

**THE COMPANIES ACT 2006**

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**  
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**ARTICLES OF ASSOCIATION**

**OF**

**SPORTS MASSAGE ASSOCIATION LTD**

**THE COMPANIES ACT 2006**

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

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**ARTICLES OF ASSOCIATION  
OF  
SPORTS MESSAGE ASSOCIATION LTD  
(the "Association")**

**1. DEFINITIONS AND INTERPRETATION**

In these Articles:

- |     |   |   |
|-----|---|---|
| 1.1 | "the Act"   | means the Companies Act 2006 (as amended from time to time);  |
| 1.2 | "the Articles"  | means the articles of association, for the time being in force, of the Association;   |
| 1.3 | "Board"   | means the Board of Directors of the Association;  |
| 1.4 | "Director(s)"   | means any person or persons appointed to the Board as a director or directors of the Association;   |
| 1.5 | "Member"  | except where these Articles expressly provide otherwise, means a member of the Association for the purposes of section 112 of the Act and specifically excludes any other category of member defined in the Rules (and references to "membership" are to be construed accordingly"; and |
| 1.6 | "Rules"   | means any rules or byelaws made by the Directors pursuant to Article 35 from time to time.  |
| 1.7 | Expressions which refer to "writing" shall, unless the contrary intention appears, be construed as including without limitation references to printing, photography and other modes of representing or reproducing words or other works in a visible form and shall include (for the avoidance of doubt but without limitation) facsimile transmissions and e-mail. |   |
| 1.8 | 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 of the Act in force as at the date on which these Articles become binding on the Association.   |   |

- 1.9 The headings in these Articles shall not form part of them or in any manner affect the interpretation or construction of the same. Any reference in these Articles to the masculine shall where appropriate include the feminine and *vice versa*.

## **2. LIABILITY OF MEMBERS**

- 2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Association in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for
- (a) payment of the Association's debts and liabilities contracted before they cease to be a Member;
  - (b) payment of the costs, charges and expenses of winding up; and
  - (c) adjustment of the rights of the contributories among themselves.

## **3. APPLICATION FOR MEMBERSHIP**

- 3.1 No person shall become a Member unless:
- (a) that person has completed an application for membership in a form approved by the Board; and
  - (b) the Board has approved the application.

## **4. TERMINATION OF MEMBERSHIP**

- 4.1 A Member may withdraw from membership of the Association by giving seven days' notice to the Association in writing.
- 4.2 Membership is not transferable.
- 4.3 A person's membership terminates:
- (a) on that person's death (or in the case of a corporate Member, on its ceasing to exist);
  - (b) on that person's conviction on indictment of any criminal offence;
  - (c) on a bankruptcy order being made against that person;
  - (d) on a composition being made with that person's creditors generally in satisfaction of that person's debts; and
  - (e) on the occurrence, in the reasonable opinion of the Board, of any breach by that person of any provision of any Rules (including, without limitation, any failure to pay any applicable subscription fee by its due date) or the Association's Code of Ethics and Conduct.
- 4.4 The termination of a person's membership pursuant to Article 4.3 shall not, in itself preclude that person from reapplying for membership pursuant to Article 3.

## **5. DIRECTORS' GENERAL AUTHORITY**

- 5.1 Subject to the Articles, the management of the Association shall be entrusted to the Board, for which purpose the Board may exercise all the powers of the Association.
- 5.2 Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

## **6. DELEGATION BY DIRECTORS**

- 6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
- (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions,

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.

- 6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.

## **8. UNANIMOUS DECISIONS**

- 8.1 A decision of the Directors is taken in accordance with this Article 8 when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 8.2 Such a Decision may take the form of a resolution in writing signed by each eligible Director (whether or not each signs the same document) or to which each eligible Director has otherwise indicated agreement in writing.
- 8.3 References in the Articles to eligible Directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of that particular matter).
- 8.4 A decision may not be taken in accordance with this Article 8 if the eligible Directors would not have formed a quorum at such a meeting.

## **9. CALLING A DIRECTORS' MEETING**

- 9.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 9.2 Notice of any Directors' meeting must indicate:
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a Directors' meeting need not be in writing and may be sent electronically (including via email) but must be given to each Director who has not waived their entitlement to notice of that meeting.
- 9.4 The Board shall meet at least 4 times in every year to arrange the affairs of the Association. Minutes shall be taken of all the proceedings of the Board and shall be open to the inspection of any Member on application to the Board.

## **10. PARTICIPATION IN DIRECTORS' MEETINGS**

- 10.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 10.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. If the Directors cannot (or do not) decide on where such a meeting of the Board is deemed to have taken place, it will be where the largest number of Directors was physically present (or, failing that, where the chair of the meeting was located).

## **11. QUORUM FOR DIRECTORS' MEETINGS**

- 11.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it is three.
- 11.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- (a) to appoint further Directors; or

- (b) to call a general meeting so as to enable the Members to appoint further Directors.

**12. CHAIRING OF DIRECTORS' MEETINGS**

- 12.1 The Directors may appoint a Director to chair their meetings.
- 12.2 The person so appointed for the time being is known as the chair.
- 12.3 The Directors may terminate the chair's appointment at any time.
- 12.4 If no Director has been appointed chair, or the chair is unwilling to chair the meeting or is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

**13. CASTING VOTE**

- 13.1 If the numbers of votes for and against a proposal are equal, the chair or other Director chairing the meeting has a casting vote.
- 13.2 But this does not apply if, in accordance with the Articles, the chair or other Director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

**14. DIRECTOR'S INTERESTS**

Without prejudice to such disclosure as is required under the Act, a Director may be a party to, or otherwise interested in, any transaction or arrangement with the Association and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which they have, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company.

**15. APPOINTMENT OF DIRECTORS**

- 15.1 A person who is not a Member may not be a Director (and the termination of a person's membership shall have the effect of simultaneously terminating that person's appointment as a Director).
- 15.2 Due to the inherent conflict(s) of interest that would or could otherwise arise:
  - (a) owners/shareholders of sports massage schools and other such provider organisations; and
  - (b) at the discretion of the Board, persons who are otherwise involved (in whatever capacity) in the management, operation or administration of sports massage schools and other such provider organisations,may not (in either case) be Directors.
- 15.3 Subject to Articles 15.1 and 15.2, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
  - (a) by ordinary resolution; or
  - (b) by a decision of the Directors.

## **16. TERMINATION OF A DIRECTOR'S APPOINTMENT**

16.1 A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (e) the other Directors unanimously decide to remove that Director, for any reason and at their discretion;
- (f) notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (g) they are otherwise duly removed from office.

16.2 If a person who is providing any executive services to the Association ceases to be a Director, he or she shall automatically cease providing those services when he or she ceases to be a Director.

## **17. RESERVED MATTERS**

17.1 The Association shall only be obliged to observe and perform its obligations under this Article 17 to the extent that it is permitted by law to do so.

17.2 The Association shall not do or agree to do, and each Member (in his or her capacity as a Member, Director or both) shall exercise such Member's rights to procure that the Association does not do or agree to do, any of the following without the prior written consent of more than 50% of the Directors:

- (a) make or permit any material change in the nature or scope of its business or activities;
- (b) grant or enter into any licence, agreement or arrangement concerning any part of the name or trading names of the Association or the goodwill attaching to the same or any other part of the Association's intellectual property;
- (c) otherwise than in the ordinary course of the Association's business or activities, sell, lease, transfer, license or otherwise dispose of or purchase, lease, license or otherwise acquire any assets, businesses or undertakings (or any interest therein) whether by a single transaction or by a series of transactions (related or not);
- (d) incorporate or liquidate any subsidiary undertaking or effect any hive-up or hive-down or any group reorganisation;
- (e) acquire or dispose of any asset or provide or receive any service otherwise than at market value and on an arm's-length basis;

- (f) enter into or make itself liable for any capital commitment (whether by way of purchase, lease, hire purchase or otherwise) which exceeds £5,000 (exclusive of VAT) on an individual basis or would, when aggregated with all such other commitments entered into by the Company in that financial year, result in the aggregate of all such commitments exceeding £10,000 (exclusive of VAT);
- (g) form, enter into, terminate or withdraw from any partnership, consortium, joint venture or any other incorporated or unincorporated association;
- (h) make, increase or extend any loan or advance or grant any credit to anyone whomsoever (other than advances made to employees against expenses properly incurred by them on the Association's behalf);
- (i) grant, create or allow to arise any charge, security, lien or encumbrance over any of its assets (other than charges arising by operation of law in the ordinary course of the Association's business or activities);
- (j) borrow any monies or incur any indebtedness or other liability other than trade credit in the ordinary course of the Association's business or activities (up to a maximum £5,000 in any financial year);
- (k) in any financial year, pay an aggregate sum exceeding 50% of its annual income for that financial year to its employees and Directors as a whole (including pension contributions and the value of non-cash benefits);
- (l) establish any, or vary any existing, bonus, profit sharing or other incentive scheme for Directors and/or employees of the Association;
- (m) enter into any transaction of whatsoever nature with or for the benefit of, or make any payment (other than bona fide remuneration for services rendered) to, any Member or any person connected with any Member or repay to any Member or any such connected person any loan outstanding from time to time from the Association prior to its due date for repayment;
- (n) amend, vary or waive any of the provisions of, or enter into, materially breach, fail to enforce or terminate (or give notice to terminate) any employment arrangements of any person;
- (o) establish or vary the terms of any pension or life insurance scheme;
- (p) acquire or dispose of any freehold or leasehold property, grant or surrender a lease in respect of such property or take or omit to take any action which could prejudice the continuation of any such lease; or
- (q) commence, discontinue or settle any litigation or arbitration proceedings.

## **18. DIRECTORS' REMUNERATION AND EXPENSES**

18.1 Directors may undertake any services for the company that the Directors decide.

18.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Association as Directors; and
- (b) for any other service which they undertake for the Association.



- 18.3 Subject to the Articles, a Director's remuneration may:
- (a) take any form; and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 18.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 18.5 The Association may pay any reasonable expenses which the Directors (and any alternate Directors or company secretary) properly incur in connection with their attendance at:
- (a) meetings of Directors or committees of Directors; or
  - (b) general meetings;
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Association.

**19. ANNUAL GENERAL MEETINGS**

- 19.1 Annual General Meetings of the Association shall be held once in each calendar year, on a date and at a time to be fixed by the Board, for the following purposes:
- (a) to receive from the Board a report, balance sheet and statement of accounts for the preceding financial year and an estimate of the receipts and expenditure for the current financial year; and
  - (b) to decide on any resolution which may be submitted to the Annual General Meeting in the manner provided below.

**20. NOTICES OF BUSINESS**

Any Member desirous of moving any resolution at any Annual General Meeting of the Association shall give notice in writing to the Board not less than 42 days before the date appointed for the holding of that Annual General Meeting.

**21. SPECIAL GENERAL MEETINGS**

The Board may, at any time and for any purpose, call a Special General Meeting, and shall do so immediately upon the requisition in writing of any 25 Members, or one-fifth of the total number of Members, entitled to vote at any such Special General Meeting (whichever number is the lesser) stating the purposes for which the Special General Meeting is required.

**22. CONVENING GENERAL MEETINGS**

At least twenty-one (21) days before any Annual General Meeting of the Association, a written notice of such meeting, and of the business to be transacted at such meeting, shall be sent by the Board to every Member, and no business other than that of which notice has been so given shall be brought forward at such meeting.

**23. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 23.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 23.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 23.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 23.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 23.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **24. QUORUM FOR GENERAL MEETINGS**

- 24.1 Subject to Article 26.1, the quorum for all general meetings of the Association is at least 12 Members present (in person or by proxy).
- 24.2 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

#### **25. CHAIRING GENERAL MEETINGS**

- 25.1 If the Directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.
- 25.2 If the Directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Directors present; or
  - (b) (if no Directors are present), the meeting,
- must appoint a Member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- 25.3 The person chairing a meeting in accordance with this Article 25 is referred to as 'the chair of the meeting'.

#### **26. ADJOURNMENT**

- 26.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a

quorum ceases to be present, if the meeting was convened by the Members, the meeting shall be dissolved and, in any other case, the chair of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.

- 26.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
  - (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 26.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 26.4 When adjourning a general meeting, the chair of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 26.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the company's general meetings is required to be given; and
  - (b) containing the same information which such notice is required to contain.

## **27. VOTING AT GENERAL MEETINGS**

- 27.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 27.2 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 27.3 Any such objection must be referred to the chair of the meeting, whose decision is final.
- 27.4 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 27.5 A poll on a resolution may be demanded by:
- (a) the chair of the meeting;

- (b) the Directors;
  - (c) any qualifying person (as defined in section 318 of the Act) present and entitled to vote on the resolution.
- 27.6 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
  - (b) the chair of the meeting consents to the withdrawal.
- 27.7 A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 27.8 Polls must be taken immediately and in such manner as the chair of the meeting directs.

## **28. CONTENT OF PROXY NOTICES**

- 28.1 Proxies may only validly be appointed by a notice in writing (a proxy notice) which:
- (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - (d) is delivered to the Association in accordance with the Articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the Directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).
- 28.2 The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 28.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Association shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
- 28.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Member entitled to vote on the resolution and:
- (a) has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it; or

- (b) has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution,

the proxy is entitled to one vote for and one vote against the resolution.

28.5 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **29. DELIVERY OF PROXY NOTICES**

29.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.

29.2 An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

29.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

29.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **30. AMENDMENTS TO RESOLUTIONS**

30.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Association in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

30.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

30.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

**31. FINANCIAL YEAR**

The financial year of the Association shall end on 31 March in each year, to which day the accounts of the Association shall be balanced.

**32. DIVIDENDS AND OTHER DISTRIBUTIONS**

32.1 The Association shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the Members except on a winding up, provided that nothing contained in these Articles shall prevent the payment in good faith by the Association:

- (a) of reasonable and proper fees or other remuneration to any officers or employees of the Association, to any contractors engaged by the Association or to any Member or other person, in return for any services actually rendered or products actually supplied to the Association;
- (b) of interest at a yearly rate not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank selected by the Board or 3% (whichever is the lower) on money borrowed from a Member;
- (c) of a reasonable and proper rent for any premises demised or let by any Member or any Director for the benefit of (or otherwise on behalf of) the Association; and
- (d) of out-of-pocket expenses to any member of the Board,

nor prevent the free distribution among, or sale at a discount to, Members of any products, books, forms, or other publications (whether published or issued by the Association or otherwise) relating to any of the activities of the Association.

**33. NOTICES**

A notice may be served by the Association upon any Member either personally or by sending it through the post in a pre-paid letter addressed to him at the place of business, residence or postal address notified by him or her to the Association, or by sending it by e-mail to the e-mail address notified by him or her to the Association, in accordance with Article 30. Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the notice would be delivered in the ordinary course of post. Any notice, if served by e-mail, will be deemed to have been served at the time of successful transmission of the relevant e-mail. A certificate signed by a Director, or the person employed to post such notice or send such notice by e-mail, shall be conclusive evidence of the notice having been duly posted or sent by e-mail (as applicable).

**34. MEMBERS' ADDRESSES**

Every Member shall from time to time notify the Association of a place of business or residence as his or her postal address, and/or of his or her e-mail address, any of which may be used by the Association for the purpose of serving notice(s) on that Member in accordance with Article 33 above. It will be the responsibility of each Member to notify the Association of any changes to his or her place of business or residence, postal address or e-mail address (as applicable).

**35. RULES OR BYELAWS**

- 35.1 In this Article 35, references to "members" and "membership" are to the different categories of members and membership defined in the Rules and are not references to membership for the purposes of section 112 of the Act.
- 35.2 The Board may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Association and for the purposes of prescribing classes of and conditions of membership, and in particular, but without prejudice to the generality of the above, it may by such rules or byelaws regulate:
- (a) the admission and classification of members, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the administration fees, subscriptions and other fees or payments to be made by members;
  - (b) the conduct of members in relation to one another, and in relation to the Association's employees (if any), from time to time;
  - (c) the setting aside of the whole or any part or parts of the Association's premises (if any) at any particular time or times or for any particular purpose or purposes; and
  - (d) generally all such matters as are commonly the subject matter of the rules of any companies, institutions, societies or associations whose activities are altogether or mainly similar to those of the Association.
- 35.3 The Association in General Meeting shall have the power to alter or repeal the Rules and make additions to them, and the Association shall adopt such means as it deems sufficient to bring to the notice of the members of the Association all such Rules, which so long as they shall be in force, shall be binding on all members of the Association provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.

## **36. INDEMNITY**

Every Director or other officer of the Association shall be entitled to be indemnified out of the assets of the Association against all such losses and liabilities as are mentioned in the applicable provisions of the Act which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Association in the proper execution of the duties of his or her office or in relation thereto. But this Article 36 shall only have effect insofar as its provisions are not contrary to the Act or any re-enactment or statutory modification thereof.

## **37. INSURANCE**

- 37.1 The Directors may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant officer in respect of any relevant loss.
- 37.2 In Article 37.1, a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Association.