

THE COMPANIES ACTS 1985 TO 2006

**PRIVATE COMPANY LIMITED BY GUARANTEE
(NOT HAVING A SHARE CAPITAL)**

ARTICLES OF ASSOCIATION

OF

THE MUSEUMS ASSOCIATION

**(Incorporated on 14 November 1930 and as amended by special resolutions made on 21
June 1951, 17 July 1969, 18 June 1973, 7 July 1978, 13 July 1997, 24 July 1979, 23
September 1988, 13 July 1990, 4 October 2010, 8 November 2018
and 12 November 2024)**

THE MUSEUMS ASSOCIATION

1. NAME

- 1.1 The Association's name is The Museums Association.

2. REGISTERED OFFICE

- 2.1 The Association's registered office is to be situated in England and Wales.

3. OBJECTS

- 3.1 To advance education in and to foster and encourage the preservation and better understanding of the material heritage of mankind and the environment for the public benefit by the promotion and development of museums and art galleries and by encouraging the involvement of members of the public in their work and to establish, uphold and advance the standards of professional education, qualification, training and competence of those employed in museums and art galleries.

The Objects may be amended by special resolution but only with the prior written consent of the Commission.

4. POWERS

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

- 4.1 to advise museums and art galleries on the attainment of satisfactory standards of provision and performance and to provide means of assessment of the same.
- 4.2 to monitor legislation affecting museums and art galleries and to advise and assist in the promotion of such further legislation as may be considered necessary for the better regulation, management and development of museums and art galleries.
- 4.3 to represent and support museums and art galleries and those who work in them in fulfilling their fiduciary responsibilities to their collections and to their public.
- 4.4 to prepare, establish and maintain such standards of education and training and codes of practice as shall be conducive to a high standard of professional skill and conduct.
- 4.5 to hold, supervise or validate courses of training, instruction and examinations and to award certificates, diplomas, prizes, bursaries or scholarships either alone or jointly with any other educational, professional or charitable bodies provided that no certificate or other like award shall be issued by or on the authority of the Association which shall contain any statement express or implied that it is granted by or on the authority of any department or authority of government unless it is in fact so granted.

- 4.6 to organise, or assist with organising, meetings, lectures, conferences, broadcasts or courses of instruction on topics affecting museums and art galleries;
- 4.7 to produce, print and publish anything in written, oral, visual or electronic media and maintain a library;
- 4.8 to co-operate with organisations in the United Kingdom and elsewhere operating in furtherance of the Objects or similar charitable purposes including exchanging information;
- 4.9 to accept any gift or transfer of money or other property whether or not subject to any special trust;
- 4.10 to raise funds for the Association provided that in doing so the Association shall not undertake any trading activities unless authorised by these Articles or by law to do so;
- 4.11 to carry out trade provided that (a) the trade is exercised in the course of carrying out the Objects or (b) the trade is temporary and ancillary to the carrying out of the Objects or (c) in the case of any trade exercised by the Association which does not fall within either (a) or (b) above the profits of the trade are not liable to tax;
- 4.12 to make grants and loans and to give guarantees or security for the performance of contracts;
- 4.13 to allow the property of the Association to be used for any purpose associated with the Objects either by or on behalf of the Association or by any other organisation or person for such period and upon such terms as to rent (if any) and other matters as the Board shall think fit;
- 4.14 to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Board may think necessary for the promotion of the Objects;
- 4.15 to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use and to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- 4.16 subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association;
- 4.17 subject to such consents as may be required by law to borrow or raise money for the purposes of the Association on such terms and on such security (if any) as may be thought fit;
- 4.18 to employ engage or retain the services of such persons as may be necessary or desirable for the attainment of the Objects on such terms as may be thought fit and to make all reasonable provision for the payment of pensions superannuation and ancillary benefits to or on behalf of employees or former employees, their families and other dependants;

- 4.19 to open and operate bank accounts and other banking facilities;
- 4.20 to deposit or invest any moneys of the Association not immediately required for its purposes in any manner (but to invest only after obtaining such advice from a Financial Expert as the Board considers necessary and having regard to the suitability of investments and the need for diversification) provided that the Association shall have power to retain any investments donated to it;
- 4.21 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.21.1 the delegated powers shall be exercisable only within clear written policy guidelines drawn up in advance by the Board;
 - 4.21.2 the Financial Expert shall be under a duty to report promptly to the Board any exercise of the delegated powers and to report regularly on the performance of the investments managed;
 - 4.21.3 the Board shall be entitled at any time to terminate the delegation;
 - 4.21.4 the investment policy and delegation arrangements are reviewed at least once a year;
 - 4.21.5 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Board on receipt; and
 - 4.21.6 the Financial Expert must not do anything outside the powers of the Association.
- 4.22 to permit any investments belonging to the Association to be held in the name of any bank or company as nominee for the Association and to pay any such nominee reasonable and proper remuneration for acting as such;
- 4.23 the Trustees shall not be liable for any acts or defaults of any Financial Expert appointed pursuant to Article 4.21 or any nominees appointed pursuant to Article 4.22 above unless they fail to take reasonable care (a) in their appointment of the Financial Expert or nominee (b) in fixing or enforcing the terms upon which the Financial Expert or nominee are employed or engaged or (c) in requiring the remedy of any breaches of those terms and otherwise in supervising the Financial Expert or nominee;
- 4.24 to pay out of the funds of the Association the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Association provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Board (or any Trustee) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Association;

- 4.25 to effect and keep up any insurance against risk, loss or liability, to which the Association may be subject;
- 4.26 to establish charitable trusts for any particular purposes of the Association, to act as trustee of any such special charitable trust whether established by the Association or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Association and may be conducive to the Objects;
- 4.27 to establish and support or aid in the establishment and support of any charitable companies, associations or other bodies or institutions in any way connected with the purposes of the Association or calculated to further the Objects;
- 4.28 to amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether or mainly similar to the Objects;
- 4.29 either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Association; and
- 4.30 to do all such other lawful things as shall further the attainment of the Objects.

APPLICATION OF INCOME AND PROPERTY AND CONFLICTS OF INTEREST

5. Application of Income and Property

- 5.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the Members, but subject to compliance with Article 6.1:
 - 5.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Association;
 - 5.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Association; and
 - 5.1.3 Members, Trustees and Connected Persons who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Association except:
 - 5.2.1 as mentioned in Articles 4.24, 5.1.1, 5.1.2, 5.1.3, 5.3 or 5.4;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Association;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings);

- 5.2.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Act, to the approval or affirmation of the Members).
- 5.3 No Trustee or Connected Person may be employed by the Association except in accordance with Article 5.2.5, but any Trustee or Connected Person may enter into a written contract with the Association (stating the maximum to be paid), to supply services (including goods supplied in connection with the provision of services) in return for a payment or other material benefit but only if:
- 5.3.1 the services (and goods) are actually required by the Association, and the Board decide that it is in the best interests of the Association to enter into such a contract;
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the services (and goods) and is set in accordance with the procedure in Article 6.1; and
 - 5.3.3 no more than a minority of the Trustees are subject to such a contract in any financial year.
- 5.4 A Trustee or Connected Person may enter into a contract for the supply of goods to the Association that are not supplied in connection with services provided to the Association by the Trustee or Connected Person, but only if each of the following conditions is satisfied:
- 5.4.1 the amount or maximum amount of the payment for the goods:
 - (i) is set out in an agreement in writing between the Association and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Association;
 - (ii) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 5.4.2 the other Trustees are satisfied that it is in the best interests of the Association to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
 - 5.4.3 the Supplier:
 - (i) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Association by them;

- (ii) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
- 5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by this Article 5.
- 5.5 In Article 5.3 and Article 5.4, the “Association” includes any company in which the Association:
 - (a) holds more than 50% of the shares; or
 - (b) controls more than 50% of the voting rights attached to the shares; or
 - (c) has the right to appoint one or more Trustees to the company.
- 5.6 A Trustee’s duty under the Act to avoid a conflict of interest with the Association does not apply to any transaction authorised by this Article 5.

6. Conflicts of Interest

- 6.1 Subject to Articles 6.2 and 6.3, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 6.1.1 declare the nature and extent of their interest at or before discussion begins on the matter;
 - 6.1.2 withdraw from the meeting for that item after providing any information requested by the Board;
 - 6.1.3 not be counted in the quorum for that part of the meeting; and
 - 6.1.4 be absent during the vote and have no vote on the matter.
- 6.2 Articles 6.1.2 to 6.1.4 shall not apply where the matter to be discussed is in respect of any policy of insurance authorised under Article 4.24.
- 6.3 When any Trustee is a Conflicted Trustee, and the conflict is not authorised by virtue of any other provision in these Articles, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Association to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
 - 6.3.1 to continue to participate in discussions leading to the making of a decision and or to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 6.3.2 to disclose information confidential to the Association to a third party;

- 6.3.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit; or
- 6.3.4 to refrain from taking any step required to remove the conflict.
- 6.4 A Conflicted Trustee who obtains (other than through their position as Trustee) information that is confidential to a third party, shall not be in breach of their duties to the Association if they declare the conflict in accordance with Article 6.1 and then withhold such confidential information from the Association.
- 6.5 For any transaction or arrangement authorised under Articles 4.24, 5.1.1 to 5.1.3, 5.2 or 5.3, the Trustee's duty under the Act to avoid a conflict of interest with the Association shall be disapplied provided the relevant provisions of Article 6.1 have been followed.

MEMBERS

7. Members

- 7.1 The Association must maintain a register of Members.
- 7.2 Membership is open to any person, institution or body interested in furthering the Objects and who is approved by or on behalf of the Board.
- 7.3 The form and procedure for applying for membership shall be prescribed by the Board.
- 7.4 Where a person, institution or body was formerly a member of the Association and applies for re-admission to Membership (an "applicant"), such applicant shall not be admitted to membership if:
 - 7.4.1 during the five years preceding the date of application for Membership, the Association carried out an investigation into the applicant's conduct while a member of the Association; and
 - 7.4.2 the investigation was not completed, or not completed to the satisfaction of the Association, as a result of the applicant's conduct during the investigation.
- 7.5 Members shall pay such subscription at such rates and subject to such conditions as shall from time to time be prescribed by Ordinary Resolution of the Association in General Meeting. Annual subscriptions shall be payable in advance and shall run from the date the Board prescribes.

8. Termination and Regulation of Membership

- 8.1 Membership is terminated if the Member concerned:

- 8.1.1 gives at least 28 Clear Days' written notice of resignation to the Association;
 - 8.1.2 dies;
 - 8.1.3 (being an Institutional Member) is the subject of an order made or resolution passed for its winding up, dissolution or administration, or an administrator or receiver is appointed over any of its assets or creditors enter into any compromise or arrangement with it; or
 - 8.1.4 is removed from Membership in accordance with regulations established under Article 8.2.
- 8.2 The Board shall establish such committees as they consider necessary or expedient to maintain the Association's standards of skill and professional conduct and for this purpose shall make regulations specifying how complaints against and other grounds for suspecting misconduct on the part of Members shall be dealt with investigated and adjudicated upon. Members shall co-operate with the Association in any such investigation and report suspected misconduct. Such regulations shall specify the sanctions that may be imposed upon Members found guilty of misconduct (including cancellation of membership); they shall also permit the costs of such proceedings to be recouped from the Member concerned and shall specify in what circumstances and how the proceedings shall be publicised.

9. Membership Not Transferable

Membership of the Association is not transferable.

10. Classes of Membership

- 10.1 The Membership shall be comprised of the following classes of Members:
- 10.1.1 Honorary Fellows who shall not exceed 15 in number;
 - 10.1.2 Individual Members; and
 - 10.1.3 Institutional Members.
- 10.2 An Institutional Member shall be entitled to appoint an individual as its authorised representative to represent it and to attend and vote at meetings of the Association on its behalf and Institutional Members shall provide authority in such form as the Board may from time to time require as to the appointment of the individual concerned as its authorised representative.
- 10.3 The Board may establish regulations governing the different classes of Membership (and may recognise one or more classes of supporters who are not Members but who may nevertheless be termed "members") and set out their respective rights and obligations.

- 10.4 Individual Members of the Association shall be eligible to become Associates or Fellows of the Association and to use the respective descriptions “AMA” or “FMA” after their name provided that they fulfil such requirements as may be prescribed from time to time in regulations made by the Board.

11. Limited Liability

The liability of Members is limited.

12. Guarantee

Every Member promises if the Association is dissolved while they remain a Member or within twelve months afterwards to contribute up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Association while they were a Member.

GENERAL MEETINGS OF MEMBERS

13. General Meetings

- 13.1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Board and must be called on a request from the requisite number of Members in accordance with the Act.
- 13.1A A general meeting shall usually be held in person however it may, if the Trustees so determine, be held partially by Electronic Means in accordance with these Articles and the Act, and references to persons being “present in person” or “present” and “entitled to vote” in these Articles shall include references to persons and Members attending by Electronic Means.
- 13.1B Any Member, or participant in a General Meeting, may participate in person or by Electronic Means by which all those participating are able to communicate with all other participants and to exercise their rights to speak and vote at that meeting.
- 13.1C In determining attendance at a general meeting (including, without limitation, an AGM), it is immaterial whether any two or more Members attending it are in the same place as each other. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 13.2 A resolution (whether special or ordinary) may be proposed at any general meeting by any twenty-five Members provided that written notice of the proposed resolution is given to the Secretary not less than 56 Clear Days prior to the date of the general meeting. The Board may refuse to include any such resolution in the business of the general meeting if the resolution is contrary to law, a breach of the Association’s

charitable status or otherwise reasonably considered to be harmful to the best interests of the Association.

14. Notice

- 14.1 Subject to Article 14.2, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying the time, date and place of the meeting (including, if the meeting is to take place partially by Electronic Means, details as to how Members may join and attend such a meeting), the general nature of the business to be transacted and notifying Members of their right to appoint a proxy.
- 14.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.
- 14.3 Notice of general meetings should be given to every Member and Trustee, and to the Association's auditors.
- 14.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it owing to an accidental omission by the Association.

15. Quorum

- 15.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person, by authorised representative or by proxy is at least 100.
- 15.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine (including, if the meeting is to take place partially by Electronic Means, details as to how Members may join and attend such a meeting).

16. Chair of the Meeting

- 16.1 The President or (if the President is unable or unwilling to do so) the Vice-President or some other Trustee elected by the Board chairs a general meeting.
- 16.2 If no Trustee is willing to chair the meeting, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to chair the meeting. A proxy who is not a Member entitled to vote shall not be entitled to be appointed as chair of the meeting.

17. Adjournment

The chair of the meeting may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting (including, if the meeting is to take place partially by Electronic Means, details as to how Members may join and attend such a meeting) and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

18. Voting General

- 18.1 On a show of hands or a poll every Member who is present in person, by authorised representative or by proxy (unless the proxy is themselves a Member entitled to vote), shall have one vote.
- 18.2 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 chair of the meeting whose decision shall be final and conclusive.
- 18.3 Unless a poll is duly demanded, a declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 18.4 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy.

19. Poll Voting

- 19.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
 - 19.1.1 by the chair of the meeting; or
 - 19.1.2 by at least five Members at the meeting having the right to vote; or
 - 19.1.3 by a Member or Members representing in accordance with the Act not less than ten percent of the total voting rights of all the Members having the right to vote.

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

- 19.2 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chair of the meeting consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 19.3 A poll shall be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 19.4 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. Otherwise a poll shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 19.5 Where a duly demanded poll is not to be taken immediately no notice need be given of the poll if the time and place (including, if the announcement is to take place or partially by Electronic Means, details as to how Members may join and attend such an announcement) at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

20. Proxy Voting

- 20.1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Board which:
 - 20.1.1 states the name and address of the Member appointing the proxy;
 - 20.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 20.1.3 is executed by or on behalf of the Member appointing the proxy; and
 - 20.1.4 is delivered to the Association in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.
- 20.2 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board may:

20.2.1 in the case of an instrument in Hard Copy Form be deposited at the Association's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

20.2.2 in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:

(i) in the notice convening the meeting, or

(ii) in any instrument of proxy sent out by the Association in relation to the meeting, or

(iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Association in relation to the meeting,

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

20.2.3 in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or

20.2.4 where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to the Secretary or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

20.3 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Association at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

20.4 An appointment of a proxy may be revoked by delivering to the Association a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was

given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

21. Written Resolutions

Subject to the provisions of the Act:

- 21.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 21.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members and states that it is a special resolution.
- 21.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of their term of office may not be passed by a written resolution.
- 21.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 21.5 A Member (or an Institutional Member's authorised representative) indicates their agreement to a written resolution when the Association receives from the Member an authenticated document identifying the written resolution and indicating their agreement to it:
 - 21.5.1 by the Member's signature if the document is in Hard Copy Form; or
 - 21.5.2 by the Member's signature, or confirmation of the Member's identity in a manner specified by the Association accompanied by a statement of the Member's identity which the Association has no reason to doubt, if the document is in Electronic Form.

22. AGMs

- 22.1 The Association must hold an AGM in every calendar year which all Members are entitled to attend.
- 22.2 At an AGM the Members:
 - 22.2.1 receive the accounts of the Association for the previous financial year;
 - 22.2.2 receive the Board's report on the Association's activities since the previous AGM;
 - 22.2.3 appoint independent examiners or auditors for the Association;
 - 22.2.4 discuss and determine the level of membership subscriptions;

- 22.2.5 consider and if thought fit pass any resolutions proposed by Members in accordance with Article 13.2; and
- 22.2.6 discuss and determine any issues of policy or deal with any other business put before them by the Board.

23. General Meetings

Any general meeting which is not an AGM is a general meeting for the purposes of the Act.

THE BOARD, PROCEEDINGS AND POWERS

24. The Board

24.1 The Board as charity trustees have control of the Association and its property and funds.

24.2 Subject to Article 24.2.4, the Board, when complete, shall consist of fourteen (14) persons comprising:

24.2.1 Ten (10) Trustees elected by the Members (**Elected Trustees**) to include:

- (i) Five (5) situated in England, elected from among Members situated in England;
- (ii) Two (2) situated in Scotland, from among Members situated in Scotland;
- (iii) One (1) situated in Wales, from among Members situated in Wales;
- (iv) One (1) situated in Northern Ireland, from among Members situated in Northern Ireland; and
- (v) One (1) from among all Members; and

24.2.2 Four (4) Trustees appointed by the Board (**Appointed Trustees**),

who shall be elected or appointed in accordance with Articles 28 and 29 (as the case may be) and the requirements set out in the standing orders in place from time to time pursuant to Article 31.3.

24.2.3 The Trustees holding office (including the offices of President and Vice-President) as at the date of adoption of these Articles shall continue to do so in accordance with the terms of their election or appointment until their current term of office comes to an end.

- 24.2.4 The Trustees may approve such standing orders as may be necessary to manage the transition in the composition of the Board as constituted immediately prior to the adoption of these Articles to reflect the requirements of Article 24.2.
- 24.3 A President and Vice-President shall be elected or appointed from amongst the Board as set out in Articles 26 and 27.
- 24.4 A person may not act as a Trustee unless they
- (1) are an Individual Member; and
 - (2) have signed a written declaration of willingness to act as a charity trustee of the Association.
- 24.5 A Trustee's term of office as such automatically terminates if they:
- (1) are disqualified under the Charities Act from acting as a charity trustee;
 - (2) are, in the written opinion of a registered medical practitioner who is treating the Trustee, incapable, whether mentally or physically, of acting as a Trustee, and may remain so for more than three months;
 - (3) are absent without permission from 3 consecutive meetings of the Board and is asked by a majority of the other Trustees to resign;
 - (4) have served the maximum consecutive years in office and retire under Article 24.6;
 - (5) resign by written notice to the Board (but only if at least two Trustees will remain in office);
 - (6) cease to be a member; or
 - (7) are removed by the Members at a general meeting under the Act.
- 24.6 Save as otherwise provided in these Articles, no Trustee (except a Trustee holding office as President or Vice-President) shall hold office for more than six consecutive years. A Trustee who has served for six consecutive years shall retire and shall not be eligible to be re-elected, re-appointed or co-opted to the Board (except as President) until they have been out of office for one year. A period out of office of less than one year shall not be deemed to have interrupted continuity of office for the purposes of this Article and shall be treated as forming part of the Trustee's continuous period of office.
- 24.7 For the purposes of calculating duration of office under Articles 24.6, 26.1, 27.1, 28.1 and 29.1 a "year" means:-
- 24.7.1 in relation to the offices of Elected Trustees and of the President, the period from 1 April in a calendar year to 31 March (inclusive) in the following calendar year (and for these purposes an Elected Trustee elected to hold office

from a date later than 1 April in any year shall be deemed to have served from 1 April); and

24.7.2 in relation to the offices of Appointed Trustees and of the Vice-President, the period from the conclusion of the appointment meeting in a calendar year to the conclusion of the appointment meeting in the following calendar year.

24.8 The Board may at any time co-opt any individual who is eligible as a Trustee to fill a vacancy in its number, but a co-opted Trustee, if filling a vacancy in the Elected Trustees, holds office only until the next election under Article 28.3, when the Members shall vote to ratify the appointment or otherwise and, if filling a vacancy in the Appointed Trustees, holds office only until the next appointment meeting but shall then be eligible for re-appointment.

24.9 A technical defect in the appointment of a Trustee of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

25. Dialogue with the Membership

In considering the management and administration of the Association and its property the Board shall maintain active engagement with the Members through communication and consultation, where appropriate.

26. President

26.1 The President shall be elected by the Members in accordance with this Article to hold office for a three year term commencing on 1 April in the relevant year. At the expiry of such term of office the President shall retire and shall not be eligible for re-election as President for a period of at least 1 year.

26.2 Only Trustees currently in office (including Elected Trustees whose terms of office will expire on 31 March in the relevant year whether or not they will then have served the maximum length of service under Article 24.6) may stand for election as President. An Elected Trustee standing for re-election shall be deemed duly re-elected if elected as President. A President who has served the maximum length of service under Article 24.6 immediately prior to election as President will be deemed to hold office as an Elected Trustee during their term of office as President.

26.3 At least two months prior to the date upon which a President's term of office ends, or as soon as a vacancy of the role of President otherwise arises, the Board shall give notice to the Members of the Trustee or Trustees standing as candidates for President and, if there is more than one candidate, the notice shall be accompanied by ballot papers which shall contain such information as to the candidates and shall be in such form as the Board shall prescribe by regulations. Every Member shall be entitled to vote for one candidate and completed ballot papers must be returned so as to reach the Secretary not later than such date as the Board shall prescribe, and any not so returned will not be counted in the ballot. If two candidates for President obtain an equal number

of votes, the successful candidate shall be determined by drawing of lots. If there is only one candidate for President, no ballot will be held and they will be duly elected.

- 26.4 The President during their term of office as President shall not be subject to retirement on termination of their term of office as Trustee nor on serving the maximum length of service under Article 24.6.

27. Vice-President

- 27.1 The Vice-President shall be appointed by the Board from amongst their number at the appointment meeting for a term of three years commencing at the conclusion of that meeting. At the expiry of such term of office the Vice-President shall retire as Vice-President.
- 27.2 The Vice-President during their term of office as Vice-President shall not be subject to retirement as Trustee on serving the maximum length of service under Article 24.6 but shall serve to the end of their term as Vice-President and shall then retire as a Trustee if their term has then expired.

28. Elected Trustees

- 28.1 Elected Trustees shall be elected by the Members in accordance with this Article and any standing orders adopted by the Trustees (and subject to Article 26.2) for a three year term commencing on 1 April in the relevant year (or such later date as may be specified in relation to a vacancy to arise after 1 April). They shall be eligible for re-election as an Elected Trustee (or appointment as an Appointed Trustee) for one further consecutive three year term.
- 28.2 Only Individual Members may stand for election as Elected Trustees.
- 28.3 Where any of the Elected Trustees is due to retire, or a vacancy has otherwise arisen over the year:-
- 28.3.1 The Board shall give notice to the Members inviting nominations to fill the vacancies arising (such nominations to be submitted to the Secretary accompanied by such information as to the candidates and in such form and by such date as the Board shall prescribe by regulations).
- 28.3.2 No later than such date as the Board shall prescribe by regulations, the Board shall give notice to the Members of the candidates for Elected Trustees and, if there are more candidates than vacancies, the notice shall be accompanied by ballot papers which shall contain such information as to the candidates and shall be in such form as the Board shall prescribe by regulations. Every Member shall be entitled to as many votes as there are vacancies and completed ballot papers must be returned so as to reach the Secretary not later than such date as the Board shall prescribe and any not so returned will not be counted in the ballot. If two candidates obtain an equal number of votes, the successful candidate will be determined by drawing lots. If there are no more

candidates than vacancies, no ballot will be held and the candidates will be duly elected.

29. Appointed Trustees

- 29.1 Appointed Trustees shall be appointed by the Board at the appointment meeting in accordance with any standing orders adopted by the Trustees and shall take office at the conclusion of that meeting, to hold office for a three year term. They shall be eligible for re-appointment as an Appointed Trustee (or as an Elected Trustee) for one further consecutive three year term.
- 29.2 In considering the appointment of Appointed Trustees, the Board shall have regard to the aim of ensuring a balance of experience, skills and diversity on the Board.
- 29.3 The Trustees shall select one of the Appointed Trustees to hold office as Treasurer of the Association.

30. Proceedings of the Board

- 30.1 The Board must hold at least four meetings each year.
- 30.2 A quorum at a meeting of the Board is a simple majority of the total number of Trustees in office.
- 30.3 The Director of the Association shall be invited to attend and contribute at all meetings of the Board, but shall not have a right to vote on any issues and may be asked to be absent from voting.
- 30.4 A meeting of the Board may be held either in person or by suitable Electronic Means agreed by the Board in which all participants may communicate with all the other participants simultaneously.
- 30.5 The President or (if the President is unable or unwilling to do so) some other Trustee chosen by the Trustees chairs each meeting.
- 30.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 30.7 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 30.8 A Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Association or in any transaction or arrangement entered into by the Association which has not previously been declared and must comply with the requirements of Article 6.

30.9 A procedural defect of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

31. Powers of the Board

The Board has the following powers in the administration of the Association:

31.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Association;

31.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one (1) member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Board);

31.3 to make standing orders consistent with these Articles and the Act to govern (inter alia) the appointment of Appointed Trustees and the transition of the composition of the Board to meet the requirements of Article 24.2 and proceedings at general meetings, the procedure to be followed for holding ballots of Members, the procedures for, and any restrictions on, the nomination for election as an Elected Trustee and the election of Elected Trustees and the President and such other matters relating to the membership as the Board thinks fit;

31.4 to make rules consistent with these Articles and the Act to govern proceedings at Board meetings and at meetings of committees;

31.5 to make regulations consistent with these Articles and the Act to govern the administration of the Association and the use of its seal (if any);

31.6 to establish procedures to assist the resolution of disputes within the Association; and

31.7 to exercise any powers of the Association which are not reserved to the Members.

32. Records & Accounts

32.1 The Board must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

32.1.1 annual reports;

32.1.2 annual returns; and

32.1.3 annual statements of account.

32.2 The Board must keep records of:

32.2.1 all proceedings at general meetings;

- 32.2.2 all proceedings at meetings of the Board;
 - 32.2.3 all reports of committees; and
 - 32.2.4 all professional advice obtained.
- 32.3 Accounting records relating to the Association must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 32.4 A copy of the Association's latest available statement of account must be supplied on request to any Trustee or to any other person who makes a written request and pays the Association's reasonable costs, within two months.

33. Communications

In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.

- 33.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Association) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 33.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 33.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 33.4 The Association may deliver a Document to a Member:
- 33.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
 - 33.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
 - 33.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;
 - 33.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
 - 33.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
 - 33.4.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

- 33.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 33.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 33.6.1 forty eight hours after it was posted, if first class post was used; or
 - 33.6.2 seventy two 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 Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 33.6.3 properly addressed; and
 - 33.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 33.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.
- 33.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.
- 33.9 If a Document (other than a guarantee certificate) is posted on a website (in the case of communications by the Association), 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.
- 33.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.
- 33.11 A technical defect in the giving of notice of which the Board is unaware at the time does not invalidate decisions taken at a meeting.
- 33.12 A Member present in person, or by proxy at any general meeting of the Association shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 33.13 A Member who does not register an address with the Association or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Association.

34. Exclusion of Model Articles

The model articles if any for a company limited by guarantee not having a share capital are hereby expressly excluded.

35. Indemnity

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

36. Dissolution

36.1 If the Association is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Board may decide:

36.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as, or similar to the Objects;

36.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

36.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

36.2 A final report and statement of account must be sent to the Commission.

36.3 This Article may not be amended without the prior written consent of the Commission.

37. Interpretation

37.1 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

37.2 In these Articles:

“**Act**” means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Association;

“**Address**” includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

“**AGM**” means an annual general meeting of the Association;

“**appointment meeting**” means the first meeting of the Board following 1 April each year;

“**these Articles**” means these articles of association;

“**Association**” means the charitable company governed by these Articles;

“**Board**” shall mean the Trustees acting together;

“**Charities Act**” means the Charities Act 2011, including any statutory modifications or re-enactment thereof for the time being in force;

“**Charity Trustee**” has the meaning prescribed by section 177 of the Charities Act;

“**Circulation Date**” subject to the Act, means the date on which copies of a written resolution are sent or submitted to Members (or if copies are sent or submitted to Members on different days to the first of those days);

“**Clear Day**” means 24 hours from midnight following the relevant event;

“**the Commission**” means the Charity Commission for England and Wales or any body which replaces it;

“**Conflicted Trustee**” means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Association, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Association;

“**Connected Person**” means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;

“**Electronic Form**” and “**Electronic Means**” have the meanings respectively prescribed to them in the Act;

“**Eligible Member**” subject to the Act, means Members who would have been entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted to a Member for their agreement on the Circulation Date of the resolution;

“**executed**” includes any mode of execution;

“**Financial Expert**” means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

“**firm**” includes Limited Liability Partnership;

“**Hard Copy Form**” has the meaning prescribed by the Act;

“**Honorary Fellow**” means an individual nominated by the Trustees who has provided distinguished service to the Association or its Objects in any part of the world and who shall be elected by the Association in General Meeting;

“**Individual Member**” means an individual providing or who has provided such services as may be defined by the Trustees in relation to a museum or art gallery or other similar institution as the Trustees may approve or individuals engaged in full time study on a course approved by the Trustees;

“**Institutional Member**” means a museum or other organisation maintaining or offering museum services or such other body associated with or representing museums or museum personnel as are approved by the Trustees;

“**Member**” and “**Membership**” refer to company membership of the Association;

“**month**” means calendar month;

“**Objects**” means the Objects of the Association as defined in Article 3.1;

“**Secretary**” means the Secretary of the Association;

“**Trustee**” means a director of the Association and “**Trustees**” means the directors; and

“**written**” or “**in 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, without limitation by, Hard Copy, Electronic Means or otherwise.

- 37.3 Words importing the singular number only shall include the plural number and vice versa; words importing the one gender shall include all genders and words importing persons shall include corporations.
- 37.4 Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Association) shall bear the same meaning in the Articles.
- 37.5 Nothing in these Articles shall authorise an application of the property of the Association for purposes which are not charitable in accordance with any statutory provision regarding the meaning of the word “charitable” or the words “charitable purposes” in force in any part of the United Kingdom.