

Draft changes for approval at 2021 AGM

COMPANIES ACT, 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM and ARTICLES of ASSOCIATION

of

THE ASSOCIATION FOR THE PROTECTION OF RURAL SCOTLAND

MORTON FRASER MILLIGAN WS

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

THE ASSOCIATION FOR THE PROTECTION OF RURAL SCOTLAND

Preliminary

In this Memorandum unless there be something in the subject or context inconsistent therewith:

"the Memorandum" means this Memorandum of Association or such as is in force from time to time.

"the Articles" means the Articles of Association of the Association (as hereinafter defined) as in force from time to time.

"Member" means member for the time being of the Association (as hereinafter defined) in terms of the Articles.

Words importing the singular number only shall include the plural where appropriate and vice versa.

Words importing the masculine gender only shall include the feminine gender where appropriate and vice versa and words importing persons shall include corporations.

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

I The name of the Association is "The Association for the Protection of Rural Scotland" (hereinafter referred to as "the Association").

II The Association's Registered Office is to be situated in Scotland.

III Each and every clause (including this clause) both of the Memorandum and of the Articles of Association of the Association shall be read and interpreted as if there were embodied therein an overriding qualification to the effect that no expenditure of income or capital by the Association shall be permitted for the purpose of carrying out any activities which are not wholly charitable within the meaning of sections 505 and 506 of the Income and Corporation Taxes Act 1988, or of any amendment, extension or re-enactment thereof or of any subordinate legislation made thereunder (which meaning shall be ascribed to the word "charitable" wherever used in the Memorandum and Articles), and that in all cases in which the powers conferred upon the Association, whether by the Memorandum and the Articles or otherwise are in their nature alike capable of being exercised for purposes which are not charitable or only partially so, as well for purposes which are wholly charitable, the Association shall be entitled to exercise those powers in only those ways which will not prejudice the charitable status of the Association (within the statutory meaning before mentioned).

IV The objects for which the Association is established are:

- 1 (i) To improve, protect and preserve for the benefit of the public the rural scenery and the amenities of country districts and towns and villages in

Scotland and generally to promote and encourage the better development of the rural environment in Scotland;

(ii) To stimulate and educate public opinion on the forgoing matters;

(iii) To act as a centre, either directly or through its members, for giving or obtaining advice and information on all matters affecting the amenity and general welfare of rural areas including country towns and villages;

(iv) To undertake, support and co-ordinate work in furtherance of the above including research, education and investigation; and

(v) To take such other lawful action as shall be calculated to promote the aforesaid objects.

2 And the Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:

(i) To undertake any other lawful action to promote the objects specified above.

(ii) To provide a forum for discussion among voluntary organisations, statutory bodies and individuals with an interest in the protection of the countryside.

(iii) To promote the work of other bodies having objects similar to or including the objects specified above and to this end to affiliate with, or work in association with or to assist such other bodies.

(iv) To purchase, sell, dispose of, feu, exchange, mortgage, lien, or otherwise charge any lands or heritable or real or personal property or any estate or interest therein in Scotland or elsewhere, in such manner and to such extent as to the Directors may seem expedient for the carrying out of the objects of the Association.

(v) To hold, lease, manage, let and to erect, maintain or improve any such buildings and estate (including bridges and other structures) as may be required for securing the objects of the Association and to equip the same with appropriate fixtures and fittings, apparatus, machinery, appliances, books and other source materials as well as conveniences.

(vi) To accept legacies donations, whether on covenant, endowments or otherwise, having for their objects any object similar to those herein expressed; to manage such legacies, donations and endowments, and to carry out and perform any trusts or conditions attached to them.

(vii) To borrow or raise money in such manner as the Association shall think fit, and in particular, but without prejudice to the forgoing, by the issue of debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised or owing by the granting of heritable securities, mortgages, charges or liens upon all or any of the property or assets of the Association (both present and future), including its uncalled capital, and also by similar heritable securities, mortgages, charges or liens to secure and guarantee the performance by the Association of any obligation undertaken by the Association or by any other person, firm or Association whatsoever as the case may be.

(viii) To receive money on deposit or loan, to manage the working capital of the Association and specifically to deposit, lend or advance money or give credit to and to grant such guarantees, indemnities and undertakings to persons, firms or companies in the ordinary course of business and on such

terms as may seem expedient and to give such guarantees, indemnities and undertakings to banks and other such financial institutions which will facilitate the operation of direct debit, credit and similar provisions.

(ix) To invest the funds of the Association not initially required in such stocks and shares, debentures or other securities as to the Directors may deem appropriate.

(x) To purchase or otherwise acquire and take over all or any part which the Association may lawfully acquire or take over of the property, assets, liabilities and engagements of any one or more companies, societies, associations or bodies having objects altogether or in part similar to those of the Association (including in particular and without prejudice to the generality, the unincorporated Association presently known as "The Association for the Protection of Rural Scotland") and to amalgamate with any such companies, societies, associations or bodies, provided that by their constitution they prohibit the distribution of any profits or assets among their members, and that any such organisation must have been accepted as charitable in law.

(xi) To act in concert or make any arrangements with any Association, corporation, central government department or local or public authority, society or other body, person or organisation now or hereafter constituted, with a view to promoting any of the objects of the Association.

(xii) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to its objects.

(xiii) To support and subscribe to any charitable object and to support and subscribe to any institution, society or club which pursues objects similar to the objects or any of the objects or any of the objects of this Memorandum or to any institution, society or club which may be of benefit to the employees and the dependants of employees of the Association.

(xiv) To employ or to secure the services of secretaries, clerks, technical advisers, curators and assistants, together with lecturers, guides, employees and professional assistants of all kinds (including in particular the Manager and the Treasurer, as such expressions are defined in the Articles) and to remunerate any person for services rendered.

(xv) To give, award or contribute to pensions, annuities and superannuation, whether by way of insurance, the establishment of schemes or trusts or otherwise, for employees and former employees of the Association and for their dependants and such other persons as may be appropriate; and to make to such employees payments on their redundancy or early retirement.

(xvi) To make, accept, execute, endorse cheques and promissory notes, bills of exchange and other negotiable instruments.

(xvii) To arrange and effect any policy or policies of insurance which may be required in connection with any of the objects of the Association.

(xviii) To do all such other things as will properly attain the above objects or any of them in any part of the world.

(xix) To establish or promote or concur in establishing or promoting any Association or companies or body or bodies for any purpose which may seem directly or indirectly calculated to benefit the Association.

(xx) To carry on the business or activity of a holding Association in all its branches, to co-ordinate the policy and administration of any companies or

undertakings in which the Association is a member or participant or which are controlled by or associated with the Association in any matter, to assist financially, subsidise or enter into subvention agreements with any such companies or undertakings and to provide for them administrative executive secretarial banking and accountancy services or staff office accommodation or social welfare services and facilities and to act as secretaries, directors, registrars and agents thereof and to do anything which will or may promote the efficiency and profitability of the businesses or the efficiency of the activities carried on by any such companies or undertakings.

(xxi) To establish and promote and operate and maintain such branch or branches of the Association throughout Scotland as the Association may think fit.

Provided that the objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

- V The liability of the members of the Association is limited.
- VI The income and property of the Association whencesoever 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 this shall not prevent the payment in good faith to any member of the Association of reasonable and proper remuneration for any services actually rendered to the Association nor the payment of reasonable and proper remuneration and out-of-pocket expenses to its directors in accordance with the Articles of Association of the Association.
- VII Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Association's debts and liabilities 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 contributories among themselves.
- VIII The Association shall cause true accounts to be kept of all sums of money received and expended by it, and of its assets and liabilities and the certified accounts of the Association shall be kept at the Registered Office of the Association. Subject to any reasonable restrictions which may from time to time be imposed in accordance with the Articles of Association, such certified accounts of the Association shall be open to the inspection of the members. Separate accounts shall be kept of any special trust funds or of any other funds received appropriated to a particular purpose.
- IX Upon the winding up or dissolution of the Association, its debts and liabilities shall be satisfied exclusively out of the assets of the Association. The remaining assets of the Association, after satisfaction of its debts and liabilities, shall not be paid to or distributed among the members of the Association or returned to donors but shall be given or transferred to such other charitable institution (whether established as a local authority, Association or trust) having objects (whether its whole objects or part only of its objects) consistent with the provisions of clause III hereof and which, if an Association or trust, shall prohibit the distribution of its income and assets among its members or beneficiaries to an extent at least as great as is imposed on the Association under or by virtue of clause VI hereof.

WE, the several persons whose names and address are subscribed, are desirous of being formed into an Association in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

ROBIN SOMMERVELL SALVESEN
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East Lothian EH41 4HN
Company Director

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Dated 30 September 1994

ARTICLES of ASSOCIATION

of

THE ASSOCIATION FOR THE PROTECTION OF RURAL SCOTLAND

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THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE ASSOCIATION FOR THE PROTECTION OF RURAL SCOTLAND

INTERPRETATION

1 In these Articles:-

"the Act" means the Companies Act 1985 and shall, where the context so requires, include any statutory modification or re-enactment of any of the provisions thereof.

"the Association" means the above-named Association.

"the Auditor or independent examiner" means the person or firm appointed from time to time to act as Auditor or independent examiner of the Association within the provisions of the Act.

"the Council" means the Council of Management for the time being of the Association.

"the Group Member" means any voluntary, non-profit organisation interested in rural Scotland whose activities are national or local in scope.

"director" means any director of the Association for the purposes of the Act.

"the Manager" means the Manager of the Association from time to time, duly appointed by the Executive Committee in terms of Article 8.2.

"the Member" means a person who is eligible, qualifies and has been accepted as a Member of the Association or has been declared an honorary Member of the Association in accordance with the provisions of Article 2.

"the Membership" refers to constitutional membership of the Association.

"the Membership Contribution" means the minimum level of donation, whether in cash or in kind, to the Association necessary to become or to remain in a particular class of membership (voting or non-voting), as prescribed by the Executive Committee.

"the Membership Year" means the First day of January to the Thirty first day of December.

"the Secretary" means any person appointed to perform the duties of the Secretary of the Association.

"the Treasurer" means the Treasurer (including an honorary treasurer) of the Association from time to time, duly appointed by the Executive Committee in terms of Article 14.5.

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

Words importing the singular number only shall include the plural number where appropriate and vice versa.

Words importing the masculine gender only shall include the feminine gender where appropriate and vice versa and words importing persons shall include corporations.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Association.

MEMBERSHIP

- 2.1 Membership is open for application to any natural person who supports the Objects, who is interested in furthering the work of the Association and who has made any Membership Contribution or other arrangement approved from time to time by the Executive Committee.
- 2.2 A natural person wishing to become a Member must submit an application for Membership to join the Association. The application may be made by a person for himself/herself and/or jointly for another person and/or for his/her family or for some other person or persons that he/she wishes to sponsor as a Member ('the Applicants'). Such application shall be made in the form prescribed by the Association and shall contain such information as the Association shall prescribe. The Applicants shall each become Members upon acceptance of the application by the Association.
- 2.3 The Association may decline to accept an application for Membership at its absolute discretion and without being required to state a reason.
- 2.4 The Executive Committee may by resolution elect any person an honorary Member. An honorary Member shall have the same voting rights as any other voting Member but shall not be required to apply for Membership in accordance with Article 2.1.
- 2.5 The Association shall maintain a register of Members. Entry on the register of Members shall be conclusive evidence of Membership, subject to the provisions of the Articles.
- 2.6 Classes of Membership: The Executive Committee shall from time to time create such different classes of Membership as appear to it to be desirable and shall from time to time decide the Membership Contributions and the rights and privileges (if any) for each such class and the conditions for admission to and termination of any such class. This information shall be made available on the APRS website. Such class(es) may include non-voting memberships. Other references to 'Members' and 'Membership' do not (unless otherwise stated) apply to non-voting members and non-voting members do not qualify as Members for any purpose under these Articles.

MEMBERSHIP CONTRIBUTIONS

- 3.1 The annual Membership Contribution for Members shall be for such amounts and due on such dates and in respect of such periods as may from time to time be determined by the Executive Committee.
- 3.2 Without prejudice to the generality of Article 3.1 the Treasurer shall receive an account for all Membership Contributions and other sums received and all payments made by the Association shall be paid through him. He shall keep regular and distinct books and shall each year prepare for certification and the approval of the annual general meeting, a balance sheet showing the financial position of the Association and an abstract of his own intrusions of the Funds.

TERMINATION OF MEMBERSHIP

- 4.1 A person may cease to be a Member by giving notice (which may be in writing, by electronic mail or by telephone) to the Association. No refund or return of Membership Contributions shall be due to the former Member, unless so determined at the discretion of the Association.
- 4.2 A person shall cease to be a Member if the Membership Contribution is not paid or satisfied and after due reminder remains unpaid or unsatisfied unless otherwise determined by the Association.
- 4.3 A person shall cease to be a Member on his/her death. The Membership of any family Member(s) or other joint Member of the deceased Member shall not be affected.
- 4.4 The Executive Committee may, by a vote of not less than three-quarters ($\frac{3}{4}$) of the Executive Committee Members present and voting, terminate the Membership of any Member if in the reasonable opinion of the Executive Committee he/she has acted in a way that is contrary to the interests of the Association or the Objects or is harmful to the Association
- 4.5 Prior to the Executive Committee taking such a vote, pursuant to Article 4.4, the Association shall notify the Member concerned, setting out the actions complained of and giving the Member the opportunity to put forward any written representation within a pre-determined time frame.
- 4.6 A person whose Membership is terminated under Articles 4.4 and 4.5 shall not be eligible to re-apply to become a Member without the specific consent of the Executive Committee and shall not be entitled to any refund or return of Membership Contributions except at the discretion of the Association.

GENERAL MEETINGS

- 5.1 The Association shall in each Membership Year (not earlier than the first day of March and not later than the Thirty first day of May) hold a general meeting as its annual general meeting in addition to any other meetings in that Membership Year, and shall specify the meeting as such in the notice calling it. The annual general meeting shall be held at such time and place as the Executive Committee shall appoint.
- 5.2 The Executive Committee may, whenever it thinks fit, convene an extraordinary general meeting. Extraordinary general meetings shall also be called (notwithstanding, and without prejudice to, the generality of Section 368 of the Act) by the Manager upon the requisition in writing to that effect being made to him by the President or Vice-President or Chairman of the Council.

NOTICE OF GENERAL MEETINGS

- 6.1 Not less than 21 clear days' written notice (exclusive of the day on which it is posted and the day of the meeting) shall be given to all current members (including honorary members) of all general meetings of the Association. Such notice shall specify the time and place of the meeting and the nature of the business to be conducted thereat and in particular shall be accompanied by:
 - (a) a Certified Balance Sheet showing the financial position of the Association and an Abstract of the Accounts and
 - (b) a Report of the work done since the date of the previous Annual General Meeting.
- 6.2 Such notice and enclosures referred to in Article 6.1 shall be posted to each current member at his address as last notified to the Association. Notice of each

such general meeting shall also be given to the Auditor or independent examiner for the time being of the Association.

- 6.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 7.1 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts, the reports of the Executive Committee and of the Auditor or independent examiner, the election of new members of the Council and Office bearers, and the appointment of, and fixing of the remuneration of, the Auditor or independent examiner.
- 7.2 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, 15 members personally present shall be a quorum.
- 7.3 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon 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 other time and place as the chairman of the meeting may 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 be a quorum.
- 7.4 The Chairman of the Council or in his absence the Vice-Chairman, shall preside as chairman at every general meeting of the Association. If no such Chairman or Vice-Chairman shall be present and willing to act within 15 minutes after the time appointed for the holding of the meeting, the members present shall choose such other member of Council or, if no such member shall be present and willing to act, they shall choose such other attending member of the Association to act as chairman.
- 7.5 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place. When 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.
- 7.6 At all general meetings a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the members present in person and entitled to vote, unless (except as regards a resolution for the appointment of a chairman or for the adjournment of the meeting on which a show of hands shall be conclusive) before or upon the declaration of the result of the show of hands a poll shall be demanded by the chairman or by at least three members present in person and entitled to vote or by a member or members present in person and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting. Unless a poll be so demanded, a declaration by the chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority shall be conclusive, and an entry to that effect

in the minute book of the Association shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 7.7 If a poll be demanded as aforesaid, it shall be taken at such a time and place, and in such manner, as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.8 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
- 7.9 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that upon which a poll has been demanded.
- 7.10 Every member present at a meeting and duly qualified in terms of Article 2 hereof shall have one vote (with the exception of children of members, who shall neither be entitled to a vote, nor to be counted in determining the quorum of the meeting).

OFFICE-BEARERS

- 8.1 The Office-bearers of the Association shall be a President, a Vice-President or Vice-Presidents (subject to a maximum of seven Vice-Presidents as aftermentioned), a Chairman of Council, a Vice-chairman of Council, a Treasurer and the Manager. There shall be a limit of seven Vice-Presidents. The Manager shall be entitled to be a member of the Association. The President, Vice-Presidents, Chairman and Vice-Chairman shall initially be elected to serve for three years and shall be eligible for re-election for one further term of three years only. Thereafter, they shall require to retire for a period of one year before seeking re-election. Following such re-election, they shall be entitled to be re-elected for a further two terms of three years and so on.
- 8.2 The Office-bearers of the Association shall be appointed by the Executive Committee as they may find it necessary to fill vacancies occurring from time to time.
- 8.3 The Executive Committee may further appoint such honorary office-bearers (including a patron or patrons) as they may from time to time determine. The appointment of such honorary office-bearers shall subsist until resignation or recall. Honorary office-bearers shall not ex officio be members of the Council.
- 8.4 The Manager (who, as mentioned above, shall be entitled to be a member of the Association) shall carry out the instructions of the Executive Committee, conduct the whole general business of the Association, keep an official list of members, attend all meetings whenever possible and keep a Minute of the proceedings of every meeting of the Association, the Executive Committee, the Council and Committees. The Manager shall also have the power (subject to approval of the Executive Committee) to arrange suitable office accommodation for the Association and such clerical assistance as may be necessary. The Manager shall be indemnified, in respect of reasonable travelling and other out-of-pocket expenses incurred by him when engaged on behalf of the Association.
- 8.5 Each of the Office-bearers appointed in terms of this Article 8 shall (with the exception of the Manager) retire annually at the annual general meeting (as detailed in Article 7.1) but they shall be eligible for re-election.

COUNCIL OF THE ASSOCIATION

- 9.1 Council members shall comprise the following members of the Association:

- (a) the Office-bearers (duly appointed in terms of Article 8.2); and
 - (b) between 10 and 30 additional members or such other number of additional members as may from time to time be determined by the Association in general meeting, as shall have been either (i) duly nominated by the Council or (ii) proposed by one member of the Association and seconded by another member of the Association subsequently elected, at an annual general meeting of the Association; and
 - (c) up to a maximum of 40 authorised representatives (or an authorised substitute representative) of **any group** member as may from time to time be determined by the Association in general meeting, as shall have been either (i) duly nominated by the Council or (ii) proposed by one member of the Association and seconded by another member of the Association and subsequently elected at an annual general meeting of the Association; and
 - (d) one representative from each branch of the Association.
- 9.2 Written notice of any such nominations or proposals or election referred to in Article 9.1 (b), (c) and (d) must be in the hands of the Secretary not less than 28 clear days prior to the date of the annual general meeting at which such nominations or proposals are to be put. Each candidate (or representative as the case may be) must, by the same date, confirm in writing that he (or the **group member** which he represents as the case may be) is a fully paid up member of the Association and that he is willing to stand for election.
- 9.3 Notwithstanding the terms of Article 7.6, in the event of there being more candidates (other than the Office-bearers and the authorised representatives (or substitute representatives) of each **group member**) as aforesaid for election to the Council than there are vacancies, the election of candidates to fill these vacancies shall be in accordance with the aggregate number of votes cast by members of the Association either in person at the annual general meeting or, for those members unable to attend the annual general meeting, by postal voting carried out before the meeting. Forms for postal voting shall be made available to all members of the Association with the notice calling the annual general meeting. In the event of there being a tie, the Chairman of the meeting shall have a second or casting vote.
- 9.4 Within the limits prescribed by Article 9.1 hereof, the Council may co-opt additional members of the Council who shall hold office as such until the next annual general meeting of the Association, when they shall be subject to election as provided in Article 9.1.
- 9.5 Each of the Council members elected under Article 9.1 hereof shall retire annually at the annual general meeting (as detailed in Article 7.1) (with the exception, to avoid doubt, of the Office-bearers, the annual retiral of whom shall be governed by Article 8.5) but they shall be eligible for re-election.
- 9.6 The office of Council member shall be vacated:-
- (a) if he becomes bankrupt or makes any arrangement or composition with his creditors;
 - (b) if he becomes of unsound mind;
 - (c) if (with the exception of the Manager) he ceases to be a member of the Association;
 - (d) if by notice in writing to the Association he resigns his office as Council member;

- (e) if he fails, without good reason, to attend four consecutive Council meetings. The Council shall be sole judge of what constitutes good reason;
- (f) if (being an Office-bearer) he ceases to hold office as an Office-bearer for any reason.

THE ROLE OF THE COUNCIL

- 10.1 The role of the Council shall be to provide a non-binding view of the proposed framework of activities of the Association for the following year prepared by the Executive Committee in accordance with Article 13.9.
- 10.2 Without prejudice to the generality of Article 10.1, the Council shall also be entitled to consider and report to the Executive Committee on any matter or matters concerning the business of the Association (whether direct or indirect) which the Council thinks fit, appropriate or desirable so to consider and report as aforesaid.
- 10.3 The Council shall consider and report to the Executive Committee (within such timescale or other conditions as the Executive Committee may reasonably chose) on any matter concerning the business of the Association (whether direct or indirect) which the Executive Committee requests or directs the Council so to consider and report as aforesaid.
- 10.4 To avoid doubt, the advice, views, considerations and reports of the Council in this Article 10 shall not be binding on the Executive Committee in any way whatsoever.

PROCEEDINGS OF THE COUNCIL

- 11.1 The Council shall meet at least twice in any Membership Year, and it may adjourn, and otherwise regulate its meetings, as it thinks fit. Meetings of the Council shall be call by the Director upon a requisition in writing by the Chairman of the Council or any five members of the Council. All members of the Council (including the Manager and the Treasurer) shall have voting powers on the Council. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.
- 11.2 The quorum necessary for the transaction of the business of the Council may be fixed by the Council, and unless otherwise fixed shall be ten.
- 11.3 The Chairman, or in his absence the Vice-Chairman shall preside at the meetings of the Council. In the absence both of the Chairman and of the Vice-Chairman, the members of the Council present shall choose one of their number to be chairman of the meeting.
- 11.4 The continuing members of the Council may act notwithstanding any vacancy in their body but if their number is reduced below the lowest number fixed in accordance with Article 9.1 (c) hereof, the continuing members of the Council may act for the purpose of increasing the number of members of the Council to that number, or of summoning a general meeting of the Association but for no other purpose.
- 11.5 All acts done by any meeting of the Council or by any person acting as a member of the Council shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member acting as aforesaid, or that he was disqualified as if every such person had been appointed and was duly qualified to be a member of the Council.

- 11.6 A member of the Council (including a co-opted member) may in writing appoint an alternate to act in his place at any Council meeting at which he is unable to be present, and such alternate shall (if due notice of his appointment shall have been given to the Secretary) be entitled to notice of all meetings covered by his appointment.

EXECUTIVE COMMITTEE

- 12.1 There shall be an Executive Committee of at least five members comprising the Office-bearers (with the exception of the President and the Vice-Presidents) and up to nine members of the Council elected by the general membership at any general meeting.
- 12.2 All members of the Executive Committee (including the Manager and the Treasurer, subject to the provisions of Article 12.10), shall have voting powers on the Executive Committee. The Manager will remain a member of the Executive Committee ex officio and shall not be subject to retiral. The remaining members of the Executive Committee shall be elected to serve on the Executive Committee in accordance with the provisions of and for the duration stated in Article 12.3.
- 12.3 Initially, three members shall be elected to serve for one year, three members for two years and three members for three years. At the end of the first year and the second year, members shall be elected for a three year period each year, until such time as all members are elected for a full three year period. Declaring to avoid doubt that (subject to the powers of co-option referred to in Article 12.4 and as aftermentioned) such members shall be eligible for re-election for a further two terms of three years only. Thereafter, such members shall require to retire for a period of one year before seeking re-election. Following such re-election, such members shall be entitled to be re-elected for a further two terms of three years (six years in total) and so on. To avoid further doubt, if a member is co-opted during the period in which such member would ordinarily have been bound to retire, then such member will not, following such period of co-option be bound to retire but shall be entitled to seek immediate re-election (unless such period of co-option ends prior to the expiry of the period of one year from the date on which such member would ordinarily have retired, in which case such member shall only be entitled to seek re-election following the expiry of said one year period).
- 12.4 A quorum of the Executive Committee shall be four. The Executive shall have the power to co-opt any other appropriately qualified member of the Association for a specific purpose without increasing the quorum.
- 12.5 The Executive Committee shall meet at least four times in any Membership Year. The powers and duties of the Executive Committee are as detailed in Article 13.
- 12.6 The office of Executive Committee member (and also of director of the Association in terms of Article 14.4) shall be vacated:-
- (a) If he becomes bankrupt or makes any arrangement or composition with his creditors;
 - (b) If he becomes of unsound mind;
 - (c) If (with the exception of the Director) he ceases to be a member of the Association;
 - (d) If by notice in writing to the Association he resigns his office as Executive Committee member;

- (e) If he ceases to hold office as a director of the Association by reason of any order made under Section 303 of the Act;
 - (f) If he fails, without good reason, to attend four consecutive Executive Committee meetings. The Executive Committee shall be sole judge of what constitutes good reason; or
 - (g) If (being an Office-bearer) he ceases to hold office as an Office-bearer for any reason.
- 12.7 There shall not be any age limit for members of the Executive Committee (nor, therefore of directors of the Association) and Section 293 of the Act shall accordingly not apply.
- 12.8 No officer of the Association shall be entitled to receive remuneration solely in respect of his or her services rendered to the Association in his or her capacity as an officer of the Association.
- 12.9 Without prejudice to the generality of Article 12.8, the Secretary, the Manager and the Treasurer shall be entitled to be remunerated by the Association (in accordance with the provisions of Articles 14.2, 14.3 and 14.5 respectively) in respect of services rendered to the Association other than in their respective capacities as officers of the Association.
- 12.10 To avoid doubt, Section 317 of the Act shall be deemed to be expressly incorporated into the Articles. Without prejudice to the generality, neither the Manager nor the Treasurer shall be entitled to vote at, nor be counted in quorum of any meeting of the Executive Committee on any matter concerning their respective levels of remuneration by the Association nor of any of their other respective terms and conditions of employment with the Association.

POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

- 13.1 The general business of the Association shall be managed by the Executive Committee 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; subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Association in general meeting. No regulation, however, made by the Association in general meeting shall invalidate any prior act of the Executive Committee which would have been valid if that regulation had not been made.
- 13.2 Without prejudice to the generality of Article 13.1 the Executive Committee shall have power:
- (a) in respect of the management and finances of the Association;
 - (b) to appoint special committees and in particular to refer such matters as it considers appropriate, to the Council for further consideration;
 - (c) to fill up in any particular year, any vacancy occurring in the Office-bearers or Executive Committee;
 - (d) to appoint for such period and at such terms of financial remuneration as may be decided, the Manager and the Treasurer (including the Honorary Treasurer) of the Association.
- 13.3 Without prejudice to the generality of Article 13.2, the Executive Committee may delegate any of its powers to one or more executive committees consisting of such present or past Council members as the Executive Committee may from

time to time appoint for this purpose, and such executive committees may further delegate any of their powers to sub-committees which may include members of the Association who are not and have never been members of the Council. Such executive committees and sub-committees shall in all respects conform with any regulations imposed upon them from time to time by the Executive Committee the constituting executive committee respectively. Except insofar as superseded by any such regulations, the meetings and proceedings of the executive committees and sub-committees shall be governed (so far as applicable) by the provisions of these Articles for regulating the meetings and proceedings of the Executive Committee.

- 13.4 The Executive Committee and all executive committees and sub-committees appointed by the Executive Committee in accordance with the provisions of this Article 13 shall be free to invite to their meetings any professional adviser to the Association and any Assessor appointed by any body which the Executive Committee or any executive committee or sub-committee may consider to have specialist knowledge useful for the purposes of the Association. Such invitees shall attend in a purely advisory capacity and shall have no voting rights.
- 13.5 All acts done by any meeting of the Executive Committee or of an executive committee or sub-committee, appointed by the Executive Committee in accordance with the provisions of this Article 13 as aforesaid or by any person acting as a member of any of the forgoing, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that he was disqualified, be as valid as if every such person had been appointed and was duly qualified to be a member of the Executive Committee or of the relevant executive committee or sub-committee.
- 13.6 A member of Executive Committee (including a co-opted member) may in writing appoint an alternate to act in his place at any Executive Committee or executive committee or sub-committee meeting at which he is unable to be present, and such alternate shall (if due notice of his appointment shall have been given to the Secretary) be entitled to notice of all meetings covered by his appointment.
- 13.7 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Executive Committee shall from time to time by resolution determine.
- 13.8 The Executive Committee shall cause minutes to be made in books provided for the purpose:-
- (a) Of all appointments of officers (including Office-bearers) made by the Executive Committee;
 - (b) Of the names of the members of the Executive Committee present at each meeting of the Executive Committee and of any committee thereof;
 - (c) Of all resolutions and proceedings at all meetings of the Association, and of the Executive Committee, and of committees of the Executive Committee;

and every member of the Executive Committee present at any meeting of the Executive Committee shall sign his name in a book to be kept for that purpose.

- 13.9 The Executive Committee shall in each Membership Year prepare an annual framework of activities to be carried out by the Association within that

Membership Year, for presentation to the Council in accordance with Article 10.1.

DIRECTORS, SECRETARY AND TREASURER

- 14.1 The Executive Committee duly appointed in terms of Article 12.1 hereof shall ex officio be the directors of the Association for the purposes of the Act and shall continue to act as directors (irrespective of age or length of tenure) until they respectively demit office. It shall be a condition of being appointed as a member of the Executive Committee that such member agrees to sign all documentation required by Company law from time to time in order to give effect to this provision. If such member ceases to be a director of the Association for any reason then he shall automatically cease to be a member of the Executive Committee and vice versa.
- 14.2 The Secretary (who may, but need not also be the Manager) shall be appointed by the Executive Committee for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Executive Committee.
- 14.3 The Manager (who may, but need not also be the Secretary) shall be appointed by the Executive Committee for such term, at such remuneration and upon such conditions as it may think fit, and the Manager so appointed may be removed by the Executive Committee (notwithstanding the generality of Article 8.2).
- 14.4 The office of director of the Association shall be vacated in any or all of the events specified in Article 12.6.
- 14.5 The Treasurer (which expression shall include an Honorary Treasurer) shall be appointed by the Executive Committee for such term, at such remuneration and upon such conditions as it may think fit and any Treasurer so appointed may be removed by the Executive Committee.

THE COMMON SEAL

- 15 If the Association chooses to use a Common Seal (which it shall not be bound to do) then such Common Seal shall not be affixed to any instrument except by the authority of the Executive Committee, and every instrument to which the Common Seal shall be affixed shall be signed by a member of the Executive Committee and shall be countersigned by the Secretary or by a second member of the Executive Committee or by some other person appointed by the Executive Committee for the purpose.

ACCOUNTS

- 16.1 The Executive Committee shall cause proper books of accounts to be kept with respect to:-
 - (a) all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Association; and
 - (c) the assets and liabilities of the Association.Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Association's affairs and to explain its transactions.
- 16.2 The books of account together with the certified accounts of the Association (as certified by the Auditor or independent examiner in terms of Article 16.6) shall be kept at the registered office of the Association, or at such other place as the

Executive Committee shall think fit. Such certified accounts shall always be open to the inspection of the members of the Association.

- 16.3 No member of the Association shall have any right of inspecting any account or book or document of the Association (with the exception of the certified accounts as aforesaid) except as conferred by statute or authorised by the Association in general meeting.
- 16.4 The Council shall from time to time in accordance with the relevant provisions of the Act cause to be prepared and to be laid before the Association in general meeting such profit and loss accounts, balance sheets and reports as are referred to in those provisions.
- 16.5 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Association in general meeting, together with a copy of the Auditor's or independent examiner's report, shall not less than 21 days before the date of the meeting be sent to all persons entitled under Article 6.1 to receive notice of such meeting.
- 16.6 Once at least in every Membership Year the accounts of the Association shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained and certified by the Auditor or independent examiner.
- 16.7 The Auditor or independent examiner shall be appointed and his duties regulated in accordance with the relevant provisions of the Act.

DISSOLUTION

- 17 Clause IX of the Memorandum of Association of the Association shall have effect as if the provisions thereof were repeated in these Articles.

Names, Addresses and Descriptions of Subscribers

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