

COMPANIES ACTS 1985 - 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
of**

**THE TAVISTOCK INSTITUTE OF HUMAN RELATIONS
Adopted by Special Resolution dated 22 July 2010**

1. The company's name is The Tavistock Institute of Human Relations (and in this document it is called the "Association")

Interpretation

2. In these Articles:

"Act" means the Companies Act 2006;

"Chair" means the chair of the Council of Management;

"Council of Management" means the board of Trustees of the Association;

"Institute" is that part of the Association that shall pursue the Objects on behalf of the Association;

"Chief Executive Officer" means the Chief Executive Officer of the Institute and the Chief Executive Officer shall be a member of the Council of Management ex officio;

"Trustees" means the directors of the Association. The Trustees are charity trustees as defined by section 97 of the Charities Act 1993;

"Secretary" means any person appointed to perform the duties of the secretary of the Association;

"United Kingdom" means Great Britain and Northern Ireland; 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.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Association.

In these Articles words importing the masculine gender shall include the feminine gender and the singular the plural.

Liability of Members

3. (1) The liability of the members is limited.

(2) Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member for payment of the debts and liabilities of the Association contracted before he ceased 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.

(3) If upon the winding up or dissolution of the Association 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 Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

Objects

4. The objects ("Objects") for which the Association is established are specifically restricted to advance the study of the psycho-sociology of relations (in the widest possible sense of the word) between human beings and groups or classes or categories of human beings, and of the influence of environment in all its aspects on the formation or development of human character or capacity, to conduct research and experiment for this purpose, and to publish the results of such study research and experiment for this purpose, and to train students in or for any branches of the said study.

Powers

5. The Association has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular the Association has power:

(1) To enter into and undertake contracts with other bodies, corporations or persons for services which are based on or derived from or connected with such study, research or experiment referred to in the Objects;

(2) To delegate the day to day pursuit and furtherance of the Objects to the Institute;

(3) To found, establish, promote, maintain or support, or to assist in the founding, establishing, promotion, maintenance or support of any charitable trusts, companies, bodies, or schemes, established for the promotion of the Objects, including in particular any schemes or activities designed for the study in practice of any such relations to in the Objects whether educational, religious, social, cultural, commercial, professional, industrial, domestic or of any other character, and to co-operate with any such bodies or institutions provided that the Association shall not have power to solely spend money on the founding, establishment, promotion, maintenance, support or assistance or to own or acquire controlling rights or interests in any such trusts, companies, bodies, institution or scheme. This power does not prohibit the distribution of the Association's income and property amongst its members, and the giving of remuneration or other benefits to the members of its governing body but only as provided in article 6 of these Articles;

(4) To establish contacts and maintain relationships of any kind with bodies or institutions having similar or allied aims in the United Kingdom or elsewhere throughout the world, and to receive assistance or support from any persons (whether individual or corporate) for the promotion of the Objects of the Association: Provided that in the event of the Association establishing contacts or maintaining relationships with any such bodies or institutions that are founded, established or promoted for purposes of profit, the Association shall not have power to do or permit to be done any act or thing which will or may bring the Association within the control or under the direction of such bodies or institutions so founded, established or promoted for purposes of profit or which shall or may give to the Association any controlling rights or interests in or over such bodies or institutions;

(5) To make known and further the Objects of the Association as widely as possible, and in particular by promoting the organization in the media, by publications, and by granting scholarships, prizes, research or other studentships;

(6) To equip and maintain any premises owned or occupied by the Association;

(7) To provide for the delivery and holding of lectures, meetings, classes demonstrations and conferences;

(8) To purchase, take on lease or in exchange, hire or otherwise acquire or receive by way of gift, any property and rights or privileges in order to pursue its Objects and to construct, maintain and alter any premises or equipment necessary or convenient for the work of the Association;

- (9) To sell, let, mortgage, dispose of, or turn to account all or any of the property of the Association as thought expedient from time to time, with a view to the promotion or carrying out of any of its Objects;
- (10) To undertake and execute (either with or without remuneration) any trusts which may lawfully be undertaken by the Association for the purpose of furthering its Objects;
- (11) To borrow or raise money for the purposes of the Association, on such terms and on such security as may be thought fit;
- (12) To invest any moneys of the Association in any investments (including the purchase of any property or rights) whether or not authorised by law for trust money;
- (13) To give and receive payment in response to an agreed contract;
- (14) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be helpful for any of the Objects of the Association;
- (15) To pay all the expenses in relation to creation and registration of the Association and any expenses of the Association, including the Institute, in furthering its Objects;
- (16) To do all such lawful things as are incidental or conducive to the attainment of any of the Objects;
- (17) The Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition, which if an object that would make the Association a Trade Union;
- (18) The Association may acquire by purchase, the taking on lease, or exchange, hire or otherwise acquire any buildings and endow, furnish and fit out with all necessary furniture and other equipment, and maintain and manage such buildings and other premises as may from time to time be required;
- (19) To purchase, take in exchange, hire or otherwise acquire any personal property and any rights or privileges necessary or convenient for the promotion of its objects;
- (20) To construct, maintain and alter any buildings necessary or convenient for the work of the Association;
- (21) To purchase or otherwise acquire land or lands for any estate or interest;
- (22) Subject to any consents required by law of dispose of or to let any part or parts of any land or buildings belonging to the Association on such terms as the trustees shall think fit;
- (23) To sell let mortgage, dispose of, or turn to account all or any of the personal property or assets of the Association with or without consideration as may be thought expedient with a view to the promotion of its objects;
- (24) Set aside funds for special purposes or as reserves against future expenditure.

Application of Income and Property

6 (1) The income and property of the Association, shall be applied solely towards the promotion of the Objects.

(2) Except as provided below no part of the income and property of the Association may be paid or transferred directly or indirectly by way of benefit to the members of the Association. This shall not prevent any payment in good faith by the Association of:

(a) Reasonable and proper remuneration to any person for any goods or services supplied to the Association (including services performed under contract of employment with the Association or acting as a director of any subsidiary organisation),

(b) Interest on money lent by any member, Trustee or connected person at a rate not exceeding 5 per cent,

(c) Any reasonable and proper rent for premises let by any member, Trustee or connected person,

(d) The Chief Executive Officer is a member of the Council of Management ex officio but no other member of the Council of Management shall be appointed to any salaried position of the Association or the Institute. No remuneration or other benefit in money or money's worth shall be given by the Association to any member of the Council of Management, except repayment of out-of-pocket expenses and interest at the agreed rate on money lent or reasonable and proper rent for premises let to the Association. Although the Chief Executive Officer shall be a salaried employee of the Association, he shall receive no remuneration in money or money's worth for his role as a member of the Council of Management.

Number of Members

7. The number of members with which the Association is registered is unlimited.

Members

8. (1) The initial subscribers to the Memorandum of the Association are the first members of the Association.

(2). New members of the Association will have expressed an interest in becoming members, either in writing or following two years as a member of staff of the Institute. Each nominee shall be nominated by a member of the Association and seconded by another member in writing before they can be accepted into membership. This process will take place at any meeting of the Council of Management or at a General Meeting.

(3) The Council of Management may admit and register as members those persons who shall have:-

(a) satisfied the Council of Management as to their suitability for membership and

(b) paid such fees as may from time to time be prescribed by these Articles or in accordance with the powers given by these Articles.

(4) Every applicant for membership shall agree to observe the Articles of Association and any membership rules the Council of Management may determine from time to time in force.

(5) The Council of Management shall keep a register of names and addresses of the members.

Fees and Subscriptions

9. (1) Every member shall pay the fees prescribed by the regulations of the Association for the time being in force, together with the amount of his annual subscription or the prescribed proportion thereof for the current membership year.

(2) Every member shall each year pay an annual subscription. The amount of the subscription shall from time to time be fixed by the Council of Management.

(3) If any member fails to pay his annual subscription according to the requirements of Article 9(2) his membership of the Association shall be terminated and such a member shall cease to be a member. Nothing written here shall entitle a defaulting member from re-applying again for membership of the Association.

(4) No member whose membership has terminated in accordance Article 9(3) shall be entitled to attend or take part in the meetings of the Association or receive the Association's printed papers.

(5) The Council of Management may at its discretion reduce or waive the annual subscription or the arrears of the annual subscription of any member, and in doing so may make any enquiries it deems necessary.

(6) No fee or subscription shall be returnable in the event any member's membership being terminated, or of his otherwise ceasing to be a member of the Association. Such member shall unless the Council of Management otherwise determines remain liable to pay the Association any sums that shall have become due from him before he ceased to be a member, which shall (without limitation) include any outstanding fees or annual subscriptions.

Rights of Members

10. Every member shall be entitled on admission to membership to be furnished with a copy of the Articles of Association, and shall be entitled on payment of an appropriate fee to be furnished with any additional copies of any rules and regulations of the Association for the time being in force.

11. Every member shall have the right to attend General Meetings, to receive notification of the draft agenda of such meetings 28 days in advance with the right to propose changes to the agenda to the Council of Management, to receive final notification of such meetings 14 days in advance, to vote and take part in the proceedings.

12. The rights and privileges of every member shall be personal to himself, shall cease on death and shall not be transferable or transmittable by his own act or by operation of law.

Termination of membership

13. A member shall cease to be a member:

(1) on the expiry of at least seven clear days' written notice given by him or her to the Association of his intention to withdraw;

(2) if any subscription or other sum payable by the member to the Association is not paid on the due date and remains unpaid seven days after notice served on the member by the Association informing him that he will be removed from membership if it is not paid. The Council of Management may re-admit to membership any person removed from membership on this ground on his paying such reasonable sum as the Council of Management may determine;

(3) if he becomes bankrupt or makes any arrangement or composition with his creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or an order is made or a resolution passed for its winding up; or

(4) if, at a meeting of the Council of Management at which at least half of the Trustees are present, a resolution is passed resolving that the member be expelled on the grounds set out in any rules or regulations established by the Council of Management and/or that his continued membership is harmful to or is likely to become harmful to the interests of the Association. Such a resolution shall not be passed unless the member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Council of Management. A member expelled by such a resolution shall nevertheless remain liable to pay to the Association any subscription or other sum owed by him.

14 A person whose membership of the Association has been terminated in accordance with article 13 or who has been expelled from the Association for any reason, or who has resigned from the Association or whose membership has otherwise ended for any reason whatsoever, shall not be entitled to automatic readmission to the Association. Any such person may submit an application for re-admission but the acceptance or rejection of that application will rest with the Council of Management whose decision shall

be final. If readmitted such person may be required to pay all sums due from him to the Association as specified in Articles 9(1) and 9(2) and any outstanding arrears.

15. Anyone who ceases to be a member of the Association for whatever reason shall cease immediately to imply any connection with the Association.

General Meetings

16. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting or such other near date and at such time and place as the Council of Management shall determine. The Council of Management shall specify the meeting as being an Annual General Meeting in the notices calling it.

17. All members' meetings of the Association shall be called General Meetings.

18. The Council of Management may whenever they think fit convene a General Meeting. In seven members of the Association together notifying the Council of Management in writing have the power to convene a General Meeting.

19. A General Meeting shall be called by at least 14 clear days' notice unless the Act requires a longer notice period. In the case of special business the general nature of that business, shall be given in the manner hereinafter mentioned to such persons as are under these Articles or under the Act entitled to receive such notice from the Association. With consent of such proportion of the members entitled to receive notices as prescribed by the Act, a General Meeting may be convened by such notice as those members may think fit.

20. Whenever a General Meeting is adjourned for more than seven days, notice of the adjourned meeting shall be given in the same manner as for the original meeting except that the notice need be a three clear days' notice only and need not specify the nature of the business to be transacted.

21. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice shall not invalidate any resolution passed, or proceeding had, at any meeting.

Proceedings at General Meetings

22. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided three members present in person shall be a quorum.

23. If within half an hour of the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to another day and at another time and place as the Council of Management may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

24. At all General Meetings the Chair or in his absence, one of the members of the Council of Management present, other than the Chief Executive Officer who may not act as Chair, shall be elected to act as Chair of that meeting.

25. If at any meeting no member of the Council of Management is willing to act as Chair or if no member of the Council of Management is present 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chair of the meeting.

26. The Chair may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

27. At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chair, or by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting. Unless a poll be so demanded a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

28. If a poll is duly demanded it shall be taken in such manner as the Chair directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

29. In the case of an equality of votes whether on a show of hands or on a poll the Chair of the meeting at which the show of hand takes place or at which the poll is demanded shall not be entitled to a second or casting vote.

30. A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

Votes of Registered Members

31. Every member shall have one vote. On a poll votes may be given either personally or by proxy. Any such proxy shall be under the hand of the appointer.

32. No person shall act as a proxy unless he is entitled in his own right to be present and vote at the meeting at which he acts as proxy.

33. The instrument appointing a proxy shall be deposited at the Registered Office not less than twenty four hours before the time for holding the meeting in question and in default the instrument of proxy shall not be treated as valid.

34. An instrument appointing a proxy (which shall be deemed to confer authority to demand or join in demanding a poll) shall be in the following form or such other form as the Council of Management may from time to time approve:-

"I of being a member of the Tavistock Institute of Human Relations (the "Association") hereby appoint of or failing her of as my proxy to vote for me on my behalf at the General Meeting of the Association to be held on the agreed date, and at any adjournment thereof

Signed this day of ."

35. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Association at its Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

The Council of Management

36. The business of the Association including the business of the Institute shall be governed by the Council of Management who may exercise all the powers of the Association. The Council of Management shall consist of at least six Trustees and the Chief Executive Officer.

37. No person shall be eligible for election or co-option to the Council of Management who has been found guilty of an offence of theft or dishonesty or who has been declared bankrupt. If any member of the Council of Management has had his membership of the Association terminated or is for any reason expelled as a member of the Association his membership of the Council of Management shall thereby automatically cease.

38. Each member of the Council of Management shall retire after three years but shall be eligible for re-election. Notice shall also be given to all the members (other than a member of the Council of Management who is retiring) of who is recommended by the Council of Management for appointment or reappointment. A retiring member of the Council of Management shall retain his office until the dissolution or adjournment of the meeting at which his successor is elected or until it is resolved not to fill his place.

Disqualification and Removal of Trustees

39. The office of Trustee shall be vacated if:

(1) he ceases to be a Trustee by virtue of any provision of the Act or section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision) or he resigns or becomes prohibited by any other law from being a Trustee;

(2) he is disqualified under the Act from acting as a Trustee;

(3) he becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

(4) the Trustees reasonably believe he is suffering from mental or physical disorder and is incapable of acting and they resolve that he be removed from office;

(5) he or she resigns by notice to the Association (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

(6) he fails to attend three consecutive meetings of the Council of Management and it is resolved at a meeting of the Council of Management that he be removed for this reason;

(7) he ceases to be a member of the Association;

(8) at a general meeting of the Association, a resolution is passed that he be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views; or

(9) at a meeting of the Council of Management at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees.

40. If the Chair of the Council of Management desires to vacate to his office he shall send his resignation in writing to all members of the Council of Management. Any vacancy in the elected members of the Council of Management, whether arising from death, resignation, non-attendance, or otherwise, between the annual rotation of members of the Council of Management may be filled up at the meeting of the Council of Management next following that at which the vacancy is declared, and the term of office of any member so appointed shall be for the unexpired term of office of the member whose place he shall fill. Any vacancy in the Council of Management not so filled may be filled at the next Annual General Meeting.

Proceedings of the Council of Management

41. The Council of Management shall meet together and adjourn at such time and as often as is necessary for the proper conduct and discharge of the affairs of the Association. The Council of Management shall meet at least four times in every year. Matters arising at any Council of Management

Meeting shall be decided by a majority of votes. Each member present shall have one vote and in the case of an equality of votes the Chair of the meeting shall have a second or casting vote.

42. No alteration of the Articles of Association shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

43. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his appointment or that he was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

44. The Trustees may appoint one of their number to be the Chair and may at any time remove him from that office. The Council of Management may regulate its proceedings as it sees fit. The quorum necessary for the transaction of business of the Council of Management shall be three.

45. The members of the Council of Management may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the quorum stated in Article 44 the continuing members of the Council of Management may act for the purpose of increasing the number of members of the Council of Management so that there are sufficient number for a quorate meeting to be held.

46. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Association to any person or committee in accordance with the conditions set out in these Articles.

47. In the case of delegation to committees:

(1) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

(2) the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

(3) the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a chair;

(4) all delegations under this Article shall be variable or revocable at any time;

(5) the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and

(6) no committee shall knowingly incur expenditure or liability on behalf of the Association except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

48. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.

49. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

50. In the case of delegation of the day to day management of the Institute to the Chief Executive Officer or other manager or managers:

(1) the Chief Executive Officer shall report regularly to the Trustees on the activities undertaken in managing the Institute and provide them regularly with management accounts sufficient to explain the financial position of the Institute and the Association.

51. The Council of Management shall cause proper minutes to be made of the proceedings of all meetings of the Association and of the Council of Management and of any sub-committee of the Council of Management. A faithful record of the proceedings at all meetings of the Association shall be kept which shall be presented to the next meeting.

52. The Council of Management is the governing body of the Association, including the Institute, and the affairs of the Association, including the Institute, shall be managed by the Council of Management, who may pay all expenses incurred in promoting and registering the Association, and may exercise all such powers and pursue all such Objects of the Association as are not by the Act or by these Articles required to be exercised by the Association in General Meeting (subject nevertheless to the provisions of the Act and of these Articles).

53. The Council of Management may issue and publish rules and regulations and Codes of Conduct in respect of the matters for which these Articles expressly provide, and generally for the regulation (subject to these Articles) of the rights and obligations of members and for the better and more convenient management of the Association and the conduct of its affairs. Such regulations shall take effect at such time as the Council of Management shall decide.

54. The Council of Management shall have power to consider and decide all matters not provided for by these Articles.

Conflicts of interest

55. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting, and whenever a Trustee has an interest in another Association whose interests are reasonably likely to conflict with those of the Association in relation to a matter to be discussed at a meeting, he must:

- (1) declare an interest before discussion begins on the matter;
- (2) withdraw from that part of the meeting unless expressly invited to remain;
- (3) in the case of personal interests not be counted in the quorum for that part of the meeting; and
- (4) in the case of personal interests withdraw during the vote and have no vote on the matter

Indemnity

56. Subject to the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Association shall be indemnified out of the assets of the Association:

- (1) against all costs charges expenses or liabilities incurred by him:
 - (a) in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted; and
 - (b) in connection with any application in which relief from liability is granted to him by the court; where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Association.
- (2) against all costs, charges, losses, expenses or liabilities incurred by him in or in relation to the proper execution and discharge of his or her duties.

(3) The Trustees shall have power to resolve to effect indemnity insurance for the Trustees, despite their interest in such policy.

Accounts and Audit

57. (1) The Council of Management shall cause accounting records to be kept in accordance with the Act.

(2) True accounts shall be kept of the sums of money received and expended by the Association. Once at least in every year the accounts of the Association shall be examined by one or more properly qualified auditor or auditors.

Audit

58. Auditors shall be appointed and their duties regulated in accordance with the Act.

Fees

59. The Association may charge any fee or require any payments which may from time to time be thought proper for or in respect of the registration of members by the Association or any other services rendered or functions performed by the Association and any such fees or payments may be single or recurrent and either constant or variable and may be made payable in any manner and upon any conditions whatsoever.

Notices

60. Save where otherwise expressly required by these Articles:-

(1) a notice may be served by the Council of Management upon any member either personally or by means of an electronic communication as permitted by the Act or by sending it by prepaid first class post in a letter addressed to such member at his last registered address;

(2) a notice so sent through the post or by electronic communication shall be deemed to have been served on the day following that on which the letter containing the same was posted or electronic communication sent, and for overseas members in the case of a postal communication 10 days; and

(3) any notice, requisition or other document which is to be served on the Association or on the Council of Management or any officer thereof may be served by leaving it at the Registered Office of the Association at the same time informing a responsible officer of the Association that this has been done or by sending it by prepaid first class post in a letter addressed to the Secretary at the registered office of the Association.