

**Memorandum and Articles
and
Board Regulations
of The Tutors' Association**

2020



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BR100 – Board Composition

Article 7 deals with the composition of the Board

1. The Composition of the Board

- 1.1 The board shall comprise of up to a maximum of thirteen members elected by the membership or appointed by co-option by the board.
- 1.2 There shall be six members elected by the whole membership, two Executive Directors who shall be ex officio members of the Board one of whom shall be the Secretary of the Association and such individuals, up to a maximum of five, any of whom need not be members, whom the board may co-opt.
- 1.3 Board Regulations shall determine the criteria for co-option.
- 1.4 The term of office for all elected members shall be three years with one third retiring each year by rotation. Those to retire shall be those who at the close of the next annual general meeting shall have completed three years' service or those that are the longest serving. In the event of equality of length of service, the candidates shall draw lots to determine who shall retire.
- 1.5 The term of office for all co-opted members shall be one year which will commence on the date appointed and cease at the close of the annual general meeting following their appointment.
- 1.6 The term of office for the Executive Directors shall be for the entirety that they hold their office and they shall resign from the board immediately upon leaving their office. If eligible in accordance with Board Regulations, they may stand for election to the Board.
- 1.7 The Board may re-appoint any co-opted member on the expiry of their term of office.
- 1.8 The timing of the elections together with the procedure under which they are to be conducted shall be determined by board regulations.
- 1.9 The board duly elected will take office at the close of the annual general meeting immediately following their election.
- 1.10 The maximum length of service on the board for all elected and co-opted members shall be three years. A member may seek re-election after taking a two-year break. The board shall be authorised to vary the requirements under this regulation in any year at their absolute discretion.
- 1.11 1.10 above shall not apply to an individual who is elected an Officer of the Association even though he or she has completed three years on the board.
- 1.12 An officer who is at the end of their term of office on the board and has not been re-elected in an officer position shall leave office at the close of the annual general meeting following the expiry of his or her term and shall not be eligible to stand again for election to the board for two years.

BR101 - Procedures for Election to the Board.

Article 7 calls for Board Regulations for the conduct of the elections to the Board. The Board delegates authority for the conduct of the elections to the Secretary, in accordance with Article 6.

1. Core principles for Association's Elections

1.1 The participation of the membership in Association's elections is vital for the success of the organisation. To ensure this, the election systems used need to be accessible to all members and trusted by those members.

1.2 The core principles to be followed are

- 1.2.1 That all systems for voting should be secure and accurate. Only people entitled to vote should vote and votes must be recorded and counted accurately.
- 1.2.2 That the election process is objective. Procedures should be applied impartially and consistently.
- 1.2.3 That all members should be encouraged to participate in elections (both as candidates and voters); that elections are well publicised; and that it is easy to vote.
- 1.2.4 That the administration of the election is transparent. Procedures and criteria will be written in clear English and available to all. The results of the election will be announced promptly.

1.3 These principles are listed in order of priority and where there is any conflict between them, they will be applied in that order.

2. Elections Governed by These Procedures

2.1 These procedures apply to the elections to the Board of the Association.

2.2 All Association elections are subject to the Articles of the Association, and where there is a conflict between these procedures and the Articles, it is the provisions of the Articles that must be complied with.

3. Responsibilities

3.1 The Secretary of the Association shall either act as Returning Officer or appoint a Returning Officer to act on his or her behalf.

3.2 The Returning Officer is responsible for the conduct of the election. It is the job of the Returning Officer to apply and interpret these procedures; to count the votes (or oversee the count); and to announce the results. In the event of any dispute concerning these procedures, the ballot or the validity of votes, the decision of the Returning Officer shall be final.

3.3 The Returning Officer may also appoint agents for the purposes of assisting with an election.

3.4 All members should be able to participate equally in elections. To help ensure this:

3.4.1. Election materials will be made available in formats that are accessible for all members regardless of disability or proclivity. For example, materials should be made available in print or on tape on request.

3.4.2 Alternative methods of voting will be made available to members who may not be able to vote in the customary way as a result of a disability. The Returning Officer is authorised to agree special voting provisions in this instance, providing that all the core principles set out above will still be met.

4. Timetable for Elections

4.1 Elections will normally be held in the six months preceding the AGM. The exact timetable for each election will be determined by the Returning Officer at least 2 months before the proposed closing date for nominations.

4.2 All elections will follow the order of events listed below:

Set the timetable	See section 4
Appoint Returning Officer (if applicable)	See section 3
Publish notice of elections	See section 7
Closing date for nominations	See section 10 and 11
Closing date for manifestos	See section 15
Dispatch voting papers and manifestos	See section 17
Voting opens	See section 17
Close of voting	See section 17
Count the votes	See section 22
Notify candidates of the results	See section 26
Publish the results	See section 26

5. Voting Systems

5.1 These procedures are drafted with particular reference to postal voting which is the default mechanism used for all elections. However, alternative voting systems, including email, secure web-based voting, may be used as permitted by the Articles and where there are adequate safeguards regarding security and privacy.

5.2 Postal Voting

5.2.1 When an election is conducted by postal ballot a ballot form will be sent to each member. The ballot form will be in such format as the Returning Officer shall determine (see section 17).

5.2.2 Whenever possible, members will either be provided with a business reply service envelope for the return of the ballot paper or given details of a freepost address to which the ballot paper should be returned.

- 5.2.3 In a postal vote, members will be instructed that nothing should be placed inside the envelope other than the ballot form. In addition, the envelope should be marked "ballot paper" and, if necessary, with the name of the election. The Returning Officer may choose to specify that ballot papers are only valid if returned in envelopes provided. The Association cannot accept responsibility for ballot forms not returned in the appropriate envelopes not being counted.
- 5.2.4 It is the responsibility of members to submit their completed ballot forms. Ballot forms should therefore be submitted individually. Whilst Association will accept ballot forms from members at the same address in the same envelope, the Returning Officer will not accept ballot forms where there is a possibility that they have not been returned by the individual members for example where a large number of forms collected in one envelope.
- 5.2.5 Envelopes containing ballot papers will be kept in a secure location.

5.3 **Electronic or Telephone Voting**

- 5.3.1 As an alternative to postal voting, electronic or telephone voting may be used for elections, as permitted by the Articles. If voting by electronic means or telephone is being used, the following procedures must be followed
- 5.3.2 Members must have the right to submit a postal vote as an alternative to electronic to telephone voting. Mechanisms must therefore be put in place to ensure that there can be no duplication in voting.
- 5.3.3 Telephone voting must be to a dedicated line, or lines. Access to the votes recorded will be restricted to the Returning Officer, his / her agents, any other independent scrutineers, and any independent service provider.
- 5.3.4 Electronic voting will be via email to the Returning Officer a copy of the scanned ballot form.
- 5.3.5 Adequate safeguards against fraud must be in place to maintain the security of the ballot.

6. **Voting Privacy**

The Returning Officer will make such additional arrangements as s/he thinks appropriate to ensure that members' votes remain confidential.

7. **Notice of Elections**

- 7.1 Adequate notice must be given of all elections. This will normally mean a notification emailed directly to all members entitled to vote or inclusion in an Association publication that is sent to all members (or all members entitled to vote). Notice of an election should also be placed on the Association website.
- 7.2 Notice of the election will be given at least one month before the closing date for nominations.

7.3 The notice of the election will include:

- 7.1.1 What the election is for
- 7.1.2 The number of vacancies to be filled
- 7.1.3 How to nominate or be nominated
- 7.1.4 Who is eligible to be a candidate
- 7.1.5 The closing date for nominations and the timetable for the elections
- 7.1.6 Any other information considered by the Returning Officer to be necessary in order to facilitate the election.

2. Nomination Forms

- 2.1 The nomination forms will be made available to members via downloading from the website and will also be mailed to members on request.
- 2.2 A specimen nomination form can be found in Appendix 1 to these regulations.

3. Eligibility to be a Candidate

- 9.1 To be a candidate a person must comply with the following eligibility requirements for the position that they,
 - 9.1.1 Are a current member
 - 9.1.2 Have paid their subscription for the current year
 - 9.1.3 Have been properly proposed and seconded by two other eligible members of the Association,
 - 9.1.4 Must be able to demonstrate the suitability and competence to serve as a director of the Association,
 - 9.1.5 Have, ideally, served on a board of directors before,
 - 9.1.6 Not been disqualified by reason of provisions in the Company Directors Disqualification Act 1986, the Companies Act 2006, the insolvency Act 1986 and the provisions of article 22 of the Association's constitution from being a director of the company.
- 9.2 Any Member wishing to stand shall seek a proposer and seconder from among the membership.

10 Process for Nominations

- 10.1 All candidates must be nominated in accordance with the criteria for the specific election. All nominations must be received by the deadline specified.
- 10.2 The Returning Officer will specify the format for any nomination, which will normally include
 - 10.2.1 The name of the candidates.
 - 10.2.2 The membership number of the candidates.
 - 10.2.3 The addresses of the candidates.
 - 10.2.4 Any other information considered necessary by the Returning Officer.
 - 10.2.5 Candidate's signature indicating that they are willing, and eligible to stand for election.
 - 10.2.6 Names of the two persons proposing and seconding (the nominators), along with their membership numbers and / or addresses, and signatures.

- 10.3 A nomination will be invalid if;
- 10.3.1 The completed forms have not been received at the specified address by the closing date for nominations.
 - 10.3.2 The candidate has not signed the form.
 - 10.3.3 The nominators have not signed the form.
 - 10.3.4 The candidate is not eligible for election.
 - 10.3.5 The nominators are not eligible to nominate.
 - 10.3.6 The particulars of the candidates or the persons nominating the candidate are incomplete, untruthful or inaccurate.
- 10.4 The Returning Officers decision that a nomination is invalid is final. The candidate will be immediately withdrawn for the election if the Returning Officer holds that a nomination is invalid.

11 Delivery of Nominations

- 11.1 Details of where nomination papers must be returned to will be included with the nomination forms, along with the deadline for the receipt of nominations.
- 11.2 It is not necessary for all the nomination information to be returned on the same form. It may be more convenient for nominators to complete separate forms from the candidate and each other. In addition, whilst the Association will issue nomination forms a nomination will be valid provided it contains the same information (and signatures) as the form.
- 11.3 The Returning Officer may agree to receive nominations by fax or in electronic formats, provided that either:
- 11.3.1 This is supported by a “hard copy” of the nomination and that this hard copy is received before any election materials, with the candidate’s details, are published.
- Or
- 11.3.2 In the opinion of the Returning Officer appropriate security measures are in place to allow for facsimile or electric nominations to be accepted. If this is the case, this fact will be stated in the notice for the election.

12 Publication of Nominations

- 12.1 All nominations received shall be confidential prior to the closing date for the nominations. The names of the candidates shall not be disclosed to anyone, including the current board members until after the nominations have closed. However, the Returning Officer may choose to disclose how many nominations have been received to date.
- 12.2 At the closing date for nominations, the names of the candidates will be made public. A complete list of candidates will be given to any candidate, or other member, on request. The list may also be published via the website and other means.

13 Process for Withdrawal for Candidates

- 13.1 A candidate can withdraw from an election by submitting a notice of withdrawal. This must be signed by the candidate and delivered to the Returning Officer at the same address as for the delivery of nomination papers. Any withdrawals must be received no later than four days after the closing date for nominations.
- 13.2 A nominator can withdraw his/her nominations at any time before the closing date for nominations, by submitting a notice of withdrawal. A nominator cannot withdraw his/her nominations following the close of nominations.
- 13.3 If a candidate withdraws, the election proceeds with the remaining candidates.
- 13.4 If a candidate dies at any time between the closing date for nominations, and the announcement of the election result, the election will continue. If election materials have already been printed and / or distributed, Association will make attempts to notify members, via the website and any other general means of publication, of the death of the candidate. Any votes received for the deceased candidate will be discounted.

14 Uncontested Elections

If an election is uncontested in that the number of candidates is less than or equal to the number of vacancies a statement of the candidates will be posted on the website no later than one week after the close of nomination, and the candidates shall be declared elected unopposed.

15 Manifesto and Election Materials

- 15.1 Candidates will be asked to prepare a manifesto – a short personal statement supporting their candidacy and including details of their proposed contribution they wish to make to the strategic development and success of the Association. In addition, candidates will be asked to supply biographical details. The content will be as determined by the Returning Officer, but will typically include qualifications, membership grade, Association experience, current employment, industry sector expertise, place of residence and nationality.
- 15.2 Manifestos and biographical details must be submitted by the deadline specified (which may be the deadline for the receipt of nominations, or a date after this). Failure to submit a manifesto or biographical details by the deadline will not invalidate a nomination, but no manifesto or biographical details will be published if received after the deadline.
- 15.3 The manifesto must be no longer than 250 words. Manifestos exceeding 250 words may be returned to the candidates for editing (if this is possible before the deadline) or simply cut down to the limit. This may mean that only the first 250 words are published. The Returning Officer or his/ her agents shall not edit manifestos on behalf of candidates.
- 15.4 The Returning Officer or his / her agent shall review the content of the manifestos. Election manifestos are published at the Returning Officer's discretion and Association will not publish any manifesto that it believes;

- 15.4.1 To contain inaccurate or untruthful information
 - 15.4.2 To be potentially libellous
 - 15.4.3 Could subject the Association to any for or legal action or discredit it in any way.
- 15.5 The manifestos, biographical details and name of nominators will be provided to all members eligible to vote, along with ballot papers or instructions on voting if an alternative method of voting is being used.
- 15.6 In the election materials published by the Returning Officer the candidates will be listed alphabetically in order of their family names. If there are two or more candidates with the same family name, they will be listed in order of their other names.
- 15.7 If a candidate has more nominations than are required, only sufficient names will be published. Where possible the Returning Officer will give the candidates the opportunity to select the names, but if not, these will be determined by the Returning Officer (normally the first received).

16 Canvassing

Whilst the Association recognise that some candidates will engage in canvassing, and does not intend to prevent this activity, there are some restrictions that are placed on canvassing activities.

- 16.1 No statement, remarks or details of any kind shall be published in any form whatsoever by the Association itself in respect of candidates and in connection with elections beyond the information already provided to the membership in 15 above, without the prior written consent of the Returning Officer.
- 16.2 Candidates and their supporters must not make use of Association resources, including membership details or mailing lists, for the purposes of canvassing. In particular UK Data Protection legislation must be complied with. Where a candidate has access to membership details in another capacity (e.g. through branch work) they must not use those details for canvassing.
- 16.3 Association staff, whether or not members, must not canvass on behalf of any candidate, or be involved in any such activities.

17 Voting

- 17.1 Voting papers will always be dispatched at least four weeks before the date set for the close of voting. Voting papers will be sent to all members entitled to vote, and will include
 - 17.1.1 The names of the dates and the names of those nominating the candidates
 - 17.1.2 The election manifesto and biographical details for candidates.
 - 17.1.3 Details of the voting procedure, including the date for the close of voting, and the email and postal address to which votes should be sent
 - 17.1.4 A ballot form, or if an alternative voting method is being used, instructions on how to vote.

- 17.2 It shall be at the discretion of the Returning Officer how the information is provided to members, but, for the avoidance of doubt, the inclusion of voting papers with, or within, an Association publication that is sent to all members will meet the requirements of this section. In addition to providing the information to individual members, the voting papers (excluding the ballot paper and returning envelope) will also be published on the Association Website.
- 17.3 Association is responsible for ensuring that ballot papers, or details of how to vote, are emailed to members at their notified address (see 18) in good faith. However, the non-receipt of a ballot paper, or any other election materials, by any member or members shall not invalidate an election.

18 Ballot Papers

- 18.1 Whatever form a ballot paper takes, it must
- 18.1.1 Contain the names of all the candidates
 - 18.1.2 Contain clear instructions on how to vote.
- 18.2 If an alternative method of voting is used, this information must also be provided to the voters in the appropriate format e.g. on the website, or in the instructions for telephone voting.
- 18.3 Ballot papers (or details of how to vote) must only be sent to members' notified addresses or distributed to members personally. Notified address means the mailing address of the member on the membership database held by Association, at the time that mailing details are compiled. It is the responsibility of the member to ensure that Association is notified of his / her correct address, and any changes to it.
- 18.4 One, or more, of the following mechanisms must be used to ensure that ballot papers cannot be duplicated, and that they are used only by those persons entitled to vote.
- 18.4.1 The ballot paper may have a unique identification number on it.
 - 18.4.2 There is space on the ballot paper for a unique identification number to be written on it by the voter
 - 18.4.3 The ballot paper needs to be signed by the member and/ or requires identification details such as a membership number or will be accompanied by a declaration of identity form to be completed.
 - 18.4.4 Any other security mechanisms as the Returning Officer may approve.
- 18.5 Any un-issued ballot papers, or publications containing ballot papers, must be returned to the Returning Officer to be destroyed.

19 Replacement Papers

Association will only issue replacement ballot papers in exceptional circumstances and where there is no possibility of a duplication of voting. The decision of the Returning Officer on whether to issue a replacement ballot paper is final.

20 Eligibility to Vote

To be eligible to vote a person must, at the time of the dispatch of the voting papers to members:

- 20.1 Be either a Corporate or an Individual Member or Associate of the Association
- 20.2 Have paid their current subscription

21. Voting

21.1 All eligible members as defined in 20 above shall be entitled to vote.

22. Counting of Votes

22.1 The Returning Officer, or agents appointed by him/her, is responsible for collecting all envelopes containing ballot papers, or voting records (electronic or telephone), as soon as possible after the close of voting. No other person will have access to the ballot papers or voting records.

22.2 Counting should take place as soon as possible after the close of the voting, and continue, with reasonable breaks, until all votes are counted.

22.3 The Returning Officer, or agents, shall then be responsible for opening each email, envelope (if used); verifying each ballot paper, or voting record; and counting all ballot paper or voting records. No envelopes or emails will be opened before voting has closed.

22.4 Ballot papers will be verified before being counted. Verification will involve;

- 22.4.1 Checking that the ballot paper is original and not a copy.
- 22.4.2 Checking the appropriate verification procedures for voting by methods other than postal voting.
- 22.4.3 Recording the total number of ballot papers or voting records received and comparing with the numbers issued and numbers eligible to vote.

22.5 The Returning Officer must ensure that if counting is suspended for any reason (for a reasonable break, or overnight) proper precautions are taken for the security of the ballot papers, voting records and other documents.

22.6 The Returning Officer shall be responsible for determining if a recount is necessary for any votes. However normally a recount shall only take place if:

- 22.6.1 There is reason to believe that there may have been an error in the counting
- 22.6.2 A candidate has been elected by four or less votes.
- 22.6.3 Any such recounts shall only take place during the Count. Once the Returning Officer has announced the results they shall be regarded as final, in the absence of manifest error.

23. Attendance at Counts

Only the Returning Officer, and his/her agents and an independent scrutineer has a right to be present at the counting of the votes, unless, exceptionally, the Returning Officer has granted permission to anyone else to attend.

24. Validity of Votes

24.1 The decision of the Returning Officer on the validity of a vote, or any question arising in respect to a vote, will be final.

24.2 A ballot paper, or voting record, will be invalid if;

24.2.1 It is not received by the Returning Officer before the deadline for the close of voting

24.2.2 It is not an original ballot paper (in a postal vote) or in the required format for any other form of voting.

24.2.3 The person who voted was not entitled to vote, or there is uncertainty as to whether the person was entitled to vote (for example if a signature or membership number is required and is not provided, or a declaration of identity form is not completed).

24.2.4 There is no clear indication of voting intention.

24.2.5 There is uncertainty as to whether the individual member themselves submitted the ballot paper / vote.

24.3 Situations in which there would be no clear indication of a voter's intention include those where;

24.3.1 The voter has voted for more than one candidate (or more candidates than the number of vacancies).

24.3.2 The mark, or marks, on the paper is not clearly placed by a candidate's name. The paper, or voting record, has been left blank.

24.4 A ballot paper will not normally be invalid if;

24.4.1 The vote is marked in the wrong place, but with a clear indication of which a candidate or candidates are preferred.

24.4.2 The vote is marked otherwise than with a cross.

24.4.3 There is more than one mark but with a clear indication of which candidate, or candidates, is preferred.

24.4.4 The member has not used all of his/her votes.

24.5 Only the Returning Officer or his or her agent can determine whether a ballot paper, or voting record, is invalid. All invalid papers or voting records should be marked "invalid" and must be kept with all other ballot papers / voting records. In announcing the results, the Returning Officer shall also announce the number of invalid votes.

25. Tied Votes

If there is a tie between any two or more candidates, and the addition of one vote to any of the candidates would have enabled that candidate to be elected, the Returning Officer will decide between the candidates by drawing lots.

26. Announcement of Results

26.1 The Returning Officer is responsible for announcing the results of an election.

26.2 All candidates will be notified of the results as soon as possible after the Count has concluded and no later than four days after that time. Members will be notified of the results by email following the election. In addition, the results of all elections will be placed on the Association website, no later than one week after the count has concluded, and the results shall be available to all members, on request, at any time from the conclusion of the count.

26.3 The election results shall be published in the numerical order of votes received, but the number of votes cast for each candidate shall not be published. This information shall only be available for members of The Board and individual candidates (on request in regard to their own results only).

27. Retention of Ballot Papers and Voting Records

All ballot papers and any other voting records shall be retained for a period of at least 6 months, after which they should be destroyed. Only the Returning Officer, or the independent scrutineer, or another person acting on the explicit authority of the will have access to the ballot papers and voting records.

Dear Members,

Re: The Election for the Board – Call for Nominations

In accordance with the constitution of the Association elections are due to be held for [.....] vacancies on the Board.

Whilst membership of the Board is not intended to be onerous, it is expected that Board members will:

- a) Attend and contribute to Board meetings. There are usually eight Board meetings a year. Most of these take place online, but at least two are face-to-face.
- b) Take responsibility for leading one of the areas of TTA's strategic activity. We are particularly interested in the areas of developing the Regional hubs; social media exploitation; CPD; membership recruitment and member support. We are also seeking someone who could act, in addition, as Treasurer. If members have particular expertise in a different but relevant field, we would be happy to consider that as well.

The election process is covered by Board Regulation 101 and the Association's constitution both of which can be downloaded from the Association's website or a copy obtained by email from the Secretary on request. Members wishing to seek a nomination or indeed to nominate another member are required to complete the form below.

You will be required to obtain a proposer and a seconder from the existing membership.

In addition, elected candidates will be expected to take part in a 30-minute telephone interview with an existing, non-executive, member of the Board following their election. The purpose of this interview is two-fold:

- c) To enable the candidate to ask any questions they may have,
- d) To explore how the elected member can contribute to one of the areas of strategic activity in which the Board is seeking leadership.

To be eligible to stand for election a member must comply with Board Regulation 9. 1 which states;

9.1. To be a candidate a person must comply with the following eligibility requirements:

- 9.1.1 Be a current member
- 9.1.2 Have paid their subscription for the current year
- 9.1.3 Be properly proposed and seconded by two other eligible members of the Association,
- 9.1.4 Must be able to demonstrate their suitability and competence to serve as a director of the Association,
- 9.1.5 Have, ideally, served on a board of directors before,
- 9.1.6 Not be disqualified by reason of provisions in the Company Directors Disqualification Act 1986, the Companies Act 2006, the Insolvency Act 1986 and the provisions of article 22 of the Association's constitution from being a director of the company.

The closing date for nominations shall be **[date to be inserted]**. Completed nomination forms must reach the Association's offices either by email or post on or before this deadline. Each candidate will receive separate confirmation confirming receipt and acceptance of their nomination or otherwise by **[date to be inserted]**.

In the event of a ballot, ballot papers will be prepared and sent to the membership on **[date to be inserted]**. Voting will cease on at **[date to be inserted]**. The results of the ballot will be published on the Association's website and notified to candidates on **[date to be inserted]**. Successful candidates will assume office at the close of the Annual General Meeting to be held on [insert date].

Should you have any questions about this process and procedure please do not hesitate to contact me.

Yours faithfully

CT Lenton FTA, FCIS, FCCA, FCIM
Director & Secretary

THE ELECTION OF THE BOARD

Nomination form

PLEASE COMPLETE THIS FORM CLEARLY IN CAPITAL LETTERS. THE INFORMATION THAT YOU PROVIDE ON THIS FORM WILL BE THE INFORMATION USED IN ALL ELECTION MATERIALS

Section 1: Personal information

Name:

Membership grade:

Membership number:

Address:

E-mail:

Telephone number:

Nationality:

I confirm that:

- I am a Member of the Association.
- I agree to be bound by the Association's Board Terms of Reference BR 102 refers.
- I have not been convicted of an offence involving deception or dishonesty.
- I am not an undischarged bankrupt.
- I am not disqualified from serving as a company director.
- All the information supplied in this nomination form is correct to the best of my knowledge.
- If elected, I consent to serve as on the board and as a Director of the Association
- I am not disqualified from standing as a Director under the Company Directors Disqualification Act 1986, the Companies Act 2006 and the Articles of the Association.
- If elected, I agree that I will abide by The Board Terms of Reference.

Signature of Nominee:

Please Note:

Board Members must act in the Association's interests only, cannot derive any personal benefit or gain from the Association and may not normally undertake any paid work on behalf of the Association. If you have a potential conflict of interest that you believe may prevent you from fulfilling the duties of a member of the board please contact the Secretary, in confidence, before submitting this form.

Section 2: Nomination

Proposer:

I confirm that:

- This person is known to me and is, in my opinion, a fit and proper person of good standing. I fully support their nomination to the Board of the Association.
- I am a current a Member or Associate Member of the Association and will continue in membership for the duration of the election process.

Name of Proposer:

Signature of Proposer: _____

Address: _____

Membership grade: _____. Membership number: _____

Office currently held: _____

Secunder:

I confirm that:

- This person is known to me and, is in my opinion, a fit and proper person of good standing. I fully support their nomination to the Board of the Association.
- I am a current a Member of the Association and will continue in membership for the duration of the election process.

Name of Secunder:

Signature of Secunder: _____

Address: _____

Membership grade: _____. Membership number: _____

Section 3: Nominee supporting information

CURRENT POSITION / RELEVANT EXPERIENCE: (Please provide details of your current role or any relevant Board experience you may have to support your nomination in no more than 50 words)

SECTOR: (the sector in which this experience has been gained)

PLEASE DETAIL YOUR INVOLVEMENT WITH THE ASSOCIATION TO DATE (in no more than 50 words):

Section 4: Personal statement

Your Personal Statement should be no longer than 250 words and should cover the following areas:

1. Why you wish to stand for election to the Board?
2. What skills and experience you will bring to the Board?
3. Previous Board experience
4. Your strategic achievements to date
5. Where you believe the future lies for the Association

This nomination form and your personal statement must be received at the address below no later than **17:00 UK time on *[date to be inserted]***

THE SECRETARY, THE TUTORS' ASSOCIATION,

15 BENCOMBE ROAD, Marlow, BUCKS, SL7 3NZ Fax number: +44 (0)1628 890131

E-mail: clenton@thetutorsassociation.org.uk

BEFORE RETURNING YOUR NOMINATION FORM, PLEASE READ THE NOTES ON PAGE SIX.

NOTES:

1. These elections are governed by Association's Election Procedures. A copy of the procedures is available on request from the Association's Secretary.
2. Only current Corporate Members, Fellows, Members and Associate Members of the Association may be nominated or may propose or second a nomination. If you or your proposer or your seconders are not Voting Members of the Association at the closing date for nominations, your nomination will be invalid.
3. The information that you provide on this nomination form will be the information used in all election materials. Please ensure that all information (including designatory letters) that you wish to be included in the election materials are included on the nomination form. The Association cannot guarantee that any supplemental information you provide either on your personal statement or separately will be included in the election materials.
4. Please ensure that all sections of the form are completed and signed, or your nomination could be invalidated. It is not necessary for all the information to be returned on one form.
5. We reserve the right to check the details that you have provided on your nomination form and within your personal statement. The Association will not publish any personal statement that it believes to contain inaccurate or untruthful information, could be potentially libellous or could subject the Association to any legal action or discredit it in any way.
6. If your responses where indicated in Section 3 of the form exceed 50 words or your personal statement contains over 250 words, they will be returned for editing if possible, before [insert date]. However, should time not allow, or if we are unable to contact the nominee prior to the closing date, they will be cut at the point they reach the maximum number of words. In the event that a statement is not received in due time, the nomination will go forward to election, but will be marked 'Personal Statement not provided'.
7. We accept faxes or scanned copies of signed nomination forms until 17:00 UK time on [insert date].
8. You may e-mail or fax your nomination form and personal statement to us before the closing date as stated in the nomination paperwork. We will use the latest version of the form and statement that we receive prior to the closing date and no amendments will be accepted after that date.
9. We must receive original copies of your nomination form and the original signatures of your proposer and seconders within five working days of the closing date. Non-receipt by this date will render the nomination invalid.
10. The Board, at their absolute discretion, may suspend the application of article 9 above in special cases.

BR 102 Board Terms of Reference

Members of the Board the Association are jointly and severally responsible for the overall governance of the Association and its affairs subject to the provisions of the Constitution. The Board is responsible for the strategic direction and for the financial health of the Association, probity of its activities and developing the Association's aims, objectives and goals in pursuit of its objects.

The Board is accountable to the members for the activities and functioning of the Association and the extent to which its objects have been met.

It is The Board's responsibility to:

1. Give direction on all aspects of the Association's strategy and policy and develop long-term strategic and policy objectives for the executive and staff to implement
2. Review, approve and where appropriate request plans and programmes for achieving objectives
3. Ensure that the Association complies with legislative and regulatory requirements and acts within the confines of its constitution in the furtherance of its objects
4. Identify and monitor agreed key performance indicators which will be used to implement policy and to develop future policy
5. Approve the Association's annual budget and monitor progress in relation to the budget and strategy and be satisfied that appropriate financial controls are in place
6. Represent the values, views and policies of the Association to external audiences
7. Promote good relationships within the Association, with Members, Stakeholders and with other organisations
8. Contribute, anticipate and, as appropriate, seek to initiate and influence developments, both within the tutoring profession and in the wider community
9. Respond to and where possible anticipate changes and trends that might affect the Association, including any potential consequences of current or proposed legislative or governmental measures.
10. The Board meet regularly and receive reports from the executive to help them carry out these duties. If, between meetings, board members have any questions or queries, the initial point of contact for these is through the Secretary's office.
11. The Board is able to delegate powers and functions as it thinks fit and appoint working parties to deal with specific policy issues as appropriate.
12. Any member of the board who misses three consecutive board meetings shall vacate their office. The Board shall have the power to override this regulation at its absolute discretion.

As individuals, all members of the Board have a duty to:

13. Have a good understanding of and be sympathetic towards the Objects, aims and objectives of the Association
14. Act in the best interests of the Association and its present and future members at all times
15. Remain objective and consider the organisation as a whole when making decisions
16. Exercise care and diligence in the conduct of Association's business
17. Observe the highest standards of integrity and confidentiality. Any information of a confidential nature must remain confidential outside of the meeting.
18. Contribute and play an active role in Board meetings, having read and digested the Board papers in preparation for the meeting.
19. Contribute skills, expertise and experience to the work of the Board and to the Association.
20. Explain and support the policies formally adopted by the Board, even where these may differ from individual views. Board members are jointly and severally liable for Board decisions, which should therefore be taken together as a team, recorded accurately and communicated in a unified manner.
21. Refrain from making public statements which could damage The Association's good reputation or differ from the Board's formal position even when that position may vary from individual views
22. Avoid or deal appropriately with actual or potential personal conflicts of interest (in line with Association policies) and ensure that the Board and the Association are aware of any conflicts that may exist (whether personal, family, trust or business interests) by recording them in the minutes. If members of the Board do find themselves conflicted, they must not take part in decision making.
23. Refrain from exerting influence to garner any preferential treatment for themselves, their family or any other connected person.
24. Ensure that service on the Board is not used to promote private interests, for personal gain, advantage or in any way which may be to the detriment of the Association
25. Act in a professional manner and with integrity when dealing with the Association's members, staff and stakeholders.

BR 103 Board Induction

1. All new members of the Board shall be required to go through a board induction programme which will be run and designed by the President and Secretary of the Association.
2. The programme will seek to ascertain the members' experience of operating as a director and at board level and to provide each member with all the relevant background information of the Association and its operations to enable them to function as a director of the Association.
3. It is recognised that some members will not have had board experience given the nature of the tutoring profession.
4. Following the Annual General Meeting at which the new members take office a separate meeting of the new members will be convened for the purposes of the induction programme.
5. At or before this meeting members will be provided with:
 - a) The Constitution and Rule Book of the Association
 - b) The strategic plan
 - c) The last two sets of the Report and Accounts
 - d) The current operating report and management accounts
 - e) The Current operating plan and budget
 - f) The Roles and Responsibilities of Directors
6. The meeting or indeed meetings will seek to update members' knowledge of the Association's operations and inform them of its current challenges.
7. In addition, it will also inform members of the various procedures and meeting protocols that are currently being operated.
8. The first meeting is essentially a two-way forum in which members will be able to ask any question, seek guidance or provide comment.
9. The President and Secretary will provide support and further training as and when required for any member throughout their term on the Board. In addition, the member may request a mentor.
10. The Secretary of the Association is the person to be contacted in respect of all questions in the first instance particularly if they relate to the constitution and governance.
11. All directors are indemnified by the company for their acts and the Association has taken out Third Party and Director and Officers liability insurance.

BR201 – Capital Expenditure

1. Capital spending in excess of £2,000 is to be referred to the Board of Directors for approval with a recommendation from a minimum of two directors. The matter is then fully discussed, and a vote taken on a proposal, or counter proposal if applicable.
2. Revenue spending over £2,000 may be taken by any two directors from the Secretary, President, Treasurer, or Vice President.
3. Spending up to £2,000 may be taken by the Secretary.
4. For the elimination of doubt, these guidelines are for one-off purchases. Whenever, goods or services can be reasonably expected to include future expenditure to the same supplier within a 12-month period starting from the authorised item, the full amount anticipated in the ensuing 12 months will be taken into account.

Codes of Conduct

BR 301 Members' Standards for Private Tutors

1. Introduction

- 1.1 Occupational Standards usually specify standards of performance that people are expected to achieve in their work, and the knowledge and skills they need to perform effectively. They are called standards because they are statements of effective performance that have been agreed by a representative sample of key stakeholders in a given sector.
- 1.2 The Tutors' Association (TTA) Members' Standards for Private Tutors seek to reflect the above definition. Their creation is hindered by the lack of consensus on what constitutes "expected standards of performance" in tutoring and by the problems inherent in measuring a tutor's performance¹. These hindrances by no means make the standards redundant but do limit their reach. The standards should be seen as voluntary recommendations more than infallible statements of best practice.

2. Rationale: which private tutors are the Members' Standards for?

- 2.1 The standards are designed to be applied across a wide range of roles, settings, levels of responsibility and contexts. The intended audience for these standards is principally those individuals who deliver private tutoring in one or more of the following contexts:
- 2.1.1 Tutors providing 1-1 private tutoring
 - 2.1.2 Tutors providing group-based private tutoring
 - 2.1.3 Tutors providing online tutoring
- 2.2 The standards are designed to be *entirely voluntary*. They are not in themselves a course of study or qualification. They are rather a suggested framework, devised by The Tutors' Association in conjunction with other stakeholders, by which tutors might reflect on their own professional position and development.
- 2.3 The standards are likely to have an audience beyond individual tutors. They might be used by an individual or organisation for the design of relevant training material for tutors; by tutoring companies to inform the creation of job descriptions, tutor specifications, or review systems; by parents who want to ask tutors about their training; or by an even wider range of people connected to tutoring. Because of this breadth of audience, it is possible that some of the units may not always be relevant. For example, PT03 ("Interaction with parents, guardians, carers or teachers) is likely to apply less to older students or those who have left compulsory education.

3. How are the standards structured?

¹ It was also decided that the Occupational Standards should limit their scope to describing standards of performance. They do not seek to enter into the debate about what defines a private tutor, such as what distinguishes tutoring from coaching or mentoring, important though this distinction may be.

3.1 The Occupational Standards for Private Tutors consist of 4 units:

- 3.2.1 PT01: The practice of tutoring
- 3.2.2 PT02: The tutoring environment
- 3.2.3 PT03: Interaction with parents, guardians, carers or teachers.
- 3.2.4 PT04: Managing self, work relationships and work demands

3.2 Each standard is set out in a uniform way, beginning with an Overview, before listing each standard's Performance Criteria and the Knowledge and Understanding that underpins these criteria.

4. PT01: The practice of tutoring

4.1 Overview

This standard recommends performance criteria, knowledge and understanding relating to the delivery of effective tutoring. It is intended to help tutors develop their own tutoring practice.

4.2 Performance Criteria

- 4.2.1 P1: Tutors demonstrate that they have a secure knowledge and understanding of their subject (or subjects) as outlined in, but not restricted to, national curricula and exam specifications. They are able to demonstrate efforts to deepen their subject knowledge.
- 4.2.2 P2: Tutors demonstrate they are abreast of their subject's (or subjects') relevant skills and practices, especially with respect to the ways in which a subject is examined.
- 4.2.3 P3: Tutors conduct their lessons with appropriate materials.
- 4.2.4 P4: Tutors are able to identify their student's (or students') aspirations and needs, using effective means of questioning and assessment. They agree objectives clearly with their student(s) and/or the student's parents or teachers and keep ongoing records of the progress of each assignment.
- 4.2.5 P5: Tutors provide accurate and constructive feedback on their student's (or students') strengths, weaknesses, attainment, progress and areas for development, including action plans for improvement. They report in a clear and timely manner to all related parties.
- 4.2.6 P6: Tutors are able to adapt their teaching to their student(s), based on the needs reflected in tuition briefs, assessments and other feedback.
- 4.2.7 P7: Tutors are able to reflect on the effectiveness of their own tutoring practice, using feedback from students and parents. They have a plan for their own continuing professional development.
- 4.2.8 P8: Tutors are able to reflect on how their values, beliefs and attitudes might influence their own practice.

5. Knowledge and Understanding

- 5.1 K1: Tutors know where to find relevant subject knowledge.
- 5.2 K2: Tutors know where to source updates on their subject's (or subjects') relevant skills and practices, including updates to syllabuses and the way subjects are examined.
- 5.3 K3: Tutors know where to source appropriate materials, or how to create their own.
- 5.4 Tutors know and understand different methods and purposes of judging progress.
- 5.5 K5: Tutors know and understand a range of different teaching methods, learning theories and approaches to behaviour management. Tutors know and understand strategies to help students become more independent.
- 5.6 K6: Tutors know strategies for reflecting on the effectiveness of their tutoring practice, such as mechanisms for asking for feedback from students and parents, how to evaluate the effectiveness of a learning resource, or where to find opportunities to share knowledge, skills and improvements to practice with others.
- 5.7 Tutors are aware of the ways in which their own values, beliefs and attitudes can affect their own tutoring practice.
- 5.8 K8: Tutors encourage students to ask questions and assess their knowledge, verbally, in written form and through other relevant techniques.

6. PT02: The tutoring environment

6.1 Overview

This standard recommends performance criteria, knowledge and understanding relating to the establishment of an effective tutoring environment. It recommends how a tutor can create a safe, supportive and purposeful learning environment for their student(s).

6.2 Performance Criteria

- 6.2.1 P1: Tutors provide tuition in an environment where students feel safe, secure, confident and valued.
- 6.2.2 Tutors establish a clear framework for discipline during tutoring sessions to manage students' behaviour constructively, promoting the student's conduct and independence.
- 6.2.3 Tutors arrive at the tutoring environment on time.

6.3 Knowledge and Understanding

- 6.3.1 K1: Tutors know how to create and manage a safe and effective environment for their students. They understand that this environment may differ for individual students and may require working with parents or teachers to achieve such an environment. Tutors can demonstrate their understanding of each student's specific needs in respect to establishing the most suitable environment.

- 6.3.2 K2: Tutors are aware of their responsibilities under the most recent child protection provisions, and current legislation, national policies and guidance on the safeguarding and promotion of the well-being of children and young people.
- 6.3.3 K3: Tutors know the legal and organisational requirements relating to the storage, retrieval and interpretation of data, information and records.
- 6.3.4 K4: Tutors know how to use appropriate, accessible language and dialogue in order to maintain a suitable learning environment.
- 6.3.5 K5: Tutors are aware of factors that might undermine the tutoring environment, such as making/receiving calls or text messages, or using electronic devices other than for educational purposes, during lessons.

7. PT03: Interaction with stakeholders

7.1 Overview

This standard recommends performance criteria, knowledge and understanding relating to how tutors inform their students' parents, guardians, carers, teachers and other stakeholders about the progress being made in a tutorial or course of tutorials. It recommends how tutors might communicate with these stakeholders to set, review, adapt and improve the plan for each tutorial or course of tutorials.

7.2 Performance Criteria

- 7.2.1 P1: Tutors confirm the aspirations of the parents, guardians, carers or teachers at the outset of the tutorial or course of tutorials.
- 7.2.2 P2: Tutors are able to demonstrate to parents, guardians, carers or teachers that they use valid methods of assessment.
- 7.2.3 P3: Tutors ensure that parents, guardians, carers or teachers understand the purpose, requirements and processes of the chosen assessment method.
- 7.2.4 P4: Tutors provide parents, guardians, carers or teachers with clear and constructive feedback at mutually agreed intervals.

8. Knowledge and Understanding

- 8.1 K1: Tutors know and understand the key factors to consider when setting and agreeing goals with students' parents, guardians or carers.
- 8.2 K2: Tutors know and understand different methods and purposes of assessment and be able to explain them to others.
- 8.3 K3: Tutors understand the different means and media through which to provide feedback.
- 8.4 K4: Tutors know a range of different tools for planning and demonstrating planning, such as "Individual Learning Plans", Schemes of Work or otherwise.

9. PT04: Managing self, work relationships and work demands

9.1 Overview

This standard recommends performance criteria, knowledge and understanding relating to how tutors manage themselves in a complex series of inter-dependent relationships. It recommends how tutors might look after their own wellbeing and understand the importance of developing and maintaining professional working relationships.

9.2 Performance Criteria

- 9.2.1 P1: Tutors are able to identify and manage conflicting demands and are able to maintain their own personal wellbeing.
- 9.2.2 P2: Tutors respect and adhere to the legal requirements and professional standards of any third party that has introduced them to the student or manages their relationship with the student.
- 9.2.3 P3: Tutors adhere to the relevant ethical principles, standards and codes of professional practice of their own organisation and relevant professional organisations (such as The Tutors' Association).
- 9.2.4 P4: Tutors communicate with colleagues and other stakeholders, while respecting confidentiality, to share any issues, changes and practical arrangements.

10. Knowledge and Understanding

- 10.1 K1: Tutors know strategies for managing conflict, and for maintaining their own wellbeing.
- 10.2 K2: Tutors read and understand the practical and legal requirements of any third party that has introduced them to the student or manages their relationship with the student.
- 10.3 K3: Tutors know where to find the relevant ethical principles, standards and codes of professional practice of their own organisation and relevant professional organisations.
- 10.4 K4: Tutors understand strategies for developing professional working relationships.

BR 302 CHILD PROTECTION GUIDANCE

1. Introduction

Members of The Tutors' Association (TTA) will ensure that their pupils are given tuition in a congenial and safe environment. Each member has a moral and legal obligation to ensure that, when given responsibility for young people, they are treated with the highest possible standard of care. A child/young person is defined as a person under the age of 18 (The Children's Act 1989 and 2004, and the Children & Young Persons' Act 2008).

2. Policy Statement

Members of the TTA are committed to ensuring that:

- a) the welfare of the child is paramount;

- b) all children, whatever their age, culture, ability, gender, language, racial origin, religious belief and/or sexual identity are able to receive the benefit of tutoring in a safe environment;
- c) all reasonable steps are taken to protect children from harm, discrimination and
- d) demeaning treatment and to respect their rights, wishes and feelings;
- e) all suspicions and allegations of poor practice or abuse will be taken seriously and responded to swiftly and appropriately;
- f) all members who work with children should seek guidance and/or training in good practice and child protection procedures; they work in partnership with parents and children – which is essential for the protection of children.
- g) they provide a caring, positive, safe and stimulating environment in which students can learn and which promotes the wellbeing of the children being taught.

3. TTA ROLE

The TTA offers guidelines and will give advice on how to deal with a Child Protection incident or concern, but members of TTA do not act as a DCPO or LADO. Any tutor working for an agency/company who requires help and support on a Child Protection issue should in the first instance report the incident to their agency/company, which in turn should refer the case to the LADO or DCPO. A self-employed tutor who is not attached to any agency/company should always refer any Child Protection concerns directly to the LADO in their local council.

4. Monitor and review the policy and procedures

This policy shall be reviewed every 3 years or whenever there is a major change in the organisation or when there is relevant legislation. Each review should be dated.

5. SAFER RECRUITMENT POLICY - GUIDANCE FOR TUTORING COMPANIES

- a) Tutoring companies which act as agents or employers of tutors should adhere to a recruitment policy written in accordance with the Safer Recruitment guidelines as published by the government, to ensure that all tutors are qualified and suitable as far as can be reasonably ascertained.
- b) Appropriate checks (enhanced DBS Disclosures) must be carried out or requested on all potential tutors and office staff, and references taken up and verified by all tutoring companies/agencies, unless these organisations operate solely online as notice boards or online directories. In this case, the website must make it clear that these checks are not done and that they are the responsibility of parents/ guardians.
- c) When interviewed, tutors should be asked to account for any gaps in employment history.
- d) It is advisable for tutoring companies to have their own bespoke Child Protection Policy and should ideally appoint a Child Protection Officer who would complete a “Leading on Child Protection Course” in order to deal with disclosures/allegations. These can be completed online via: www.childprotectioncompany.com

6. TTA APPLICANT VETTING

The TTA registered tutors are required to have a DBS less than three years old. TTA offer a service whereby the tutor can apply for a disclosure through Capita Recruitment Vetting Service. Initially, the TTA cross reference ID and proof of address documents which accompany applications. Tutors must ensure that all copies of these documents have been certified by the Post Office. The TTA then submits the documents to Capita who complete the DBS application through the Disclosure & Barring Service itself. Tutors can also apply for enhanced disclosures through many other agencies/companies.

7. SAFEGUARDING COMPLIANCE FOR COMPANIES

- a) Tutors should provide Photo Id when interviewed. A photocopy should be taken and retained and stored safely.
- b) All information on tutors should be stored on a Single Central Record (SCR). This should include address and contact details, Photo ID, DBS check, and details of references sought and sight of degree certificates/other qualifications. The TTA currently holds up-to-date Data Protection cover.
- c) All tutors should hold an up-to-date Enhanced DBS Disclosure. A Disclosure is only valid for three years, after which a tutor should be re-checked, unless they have bought into the **DBS Up-Date** scheme.
- d) Dates of issue and numbers for DBS Disclosures should also be kept on the SCR.
- e) Tutors should read the TTA Child Protection Guidance document, and if working for a Tutoring company, sign up to and adhere to their policy.
- f) Online Tutoring Companies should hold a Code of Conduct which should include a clause on cyber-bullying.
- g) All office staff who come into contact with children should be DBS checked.
- h) If a parent is not able to be present, then there should always be another adult in the home when a child is being tutored, for the "protection" of the tutor as well as the child.

8. GUIDANCE FOR FREELANCE TUTORS WORKING DIRECTLY WITH PARENTS

- a) Freelance tutors who find their own clients and do not operate through agencies/companies must apply for an enhanced Disclosure (DBS) through the TTA or an umbrella body, unless they already have one through another organisation.
- b) It is illegal for a teacher/tutor to enter into a sexual relationship with a student, even if the student is over the age of consent (i.e. over 16). Tutors, like schoolteachers, are operating in a similar position of trust and thus must also abide by this law.

9. ALLEGATIONS

- a) Allegations against a tutor who may have behaved in a way that has or may have harmed a child, or committed a criminal offence either against or related to a child, or behaved towards a child in a way that suggests he or she is unsuitable to work with children, should be reported immediately to the LADO (Local Authority Designated Officer) or DCPO (Designated

Child Protection Officer) in the local authority where the incident is alleged to have taken place.

- b) Advice on how to deal with an allegation can be sought from the LA Education Welfare Service or Child Protection Unit.

10. CHILD PROTECTION INCIDENTS

10.1 A Child Protection incident usually includes some of the following scenarios, but this list is not intended to be a formal and all-inclusive definition. A typical CP incident is when:

10.1.1 a tutor receives some information about a child or young person either from the child directly or from another source, which could potentially cause serious harm to the child, either physically or psychologically.

10.1.2 a tutor observes a situation (e.g. risk in a child's environment which could potentially cause serious physical or psychological harm).

10.1.3 a company/agency and/or parent receives information about a tutor either from the child directly or from another source, that could potentially cause serious harm to the child, either physically or psychologically.

11. RECORD A CHILD PROTECTION INCIDENT

11.1 All Child Protection incidents must be recorded. It is essential to:

11.1.1 Speak individually with all parties concerned

11.1.2 Write a record of all conversations

11.1.3 Write up all telephone conversations with a written report to send to LADO/ Child Protection Unit (at the local authority where the incident took place) who will deal with the allegation.

11.2 All allegations should be dealt with expeditiously, thoroughly, fairly and with common sense and professional judgement. Any investigation should be carried out as quickly as possible and a decision reached as to whether the allegation is borne out or not supported.

Dependent on this the outcome of the investigation could have one of three outcomes: a) unsubstantiated, b) substantiated in part or in whole but can be dealt with by disciplinary procedures. C) substantiated and requiring formal referral in the first instance to the LADO (Local Authority Designated Officer) or DCPO (Designated Child Protection Officer.)

BR 303 Code of professional practice

Code of professional practice for organisational and Individual members

Subscription to the TTA Code of professional practice for organisational and individual members is a requirement of membership. According to the membership criteria set by the Association, a copy of this code must be displayed at members' primary place of business or be made available to clients of for individual tutors on request. Its articles are intended to be binding; breach of any single article may be held as sufficient grounds for lodging of a complaint, and potentially for action by the Disciplinary committee (see Complaints procedure).

Organisational and Individual members:

1. Shall conduct their business at all times in such a way as to bring credit to the tutoring profession and to the Association.
2. Shall take no action that deliberately injures the business, reputation, or interest of fellow member organisations, other than activities accepted as normal competitive business practice.
3. Shall, at all times, act honestly in their professional dealings with clients (actual and potential), tutors and employees.
4. Shall provide their tutors, with an appropriate and fair contract in respect of the assignment(s) they are about to undertake.
5. Shall ensure that they or their tutors are suitably qualified for the assignment allocated to them.
6. Shall ensure that where the tutor is tutoring children that the tutor holds a current DBS certificate. Current is defined as not more than three years old.
7. Shall when collecting monies on behalf of self-employed tutors acknowledges that the member is required to use all endeavours to collect funds from the client promptly and accepts that it has a duty of care to protect the tutor from delay or shortfall in payment. Organisational Members must pay a tutor on time even in the absence or delay in payment from a client and should consider suspending tuition if there is any unreasonable delay by a client in paying an account by its due date. An Organisational Member is entitled, however, to take into account any issue raised by a client over the quality of the tuition provided by the tutor in exercising that discretion.
8. Shall ensure that there are proper and appropriate feedback procedures between the client, tutor and the organisation.
9. Shall protect their tutors from any client behaviour deemed unreasonable or simply malicious.
10. Shall not, knowingly or recklessly, disseminate any false or misleading information, either on their behalf or on behalf of anyone else.
11. Shall keep up to date with developments in tutoring pedagogy and practice, curriculum and qualifications in order that they might diligently support the professional practice of tutoring.
12. Shall respect the confidentiality of all business information which comes into their possession, except from those persons entitled to receive it and unless it is illegal to do so.

13. Shall promote and seek business in a professional and ethical manner, being careful to avoid creating any unhealthy dependencies by suggesting a need for tutoring where no such need exists; accurately informing prospective clients as to the level of qualification and experience of tutors assigned them, and their location; and giving them a clear understanding of the workings of any assessment tools used.
14. Shall not claim the Association's endorsement in connection with any activity unless it has its prior written approval to do so.
15. Shall have regard for, and comply with, all the relevant laws of the country in which they are operating.
16. Shall observe this Code as it may be expanded and annotated and published from time to time and brought to their attention in TTA communications by the Ethics Committee.
17. Shall be subject to the complaints procedure and the authority of the Association's disciplinary committee.

BR 304 Code of Ethics for Tutors

It is a requirement of membership for individual tutors that they adhere to the TTA Code of ethics for individual tutors.

Organisational members also have a responsibility to promote regard for the 'TTA Code of ethics for tutors' among the tutors with whom they work. According to the criteria set out above, this code (in addition to the 'TTA Code of professional practice for organisational members' set out above) must be displayed at organisational members' primary place of business and communicated to clients. Organisational members are responsible for monitoring whether tutors with whom they work honour the code.

1. I understand that my role as a tutor is to encourage and enable pupils to achieve their unique potential as independent learners through acknowledgement, encouragement, understanding, and personalised attention, whether in a one-to-one or group tutoring environment.
2. I will be careful to avoid creating any unhealthy dependencies by suggesting a need for tutoring where no such need exists; reporting in a manner that explicitly or implicitly suggests a need for further on-going tutoring; engaging in any practice that undermines the independent learning of pupils.
3. I will not engage in any form of plagiarism, such as completing pupils' homework assignments for them.
4. I will demonstrate faith in my pupils' learning ability and provide honest, positive and constructive feedback in a manner that will be beneficial to their overall learning.
5. I understand the need to be flexible in my approach to tutoring and commit to assist my pupils in discovering effective learning strategies that will help them develop the skills they need to achieve the right educational outcomes.

6. I undertake to keep up to date with advances in subject knowledge and pedagogy.
7. I undertake to comply with the Associations Child Protection Policy.
8. I am committed to identifying any particular challenges or difficulties my pupils might have with their learning and to assisting them in overcoming those barriers.
9. I will share with my client any concerns I have about any social, emotional and behavioural difficulties which my pupils are experiencing that are beyond my competency to address.
10. I will refer back to my client in respect of any pupil I consider to have special educational needs that are beyond my professional experience or ability to resolve, in order that he/she may take steps to securing for them the right kind of specialist help.
11. Any referrals I make will come with full disclosure of any personal or material interest.
12. I understand that my relationship to my pupils is professional and not personal and that I have a duty of care towards them.
13. I will keep information about the pupil whom I am assigned confidential, unless doing so would be to result in injury or harm being done to them.
14. I will respect my pupils' personal dignity at all times, avoiding, for example, making remarks about my pupils' personal appearance or clothing.
15. I will show respect for my pupils' cultural background and values.
16. I will maintain accurate records of tutoring sessions as expected and required.
17. In situations where I am working for a tutoring company, I will respect the terms and conditions of my contract, and in particular, will not seek to provide any educational services for any of the company's clients independently of the company.

BR 401 Complaints and Disciplinary Procedure

1. A 'Disciplinary Committee' shall be constituted to consider complaints lodged by any person against a member or members.
2. The Disciplinary Committee shall be comprised of 7 members appointed by the Board. Two of these shall be 'lay members', being persons of good repute and standing who are not themselves members of the Association.
3. The Chairman of the Disciplinary Committee shall be a barrister or solicitor in practice for not less than 10 years.
4. The quorum shall be three, of whom the Chairman shall be one.
5. The Disciplinary Committee shall act by a majority of the members present, and in the case of an equality of votes the Chairman shall have a casting vote.
6. The Secretary shall be appointed by the Trustees and shall as far as possible be independent of the officers of the Association responsible for presenting of complaints to the Disciplinary Committee.
7. Complaints may be lodged by any person, and must be submitted in writing, under confidential cover, and addressed to the Secretary. The name and address of the person making the complaint shall be given, as shall the name and address of the member which is the subject of the complaint. The complaint shall also set out the nature and circumstances of the complaint and state the relationship between the complainant and the member.
8. The Secretary shall forward a full copy of the complaint as soon as is reasonably practicable to the Director of the member or member concerned and invite them, if they wish to do so, to explain or answer the complaint made against them or there by written submissions drafted by himself or a representative.
9. The Secretary shall then forward the complaint, together with any answer given by the member or member concerned, to the Chairman of the Disciplinary Committee, who may then;
 - (a) request further information from the complainant if the case against the member is not sufficiently clear; or
 - (b) stay (or stay on terms) the complaint if in his opinion the primary purpose of the complaint is to gain political advantage over the member or member rather than genuinely to initiate proceedings because a breach of the code may have occurred.
10. Any statement of fact contained in any complaint must be substantiated by a signed, written statement, from a responsible person, in support of its claim.
11. The Chairman may also direct the member concerned to submit in writing any answer or explanation they may wish to offer.

12. The Chairman shall then deal with the matter as follows.
 - A. He/she may recommend to the Disciplinary Committee that the case be quashed if;
 - (i) the case is not within its jurisdiction;
 - (ii) the complaint is of a frivolous or trivial nature;
 - (iii) owing to passage of time, or other circumstance, the complaint may be disregarded.
 - B. He/she may decide to dispose of the matter without recourse to a disciplinary inquiry involving the Committee, in which case the Secretary may be directed to:
 - (i) send all the particulars of the case to the member in question, informing him of the Chairman's intention to recommend to the Committee that a written reprimand and caution be issued; and to
 - (ii) invite the member to accept this form of disposal without the need for a disciplinary inquiry.
13. If the member does not accept disposal by way of written reprimand, or if the Disciplinary Committee do not accept the Chairman's recommendation in this regard, then the Committee shall direct the Secretary to make arrangements for an Inquiry.
14. In the event that, in the opinion of the Disciplinary Committee, the complaint
 - (i) is primarily one that if proven would confer substantial financial or reputational advantage on the complainant;
 - (ii) has been brought to avoid incurring legal costs in proceedings against the member;
 - (iii) is not of the type that it is in the interest of the Association alone to incur costs prosecuting, then it may request that the Secretary to obtain written confirmation from the complainant that costs of those future proceedings will be met in part or in full as the Committee sees fit.
15. If information is obtained at any time following the decision to conduct an Inquiry that might have justified the Disciplinary Committee not instigating the Inquiry in the first instance, it may direct that it shall not proceed further.
16. In the event of an Inquiry being instigated by the Disciplinary Committee, the Secretary shall give notice to the member affected, and instruct a person, who may be a solicitor, to investigate and to present (or brief counsel to present in appropriate cases) the case to the Disciplinary Committee at the Inquiry.
17. Not less than 28 days before the day appointed for holding the Inquiry, the Secretary shall send to the person affected a notice outlining the matters into which the Inquiry will be held, and stating the day, hour and place appointed.
18. The notice referred to in 17 (above), shall be accompanied by a copy of this Complaints procedure.
19. Any notice sent shall be sent by registered letter or recorded delivery letter addressed to the Director of the member at its primary place of business, as recorded on the TTA database.

20. The Chairman may at any time postpone the opening of the Inquiry and direct the Secretary to give any necessary notices to the member concerned including the complainant.
21. The Inquiry shall normally be held in private unless, upon the application of either of the parties affected, the Disciplinary Committee determine that in the interest of justice or for some other compelling reason the hearing should be held in public.
22. The member affected and the person or complainant presenting the case to the Disciplinary Committee may be represented by a solicitor or counsel.
23. If the person entrusted with the task of presenting the case against the member affected considers that the Disciplinary Committee's deliberations will be assisted by expert evidence, then that evidence shall be submitted to the member affected in written form not less than 28 days from the date upon which the hearing before the Disciplinary Committee is to take place; and to arrange, if so requested by the member affected, for the attendance of those experts at the hearing before the Disciplinary Committee for them to give evidence.
24. If a representative of the member affected does not appear, the Disciplinary Committee may proceed with the Inquiry in his absence or may adjourn it as it sees fit.
25. The order of proceedings shall be as follows:
 - 25.1 Statement of the case against the member affected and the production of evidence in support of it;
 - 25.2 Statement of the case of the member affected and the production of evidence in support of his case;
 - 25.3 Reply to the case of the member affected (provided that, except by leave of the Disciplinary Committee, a reply shall not be allowed where the member affected has produced no evidence other than his own, and no issue of law arises);
 - 25.4 A closing statement of the case of the member affected.
 - 25.5 Evidence may be received by the Disciplinary Committee by oral statement, written and signed statement, or statutory declaration. A witness shall first be examined by the person producing him, then cross-examined and then re-examined. The Disciplinary Committee shall disregard oral evidence given by any person who refuses to submit to cross-examination. The Disciplinary Committee may, in their discretion, decline to admit the written statement or declaration of a person who is not present, and shall disregard it if, being present, he refuses to submit to cross-examination.
 - 25.6 Members of the Disciplinary Committee may put through the Chairman, on his invitation, such questions as they think desirable.

- 25.7 The Disciplinary Committee may at any stage of the proceedings adjourn the Inquiry to a subsequent meeting of the Disciplinary Committee. The day, hour and place for such meeting shall be appointed at the time of the adjournment, or by the Secretary not less than 21 days before the day appointed, and in the manner specified above.
- 25.8 Subject to these Regulations the procedure at the hearing should be determined by the Disciplinary Committee.
26. On the conclusion of the hearing the Disciplinary Committee shall deliberate in private and shall decide:
- 26.1 Whether the misconduct alleged in the complaint is proved;
- 26.2 If so, whether such misconduct is such as to render the member affected with regard to whom it is proved unfit to be on the register of members of the Association;
- 26.3 If so, the Disciplinary Committee may direct that:
- 26.3.1 No further action is to be taken against the member; or
- 26.3.2 The member is to be reprimanded; or
- 26.3.3 The member's membership shall be continued but only subject to such conditions as the Disciplinary Committee think fit; or
- 26.3.4 The member shall be suspended upon such conditions as the Disciplinary Committee think fit;
- 26.3.5 The member shall be expelled, and his name removed from the register of members of the Association; provided that the Disciplinary Committee may postpone its decision or any part of it, either generally or on such terms as it may approve.
27. The Disciplinary Committee shall notify the member and the complainant of their determination as soon as is reasonably practicable in writing.
28. Decisions of the Disciplinary Committee may be published. The extent of the publication will be at the discretion of the Chairman of the Association, in consultation with the Chairman of the Disciplinary Committee.
29. Applications for Relief may be lodged by any member who, by direction of the Disciplinary Committee, has been expelled or suspended or had its membership continued only subject to conditions may apply in writing to the Secretary for the restoration of its name to the register or for the revocation of conditions imposed or for a variation of a condition imposed as the case may be.
30. Any such application shall be made in writing to the Secretary stating the grounds on which it is made and signed by the Director of the applicant.

31. No application for restoration of a name to the register shall be entertained by the Disciplinary Committee unless supported by at least two members currently upon the register of the Association.
32. The Disciplinary Committee shall afford a representative of the applicant if requested an opportunity of appearing before them in person or by a solicitor or counsel and of adducing evidence orally or in writing. The Disciplinary Committee shall consider the application in private unless it considers that in the interest of justice or for some other compelling reason the application should be considered in public.
33. The procedure of the Disciplinary Committee in connection with the application shall be such as they may determine.
34. The Committee may if they think fit adjourn consideration of the application from one meeting to another.
35. The Secretary shall communicate to the applicant and to the objector, if any, the decision of the Committee and to the Secretary of the Association.

BR 501 Membership

Grades of membership

1. **Member:** This is for individuals to apply for who are already engaged in the tutoring profession or and intending to commence who meet the membership criteria below.
2. **Fellow:** For Members who have made an outstanding contribution to the profession and who ordinarily would have been working in the profession for over 20 years. This grade is also for Members who have served the Association as an officer or board or committee member and for those who have written academic papers or conducted original research in or on the profession.
3. **Corporate**
 - **Franchisee or Subsidiary:** This grade is for a Franchisee or Subsidiary of a company that is already a member and hold one of the memberships below.
 - **Start Up:** For Tutoring Companies, Study Centres, and Agencies who have just formed or started in business. Members admitted to this grade may only stay in it for a maximum period of two years. One individual membership is included in this grade.
 - **Principal:** For medium sized Tutoring Companies, Study Centres, and Agencies. Two individual memberships are included in this grade.
 - **Principal Plus:** For large Tutoring Companies, Study Centres, and Agencies. Five individual memberships are included in this grade.
4. **Affiliate:** For companies and organisations that supply the profession with goods and services. This is a non-voting grade.

Membership Criteria

5. Membership is designed for Individual tutors, including both freelancers and those who work for companies, and Tutoring Companies, Study Centres, and Agencies in the UK or abroad.
6. International Members are welcome. Members not based in the UK agree that any complaint made against them will be dealt with in the UK under English Law.

Membership Requirements

DBS Check

7. Individuals working with children and/or vulnerable adults must have a current DBS check. Our recommendation is that they would have or apply for an Enhanced certificate and that it is less than one year old. TTA is able to process checks on behalf of members who do not currently have one (processing fee is additional to the membership rate). The process has to be initiated by the member straight after membership approval.

Code of Professional Practice, Ethics and Child Protection

8. Subscription to the Association's Code of professional practice for organisational and individual members and the Code of Ethics for Individual Tutors is a requirement of membership. Corporate members are responsible for monitoring whether tutors with whom they work honour these codes.

9. TTA registered tutors are required to have a DBS certificate less than three years old. They should adhere to the Association's Child Protection Guidance and if working for a Tutoring company, sign up to and adhere to their policy.
10. Online Tutoring Companies Subscription to the Association's Code of professional practice for online organisational and individual members and the Code of Ethics for Individual Tutors is a requirement of membership. Corporate members are responsible for monitoring whether tutors with whom they work honour these codes. They should also hold a Code of Conduct which should include a clause on cyber-bullying.

References

11. All members are required to produce two suitable references, both of character and work experience and skills. These can be from past employers or comments from past or current clients.
12. References must be submitted within three months of joining.

BR 502 Contractual Rules of membership

1. These rules summarise the pertinent sections of the TTA's Constitution and are in addition to the TTA's Constitution, By-Laws and Board Regulations, (collectively known as the 'Constitution').
2. Membership of the Association is open to individuals, companies and organisations.
3. Members agree to pay an annual subscription fee for every year of membership at the Association. Annual subscriptions can be paid in advance and membership may be terminated if a Member fails to pay their fees, subject to the Board's discretion.
4. Membership is not transferable and non-refundable.

Resignation and Subscriptions

5. A Member can resign at the time in writing or my email to the Secretary of the Association on the anniversary of their membership or at any time. Any unexpired amount of their subscription is not refundable. This is because services and benefits to members are paid for on an annual basis.
6. Membership is annual and where a member is paying their subscription by monthly direct debit it is a condition of their being accepted into membership that they undertake to maintain the direct debit in favour of the Association for 12 months.
7. Upon resignation where a member is paying by monthly direct debit any outstanding subscription shall become immediately due.
8. A member who continues to use and display the Association's branding in its marketing material and/or on their website and/or holds themselves out to be members of the Association having not paid the subscription due for the year in question shall be contractually liable for the outstanding subscription irrespective of any post discovery resignation.

Bound by the Constitution

9. Members agree to be bound by the Constitution, all rules and regulations made under it and adhere to the codes of professional conduct and ethics. Members are expected to conduct themselves in a professional manner and to treat others with courtesy.
10. Members who breach the Rules of the Association, or who have a conviction, have been disqualified or have an undischarged bankruptcy may have their membership revoked in line with the Constitutional requirements and regulations.
11. Members undertake to inform the Association Secretary without delay if they become subject to conviction, bankruptcy or disqualification. Where there is evidence that this has occurred, this will be investigated in line with the Association procedures.

Benefits

12. All members shall be entitled use and receive all the membership benefits provide by and through the Association whilst still in membership.

Corporate Governance and Meetings

13. Each member is encouraged to participate in the governance of the Association. The Board of the Association is drawn from the membership and determined by annual elections.
14. Members are also encouraged to participate in panels, committees and special interest groups.
15. Association Members have the right to attend and vote at the Annual General Meeting (AGM).
16. Members will be notified of the AGM and matters to be discussed in advance.

Privacy Policy and Data Protection

17. Information about Members is kept strictly confidential in accordance with the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).
18. The TTA's Privacy Policy is accessible from the TTA Membership Department or online at: www.thetutorsassociation.org.uk/privacy.
19. On becoming a member each member agrees that the personal data supplied to the Association will be retained for the purposes of administering communication with the member and the membership system.
20. The Association will produce a Searchable Public Directory of Tutors and Tutoring Companies and each member is responsible for indicating the amount of information that is displayed on the public directory and understand it is controlled in its totality by them.
21. Each member will be provided with a members' login so that they can update their own personal details, select their preferences and determine what is displayed in the directory.

Communications

22. Each member is required to keep their contact details up to date so as to enable the Association to send them important information about membership matters, invoices and receipts and constitutional notifications. The prime information is a current email address, postal address and telephone number.

Promoting the Association

23. Each member is expected promote membership of the Association and where appropriate provide a hyperlink from their websites to the Association's.
24. In addition, each member is expected to include membership on any external profile such as LinkedIn and Twitter, support the Associations events, panes and conferences.

Use if the Association's Brand

25. The TTA logo is a registered Trade Mark and Members may not use it in any document or publication, including the Internet, without the written authorisation of the Chief Executive, Association Secretary or the Membership Department. Such authorisation will only be given in to those members who have signed the codes of practice and ethics and comply with the Association's bye-laws.

Rule Amendments

26. From time to time these rules may be revoked, altered or added to by the TTA. The TTA will update the Rules on the website and highlight the changes in regular email communication. Any dispute relating to these Rules will be determined by the Chief Executive, the Association Secretary or the Managing Department.
27. Copies of the Constitution, Rules and Standards are available online: <http://thetutorsassociation.org.uk/constitution> or by contacting the Membership Department on: 01628 306108 option 1.

BR 503 Corporate Affiliates

1. This grade of membership is for those individuals, companies and organisations who supply the profession with goods and services.
2. Tutors, Tutoring Companies, Study Centres, and Agencies and those engaged in tutoring or its commissioning and/or provision are prohibited from applying for this grade of membership.
3. Affiliates and their goods and services will be promoted to the membership by the Association.

BR 504 Membership Benefits

The Membership benefits are currently as follows:

1. Status and Recognition
2. Being a member of your professional body for the tutoring Profession recognised by the government
3. Use of the Association's branding and imprimatur in your marketing material and web site
4. Designatory letters **MTA** after your name to signify membership
5. Membership certificate with embossed seal
6. Membership card
7. Signed up to a recognised code of professional practice and ethics.
8. Inclusion on the Association's National Register of Tutors and Tutoring Companies

9. Access to:
 - a) The free legal helpline
 - b) The Accounting Service
 - c) £1m PI indemnity cover from £50 a year
 - d) 20% discount on the education supplies from Hodder, Galore Park and Oxford University Press through their Bond Brand
 - e) Access to our DBS services.
10. Invitations to free member conferences and events
11. Reduced delegate rate to the national conference normally held in October or November each year.
12. 1 to 5 individual membership(s) are included in the corporate packages who will be the voting members on behalf of the Corporate Member
13. Free specimen client and tutor contracts
14. Your subscription is also tax deductible and has been approved by HMRC under section 344 if the Income Tax (Earnings and Pensions) Act 2003
15. CPD events

16. Tutors attached to member companies and franchisees can join individually at a reduced rate
17. The opportunity to stand for election to the board
18. The opportunity to participate in the Association's special interest groups and panels

BR 505 Member led events

The Association encourages members to create and lead their own events under the Association's Branding and work with the Association's staff. The Board shall agree the events and provide a budget if necessary.

Companies Act 2006

MEMORANDUM OF ASSOCIATION FOR A COMPANY NOT HAVING A SHARE CAPITAL

THE TUTORS' ASSOCIATION

1. The name of the Company is "The Tutors' Association"
2. The registered office of the Company is in England.
3. The objects for which the Company is established are: -
 - 1) To promote best practice in Tutoring for the benefit of members, students and the public and to advance and disseminate knowledge to members belonging to the profession and to those who are subsidiary to it.
 - 2) To commission, promote and expand the horizon of knowledge and research in tutoring and to maintain and improve standards of conduct and competence within the profession.
 - 3) To develop a membership body of individuals and corporate members whose interests are in tutoring and tutoring management.
 - 4) To develop codes of conduct, practice and ethics for the profession to operate under.
 - 5) To provide means of assessing knowledge, skill and experience of the principles and practice of tutoring and to organise educational and certification programs, courses and examinations in tutoring and other appropriate topics and, subject to any law, to award certificates, charters, degrees, diplomas and prizes as appropriate to successful examinees who pass such assessments and tests in such manner as the Board of Directors may determine from time to time.
 - 6) To assist students, including executives, in securing professional qualifications, designations and credentials and status, to secure professional recognition, relationships, exchange of knowledge and experience, with other professions, other occupations and the industry generally in the fields of tutoring and allied areas, research, technology and knowledge transfer, consultancy and related activities.
 - 7) To establish such consultative committees of the Company as the board shall determine for the benefit of members and to develop the tutoring profession
 - 8) To promote and facilitate the dissemination and exchange of information on matters of professional interest among students and members and others by holding conferences, workshops, seminars, by publications, by electronic or other means, of periodicals, books, monographs or papers and by the promotion, compilation and publication of research studies.

- 9) To acquire by, purchase, lease, concessions, grants, licences or otherwise such businesses options, rights, privileges, lands, buildings, leases, under-leases, and other property rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease sell or dispose of the same; and to vary any of the investments of the Company, construct, reconstruct, alter, improve, decorate, furnish, and maintain offices, houses, flats, apartments, service suites, hotels, shops, factories, warehouses, buildings, garages, works and conveniences of all kinds, to consolidate or connect or subdivide properties and to lease or otherwise dispose of the same, and to advance money to enter into contracts with builders, tenants and others and generally to finance building operations of every description; and to manage any land, woodland, agricultural land, farms and farming, estate management, buildings or other property as aforesaid, whether belonging to the Company or not, and to collect rents and income.
- 10) To carry on any other trade or business or e-business, whatever, which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- 11) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind or in respect of any property.
- 12) To apply for, register, purchase, or by other means acquire and project, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trademarks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- 13) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 14) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 15) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 16) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the

foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

- 17) 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 Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 18) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 19) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 20) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 21) 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.
- 22) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company 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 desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 23) 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 Company, or of undertaking any business or operations which may appear likely to assist or benefit the

Company or to enhance the value of any property or business of the Company, 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.

- 24) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 25) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 26) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- 27) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- 28) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- 29) To support and subscribe such sums, as shall be determined by the Board to; any charitable or public objective, the Board shall determine, or any institution, society, or club; all the foregoing which may or may not be for the benefit of the Company or its Directors or employees or may or may not be connected with any town or place where the Company carries on business.
- 30) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons.
- 31) To make payments towards general insurances, medical health insurance and such other insurances as may be determined from time to time; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- 32) To procure the Company to be registered or recognised in any part of the world.
- 33) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 34) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that: -

a) None of the objects set forth in any sub-clause of the Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

b) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

c) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

d) In this Clause the expression "the Act" means the Companies Act 2006, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force. We, the subscribers to this Memorandum of Association, wish to be formed into a Company under the Companies Act 2006 and agrees to become a member of the company

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION OF

THE TUTORS' ASSOCIATION

A COMPANY LIMITED BY GUARANTEE
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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1 In the articles, unless the context requires otherwise

- (a) “Articles” means the company’s articles of Association;
- (b) “Association President and Vice President” has the meaning in article 8;
- (c) “Bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (d) “Board Regulations” means the regulations for the management of the Association created by the board of directors from time to time;
- (e) “Chairman” has the meaning given in article 16;
- (f) “Chairman of the meeting” has the meaning given in article 29;
- (g) “Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
- (h) “Director” means a director of the company, and includes any person occupying the position of director, by whatever name called;
- (i) “Document” includes, unless otherwise specified, any document sent or supplied in electronic form;
- (j) “Electronic form” has the meaning given in section 1168 of the Companies Act 2006;
- (k) “Executive Directors” means a director of the company who undertakes executive activities as authorised by the board;
- (l) “Member” has the meaning given in section 112 of the Companies Act 2006 and in articles;
- (m) “Individual Members” are all Members having the membership grade of Associate or Member or Fellow;
- (n) “Ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;
- (o) “Participate”, in relation to a directors’ meeting, has the meaning given in article 10;
- (p) “Proxy notice” has the meaning given in article 35;

- (q) “Special resolution” has the meaning given in section 283 of the Companies Act 2006;

- (r) "Subsidiary" has the meaning given in section 1159 of the Companies Act 2006;
- (s) "The Membership" has the meaning of all those in Membership both individual and Corporate.
- (t) "Writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

2. Members

- 2.1 There shall be four grades of membership of the company; Associate, Member; Fellow and Corporate Member. The voting system for the Association shall be one member one vote so that each of these members in this article shall be entitled to exercise one vote each in all general meetings, elections and matters pertaining to membership as determined by the board here shall be four grades of membership of the company; Associate, Member; Fellow and Corporate Member.
- 2.2 The board shall determine the entry criteria, rights and benefits for each grade of membership in board regulations.
- 2.3 Only members of the board shall be members of the company as defined by s112 of the Companies Act 2006.

3. Liability of members

- 3.1 The liability of each member defined in article 2.3 above is limited.
- 3.2 Every member of the company undertakes to contribute to the assets of the company in the event of the same being wound up while he is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1 (one pound).
- 3.3 If upon the winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company, but shall be given or transferred to some other institution or institutions having similar objects to that of the company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the School at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable other similar object.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

5. Members' reserve power

5.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6. Directors may delegate

6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles;

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories;
- (e) and on such terms and conditions as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part or alter its terms and conditions.

6.4 The directors may appoint a person as an Alternate Director to deputise for any director who is unable to attend board meetings. The person so appointed shall have the same responsibility, authority and liability as the other directors.

7. The Composition and Election of the Board

All matters relating to the composition of the board and the election procedures will be detailed with within board regulations.

8. Election of Officers

The board shall elect from its own number such officers of the Association as it sees fit

9. Election Process

The Secretary of the Association shall chair the board for the purposes of conducting the election of officers. The election process will be contained in Board Regulations

10. Committees of the Board

- 10.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 10.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them. Such rules shall form part of the Board Regulations.

DECISION-MAKING BY DIRECTORS

11. Directors to take decisions collectively

- 11.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 12.
- 11.2 If,
 - (a) the company only has one director, and
 - (b) no provision of the articles requires it to have more than one director,
- 11.3 The general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

12. Unanimous decisions

- 12.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 12.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 12.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 12.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

13. Calling a directors' meeting

- 13.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary to give such notice.
- 13.2 Notice of any directors' meeting must indicate;
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.3 Notice of a directors' meeting must be given to each director but need not be in writing.
- 13.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

14. Participation in directors' meetings

- 14.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- a) the meeting has been called and takes place in accordance with the articles, and
 - b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 14.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15. Quorum for directors' meetings

- 15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- 15.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision,
- a) to appoint further directors, or
 - b) to call a general meeting so as to enable the members to appoint further directors.

16. Chairing of directors' meetings

The board may appoint one of its number to the chair the meetings of the directors.

17. Casting vote

17.1 If the numbers of votes for and against a proposal are equal, the elected President of the Association or in their absence another director chairing the meeting has a casting vote.

17.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

18. Conflicts of interest

18.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

18.2 But if article 18.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

18.3 This article applies when:

- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the director's conflict of interest arises from a permitted cause.

18.4 For the purposes of this article, the following are permitted causes:

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

18.5 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

18.6 Subject to article 18.7 below, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

18.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19. Records of decisions to be kept

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the decision recorded, of every unanimous or majority decision taken by the directors.

20. Directors' discretion to make further rules

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

21. Methods of appointing directors

21.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) By being elected to the board in accordance with article 7 above or,
- (b) by ordinary resolution at a general meeting or,
- (c) by a decision of the directors.

21.2 In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

21.3 For the purposes of article 21.2, where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

22. Termination of director's appointment

22.1 A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) they are removed by a resolution of the board;
- (c) they are removed by a resolution pursuant to s168 of the Companies Act 2006;
- (d) a bankruptcy order is made against that person;
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (f) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (g) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (h) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

23. Directors' remuneration

23.1 All board services rendered by the all the directors shall be honorary.

23.2 The Board may appoint such executive directors as it sees fit, their board services shall also be honorary, but the board may determine their remuneration for other services rendered to the Association.

24. Directors' expenses

The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at;

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of debentures of the company,
- (d) or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

25. Applications for membership of the Association

No person shall become a member of the company unless;

- (a) that person has completed an application for membership in a form approved by the directors, and
- (b) the directors have approved the application.

26. Termination of membership

- 26.1 A member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
- 26.2 A member may be removed by the board passing an ordinary resolution.
- 26.3 Membership is not transferable.
- 26.4 A person's membership terminates when that person dies or ceases to exist.

ORGANISATION OF GENERAL MEETINGS

27. Attendance and speaking at general meetings

- 27.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 27.2 A person is able to exercise the right to vote at a general meeting when;
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 27.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 27.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 27.5 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.

28. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

29. Chairing general meetings

- 29.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 29.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the directors present, or
 - (b) (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 29.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

30. Attendance and speaking by directors and non-members

- 30.1 Directors may attend and speak at general meetings, whether or not they are members.
- 30.2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

31. Adjournment

- 31.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 31.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if;
- (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 31.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 31.4 When adjourning a general meeting, the chairman of the meeting must—
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 31.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- 31.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and;
 - (b) containing the same information which such notice is required to contain.

VOTING AT GENERAL MEETINGS

32. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

33. Errors and disputes

- 33.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to be tendered, and every vote not disallowed at the meeting is valid.
- 33.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

34. Poll votes

- 34.1 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote, or at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 34.2 A poll may be demanded by;
- (a) the chairman of the meeting;
 - (b) the two directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

- 34.3 A demand for a poll may be withdrawn if;
- (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- 34.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

35. Content of proxy notices

- 35.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which;
- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 35.2 The company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 35.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 35.4 Unless a proxy notice indicates otherwise, it must be treated as;
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

36. Delivery of proxy notices

- 36.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 36.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 36.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 36.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

37. Amendments to resolutions

- 37.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if;
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 37.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if;
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 37.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

38. Means of communication to be used

- 38.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 38.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 38.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

39. Company seals

- 39.1 Any common seal may only be used by the authority of the directors.
- 39.2 The directors may decide by what means and in what form any common seal is to be used.

39.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

39.4 For the purposes of this article, an authorised person is;

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

40. No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

41. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

42. Indemnity

42.1 Subject to article 42.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against;

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

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

42.3 In this article;

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

43. Insurance

43.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

43.2 In this article;

- (a) a “relevant director” means any director or former director of the company or an associated company,
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

44. Changes to the constitution of the Association

44.1 No changes can be made to this constitution of the Association without the agreement of the board by special resolution. To be passed such a resolution shall require a vote of 75% in favour of it.

44.2 A resolution so passed will then be put to the members in general meeting either at the annual general meeting or at an extraordinary general meeting held specifically for the purpose.