officer”	means the holder for the time being of any of the offices mentioned in Article 40.
“Independent School”	means any place of learning (school or college) at which education is provided for 5 or more pupils/students and which is not controlled by a body or institution appointed by the Government or other regulatory or statutory body and is appropriately Registered.
“Independent Trustee”	means a former Full Member elected to the Executive Council as an Independent Trustee in accordance with Article 42.
“Member”	means a Full Member or an Honorary Member.
“Month”	means calendar month.
“Registered”	means a school or college registered with the Department for Education under Part 10 of the 2002 Education Act as may be amended or re-enacted, or a school or college registered with a body of similar overarching legislative stature in the UK or other jurisdictions as agreed from time to time by Executive Council.
“Regulations”	means any regulations prescribed by the Executive Council pursuant to Article 59.
“Secretary”	means any person appointed by the Executive Council to perform the duties of secretary of the Association and includes any deputy secretary.
“Subscription Year”	means the Association's year as regards subscriptions and

the terms of office of Councillors as set by the Executive Council pursuant to Article 20.1.

Words importing the masculine gender only include the feminine and vice versa.

Words importing the singular only include the plural number.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

LIABILITY OF MEMBERS

3 Limited liability

- 3.1 The liability of the Members is limited.
- 3.2 Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Association contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.05.

CONSTITUTION

4 Object

- 4.1 The object of the Association is the advancement of education by fostering the highest possible educational standards in independent schools through the promotion of fellowship and co-operation among Members, Associates and Affiliates of the Association and through co-operation with other bodies with similar charitable objects ("Object").

5 Powers

In furtherance of such object, the Association shall have the following powers:-

- 5.1 To advance and maintain due recognition by Government bodies and the general public of the importance of places of education and learning which are in the independent sector of education.
- 5.2 To assist and support Members, Associates and Affiliates of the Association by such means as the Association may determine from time to time.
- 5.3 To print, publish, issue and circulate such papers, periodicals, books, circulars and information on all matters relating to or affecting education, teaching, examinations and educational organisations as may be conducive to any of the objects of the Association.
- 5.4 To assist in the settlement and adjustment of disputes, differences and questions arising

between Members, Associates and Affiliates of the Association and other persons and bodies with whom they may have any professional relationship.

- 5.5 To act as governors, trustees or managers of any property endowment, legacy, bequest or gift for educational purposes and to apply donations and benefactions from time to time made or received.
- 5.6 To initiate and promote or oppose in Parliament or elsewhere, measures, legislative or administrative, affecting the interests and object of the Association.
- 5.7 To purchase, take on lease or in exchange, hire or otherwise acquire, real or personal, movable and immovable property of any kind and rights and privileges whether or not required for the Association's own occupation, to develop and improve the same and to alter, reconstruct, maintain and manage buildings and to deal with and dispose of its property in whatsoever manner as the Association shall determine.
- 5.8 To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and to invite and receive contributions whether by way of subscriptions donations legacies or otherwise.
- 5.9 To borrow money and to charge the Association's property in such manner as the Association shall deem expedient.
- 5.10 To invest any money belonging to the Association or held by the Association as Trustee in or upon such investments, securities or other forms of real or personal property as the Association may think fit and in all respects as if the Association was the owner beneficially but so that any money which the Association holds as Trustee other than for its general purposes shall only be invested in such manner as may be permitted by law having regard to the terms of the trust upon which such money is held.
- 5.11 To accumulate so far as permitted by law all or any part of the income of the Association by investing the same and the resulting income thereof (with power to vary such investments) but so that all or any part of the capital of the Association or such accumulations of income may at any time or times be used or applied for the purposes of the Association.
- 5.12 To make advances on loan (whether at interest or not) for the assistance of Members of the Association or persons or bodies of persons whether incorporated or not.
- 5.13 To give guarantees or provide security for any Member of the Association or any person or bodies of persons whether incorporated or not upon such conditions as the Association shall determine.
- 5.14 To employ and pay such officers, servants and professional or other advisers as the Association may think fit for the carrying on of its object and make such provision for them as the Association shall determine.
- 5.15 To grant pensions and retirement benefits to or for employees or former employees of the Association and to the widows, children and other dependants of deceased employees who are in necessitous circumstances and to pay or subscribe to funds or schemes for the provision of pensions and retirement benefits for employees and former employees of the Association, their widows, children and other dependants.
- 5.16 To establish, support or aid in the establishment and support of any association, institution, trust or charity and to give money or other property to any such association,

institution, trust or charity having objects similar to or related to the object of the Association.

- 5.17 To do all such other lawful things as may be incidental or conducive to the attainment of the object.

PROVIDED THAT:-

- (A) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law having regard to such trusts; and
- (B) The Association's object shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

6 Application of income and property

- 6.1 The income and property of the Association shall be applied solely towards the promotion of the Object.

- 6.2 No Councillor shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association PROVIDED THAT nothing herein shall prevent any payment in good faith by the Association:-

6.2.1 A Councillor is entitled to be reimbursed from the property of the Association or may pay out of such property reasonable expenses properly incurred by him when acting on behalf of the Association.

6.2.2 A Councillor may benefit from trustee indemnity insurance cover purchased at the Association's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

6.2.3 A Councillor may receive an indemnity from the Association in the circumstances specified in Article 79.

6.2.4 A Councillor may not receive any other benefit or payment unless it is authorised by Article 7

- 6.3 Subject to Article 7, none of the income or property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Association. This does not prevent a Member who is not also a Councillor receiving:

6.3.1 a benefit from the Association in the capacity of a beneficiary of the Association;

6.3.2 reasonable and proper remuneration for any goods or services supplied to the Association.

7 Benefits and Payments to Councillors and connected persons

- 7.1 General provisions

No Councillor or connected person may:

- 7.1.1 buy any goods or services from the Association on terms preferential to those applicable to members of the public;

- 7.1.2 sell goods, services, or any interest in land to the Association;
- 7.1.3 be employed by, or receive any remuneration from, the Association; or
- 7.1.4 receive any other financial benefit from the Association;

unless the payment is permitted by Article 7.2 or the Councillor or connected person obtains the prior written approval of the Executive Council and fully comply with any procedures it prescribes.

7.2 Scope and powers permitting Councillors' and/or connected persons' benefits

- 7.2.1 A Councillor or connected person may receive a benefit from the Association in the capacity of a beneficiary of the Association provided that a majority of the Councillors do not benefit in this way.
- 7.2.2 A Councillor or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Association where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 7.2.3 Subject to Article 7.3 a Councillor or connected person may provide the Association with goods that are not supplied in connection with services provided to the Association by the Councillor or connected person.
- 7.2.4 A Councillor or connected person may receive interest on money lent to the Association at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.2.5 A Councillor or connected person may receive rent for premises let by the Councillor or connected person to the Association provided that the Executive Council has approved the amount of the rent and the other terms of the lease and concluded that they are reasonable and proper. The Councillor concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 7.2.6 A Councillor or connected person may take part in the normal trading and fundraising activities of the Association on the same terms as members of the public.

7.3 Payment for supply of goods not provided in connection with services provided

The Association and its Councillors may only rely upon the authority provided by Article 7.2.3 if each of the following conditions is satisfied:

- 7.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Association and the Councillor or connected person supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the Association;
- 7.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- 7.3.3 The Executive Council is satisfied that it is in the best interests of the Association to contract with the supplier rather than with someone who is not a Councillor or connected person. In reaching that decision the Executive

Council must balance the advantage of contracting with the Councillor/connected person against the disadvantages of doing so;

- 7.3.4 The supplier is absent from the part of any Executive Council meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her with regard to the supply of goods to the Association;
 - 7.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum is present at the Executive Council meeting;
 - 7.3.6 The Executive Council records the reason for their decision in the minute book; and
 - 7.3.7 A majority of the Councillors then in office are not in receipt of remuneration or payments authorised by Article 7.
- 7.4 In Article 7.2 and 7.3 “Association” shall include any corporate body or trust in which the Association:
- 7.4.1 holds more than 50% of the shares; or
 - 7.4.2 controls more than 50% of the voting rights attached to the shares; or
 - 7.4.3 has the right to appoint one or more directors to the board of the corporate body or trust.

8 Declaration of Councillors’ interests

A Councillor must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement entered into with or by the Association which has not previously been declared. A Councillor must absent himself or herself from any discussions of the Executive Council where a conflict will or is reasonably likely to arise between his or her duty to act solely in the interests of the Association and any personal interest (including but not limited to any personal financial interest).

9 Conflicts of interest and conflicts of loyalties

- 9.1 If a conflict of interests arises for a Councillor because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the un-conflicted Councillors may authorise such a conflict of interests where the following conditions apply:
- 9.1.1 the conflicted Councillor is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 9.1.2 the conflicted Councillor does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
 - 9.1.3 the un-conflicted Councillors consider it is in the interests of the Association to authorise the conflict of interests in the circumstances applying.
- 9.2 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or

indirect benefit of any nature to a Councillor or to a connected person.

MEMBERS

10 Register of Members

The Executive Council shall cause to be kept a Register in which shall be entered the name, address and description of every Member of the Association stating whether they are a Full Member or an Honorary Member and whether they are a “quondam member” as described in Article 21.2.

11 Areas

The Members of the Association shall, for the purpose of administration and publicity, be grouped in such Areas as may from time to time be determined by the Executive Council.

12 Maximum Membership

The number of Members of the Association is hereby declared not to exceed 2,000 but the Executive Council may from time to time approve an increase in the number of Members.

13 Eligibility and Application for Full Membership

13.1 Candidates for Full Membership of the Association shall meet the following criteria:-

13.1.1 The Candidate must be the Head of the school;

13.1.2 The Candidate’s school must be an Independent School;

13.1.3 There must not be another Full Member of the Association at the Candidate’s school;

13.1.4 The Candidate’s school must, in the opinion of Executive Council, be of a suitable standard;

13.1.5 The Candidate and their school should be such that the Association is able to provide appropriate support to them; and

13.1.6 It must not be against the best interests of the Association to admit the Candidate into membership.

13.2 Every Candidate for membership shall:-

13.2.1 sign and forward to the Secretary an application in a form to be from time to time prescribed by the Executive Council agreeing to become a Full Member of the Association (if elected) and to conform to and be bound by these Articles and any Regulations; and

13.2.2 be duly appointed in such manner as the Executive Council may from time to time determine.

13.3 The decision of the Executive Council as to the appointment or rejection of any Candidate shall be final in all cases.

13.4 The Executive Council shall not usually admit a person to membership of the Association

in respect of more than one school. Where it has exercised its discretion in doing so, the Member will be liable for subscriptions from each school but may only vote once as outlined in Article 73.

ASSOCIATES AND AFFILIATES

14 Eligibility and Application for becoming an Associate

14.1 The Executive Council may admit as Associates such persons in the following categories as it may in each particular case determine:-

14.1.1 the professional business partner or partners of a Member;

14.1.2 a former Member who has retired and remains retired from teaching;

14.1.3 a former Associate who has retired and remains retired from teaching;

14.1.4 a person who is present at and who is either in day to day control of a separate part of an Independent School or who has management/leadership responsibility for an area within an Independent School for which there is already a duly elected Member;

14.1.5 a former Member who continues to work in a school without an ISA Member;

14.1.6 the owner or leader of a group of schools where schools in the group have headteachers who are Members of the Association; and

14.1.7 any other category/status of individual deemed appropriate by the Executive Council.

14.2 Associates shall enjoy such rights and privileges as shall be set out in the Regulations from time to time.

14.3 Every person who wishes to become an Associate shall sign and forward to the Secretary an application (in a form to be from time to time prescribed by the Executive Council) agreeing to become an Associate (if elected) and the manner of election of a person applying to be an Associate shall be determined from time to time by the Executive Council.

14.4 The Executive Council shall cause to be kept a Register of Associates in which shall be entered the name, address and description of every Associate.

14.5 The decision of the Executive Council as to the election or rejection of any Candidate for Associate Status shall be final in all cases.

15 Eligibility and Application for becoming an Affiliate

15.1 The Executive Council may admit as Affiliates such persons in the following categories as it may in each particular case determine:-

15.1.1 the Head of an overseas Independent School;

15.1.2 the Head of an Independent School that does not meet the criteria for full membership of the Association but who would benefit from links with the Association, or Head of a school not in Local Authority control;

15.1.3 a former Affiliate who has retired and remains retired from teaching;

- 15.1.4 a former Affiliate who continues to work in a non-Association school; and
- 15.1.5 any other category/status of individual deemed appropriate by the Executive Council.
- 15.2 Affiliates shall enjoy such rights and privileges as shall be set out in the Regulations from time to time.
- 15.3 Every person who wishes to become an Affiliate shall sign and forward to the Secretary an application in a form to be from time to time prescribed by the Executive Council agreeing to become an Affiliate (if elected) and the manner of election of a person applying to be an Affiliate shall be determined from time to time by the Executive Council.
- 15.4 The Executive Council shall cause to be kept a Register of Affiliates in which shall be entered the name, address and description of every Affiliate.
- 15.5 The decision of the Executive Council as to the election or rejection of any Candidate for Affiliate Status shall be final in all cases.

ELECTIONS OF MEMBERS, ASSOCIATES AND AFFILIATES

16 Notice of Election and Payment of Subscription

- 16.1 Upon the election of a Candidate as a Member, Associate or Affiliate the Secretary shall at once give him notice thereof and the Candidate shall within 30 days of the giving of such notice pay to the Association his subscription, either as a Member, Associate or Affiliate as provided within these Articles and no elected Candidate shall become a Member, Associate or Affiliate or participate in any of the privileges of the Association until such subscription shall have been paid.
- 16.2 If default shall be made in payment of the said subscription or any part thereof for a period of one month from the giving of notice as aforesaid the Executive Council may at any time during which such default shall continue by resolution revoke the election of the said Candidate as a Member, Associate or Affiliate as the case may be.

17 Members Associates and Affiliates bound by the Articles and any Regulations

Every Member, Associate and Affiliate shall observe and be bound by these Articles and any Regulations.

18 Membership and the Rights of Members, Associates and Affiliates to be personal

The rights and privileges of a Member, Associate or Affiliate shall not be transferable and shall cease on his death.

HONORARY MEMBERS

19 Honorary Members

- 19.1 The Executive Council may in their absolute discretion confer the courtesy title of Honorary Member upon any person who in their judgement has rendered long or distinguished service to the Association and may at any time and at the like discretion withdraw such title from any Member upon whom it shall have been conferred.

- 19.2 An Honorary Member shall not be liable for any subscription, but shall otherwise enjoy the same rights and privileges and be subject to the same liabilities and restrictions as Full Members of the Association, except the right to stand for election as an Elected Councillor.

SUBSCRIPTIONS

20 Periodicity and Payment

- 20.1 The commencement of the Subscription Year shall be the 1st day of September or such other date as may be determined by the Executive Council and notified to Members.
- 20.2 The Executive Council will arrange for letters notifying Members, Associates and Affiliates of their subscriptions to be sent out. All annual subscriptions shall be paid by within 15 days of the date of issue of annual subscription notices.

21 The amount of the Annual Subscription for Members, Associates and Affiliates

- 21.1 The annual subscription for each Member, Associate and Affiliate shall be such sum or sums as the Executive Council of the Association shall from time to time determine.
- 21.2 Any Member, Associate or Affiliate who has retired and remains retired from Headship or teaching may in lieu of paying their annual subscription prescribed pursuant to this Article 21 hereof pay a lifetime subscription of such amount as shall be determined by the Executive Council and having paid such lifetime subscription the Member, Associate or Affiliate shall become a "quondam member" and take on the benefits from time to time agreed by Executive Council and not be obliged to pay any further annual subscriptions.

CESSATION OF MEMBERSHIP, WITHDRAWAL, EXPULSION AND CONDITIONAL MEMBERSHIP

22 Bankruptcy, etc.

- 22.1 Any Member, Associate or Affiliate who shall become bankrupt or compound with his creditors or become of unsound mind (which includes lacking capacity under the Mental Capacity Act 2005) or a patient under any statute relating to mental health shall ipso facto cease to be a Member, Associate or Affiliate as the case may be.
- 22.2 Any Member who having been elected a Member either whilst he was the Head of an accredited Independent School or otherwise by reason of his status in an accredited Independent School ceases at any time to be the Head of such Independent School or loses such other status in respect of which he was elected, shall ipso facto cease to be a Member at such time. In such cases the Member's school shall continue to enjoy the benefits and status of a Member's school for an interregnum period, of not more than a year (such period may be extended at the discretion of the Executive Council), whilst arrangements are made for the transfer of membership to the new Head. If, for whatever reason, membership is not transferred within such period of one year, then the school will cease to enjoy the benefits associated with ISA membership at the end of the period of one year, unless extended at the discretion of Executive Council.

22.3 Any Associate or Affiliate who, having been elected an Associate or Affiliate from one or more of the categories set out in Articles 14 or 15 ceases at any time to satisfy the criteria shall at such time ipso facto cease to be an Associate or Affiliate.

23 Withdrawal

Any Member, Associate or Affiliate desiring to withdraw from the Association shall give to the Secretary notice in writing of their withdrawal on or before the 1st day of the month preceding the start of the Subscription Year. They will cease to be a Member, Associate or Affiliate on the day before the first day of that Subscription Year. If they fail to give the minimum notice above, they will continue to be a Member, Associate or Affiliate for that Subscription Year and shall be liable for the annual subscription for that Subscription Year.

24 Circumstances in which Member, Associate or Affiliate may be expelled or placed in Conditional Membership

24.1 The Executive Council may by resolution delegate its powers under this Article 24 to a Committee hereof and in such case all references to Executive Council in Article 24.2 to 24.4 hereof shall be deemed to be references to such Committee.

24.2 If any Member, Associate or Affiliate shall:

24.2.1 be prosecuted and convicted of a criminal offence (other than an offence under the Road Traffic Acts for which the maximum penalty is not more than 3 months' imprisonment); or

24.2.2 in the opinion of the Executive Council be guilty of conduct injurious to the interests of the Association or the wider community or which brings the Association or profession into disrepute or is negligent, or allows his school to engage in any such conduct; or

24.2.3 in the opinion of Executive Council be in serious breach of the Code of Practice (or similar document) as agreed and published by the ISC Heads' Associations that governs relationships between schools within their membership in such a way as to bring the Association into disrepute; or

24.2.4 be in breach of the regulations of the Association or these Articles

then; subject to the procedures in Articles 24.3 and 24.4, the Executive Council may resolve:-

(1) to place such Member, Associate or Affiliate into Conditional Membership for such period as they may think fit, or

(2) that he be expelled whereupon he shall cease to be a Member, Associate or Affiliate as the case may be, or

(3) make such other finding or impose such other sanction (not involving the payment of money) in respect of such Member, Associate or Affiliate as the Executive Council shall think fit.

24.3 Before any decision is taken upon disciplinary action against any Member, Associate or Affiliate under the provisions of this Article, 14 clear days' notice in writing shall be given to the Member, Associate or Affiliate as the case may be of the meeting at which such

question will be taken into consideration and he shall then have a proper opportunity of offering any explanation which he may desire to make.

24.4 A decision expelling a Member, Associate or Affiliate or imposing some other disciplinary sanction under the provisions of this Article shall be communicated in writing to him within two weeks of the date of such decision and shall be final and binding on the Member, Associate or Affiliate as the case may be unless within 7 days of the receipt thereof the Member, Associate or Affiliate shall serve upon the Secretary a notice in writing stating that he wishes to appeal against the decision.

24.4.1 If a Member, Associate or Affiliate shall give such notice, then the Executive Council shall cause the matter to be brought before a Committee of the Executive Council ("**the Appeal Committee**") consisting of such persons, being not less than three and not more than five in number, as shall be appointed by the Executive Council for the purpose of deciding appeals or in the absence of any such appointment as shall be appointed by the Chair for the time being of the Association. The Appeal Committee shall consider the appeal and the Member, Associate or Affiliate shall be entitled to attend and make representations thereto. The decision of the Appeal Committee shall be final and binding upon the Member, Associate or Affiliate and all other persons.

24.4.2 Pending the decision of the Appeal Committee the Member shall be placed into Conditional Membership if the decision at first instance was expulsion.

25 Consequences of Expulsion or Conditional Membership

25.1 Any Member, Associate or Affiliate placed into Conditional Membership in accordance with the terms of Article 24 shall be deprived of the right to attend and vote at meetings of the Association but shall remain liable to pay his annual subscription or a proportionate part thereof according to time (as the case may be and as determined by Executive Council) during the period of Conditional Membership.

25.2 Any Member, Associate or Affiliate who has been expelled shall not have returned to him his subscription for the current Subscription Year.

26 Arrears of Subscription

26.1 If the subscription of any Member, Associate or Affiliate shall be in arrears for more than 2 months:-

26.1.1 the Executive Council may by resolution place such Member, Associate or Affiliate into Conditional Membership and remove all or any of the privileges of the Association (including attending and/or voting at general meetings), until all subscriptions due from the Member, Associate or Affiliate as the case may be to the Association shall have been paid; and

26.1.2 whether or not the Member, Associate or Affiliate shall have been placed into Conditional Membership as aforesaid the Executive Council may cause to be sent to such Member, Associate or Affiliate a notice requiring him to pay all subscriptions due from him to the Association within such period as may be prescribed by the notice (not being less than 14 days from the date thereof) and if, at the expiration of such notice it shall not have been complied with, the Member, Associate or Affiliate as the case may be shall cease to be a Member,

Associate or Affiliate as the case may be.

26.2 The Executive Council may charge interest at a reasonable rate on all unpaid subscriptions for the period that they remain unpaid and may levy any other reasonable fees or charges on the Member, Associate or Affiliate as is reasonable and appropriate.

26.3 Any resolution of the Executive Council setting the interest rate or levying charges under the provisions of Article 26.2 is appealable by the Member, Associate or Affiliate in accordance with Article 24; all other decisions of the Executive Council made pursuant to this Article shall be final and binding upon the Member, Associate or Affiliate as the case may be and all other persons.

27 Ex-Members', Ex-Associates' and Ex-Affiliates' forfeiture of rights

Any person who shall by any means cease to be a Member, Associate or Affiliate shall at once forfeit and lose all interest in or claim upon the Association and its property but shall nevertheless not be freed from his liability under the Articles, nor shall the Association be deprived of its power to sue him for any subscription or other moneys which at the time of his ceasing to be a Member, Associate or Affiliate may be due from him to the Association.

28 Conditional Membership and termination of Membership upon loss of accreditation and Re-admission of former Member, Associate or Affiliate

28.1 The Executive Council shall whenever, in its absolute discretion, it may so determine review the standards of Independent Schools in respect of which Members have been elected and may make regulations for the inspection of such Independent Schools on such terms and conditions as it thinks fit including the levy of any charge in respect of any review or inspection and Members shall procure that the Executive Council and its representatives are enabled to inspect such Independent Schools in a full and free manner for the purposes of carrying out reviews pursuant to this Article 28. Failure to agree to an inspection after due notice may lead to the Conditional Membership or expulsion of the Member as the Executive Council shall determine in its absolute discretion.

28.2 Subject to Article 28.4, if the Executive Council, in its absolute discretion, determines as a result of any review of the standards of an Independent School by the Association or by a government-approved inspectorate (including the issue of a Statutory Notice to Improve from the Department for Education or similar regulatory body in the relevant jurisdiction) that such school has ceased to meet the standards approved by the Independent Schools Association in order to be accredited (and the determination of the Executive Council shall be final and conclusive) the Executive Council may by notice in writing to the Member connected with such School as the case may be place the Member into Conditional Membership on such terms and conditions as it thinks fit or it may by notice in writing to the Member connected with such School determine the Membership of such Member in its absolute discretion and upon determination of Membership as aforesaid the Member shall forthwith cease to be a Member provided that any Member of the Executive Council who is a Member connected with such School shall not vote on or discuss any resolution proposed at a meeting of the Executive Council relating to the Conditional Membership or determination of his membership of the Association pursuant to this Article 28.2.

- 28.3 Any Member placed into Conditional Membership pursuant to Article 28.2 shall still be liable to pay his annual subscription to the Association.
- 28.4 A decision expelling a Member under the provisions of this Article 28 shall be communicated in writing to him within two weeks of the date of such decision and shall be final and binding on the Member as the case may be unless the Member within 7 days of the receipt thereof he shall serve upon the Secretary a notice in writing stating that he wishes to appeal against the decision in which case the appeal shall be dealt with in accordance with Article 24..
- 28.5 The Executive Council may re-admit to Membership or as an Associate/Affiliate any person who shall at any time and by any means have ceased to be a Member, Associate or Affiliate upon such terms and conditions as they think fit.

MANAGEMENT

29 Management to be by the Executive Council

The business of the Association shall be managed by the Executive Council who may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and as are not by statute or by these Articles required to be exercised or done by the Association in general meeting.

30 Local Management by Area Committees

The local management of each Area may, at the discretion and subject to the approval and control of the Executive Council, be vested in a committee elected by the Members of such Area. The membership and terms of reference of such committee shall be approved by the Executive Council and the affairs of such Area committee shall be regulated by such of the provisions of these Articles and any Regulations as may appropriately be applicable thereto.

HONORARY PRESIDENT

31 Election of President

The Executive Council may at its discretion recommend for election at the next AGM a President who shall normally serve for five years (unless determined otherwise by the Executive Council) and may be subject to re-election by Members.

32 Casual Vacancies and Removal of the President

- 32.1 In the event of a casual vacancy of the President occurring mid-term, the vacancy shall not be filled and the Executive Council shall recommend a new candidate for President for election at the subsequent AGM in accordance with Article 31.
- 32.2 The Executive Council may at its discretion and by resolution at any time resolve that the President shall be removed from office and the President shall cease to be the President from the date specified in the resolution or if none, the date of the resolution itself.

THE SECRETARY

33 Appointment of the Secretary

- 33.1 The Secretary shall be appointed by the Executive Council for such time at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The Executive Council may from time to time by resolution appoint an assistant or deputy secretary and any person so appointed may act in place of the Secretary.
- 33.2 The duties of the Secretary shall be to keep the Register of Members in accordance with Article 10; to make all necessary arrangements for meetings of the Association and the Executive Council; to attend and keep proper minutes of such meetings; to prepare the Annual Report of the Association; to visit schools and also to do so when so required by the Executive Council and generally to supervise the administration and publicity of the Association in accordance with the policy determined by the Executive Council.

OTHER OFFICERS AND EMPLOYEES

34 Appointment of Officers and Employees

- 34.1 The Executive Council may at their discretion appoint such officers and/or employees as may from time to time seem to them necessary or desirable and such officers and employees may be appointed upon such terms and conditions and at such remuneration as the Executive Council may think fit and any person so appointed may subject to any agreement subsisting between him and the Association be removed by the Executive Council.
- 34.2 The duties of any person so appointed shall be such as may from time to time be prescribed by the Executive Council.

THE EXECUTIVE COUNCIL

35 The Executive Council

- 35.1 The Councillors are the directors of the Association (within the meaning of Part 10 and otherwise of the Companies Act 2006) and charity trustees as defined by section 177 of the Charities Act 2011.
- 35.2 The Executive Council is the board of directors of the Association.

36 Membership of the Executive Council

- 36.1 The Executive Council shall unless otherwise determined by the Association in general meeting consist of:-
- 36.1.1 the three Honorary Officers for the time being;
 - 36.1.2 up to three Independent Trustees elected in accordance with the provisions of Article 42;
 - 36.1.3 the Area Co-ordinators elected in accordance with the provisions of Article 43;
 - 36.1.4 [fourteen] Elected Councillors; and

36.1.5 not more than three Co-optees.

37 No Age Limit for Members of the Executive Council

- 37.1 A person may be appointed or elected as a Councillor provided he has attained the age of 16.
- 37.2 No Councillor shall be required to vacate his office by reason of his attaining or having attained the age of 70 years or any other age.

38 Vacation of office by Councillors

The office of a Councillor shall be vacated:-

- 38.1 if a Bankruptcy Order is made against him or he makes any arrangement or composition with his creditors;
- 38.2 if he becomes incapable by reason of mental disorder (which includes lacking capacity under the Mental Capacity Act 2005) or a patient under any statute relating to mental health, illness or injury of managing and administering his own affairs;
- 38.3 if he ceases to be a Member (or, in the case of an Independent Trustee a former Member) of the Association;
- 38.4 if by notice in writing to the Association he resigns his office but only if at least two Councillors will remain in office when the notice of resignation takes effect;
- 38.5 if he ceases to hold office by reason of any provision in the Act or is prohibited by law from being a director;
- 38.6 if he is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011; or
- 38.7 if without leave of the Executive Council he absents himself from the meetings thereof for a period of six consecutive months or fails to attend the majority of Executive Council meetings in the Year, and the Executive Council resolves that by reason of such absence he shall cease to be a Councillor.

39 Members power to remove Councillors

In addition and without prejudice to the provisions of Sections 168 - 169 of the Act, the Association may by ordinary resolution whereof special notice shall have been given in accordance with Sections 168 - 169 of the Act remove any Councillor before the expiration of his period of office.

HONORARY OFFICERS

40 Appointment of Honorary Officers

- 40.1 The Honorary Officers of the Association shall be the chair of the Association, the incoming vice-chair and outgoing chair, each position being held for one year. The Members shall elect the incoming vice-chair from the Full Members at the annual general meeting of the Association.
- 40.2 All Honorary Officers shall be Members of the Association but need not be Area Co-

ordinators.

- 40.3 The vice-chair shall assume office on the first day of the Subscription Year following their election. They shall automatically become the chair on the first day of the next Subscription Year and again automatically become the outgoing chair on the first day of the next Subscription Year after that. Honorary Officers are not eligible for re-election.
- 40.4 A person may not hold more than one office at the same time.
- 40.5 Nominations for the vice-chair shall be made in writing signed by a Member (other than the nominee) and sent to the Secretary at least 14 clear days before the annual general meeting.
- 40.6 The Executive Council may fill any casual vacancy in the Honorary Officers occurring through death, resignation or otherwise from the remaining Councillors.

41 Duties of the Honorary Officers

Subject to any varying or contrary directions or instructions which may from time to time be given by the Executive Council, the duties of the Honorary Officers of the Association shall be as follows:-

- 41.1 the chair of the Association shall preside at all meetings of the Executive Council and general meetings, including the annual general meeting of the Association;
- 41.2 the vice-chair of the Association shall take the place of the chair of the Association if at any time the latter shall be absent or unwilling to preside at any meeting and shall in that event fulfil the duties of his office; and
- 41.3 the outgoing chair of the Association shall perform such duties as may be determined by and in accordance with the instructions of the Executive Council from time to time.

INDEPENDENT TRUSTEES

42 Election of Independent Trustees

- 42.1 Candidates for election as Independent Trustees shall be nominated by Executive Council following a selection process set out in the Regulations. The Members are not able to add to the candidates for Independent Trustee unless the Executive Council has resolved expressly to open up that option for the cycle of elections in that Year.
- 42.2 Candidates for Independent Trustee must be former Full Members of the Association and must not have been an employee of the Association within the five years prior to the AGM at which the election takes place.
- 42.3 Independent Trustees shall be elected by Members at the annual general meeting of the Association.
- 42.4 Independent Trustees shall, upon election at the annual general meeting, assume office at the commencement of the Subscription Year and shall retire after serving three years in post. Independent Trustees are not eligible for re-election.
- 42.5 There shall not more than three Independent Trustees in post at any one point in time.
- 42.6 Independent Trustees shall be Councillors.

- 42.7 A vacancy in the number of Independent Trustees may be filled by the Executive Council. Any Independent Trustee so appointed shall hold office until the next Subscription Year.

AREA CO-ORDINATORS

43 Election of Area Co-ordinators

- 43.1 Prior to the holding of the Association's annual general meeting in each year the Members of each Area shall elect one Member of that Area to be their Area Co-ordinator. Their election shall be reported to the Secretary who will announce the result at the annual general meeting.
- 43.2 Area Co-ordinators shall be Councillors.
- 43.3 The Area Co-ordinators shall assume office at the beginning of the Subscription Year following the annual general meeting at which their election was duly reported by the Secretary in accordance with Article 40 and retire at the end of that Subscription Year.
- 43.4 If as respects any Area no notification has been received by the start of the annual general meeting of the election of an Area Co-ordinator for that Area then a vacancy will arise which may be filled in accordance with Article 43.6.
- 43.5 An Area Co-ordinator shall on retirement be eligible for re-election.
- 43.6 A vacancy in the Area Co-ordinators may be filled by the Members of the Area which the Area Co-ordinator represented electing another of their Members as Area Co-ordinator to fill the vacancy. The election shall be reported to the Secretary who shall notify the Executive Council. The new Area Co-ordinator shall take office on the date their election was reported to the Secretary and shall retire on the day before the start of the next Subscription Year.

ELECTED COUNCILLORS

44 Election of Elected Councillors

- 44.1 The Secretary will, in the notice convening each annual general meeting, set out the number of vacancies for Elected Councillors and invite nominations to fill the vacancies.
- 44.2 No person shall be eligible for election as an Elected Councillor at any annual general meeting unless they are a Full Member and there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the Meeting for which such notice is given of his intention to propose such Full Member for election at least 14 clear days before the day appointed for the meeting which notice shall also be signed by the Full Member being proposed confirming their willingness to be elected.
- 44.3 The Elected Councillors shall be elected from the candidates by the Members at the annual general meeting. If there are less candidates than vacancies, all the candidates shall be appointed as Elected Councillors. If there are more candidates than vacancies, the successful candidates shall be chosen by a vote of the Members at the annual general meeting.
- 44.4 Elected Councillors shall serve for three years from the first day of the Subscription Year

following the annual general meeting at which they were elected and retiring on the day before the first day of the Subscription Year three years later.

- 44.5 A casual vacancy amongst the Elected Councillors may be filled by a Full Member appointed by the Executive Committee. They shall hold office until the day before the start of the next Subscription Year.

PROCEEDINGS OF THE EXECUTIVE COUNCIL

45 Procedure of the Executive Council

The Executive Council may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, six shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chair of the meeting shall have a second or casting vote. A meeting may be held by suitable electronic means agreed by the members of the Executive Council in which each participant may communicate with all the other participants.

46 Convening and Notice of Meetings of the Executive Council

- 46.1 The Secretary shall convene a meeting of the Executive Council when required to do so by notice in writing given to him by the Chair of the Executive Council or by a majority of the Honorary Officers or by not less than five Councillors and shall in any event convene at least three meetings of the Executive Council in every calendar year.
- 46.2 Five clear days' notice shall be given to every Councillor of a meeting convened under the provisions of this Article but it shall not be necessary to give notice of any meeting of the Executive Council to a Councillor who is absent from the United Kingdom.

47 Powers of the Executive Council

A meeting of the Executive Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions vested in the Executive Council pursuant to Article 29.

48 Delegation to Committees by the Executive Council

- 48.1 The Executive Council may delegate any of their powers to Committees consisting of such Councillors and Members of the Association as they think fit. The Executive Council shall:
- 48.1.1 Appoint the Committee members;
 - 48.1.2 Appoint the chair of the Committee;
 - 48.1.3 Set the quorum for Committee meetings; and
 - 48.1.4 Set the Committee's terms of reference.
- 48.2 Any Committee so formed shall, in the exercise of the powers so delegated, conform to the terms of reference imposed on it by the Executive Council. The meetings and proceedings of any such Committee shall be governed by the provisions of these Articles and any Regulations for regulating meetings and proceedings of the Executive Council

so far as applicable and so far as the same shall not be superseded by the Committee's terms of reference.

- 48.3 The appointment of any such Committee may at any time be revoked by the Executive Council and in such case the powers delegated to such a Committee shall no longer be exercisable by them.

49 Validity of acts by the Executive Council and Committees

- 49.1 Subject to Article 49.2, all acts bona fide done by the Executive Council or any Committee thereof or by any person acting as a member of such body shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of such body or persons or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every member of such body or person had been duly appointed and qualified to be such.
- 49.2 Article 49.1 does not permit a Councillor or a connected person to keep any benefit that may be conferred upon him by a resolution of the Executive Council or any Committee thereof unless the benefit is made in accordance with Articles 6 and/or 7.

50 Written resolutions of the Executive Council and Committees

A resolution in writing signed by three quarters of all the Councillors as regards any Executive Council or three quarters of all the Councillors on any Committee as regards that Committee shall be as valid and effectual as if it had been duly passed at a meeting of such body duly convened and constituted.

51 Minutes of Meetings of the Executive Council and Committees

The Executive Council and every Committee thereof shall cause to be kept proper minutes of their proceedings and all business transacted at such meetings and any such Minutes of any meeting if purported to be signed by the chair of such meeting or by the chair of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

52 Emergency Action

The Executive Council may specify in the Regulations how emergency action may be taken by the Association where it is not possible or impractical to convene and hold a meeting of the Executive Council to decide the matter.

REGULATIONS

53 Regulations

The Executive Council may from time to time make alter and revoke Regulations relating to the management of the Association the exercise of its privileges and the professional conduct of its Members, Associates and Affiliates as the Executive Council may think fit and proper provided that such Regulations shall not be inconsistent with these Articles.

GENERAL MEETINGS

54 The Annual General Meeting and other general meetings

54.1 The Association shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Executive Council and shall specify the meeting as such in the notices calling it provided that every annual general meeting shall be held not more than 15 months after the holding of the last preceding annual general meeting.

54.2 All general meetings other than annual general meetings shall be called extraordinary general meetings. The Executive Council may convene an extraordinary general meeting whenever they think fit and must also convene an extraordinary general meeting upon the request of Members pursuant to Sections 303-305 of the Act.

55 Virtual and Hybrid General Meetings

The Association may hold virtual or hybrid general meetings provided that all the Members attending are able to:

55.1 hear the proceedings;

55.2 speak and be heard at the meeting;

55.3 vote in real time using an online platform.

56 The Business of an Annual General Meeting

The business of the annual general meeting and the order thereof shall be as follows, but the Members present at any such meeting may by resolution vary such order:-

56.1 the approval of the minutes of the previous annual general meeting;

56.2 the election of President, as and if required;

56.3 the presentation by the Secretary of his annual report;

56.4 the presentation of the Accounts for the previous Financial Year;

56.5 the election of Honorary Officers, as and if required;

56.6 the election of Independent Trustees, as and if required;

56.7 the election of the Elected Councillors in the place of those retiring; and

56.8 the consideration of any special business for which proper notice has been given.

57 Notice of Meetings

21 clear days' notice in writing shall be given of every annual general meeting and of every extraordinary general meeting convened to pass a special resolution, and 14 clear days' notice in writing shall be given of every other special general meeting. The notice shall specify the place, the day and the hour of the meeting, and the general nature of the business to be undertaken thereat. Notice shall be given in manner hereinafter mentioned to such persons including the auditors as are under these Articles or under the Act entitled to receive such notices from the Association. However, shorter notice may be given with the consent of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act.

58 Accidental failure to give notice of general meetings

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

PROCEEDINGS AT GENERAL MEETINGS

59 Quorum for general meetings

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided 20 Members present in person or by proxy shall be a quorum. If the number of Members at any time diminishes below 20, the proceedings shall be suspended for 15 minutes. If the quorum be then made up the business shall be proceeded with but if not the meeting shall stand adjourned as provided by Article 60 unless it shall have been convened upon the requisition of the Members in which case it shall be dissolved.

60 Adjournment for lack of a quorum at general meetings

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

61 Chair of general meetings other than the Association chair and vice-chair

If the chair and the vice-chair shall be absent or unwilling to preside at any general meeting then the Members present shall choose a Councillor to preside or if no Councillor present be willing to preside then the Members shall choose any one of their number to chair the meeting.

62 Power to adjourn general meetings

The chair may with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the original adjournment took place. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

63 Manner of voting

63.1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded

63.1.1 by the person chairing the meeting; or

- 63.1.2 by at least two Members having the right to vote at the meeting; or
- 63.1.3 by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 63.2 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 63.3 The result of the vote must be recorded in the minutes of the Association but the number or proportion of votes cast need not to be recorded.
- 63.4 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 63.5 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.
- 63.6 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.
- 63.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 63.8 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 63.9 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 63.10 The poll must be taken within thirty days after it has been demanded.
- 63.11 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 63.12 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

64 Content of proxy notices

- 64.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which—
 - 64.1.1 states the name and address of the Member appointing the proxy;
 - 64.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 64.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Executive Committee may determine (which may include electronic methods); and
 - 64.1.4 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.
- 64.2 The Association may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 64.3 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.

64.4 Unless a proxy notice indicates otherwise, it must be treated as –

64.4.1 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

64.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

65 Delivery of proxy notices

65.1 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, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.

65.2 An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

65.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

65.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

VOTES OF MEMBERS

66 One Member, one vote and casting vote

66.1 At general meetings of the Association every Member shall have one vote but the chair of the meeting, in addition to his ordinary vote as a Member, shall in case of an equality of votes either on a show of hands or on a poll, have a second or casting vote.

66.2 Votes may be given personally or by proxy.

66.3 Associates and Affiliates shall not be entitled to [receive notice of, attend or] vote at General Meetings.

SEAL OF THE ASSOCIATION

67 The Seal and attestation of sealing

The Association shall have a common seal which may be used to execute documents as deeds. The common seal of the Association shall not be affixed to any document except by the authority of a resolution of the Executive Council and in the presence of either two Councillors or one Councillor and of the Secretary who shall sign the document to which the Seal has been affixed as witness thereof. In favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the Seal had been properly affixed. The Executive Council may, in the alternative authorise the execution of deeds in any other way permitted by law.

ACCOUNTS

68 Accounts and the keeping of accounting records

68.1 The Councillors must prepare Accounts as required by the Act.

68.1.1 The Accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations applicable Statements of Recommended Practice and the Act.

68.1.2 The Accounts shall contain reports of the Executive Council and the Association's auditors.

68.2 The Councillors must keep accounting records in accordance with the requirements of the Companies Act 2006.

69 Location of accounting records

The accounting records shall be kept at the registered office of the Association or, subject to the provisions of the Companies Act 2006, at such other place or places as the Executive Council shall think fit and shall always be open to the inspection of the officers of the Association.

70 Accounts to be laid before Members at the Annual General Meeting

70.1 At the annual general meeting in every year the Executive Council shall lay the Accounts before the Members for the period since the last preceding Accounts.

70.2 Copies of the Accounts shall, not less than 21 clear days before the date of the meeting, subject nevertheless to the provisions of Section 240 of the Act, be sent to the auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served.

AUDIT

71 Audit of Accounts

Once at least in every year the Accounts of the Association shall be audited by one or more properly qualified auditors.

72 Appointment of Auditors

Auditors shall be appointed and their duties regulated in accordance with the Act.

ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

73 Complying with the Charities Act 2011

73.1 The Councillors must comply with the requirements of the Charities Act 2011 with regard to the transmission to the Charity Commission for England and Wales (the "Commission") of:

73.1.1 a copy of the Accounts; and

- 73.1.2 an annual return in the form prescribed by the Commission.
- 73.2 The Councillors must notify the Commission promptly of any changes to the Association's entry on the Central Register of Charities.

NOTICES

74 Manner of giving Notice

A notice may be served by the Association upon any Member either personally by sending such notice to the last electronic mail address of a Member as used by the Association (or of which notice has been given by the Member) or by sending it through the post in a pre-paid letter addressed to such Member at his registered address as appearing in the Register of Members.

75 Service of Members not resident in the United Kingdom

Any Member described in the Register of Members by an address not within the United Kingdom who shall from time to time give the Association an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address but save as aforesaid and is provided by the Act, only those members who are described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Association.

76 Effective Service of Notices

Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a pre-paid letter. Alternatively, notices may be served using electronic communications as set out in Article 77 below.

77 Electronic Communications and Voting

- 77.1 Anything sent or supplied by or to the Association under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Association including for the avoidance of doubt any electronic means.
- 77.2 Any document or information which the Executive Council chooses or is obliged by the Act or any other statute, statutory instrument, regulation or rule to send or supply to Members may be sent in electronic form and by electronic means, including where it deems appropriate by means of a website and/or by means of an email to the address given for the Member.
- 77.3 The requirement to send any material to a Member shall be treated as satisfied if:
- 77.3.1 the material is sent to him electronically by the Executive Council to an electronic address notified to the Association as a contact address; or

77.3.2 a notice is sent to him electronically by the Executive Council to an electronic address notified to the Association as a contact address informing him of:

77.3.3 the availability of that material on a website;

77.3.4 the electronic location of that website; and

77.3.5 the place on that website where the material may be accessed, and how it may be accessed,

and the material is available continuously on that website throughout the period beginning with the date on which the notice was sent and ending with the date on which the notice informs.

77.4 Where any material is available on a website for a part but not all of the period mentioned in this Article and the failure to make that material available throughout that period is wholly attributable to circumstances which it would not have been reasonable to have expected the Association to prevent or avoid, that failure shall not invalidate the publication.

77.5 Any document or information which a Member chooses or is obliged to send or supply to the Association may be sent in electronic form and by electronic means, including where it is appropriate by means of a website and/or by means of an email to the address given by the Association.

77.6 For all the purposes of these Articles references to voting shall allow that a vote shall be valid if it is cast electronically on a website or text message voting facility using the form or method approved by the Executive Council.

77.7 A proxy form returned electronically to the Association at the electronic address specified on the proxy form shall be valid as if returned by other means.

77.8 No Member may vote both electronically and by post and, if an elector does the first received vote shall be valid.

77.9 The Executive Council may require such evidence as they think fit to satisfy them that a vote cast electronically on a website or text message voting facility is valid.

DISPUTES

78 Executive Council to decide disputes

The decision of the Executive Council in all cases of dispute between the Association and a Member or between the Executive Council and a committee thereof and the Executive Council's interpretation of the regulations of the Association shall in all cases be final and binding on the parties to the dispute.

INDEMNITY AND RESPONSIBILITY

79 Councillors and employees to be indemnified

Every Councillor and every Officer or employee of the Association shall be indemnified by the Association against, out of the funds of the Association, all liabilities which any such member officer or employee may incur by reason of any contract entered into or

act or deed done by him as such Councillor officer or employee or in any way in the discharge of his duties to the extent permitted by Sections 232 -234 of the Act.

80 Responsibility of Councillors and Officers

No Councillor or officer of the Association shall be liable for the acts, receipts, neglects or defaults of any other Councillor or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by order of the Executive Council for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Association shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgement or oversight on his part, or for any other loss damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

DISSOLUTION

81 Distribution of Assets on Dissolution

If upon the winding-up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to those of the Association to be determined by the Members of the Association at or before the time of dissolution or in default thereof by such judge or judges of the High Court of Justice as may have or acquire jurisdiction in the matter.