



The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
British Grooms Association

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2014594/0001/001368286

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

Names and addresses of Subscribers

Jim Lowe
For and On behalf of
JL NOMINEES ONE LIMITED
1 Saville Chambers
North Street
Newcastle Upon Tyne
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Dated: 08/03/2007



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Articles of Association
of
British Grooms Association

(As adopted by a special resolution passed on 24 March 2016)

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1. **Company Name**

The Company's name is "BRITISH GROOMS ASSOCIATION".

2. **Objects**

- 2.1 The objects of the Company are to provide a national association for grooms in order to secure for them a definite and recognised status, to safeguard and advance their interests, to take such steps as may be deemed necessary to promote the interests of grooms in their professional life and to encourage the observance of proper professional conduct by members of the grooms profession.

3. **Powers**

In order to achieve any of the objects listed above the Company may:

- 3.1.1 hold conferences, workshops, seminars and meetings for the discussion of matters relevant to the members of the Company, the reading of papers and the delivery of lectures; publish copies or abridgements of papers, lectures, records and other memoranda; seek to instill a high standard of professional ability by such means as the issue of journals and newsletters, and generally to disseminate professional knowledge, with a view to improving and raising the status and standing of grooms generally and of members of the Company in particular;
- 3.1.2 form a library or libraries for the use of members and students;
- 3.1.3 establish and act as treasurer and distributor of any benevolent fund or funds which may be raised for the purpose of affording financial assistance to persons who are or have been members of the Company and to any of their partners, children or other dependants, and to make contributions out of the income of the Company from time to time to such benevolent fund or funds;
- 3.1.4 organise and support such social and other activities for members of the Company and their guests and provide facilities for members to meet both to conduct business and for social activities and to do all such things as shall (in the opinion of the Directors) be for the benefit of the members or any of them.
- 3.1.5 raise funds by any means, including raising subscriptions from members, obtaining donations and grants from any persons or organisations and the holding of money-raising events of any kind;
- 3.1.6 open and operate one or more bank accounts;
- 3.1.7 borrow money on such terms and giving such security (if any) as the Directors think fit; and for these purposes the Company may execute any type of mortgage, charge, debenture or security over the Company's property;
- 3.1.8 lend money and give credit to any person, company or organisation on such terms and on such security (if any) as the Directors think fit;
- 3.1.9 invest any of the Company's money that is not immediately required in such investments, securities or property as the Directors think fit (but subject to any conditions or consents that may be imposed by law);

- 3.1.10 acquire any land or buildings (whether freehold, leasehold or on licence) and any rights over or connected with any property; construct, maintain, improve, develop and alter any such land or buildings; sell, grant leases or licences over, dispose of, mortgage or turn to account any such land or buildings;
- 3.1.11 subject to Article 3, employ full-time and part-time officers and employees and contract for services to be provided by any person, or organisation; and pay wages, salaries and fees for any services rendered to the Company and make reasonable provision for paying pensions, superannuation, sickness, redundancy and other benefits and make reasonable provision for the welfare of officers and employees and their relatives and dependants;
- 3.1.12 engage solicitors, accountants and other professional advisers to advise and act for the Company and pay the fees and expenses of any such persons; pay the expenses of forming and registering the Company;
- 3.1.13 join or co-operate with any other organisation having objects similar to or compatible with those of the Company, and support any such organisation (including by making grants or loans), provided that organisation is not formed or established for the purposes of profit and provided its constitution prohibits the distribution of its income and property to at least as great an extent as is imposed on the Company by this memorandum;
- 3.1.14 do all such other things which are lawful and necessary or expedient for the promotion of the Company's objects.

4. **No Distribution of Assets**

- 4.1 The Company's income and property may be used only for the promotion of its objects and no part of the income or property may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member or members of the Company.

Nothing in this Article shall prevent the following payments provided they have been approved by a resolution of the Directors:

- (a) the payment in good faith of reasonable and proper remuneration to any Director, member, officer or employee of the Company for any goods or services rendered to the Company (excluding, in the case of a Director but not an Executive Director, the service of acting as Director and services performed under a contract of employment with the Company), provided the payment has been approved by the Directors;
- (b) the payment in good faith of interest at a reasonable and proper rate on any money lent to the Company by any Director, member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;
- (c) the payment in good faith of reasonable and proper rent for premises demised or let to the Company by any Director, member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;
- (d) any proper payment made in good faith to another company in which a Director has an interest, provided s/he does not hold more than 1 per cent of the capital of that other company, in which case the Director shall not (only by reason of such interest)

be bound to account for any share of the profits s/he may receive in respect of such payment.

5. **Limited Liability**

The liability of the members is limited.

6. **Members' Guarantee**

Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while s/he is a member or within one year after s/he ceases to be a member, for payment of the Company's debts and liabilities contracted before s/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 contributories themselves.

7. **Directors as members**

7.1 The Directors from time to time shall be the only members of the Company.

7.2 A Director shall become a member on becoming a Director. All new Directors are treated as having agreed to become members of the Company.

8. **Termination of membership**

8.1 A member shall cease to be a member if he or she ceases to be a Director.

8.2 Membership is not transferable and shall cease on death.

9. **Associate Members**

The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Company for the purposes of these articles or the Act.

10. **General Meetings**

10.1 The Directors may call a general meeting of the members at any time.

10.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

11. **Written Resolutions**

The members may pass written resolutions in accordance with the Companies Acts.

Appointment and Retirement of Directors

12. Directors

There shall be not less than four and not more than twelve Directors.

13. Appointment

- 13.1 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 17, may be appointed to be a Director by a decision of the Directors.

14. Terms of office

- 14.1 All Directors other than the Executive Director shall hold office for a term of three years, such term commencing at the time of his or her appointment and must retire at the end of three years. Subject to Article 15 retiring Directors shall be eligible for reappointment in accordance with Article 13.

15. Maximum term

In the ordinary course of business, a Director shall not serve more than three terms of office, unless the Directors resolve to allow a Director to serve more than three terms.

16. Transitional Provisions

Notwithstanding Article 14, a Director who is appointed prior to 24 March 2016 shall be entitled to remain as a Director for the remainder of his or her term of two years, after which if those Directors are reappointed their next term will be for three years and it will be as though that is their first term of office for the purpose of Article 14.

17. Disqualification and Removal of Directors

A Director shall cease to hold office if:

- 17.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 17.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 17.3 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 17.4 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least four Directors will remain in office when such resignation has taken effect);
- 17.5 he or she fails to attend the whole of three consecutive meetings of the Directors (whether in person or by such other means, including electronic means, as the Directors decide) and the Directors resolve that he or she be removed for this reason;
- 17.6 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed

unless he or she has been given at least 14 working 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 either (at his or her option) being heard by or of making written representations to the Directors; or

17.7 he or she ceases to be a member of the Company.

18. **Powers of Directors**

18.1 The business of the Company shall be managed by the Directors who may exercise all the powers of the Company, subject only to the provisions of the Companies Act, the memorandum and articles, to any Rules made in accordance with these articles and to any directions given by special resolution of the general meeting.

18.2 No alteration of the memorandum or articles and no Rule or direction shall invalidate any prior act of the Directors which would have been valid if that alteration or Rule had not been made or that direction had not been given.

18.3 In the exercise of their powers and in the management of the business and affairs of the Company generally the Directors must always be mindful of the fact that they are charity trustees within the definition of section 97 of the Charities Act 1993 as the persons having the general control and management of the administration of a charity.

19. **Advisory Board**

The Directors may establish an Advisory Board comprised of such persons as they think fit with instructions to advise the Directors in relation to the affairs of the Company. The Directors shall determine the composition, proceedings and remit of any such Advisory Board and the Directors shall have the power to disband the Advisory Board if and when they see fit. For the avoidance of doubt the members of the Advisory Board shall not be, or have the powers of, Directors or members of the Company.

20. **Delegation of day to day management powers**

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

20.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

20.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

20.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

21. **Appointment of Executive Director and Others**

21.1 The Directors may appoint an Executive Director and such managers and other employees and decide on their powers, duties and terms of service, provided that no Director other

than the Executive Director may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

- 21.2 The Directors may appoint any person to be the agent of the Company for any purpose and subject to any conditions imposed by them. The delegation may be in writing or by power of attorney. The delegation may permit the agent to delegate all or any of her/his powers.

22. **Directors' Expenses**

The Directors may be paid all actual travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings of the Company or otherwise in connection with the discharge of their duties.

23. **Directors' Meetings**

Subject to the provisions of the articles and any Rules, the Directors may regulate their meetings and procedures as they think fit.

24. **Calling Meetings**

- 24.1 Any two Directors may call a meeting of the Directors. The Secretary must call a meeting, if so requested by any two Directors.

25. **Voting**

- 25.1 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote.

26. **Quorum**

- 26.1 No business may be transacted at a meeting of the Directors unless a quorum is present. The quorum is any four Directors.
- 26.2 If at any time the number of Directors is less than the minimum number, the continuing Directors may continue to act, but if the number of Directors is less than the number fixed as the quorum, the continuing Directors (even if there is only one) may act for the purpose of filling vacancies or of calling a general meeting, but for no other purpose.

27. **Chairing of Directors' meetings**

- 27.1 The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

28. **Validity of Directors Acts**

- 28.1 All acts done by a meeting of the Directors, or of a committee of the Directors, or by a person acting as a Director shall, notwithstanding that it is later discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person

had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

29. Decisions without a meeting

29.1 The Directors may, in the circumstances outlined in this Article, make a majority decision without holding a Directors' meeting.

29.2 If:

29.2.1 A Director has become aware of a matter on which the Directors need to take a decision;

29.2.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision;

29.2.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

29.2.4 a majority of the Directors vote in favour of a particular decision on that matter,

a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held.

30. Declaration and Conflicts of Interests

30.1 Unless Article 30.2 applies, a Director must declare the nature and extent of:

30.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

30.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

30.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

31. Participation in Decision Making

If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

32. Secretary

If the Company is required by the provisions of the Act to have a Secretary, the Directors must appoint a Secretary to hold office for such term, at such remuneration (if any) and upon such conditions as they think fit. Any secretary so appointed may be removed by them.

33. **Auditors**

The Directors must ensure that the Company complies with the requirements of the Companies Act and any other statutory provision which applies to the Company with regard to the appointment of auditors and all provisions relating to the auditors' functions in relation to the Company.

34. **Minutes**

34.1 The Directors must ensure that minutes are made:

- (a) of all appointments of Directors and officers; and
- (b) of all general meetings and meetings of the Directors, including the names of the Directors present.

35. **The Company Seal**

The Directors may decide from time to time whether the Company shall have a seal. If the Company has a seal it may be used only with the authority of the Directors. The Directors must decide who is to sign any document issued under seal. Unless the Directors decide otherwise a document issued under seal must be signed by a Director and by the secretary or by any two Directors.

36. **Accounts**

The Company must keep such accounting records as are required by the Companies Act and any other statutory provisions which affect the Company. No person has any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the general meeting.

37. **Notices**

37.1 Subject to the Articles and the Companies Acts, any notice required to be given to or by the Company or any member or Director (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic means to an address supplied for that purpose by the person to whom the notice is required to be given.

37.2 Where a document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied using electronic means or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Acts (and not revoked that agreement). Where any other document or information is sent or supplied using electronic means or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

37.3 A member or Director present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

37.4 Where any document or information is sent or supplied by the to the members:

- 37.4.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 37.4.2 where it is sent or supplied by electronic means, it is deemed to have been received on the same day that it was sent;
- 37.4.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 37.5 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the that notices sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

38. **Indemnity**

- 38.1 Subject to the provisions of the Act, every Director, officer and auditor of the Company is to be indemnified out of the assets of the Company against any liability incurred by her/him in defending any proceedings (civil or criminal) in which judgment is given in her/his favour or in which s/he is acquitted or in connection with any application in which relief is granted to her/him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. This provision applies without prejudice to any other indemnity to which a Director may be entitled.
- 38.2 The Company may purchase and maintain for any Director, officer or auditor of the Company, insurance against any such liability as is referred to in section 310 (1) of the Act.

39. **Rules**

- 39.1 The Directors may from time to time make Rules for the proper conduct and management of the Company and all other matters which may properly be made the subject of such Rules.
- 39.2 Without prejudice to the generality of the above, the Rules may prescribe different classes of membership, and the rights, privileges and obligations of such classes, and may include Rules for the conduct of members, the use of the Company's assets and facilities, and the admission, suspension, expulsion and general regulation of members.
- 39.3 No Rule shall be inconsistent with the memorandum or articles of the Company or any provision of law.

40. **Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

41. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

42. **Distribution of Assets on Winding Up**

If, when the Company is wound up or dissolved, there remains any property whatsoever after all the debts and liabilities have been satisfied, that property may not be paid to or distributed among the members of the Company, but shall be given or transferred to some other organisation having objects similar to the objects of the Company or to some charitable institution or institutions, and which prohibit the distribution of income or property to at least as great an extent as is imposed on the Company by Article 4. The organisation, institution or institutions concerned shall be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such decision, then to some other charitable object.

43. **Interpretation**

43.1 In these regulations-

"the Act" and **"the Companies Act"** mean the Companies Act 2006 including any statutory amendment or re-enactment of it when in force.

"the articles" means these articles of association of the Company.

"executed" includes any mode of execution.

"electronic means" has the meaning respectively given to it in Section 1168 of the Companies Act 2006.

"office" means the registered office of the Company.

"Rules" means any Rules made by the general meeting in accordance with these articles.

"the seal" means the common seal of the Company.

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

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

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Companies Act but excluding any statutory modification thereof not in force when these regulations became binding on the Company.