

The Companies Acts 2006
Private Company Limited by Guarantee and not having a Share Capital
Articles of Association
of
UK Asbestos Training Association Limited
Company number: 06462721
(Adopted by special resolution passed on Thursday 6th July, 2017)

Part 1: Interpretation

1 Defined terms

1.1 In these Articles, unless the context otherwise requires:

Act means the Companies Act 2006

appointor has the meaning given in **Article 26.1**

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

asbestos training means training for those persons who are liable to disturb asbestos whilst carrying out their normal everyday work, or who may influence how work is carried out, or other such similar wording that has the same meaning under current UK legislation

Association means UK Asbestos Training Association Limited

British Crown Dependencies includes the territories of Jersey, Guernsey, and the Isle of Man

British Overseas Territories are fourteen territories of the United Kingdom that, although they do not form part of the United Kingdom itself, fall under its jurisdiction and comprise Anguilla; Bermuda; British Antarctic Territory; British Indian Ocean Territory; British Virgin Islands; Cayman Islands; Falklands Islands; Gibraltar; Monserrat; Pitcairn Islands; Saint Helena; Ascension and Tristan Da Cunha; South Georgia and the South Sandwich Islands; Sovereign Base Areas of Akrotiri and Dekhelia; and Turks and Caicos Islands.

Board means the Board of Directors of the Association from time to time

business day means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business

Asbestos Awareness Member means a member that delivers asbestos awareness training, but not any form of training for work with asbestos

Non-Licensable Member means a member that delivers training for notifiable non-licensable work (NNLW) and non-licensable asbestos work and may also deliver asbestos awareness training, but not training for licensable work with asbestos

Licensable Member means a member that delivers training for licensable work with asbestos and may also deliver training for non-licensable asbestos work and asbestos awareness training

clear days means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

Director or **Directors** means the Directors for the time being of the Association or (as the context shall require) any of them acting as the Board

eligible Director means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of a particular matter)

executed includes any mode of execution

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Model Articles Regulations

Model Articles Regulations means the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

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

training for licensable work with asbestos means training for those working with asbestos which is licensable, such as removing asbestos insulation or insulating board, or other such similar wording that has the same meaning under current UK legislation

training for notifiable Non-Licensable work (NNLW) and non-licensable asbestos work means training for those who undertake planned work with asbestos which is not licensable, such as a roof or demolition work removing a whole asbestos cement sheet in good condition or analytical staff and asbestos surveyors, or other such similar wording that has the same meaning under current UK legislation

United Kingdom means Great Britain and Northern Ireland

1.2 Unless the context otherwise requires:

(a) words in the singular shall include the plural and in the plural include the singular; and

(b) a reference to one gender shall include a reference to the other gender.

1.3 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.

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.5 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Application of the Model Articles

- 2.1 The Model Articles shall apply to the Association, except in so far as they are modified or excluded by these Articles.
- 2.2 Articles 7, 8, 9(1) and (3), 11, 13(1), 14(1), (2), (3) and (4), 17, 19, 20, 22, 30(2) and (4), 38 and 39 of the Model Articles shall not apply to the Association.

Part 2: Objects and Income

3 Objects of the Association

Without in any way restricting the powers of the Association, the objects of the Association include but are not limited to establishing, setting, verifying, auditing and maintaining appropriate standards for, and promoting industry best practice amongst asbestos training providers in the United Kingdom including British Crown Dependencies and the British Overseas Territories and such other locations as the Board may agree appropriate from time to time.

(the **Objects**).

4 Income and property of the Association

The income, capital and property of the Association shall be applied solely towards the promotion of the Objects of the Association.

Part 3: Directors

Decision making

5 Collective decisions

- 5.1 The general rule about decision-making by Directors is that any decision of the Directors must be by a majority decision taken in one of the following ways:
- (a) at a meeting of the Directors;
 - (b) by written resolution, copies of which have been signed by a majority of the eligible Directors or to which a majority of the eligible Directors have otherwise indicated their agreement in writing; or
 - (c) by a majority of the eligible Directors indicating to each other, by any means (including, without limitation, by telephone, email, video conferencing or other electronic means), that they share a common view on a matter.

5.2 If the Association has only one Director, the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

6 Rules and bye-laws

6.1 The Directors shall make such rules or bye-laws as they may deem necessary or convenient for the proper conduct and management of the Association and the Directors may alter or repeal any such rules or bye-laws and may make additions thereto and in particular, but without limitation, they may by such rules or bye-laws:

- (a) regulate the admission and classification of members of the Association and the rights and privileges of such members;
- (b) regulate the entrance fees, annual membership fees (which may vary between categories of members), subscriptions and other fees or payments to be made by members;
- (c) regulate the conduct of members of the Association in relation to one another, and to the Association's employees;
- (d) regulate the procedure at general meetings and Directors' meetings insofar as such procedure is not regulated by the Act or by the Articles;
- (e) make recommendations on the criteria or circumstances which may give rise to the termination or suspension of a member; and
- (f) generally, regulate all such matters as are commonly the subject matter of such rules.

6.2 Any such rules or bye-laws (as amended or varied in accordance with the Articles), shall be binding on all members of the Association provided that no rules or bye-laws shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

7 Calling a Directors' meeting

7.1 Any Director may call a Directors' meeting, and on the request of any Director the secretary or other authorised party (if any) shall call a Directors' meeting, by giving not less than seven business days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors.

7.2 Notice of a Directors' meeting shall be given in accordance with Article 37 to each Director

8 Quorum for Directors' meetings

8.1 If there are insufficient Directors present to make a quorum at a Directors' meeting, the only proposal that may be voted on is a proposal to call another meeting.

8.2 Subject to **Articles 8.3** and **8.4**, the quorum for the transaction of business at a meeting of Directors may be fixed from time to time by the Directors and, unless otherwise fixed, shall be five Directors.

8.3 If the Association has only:

- (a) one Director, the quorum for Directors' meetings shall be one;
- (b) two Directors, the quorum for Directors' meetings shall be two;
- (c) three Directors, the quorum for Directors' meetings shall be three; and

(d) four Directors, the quorum for Directors' meetings shall be four.

8.4 For the purposes of any meeting (or part of a meeting) held pursuant to **Article 13** to authorise a Director's conflict of interest, if there is only one eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Director.

9 **Chairman, vice chairman, treasurer and working group chairman**

9.1 The Board shall appoint, and may from time to time remove, Directors to the office of chairman, vice chairman, treasurer, working group chairman and any such office as the Board may determine as necessary.

9.2 The chairman, vice chairman, treasurer and working group chairman and other Board appointed office shall cease to hold office if they cease to be a Director.

9.3 For the avoidance of doubt, a Director who ceases to be chairman, vice chairman, treasurer or working group chairman shall not automatically cease to be a Director.

10 **Voting**

10.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman or other Director chairing the meeting has a second and casting vote.

10.2 **Article 10.1** shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other Director is not an eligible Director for the purposes of that meeting (or part of a meeting).

10.3 The Board shall be entitled to invite representatives of key industry stakeholders as determined, from time to time, by the Board, to attend Directors' meetings as observers. Any organisations attending Directors' meetings as observers shall not have any right to vote on any matters unless they have been elected as Directors at an annual general meeting or appointed by the Board in accordance with **Article 22.2**.

10.4 The Board through the Chairman may require the observers to leave the Directors' meeting at any time.

11 **Records of decisions to be kept**

The Board shall keep proper minutes of all:

- (a) appointments of Directors made by the Board;
- (b) meetings of the Association; and
- (c) meetings of the Board and of working groups of the Board including the names of Directors present, decisions made at each meeting and where appropriate, the reasons for those decisions.

12 **Secretary**

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

Directors' interests

13 Conflicts

13.1 For the purposes of section 175 of the Act the Directors may authorise any matter which would or might, if not so authorised, involve a breach of duty by a Director under that section, including, without limitation, any relevant situation. Any such matter shall be considered, however so proposed, at a meeting of the Directors, in accordance with any procedures for the time being established for the purpose by the Directors or in such other manner as the Directors may approve.

13.2 Any authorisation pursuant to **Article 13.1**:

- (a) shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) will be subject to any restrictions or conditions expressly imposed by the Directors at the time of authorisation or subsequently, or as varied from time to time, including (without limitation) as to whether the Director in question or any other interested Director may vote or be counted in the quorum at a meeting or otherwise participate in the decision-making process in relation to any resolution relating to the relevant situation; and
- (c) may be terminated by the Directors at any time.

13.3 For the purposes of these Articles, a reference to:

- (a) a **relevant situation** means any matter which relates to a situation in which a Director has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Association (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Association could take advantage of it but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest);
- (b) a **conflict of interest** includes a conflict of interest and duty and a conflict of duties; and
- (c) **general duties** means the general duties a Director owes to the Association pursuant to sections 171 to 177 of the Act.

13.4 No authority under this Article is required in respect of a conflict of interest arising in relation to a transaction or arrangement with the Association, but this is without prejudice to a Director's obligation to declare any interest pursuant to **Article 14**.

13.5 In addition to compliance with this **Article 13**, all Directors shall comply with the Association's Code of Good Governance and Director's Protocols (to the extent not conflicting with these articles).

14 Transactions or arrangements with the Association

14.1 Subject to the provisions of the Act and compliance with the provisions of this **Article 14**, a Director notwithstanding his office:

- (a) may enter into or otherwise be interested in any transaction or arrangement with the Association or in which the Association is otherwise interested;
- (b) may act by himself or through his firm in a professional capacity for the Association, and in any such case on such terms as to remuneration and

otherwise as the Directors may arrange, either in addition to or instead of any remuneration provided for by any other Article; and

- (c) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body in which the Association is otherwise (directly or indirectly) interested.

14.2 Where a Director is in any way (directly or indirectly) interested in a proposed transaction or arrangement with the Association, he:

- (a) shall declare the nature and extent of his interest to the Directors before the Association enters into the transaction or arrangement; and
- (b) may in accordance with section 177 of the Act make the declaration at a meeting of the Directors or give it to the Directors by notice in writing, by general notice or by any other means.

14.3 Except to the extent that an interest has been declared in accordance with **Article 14.2**, where a Director is in any way (directly or indirectly) interested in a transaction or arrangement that has been entered into by the Association, he:

- (a) shall as soon as is reasonably practicable declare the nature and extent of his interest to the Directors; and
- (b) must make the declaration at a meeting of the Directors or give it to the Directors by notice in writing or by general notice in accordance with section 182 of the Act.

14.4 In the case of **Articles 14.2 and 14.3**:

- (a) a Director need not declare an interest:
 - (i) if it cannot be reasonably regarded as likely to give rise to a conflict of interest;
 - (ii) if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
 - (iii) if, or to the extent that, it concerns the terms of his service contract that have been or are to be considered by a meeting of the Directors or by a working group of the Directors appointed for the purpose under these Articles; and
- (b) if a declaration made pursuant to either Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

15 **Liability to account**

A Director shall not by reason of his office be liable to account to the Association for any remuneration, profit or other benefit derived as a result of:

- (a) any relevant situation authorised pursuant to **Article 13.1** (subject to any restrictions or conditions to which such authorisation was subject); or
- (b) any interest permitted under **Article 14.1**,

and no transaction or arrangement shall be liable to be void on the grounds of a Director having an interest or benefit authorised or permitted pursuant to these Articles.

16 **Proceedings of Directors**

- 16.1 Unless authorised by the Board, a Director may not vote, and shall not be counted in the quorum present, at a meeting of the Directors or of a working group of Directors on or otherwise participate in the decision-making process in relation to any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which conflicts, or possibly may conflict, with the interests of the Association.
- 16.2 The Association may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of the Directors or a working group of Directors or otherwise participating in the decision-making processes of the Directors.
- 16.3 Where a Director finds himself in a situation in which he has an interest which conflicts, or possibly may conflict, with the interests of the Association, the general duties will not be infringed by anything done (or omitted to be done) in accordance with the following provisions. The Director may, for as long as he reasonably believes the situation subsists:
- (a) absent himself from meetings of the Directors or from the discussion of any matter at a meeting;
 - (b) make such arrangements as he sees fit for relevant board papers not to be sent to him; and/or
 - (c) behave in any other way authorised by any guidance which may from time to time be issued by the Directors.

17 **Confidential information**

Where a Director obtains (otherwise than as Director or employee of the Association) information in respect of which he owes a duty of confidentiality to another person he shall not be obliged to disclose such information or use it for the benefit of the Association (in circumstances in which he would otherwise be so obliged) if it relates to:

- (a) a relevant situation authorised pursuant to **Article 14** (unless any restrictions or conditions to which such authorisation is subject provide otherwise); or
- (b) an interest permitted under **Article 14.1**,

and any failure on the part of that Director to disclose or use any such information in performing his duties as a Director of the Association will not constitute a breach by him of the general duties. This Article is without prejudice to any equitable principle or rule of law which may excuse or regulatory requirement which may prevent, a Director from disclosing information.

18 **Third party benefits**

The acceptance of a benefit by a Director from a third party (within the meaning of section 176 of the Act) will not constitute a breach of that section if:

- (a) the acceptance of the benefit is in accordance with guidelines from time to time approved by the Association for these purposes; or
- (b) the acceptance of the benefit cannot reasonably be regarded as likely to give rise to a conflict of interest.

Delegation of powers

19 Delegations to Directors with portfolio

- 19.1 The Directors may delegate any of their powers or the implementation of any of their resolutions and day to day management of the affairs of the Association to any Director(s) who may be assigned a portfolio to deal with such matters in question, for example, the Board may decide to appoint a Director with portfolio to deal with human resource matters. No individual Director shall have more than 2 portfolios assigned to him/her.
- 19.2 In the case of delegation of powers to Director with a portfolio:
- (a) the resolution making that delegation shall specify those who shall be appointed in such capacity;
 - (b) such Director shall report regularly to the Directors and any resolution passed or decision taken by any such Director shall be reported forthwith to the Directors;
 - (c) all delegations under this Article shall be revocable at any time;
 - (d) the Directors appointed under this Article 19 shall be regulated by and act in accordance with any regulations set out by the Directors for such portfolio or working group; and
 - (e) no Director shall incur expenditure on behalf of the Association in connection with his/her portfolio except in accordance with a budget which has been approved by the Directors.
- 19.3 For the avoidance of doubt, the Directors may delegate financial matters to a Director with portfolio for the same.

20 Delegation of day to day management

- 20.1 The Directors may delegate the implementation of any of their resolutions and day to day management of the affairs of the Association to any person in accordance with the conditions set out in these Articles.
- 20.2 In the case of delegation of the day to day management of the Association to any person:
- (a) the delegated power shall be to manage the Association by implementing the policy and strategy adopted and within a budget approved by the Directors and if applicable to advise the Directors in relation to such policy, strategy and budget;
 - (b) the Directors shall provide any such person with a description of his or her role and the extent of his or her authority; and
 - (c) such person shall report regularly to the Directors on the activities undertaken in managing the Association and provide them regularly with management accounts sufficient to explain the financial position of the Association.

Appointment, retirement and removal of Directors

21 Number of Directors

- 21.1 Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be more than eleven.
- 21.2 No person who is not a member of the Association (or a representative of such member if it is a body) shall be eligible to be appointed as a Director.
- 21.3 The number of Directors who are Licensable Members (or their representatives) shall at all times be not less than 52% of the number of Directors in office. If the number of Directors who are Licensable Members is less than 52% of the number of Directors in office the Association shall (or any Director on behalf of the Association shall) convene a Directors' meeting to either appoint additional Directors who are Licensable Members or to remove such number of Directors who are Asbestos Awareness Members or Non-Licensable Members as may be necessary to comply with this **Article 21.3**. Pending the appointment or removal of Directors in accordance with this **Article 21.3**, the Directors in office who are Licensable Members (or their representatives) shall have such number of additional votes as required to ensure that they have at least 52% of the voting rights at any Directors' meeting.
- 21.4 The number of Directors who are Non-Licensable Members (or their representatives) shall at all times be equal to but no more than 28% of the number of Directors in office. If the number of Directors who are Non-Licensable Members is more than 28% of the number of Directors in office the Association shall (or any Director on behalf of the Association shall) convene a Directors' meeting to remove such number of Directors who are Non-Licensable Members as may be necessary to comply with this **Article 21.4**. If the number of Directors who are Non-Licensable Members is less than 28% of the number of Directors in office the Association shall (or any Director on behalf of the Association shall) convene a Directors' meeting with a view (but without being required) to appoint additional Directors who are Non-Licensable Members as may be necessary to comply with this **Article 21.4**
- 21.5 The number of Directors who are Asbestos Awareness Members (or their representatives) shall at all times be equal to but no more than 20% of the number of Directors in office. If the number of Directors who are Asbestos Awareness Members is more than 20% of the number of Directors in office the Association shall (or any Director on behalf of the Association shall) convene a Directors' meeting to remove such number of Directors who are Non-Licensable Members as may be necessary to comply with this **Article 21.5**. If the number of Directors who are Asbestos Awareness Members is less than 20% of the number of Directors in office the Association shall (or any Director on behalf of the Association shall) convene a Directors' meeting with a view (but without being required) to appoint additional Directors who are Asbestos Awareness Members as may be necessary to comply with this **Article 21.5**

22 Methods of appointing Directors

- 22.1 Any person who is willing to act as a Director, is permitted by law to do so and is eligible to be a Director in accordance with **Article 21** may be appointed as a Director by ordinary resolution passed by the members at the Association's annual general meeting.

22.2 The Board may, from time to time, appoint a Director to fill a vacancy. Any Director appointed in this way must retire at the first annual general meeting after his appointment, at which he may stand for re-election.

23 Retirement of Directors

23.1 Following adoption of these Articles and at each and every annual general meeting thereafter a third of the Directors shall retire by rotation with the exception of the Directors holding the offices of Chairman and Vice Chairman respectively, who nevertheless shall retire by rotation at the second annual general meeting following their appointment by the Directors.

23.2 Directors who for whatever reason elect to retire voluntarily will take precedence in the numbers to be required to retire by rotation.

23.3 In the circumstances where the number of Directors electing to retire voluntarily does not meet the third of the total Directorship, the Directors to retire by rotation at each annual general meeting of the association pursuant to **Article 23.1** shall be those who have been the longest in office upon the date of such annual general meeting since their election or re-election to office but as between members of the Board who are elected or re-elected on the same day those to retire shall be determined by the drawing of lots.

23.4 Directors who retire shall be entitled to submit themselves for re-election.

24 Removal of Directors

The office of a Director shall be vacated if:

- (a) a member or members holding a majority of the voting rights in the Association (within the meaning of Schedule 6 of the Act) vote to remove him from office. Any such removal shall be made by notice in writing to the Association signed by the member or members making the same or, in the case of a member being a body, signed by one of its Directors or duly authorised officers or by its duly authorised attorney and shall take effect upon lodgement of such notice at the Association's registered office;
- (b) he resigns by giving notice to the Association;
- (c) he is absent without the permission of the Directors from all Directors' meetings for 4 consecutive months;
- (d) he dies or ceases to exist;
- (e) he is convicted of an indictable offence for which he is sentenced to a term of imprisonment;
- (f) a bankruptcy order is made against him or he makes any arrangement or composition with his creditors;
- (g) a registered medical practitioner who is treating him gives a written opinion to the Association that he has become physically or mentally incapable of acting as a Director and may remain so for three months;
- (h) he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (i) the remaining Directors by majority vote resolve to remove him from office;

- (j) he ceases to be a member of the Association;
- (k) in the case of a Director who is a duly authorised representative of a member organisation, the Association receives a written notice from the member organisation that such Director has ceased to be a duly authorised representative of the member organisation; or
- (l) in the case of a Director who is duly authorised representative of a member organisation, that member organisation ceases to be a member,

and Article 18 of the Model Articles shall be modified accordingly.

25 **Benefits to Directors**

Directors are entitled to receive such remuneration, expenses and other benefits as the Board determines.

Alternate Directors

26 **Appointment and removal of alternate Directors**

26.1 Any Director (**appointor**) may appoint as an alternate any other Director to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the appointor.

26.2 Any appointment or removal of an alternate must be effected by notice in writing to the Association signed by the appointor, or in any other manner approved by the Directors.

26.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the appointor.

27 **Rights and responsibilities of alternate Directors**

27.1 An alternate Director may act as alternate Director to only one Director and has the same rights in relation to any decision of the Directors as his appointor.

27.2 Except as the Articles specify otherwise, alternate Directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of working groups of Directors of which his appointor is a member.

- 27.3 An alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 27.4 An alternate Director may be paid expenses and may be indemnified by the Association to the same extent as his appointor but shall not be entitled to receive any remuneration from the Association for serving as an alternate Director.

28 **Termination of alternate Directorship**

An alternate Director's appointment as an alternate terminates:

- (a) when the appointor revokes the appointment by notice to the Association in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a Director;
- (c) on the death of the appointor; or
- (d) when the alternate's appointment as a Director terminates.

Part 4: Membership

29 **Classes of membership**

- 29.1 The various classes or categories of membership shall be as from time to time prescribed by the rules or bye-laws of the Association and such rules or bye-laws shall specify the terms on which persons are eligible for membership of the Association and the entrance fees (if any), subscriptions payable and the conditions under which a member may resign his membership or have his membership terminated and every person admitted to membership of the Association shall be bound by and to observe the provisions of these Articles and the said rules or bye-laws.
- 29.2 Save as set out in **Article 6.1**, the special rights attached to a class of membership may only be varied by special resolution of that class of members.
- 29.3 If a member chooses to offer training outside the scope of the particulars of its class of membership, it must advise the Association in advance of this intention and undertake any procedure required by the rules or by-laws for qualification to a different category of membership. The Association shall alter the member's class of membership upon being satisfied that such member has completed all necessary procedures.
- 29.4 A member may not undertake training outside the scope of the category in which it has been admitted to membership, even if such member makes no reference to its membership of the Association when undertaking such training.

30 **Application for membership**

- 30.1 The Board may admit any person from time to time as a member of the Association, provided that they meet the criteria for membership as a Asbestos Awareness Member, Non-Licensable Member or Licensable Member as determined by the Directors from time to time.

- 30.2 In the event of an applicant for membership being refused membership by the Board, the Board shall write to the applicant within 21 days of the decision, stating the reasons for such refusal. The Board must then consider any written representations by an applicant concerning the decision. Following the written representations, the Board shall notify the applicant of its decision, which shall be final.
- 30.3 The Board shall be entitled to charge an annual membership fee as determined by the Board from time to time at their entire discretion. Such fee shall be chargeable based on the class of membership to which a member belongs.

30.4 Membership is not transferable.

31 Termination of membership

31.1 A person's membership terminates if:

- (a) a resolution is passed by the Directors that it is in the best interests of the Association that such membership be terminated or that he fails to meet the membership criteria set by the Directors or fails to abide by the Articles, rules or by-laws of the Association, provided that;
 - (i) the member is given at least 14 days' notice of the Directors' meeting at which the resolution will be proposed and the reasons why it is to be proposed; and
 - (ii) the member alone or his representative alone has been given the opportunity to make representations to the Directors' meeting;
- (b) he withdraws from membership of the Association by giving 7 days' notice to the Association;
- (c) he dies or ceases to exist, becomes insolvent or in the case of a body corporate, files dormant company accounts;
- (d) any subscription or membership fee due to the Association remains outstanding for more than 30 days and the Directors determine that the member's membership shall terminate.

31.2 No member is entitled to any refund of subscription, membership or other fee on ceasing to be a Member (for any reason).

Part 5: General meetings

32 Quorum for general meetings

- 32.1 The quorum for the transaction of business at a general meeting shall be the lesser of twenty members or twenty per cent (rounded down to the nearest whole number) of total membership.
- 32.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, it shall stand adjourned to the same day in the next week, at the same time and place, or at such other time and place as the Directors may determine.

Annual general meetings

33 Holding an annual general meeting

- 33.1 The Association shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Association and that of the next.
- 33.2 The annual general meeting shall be held at such time and place as the Directors shall appoint.
- 33.3 The annual general meeting may be called by shorter notice if it is so agreed by all the members entitled to attend and vote.
- 33.4 At each annual general meeting the Board shall present the latest accounts of the Association, together with a balance sheet and reports of the Directors, to the members for their approval.

34 Notice of annual general meeting

- 34.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 14 clear days' notice in writing.
- 34.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Voting

35 Votes of members

- 35.1 No member shall be entitled to vote at any general meeting or at any adjourned meeting if he owes any money to the Association which is more than 30 days overdue.
- 35.2 Any objection to the qualification of any member to vote must be raised at the meeting at which the vote is tendered and the decision of the chairman shall be final.
- 35.3 A representative of a member organisation shall not be entitled to represent that member organisation at any meeting unless written notice has been received by the Association of the name of the representative. The representative may continue to represent the member organisation until written notice to the contrary is received by the Association.
- 35.4 Decisions concerning the following matters must be decided on by at least 75% of the Licensable Members:
- (a) calling of a meeting of the Association for the purpose of winding up the Association;
 - (b) the appointment of an administrator;
 - (c) merging, amalgamating or entering into a trading partnership with any other company or undertaking; and

- (d) passing any resolution or engaging in any other matter which represents a substantial change in the nature of the business of the Association or in the manner in which the business is conducted.

35.5 Subject always to compliance with law, decisions concerning the following matters must be decided on by at least 60% of the Licensable Members:

- (a) amending the Association's articles of association;
- (b) change of the name of the Association; and
- (c) altering any rights attaching to any class of membership of the Association (save to the extent such rights are contained in the rules or bye-laws of the Association which may be amended in accordance with their terms and **Article 6**).

36 Proxies

36.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Association in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

36.2 Article 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

Part 6: Administrative arrangements

37 Means of communication to be used

37.1 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 second class post to an address in the United Kingdom, 72 hours after it was posted;
- (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, 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 37**, no account shall be taken of any part of a day that is not a working day.

37.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

38 Indemnity

38.1 Subject to **Article 39**, 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 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 in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Association's affairs; and
- (b) the Association may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in **Article 38.1(a)** and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

38.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

38.3 In this **Article 38** a **relevant officer** means any Director or other officer or former Director or other officer of the Association.

39 **Insurance**

39.1 The Directors 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.

39.2 In this **Article 39**:

- (a) a **relevant officer** means any Director or other officer or former Director or other officer of the Association; and
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Association.