

**MEMORANDUM OF ASSOCIATION**  
**THE COMPANIES ACTS 1985 AND 1989**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**DISTRICT SURVEYORS ASSOCIATION LIMITED**

**1. Name**

The name of the company is **DISTRICT SURVEYORS ASSOCIATION LIMITED** ("the Association") and it will trade under the name LABC.

**2. Registered Office**

The registered office of the Association will be situated in England.

**3. Objects**

The objects of the Association ("Objects") are:

- 3.1 To promote public safety, best practice and sustainability in buildings and in the regulations which govern them.
- 3.2 to promote compliance with building regulations and public safety standards and to develop and improve methods of monitoring and enforcing such compliance ("Building Control") in general and through local authority building control in particular;
- 3.3 to establish unity of purpose and common action among all those promoting or concerned with local authority building control and the furtherance of the role of local authorities in Building Control and to assist local authorities in the management of Building Control services.
- 3.4 to operate and maintain a membership association in furtherance of these Objects ;
- 3.5 to promote in furtherance of these Objects:
  - 3.5.1 research and development
  - 3.5.2 the collation publication and dissemination of information, papers, periodicals, books and circulars;
  - 3.5.3 training and continued professional development;
  - 3.5.4 the provision of arbitration services; and

### 3.5.5 the provision of advice and assistance

for members of the Association and others engaged in the provision of Building Control, local authorities, central government, other relevant organisations, professionals engaged in the construction industry and/or to or for the public in general;

- 3.6 to promote consistency in the interpretation of building regulations and in the methods of Building Control throughout England and Wales;
- 3.7 to provide a forum to discuss and consider building regulation and Building Control;
- 3.8 to cooperate and liaise with all relevant bodies concerned with the implementation of Building Control and with other bodies in general;
- 3.9 to facilitate the provision of Building Control services by local authority building control surveyors to any organisation, person, body or association including any organisation, body, person or association which is a public body (whether or not defined as such under all relevant laws), and which is operating on a not-for-profit basis, or as a charity, statutory body or government department and
- 3.10 to promote and market local authority building control services to stakeholders and users of the service.

## 4. Powers

In furtherance of the Objects, but not otherwise, the Association may exercise the following powers:

- 4.1 to provide services of all kinds and to carry on any trade or activity normally undertaken by an organisation with these or similar objects
- 4.2 to raise funds, to issue appeals, to raise subscriptions and to take such other steps as may be required for the purpose of procuring contributions to the funds of the Association provided that the Association shall conform to any relevant requirements of the law;
- 4.3 to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or as being ancillary to the Objects or to any of the businesses or activities of the Association;
- 4.4 to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate and to maintain, alter, repair, restore, renovate, equip and decorate any of the same as are necessary for any of the Objects and (subject to such consents as may be required by law) to sell, lease, charge or otherwise dispose of any such real or personal estate (whether in whole or in part);
- 4.5 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Association;
- 4.6 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Association's property or assets

(whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Association of any obligation or liability it may undertake or which may become binding on it;

- 4.7 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the Objects;
- 4.8 to invest the money of the Association not immediately required for the Objects in or on such investments, securities or property as may be thought fit in the name of the Association or any nominee of the Association;
- 4.9 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the Directors, directly or indirectly benefit, or is calculated so to benefit, the Association or its business or activities or the business or activities of any company which is for the time being a subsidiary of the Association or of the Association's subsidiary;
- 4.10 to support to co-operate, merge with or to enter into any partnership or joint venture arrangement with any organisation, company, institution, society, body or statutory authority operating in furtherance of the Objects or similar purposes and to exchange information and advice with any of them;
- 4.11 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;
- 4.12 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Association has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the board of directors to be desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 4.13 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Association, or of undertaking any business or operations which may appear to the board of directors to be likely to assist or benefit the Association or to enhance the value of any property or business of the Association, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- 4.14 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors conducive to the attainment of the Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the board of directors may think desirable and to carry out, exercise, and

comply with any such charters, decrees, rights, privileges and concessions;

- 4.15 to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Association to carry any of the Objects into effect, or for effecting any modification of the Association's constitution, or for any other purpose which may seem to the board of directors to be calculated directly or indirectly to promote the Association's interests, and to oppose any proceedings or applications which may seem to the board of directors to be calculated directly or indirectly to prejudice the Association's interests;
- 4.16 to sell or otherwise dispose of the whole or any part of the business or property of the Association, either together or in portions, for such consideration as the board of directors may think fit, and in particular (but without limitation) for shares, debentures, or securities of any company purchasing the same;
- 4.17 to act as agent or broker and as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts;
- 4.18 to remunerate any person, firm or company rendering services to the Association by cash payment or otherwise;
- 4.19 to pay all or any expenses incurred in connection with the promotion, formation and registration of the Association, or to contract with any person, firm or company to pay the same;
- 4.20 to employ and pay such person or as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to such person or persons and their dependents;
- 4.21 subject to the provisions of Clause 5 to provide indemnity insurance for the Directors of the Association in relation to:
  - (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Association;
  - (b) the liability to make a contribution to the Association's assets as specified in Section 214 of the Insolvency Act 1986 (Wrongful Trading);
- 4.22 to do all such other lawful things as shall further the Objects or any of them.

## **5. Exclusions from Indemnity Insurance**

- 5.1 The following liabilities are excluded from Clause 4.21(a):
  - (a) fines;
  - (b) the cost of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or recklessness conduct of the Director; and
  - (c) liabilities to the Association that result from conduct that the Director knew or must be assumed to have known was not in the best interests of the Association

or about which the person concerned did not care whether it was in the best interests of the Association or not.

- 5.2 There is excluded from Clause 4.21(b) any liability to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of the Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation.

## **6. Application of Income and Property**

- 6.1 Subject to Clause 6.2, the income and property of the Association shall be applied solely towards the promotion of the Objects contained in this memorandum of Association and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Association.

- 6.2 The Association may allow the following benefits or payments to be made:-

- (a) reasonable and proper remuneration may be paid to any member, officer or servant of the Association not being a Director for any goods or services rendered to the Association;
- (b) reimbursement of reasonable and proper expenses properly incurred by Directors or other officers, members or servants of the Association in carrying out the duties of the Association;
- (c) subject to the restrictions in Clause 5, a Director may benefit from director's indemnity insurance cover purchased at the Association's expense;
- (d) interest may be paid on money lent by any member of the Association or by a Director at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Directors;
- (e) payment of reasonable and proper rent for premises demised or let by any member of the Association or a Director;
- (f) fees, remuneration or other benefit in money or money's worth may be paid or given to any company listed on a recognised stock exchange of which a Director may be a member holding not more than one per cent of the issued share capital of that company; and
- (g) payment of the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf provided that at no time shall a majority of the Directors benefit under this provision and a Director shall be required to withdraw from any meeting at which his appointment or remuneration, or that of his partner, is under discussion.

## **7. Limited Liability**

The liability of the members is limited.

#### **8. Contribution to Assets of the Association**

Every Full Member (as that expression is defined in the Articles of Association) of the Association undertakes to contribute such amount as may be required not exceeding £10 pounds to the assets of the Association, in the event of the same being wound up while he is Full Member, or within 12 months after he ceases to be Full Member, for payment of the debts and liabilities of the Association contracted before he ceases to be a Full Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

#### **9. Surplus Assets**

If on the winding-up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities any property whatever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Association under or by virtue of Clause 6, such institution or institutions to be chosen by the members of the Association at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

#### **10. Accounts**

True accounts shall be kept of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Association and of the property, credits and liabilities of the Association; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

We, the subscribers to this Memorandum of association, wish to be formed into a company pursuant to this Memorandum

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS  
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Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2005

Milton Keynes Council  
P O Box 105  
Civic Offices  
1 Saxon Gate East  
Milton Keynes  
MK9 3HH

Signed .....

Authorised to sign for and on behalf of  
Milton Keynes Council

WITNESS NAME .....

WITNESS ADDRESS .....

.....

.....

WITNESS OCCUPATION .....

DATE .....

Rushcliffe Borough Council  
Civic Centre  
Pavillion Road  
West Bridgford  
Nottingham  
NG2 5FE

Signed .....

Authorised to sign for and on behalf of  
Rushcliffe Borough Council

WITNESS NAME .....

WITNESS ADDRESS .....

.....

.....

WITNESS OCCUPATION .....

DATE .....

Bradford Metropolitan District Council  
Jacobs Well  
Manchester Road  
Bradford  
BD1 5RW

Signed

.....  
Authorised to sign for and on behalf of  
Bradford Metropolitan District Council

WITNESS NAME .....

WITNESS ADDRESS .....

.....

.....

WITNESS OCCUPATION .....

DATE .....

**ARTICLES OF ASSOCIATION**  
**THE COMPANIES ACTS 1985 AND 1989**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**DISTRICT SURVEYORS ASSOCIATION LIMITED**

**1. Definitions and Interpretation**

In these Articles:

- 1.1 "Act" means the Companies Acts 1985 and 1989 or any re-enactment or statutory modification of those Acts.
- 1.2 "Appointed Director" means a Director appointed to pursuant to Article 9.3.
- 1.3 "Articles" means these articles of association of the Association.
- 1.4 "Association" means the above named Company.
- 1.5 "Associate Member" means any person admitted to Associate Membership of the Association pursuant to Article 3.7 and to the Bye Laws.
- 1.6 "Bye Laws" means the Bye Laws of the Association in force from time to time and those annexed to these Articles will come into force on the date of the adoption of the Articles.
- 1.7 "clear days" in relation to the period of a notice means the 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.
- 1.8 "Council" means the Council of Representatives to which Associate Members have been elected pursuant to the Bye Laws of the Association.
- 1.9 "Directors" means the directors of the Company (and "Director" has a corresponding meaning) and includes both Appointed Directors and Elected Directors.
- 1.10 "Elected Director" means a director referred to in Article 9.4 and elected pursuant to Article 11.
- 1.11 "executed" means any mode of execution.
- 1.12 "Full Member" means any local authority admitted to Full Membership of the Association in accordance with Article 3.2.1.
- 1.13 "member" means a member of the Association of any class which may be in existence from time to time.

- 1.14 "Memorandum" means the memorandum of association of the Association.
- 1.15 "office" means the registered office of the Association.
- 1.16 "President" means the president for the time being of the Association appointed in accordance with the Bye Laws.
- 1.17 "seal" means the common seal of the Association if it has one.
- 1.18 "Secretary" means the secretary of the Association or any person appointed to perform the duties of the secretary of the Association including a joint assistant or deputy secretary
- 1.19 "United Kingdom" means Great Britain and Northern Ireland.
- 1.20 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
- 1.21 Unless the context otherwise requires, words or expressions contained in the Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which the Articles become binding on the Association.
- 1.22 Words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations.

## 2. **Objects**

The Association is established for the objects expressed in the Memorandum.

## 3. **Members**

- 3.1 The subscribers to the Memorandum are the first members of the Association.
- 3.2 There shall be the following classes of member of the Association:
  - 3.2.1 Full Member: A local authority which conducts a building control function within England, Wales, Northern Ireland and Scotland shall be eligible to become a Full Member, upon payment of the appropriate subscription and acceptance as Full Member in accordance with the Bye Laws. A Full Member shall be entitled to receive notice of and to attend general meetings of the Association and shall be eligible to vote and shall be entitled to such other rights and privileges as may be conferred upon Full Members by the Articles or the Bye Laws.
  - 3.2.2 Associate Member: Eligibility to be an Associate Member shall be determined in accordance with the Bye Laws. An Associate Member shall be entitled to receive notice of and to attend general meetings of the Association but shall not be eligible to vote nor to any rights or privileges other than such as may be conferred upon Associate Members by the Articles or Bye Laws. An Associate Member may stand for election as a director of the Association.
  - 3.2.3 Retired Member: Eligibility to be a Retired Member shall be determined in accordance

with the Bye Laws. A Retired Member shall be entitled to receive notice of and to attend general meetings of the Association but shall not be eligible to vote nor to any rights or privileges other than such as may be conferred upon Retired Members by the Articles or the Bye Laws.

- 3.2.4 Honorary Member: Eligibility to be an Honorary Member shall be determined in accordance with the Bye Laws. An Honorary Member shall be entitled to receive notice of and to attend general meetings of the Association but shall not be eligible to vote nor to any rights or privileges other than such as may be conferred upon Honorary Members by the Articles or the Bye Laws.
- 3.3 The Directors may create additional classes of membership with different rights and obligations and may vary the rights and obligations of the existing classes of member with in either case the approval of an ordinary resolution of the Association.
- 3.4 Application for membership may be made to the Association in the form and upon the terms (including a membership subscription) required in the Bye Laws and is subject to the approval of the Directors. Acceptance of an application to become a member may be subject to any conditions as the Directors may stipulate.
- 3.5 The Directors may at their absolute discretion permit any member of the Association to resign from membership of the Association unless after such resignation the number of members of the Association would be less than two. The membership of any person may be terminated in accordance with the Bye Laws. The Bye Laws may stipulate in written rules that membership will automatically terminate if a member fails to pay any applicable subscription within a specified time after it becomes due for payment.
- 3.6 Membership of the Association and all rights of a member shall be personal to him or it and shall not be transferable and shall be renewable annually or as the Directors (subject to any provision of the Articles or the Bye Laws) otherwise require.
- 3.7 The Directors must keep a register of names and addresses of the Full Members and Associate Members. The name of a member shall be removed from the Register of Members upon his death or, in the case of an organisation, upon it ceasing to exist.

#### **4 General Meetings**

- 4.1 The Association shall each year hold an 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 15 months shall elapse between the date of one annual general meeting of the Association and that of the next. The first annual general meeting of the Association shall take place prior to 30 June 2006. The annual general meeting shall be held at such time and place as the Directors shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 4.2 The Directors may, whenever they think fit, convene an extraordinary general meeting, and, on the requisition of Full Members pursuant to the provisions of the Act, the Directors shall forthwith proceed to convene an extraordinary general meeting for a date not later than 21 clear days after receipt of the requisition. If at any time there are not within the United Kingdom sufficient Directors to form a quorum, any Director or any Full Member of the Association may convene an extraordinary general meeting.

## **5. Notice of General Meetings**

- 5.1 An annual general meeting and an extraordinary meeting called for the passing of a special resolution shall be called by at least 21 clear days' notice in writing. All other meetings shall be called by at least 14 clear days' notice in writing. A general meeting may be called by shorter notice if it is so agreed:
- 5.1.1 in the case of the annual general meeting, by all the members entitled to attend and vote; and
- 5.1.2 in the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights at the meeting of all the members.
- 5.2 The annual general meeting shall be held before the end of June each year.
- 5.3 The Association shall hold at least two other general meetings each calendar year.
- 5.4 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 5.5 The notice shall be given to all the members and to the Directors and auditors.
- 5.6 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.

## **6. Proceedings at General Meetings**

- 6.1 The business to be transacted at an annual general meeting shall include the consideration of the accounts of the Association and the reports of the Directors and auditors, the election of Directors to fill any vacancies arising and the appointment of and the fixing of the remuneration of the auditors.
- 6.2 No business shall be transacted at any general meeting unless a quorum of Full Members is present at the time when the meeting proceeds to business. Thirty Full Members shall be the quorum. The authorised representative of a member organisation shall be counted in the quorum. If within half an hour from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the following week at the same time and place or to such later time and place as the Directors may determine.
- 6.3 The chairman of the Directors shall chair every general meeting of the Association, or if there is no such chairman, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act he shall be chairman.
- 6.4 If at any meeting no Director is willing to act as chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Full Members present shall choose one of their number to chair the meeting.

- 6.5 The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice.
- 6.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 6.6.1 by the chairman; or
- 6.6.2 by at least 2 Full Members having the right to vote at the meeting;
- 6.6.3 by any Full Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 6.7 Unless a poll is so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 6.8 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made;
- 6.9 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote;
- 6.10 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll.
- 6.11 A resolution in writing signed by all the members entitled to receive notice of and to attend and vote at general meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if it had been passed at a general meeting of the Association duly convened and held. Any such resolution in writing may be set out in more than one document and shall be treated as passed on the date of the last signature.
- 7. Votes of Members**
- 7.1 Subject to article 6.9 and 7.2 every Full Member shall have one vote.
- 7.2 No member shall be entitled to vote at any general meeting or at any adjourned meeting if he owes any money to the Association.

- 7.3 Votes may be given on a poll either personally or by proxy. On a show of hands a Full Member present only by proxy shall have no vote, but the representative of an organisation that is a member may vote on a show of hands. A proxy need not be a member.
- 7.4 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing.
- 7.5 The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the registered office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, otherwise the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
- 7.6 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received at the registered office or other place as aforesaid one hour at least before the time fixed for holding the meeting.
- 7.7 An instrument appointing a proxy shall be in the following form, or as near thereto as circumstances will admit:-

"I \_\_\_\_\_ of \_\_\_\_\_ a member of the  
 District Surveyors Association Limited hereby appoint \_\_\_\_\_ of  
 \_\_\_\_\_ and failing him \_\_\_\_\_ of  
 \_\_\_\_\_ to vote for me and on my behalf at the (annual or extraordinary, as the case  
 may be) general meeting of the Association to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and at  
 any adjournment thereof.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

- 7.8 No objection shall be raised to the qualification of any voter except 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 objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

## 8. Organisations acting by representatives at meetings

Any organisation that is a member of the Association may nominate any person to act as its representative at any meeting of the Association provided that written notice of the name of the representative is given to the Association and such nominee may continue to represent the organisation until written notice to the contrary is received.

## 9. Directors

- 9.1 The first Directors shall be those persons named in the statement delivered pursuant to Section 10 (2) of the Companies Act 1985, who shall be deemed to have been appointed by the Articles. Future Directors shall be appointed as subsequently

provided in the Articles.

- 9.2 The maximum and minimum number of Directors shall be determined by the Association in general meeting, but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be six.
- 9.3 The Directors shall at all times include two Appointed Directors as follows:
  - 9.3.1 One Director who is ex-officio the Chairman for the time being of the Council;  
and
  - 9.3.2 One Director who is ex-officio the President for the time being;and the appointment of the Appointed Directors shall take effect immediately upon the Association receiving notice from the Council of the persons from time to time so appointed.
- 9.4 Aside from the Appointed Directors, and any Directors appointed as additional Directors pursuant to Article 11.10 the Directors shall be the Elected Directors appointed in accordance with Article 11.
- 9.5 In the event of the appointment of either of the Appointed Directors failing owing to there being:
  - 9.5.1 no Chairman for the time being of the Council
  - 9.5.2 no Council or
  - 9.5.3 no Presidentthen a replacement Director (or Directors) may be appointed in accordance with Article 11.8.
- 9.6 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

An Appointed Director shall not have to stand for re-election in accordance with Article 11.2.

## **10 Disqualification of Directors**

- 10.1 The office of Director shall be vacated if he:
  - 10.1.1 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
  - 10.1.2 resigns his office by written notice to the Association (but only if at least two Directors will remain in office when the notice of resignation is to take effect);  
or
  - 10.1.3 is directly or indirectly interested in any contract with the Association and fails to declare the nature of his interest as required by Section 317 of the Act; or
  - 10.1.4 is absent without the permission of the Directors from all their meetings held

within a period of six months and the Directors resolve that his office be vacated; or

10.1.5 if being a member of the Association upon appointment to office he ceases to be a member of the Association; or

10.1.6 if being an Appointed Director pursuant to article 9.3.1 he ceases to be Chairman of the Council; or

10.1.7 if being an Appointed Director pursuant to article 9.3.2. he ceases to be President.

10.2 A Director shall not vote in respect of any contract in which he is interested or any matter arising out of it, and, if he does so vote, his vote shall not be counted.

## **11 Election of Directors**

11.1 The Council shall have power to elect Directors from among the members of the Association having the rank (or equivalent) of head of building control for a local authority and otherwise in accordance with the Bye Laws and to fill any vacancy arising among the Elected Directors whether by reason of retirement or otherwise. Such appointments shall be made following election by the Council carried out in accordance with the Bye Laws and shall have immediate effect upon giving written notice being given to the Association signed by the Chairman for the time being of the Council, or in his absence by any other officer of the Council, or if the vacancy arises by reason of retirement upon such retirement if later.

11.2 An Elected Director shall hold office until the next annual general meeting of the Association following his election by the Council and shall then be eligible for re-election by the Association unless the Association shall by then have received written notice signed by the Chairman for the time being of the Council, or in his absence by any other officer of the Council, indicating the opposition of the Council to such Director standing for re-election.

11.3 At the first and every subsequent annual general meeting of the Association one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office. This shall not apply to Appointed Directors.

11.4 The Directors to retire in every year pursuant to Article 11.3 shall be those who have been longest in office since their last election, but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

11.5 Subject to Article 11.2 a retiring Director shall be eligible for re-election.

11.6 Subject to Article 11.2, if at the annual general meeting at which a Director retires by rotation either:

11.6.1 the Council has not filled the vacated office by electing a person as an Elected Director; or

11.6.2 the Association has not filled the vacated office by re-electing the retiring

Director;

the retiring Director shall, if willing to act, be deemed to have been re-elected, unless at such meeting it is resolved not to fill such vacated office or unless a resolution for the re-election of such member is put to the annual general meeting Council and lost.

- 11.7 No person other than an Elected Director retiring by rotation shall, unless recommended by the Directors, be eligible for election as a Director at any general meeting unless, not less than 14 nor more than 35 days before the date set for the general meeting at which the election of new Directors is to take place, there shall have been left at the Office notice in writing signed by or on behalf of the Chairman of the Directors of the proposed candidates, and also notice in writing signed by each person of his willingness to be elected or re-elected.
- 11.8 Subject to article 9.2 the Association may from time to time by ordinary resolution increase or reduce the number of Directors and/or specify different proportions of Elected Directors and Appointed Directors.
- 11.9 Subject to Article 9.2, the Directors shall have power at any time to appoint any person to be :-
  - 11.9.1 An additional Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election; or
  - 11.9.2 An executive director of the Association who shall be appointed upon such terms and shall exercise such powers and be subject to such restrictions (including restrictions on voting) as the Directors may determine, but any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election.
- 11.10 The Association may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in the Articles or in any agreement between the Association and such Director. The Association may by ordinary resolution appoint another person in place of a Director removed under this Article.

## **12 Powers and Duties of the Directors**

- 12.1 The business of the Association shall be managed by the Directors who may pay all expenses incurred in the formation of the Association, and may exercise all the powers of the Association unless they are subject to any restrictions imposed by the Act, by the Memorandum, by the Articles or by any special resolution. No alteration of the Memorandum or the Articles or any resolution made by the Association in general meeting shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that resolution had not been passed.
- 12.2 In addition to the powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Directors shall have the following powers, namely:
  - 12.2.1 to expend the funds of the Association in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name

of the Association such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Association;

12.2.2 to enter into contracts on behalf of the Association;

12.2.3 subject to such consents as may be required by law, to borrow money, and to mortgage or charge the whole or any part of its undertaking and property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Association.

12.3 All cheques and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time determine provided that all cheques shall be signed by not less than two authorised signatories.

12.4 The Directors shall cause minutes to be made:

12.4.1 of all appointments of officers made;

12.4.2 of the names of the Directors present at each Director meeting;

12.4.3 of all resolutions and proceedings at all meetings of the Association, and of the Directors.

### 13. **Proceedings of the Directors**

13.1 The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A Director may, and the Secretary on the request of a Director shall, at any time call a meeting of the Directors. It shall not be necessary to give notice of a Directors' meeting to a Director who is absent from the United Kingdom for the time being.

13.2 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed, shall be one-third of the membership of the Directors, subject to a minimum of three.

13.3 The Directors may act notwithstanding any vacancy in their number, but, if and so long as their number is reduced below the number fixed as the necessary quorum of Directors, the continuing Directors or Director may only act for the purpose of filling the vacancies or for calling a general meeting of the Association and for no other purpose.

13.4 The Directors may choose one of their number to be the chairman of the Directors. If no such chairman is in office, or if at any meeting the chairman is not present within 5 minutes after the time appointed for the meeting the Directors present may choose one of their number to chair the meeting.

13.5 The Directors may delegate any of their powers to sub-committees consisting of such persons as they think fit. Any sub-committee so formed shall conform to any regulations that may be imposed on it by the Directors and shall report all acts and

proceedings fully and promptly to the Directors.

- 13.6 A sub-committee may elect a chairman of its meetings; if no such chairman is elected, or, if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.
- 13.7 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Directors present, and in the case of an equality of votes the chairman shall have a second or casting vote.
- 13.8 A Director must absent himself from any discussions of the Directors in which it is possible that a conflict will arise between his duty to act solely in the interests of the Association and any personal interest (including but not limited to any personal financial interest).
- 13.9 Subject to article 13.10, all acts done by any meeting of the Directors or of a sub-committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as a Director, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified to be a Director if without the vote of that Director and that Director being counted in the quorum the decision has been made by a majority of the Directors at a quorate meeting.
- 13.10 Article 13.9 does not permit a Director to keep any benefit that may be conferred upon him by a resolution of the Directors or of a committee of Directors if, but for paragraph 13.9 the resolution would have been void or if the Director has not complied with article 13.8.
- 13.11 A resolution in writing, signed by all the Directors entitled to receive notice of a Directors meeting, shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held, and may consist of several documents in like form each signed by one or more Directors.
- 13.12 Any bank account in which any part of the assets of the Association is deposited shall be operated by the Directors and shall indicate the name of the Association. All cheques and orders for the payment of money from such account shall be signed by at least two Directors.

#### **14. Secretary**

- 14.1 Subject to the provisions of the Act the Secretary shall be appointed by the Directors for such term at such remuneration and on such conditions as the Directors may think fit; and any secretary so appointed may be removed by the Directors provided that no Director may occupy the salaried position of secretary.
- 14.2 A provision of the Act or the Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

#### **15 Honorary Officers**

15.1 The Association shall have the following Honorary Officers:

The President  
The Vice President  
The Junior Vice President  
The immediate Past President

15.2 The President and the Vice Presidents shall be elected by ordinary resolution of the Association at the annual general meeting and shall each hold office for one year.

15.3 All Honorary Officers must be Associate Members.

## 16 The Seal

If the Association has a seal it may only be used by the authority of the Directors or of a sub-committee authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Directors for the purpose.

## 17. Accounts

17.1 The Directors shall cause accounting records to be kept in accordance with Sections 221 and 222 of the Act.

17.2 The accounting records shall be kept at the registered office of the Association or, subject to Section 227 of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Association.

17.3 The Directors shall prepare for each financial year accounts as required by section 226 (or, if applicable, section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

17.4 A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Association in general meeting, together with a copy of the auditor's report, and the Directors' report, shall not less than 21 days before the date of the meeting be sent to every member of the Association provided that this article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.

## 18. Audit

Auditors shall be appointed and their duties regulated in accordance with Sections 384 to 392 of the Act.

## 19. Notices

19.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

- 19.2 A notice may be given by the Association to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Association for the giving of notice to him.
- 19.3 Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
- 19.4 Notice of every general meeting shall be given in any manner authorised by the Articles to:
- 19.4.1 every member except those members who (having no registered address within the United Kingdom) have not supplied to the Association an address within the United Kingdom for the giving of notices to them;
- 19.4.2 every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting;
- 19.4.3 the auditor for the time being of the Association; and
- 19.4.4 each Director.
- 19.5 No person other than those referred to in Article 19.4 shall be entitled to receive notices of general meetings.

## **20 Liability**

Subject to the provisions of the Act every Director or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in that capacity in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability from negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

## **21 Dissolution**

Clause 9 of the Memorandum of association relating to the winding-up and dissolution of the Association shall have effect as if its provisions were repeated in the Articles.

## **22 Bye Laws**

The Directors may from time to time make such Bye Laws as they may deem necessary or convenient for the proper conduct and management of the Association and the attainment of the Objects and they may from time rescind or alter any such Bye Laws for the time being in force. But no such Bye Law and no rescission or alteration thereof by the Directors shall have any force or effect until they have been approved by an ordinary resolution of the Association in General Meeting.

## **23 Headings**



Bradford Metropolitan District Council  
Jacobs Well  
Manchester Road  
Bradford  
BD1 5RW

Signed

.....  
Authorised to sign for and on behalf of  
Bradford Metropolitan District Council

WITNESS NAME .....

WITNESS ADDRESS .....

.....

.....

WITNESS OCCUPATION .....

DATE .....