

## **THE COMPANIES ACT 2006**

### **PRIVATE COMPANY LIMITED BY GUARANTEE**

### **AND NOT HAVING A SHARE CAPITAL**

## **ARTICLES OF ASSOCIATION OF VISUAL LANGUAGE PROFESSIONALS LTD**

### **COMPANY NAME**

1. The Company's name is "Visual Language Professionals Ltd" ('the Company').

### **OBJECTS AND POWERS**

2. The objects of the Company are:-

(a) to support registered regulated communication and language professionals based in England, Scotland, Wales and Northern Ireland;

(b) to gather the views of members;

(c) to attend any relevant meetings and represent its members;

(d) to liaise with any other organisations to further the status and reputation of communication and language professionals;

(e) to promote high standards of communication and language professionals;

(f) to encourage good practice;

(g) to offer products and services to members;

(h) to offer Continuous Professional Development opportunities to members and to organise conferences; and

(i) to do anything which may be incidental or conducive to these objects.

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

(a) 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;

(b) open and operate one or more bank accounts;

(c) borrow money on such terms and giving such security (if any) as the Management Committee thinks fit; and for these purposes the Company may execute any type of mortgage, charge, debenture or security over the Company's property;

(d) lend money and give credit to any person, company or organisation on such terms and on such security (if any) as the Management Committee thinks fit;

(e) invest any of the Company's money that is not immediately required in such investments, securities or property as the Management Committee thinks fit (but subject to any conditions or consents that may be imposed by law);

(f) 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;

(g) subject to the provisions of these Articles, 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;

(h) 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;

(i) 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 these Articles;

(j) do all such other things which are lawful and necessary or expedient for the promotion of the Company's objects.

## **NO DISTRIBUTION OF ASSETS**

4. 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 clause shall prevent:

(a) the payment in good faith of reasonable and proper remuneration to any Member of the Management Committee, member, officer or employee of the Company (either in such capacity or otherwise) for any services rendered to the Company, or the reimbursement of reasonable and proper out-of-pocket expenses incurred by any such person;

(b) the payment in good faith of interest at a reasonable and proper rate on any money lent to the Company by any 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 member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;

(d) any reasonable and proper payment made in good faith to another company in which a Member of the Management Committee has an interest, in which case the Member of the Management Committee 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.

## **LIMITED LIABILITY**

5. The liability of the members is limited.

## **MEMBERS' GUARANTEE**

6. 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.

## **DISTRIBUTION OF ASSETS ON WINDING UP**

7. 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 one or more organisations which have objects which are similar to or compatible with the objects of the Company, and which prohibit the distribution of income or property to at least as great an extent as is imposed on the Company by these Articles. The organisation(s) concerned shall be decided 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 charitable object.

## **MEMBERS**

8. (a) The subscribers to the memorandum of association are the first members of the Company.

(b) Membership shall be open to:

(i) Registered/Regulated Qualified British Sign Language Interpreters;

(ii) Registered/Regulated Trainee British Sign Language Interpreters;

(iii) Registered/Regulated Lipspeakers (L3);

(iv) Registered/Regulated Deafblind Interpreters (L3);

(v) Registered/Regulated Deaf Interpreters (NVQ6);

(vi) Registered/Regulated British Sign Language Translators (NVQ6);  
and

(vii) such other persons who, in the opinion of the Management Committee, are eligible to occupy such honorary or other equivalent category of membership as may exist from time to time,

provided that no person may be admitted as a member of the Company unless they support the objects of the Company and are approved by the Management Committee.

(c) A person who wishes to become a member must deliver to the Company an application form containing such information as the Management Committee requires.

## **CLASSES OF MEMBERS**

9. (a) The Management Committee may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.  
  
(b) The Management Committee may not directly or indirectly alter the rights or obligations attached to a class of membership.  
  
(c) The rights attached to a class of membership may only be varied if:
  - (i) three-quarters of the members of that class consent in writing to the variation; or
  - (ii) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.  
(d) The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

## **RESIGNATION OF MEMBERS**

10. A member may at any time resign from membership of the Company by giving written notice. Membership is not transferable to any other person or organisation.

## **SUBSCRIPTIONS**

11. (a) The Management Committee may make Rules for the payment of joining fees and/or subscriptions by members. The Rules may specify the amount of the fees or subscriptions, the method of payment and collection and all other arrangements. The Rules may be altered from time to time by the general meeting. If there are different classes of members, the Rules may specify that different amounts of fees or subscriptions and different arrangements for their collection apply to different classes.  
  
(b) Every member must pay to the Company any fees or subscriptions which are payable under the Rules.  
  
(c) If a member fails to pay a fee or subscription within three months after it became due s/he is then no longer a member of the Company. On payment of all arrears of fees or subscriptions which became due while s/he was a member s/he may (subject to any Rules of the Company) apply to be re-admitted as a member.

## **GENERAL MEETINGS**

12. The Management Committee must call General Meetings in accordance with these articles. The following provisions shall apply to all General Meetings unless the members resolve otherwise.
13. The Management Committee may call General Meetings whenever it thinks fit.

## **MEMBERS' RIGHT TO REQUISITION MEETINGS**

14. The Management Committee must convene a General Meeting if one is requisitioned by members in accordance with the provisions of the Act.

## **NOTICE OF GENERAL MEETINGS**

15. Subject to the provisions for meetings being held on short notice in article 16 below not less than 14 clear days' notice is required to call a General Meeting.
16. A General Meeting may be called on short notice if this is agreed in writing by ninety percent of the members who are entitled to attend and vote at the meeting.
17. (a) A notice calling a general meeting must be in writing and must specify the date, time and place of the meeting and the general nature of the business to be transacted.  
  
(b) If any special or extraordinary resolution is to be proposed, the exact wording of that resolution must be stated in the notice.  
  
(c) The notice must be given to all the members who are entitled to attend the meeting and to the Management Committee and the auditors (if any).

## **QUORUM AT GENERAL MEETINGS**

18. (a) No business may be transacted at any general meeting unless a quorum is present. The quorum is one-third of the total number of persons who are entitled to attend and vote.  
  
(b) The persons who are entitled to attend and vote are:
  - (i) any member who has voting rights;
  - (ii) any representative of a corporate member; and
  - (iii) any proxy for a member.

A member, corporate representative or proxy who is not entitled to vote on the business to be transacted does not count as part of the quorum while that business is being transacted.

19. If a quorum is not present within half an hour after the time for the start of the meeting, or if during a meeting a quorum ceases to be present, the meeting must be adjourned to such reasonable time and place as the Management Committee decides.

### **CHAIRING THE MEETING**

20. The Chairperson shall chair any general meeting at which s/he is present. If the Company does not have a Chairperson, or the Chairperson is absent, then the Management Committee shall nominate a Member of the Management Committee to chair the meeting. If no Member of the Management Committee is present within fifteen minutes after the time for the start of the meeting, or if no Member of the Management Committee is willing to act, the members present shall elect one of their number to chair the meeting.

### **ADJOURNMENT**

21. A general meeting may be adjourned by an ordinary resolution. No business may be transacted at an adjourned meeting except business which might properly have been transacted at the original meeting. If a meeting is adjourned for fourteen days or more, at least seven days' notice of the adjourned meeting must be given. Otherwise no notice of an adjourned meeting need be given. Notice of an adjourned meeting must be given in the same manner and contain the same information as the notice of any other general meeting.

### **VOTING**

22. (a) A resolution put to the vote of meeting shall be decided on a show of hands unless a poll is duly demanded.

(b) A poll may be demanded by the chairperson or by any two voting members. A demand by a proxy is as valid as a demand by the member who appointed the proxy. The demand for a poll must be made not later than the declaration of the result of the vote on a show of hands.

(c) If a poll is demanded, it must be taken in accordance with any Rules made by the Company in accordance with these articles or, if there are no Rules which apply, in such manner as the chairperson directs.

23. A poll demanded on the election of a chairperson or on a question of adjournment must be taken straight away. A poll demanded on any other question must be taken either straight away or at such time and place as the chairperson directs, provided this is not more than thirty days after the poll is demanded.

24. No notice need be given of a poll not taken straight away if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

### **CHAIRPERSON'S CASTING VOTE**

25. For the avoidance of doubt, the Chairperson (regardless of whether s/he is a member of the Company) shall not have any second or casting vote on any resolution at a general meeting.

### **WRITTEN RESOLUTIONS**

26. A resolution in writing passed in accordance with the Act is as valid and effective as if it had been passed at a general meeting.

### **VOTING RIGHTS**

27. Subject to article 9, every member of the Company shall have one vote on any resolution of the members.

28. No objection as to the qualification of any voter may be raised except at the meeting at which that vote is tendered. The chairperson's decision as to any objection is final.

### **PROXIES**

29. (a) Every member who is entitled to attend and vote at a meeting of the Company may, by notice in writing, appoint a proxy to attend on her/his behalf. A proxy need not be a member of the Company.

(b) The notice appointing a proxy must be signed by the member appointing the proxy and may be in any usual or common form. It may be presented to the Company at its registered office or to the chairperson of the meeting at any time up to the start of the general meeting for which the appointment is made. The member appointing the proxy may withdraw the appointment.

### **THE MANAGEMENT COMMITTEE**

30. There shall be not less than one Member of the Management Committee, but (subject to the provisions of these articles and unless otherwise determined by ordinary resolution) the membership of the Management Committee shall not be subject to any numerical maximum.



## **APPOINTMENT AND RETIREMENT OF THE MANAGEMENT COMMITTEE**

### **Named Directors (appointed on incorporation or by the Management Committee)**

31. (a) The Management Committee shall contain among its number a maximum of five Members of the Management Committee who are known as (and hereinafter referred to as) 'Named Directors', who shall between them occupy the positions of Chairperson, Secretary, Finance Director, Communications Director and Commercial Director.
- (b) The first Named Directors shall be those persons notified to Companies House as the first Directors of the Company.
- (c) Named Directors shall stay in office until such time as they retire or are removed or otherwise cease to be a Member of the Management Committee in accordance with these articles.
- (d) When a Named Director ceases to occupy such position, the Management Committee may appoint a person (including an existing Member of the Management Committee) who is willing to act to be a Named Director to occupy any vacancy as may be created as a result of such cessation.

### **Elected Members of the Management Committee (elected by ordinary resolution)**

32. (a) The Management Committee may contain among its number, in addition to any Members of the Management Committee who are in office by virtue of being Named Directors, a maximum of four Members of the Management Committee who are elected to such position by ordinary resolution (such persons hereinafter referred to as 'Elected Members of the Management Committee').
- (b) Subject to the provisions of these articles, the Company may by ordinary resolution appoint a person who is willing to act to be an Elected Member of the Management Committee, provided that such appointment shall cease on a date fixed by the Management Committee (which shall be not later than three years from the date on which the appointment is deemed to be made).
- (c) For the avoidance of doubt, a retiring Member of the Management Committee shall be eligible for re-election under the provisions of this article 32 on the cessation of his or her period of office.
33. (a) No person may be appointed or reappointed as an Elected Member of the Management Committee at any general meeting unless:
- (i) s/he is recommended by the Management Committee; or
  - (ii) not less than fourteen clear days before the date of the meeting a written nomination signed by a voting member and a notice in writing signed by the proposed candidate has been given to the Company.

(b) Not less than seven clear days before the date of the meeting notice must be given to all who are entitled to notice of the meeting of every person who is recommended by the Management Committee or nominated in accordance with the above provisions for appointment or reappointment as a Member of the Management Committee at the meeting.

### **Co-option of additional Members of the Management Committee by the Management Committee**

34. Notwithstanding the provisions above, the Management Committee may appoint a person who is willing to act to be a Member of the Management Committee (but who shall not, for the purposes of these articles and for the avoidance of doubt, be either a Named Director nor an Elected Member of the Management Committee), provided that the appointment does not cause the membership of the Management Committee to exceed any number which may be set as its aggregate maximum. A Member of the Management Committee so appointed may only hold office for a period of one calendar year from the date of such appointment, but neither their holding of such office nor their retirement from it shall render them ineligible for reappointment to the Management Committee via any means set out in these articles.

### **DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE MANAGEMENT COMMITTEE**

35. The Company may by ordinary resolution remove any Member of the Management Committee before the expiration of her/his period of office.

36. A person ceases to be a Member of the Management Committee if:

- (a) s/he ceases to be a Member of the Management Committee by virtue of any provision of the Companies Act or becomes prohibited by law from being a director of a company; or
- (b) s/he becomes bankrupt or makes any arrangement or composition with her/his creditors generally; or
- (c) s/he resigns by notice to the Company; or
- (d) s/he has been absent from meetings of the Management Committee for more than six consecutive months and the Management Committee resolves that s/he ceases to be a Member of the Management Committee.

### **POWERS OF THE MANAGEMENT COMMITTEE**

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

38. No alteration of these Articles and no Rule or direction shall invalidate any prior act of the Management Committee which would have been valid if that alteration or Rule had not been made or that direction had not been given.

### **DELEGATION OF POWERS**

39. The Management Committee may delegate to any one or more Members of the Management Committee the transaction of any business or the performance of any act required to be transacted or performed and must ensure that all their acts and proceedings are fully and promptly reported to them.

### **APPOINTMENT OF MANAGERS AND AGENTS**

40. (a) The Management Committee may appoint managers and other employees and decide on their powers, duties and terms of service.

(b) The Management Committee 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.

### **MANAGEMENT COMMITTEE EXPENSES**

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

### **MEETINGS OF THE MANAGEMENT COMMITTEE**

42. Subject to the provisions of the articles and any Rules, the Management Committee may regulate its meetings and procedures as it thinks fit.

#### **Calling Meetings**

43. Any Member of the Management Committee may call a meeting of the Management Committee.

#### **Voting**

44. 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.

## **Quorum**

45. No business may be transacted at a meeting of the Management Committee unless a quorum is present. The quorum is a simple majority of the total number of Members of the Management Committee in office at the time.

46. If at any time the number of Members of the Management Committee is less than the minimum number, the continuing Members of the Management Committee may continue to act, but if the number of Members of the Management Committee is less than the number fixed as the quorum, the continuing Members of the Management Committee (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.

## **Chairperson**

47. The Management Committee may appoint one of its number to be Chairperson of the Company and may at any time replace her/him with another Member of the Management Committee.

48. The Chairperson presides at every meeting of the Management Committee at which s/he is present. If s/he is not present within five minutes after the time for the start of the meeting, the Members of the Management Committee present may appoint one of their number to chair the meeting.

## **Validity of Acts of the Management Committee**

49. All acts done by a meeting of the Management Committee, or of a sub-committee of the Management Committee, or by a person acting as a Member of the Management Committee shall, notwithstanding that it is later discovered that there was a defect in the appointment of any Member of the Management Committee 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 Member of the Management Committee and had been entitled to vote.

## **WRITTEN RESOLUTIONS**

50. A resolution in writing signed by all the Members of the Management Committee entitled to receive notice of a meeting of the Management Committee is as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several identical documents each signed by one or more Members of the Management Committee.

## **CONFLICTS OF INTEREST**

51. (a) A Member of the Management Committee may not vote at a meeting of the Management Committee or of a sub-committee thereof on any resolution concerning a matter in which s/he has, directly or indirectly, an interest or duty

which is material and which conflicts or may conflict with the interests of the Company, and if s/he does vote her/his vote must not be counted.

(b) For the purposes of this article, an interest of a person who is, for any purpose of the Companies Act connected with a Member of the Management Committee shall be treated as an interest of the Member of the Management Committee.

52. A Member of the Management Committee must not be counted in the quorum present at a meeting in relation to a resolution on which s/he is not entitled to vote.

53. If a question arises at a meeting of the Management Committee or of a sub-committee thereof as to the right of a Member of the Management Committee to vote, the chairperson's decision is final.

## **SECRETARY**

54. The Management Committee may appoint a company 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.

## **AUDITORS**

55. The Management Committee 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.

## **MINUTES**

56. The Management Committee must ensure that minutes are made:

(a) of all appointments of Members of the Management Committee and Officers;  
and

(b) of all general meetings and meetings of the Management Committee,  
including the names of the Members of the Management Committee present.

## **THE COMPANY SEAL**

57. The Management Committee 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 Management Committee. The Management Committee must decide who is to sign any document issued under seal. Unless the Management Committee decides otherwise a document issued under seal must be signed by a Member of the

Management Committee and by the secretary or by any two Members of the Management Committee.

## **ACCOUNTS**

58. The Company must keep such accounting records as are required by the Companies Act and any other statutory provisions which affect the Company. No member (as such) 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 Management Committee or by ordinary resolution of the general meeting.

## **NOTICES**

59. (a) Any notice required to be given to or by the Company or any member or Member of the Management Committee (other than a notice calling a meeting of the Management Committee) shall be in writing or shall be given using electronic communications to an address supplied for that purpose by the person to whom the notice is required to be given.

(b) The company may give any notice to a member or Member of the Management Committee either personally or by sending it by post to the member or Member of the Management Committee at his registered address, or by leaving it at that address, or by giving it using electronic communications to an address supplied for that purpose by the member.

(c) A member or Member of the Management Committee 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.

(d) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators or in accordance with any reasonable and standard practice shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 24 hours after the time it was sent, unless the Company receives notice of the fact that the electronic communication has not been delivered.

(e) For the purposes of this article, "electronic communication" includes a communication by electronic mail (email), facsimile transmission (fax) or by posting the communication on a website to which the member or Member of the Management Committee has access, if this is so agreed by the member or Member of the Management Committee concerned, or by any other means agreed by the Company and the member or Member of the Management Committee concerned.

## **INDEMNITY**

60. (a) Subject to paragraph (b), a Member of the Management Committee may be indemnified out of the Company's assets against:
- (i) any liability incurred by that Member of the Management Committee in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
  - (ii) any liability incurred by that Member of the Management Committee in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
  - (iii) any other liability incurred by that Member of the Management Committee as an officer of the Company.
- (b) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

## **INSURANCE**

61. (a) The Management Committee may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Member of the Management Committee in respect of any relevant loss.
- (b) In this article:
- (i) a "relevant Member of the Management Committee" means any Member of the Management Committee or former Member of the Management Committee of the Company; and
  - (ii) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Member of the Management Committee in connection with that Member of the Management Committee's duties or powers in relation to the Company.

## **RULES**

62. (a) The Management Committee 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.
- (b) Without prejudice to the generality of the above, the Rules may include Rules for the conduct of members, the use of the Company's assets and facilities, the procedures at general meetings and meetings of the Management Committee, and the admission, suspension, expulsion and general regulation of members.

(c) No Rule shall be inconsistent with these Articles of the Company or any provision of law.

## **INTERPRETATION**

63. In these Articles:

"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.

"clear days" in relation to the period of a notice means that 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.

"executed" includes any mode of execution.

"office" means the registered office of the Company.

"Management Committee" means the Directors of the Company;

"Member of the Management Committee" means a Director 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 company secretary 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 Articles 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.