



Articles of Association

Including: changes adopted by a special resolution passed at the annual general meeting held on 12 September 2016

Interpretation:

1. In these Articles:

'Act' means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

'Articles' means these Articles of Association of the Association;

'Association' means the company intended to be regulated by these Articles;

'CFOA Trustees' means the CFOA Board of Trustees of the Association;

'Chair of Trustees' means the chair of the CFOA Trustees;

'Clear Days' in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

'Memorandum' means the former Memorandum of Association of the Association (now forming part of these Articles as set out in the Schedule);

'NFCC' means the National Fire Chiefs Council;

'NFCC Chair' means the individual elected to the position of Chair of the National Fire Chiefs Council;

'Secretary' means the Secretary of the Association or any other person appointed to perform the duties of the Secretary of the Association including a joint, assistant or deputy Secretary;

'United Kingdom' means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;

'Vote' means a single vote on matters presented to the Association's Annual General Meeting;

Words importing the masculine gender only shall include the feminine gender; and

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

Members:

2. The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the provisions of Article 10 below shall be members of the Association.

Categories of membership

3. The Association shall consist of individual, past, honorary, professional partner, international and sector members.
4. The following persons shall be eligible to be individual members:
 - (a) Brigade managers, area managers and those who hold equivalent positions and who are employed by fire and rescue authorities in the United Kingdom;
 - (b) Those who temporarily have the rank of Area Manager and are expected to do so for a reasonable period of time can be admitted to membership at the discretion of the Secretary; and
 - (c) Others employed by a United Kingdom public sector fire and rescue services, who hold equivalent positions to 4 (a) and 4 (b), at the discretion of the Secretary

Each individual member shall be entitled to one vote.

5. Persons who have ceased to be individual members under the provisions of Articles 19 (a) and (b) shall be eligible to be past members. Past members shall not be entitled to vote.
6. Any United Kingdom public sector fire and rescue service is eligible to become a professional partner. A professional partner organisation shall not be entitled to a vote.
7. A private sector fire and rescue service within the United Kingdom may be eligible to be sector members. Sector members shall not be entitled to vote.
8. Persons whose activities in the management or development of fire fighting or fire prevention or development of the Association have merited such recognition shall be eligible to be appointed by the CFOA Trustees as honorary members. Honorary members shall not be entitled to vote.
9. Associations in other countries, which are kindred bodies to this Association with broadly equivalent standing and similar aims, may be admitted as international members at the discretion of the CFOA Trustees. CFOA Trustees International members shall not be entitled to vote.

Admission to membership

10. The CFOA Trustees shall determine procedures for admission of individual, past, international and sector members and may delegate the power to make decisions on applications for membership to a trustee or committee of trustees. The CFOA Trustees shall determine procedures for admission and may delegate these powers but shall not delegate the power to appoint honorary members.
11. Any applicant for membership who is refused admission to the Association may appeal against the decision by making representations in writing to the Secretary within seven days of the receipt of notification that the application has not been accepted for membership. The Secretary shall refer the appeal to the next meeting of the CFOA Trustees, whose decision shall be final.

12. As a condition of their membership, all members are expected to adhere to the principles of the Association which will be directed by the CFOA Trustees under the powers given by article 40.

Subscriptions

13. Individual membership may be paid by either;
- (a) Annual invoice by the relevant professional partner.
 - (b) Direct debit by the individual member.
14. An individual member shall pay on such date as the CFOA Trustees shall specify in each year an annual subscription for each category of membership as recommended by the CFOA Trustees and agreed at the annual general meeting preceding. A newly elected member shall pay one twelfth of the annual subscription for each month of membership, including the month of joining, within the subscription year.
15. An individual member, paying their subscription as outlined in Article 12 (b), who has not paid an annual subscription (or set up a valid direct debit instruction) within three months of joining shall be so advised in writing by the Secretary giving 14 days for payment to be made (or set up) after which time membership can be suspended. The individual member has the right to request a referral to the CFOA Trustees and this request must be received in writing by the Secretary within 14 days of the suspension date. After hearing the member the CFOA Trustees may remove that person from membership of the Association after the expiry of twenty-eight days' written notice of any such decision of the CFOA Trustees. The decision of the CFOA Trustees shall be final.
16. A past member shall pay a once only subscription of 50% of the ordinary annual subscription in force at the time the application for such membership is accepted.
17. The CFOA Trustees will determine the annual payment due from Professional Partners. Professional Partners shall pay the predetermined annual subscription before membership can commence. No refunds will be given for withdrawal from membership part way through the year. Membership will begin on the day of joining and run from that date until the end of that financial year.
18. Sector and international members shall pay the predetermined annual subscription before membership can commence. No refunds will be given for resignation part way through the year. Membership will begin on the day of joining and run from that date until the end of that financial year.

Termination of membership

19. Membership of the Association shall be terminated as follows:
- (a) By resignation, when the member shall give one calendar month's notice in writing to the Secretary of the Association, providing that after such resignation the number of members is not less than two.
 - (b) Upon retirement or termination of the member's employment with the applicable fire authority or public service, unless granted past membership.
 - (c) By decision of the CFOA Trustees in accordance with Article 15 above.
 - (d) By a decision of the CFOA Trustees that a member has brought the Association into disrepute.

General Meetings:

20. The Association shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the Association and that of the next. The annual general meeting shall be held within six months of the financial year end of the Association, and subject thereto the annual general meeting shall be held at such time and place as the CFOA Trustees shall appoint. All general meetings other than annual general meeting shall be called extraordinary general meetings. All members of the Association may attend general meetings.
21. The annual general meeting shall receive an annual report from the CFOA Trustees, receive the accounts of the Association, elect the auditors of the Association and fix their remuneration and consider such other matters as may be brought forward by the CFOA Trustees or by a notice of motion sent to the Secretary.
22. A notice of motion pursuant to Article 21 must be submitted to the Secretary at least twenty-eight days before the date of the annual general meeting or any extraordinary general meeting signed by not less than two members of the Association.
23. The CFOA Trustees may call general meetings at any time and shall call a general meeting when requested to do so by Members in accordance with the Act.

Notice of general meetings

24. All meetings shall be convened in writing by the Secretary after consultation with the chair of the CFOA Trustees and all members shall be given at least twenty-one Clear Days written notice of meetings. All notices shall state the place, date and time of the meeting and shall be accompanied by the agenda of the business for the meeting.
25. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

Proceedings at general meetings

26. No business shall be transacted at any meeting unless a quorum is present, either in person or by proxy. The quorum shall be one quarter of the ordinary members of the Association or ten ordinary members whichever is the greater.
27. The chair of the CFOA Trustees or in his absence some other trustee nominated by the CFOA Trustees shall preside as chair of the meeting, but if neither the chair of the CFOA Trustees nor such other trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting or willing to act as chair .the members present and entitled to vote shall choose one of their number to be chair.
28. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place.
29. When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

30. A meeting shall be dissolved if a quorum is not present within half an hour from the time appointed for the commencement of the meeting, but proceedings shall not be invalidated for want of a quorum arising after business has commenced.
31. The chair shall conduct the meeting in accordance with rules of debate that shall be determined by the CFOA Trustees and, subject thereto, shall have authority to rule on any matter of procedure.
32. In the event of an equality of votes, the chair of the meeting shall have an additional casting vote.
33. Voting on any question shall be by show of hands unless a ballot is demanded by two thirds of the members present and entitled to vote. A demand by a person as proxy for a member shall be the same as a demand by the member. In the event of a ballot being demanded, two scrutineers shall be appointed by the meeting who shall be responsible for the issue and collection of ballot papers and shall scrutinise and count the votes. The ballot shall be held at such time during the course of the meeting as the chair shall direct. The chair shall ensure that all who vote on a show of hands are entitled to do so and shall count, or supervise the counting, of the votes. The results of all voting, whether on a show of hands or a ballot, shall be declared to the meeting by the chair.

Votes of members

34.
 - (a) All individual members of the Association are entitled to vote on any question. Past, honorary, professional partner, sector and international members shall not be entitled to vote on any matter.
 - (b) On a show of hands every member who is present in person or by proxy shall have one vote and on a ballot votes may be given either personally or by proxy.
 - (c) The appointment of a proxy shall be in writing, signed by the appointing member and shall be in such form as the CFOA Trustees shall determine. To be valid a signed proxy form must be deposited at the registered office of the Association not less than 48 hours before the time for holding the meeting or adjourned meeting.
35. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

Trustees

36. The Association will be governed by the CFOA Trustees, which may set up such committees, sub-committees and task groups within its terms of reference.
37. The CFOA Trustees shall make rules not inconsistent with these Articles governing the appointment, organisation, duties and powers of committees, sub-committees and task groups.
38. The number of trustees shall not be more than ten (unless otherwise determined by ordinary resolution).
39. The CFOA Trustees shall comprise two independent trustees, one of whom will be the chair, elected in accordance with Article 44, three trustees from Fire Authorities appointed by Article 45, two co-opted Trustees appointed according to Article 46, one Trustee appointed by Article 47 and up to two other trustees appointed in accordance with Article 48.

Powers of trustees

40. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Association shall be managed by the CFOA Trustees who may exercise all the powers of the Association. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the CFOA Trustees, which would have been valid if that alteration had not been made or that direction had not been given.
41. The powers given by Article 40 shall not be limited by any special power given to the CFOA Trustees by the Articles and a meeting of the CFOA Trustees at which a quorum is present may exercise all the powers exercisable by the CFOA Trustees.
42. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the CFOA Trustees shall have the following powers, namely:
 - (a) To expend the funds of the Association in such manner as they shall consider most beneficial for the achievement of the objects of the Association and to invest in the name of the Association such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Association.
 - (b) To enter into contracts on behalf of the Association.
 - (c) To appoint one or more trustees to carry out specific functions.
 - (d) The trustees shall supervise and be responsible for all aspects of the management of the Association's headquarters and its related function.

Appointment of Trustees

43. All trustee appointments will be for a three year period with the potential to extend for a further three years.
44. The Chair of the Trustees and the independent trustee will be selected by the CFOA Trustees. The selection must be supported by at least 50% of the CFOA Trustees.
45. A trustee will be nominated from each of the three type of fire authorities; metropolitans (including London Fire Brigade), Combined and County Council. Each grouping of fire authority will be responsible for nominating a CFOA Individual Member to be their representative to the CFOA Trustees. The nomination should be confirmed in writing to the Secretary.
46. A co-opted trustee will represent Scotland and a co-opted trustee will represent Wales and it will be the responsibility of the Scottish Fire and Rescue Service and the Welsh Fire and Rescue Services to nominate their representative trustee. The nomination should be confirmed in writing to the Secretary.
47. One trustee will be appointed from the CFOA Individual membership but should not be a serving Chief Fire Officer. The selection process will be managed by the CFOA Trustees.
48. The CFOA Trustees shall be responsible for determining the selection process for any other trustees
49. The CFOA Trustees shall have authority to fill by appointment any trustee vacancy arising during the year and any person so appointed shall hold office until the next annual general meeting.

50. Any trustee of the Association may be removed from office and be replaced by another member by ordinary resolution of an extraordinary general meeting for such time as elapses between the date of the extraordinary general meeting and the next annual general meeting.
51. Subject to the provisions of the Act, the Charities Act 2011 and to Clause 5 of the Memorandum, the CFOA Trustees may appoint one or more of their number to any unremunerated executive office under the Association. Any such appointment may be made upon such terms as the CFOA Trustees determines.
52. Except to the extent permitted by Clause 5 of the Memorandum, no trustee shall take or hold any interest in the property belonging to the Association or receive remuneration or be interested otherwise than as a charity trustee in any other contract to which the Association is a party.

Disqualification and removal of trustees

53. A trustee shall cease to hold office if he:
 - (a) Ceases to be a trustee by virtue of any provision in the Act or is disqualified from acting as a charity trustee by virtue of Section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
 - (b) Becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
 - (c) Resigns his office by notice to the Association (but only if at least two trustees will remain in office when the notice of resignation is to take effect); or
 - (d) Is absent without the permission of the CFOA Trustees from all their meetings held within a period of six months and the CFOA Trustees resolves that his office be vacated.
 - (e) The trustee is found, in accordance with the Association's Disciplinary and Appeals Procedure, to have been in breach of the Code of Ethics to such an extent that membership of the Association is withdrawn (for any length of time).

Trustees' expenses

54. The trustees may be paid all reasonable travelling, hotel and other out of pocket expenses properly incurred by them in connection with their attendance at CFOA Trustees meetings or committees of the CFOA Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

Proceedings of the trustees

55. The CFOA Trustees shall meet not less than twice a year. Subject to the provisions of the Articles, the CFOA Trustees may regulate their proceedings as they think fit. A trustee may, and the Secretary at the request of a trustee shall, call a meeting of the CFOA Trustees. Questions arising at a meeting shall be decided by a majority vote. In the case of an equality of votes, the chair shall have a second or casting vote.
56. The quorum for the transaction of the business of the CFOA Trustees shall be one half of their number.
57. The CFOA Trustees may act notwithstanding any vacancies in their number, but, if the number of trustees is less than six, the continuing directors may act only for the purpose of filling vacancies or of calling a general meeting.

58. If the chair of the CFOA Trustees is not present within five minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be chair of the meeting.
59. A resolution in writing, signed by all the trustees entitled to receive notice of a CFOA Trustees meeting or of a committee meeting, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the trustees.
60. Any bank account in which any part of the assets of the Association is deposited shall be operated by the trustees and shall be held in the name of the Association.
61. The CFOA Trustees shall be responsible for preparing and reviewing the strategies of the Association, for formulating and executing its policies, for representing the Association to the outside world and for maintaining close and harmonious relationships with its members.
62. The CFOA Trustees shall submit an annual report of the Association's activities to the annual general meeting.
63. From time to time the CFOA Trustees may call for reports from any committee on matters falling within its terms of reference.
64. The CFOA Trustees may by resolution in each case, reserve to itself the power to take decisions on any specially sensitive or important matters.
65. Where formal matters of such urgency arise that they cannot await the next meeting of the CFOA Trustees they shall be dealt with by the chair of the CFOA Trustees in consultation with the appropriate officers.
66. From time to time as appropriate the CFOA Trustees shall issue guidance to members on adherence to the CFOA Code of Ethics and the maintenance of professional standards of conduct.

National Fire Chiefs Council

67. The CFOA Trustees will establish the National Fire Chiefs Council to manage the activities of the Association relating to operational policy and determine the NFCC's terms of reference, membership, funding and reporting arrangements.
68. For the avoidance of doubt the NFCC will have no legal personality of its own.
69. The NFCC will be responsible for establishing an annual work plan.
70. The CFOA Trustees may enter into an agreement with UK Fire and Rescue Services (or any number of them) to support the work of the NFCC.

National Fire Chiefs Council Chair

71. The role of the NFCC Chair will be determined by the CFOA Trustees from time to time and confirmed in writing in the form of a job description.
72. The NFCC Chair shall be elected by a ballot of individual members under rules to be determined and published by the CFOA Trustees.
73. The CFOA Trustees shall make arrangements to employ the NFCC Chair following their election on such terms and conditions as the CFOA Trustees determine.

74. The NFCC Chair will be accountable to the CFOA Trustees for the fulfilment of the role.

National / Regional Grouping

80. The Association shall be divided into national/geographical areas as may be determined from time to time by the annual general meeting and each member of the Association shall be a member of the national/geographical area within which he or she is employed.

81. Members from each national/geographical area may, in a manner determined by that national/geographical area meet to consider any matter that is appropriate to that national/geographical area.

Secretary

82. The Secretary shall provide support as appropriate to the processes of the Association. The Secretary shall be Secretary to the CFOA Trustees and any general meetings of the Association.

83. The Secretary shall prepare minutes and maintain records of all general meetings of the Association and the CFOA Trustees. The Secretary shall also obtain and preserve records of the minutes of all committees and sub-committees and shall ensure that all decisions recorded at such meetings remain available for reference and to assist in research and the determination of Association policy.

84. The Secretary shall maintain a record of all members of the Association, and shall report all applications for membership and resignations to the CFOA Trustees.

Accounts

85. The Secretary shall make arrangements to maintain proper accounting records for the transactions of the Association and as soon as practicable after the financial year end, each year shall prepare an income and expenditure account and the balance sheet for presentation to qualified auditors. After audit, the income and expenditure account and balance sheet shall be circulated to all members of the Association attending the annual general meeting.

86. Qualified auditors shall be engaged to audit the accounts of the Association. They shall be appointed or removed from office only by resolution of a general meeting of the Association.

87. The Secretary shall maintain bank and other investment accounts with bank(s) or similar organisations as decided by the CFOA Trustees from time to time.

88. An individual member of the Association may inspect the accounting records and register of members upon giving the Secretary fourteen days notice in writing.

Annual Report

89. The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the commissioners.

Annual Return

90. The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the commissioners.

Notices

91. Any notice to be given to or by any person pursuant to the Articles shall be in writing, to include electronic communication, except that a notice calling a meeting of the CFOA Trustees need not be in writing.
92. The Association may give any notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his registered address or by leaving it at that address or by electronic mail to the address specified by the member. A member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Association.
93. A member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and of the purposes for which it was called.
94. Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice sent by post shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted. A notice given personally or by electronic mail shall be deemed to be given on the day of delivery or transmission (as applicable).

Indemnity

95. Subject to the provisions of the Act every director or other officer of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

THE SCHEDULE REFERRED TO ABOVE

The Chief Fire Officers' Association

Provisions of the Memorandum of Association
which form part of the Articles of Association
pursuant to section 28 of the Companies Act 2006

1. The Company's name is 'The Chief Fire Officers' Association (and in this document it is called 'The Association').
2. The Association's registered office is to be situated in England and Wales.
3. The Association's objects (the 'Objects') are:
 - to lead, co-ordinate and support effective prevention, protection and emergency response – locally and nationally - to reduce the loss of life, personal injury and damage to property and the environment which can arise from fire, accident, major incidents and other emergencies
 - to support fire and rescue services in transforming their role to meet changing demands and resources for the benefit of the society;
 - to promote effective service delivery by working with partner organisations, governments and private sector bodies and the community; and
 - to maximise the effectiveness of the UK fire and rescue services in saving lives and increasing public safety by representing the professional voice of the United Kingdom's Fire and Rescue Services
4. In furtherance of the Objects but not otherwise the Association may exercise the following powers:
 - (a) To provide expert professional advice, leadership, research, informed comment and other services to the relevant bodies (including government departments and agencies) and to the Association's own members.
 - (b) To appoint advisers or representatives to other approved bodies which are relevant to the expertise and interests of the Association and its members.
 - (c) To provide advice to the CFBAC pensions sub committee (which operates for the UK as a whole). To nominate advisers to guide and support the Fire and Rescue Service work of the Local Government Association and in Scotland, the Convention of Scottish Local Authorities.
 - (d) To support the professional development of its membership through the provision of seminars, conferences and other training events.
 - (e) To appoint representatives to serve on committees and panels of the British Standards Institute, the Committee for European Norms and the International Standards Organisation to develop national and international standards on fire-related subjects. To appoint representatives to sit on any other relevant bodies, both European and International, which can either impact upon the fire and rescue service or provide opportunities for the Association to progress or support its policy objectives. To seek the most effective means of co-ordinating the fire and rescue service advice to the European Union institutions and in addition effectively to co-operate with kindred bodies internationally.

- (f) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate Bank accounts in the name of the Association.
- (g) To raise funds and to invite and receive contributions PROVIDED THAT in raising the funds the Association shall not undertake any substantial trading activities and shall conform to any relevant statutory regulations.
- (h) To acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property.
- (i) Subject to Clause 5 below to employ such staff, who shall not be trustees of the Association, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants.
- (j) To establish or support any charitable trusts, associations or institutions formed for all or any of the Objects.
- (k) To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them.
- (l) To pay out of the funds of the Association the costs, charges and expenses of any incidental to the formation and registration of the Association.
- (m) To accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the Objects and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate.
- (n) To borrow or raise money for the Objects on such terms and (with such consents as are required by law) on such security as may be thought fit.
- (o) To take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the Objects.
- (p) To invest the money of the Association not immediately required for its Objects in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed by law.
- (q) To make any charitable donation either in cash or assets for the furtherance of the Objects.
- (r) To insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from against all such risks incurred in the course of the performance of their duties as may be thought fit.
- (s) To do all such other lawful things as are necessary for the achievement of the Objects.
- (t) To provide indemnity insurance to cover the liability of the trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees knew to be a breach of trust or breach of duty or which was committed by the trustees in reckless disregard of whether it was a breach of trust or breach of duty or not

and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the trustees.

5. The income and property of the Association shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Association, and no trustee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or monies worth from the Association PROVIDED THAT nothing in this document shall prevent any payment in good faith by the Association:
 - (a) Of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf PROVIDED THAT at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion.
 - (b) Of reasonable and proper remuneration for any services rendered to the Association by any member, officer or servant of the Association who is not a trustee.
 - (c) Of interest on money lent by any member of the Association or trustee at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the trustees.
 - (d) Of fees, remuneration or other benefit in money or moneys worth to any company of which a trustee may also be a member holding no more than 1/100th part of the issued capital of that company.
 - (e) Of reasonable and proper rent of premises demised or let by any member of the Association or a trustee.
 - (f) To any trustee of reasonable out-of-pocket expenses.
 - (g) Of any premium in respect of any indemnity insurance to cover the liability of the trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees knew to be a breach of trust or breach of duty or which was committed by the trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the trustees.
6. The liability of the members is limited.
7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £10) to the Association's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Association's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up for the adjustment of the rights of the contributories among themselves.
8. If the Association is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Association by Clause 5 above, chosen by the members of the Association at or before the time of dissolution and if that cannot be done then to

some other charitable object. We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.