



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

ASSOCIATION FOR SPECIALIST FIRE PROTECTION

Company No 01292282

("the Association")

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PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
ASSOCIATION FOR SPECIALIST FIRE PROTECTION (the "Association")
(Adopted by Special Resolution passed on Friday 16th April 2021)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Association's articles of association for the time being in force;

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

Board Member: a member of the Executive Board;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Bye Laws: means the regulations and bye laws of the Association, as amended from time to time;

Conflict: means a situation in which a Director and/or Council Member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Association;

Council: means the Members of the Association more particularly referred to at Article 9;

Document: includes, unless otherwise specified, any document sent or supplied in Electronic Form;

Electronic Form: has the meaning given in section 1168 of the Act;

Executive Board: means the Members of the Association more particularly referred to at Article 11;

General Meeting: includes an Annual General meeting or an Extraordinary General meeting.

Member: means a person whose name is entered in the Register of Members of the Association and **Membership** shall be construed accordingly;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

Ordinary Resolution: has the meaning given in section 282 of the Act;

Participate: in relation to a meeting of the Executive Board, has the meaning given in Model Article 10;

Proxy Notice: has the meaning given in Model Article 31;

Secretary: means the secretary of the Association and any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary;

Special Resolution: has the meaning given in section 283 of the Act;

Subsidiary: has the meaning given in section 1159 of the Act;

Voting Members: means the members of the Association who hold C1 to C9 and C12 Membership status (as defined in the Bye Laws) and who, under these Articles are entitled to receive notice of, attend and vote at general meetings and who are members of the Association for the purposes of the Act;

Writing: 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.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.7 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 The Model Articles shall apply to the Association, except in so far as they are modified or excluded by these Articles.
- 1.9 The following Model Articles shall not apply to the Association:
- (a) 1 (Defined terms);
 - (b) 2 (Liability of Members);
 - (c) 8 (Unanimous decisions);
 - (d) 9(1) and (3) (Calling a Directors' meeting);
 - (e) 11(2) and (3) (Quorum for Directors' meeting);
 - (f) 13 (Casting vote);
 - (g) 14 (1), (2), (3) and (4) (Conflicts of interest);
 - (h) 17(2) (Methods of appointing Directors);
 - (i) 21 (Applications for Membership);
 - (j) 22 (Termination of Membership);
 - (k) 30(2) (Poll votes);
 - (l) 31(1)(d) (Content of Proxy Notices);
 - (m) 35 (Company seals);
 - (n) 38 (Indemnity);
 - (o) 39 (Insurance).
- 1.10 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Association's business".
- 1.11 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

- 1.12 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the Secretary" before the words "properly incur".

2. Objects

- 2.1 The objects for which the Association is established ("Objects") are:
- 2.2 to encourage, organise, finance, undertake research work, experiments and experimental work and to promote the consideration and discussion of all questions affecting passive fire protection, and to represent and protect and ensure that fair and equitable treatment of the Members of the Association in their individual and collective capacities with particular reference to conditions of contracts with Government department, Local Authorities, Professional Societies and the like and to promote, support or oppose legislature or other measures or proceedings affecting the interests of such Members and to make representations in regard to all matters affecting their interests and to encourage the issue of well defined, practicable and desirable specifications by Members and others and to agree standards of conduct, practice, materials and to maintain a high standard of quality of Members to enable the Association to attain a recognised status and generally to do all things necessary to further the interest of the Association, the Members and industry generally.
- 2.3 generally to act as consultants and promote the use of passive fire protection by means of circulars, descriptions, plans, specifications, statistics, communications and demonstrations, and to assist public or private bodies or individuals engaged in work concerning the safety of buildings and structures by supplying technical information and all other assistance and service, and to these ends to publish or concur in the publication of and to subsidise books, catalogues, lists, tables, statistics, journals, magazines, newspapers or any organ of information or publicity.
- 2.4 to arrange, conduct and take in conferences, enquiries, investigations, propaganda, lectures and discussions of use of interest in advancing any of the objects of the Association and to arrange or organise and take part in trade exhibitions and shows and other similar functions for the purpose of advancing such objects and to raise funds and distribute.
- 2.5 to provide and maintain premises, libraries, meeting places and other accommodation for Members and users of their products and to form, acquire and maintain collections and exhibitions or articles, wares, processes, machinery, drawings, analyses, books, literature or other things of use of interest to Members and to offer grants, rewards, prizes or other like benefits with a view to the furtherance of any objects of the Association.
- 2.6 to conduct, carry out and make experiments and trials with a view to testing materials, processes, machinery and other matters or things of use or interest in furtherance of the objects of the Association and to assist or subsidise any inventor, and to assist in taking out registration and maintenance of any letters patent, copyright, design, trade

name or other like right which may be of advantage to the Members of the Association.

- 2.7 to investigate and report on complaints made against or between any Member or any other Member within passive fire protection in regard to his or their business conduct, or the business methods pursued by him or them, and to take such action thereon as may be deemed proper and advisable including the establishment of panels of arbitration and the nomination of arbitrators and the provision of facilities for hearing such arbitrations, and with the power in the case of any Member to report him as guilty of improper conduct and to expel him from the Association.
- 2.8 to establish and maintain, or procure the establishment and maintenance of any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at the time of the employment or service of the Association or any of its predecessors in business or of any company which is a subsidiary of the Association or is allied to or associated with the Association or with any such subsidiary, or who may be or have been Council Members, Directors or officers of the Association or of any such other company as aforesaid, and the wives, widows, families, relations, and dependents of such persons, and to establish, subsidise and subscribe to any institution, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Association or of any other company as aforesaid, or of any such person as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company aforesaid.
- 2.9 to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- 2.10 PROVIDED THAT:-
- (i) In case the Association shall take or hold a 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.
 - (ii) The Association shall not support with its funds any object or endeavor to impose on or procure to be observed by its Members or other any regulation, restriction or condition which if an object of the Association would make it a Trade Union.
 - (iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the

Association shall be changeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

- (iv) The income and property of the Association whosoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association or to any Member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of a reasonable rate of interest on money lent or reasonable and proper rent for premises demised or let by any Member of the Association, but so that no Member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Member of such Council or Governing Body, except repayment of out-of-pocket expense and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association provided that the provision last aforesaid shall not apply to any company of which a Member of the Council of Management or Governing Body may be a Member, any in which such Member shall not hold more than 1 (one) hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of any such payment.

- (v) The liability of the Members is limited.
- (vi) 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 1 (one) year after he ceases to be a Member, for payment of the debts and liabilities of the Association

contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00 (one pound Sterling).

- (vii) If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members of the Association, but shall be given or transferred to some other institution or institutions having charitable objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, and of and so far as effect cannot be given to such provision, then to some charitable object.
- (viii) The Association specifically excludes itself from negotiations with Trade Unions, specifiers, clients and others concerning the rates of pay of employees and the cost of goods and services.

3. Powers

- 3.1 The Association shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects ("Powers").
- 3.2 The Executive Board shall have the full core operational and commercial control and management of the affairs of the Association including, but not limited to, finances, strategy, direction and the structure of the Association.
- 3.3 The Council oversee the strategic direction of the Association and shall have the power in its discretion from time to time to make Bye Laws or other regulations for the internal or domestic arrangements of the Association and to add to, amend, alter or repeal any Bye Laws or other regulations so made.
- 3.4 The Council shall have the power to set the Membership criteria contained within the Bye Laws and such criteria will be administered by the Executive Board.

4. Income

- 4.1 All surplus income or profits are to be reinvested in the Association. The income and property of the Association from wherever derived shall be applied solely in promoting the Objects.

- 4.2 No distribution shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the Members of the Association or third parties other than in accordance with the Objects.
- 4.3 Subject to Article 4.4, no Council Member shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Council Member.
- 4.4 Nothing in these Articles shall prevent any payment in good faith by the Association of:
- (a) reasonable and proper remuneration to any Member, officer or servant of the Association for any services rendered to the Association;
 - (b) any interest on money lent by any Member or any Board Member at a reasonable and proper rate;
 - (c) reasonable and proper rent for premises demised or let by any Member or Board Member; or
 - (d) reasonable out-of-pocket expenses properly incurred by any Member.

5. Liability of Members

- 5.1 The liability of each Member is limited to £1.00 (one-pound Sterling), being the amount that each Member undertakes to contribute to the assets of the Association in the event of its being wound up while he is a Member or within 1 (one) year after he ceases to be a Member, for
- (a) payment of the Association's debts and liabilities contracted before he ceases to be a Member,
 - (b) payment of the costs, charges and expenses of the winding up, and
 - (c) adjustment of the rights of the Members among themselves.

BOARD MEMBERS

6. Board Members

- 6.1 A Board Member must be a natural person aged 16 (sixteen) years or older.
- 6.2 No one may be appointed a Board Member if he or she would be disqualified from acting under the provisions of Article 22.
- 6.3 The number of Board Members shall be not less than 2 (two).
- 6.4 The Chair and Vice Chair of the Association for the time being shall be the statutory directors of the Company for the purposes of the Act.

7. Unanimous decisions

- 7.1 A decision of the Executive Board is taken in accordance with this article when all Board Members indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in Writing, where each Board Member has signed 1 (one) or more copies of it, or to which each Board Member has otherwise indicated agreement in Writing.
- 7.3 A decision may not be taken in accordance with this article if the Board Member would not have formed a quorum at such a meeting.

8. Board Members May Delegate

- 8.1 Subject to these Articles, the Board Members may delegate any of the powers which are conferred to them under these Articles to another Member of the Board, by such means (including, but not limited to, by power of attorney) to such an extent in relation to such matters or territories and on such terms and conditions as they think fit.
- 8.2 All acts and proceedings delegated under Article 8.1 shall be reported to the Executive Board in due course.
- 8.3 If the Executive Board so specify, any such delegation may authorise further delegation of the Board Members' powers by any person to whom they are delegated.
- 8.4 The Board Members may revoke any delegation in whole or in part, or alter its terms.

9. The Council

- 9.1 The Council shall consist of up to 9 (nine) Members, from membership classes as referred to in the Bye Laws.

10. Council's General Authority

- 10.1 No decision made by the Association in General Meetings shall invalidate any prior act of the Council which would have been valid if such decision had not been made.
- 10.2 The Council may appoint and delegate business to appropriate sub-committees. Any such business transacted or decided by such committees may be subject to validation by the Council if no mandate has been previously issued. The Council may transact its business in writing (which shall include the medium of electronic mail) where appropriate.

11. The Executive Board

- 11.1 The Executive Board of the Association shall consist of:

- (a) the Chair;
- (b) the Vice Chair;
- (c) the CEO; and
- (d) the Business Manager,

and are together referred to as “the Executive Board”.

11.2 The Executive Board may also appoint up to 2 (two) non-executive members who can support the Association at a senior level by possessing unique skills, knowledge or experience that would add significant value. If such an individual is identified, then a case will be developed by the Executive Board and presented to the Council for appointment as a non-executive member. If the Council votes in favour, this tenure will be for 1 (one) calendar year after which they will need to be reappointed by the Council annually if this is requested by the Executive Board. Non-executive Board members will have no voting rights and will not be paid except for reasonable expenses.

11.3 The Executive Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

12. Death or bankruptcy of sole member director

12.1 In any case where, a Member dies or becomes bankrupt leaving the Association with no Members and no Board Members (“the Sole Member”), the Membership shall automatically pass to the Sole Member’s personal representatives, who have the right, by notice in writing, to appoint a natural person (including the appointor himself), who is willing to act and permitted to do so, to be a director and Board Member of the Association.

13. Calling a Council and/or Executive Board meeting

13.1 The Executive Board may meet together with the Council for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

13.2 The Executive Board shall report on their activities to the Members at the Annual General Meeting.

13.3 Any Board Member may call a meeting of the Executive Board and/or the Council by giving at least 14 (fourteen) days clear notice of the meeting to the Executive Board or Council as the case may be or by written request by the Secretary on the requisition of at least 5 (five) Members of the Council.

13.4 Notice of any such meeting must indicate:

- (a) its proposed date, time and venue; and

- (b) if it is anticipated that the 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.
- 13.5 Notice of the meeting must be given to each Member and must be in Writing (by whatever media). A Board Member or Council Member who is absent from the UK and who has no registered address in the UK shall be entitled to notice of the meeting if he has provided a valid email address.
- 14. Participation in Meetings of the Executive Board/Council**
- 14.1 Subject to these Articles, Board Members or Council Members participate in a meeting of the Executive Board/Council, or part such of a meeting, when:
 - (a) The meeting has been called and takes place in accordance with these Articles; and
 - (b) They can each communicate in writing to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether members are participating in a meeting, it is irrelevant where any member is or how they communicate with each other.
- 14.3 If all the members participating in a meeting of the Executive Board/Council are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is located.
- 15. Quorum for Executive Board/Council meetings**
- 15.1 The quorum for the transaction of business at a meeting of the Executive Board shall be 3 (three) and the quorum for the transaction of business at a meeting of Council Members must never be less than 5 (five) Council Members.
- 15.2 If the total number of Board Members or Council Members in office for the time being is less than the quorum required, the Executive Board/Council (as the case may be) must not take any decision other than to adjourn the meeting of the Executive Board or Council.
- 16. Chairing of Meetings of the Executive Board/Council**
- 16.1 The Chair shall be chair of the Executive Board and the Council. The Chair shall preside as chair at all meetings of the Executive Board or Council at which they shall be present.
- 16.2 If at any meeting the Chair is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or he is not willing to preside, the members of the Executive Board meeting or, as the case may be, the Council present shall appoint the

Vice Chair to be Chair of the meeting. The person so appointed for the time being is to be treated as the Chair for the purposes of these Articles.

17. Casting vote

- 17.1 If the numbers of votes for and against a proposal are equal, the Chair or Vice Chair has a casting vote.
- 17.2 Article 17.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair or Council Member is not a Member for the purposes of that meeting (or part of a meeting).

18. Conflicts of interest

- 18.1 Subject to Article 18.2, if a proposed decision of the Executive Board or Council is concerned with an actual or proposed transaction or arrangement with the Association in which a Board Member or Council Member is interested, that Board Member or Council Member is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 18.2 The prohibition under Article 18.1 shall not apply when:
- (a) The Executive Board or Council approve the Board Member or Council Member counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest in accordance with Section 175 of the Act;
 - (b) the Board Member or Council Member need not declare an interest pursuant to Section 177 or 182 of the Act; or
 - (c) the Board Member or Council Member's Conflict of interest arises from a permitted cause.
- 18.3 For the purposes of Article 18.2, the following are permitted causes:**
- (a) a guarantee, security or indemnity given, or to be given, by or to a Board Member or Council Member in respect of an obligation incurred by or on behalf of the Association or any of its subsidiaries (if any);
 - (b) subscription, or an agreement to subscribe, for securities of the Association or any of its subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and Executive Board or Council Members or former employees and Executive Board or Council Members of the Association or any of its subsidiaries (if any) which do not provide special benefits for Board Members or Council Members or former Board Member or Council Members.

- 18.4 For the purposes of this Article 18, references to proposed decisions and decision- making processes include any meeting of the Executive Board / Council or part of a meeting of the Executive Board / Council.
- 18.5 Subject to Article 18.6, if a question arises at a meeting of the Executive Board or Council or of a committee of the Executive Board or Council as to the right of a BoardMember or Council Member 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 of the meeting whose ruling in relation to any Board Member or Council Member other than himself or herself is to be final and conclusive.
- 18.6 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 ofthe Executive Board or Council 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.

19. Records of decisions to be kept

- 19.1 The Executive Board and Council must ensure that the Association keeps a record, inWriting, for at least 10 (ten) years and from the date of the decision recorded, of everyunanimous or majority decision taken by the Executive Board and Council and by theAssociation at general meetings.
- 19.2 Any such records, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without anyfurther proof of the facts therein stated.
- 19.3 Any such records shall be circulated to all Board Members and Council Members.

20. Council's Discretion to Make Further Rules

- 20.1 Subject to those rules made, varied or revoked by the Voting Members in general meetings in accordance with Articles 32 and 34 below, the Council shall have the power to make, vary and revoke the Association Bye Laws including, but not limited toBye Laws:
- (a) setting out different categories of Membership or affiliates of the Association;
 - (b) setting the criteria for admission to Membership of the Association for the different categories of Members;
 - (c) creating rules and regulations for the better administration of the Associationand to regulate the function, role and operation of committees to assist the Council in the better administration of the Association;
 - (d) setting or adopting such other regulations or policies, including for example equity policies, as the Council thinks fit,

provided that the said Bye Laws shall be consistent with these Articles and the Act.

21. Retirement

21.1 All Members of the Council retire from it when the period for which they were elected ends.

21.2 In particular:

- (a) those Members of the Council who are appointed at the Annual General Meetings will retire on the date of the Annual General Meeting in the following year; and
- (b) the Chair and the Vice Chair will retire on the second anniversary of the date of the Annual General Meeting at which they were appointed.

21.3 All Members of the Council may offer themselves for re-election.

21.4 If a Board Member is required to retire at an Annual General Meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting.

22. Appointment and Removal of Board Members

22.1 Without prejudice to the provisions of Section 168 of the Act, a person shall cease to be a Board Member of the Association as soon as:

- (a) That person ceases to be a Board Member by virtue of any provision of the Act or is prohibited from being a Board Member by law;
- (b) A Bankruptcy order is made against that person;
- (c) A composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) A registered medical practitioner who is treating that person gives a written opinion to the Association stating that that person has become physically or mentally incapable of acting as a Board Member and may remain so for more than 3 (three) months;
- (e) By reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers of rights which that person would otherwise have;
- (f) That person shall without sufficient reason for more than 3 (three) consecutive Board meetings have been absent without permission of the Executive Board members;
- (g) That person is requested to resign by not less than 2/3 (two-thirds) of the other members or the Executive Board acting together;
- (h) That person ceases to be a Member in the case of the Chair and Vice Chair; or

- (i) Notification is received by the Association from the Board Member that the Board Member is resigning from office, and such resignation has taken effect in accordance with its terms.

23. Change of Association name

- 23.1 The name of the Association may be only changed by a Special Resolution of the Members, or otherwise in accordance with the Act.

ELECTED MEMBERS

24. Chair

- 24.1 The election for the office of Chair shall be conducted in accordance with Article 26. The Chair shall be a Board Member by virtue of his office and shall have such rights and privileges as the Voting Members in general meetings shall from time to time prescribe. Subject to Article 21.2(b), the Chair will serve for a period of 2 (two) years.

25. Vice Chair

- 25.1 The election for the office of Vice Chair shall be conducted in accordance with Article 26. The Vice Chair shall be a Board Member by virtue of his or her office and shall have such rights and privileges as the Voting Members in general meetings shall from time to time prescribe. Subject to Article 21.2(b), the Vice Chair will serve for a period of 2 (two) years.

26. Elections

- 26.1 In accordance with Article 9, the Council Members will be appointed at the Annual General Meeting.
- 26.2 If there are the same numbers of candidates as there are vacancies for a post, those candidates shall be declared elected unopposed. In the event of there being more nominations than vacancies, there shall be an election at the relevant general meeting as directed by the Council. Ballot papers should not bear any mark of identification or signature. Before proceeding to ballot the Chairman of the meeting shall appoint scrutineers from the Members of the Association who have not been nominated for office or Membership of the Council.
- 26.3 The results of any such election must be announced at the respective general meeting by the Chair (or acting Chairman).

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

27. Membership

- 27.1 The Association shall admit to Membership an individual or organisation which:
- (a) completes the Association's application form;
 - (b) agrees to comply with the Association's Bye Laws and Regulations; and
 - (c) complies with the application Membership criteria contained in the Association's Bye Laws and as determined by the Council.
- 27.2 The Executive Board may decline to accept any application for Membership for the following reasons:-
- (a) The applicant is unable to pay the subscription fee; or
 - (b) A Bankruptcy order is made against that person; or
 - (c) A composition is made with that person's creditors generally in satisfaction of that person's debts; or
 - (d) The applicant is guilty of conduct which has or is likely to have a serious adverse effect on the Association or bring the Association or any or all of the Members and Council Members into disrepute; or
 - (e) The applicant has acted or has threatened to act in a manner which is contrary to the interests of the Association as a whole; or
 - (f) In the reasonable opinion of the majority of the Executive Board, the approval of the applicant would cause a commercial detriment to the Association; or
 - (g) The majority of the Executive Board approve it would not be in the benefit of the Association to approve the admission of the Applicant; or
 - (h) For any other reason that the Executive Board deem necessary.
- 27.3 For the avoidance of doubt, Membership of the Association shall be open to all, subject to the Membership requirements as laid out in the Bye Laws, without discrimination and may only be refused where admission to Membership would be contrary to the best interests of the Association or the good conduct and interests of the Association and no person shall be denied Membership of the Association on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
- 27.4 An applicant who is refused Membership may make an appeal in Writing within 30 (thirty) days of notification to the Council whose decision shall be final and binding upon the Association and the applicant.
- 27.5 All Members must pay an entrance fee to the Association on becoming a Member and an annual subscription fee as laid out in the Bye Laws..

- 27.6 The classes and categories of each Membership shall be contained in the Bye Laws and determined by the Council from time to time.
- 27.7 A list of Members and their addresses shall be kept at the premises of the Association.
- 27.8 For the purposes of registration the number of Members is declared to be unlimited.
- 27.9 It is possible for a Member to be a Member of more than 1 (one) class of Membership provided that the requirement of each Membership is met, however each Member shall only be entitled to 1 (one) vote.

28. Conditions of Membership

- 28.1 All Members must agree to be bound by and be subject to these Articles and the Bye Laws.
- 28.2 Members' annual subscriptions shall be charged for 12 (twelve) months from the date of appointment. The renewal date for subscriptions will be the 12 (twelve)-month anniversary of the joining date and paid in accordance with the Bye Laws.
- 28.3 Until the first annual subscription is paid no newly elected Member shall be allowed or entitled to vote at any meeting convened by the Association.

29. Expulsion of Member

- 29.1 The Executive Board may suspend or terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the Board Members, the Member:
- (a) (in the case of a Company) in the event of the appointment of a receiver, administrator, administrative receivership or the Company takes any actions towards the winding up of the Member;
 - (b) fails to pay its fees or subscriptions within 3 (three) calendar months of the invoice date, the subsequent 14 (fourteen-day) notification and 1 (one) calendar month suspension period thereafter;
 - (c) is guilty of conduct which has or is likely to have a serious adverse effect on the Association or bring the Association or any or all of the Members and Council Members into disrepute;
 - (d) has acted or has threatened to act in a manner which is contrary to the interests of the Association as a whole; or
 - (e) has failed to observe the terms of these Articles and Bye Laws or otherwise substantially contravenes the Articles or any special resolutions of the Association.

Following such termination, the Member shall be removed from the Register of Members.

- 29.2 Subject to Article 29.1(d), the notice to the Member must give the Member the opportunity to be heard in Writing or in person as to why his Membership should not be terminated. The Executive Board must consider any representations made by the Member and inform the Member of their decision following such consideration. Having voted on the expulsion of the Member, at least 75% of the Executive Board must vote in favour of the expulsion. The Member shall have the right to appeal to an Appeals and Complaints Panel pursuant to the Bye Laws.
- 29.3 A Member whose Membership is terminated under this Article 29 forfeits all rights in relation to and claims upon the Association, its property and its funds and shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Association any subscription or other sum owed by him.
- 29.4 A Member may withdraw from Membership of the Association by giving 3 (three) months' notice to the Association in Writing.
- 29.5 Membership terminates automatically when a Member dies or on the failure of the Member to comply or to continue to comply with any condition of Membership set out in these Articles and Bye Laws.
- 29.6 Membership is not transferable.

ORGANISATION IN GENERAL MEETINGS

30. Annual General Meetings

- 30.1 The Association shall hold an Annual General Meeting in every calendar year at such time and place as may be determined by the Council and shall specify the meeting as such in the notices calling it.
- 30.2 The Annual General Meeting shall be held for the following purposes:
- (a) To receive reports and statements of independently and professionally verified accounts of the Association;
 - (b) To announce the election (as appropriate) and carry out the election procedure of the relevant Members of the Council to be appointed in accordance with these Articles;
 - (c) To elect the Auditors who will audit the Association's accounts for the following calendar year and display a statement in the Association property at least 5 (five) days prior to the Annual General Meeting;
 - (d) To receive from the Council a report of the activities of the Association since the previous Annual General Meeting; and
 - (e) To transact such other business as may be brought before it and all business at an extraordinary general meeting shall be deemed special and the nature of it shall be stated in the notice convening the meeting.

31. Extraordinary General Meetings

- 31.1 An Extraordinary Meeting can be called at any time at the discretion of the Council Members. Notice of an Extraordinary Meeting should be given at least 21 (twenty-one) days in advance of the Extraordinary Meeting.

32. Quorum for General Meetings

- 32.1 5 (five) fully paid up (membership subscription and joining fee if applicable) Council Members present in person shall be a quorum.

33. Chairing General Meetings

- 33.1 The Chair shall chair General Meetings if present and willing to do so. If the Chair shall be absent, or if at any meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the same, the Vice Chair shall chair the general meeting in which the Chair is absent.
- 33.2 Subject to Article 35.1, if the Vice Chairman shall be absent, or if at the meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the same, the Council shall appoint another Member of the Council to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 33.3 The person chairing a meeting in accordance with these Articles is referred to as the Chair of the meeting.

34. Attendance and Speaking by Non-Members

- 34.1 All Members shall be entitled to attend and speak at a General Meeting.
- 34.2 Only Voting Members shall be entitled to vote at a General Meeting.
- 34.3 The Chair may permit other persons who are not Members of the Association to attend and speak but not vote at a General Meeting.

35. Adjournment

- 35.1 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 must adjourn it.
- 35.2 The Chair may adjourn a General Meeting at which a quorum is present if:
- (a) The meeting consents to an adjournment; or
 - (b) 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.

- 35.3 The Chair must adjourn a General Meeting if directed to do so by the meeting.
- 35.4 When adjourning a General Meeting, the Chair must:
- (a) 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 Executive Board; and
 - (b) Have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 35.5 If the continuation of an adjourned meeting is to take place more than 14 (fourteen) days after it was adjourned, the Association must give at least 7 (seven) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) To the same persons to whom notice of the Association's general meetings is required to be given; and
 - (b) Containing the same information which such notice is required to contain.
- 35.6 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 provided that if such an adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, 2 (two) Voting Members shall be a quorum.

DECISION MAKING BY MEMBERS

36. Votes of Members

- 36.1 Every Voting Member shall be entitled to receive notice of and to attend General Meetings and cast 1 (one) vote.
- 36.2 A resolution put to the vote of a General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 36.3 In the event of equality, the Chair shall have the casting vote.

37. Errors and Disputes

- 37.1 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.
- 37.2 Any such objection must be referred to the Chair whose decision is final.

38. Poll votes

- 38.1 A poll on a resolution may be demanded:

- (a) In advance of the General Meeting where it is to be put to the vote; or
 - (b) at any General Meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the 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.
- 38.2 A poll may be demanded by:
 - (a) The Chair;
 - (b) all Members of the Executive Board; or
 - (c) 5 (five) or more Members of the Council present in person or proxy having the right to vote on the resolution or, if less, a person or persons representing not less than 1/10 (one-tenth) of the total voting rights of all the Members having the right to vote on the resolution.
- 38.3 A demand for a poll may be withdrawn if:
 - (a) The poll has not yet been taken; and
 - (b) the Chair of the meeting consents to the withdrawal.
- 38.4 Polls shall be taken as the Chair directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 38.5 A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs not being more than 30 (thirty) days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 38.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 (seven) clear days' notice shall be given specifying the time and place at which the poll is to be taken.

39. Content of Proxy Notices

- 39.1 Proxies may only validly be appointed by a notice in Writing (Proxy Notice) which:
 - (a) States the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as Executive Board may determine; and
 - (d) 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.
- 39.2 The Executive Board may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 39.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on 1 (one) or more resolutions.
- 39.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - (a) 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
 - (b) 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.

40. Delivery of Proxy Notices

- 40.1 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.
- 40.2 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.
- 40.3 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.
- 40.4 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.

41. Amendments to Resolutions

- 41.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
 - (a) 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 (forty-eight) hours before the meeting is to take place (or such later time as the Chair of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.

- 41.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
- (a) the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 41.3 With the consent of the Chair of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 41.4 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.

ADMINISTRATIVE ARRANGEMENTS

42. Means of communication to be used

- 42.1 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 (forty-eight) hours after it was posted (or 5 (five) Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least 5 (five) Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, 1 (one) hour after the Document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 42.2 In proving that any notice, Document or other information was properly addressed, it shall suffice to show that the notice, Document or other information was addressed to an address permitted for the purpose by the Act.

43. No Right to Inspect Accounts and Other Records

- 43.1 Except as provided by law or authorised by the Executive Board, Council Members 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.

44. Indemnity and insurance

- 44.1 Subject to article 44.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Association's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them,

including (in each case) any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Association's (or any associated company's) affairs; and

- (b) the Association may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in article 44.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 44.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 44.3 The Council Members may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant officer in respect of any relevant loss.

- 44.4 In this article:

- (a) companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a Board Member or Council Member in connection with that Board Member or Council Member's duties or powers in relation to the Association, any

associated company or any pension fund or employees' share scheme of the Association or associated company.

45. Dissolution

- 45.1 The Association shall be dissolved only by the sanction of more than 75% (seventy- five) of the Members present at a General Meeting called specifically for this purpose,of which at least 21 (twenty-one) days’ notice shall have been given.

- 45.2 If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members of the Association, but shall be given or transferred a body having similar Objects.

Approved by:

Chair; Roger Williams (Director), c/o:

16 Cavendish Drive, Birkenhead, Merseyside, United Kingdom, CH42 6RQ;

Signed.....

Date.....

-and-

Vice Chair, Chris Miles (Director), c/o:

UL International (UK) Ltd, 110 Cygnet Court, Warrington, England, WA1 1PP;

Signed.....

Date.....