

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

KNITTING & CROCHET GUILD

Company No: 05457452

Registered Charity No: 1113468

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OF
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(Adopted by special resolution passed on 17th September 2022)

1. Interpretation

1.1. In these Articles, unless the context otherwise requires:

Act:	means the Companies Act 2006;
Articles:	means the Guild's Articles of Association for the time being in force;
Branch	means an independent group that is approved by the Guild to undertake activities that advance the Objects, and is governed in accordance with the provisions of Article 11 of these Articles;
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;
Chair	means the Chair of the Guild, appointed in accordance with Article 23.1;
Charities Act:	means the Charities Act 2011;
Charity Commission:	means the Charity Commission for England and Wales;
clear days:	in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;
Director:	means a director of the Guild. The Directors are charity trustees as defined in the Charities Act;
document:	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form and electronic means:	have the meaning given to such terms in section 1168 of the Act;
Financial Expert:	means a person who is reasonably believed by the Directors to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

Guild:	means the Knitting & Crochet Guild, which is a charitable company regulated by the Articles;
Member:	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Model Articles:	means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
Model Rules:	means the model rules governing Branches, as amended from time to time by the Directors;
Objects:	means the objects of the Guild as stated in Article 2;
Office Bearer	means the Chair, Vice-Chair, Secretary, Treasurer or other honorary officers of the Guild, as appointed under Article 23.1;
Special resolution:	has the meaning given in section 283 of the Act;
United Kingdom:	means the United Kingdom of Great Britain and Northern Ireland;
Vice-Chair	means the Vice-Chair of the Guild, appointed in accordance with Article 23.1; and
Writing:	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2. Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. A reference in these Articles to an **Article** is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.5. Unless 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:
 - 1.5.1. any subordinate legislation from time to time made under it; and
 - 1.5.2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6. 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.
- 1.7. The Model Articles shall not apply to the Guild.

2. Objects

2.1. The Guild's Objects are:

To advance public knowledge and appreciation of the crafts of knitting and crochet particularly but not exclusively through the furtherance of skill and creativity in the said crafts and the preservation of the heritage of knitting and crochet.

3. Powers

3.1. In pursuance of the Objects, but not further or otherwise, the Guild has the power to:

- 3.1.1. maintain and develop a collection of items and objects associated with the crafts of knitting and crochet;
- 3.1.2. publish and present information (whether in person or virtually) relating to the crafts of knitting and crochet;
- 3.1.3. facilitate the establishment and development of Branches to advance public knowledge and appreciation of the crafts of knitting and crochet;
- 3.1.4. host and maintain a website for the distribution of information relating to the crafts of knitting and crochet;
- 3.1.5. accept (or disclaim) any gift of money, legacy or other tangible or intangible property;
- 3.1.6. raise funds by way of subscription, donation or otherwise;
- 3.1.7. trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- 3.1.8. establish or purchase companies to carry on any trade;
- 3.1.9. sell, lease or otherwise dispose of all or any part of the Guild's real or personal property and any and all rights of the Guild, subject to such consents as may be required by law;
- 3.1.10. borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Guild's property and assets, subject to such consents as may be required by law;
- 3.1.11. lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 3.1.12. buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;

- 3.1.13. set aside funds for particular purposes or as reserves against future expenditure;
- 3.1.14. deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- 3.1.15. delegate the management of investments to a Financial Expert, but only on terms that:
 - 3.1.15.1. the Guild's investment policy is set down in Writing by the Directors for the Financial Expert;
 - 3.1.15.2. all transactions are reported promptly and regularly to the Directors;
 - 3.1.15.3. investment performance is reviewed regularly with the Directors;
 - 3.1.15.4. the delegation arrangement may be cancelled by the Directors at any time;
 - 3.1.15.5. a review of the investment policy and the delegation arrangement shall be carried out at least annually;
 - 3.1.15.6. all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Directors on receipt;
 - 3.1.15.7. the Financial Expert must not do anything outside the powers of the Guild;
- 3.1.16. arrange for the investments or other property of the Guild to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Directors or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- 3.1.17. co-operate with other bodies and to exchange information and advice with them;
- 3.1.18. establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- 3.1.19. enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- 3.1.20. acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- 3.1.21. enter into contracts to provide services to or on behalf of other bodies;
- 3.1.22. provide or procure the provision of advice;

- 3.1.23. publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- 3.1.24. promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 3.1.25. employ and remunerate staff for carrying out the work of the Guild. The Guild may employ or remunerate a Director only to the extent permitted to do so by Article 5 and provided it complies with the conditions in that Article.
- 3.1.26. take out such insurance policies as are necessary to protect the Guild;
- 3.1.27. provide indemnity insurance for the Directors or any other officer of the Guild in relation to any such liability as is mentioned in Article 3.2, but subject to the restrictions specified in Article 3.3;
- 3.1.28. open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.29. alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- 3.1.30. organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.31. provide and assist in the provision of money, materials or other aid;
- 3.1.32. act as trustee and to undertake and execute charitable trusts;
- 3.1.33. amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects similar to the Objects;
- 3.1.34. do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

3.2. The liabilities referred to in Article 3.1.27 are:

- 3.2.1. any liability that by virtue of any rule of law would otherwise attach to a Director in respect of any negligence, default, breach of duty or breach of trust which the Director may be guilty in relation to the Guild;

3.2.2. the liability to make a contribution to the Guild's assets as specified in section 214 of the Insolvency Act 1986.

3.3. The following liabilities are excluded from Article 3.2.1:

3.3.1. fines;

3.3.2. costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty, or wilful or reckless misconduct of the Director or other officer;

3.3.3. liabilities to the Guild that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Guild or about which the person concerned did not care whether it was in the best interests of the Guild or not.

3.4. There is excluded from Article 3.2.2 any liability to make such a contribution where the basis of the Director's liability is the Director's knowledge prior to the insolvent liquidation of the Guild (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Guild would avoid going into insolvent liquidation.

4. Application of income and property

4.1. The income and property of the Guild shall be applied solely towards the promotion of the Objects.

4.2. A Director is entitled to be reimbursed from the property of the Guild or may pay out of such property reasonable expenses properly incurred by the Director when acting on behalf of the Guild.

4.3. Subject to the restrictions in Articles 3.2 and 3.3, a Director may benefit from trustee indemnity insurance cover purchased at the Guild's expense.

4.4. None of the income or property of the Guild may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Guild. This does not prevent a Member who is not also a Director receiving:

4.4.1. a benefit from the Guild in the capacity of a beneficiary of the Guild;

4.4.2. reasonable and proper remuneration for any goods or services supplied to the Guild.

5. Benefits and payments to Directors

5.1. No Director may:

5.1.1. buy any goods or services from the Guild;

5.1.2. sell goods, services, or any interest in land to the Guild;

- 5.1.3. be employed by or receive any remuneration from the Guild;
- 5.1.4. receive any other financial benefit from the Guild unless:
 - 5.1.4.1. the payment is permitted in accordance with Articles 5.2 to 5.6 and the Directors follow the procedure and observe the conditions set out in Article 5.7 of this Article, or
 - 5.1.4.2. the Directors obtain the prior written approval of the Charity Commission and fully comply with the procedures it prescribes.
- 5.2. A Director may receive a benefit from the Guild in the capacity of a beneficiary of the Guild.
- 5.3. A Director may be employed by the Guild or enter into a contract for the supply of goods or services to the Guild, other than for acting as a Director.
- 5.4. A Director may receive interest on money lent to the Guild at a reasonable and proper rate at least 2% per annum below the base rate of a clearing bank to be selected by the Directors.
- 5.5. A company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
- 5.6. A Director may receive rent for premises let by the Director to the Guild if the amount of the rent and the other terms of the lease are reasonable and proper.
- 5.7. The Guild and its Directors may only rely upon the authority provided by Articles 5.2 to 5.6 if each of the following conditions is satisfied:
 - 5.7.1. The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
 - 5.7.2. The Director is absent from the part of any meeting at which there is discussion of:
 - 5.7.2.1. the Director's employment or remuneration, or any matter concerning the contract; or
 - 5.7.2.2. the Director's performance in the employment, or the Director's performance of the contract; or
 - 5.7.2.3. any proposal to enter into any other contract or arrangement with the Director or to confer any benefit upon the Director that would be permitted under Articles 5.2 to 5.6; or
 - 5.7.2.4. any other matter relating to a payment or the conferring of any benefit permitted by Articles 5.2 to 5.6.

- 5.7.3. The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
 - 5.7.4. The other Directors are satisfied that it is in the interests of the Guild to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
 - 5.7.5. The reason for their decision is recorded by the Directors in the minute book.
 - 5.7.6. A majority of the Directors then in office have received no such payments.
- 5.8. The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
- 5.8.1. a partner;
 - 5.8.2. an employee;
 - 5.8.3. a consultant;
 - 5.8.4. a director; or
 - 5.8.5. a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.
- 5.9. In Articles 4.2 to 5.8:
- 5.9.1. "Guild" shall include any company in which the Guild:
 - 5.9.1.1. holds more than 50% of the shares; or
 - 5.9.1.2. controls more than 50% of the voting rights attached to the shares; or
 - 5.9.1.3. has the right to appoint 1 or more directors to the Board of the company.
 - 5.9.2. "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as their partner.
- 6. Conflicts of interests**
- 6.1. A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Guild or in any transaction or arrangement entered into by the Guild which has not previously been declared.

- 6.2. A Director must absent themselves from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of the Guild and any personal interest (including, but not limited to, any personal financial interest).

7. Winding up

- 7.1. The Members of the Guild may at any time before, and in expectation of, its dissolution resolve that any net assets of the Guild after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Guild be applied or transferred in any of the following ways:

7.1.1. directly for the Objects; or

7.1.2. by transfer to any charity or charities for purposes similar to the Objects; or

7.1.3. to any charity for use for particular purposes that fall within the Objects.

- 7.2. Subject to any such resolution of the Members of the Guild, the Directors of the Guild may at any time before, and in expectation of, its dissolution resolve that any net assets of the Guild after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Guild be applied or transferred:

7.2.1. directly for the Objects; or

7.2.2. by transfer to any charity or charities for purposes similar to the Objects; or

7.2.3. to any charity or charities for use for particular purposes that fall within the Objects.

- 7.3. In no circumstances shall the net assets of the Guild be paid to or distributed among the Members of the Guild (except to a Member that is itself a charity) and if no such resolution is passed by the Members or the Directors the net assets of the Guild shall be applied for charitable purposes as directed by the court or the Charity Commission.

8. Liability of Members

The liability of each Member, other than Junior Members, is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Guild in the event of its being wound up while they are a Member or within 1 year after they cease to be a Member, for:

8.1. payment of the Guild's debts and liabilities contracted before they cease to be a Member,

8.2. payment of the costs, charges and expenses of the winding up, and

8.3. adjustment of the rights of the contributories among themselves.

9. Members

- 9.1. The subscribers to the memorandum are the first Members of the Guild.
- 9.2. The Guild shall admit to membership any individual who:
 - 9.2.1. applies to the Guild using the application process approved by the Directors;
 - 9.2.2. is approved by the Directors; and
 - 9.2.3. pays the required annual subscription.
- 9.3. The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Guild to refuse the application.
 - 9.3.1. The Directors must inform the applicant in Writing of the reasons for the refusal within 21 days of the decision.
 - 9.3.2. The Directors must consider any written representations the applicant may make about the decision. The Directors' decision following any written representations must be notified to the applicant in Writing but shall be final.
- 9.4. The Guild shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
- 9.5. Membership is not transferable.
- 9.6. The Directors may establish different classes of membership and set out different rights and obligations for each class, with such rights and obligations recorded in the register of Members, but shall not be obliged to accept any person fulfilling those criteria as a Member.
- 9.7. Individuals who are under 18 years of age at the time of paying the annual subscription shall be classed as "Junior Members". Junior Members are subject to the same rights and obligations as Members, save for the following:
 - 9.7.1. Junior Members shall have no voting rights in respect of the Guild. For the avoidance of doubt, Junior Members shall be entitled to attend, but not vote, at General Meetings.
 - 9.7.2. Junior Members shall not be required to give a guarantee in respect of the Guild, and shall not be required to contribute to the assets of the Guild in the event of it being wound up, in accordance with Article 7.
- 9.8. All Members shall pay an annual subscription fee. The value of the annual subscription fee shall be determined by a resolution of the Directors. Annual subscriptions are due on initial registration of the Member, and on each 12-month anniversary following the Member's initial registration.

10. Termination of membership

A Member shall cease to be a Member if:

- 10.1. the Member dies;
- 10.2. the Member resigns by giving notice to the Guild in Writing, unless the resignation would cause there to be fewer than 3 Members;
- 10.3. any annual subscription fee or other sum payable by the Member to the Guild remains unpaid within 30 days of it falling due and the Directors, at their absolute discretion, notify the Member in Writing of the termination of their membership;
- 10.4. the Member is removed from membership by a resolution of the Directors that it is in the best interests of the Guild that the membership is terminated. Such a resolution may not be passed unless:
 - 10.4.1. the Member has been given at least 21 clear days' notice in Writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and
 - 10.4.2. the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Guild) has been given a reasonable opportunity to make representations to the meeting either in person or in Writing. The Directors must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration. There shall be no right of appeal from a decision of the Directors to terminate the membership of a Member.

A Member removed from membership by such a resolution shall remain liable to pay to the Guild any subscription or other sum owed by them and shall not be entitled to a refund of any such annual subscription fee or other sum paid by them to the Guild.

11. Branches

- 11.1. The Directors shall encourage and support the establishment of Branches and shall maintain a register of all Branches.
- 11.2. In order to establish a Branch, a Member must submit an application form in Writing to the "Branches Team" (consisting of persons determined from time to time by the Directors). No Branch may be established without the prior approval of the Branches Team.
- 11.3. Branches are affiliated to the Guild, but save as set out in these Articles or any applicable rules, shall act independently of it. For the avoidance of doubt, Branches shall be responsible for their own finances, including any liabilities they may incur.

- 11.4. Branches shall be governed by the Model Rules, or such other rules as may be approved in Writing by the Directors from time to time.
- 11.5. If a Branch commits a material breach of the Articles or applicable rules and/or does or omits to do anything which may reasonably be considered to damage the name or reputation of the Guild, then the Guild may dissolve the Branch by providing written notice.

12. Annual general meetings

- 12.1. The Guild shall hold an annual general meeting each year and not more than 15 months shall elapse between successive annual general meetings.
- 12.2. Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and place as the Directors shall think fit.
- 12.3. The business at an annual general meeting shall include:
 - 12.3.1. the consideration of the accounts, balance sheets, reports of the Directors and auditors or independent examiners;
 - 12.3.2. confirmation of the retirement, appointment or re-appointment of Directors, and
 - 12.3.3. the appointment of the auditors or independent examiners.

13. Attendance at general meetings

- 13.1. Members are entitled to attend general meetings.
- 13.2. Nothing in these Articles is to be taken to preclude the holding and conducting of:
 - 13.2.1. a general meeting held in person;
 - 13.2.2. a general meeting held via video conference, telephone or any such suitable electronic means as the Directors may decide; or
 - 13.2.3. a hybrid general meeting held both in person and via video conference, telephone or any such suitable electronic means as the Directors may decide.
- 13.3. For all general meetings held pursuant to Articles 13.2.2 and 13.2.3, all Members who are not present together at the same place must be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

14. Notice of general meetings

- 14.1. General meetings, including the annual general meeting, are called on a minimum of 14 clear days' notice.

- 14.2. A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 95% of the total voting rights.
- 14.3. The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
- 14.4. The notice shall be given to:
- 14.4.1. each Member;
 - 14.4.2. each Director; and
 - 14.4.3. the auditor or independent examiner for the time being of the Guild.
- 14.5. Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Guild.

15. Proceedings at general meetings

- 15.1. Every general meeting of the Guild shall have a chair:
- 15.1.1. The Chair or Vice-Chair shall chair the general meeting.
 - 15.1.2. If neither the Chair nor the Vice-chair is present within 15 minutes of the time appointed for the meeting, a Director elected by the Directors present shall chair the meeting.
 - 15.1.3. If there is only 1 Director present and willing to act, that Director shall chair the meeting.
 - 15.1.4. If no Director is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.
- 15.2. No business shall be transacted at any general meeting unless a quorum is present.
- 15.3. A quorum is 40 Members, including at least 1 Office Bearer, who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.
- 15.4. If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Directors shall determine. If at the adjourned meeting a quorum is not

present within 15 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.

- 15.5. The Members present at a general meeting may resolve by ordinary resolution that the meeting be adjourned. The chair shall then specify either that the meeting:

15.5.1. is to be adjourned to a particular date, time and place; or

15.5.2. shall be adjourned to a date, time and place to be appointed by the Directors;

and shall have regard to any directions as to date, time and place which have been given by the meeting.

- 15.6. If the meeting is adjourned until more than 7 days after the date on which it was adjourned, the Guild shall give at least 7 clear days' notice of it to the same persons to whom notice of the Guild's general meetings is required to be given and containing the same information which such notice is required to contain.

- 15.7. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

16. Voting at general meetings

- 16.1. A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

- 16.2. On a show of hands or on a poll, every Member, shall have 1 vote.

- 16.3. In the event of an equality of votes, whether on a show of hands or on poll, the chair of the meeting shall have a second, or casting vote.

- 16.4. On a show of hands or on a poll, votes may be cast either personally, or by proxy in accordance with the provisions of Article 17.

- 16.5. Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.

- 16.6. Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

- 16.7. A poll may be demanded by:

16.7.1. the chair of the meeting;

- 16.7.2. 2 or more Members having the right to vote on the resolution; or
 - 16.7.3. a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 16.8. A demand for a poll may be withdrawn if:
- 16.8.1. the poll has not yet been taken, and
 - 16.8.2. the chair of the meeting consents to the withdrawal.
- 16.9. A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 16.10. Otherwise, a poll demanded must be taken either immediately or at such time and place as the chair of the meeting directs, provided that it is taken within 30 days after it was demanded. If not taken immediately, either the time and place at which it is to be taken shall be announced at the meeting at which it was demanded or at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 16.11. The poll shall be conducted in such manner as the chair directs and the chair may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.12. If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

17. Proxies

- 17.1. A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Guild.
- 17.2. Proxies may only be validly appointed by a notice in Writing (a **proxy notice**) which:
- 17.2.1. states the name and address of the Member appointing the proxy;
 - 17.2.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 17.2.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 17.2.4. is delivered to the Guild 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 any adjourned meeting) to which they relate.

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.

- 17.3. The Guild may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 17.4. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on 1 or more resolutions.
- 17.5. Unless a proxy notice indicates otherwise, it must be treated as:
 - 17.5.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 17.5.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as the meeting itself.
- 17.6. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Guild by or on behalf of that person.
- 17.7. An appointment under a proxy notice may be revoked by delivering to the Guild a notice in Writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 17.8. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 17.9. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

18. Directors

- 18.1. Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall not be less than 3.
- 18.2. A Director may not appoint an alternate director or anyone to act on their behalf at meetings of the Directors.

19. Powers of Directors

- 19.1. Subject to the provisions of the Act, the Articles and any special resolution, the Directors shall be responsible for the management of the Guild's business and may exercise all the powers of the Guild for that purpose.
- 19.2. No alteration of the Articles or any special resolution shall invalidate any prior act of the Directors.

- 19.3. A meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

20. Appointment of Directors

- 20.1. Any person who is:

- 20.1.1. a Member of the Guild;
- 20.1.2. over 18 years old;
- 20.1.3. is willing to act as a Director; and
- 20.1.4. who is permitted by law to do so,

may be appointed as a Director (or re-appointed as a Director if retiring in accordance with Article 21.2) by an ordinary resolution of the Members at an annual general meeting in accordance with such election procedure as the Directors may specify from time to time.

- 20.2. The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in a specific role in their number or (subject to Article 18.1) as an additional Director, but a co-opted Director holds office only until the next annual general meeting.

- 20.3. In any case where, as a result of death, the Guild has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in Writing, to appoint a person to be a Director.

- 20.4. For the purposes of Article 20.3, where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

21. Retirement of Directors

- 21.1. The usual term of office for a Director shall be 3 years from the date of their appointment. A Director shall retire at the first annual general meeting following the expiration of their term of office. The retirement shall take effect upon the conclusion of the meeting.

- 21.2. Retiring Directors shall be eligible for re-appointment immediately, but no Director shall hold office for an aggregate period of more than 9 years from the date of their original appointment, unless the Directors consider it would be in the best interests of the Guild for a particular Director to continue to serve beyond that period and that Director is reappointed in accordance with the Articles.

22. Disqualification and removal of Directors

A Director shall cease to hold office if they:

- 22.1. are removed by ordinary resolution of the Members pursuant to the Act;
- 22.2. cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;
- 22.3. are disqualified from acting as a charity trustee by virtue of the Charities Act;
- 22.4. cease to be a Member of the Guild;
- 22.5. have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 22.6. in the written opinion of a registered medical practitioner who is treating the Director, have become physically or mentally incapable of acting as a director and may remain so for more than 3 months;
- 22.7. resign by written notice to the Guild; or
- 22.8. are absent without reasonable excuse from 2 consecutive meetings and the Directors resolve that their office be vacated; or
- 22.9. are removed from office by a resolution of the Directors that it is in the best interests of the Guild that their office be vacated passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:
 - 22.9.1. the Director has been given at least 14 clear days' notice in Writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and
 - 22.9.2. the Director has been given a reasonable opportunity to make representations to the meeting either in person or in Writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration. There shall be no right of appeal from a decision of the Directors to terminate the Directorship of a Director.

23. Office Bearers

- 23.1. The Directors may appoint a Chair, Vice-Chair, Secretary, Treasurer and other honorary officers (together, the "Office Bearers") from among their number on such terms as the Directors shall think fit.
- 23.2. Subject to Article 23.3, an Office Bearer shall hold office for a period of 3 years from the date of their appointment, following which they shall retire as an Office Bearer.

- 23.3. An Office Bearer may be reappointed for a further term of 1 year if the Directors consider it would be in the best interests of the Guild for a particular Office Bearer to continue to serve beyond their term and the Office Bearer is reappointed in accordance with the Articles.
- 23.4. An Office Bearer who retires shall immediately be eligible for re-appointment as an Office Bearer, and the holding of one position (such as Chair, Vice Chair, Secretary etc.) does not preclude the subsequent holding of a different position.
- 23.5. Save for the provisions in this Article 23, Office Bearers shall be subject to all relevant provisions governing Directors as set out in these Articles and any supplementary rules. The period of time a Director serves as an Officer Bearer shall count towards the maximum aggregate term of a Director, in accordance with Article 21.2.

24. Proceedings of Directors

- 24.1. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 24.2. Acts done by a meeting of the Directors or of a committee or by a person acting as a Director shall not be invalidated by the subsequent realisation that:
- 24.2.1. the appointment of any such Director or person acting as a Director was defective; or
 - 24.2.2. any or all of them were disqualified; or
 - 24.2.3. any or all of them were not entitled to vote on the matter.

25. Calling a Directors' meeting

- 25.1. Any Director may call a meeting of the Directors by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 25.2. Notice of a meeting of the Directors must be given to each Director, but need not be in Writing. The notice must specify:
- 25.2.1. the time, date and place of the meeting;
 - 25.2.2. the general particulars of the business to be considered at the meeting; and
 - 25.2.3. if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

26. Participation in Directors' meetings

- 26.1. Any Director may participate in a meeting of the Directors in person or by means of video conference, telephone or any suitable electronic means agreed by the Directors and by which all those participating in the meeting are able to communicate with all other participants.
- 26.2. If all the Directors participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

27. Quorum for Directors' meetings

- 27.1. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, provided it shall not be less than 3 and, unless otherwise fixed, it is 3.
- 27.2. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 27.3. If the total number of Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall not take any decision other than a decision to:
 - 27.3.1. appoint further Directors; or
 - 27.3.2. call a general meeting so as to enable the Members to appoint further Directors.

28. Chairing Directors' meetings

- 28.1. The Chair of the Guild, or in the absence of the Chair, the Vice-Chair of the Guild, shall chair the meetings of Directors.
- 28.2. If at any meeting of the Directors neither the Chair nor Vice-chair, if any, is participating in the meeting within 10 minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair the meeting.

29. Decision-making by Directors

- 29.1. The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 30.
- 29.2. Each Director has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

30. Written resolutions of Directors

- 30.1. A resolution in Writing agreed by 75% of the Directors (other than a conflicted Director who has not been authorised to vote) shall be as valid as a resolution passed at a meeting provided that:
- 30.1.1. a copy of the resolution is sent to or submitted to all the Directors eligible to vote; and
 - 30.1.2. 75% of the Directors have signified their agreement to the resolution in an authenticated document or documents which are received at the address specified in the resolution within the period of 28 days beginning with the date on which the resolution is circulated.

For this purpose, a resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

- 30.2. References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 30.3. A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

31. Delegation by Directors

- 31.1. The Directors may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising 2 or more Directors.
- 31.2. The Directors may delegate the implementation of their decisions or day-to-day management of the affairs of the Guild to any person or committee.
- 31.3. The terms of reference of a committee may include conditions imposed by the Directors, including that:
- 31.3.1. the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate; and
 - 31.3.2. no expenditure or liability may be incurred on behalf of the Guild except where approved by the Directors or in accordance with a budget previously agreed by the Directors.
- 31.4. Persons who are not Directors may be appointed as members of a committee, subject to the approval of the Directors.
- 31.5. Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as

far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

- 31.6. The terms of any delegation to a committee shall be recorded in the minute book.
- 31.7. The Directors may revoke or alter a delegation.
- 31.8. All acts and proceedings of any committee shall be fully and promptly reported to the Directors.

32. Minutes

- 32.1. The Directors shall cause the Guild to keep the following records in Writing and in permanent form:
 - 32.1.1. minutes of proceedings at general meetings;
 - 32.1.2. minutes of meetings of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting;
 - 32.1.3. copies of resolutions of the Guild and of the Directors, including those passed otherwise than at general meetings or at meetings of the Directors; and
 - 32.1.4. particulars of appointments of officers made by the Directors.

33. Records and accounts

- 33.1. The Directors shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - 33.1.1. annual reports;
 - 33.1.2. annual returns; and
 - 33.1.3. annual statements of account.
- 33.2. Accounting records relating to the Guild must be made available for inspection by any Directors at any reasonable time during normal office hours.
- 33.3. A copy of the Guild's latest available statement of account shall be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Guild's reasonable costs of fulfilling the request, within 2 months of such request.

34. Communications

- 34.1. The Guild may deliver a notice or other document to a Member:

- 34.1.1. by delivering it by hand to the address recorded for the Member in the register of Members;
 - 34.1.2. by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the register of Members;
 - 34.1.3. by fax to a fax number notified by the Member in Writing;
 - 34.1.4. by electronic mail to an address notified by the Member in Writing;
 - 34.1.5. by a website, the address of which shall be notified to the Member in Writing; or
 - 34.1.6. by advertisement in at least 2 national newspapers.
- 34.2. This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 34.3. If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 34.4. If a notice or document is sent:
- 34.4.1. by post or other delivery service in accordance with Article 34.1.2, it is treated as being delivered:
 - 34.4.1.1. 24 hours after it was posted, if first class post was used; or
 - 34.4.1.2. 72 hours after it was posted or given to delivery agents, if first class post was not used;provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:
 - 34.4.1.3. properly addressed; and
 - 34.4.1.4. put into the post system or given to delivery agents with postage or delivery paid.
 - 34.4.2. by fax, it is treated as being delivered at the time it was sent;
 - 34.4.3. by electronic mail, it is treated as being delivered at the time it was sent;
 - 34.4.4. by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

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

34.4.5. If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

35. Irregularities

35.1. The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

36. Indemnity

36.1. The Guild shall indemnify every Director or other officer or auditor of the Guild against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the Director or in which the Director is acquitted or in connection with any application in which relief is granted to the Director by the court from liability for negligence, default, breach of duty or trust in relation to the affairs of the Guild.

37. Rules

37.1. The Directors may from time to time establish such rules as they may consider necessary for or conducive to the effective operation of the Guild. In particular, but without prejudice to the generality of the above, such rules may regulate:

37.1.1. the admission of Members of the Guild, their rights and privileges and other conditions of membership;

37.1.2. the conduct of Members in relation to one another and to the Guild's employees and volunteers; and

37.1.3. the procedure at general meetings and meetings of the Directors and committees to the extent that such procedure is not regulated by the Act or by the Articles.

37.2. The Guild in general meeting may alter, add to or repeal the rules by special resolution.

37.3. The rules shall be binding on all Members and no rule shall be inconsistent with or shall affect or repeal anything contained in the Articles.