

Memorandum of Association

(the "Articles")

The Tutors' Association

(the "Association")

A Company Limited by Guarantee, with registered number: 06729532.

The Tutors' Association

info@thetutorsassociation.org.uk

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Part 1: Interpretation and Limitation Of Liability

1. Defined Terms

1.1. In the articles, unless the context requires otherwise—

“articles” means the Association’s articles of association;

“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;

“board” shall refer to the Board of Directors of the Association, as constituted from time to time;

“chairman” has the meaning given in article 30;

“chairman of the meeting” has the meaning given in article 11;

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

“director” means a director of the Association, and includes any person occupying the position of director, by whatever name called;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“member” has the meaning given in section 112 of the Companies Act 2006;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“participate”, in relation to a directors’ meeting, has the meaning given in article 29;

“proxy notice” has the meaning given in article 17;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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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 Association.

2. Liability of Members

- 2.1. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:-
- 2.1.1. payment of the Association's debts and liabilities contracted before he ceases to be a member, or;
 - 2.1.2. payment of the costs, charges and expenses of winding up, or;
 - 2.1.3. adjustment of the rights of the contributories among themselves.

Part 2: The Objects of the Association

3. The Objects of the Association

- 3.1. The objects of the Association shall be:-
- 3.1.1. To set and enforce minimum standards within the tuition sector;
 - 3.1.2. To promote innovation, good practice and excellence throughout the tuition sector and, where appropriate, in related fields of activity;
 - 3.1.3. To attract individual tutors, tuition companies and tuition support companies into membership and to aid them in the conduct of their legitimate business;
 - 3.1.4. To represent the tuition sector to government, regulatory agencies, the press and wider society;
 - 3.1.5. To provide directly, or to facilitate the provision by other parties, of supporting services and opportunities for the tuition sector (or, where appropriate, the wider education sector).
- 3.2. For the purposes of these Articles, the terms 'tutor', 'tuition company', 'tuition support company' and 'tuition sector' shall have the following meanings:
- 3.2.1. 'Tutor' shall mean any individual person who carries on the business, whether permanently, seasonally or temporarily and irrespective of the number of hours worked per week, of teaching students of any age, in any subject, with the intention of aiding them in their education (irrespective of the reason why such students seek education, whether or not payment is provided to the tutor in consideration for such a

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service and without regard to the employment/self-employment status of the tutor or their relationships with any intermediaries).

- 3.2.2. 'Tuition company shall mean any incorporated legal entity (including but not limited to limited companies, public companies, partnerships, charities and any other entity) or, where more appropriate, a division or subsidiary of a legal entity, that engages (or intends to engage) in the business of delivering, or arranging for the delivery of, tuition to any number of students, of any age, in any subject with the intention of aiding them in their education.
- 3.2.3. 'Tuition support company' shall mean any company that provides (or is intending to provide) services to tuition companies that are of material benefit to those tuition companies in aiding them to carry on their legitimate business.
- 3.2.4. The 'tuition sector' refers to the ongoing legitimate business and activities of tutors, tuition companies and tuition support companies in aggregate, along with any individuals working in, or holding an interest in, such business.

3.3. The members of the Association agree that the Association shall be run principally for the objects in this Article.

3.4. The objects of this Article shall be construed as having a broad interpretation and application, and shall not be presumed to be any attempt to exclude the activity, business or intention of any individual(s) or incorporated entity(ies) whatsoever who believes themselves to be part of the tuition sector, where a reasonable person is inclined to agree that this is the case.

4. Prohibition on Distributions

4.1. The Association's income is to be applied solely in the promotion of its objects, as broadly construed and interpreted.

4.2. The Association shall not make any provision for the payment of distributions to its members of any kind.

5. Treatment of Assets on the Winding Up of the Association

5.1. Upon the winding up of the Association, any assets remaining after the settlement of outstanding debts are to be transferred to another body with similar objects to the Association or, if such an entity cannot be found or is deemed to be unsuitable for any reason, to a body with charitable objects, as determined by the members.

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Part 3: Members of the Association

Forms of Membership

6. Types of Membership.

- 6.1. There shall be four (4) principal grades of membership, which shall be:-
 - 6.1.1. Individual (for natural persons).
 - 6.1.2. Corporate (for incorporated entities of any kind within the tuition sector).
 - 6.1.3. Affiliate (for incorporated entities or natural persons whose business is carried on, at least in part, in support of the tuition sector).
 - 6.1.4. Fellow (for natural persons recognised as having made a substantial contribution to the tuition sector).
- 6.2. The Board collectively undertakes to maintain a register, accessible from the Association's registered office, of its members.
- 6.3. The Board shall determine (and, where appropriate, update) the entry criteria, application process, costs, rights, benefits and any subdivisions or categories of each of the principal grades of membership and publish this to current and prospective members in an appropriate format.

7. Applications for Membership

- 7.1. No person shall become a member of the Association unless;
 - 7.1.1. that person has completed an application for membership in a form approved by the directors, and;
 - 7.1.2. the directors have approved the application.
- 7.2. The Board reserves the right to reject any application to membership, providing a summary of the reason(s) to the applicant on any of the following grounds:-
 - 7.2.1. the applicant has applied for a membership category for which it is ineligible;
 - 7.2.2. the applicant will, or is likely to, bring the Association into disrepute if it were brought into membership;
 - 7.2.3. the applicant's admission to membership would be contrary to the objects of the Association;
 - 7.2.4. the applicant is believed, or suspected, of being in breach of any of the terms and conditions of membership (as updated from time to time);

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- 7.2.5. the applicant is currently engaged in legal action (including threats of legal action or giving cause for legal action to be taken against it) with the Association and/or any of its members;
- 7.2.6. the applicant has made public comments which are unconscionable, objectionable, profane or otherwise deemed to be unacceptable;
- 7.2.7. the applicant is believed to be incapable of discharging the obligations it would acquire were it admitted to membership;
- 7.2.8. the applicant is under investigation by the police or a regulatory agency (in any country) for an offence or misdemeanor;
- 7.2.9. the applicant has lobbied or campaigned in any manner deemed contrary to the objects, or publicly stated policy of the Association;
- 7.2.10. the applicant has caused, or attempted to cause, harm or distress to any current member or to any other person, regardless of whether this surpasses the threshold required for civil or criminal liability.

8. Termination of Membership

- 8.1. A member may withdraw from membership of the Association by giving 7 days' notice to the Association in writing.
- 8.2. A member may be removed by:-
 - 8.2.1. the Board passing an ordinary resolution after satisfying itself that continued membership is likely to present an unacceptable risk (of any kind) to the Association or its remaining members, or;
 - 8.2.2. the Disciplinary Committee making a ruling that the member be removed (either immediately or within a certain timeframe or conditional upon certain criteria being met or not met in future).
- 8.3. A member may be suspended, along with any rights or privileges they enjoyed by virtue of membership, with immediate effect by:-
 - 8.3.1. the Officers of the Association agreeing and providing a written order to that effect should it become apparent that the member's conduct is under, or likely to be under, criminal investigation or where it is beyond reasonable doubt that the member is in breach of the terms and conditions of membership (pending review by the Disciplinary Committee), or;
 - 8.3.2. the Board passing an ordinary resolution after satisfying itself that continued membership is likely to present an unacceptable risk (of any kind) to the Association or its remaining members.

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- 8.4. In any case where a member is removed or suspended, they shall be provided with a justification for the removal or termination within no more than 7 days.
- 8.5. Any member who is suspended is entitled to request that the case for their suspension be reviewed by the Disciplinary Committee within 90 days of the suspension being made.
- 8.6. If the Disciplinary Committee reviews a suspension, it may find that:-
 - 8.6.1. the suspension was unwarranted, in which case the member shall be entitled to compensation equal to their annual membership fee divided by 365 and multiplied by the number of days they were suspended for;
 - 8.6.2. the suspension was warranted at the time it was made but is no longer warranted, reinstating the member (without compensation);
 - 8.6.3. the suspension was warranted but is capable of effective remedy, giving a ruling for the member to remedy the cause of suspension within a stated timeframe;
 - 8.6.4. the suspension was warranted and is incapable of remedy, with the member being removed from the register of members.
- 8.7. No refunds shall be provided to members that are lawfully removed or suspended from the Association with a valid reason as set out in these Articles.
- 8.8. Membership is not transferable.
- 8.9. A person's membership terminates when that person dies or ceases to exist.

Organisation of General Meetings

9. Attendance and speaking at general meetings

- 9.1. 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.
- 9.2. A person is able to exercise the right to vote at a general meeting when;
 - 9.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and;
 - 9.2.2. 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.

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- 9.3. 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.
- 9.4. 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.
- 9.5. 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.

10. Quorum for general meetings

- 10.1. 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.
- 10.2. The quorum required for general meetings shall be set by the Board and published in an appropriate format.

11. Chairing general meetings

- 11.1. The current President shall chair general meetings if present and willing to do so.
 - 11.1.1. In the absence of the President, a Vice President shall chair the meeting. If there are two Vice Presidents and both put themselves forward, those in attendance shall vote for which shall chair the meeting.
 - 11.1.2. In the absence of the President or any Vice Presidents, the Treasurer shall chair the meeting.
 - 11.1.3. In the absence of any officers, a director in attendance shall chair the meeting (being elected to do so by those in attendance, if necessary).
 - 11.1.4. In the absence of any directors, the attendees shall elect a chairman.
- 11.2. The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

12. Attendance and speaking by directors and non-members

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

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13. Adjournment

- 13.1. 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.
- 13.2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if;
 - 13.2.1. the meeting consents to an adjournment, or
 - 13.2.2. 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.
- 13.3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 13.4. When adjourning a general meeting, the chairman of the meeting must—
 - 13.4.1. 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;
 - 13.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 13.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association 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).
- 13.6. 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.
 - 13.6.1. to the same persons to whom notice of the Association's general meetings is required to be given, and;
 - 13.6.2. containing the same information which such notice is required to contain.

Voting at General Meetings

14. Voting: general

- 14.1. 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 these Articles.
- 14.2. If a poll is required, the chairman shall conduct the poll in accordance with Article 16.

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15. Errors and disputes

- 15.1. 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 is being tendered, and every vote not disallowed at the meeting is valid.
- 15.2. Any such objection must be referred to the chairman of the meeting whose decision is final.

16. Poll votes

- 16.1. 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.
- 16.2. A poll may be demanded by:-
 - 16.2.1. the chairman of the meeting, or;
 - 16.2.2. any two directors, or;
 - 16.2.3. two or more persons having the right to vote on the resolution.
- 16.3. A demand for a poll may be withdrawn if:-
 - 16.3.1. the poll has not yet been taken, and;
 - 16.3.2. the chairman of the meeting consents to the withdrawal.
- 16.4. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

17. Content of proxy notices

- 17.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") where all of the following apply:-
 - 17.1.1. The proxy notice states the name and address of the member appointing the proxy;
 - 17.1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 17.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and;
 - 17.1.4. is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 17.2. The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 17.3. 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.

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- 17.4. Unless a proxy notice indicates otherwise, it must be treated as;
- 17.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 17.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

18. Delivery of proxy notices

- 18.1. 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 Association by or on behalf of that person.
- 18.2. An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 18.3. 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.
- 18.4. 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.

19. Amendments to resolutions

- 19.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-
- 19.1.1. notice of the proposed amendment is given to the Association 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;
 - 19.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 19.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
- 19.2.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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- 19.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 19.3. 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: Directors and Governance

The Powers and Responsibilities of the Board of Directors

20. The Authority of the Directors

- 20.1. Subject to the articles, the directors are responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association, save for those reserved for the Disciplinary Committee and the Remuneration and Conduct Committee.

21. Members' Reserve Power

- 21.1. The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 21.2. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

22. Directors May Delegate

- 22.1. Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:-
- 22.1.1. to such person or committee;
 - 22.1.2. by such means (including by power of attorney);
 - 22.1.3. to such an extent;
 - 22.1.4. in relation to such matters or territories;
 - 22.1.5. and on such terms and conditions as they think fit.
- 22.2. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 22.3. The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 22.4. Any director who is unable to attend a board meeting may appoint an Alternate Director to deputise for them in their absence provided that:

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- 22.4.1. they notify the other directors at least 24 hours in advance of the board meeting in question, and;
 - 22.4.2. the remaining directors agree to the appointment of the Alternate Director by a simple majority.
- 22.5. If the remaining directors do not agree to the appointment of an Alternate Director under this Article, they must postpone the proposed meeting.

Appointment, Termination and Remuneration of Directors

23. The Composition of the Board of Directors

- 23.1. The Board shall ordinarily be composed of up to 13 directors, including:
- 23.1.1. Up to eight (8) members (of any membership grade), each elected as directors by the wider membership for a three (3) year term (with the procedures for election stipulated by the Board and published in an appropriate format to the membership);
 - 23.1.2. Up to four (4) directors shall be co-opted for a term of any duration up to two (2) years each, with the intention that they bring some kind of valued and necessary skill, knowledge, expertise or other asset to the Association;
 - 23.1.3. Up to three (3) directors who have each been elected (or appointed by special resolution) as an Officer of the Association and shall be entitled to remain (or be appointed) a director, even if their term as an elected or co-opted director would have otherwise ended, until their term as an Officer expires (assuming that they are not reelected) and,
 - 23.1.4. The most senior executive employee (or contractor) of the Association, who shall also serve as Association secretary.
- 23.2. Directors shall begin their term of office as soon as they sign the relevant documentation required by the Association following their election, co-option or appointment.
- 23.3. Elected directors may not stand for re-election following the expiry of their term but they may be co-opted by the rest of the Board in order to allow their term to be extended.
- 23.4. Co-opted directors may or may not be members of the Association.
- 23.5. There shall be no maximum limit to the term of office of any director.
- 23.6. Any director that is elected as an Officer shall remain a director on the Board until the expiry of their term in office, as an Officer (assuming that their term is not extended by the board), even if their term in office as a director would otherwise end sooner.

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24. Termination of Director's Appointment

- 24.1. An elected director's term in office shall terminate:
 - 24.1.1. following the AGM occurring after the third anniversary of their appointment (if they are not elected as an Officer or co-opted to continue as a director prior to this date), or;
 - 24.1.2. Following the expiry of their term as an Officer, if later.
- 24.2. A co-opted director's term in office shall terminate:
 - 24.2.1. On the date that their term is due to expire (if they are not elected as an Officer or co-opted to continue as a director prior to this date), or;
 - 24.2.2. Following the expiry of their term as an Officer, if later.
- 24.3. Any director's term will end immediately following:
 - 24.3.1. A ruling by the Disciplinary Committee to that effect, or;
 - 24.3.2. A resolution by the Remuneration and Conduct Committee to that effect, or;
 - 24.3.3. Following their conviction (or discovery of a recent or unspent conviction), in any jurisdiction, of any offence of the following type or nature:
 - 24.3.3.1. Murder or attempted murder;
 - 24.3.3.2. Any violent crime or offence;
 - 24.3.3.3. Any sexual offence (rape, sexual assault, possession of indecent images, indecent exposure or similar);
 - 24.3.3.4. Any kind of fraud.

25. Directors' Remuneration

- 25.1. Directors shall be entitled to receive a payment for their services to the Association so long as it is not greater than the fair market value of the services rendered (the fair market value being the value a reasonable person would ascribe to the role of someone serving as a director of the Association and not an appraisal of the knowledge, skills or expected payment of the individual concerned).
- 25.2. Officers shall be entitled to receive a payment for their services to the Association so long as it is no greater than the fair market value of the services rendered.
- 25.3. Where appropriate, the other directors and officers may authorise an additional payment to any particular director or officer as compensation for the completion (or expected completion) of any work that is significantly in excess of their expected duties, provided that the Remuneration and Conduct Committee is notified of the sum of the additional payment and the work carried out.

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- 25.4. Any director or officer may, for any reason (or without giving a reason), decline any payment to which they would otherwise be entitled or repay any such payment made, in whole or in part.
- 25.5. In all matters of remuneration, the Treasurer shall have a veto over any resolution to increase levels of remuneration for directors and/or officers.
- 25.6. The remuneration and duties of the directors and officers shall be discussed and proposed by the Board through an ordinary resolution but shall not come into force unless and until approved by the Remuneration and Conduct Committee.

26. Directors' Expenses

- 26.1. The Association shall pay any reasonable expenses which the directors properly incur in connection with their attendance at:-
 - 26.1.1. meetings of directors or committees of directors,
 - 26.1.2. general meetings, or
 - 26.1.3. separate meetings of the holders of debentures of the Association,
 - 26.1.4. or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Association.

Decision-Making by Directors

27. Directors to Take Decisions Collectively

- 27.1. The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting, a decision agreed by the majority of directors in writing (where all directors have been informed, but not necessarily at a meeting) or a unanimous decision.
- 27.2. Where directors take a decision outside of a board meeting:-
 - 27.2.1. The question(s) or resolution(s) on which a decision is to be made (a 'matter'), along with any supporting documentation, shall be circulated to each of the directors in advance and in writing (by any reasonable means);
 - 27.2.2. a decision is deemed to be made when a majority of the board confirms, in writing and unambiguously, that they intend to vote in a certain way on the matter;
 - 27.2.3. a decision so made shall not be capable of coming into force within 72 hours of the last director being informed of the matter to be decided (not including directors who

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are incapacitated (or 24 hours if the matter is agreed by a majority of the Officers to be an emergency, and described as such in equivalent terms).

28. Unanimous Decisions

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.
- 28.4. 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.

29. Calling Directors' Meetings

- 29.1. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Association secretary to give such notice.
- 29.2. 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.
- 29.3. Notice of a directors' meeting must be given to each director, but need not be in writing.
- 29.4. 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 Association 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.
- 29.5. Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:-
 - 29.5.1. the meeting has been called and takes place in accordance with the articles, and;
 - 29.5.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 29.6. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

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30. Chairing Directors' Meetings

- 30.1. If available, the President shall chair meetings of the Board.
- 30.2. If the President is not available, a Vice President shall chair meetings of the Board.
- 30.3. In the absence of the President or Vice President(s), the Treasurer shall chair meetings of the Board.
- 30.4. In the absence of any officers, either:
 - 30.4.1. The Association secretary shall chair meetings of the board, or;
 - 30.4.2. The Association secretary shall facilitate the election of one of the directors present to chair the board meeting.

31. Quorum for Directors' Meetings

- 31.1. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 31.2. 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 three, and unless otherwise fixed it is three.
- 31.3. 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
 - 31.3.1. to appoint further directors, or;
 - 31.3.2. to call a general meeting so as to enable the members to appoint further directors.

32. Voting in Directors' Meetings

- 32.1. The chairman shall indicate to the Board, in clear and unambiguous terms, when an item or resolution is to be moved to a vote.
- 32.2. The chairman shall collect the votes of all those directors that are present including votes for, against and abstentions.
- 32.3. Directors that are unable to attend a board meeting in person may substitute a vote remotely in advance of the meeting for any resolution or other item for which a vote will be required. Such a vote is to be counted only if the resolution is voted on without amendments (other than minor amendments that do not change the substance of the matter being voted on) in the meeting in question.

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33. Conflicts of Interest

- 33.1. If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Association 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.
- 33.2. But if article 33.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the Association is to be counted as participating in the decision-making process for quorum and voting purposes.
- 33.3. This article applies when:
- 33.3.1. the Association 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;
 - 33.3.2. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 33.3.3. the director's conflict of interest arises from a permitted cause.
- 33.4. For the purposes of this article, the following are permitted causes:
- 33.4.1. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Association or any of its subsidiaries; and
 - 33.4.2. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Association or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 33.5. For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 33.6. Subject to article 33.7 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.
- 33.7. 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.

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34. Casting Vote

- 34.1. If the numbers of votes for and against a proposal are equal, the President of the Association (or, in their absence, another director chairing the meeting) has a casting vote.
- 34.2. If, for any reason, the President (or chairman) is not entitled to vote then the Treasurer shall have a casting vote.
- 34.3. If the President is entitled to vote and chooses to abstain on a proposal and the votes for and against are equal, then the majority opinion of the other officers shall be the casting vote.
- 34.4. If the President is entitled to vote and chooses to abstain, and the officers have all abstained, or have evenly split between voting for and against the proposal, then a proposal to carry out an action (or cease an action or to make some appointment) shall be deemed not to have passed.

35. Records of Decisions of the Directors

- 35.1. The directors must ensure that the Association keeps a record, in writing, for at least 12 years from the decision recorded, of every unanimous or majority decision taken by the directors.

36. Directors' Discretion to Make Further Rules

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

37. The Officers

- 37.1. The board shall elect, from its own number, the following officers: a President, a Treasurer and one or two Vice Presidents.
- 37.2. All officer shall be required to report back to, and be held accountable by, the board.

38. The Election of Officers

- 38.1. Directors wishing to nominate themselves for an officer role may do so by informing the other members of the board of their intention to do so and setting forth a manifesto with their intentions for taking on the role.
- 38.2. The board shall conduct an election for new officers either:-
 - 38.2.1. At the next board meeting following the resignation of an officer (other than following the resignation of a Vice President when there are two Vice Presidents in post);
 - 38.2.2. At a board meeting between the 1st of April and the 30th of June each year for officers who will then take post at the AGM (or on the 1st of September, or on the resignation of the previous officer, whichever is the earliest).

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- 38.3. An officer shall require a simple majority of directors in order to be elected.
- 38.4. In the event that there are two nominated candidates and both receive an even number of votes:-
- 38.4.1. In the first instance, the opinion should be sought of any directors not in attendance at the meeting (provided within no more than seven (7) days);
 - 38.4.2. In the event that all directors are present, or that there is still a tie when accounting for the votes of other directors received within seven (7) days, an incumbent officer that has already (or will have at the next AGM) served in their role for a period of at least 23 months shall be deemed to have lost;
 - 38.4.3. In the event that neither nominated candidate has (or will have) served for at least 23 months at the date of the next AGM, then the individual who has been a member of the Association (of any kind or grade) for the longest continuous unbroken period of time shall be deemed to be the winner.

39. The President

- 39.1. The President shall have responsibility for chairing the board of directors, setting the strategic vision for the Association (subject to board approval), holding the employees and contractors to account and representing the Association to the general public.

40. The Treasurer

- 40.1. The Treasurer shall have responsibility for approving the financial expenditure and commitments of the Association and approving reports of the individuals or organisations who are delegated the authority to produce financial reports for the Association.

41. Vice Presidents

- 41.1. The Vice President(s) shall deputise for the President as required, advise and support the President and Treasurer in the day to day running of the Association and support the Association's strategy and policy in whichever manner is most appropriate for them to do so.

42. The Removal of Officers

- 42.1. Any officer will be removed from office immediately following a vote of no confidence by the board.
- 42.2. A motion of no confidence can be proposed by any director.
- 42.3. A petition of more than 10% of the members of the Association (of any membership grade) calling for a vote of no confidence in any given officer shall require a board meeting to be held, and a confidence vote conducted as its first item of business, within no more than 14 days.

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- 42.4. An officer will be removed from office immediately following a resolution to that effect by the Remuneration and Conduct Committee.
- 42.5. Officers will ordinarily leave office at the close of the AGM, whereupon the officers-elect shall begin their term in office with the exception being officers for whom there is no elected replacement, who shall continue in office (until they resign).

The Remuneration and Conduct Committee

43. The Membership of the Remuneration and Conduct Committee

- 43.1. The membership of the Remuneration and Conduct Committee (RCC) shall comprise no more than six (6) individuals, including:
 - 43.1.1. The last three (3) eligible Presidents to have served the Association for at least a period of 9 months; and,
 - 43.1.2. The last three (3) eligible Treasurers to have served the Association for at least a period of 9 months.
- 43.2. If any of the last three (3) Presidents or Treasurers decline to serve on the Remuneration and Conduct Committee, or resign from it or be rendered incapable of serving on it (due to death, medical or mental incapacity), the remaining members may nominate one or more individual(s) of their choice, whom they shall elect by simple majority.
- 43.3. A current director of the Association may not serve on the Remuneration and Conduct Committee under any circumstances.
- 43.4. Any President or Treasurer who left office under any of the following circumstances shall be ineligible to serve on the Remuneration and Conduct Committee:
 - 43.4.1. By resignation, prior to them having completed nine (9) months of service as President or Treasurer.
 - 43.4.2. Following conviction of a criminal offence.
 - 43.4.3. Following a vote of no confidence, or by resignation when a vote of no confidence in them was tabled.
 - 43.4.4. Following a resolution of the Remuneration and Conduct Committee (or by resignation prior to such a resolution taking effect).
 - 43.4.5. Following a ruling of the Disciplinary Committee (or by resignation prior to such a ruling taking effect).

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- 43.5. Following the leaving of office of an eligible President or Treasurer, the members of the Remuneration and Conduct Committee shall be replaced in the following order:
- 43.5.1. First, any members who choose to voluntarily resign from the Remuneration and Conduct Committee;
 - 43.5.2. Second, any nominated members in place of a President or Treasurer who declined to serve, resigned or was incapable of serving (longest serving being replaced first);
 - 43.5.3. Third, a former President whose tenure ended earliest shall be replaced by a President leaving office and a Treasurer whose tenure ended earliest shall be replaced by a Treasurer leaving office.
- 43.6. In all matters aside from the nomination of replacement members, the quorum of the Remuneration and Conduct Committee shall be three (3) members. No other resolution shall be made by the committee if a quorum of members is not present.

44. The Powers of the Remuneration and Conduct Committee

- 44.1. The Remuneration and Conduct Committee shall have the following powers:
- 44.1.1. The power to approve or refuse any increase in remuneration approved by the board.
 - 44.1.2. The power to remove any director for improper conduct.
 - 44.1.3. The power to remove any officer for improper conduct.
 - 44.1.4. The power to instruct the board to hold a vote of confidence in any employee or contractor.
- 44.2. The Remuneration and Conduct Committee shall meet whenever is deemed necessary by its members or within 28 days of a meeting being requested by the President or board to discuss a specific matter.

The Disciplinary Committee

45. The Disciplinary Committee

- 45.1. The Disciplinary Committee shall be comprised of up to 7 members, but not less than 3, appointed by the board. At least one of these shall be 'a lay member', being a person(s) of good repute and standing who is/are not themselves members of the Association.
- 45.2. The Chairman of the Disciplinary Committee shall be a serving or retired judge, or barrister or solicitor, preferably of at least seven years' standing.

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- 45.3. The quorum shall be three, of whom the Chairman shall be one.
- 45.4. 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.
- 45.5. The Secretary shall be appointed by the board.
- 45.6. The Disciplinary Committee shall consider complaints against any member of the Association (including directors and officers) in accordance with its complaints procedure.
- 45.7. The Disciplinary Committee shall have the power to:-
 - 45.7.1. Issue a formal written warning or censure to a member of the Association.
 - 45.7.2. Suspend a member of the Association (either for a fixed term of up to six (6) months or pending the member taking effective remedial action).
 - 45.7.3. Remove a member of the Association from membership.

46. Arbitration

- 46.1. The Association may offer arbitration services to its members in order to facilitate swift, equitable and cost-effective resolutions to a dispute between any of its members.

Other Committees

47. Committees and Working Groups

- 47.1. The board may constitute any other committees and/or working groups as it sees fit and delegate whatever powers to them that it deems necessary in order for them to properly discharge their duties.

Part 5: Conduct of Business

Administrative Arrangements

48. Means of communication to be used

- 48.1. Subject to the articles, anything sent or supplied by or to the Association under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents

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or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.

- 48.2. 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.
- 48.3. A director may agree with the Association 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.

49. Binding the Association to a Contract or Agreement

- 49.1. Any director shall have the authority to bind the Association into a contract or agreement of any kind where:-
- 49.1.1. the Board has seen approved, by a simple majority, the contract or agreement in question, and;
 - 49.1.2. the President and the Treasurer both either assented to the signing of the relevant contract or agreement or abstained.
- 49.2. The Association secretary and any of the Officers shall be entitled to commit the Association to a contract or agreement, provided that all of the Officers are informed and none call for a referral of the matter to the Board, in the case of agreements that:
- 49.2.1. incur aggregate financial liabilities of no more than 25% of the Association's last annual turnover, and;
 - 49.2.2. are either part of the Association's normal course of business OR part of a course of business already approved by the Board, and;
 - 49.2.3. are not likely to be materially prejudicial to the interests of any of the members of the Association.
- 49.3. Any agreement entered into without compliance with this Article shall be null and void and have no legal effect.

50. Company Seals

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

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- 50.3. Unless otherwise decided by the directors, if the Association 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.
- 50.4. For the purposes of this article, an authorised person is:-
- 50.4.1. any director of the Association;
 - 50.4.2. the Association secretary (if any), or;
 - 50.4.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.
- 51. No right to inspect accounts and other records**
- 51.1. Except as provided by law or authorised by the directors or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or documents merely by virtue of being a member.
- 52. Provision for employees on cessation of business**
- 52.1. The directors may decide to make provision for the benefit of persons employed or formerly employed by the Association 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 Association or that subsidiary.
- 53. Changing these Articles of Association**
- 53.1. 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.
- 53.2. A resolution so passed will then be put to the members in a general meeting either at the annual general meeting or at an extraordinary general meeting held specifically for that purpose.

Directors' Indemnity and Insurance

54. Indemnity

- 54.1. Subject to the provisions of this Article 53, a relevant director of the Association or an associated company may be indemnified out of the Association's assets against:-

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- 54.1.1. any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Association or an associated company,
- 54.1.2. any liability incurred by that director in connection with the activities of the Association 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),
- 54.1.3. any other liability incurred by that director as an officer of the Association or an associated company.

54.2. This article does not authorise any indemnity which:

- 54.2.1. would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law;
- 54.2.2. arises from a director acting in a personal capacity or making personal statements that give rise to any kind of liability but that are not supported by the agreed policy of the Association;
- 54.2.3. arises from a director committing any criminal act (or omitting to act in a manner that incurs criminal liability);
- 54.2.4. arises from a director breaching a confidentiality, non-disclosure or similar agreement (whether the agreement was signed by them personally or not, provided they were made aware of the confidential nature of any confidential information provided to them).

54.3. In this article;

- 54.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- 54.3.2. a “relevant director” means any director or former director of the Association or an associated company.

55. Insurance

55.1. The directors will decide on what and how much appropriate insurance cover should be maintained and purchased by the Association and, at any rate, they shall ensure that the Association maintains the minimum levels and types of cover required by law.

55.2. In this article;

- 55.2.1. a “relevant director” means any director or former director of the Association or an associated company,
- 55.2.2. 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 Association, any associated company or any pension fund or employees’ share scheme of the Association or associated company, and

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- 55.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

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