

# Notice of Annual General Meeting, and Special Resolutions

133531

Friday 13th May 2011

NOTICE IS HEREBY GIVEN that the ANNUAL GENERAL MEETING of The British Association of Removers (as part of the Annual Conference) will be held at 10 00am on Friday 13th May 2011 at the Renaissance Manchester City Centre Blackfriars Street, Manchester, M3 2EQ for the following purposes;

1. To receive a report on the Association's Accounts for the year ended 31 December 2010.
2. To appoint Wellers Accountants as auditors of the company until the next AGM at a fee to be agreed by the Board of Directors.
3. To note the composition of the Board of Directors
4. To consider, and if thought fit, to pass the following Special Resolutions:

#### 4.1 Special Resolution:

That the Memorandum of Association of the Company be amended by deletion of clause 7 and its replacement with the following:

*7 If on the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property or assets, such property or assets shall be returned to the Members of the Association (including any former Member which shall have resigned during the five years immediately preceding such winding up or dissolution) in a reasonable proportion to their contribution to such surplus (See note A below.)*

#### 4.2 Special Resolution:

That Article 10 of the Articles of Association be amended to read:

*10 Subject to the other provisions of these Articles or the Members passing a resolution to remove them from office, the Board members referred to in Article 8 (a), (b), (c) shall be elected at an AGM for a period of office ending at the second AGM following that at which they were elected. The Board members referred to at (g) shall be elected for a period of three years (or for such other period as the Board may in its absolute discretion determine) in accordance with the procedure the Board may from time to time determine. The Board member referred to in (f) will be subject to retirement and reconfirmation by the Board every two years*

#### 4.3 Special Resolution:

*That Mr B Maidman be re-elected as a Directly Elected Director for a period of 12 months ending from 13 May 2011, and that Mr GWheadon be re-elected as a Directly Elected Director for a period of 24 months ending from 13 May 2011 (See Note B below).*

Note A: The Resolution to change the Memorandum of Association is necessary to satisfy HMRC requirements on the mutual trading status of BAR.

Note B: The recent review of the Governance Review identified the advantages of the Directly Elected Directors serving for a longer term than the original two years, and that a system of retirement by annual rotation would also be of value, ensuring continuity. Accordingly, a new Directly Elected Director will be elected later in May 2011, to serve for three years, while Mr Maidman will stand down at the AGM in 2012, and be replaced by a Directly Elected Director who will serve for three years, and Mr Wheadon will stand down at the AGM in 2013, also being replaced by a Directly Elected Director who will then serve for three years. The system of retirement by annual rotation and election or re-election will then go forward. Directly Elected Directors may previously have served on the Board

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5. To transact any other business which may be properly transacted at an Annual General Meeting

By Order of the Board of Directors  
James Falkner  
Company Secretary  
6th April 2011

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**Note:** Every Member entitled to attend and vote may appoint a proxy in accordance with, and with the powers conferred by, Articles 38, 39, 40, 41, 42 and 43 of the Articles of Association to attend and vote in his stead. To be effective, a form of proxy together with any power of attorney or other authority under which it is signed, must reach the registered office no later than 10.00am on 9th May 2011.

**Registered Office of the Company:** Tangent House, 62 Exchange Road, Watford, Herts, WD18 0TG

**Company Registration Number:** 133531

*All Resolutions must be received by the Company Secretary at least 15 days prior to the meeting and the proposer must be present at the meeting*

*To enable us to provide comprehensive answers to any questions you may wish to raise in connection with the Agenda, questions should be submitted to the Company Secretary no later than 5pm on Tuesday 26th April 2011*

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## The Removers Benevolent Association

NOTICE IS ALSO GIVEN that the ANNUAL GENERAL MEETING of The Removers Benevolent Association will immediately follow the BAR AGM at the Renaissance Manchester City Centre, Blackfriars Street, Manchester, M3 2EQ on Friday 13th May 2011.

*Copies of the RBA Annual Accounts 2010 are available to the Members for downloading at [www.bar.co.uk/agm11.aspx](http://www.bar.co.uk/agm11.aspx) or upon request and will be distributed at the AGM.*

On behalf of the Trustees  
James Falkner  
Company Secretary  
6th April 2011

**Registered Charity Number:** 284012

BAR/AGM/02

MINUTES OF THE ANNUAL GENERAL MEETING OF THE BRITISH ASSOCIATION OF  
REMOVERS, HELD AT THE RENAISSANCE MANCHESTER CITY CENTRE HOTEL  
BACKFRIARS STREET, MANCHESTER, AT 10 00 am, ON FRIDAY 13 MAY 2011

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Attendance

Mr R Hackworthy	President (in the Chair)
Mr I Studd	Vice-President
Mr D Bunting	Honorary Treasurer
Mr S Vickers	Director-General
Mr J Falkner	Company Secretary

See also, Attendance List

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1 PRELIMINARY MATTERS

The Chairman drew attention to the Notice of the Meeting, which had been available for inspection prior to the meeting

2 APOLOGIES FOR ABSENCE

There were no Apologies for absence

3 PREVIOUS MEETING

The Minutes of the Annual General Meeting, held on 14 May 2010, were considered, agreed to be a correct record, and signed by the Chairman

4 REPORT & ACCOUNTS

The Director-General gave a report to Members on the Report & Accounts to 31 December 2010, and answered a number of questions on the details. He added that the Report & Accounts, when completed, would be put to an Extraordinary General Meeting at a date to be advised within the time allowed by the Companies Act 2006

5 AUDITORS

The appointment of Wellers Accountants as Auditors for the Association for the coming year was approved

6 BOARD OF DIRECTORS

The composition of the Board of Directors was noted with approval

7

**SPECIAL RESOLUTIONS**

(a) Special Resolution 4 2 to amend Clause 7 of the Memorandum of Association was considered and approved

(b) Special Resolution 4 3 to amend Article 10 of the Articles of Association was considered and approved

(c) Special Resolution 4 3 to re-elect Mr B Maidman and Mr G Wheadon as Directors was considered and approved

8

**OTHER BUSINESS**

The Chairman said that no further questions had been notified, thanked everyone for attending, and declared the meeting closed at 10 25 am

Attachment

Attendance List (file copy only)

**THE ARTICLES OF ASSOCIATION**  
**OF**  
**THE BRITISH ASSOCIATION OF REMOVERS LTD**

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

Amended by Special Resolution passed 13 May 2011

**1. INTERPRETATION AND LIMITATION OF LIABILITY**

**(a) Defined terms**

In the Articles, unless the context requires otherwise -

"Articles" means the company's Articles of association,

"these Articles" means these Articles of association, as from time to time altered by Special Resolution;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"The Association" means the British Association of Removers Ltd;

"Member" means any firm which has been admitted into and remains in membership of the Association in accordance with these Articles.

"Honorary Life member": 'an individual with that title by virtue of Rules of Association but who shall not be a Member.

"Individual member": 'an individual with that title by virtue of Rules of Association but who shall not be a Member

"Affiliate member": a firm with that title by virtue of Rules of Association but who shall not be a Member

"Board of Directors (or the Board)" means the members for the time being of the Board of Directors hereby constituted as a body or a quorum of the members thereof at a Board of Directors Meeting.

"Director" means a Director of the company, and includes any person occupying the position of Director, by whatever name called;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"office" means the registered office of the Association;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"proxy notice" has the meaning given in Article 39;

"special resolution" has the meaning given in section 283 of the Companies Act 2006,

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

"month" means calendar month;

"year" means the year from the 1st January to the 31st of December inclusive.

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293

"United Kingdom" means the United Kingdom of Great Britain and Northern Ireland plus the Channel Islands and Isle of Man

"the Industry" means the trade or business for hire and reward of moving, storing or packing personal household goods and effects anywhere in the world, including office furniture and baggage and other privately owned personal property but excluding the transportation of antiques or new furniture for re-sale

"firm" means any corporate body, partnership or person engaged in the removal industry as defined above

"registered address" means the Address of the Member shown in the Association records for membership purposes.

Words importing the singular number only shall include the plural and vice versa.

Words importing the masculine gender shall include the feminine gender

Subject to this Article, any words or expressions defined in the Companies Acts shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the company.

#### **(b) Liability of Members**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the company's debts and liabilities contracted before he ceases 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.

### **2. QUALIFICATION FOR MEMBERSHIP**

Application for membership shall be open to firms in the Industry

No firm shall be accepted into membership unless

- (a) That firm has completed an application for membership in a form approved by the Board and
- (b) The Board has approved the application.

### **3. TERMINATION OF MEMBERSHIP**

The membership of a Member shall cease in any of the following events.-

- (a) Upon written resignation sent to the registered office of the Association.
- (b) In the case of a body corporate upon an effective resolution being passed or order made for its winding-up (not being a winding-up solely for the purpose of amalgamation or reconstruction) or upon its ceasing without any liquidation to have a legal existence.
- (c) In the case of a partnership if any of the partners has a receiving order made against him or is adjudicated bankrupt or if the partnership shall suspend payment of its debts
- (d) If being an individual he dies or if he shall suspend payment of his debts or have a receiving order made against him or he is adjudicated bankrupt or if he becomes lunatic or of unsound mind.
- (e) On such Member ceasing or failing to possess the qualifications for the time being required by Article 2 or failing to pay fees, subscriptions or other payments due to the

Association within sixty days or such other period of time as the Board may determine.

(f) Pursuant to Articles 4 or 7 below

**4. EXPULSION OR SUSPENSION OF MEMBERSHIP**

- (a) Every Member undertakes to comply with these Articles and with any Code of Conduct, and any rules, policies, procedures and regulations promulgated by the Board.
- (b) The Board may take any action in Article 4(c) if:
  - (i) a Member refuses or neglects to comply with these Articles, or with any Code of Conduct, or any rules, policies, procedures or regulations promulgated by the Board,
  - (ii) if in the opinion of the Board, a Member is not of good repute or the conduct of any Member is prejudicial to the interests of the Association or likely to bring the Association into disrepute.
- (c) The Board may:
  - (i) suspend a Member's membership of the Association for a specific period or a period which is dependent upon the fulfilment by the Member of any condition laid down by the Board (notwithstanding which the Member shall continue to be subject to all Association rules, procedures and obligations);
  - (ii) suspend or curtail any or all the benefits of membership for any such period (and subject thereto), or
  - (iii) expel a Member, and
  - (iv) decide whether, in addition, any sums paid by the Member shall be forfeited by the Association or shall be refunded either in whole or in part to the Member.
- (d) On the request of the Director General or any executive officer of the Association, the Board shall meet as soon as possible in order to decide whether to commence the procedure to take any action in this Article against a Member and if it decides to do so, the Board shall notify the Member in writing of the particulars of the grounds on which it may take any such action not less than one month before its meeting to decide whether or not to do so.
- (e) The Board shall be entitled to notify the other Members of the notice to the Member given under this Article and to invite them to make any written representations to the Board, except that the Board shall take into account only such written representations which have been copied to the Member by the Board not less than fourteen days before its meeting.
- (f) The Board shall notify the Member in the notice that the Member may make written representations to the Board prior to the meeting. Exceptionally, the Board may grant a request of the Member made not less than seven days before the meeting to make oral representations to the Board immediately before its meeting and to do so through any specified representative of the Member of which the Board shall approve. The Board shall take account of any such written representations which are delivered to the Association not less than two clear working days prior to the meeting.
- (g) The Board shall be entitled to hold its meeting in the presence of Members of the Board only. The Board shall take into account in addition to its own discussion:
  - (i) the notice to the Member;
  - (ii) any written representations made in accordance with Article 4(e),
  - (iii) any representations made in accordance with Article 4(f), and
  - (iv) any documentary evidence which has been copied to the Member as soon as reasonably possible before the meeting but in any event not less than seven days before the meeting in order to give a reasonable opportunity for the

Member to respond in writing to such evidence.

- (h) The Board shall give its decision in writing to the Member. The Board shall notify the other Members of any action taken against a Member but shall decide whether or not to notify the Members of the reasons for its decision, and shall take into account any representations of the Member whether or not to do so which are made prior to its meeting.
- (i) There shall be no appeal under these Articles from the decision of the Board.
- (j) The Director General or any executive officer of the Association is authorised to take any procedural action necessary on behalf of the Board after notice is given in accordance with Article 4(d) and the Board may delegate any of its powers or obligations under this Article to any Committee or Sub-Committee.

**5. MEMBERSHIP NON-TRANSFERABLE**

Membership is not transferable.

**6. POWER TO PRESERVE CONFIDENTIALITY**

The Board of Directors (or any authorised Committee established by the Board) shall be under no obligation to reveal to any applicant for membership or to any Member the reasons why it has come to any particular decision regarding membership or obligations of membership.

**7. CHANGE OF CONTROL OR OWNERSHIP OF MEMBER**

- (a) In any case where a Member's ownership or control changes the Member must give written notice of such change to the Board within 30 days from the date on which such change of ownership or control takes effect and in that event the Board may in its absolute discretion (and without giving any reason) terminate or suspend the membership of that Member or implement the "successor-in-business" procedure specified in paragraph (c) below. If a Member, being obliged to give written notice to the Board of a change of ownership or control in accordance with this Article, fails to do so for whatever reason, its membership shall at the expiry of the said period of 30 days, and without the Board having to give any written notice of termination to that member, automatically cease and in that event its membership shall be deemed to have ceased from the date on which such change of ownership or control took effect.
- (b) A Member's ownership or control shall for the purposes of this Article be deemed to have changed:-
  - (i) If in the case of a body corporate there is by virtue of one or more transactions a change in the beneficial ownership of shares in such body corporate which entitles the holder or owner thereof to exercise 50 per cent or more of the total voting rights for the time being attached to the issued shares of such body corporate.
  - (ii) If in the case of a body corporate there is by virtue of one or more transactions a change in the entitlement directly or indirectly to appoint from time to time a majority in number of the Directors of such body corporate
  - (iii) If in the case of an unincorporated body (which for the purposes of this paragraph shall include any person or firm) the business of that body becomes controlled or capable of being controlled either directly or indirectly by any different Firm from that by which it was formerly controlled.
- (c) The Board may establish a "successor-in-business" procedure whereby a Member, whose ownership or control has changed may be granted a temporary and/or limited non-voting membership until its re-application has been considered and approved.
- (d) The Board shall be under no obligation to readmit into membership any Member or successor-in-business following the operation of the provisions of this Article.



It may suspend, curtail or delay any such membership or impose particular conditions.

**8. BOARD OF DIRECTORS OF THE ASSOCIATION**

**The Board of Directors shall comprise the following persons:**

- a) President
- b) Vice-President
- c) Honorary Treasurer
- d) The Director General of the Association (or equivalent executive officer)
- e) One person nominated by each recognised functional group within the Association.
- f) One person currently being and remaining a representative of a Member nominated by BARS Ltd as a wholly owned subsidiary company.
- g) Three persons directly elected by the membership.

**Co-opted members of the Board**

The Board may from time to time co-opt or invite any number of persons none of whom shall be Directors or entitled to vote but whose attendance in the opinion of the Board may be suitable or helpful and whose attendance shall be at the discretion of the Board for whatever term it may choose.

**Limit on Board Directors**

The Board shall have no more than one Director employed by the same Member or group of Members.

**9. QUALIFICATION FOR DIRECTORSHIP**

Although the Directors shall be elected in a personal capacity, they may only serve for as long as they may be an executive officer, or a Member, or a representative of a Member, or an Honorary Life member, or an Affiliate member.

**10. ELECTION OF THE BOARD**

Subject to the other provisions of these Articles or the Members passing a resolution to remove them from office, the Board members referred to in Article 8 (a), (b), (c) shall be elected at an AGM for a period of office ending at the second AGM following that at which they were elected. The Board members referred to at (g) shall be elected for a period of three years (or such other period as the Board may in its absolute discretion determine) in accordance with the procedure the Board may from time to time determine. The Board member referred to in (f) will be subject to retirement and reconfirmation by the Board every two years.

**11. BOARD MEMBERS FREEDOM TO ACT**

Board members shall serve and act in the best interests of the Association and all its Members without reference or obligation to the interests of any group of Members nor of their employers nor any other business interests.

**12. DIRECTORS GENERAL AUTHORITY**

Subject to the remaining Articles, the Directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company provided always that the Board of Directors shall not:-

- (a) exercise the powers conferred upon the Association by Clause 3(20) (21) and (22) of the Memorandum of Association or any of them,
- (b) cause the total principal amount of all monies borrowed by the Association at any one time to exceed 33% of the subscription income based on the latest available audited accounts.

without the previous sanction of the Association in General Meeting.

**13. CONSENT TO SERVE**

Any nomination to serve as a Director shall be supported by the written consent of the nominee confirming that he is eligible, willing and able to serve in the office for which he has been nominated

**14. TERMINATION OF DIRECTORSHIP**

A person ceases to be a Director as soon as he/she

- (a) ceases to be or is prohibited from being a Director by law
- (b) has a bankruptcy order made against them or commits an act of insolvency
- (c) ceases to be of sound mind or becomes incapable through ill health of fulfilling his/her duties
- (d) is removed as a Director by resolution of the Members
- (e) ceases to hold the necessary qualification to be a Director in accordance with Article 9
- (f) gives notice in writing to the Board that he/she wishes to resign and the Board resolves to accept his/her resignation

**15. MEMBERS' RESERVE POWER**

- (a) The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action
- (b) No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

**16. DIRECTORS POWER TO DELEGATE**

- (a) Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles
  - (i) to such person or committee;
  - (ii) by such means (including by power of attorney);
  - (iii) to such an extent;
  - (iv) in relation to such matters or territories; and
  - (v) on such terms and conditions,as they think fit.
- (b) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated
- (c) The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

**17. REMUNERATION OF BOARD MEMBERS**

The Directors are entitled to no remuneration for their services as Directors but may be entitled to such remuneration or honoraria as the Board may determine for any other executive services which they undertake.

**18. REIMBURSEMENT OF EXPENSES**

Notwithstanding the preceding Article Directors shall be entitled to be reimbursed by the Association within the terms of its expenses policy for any reasonable expenses incurred wholly necessarily and exclusively for the purposes of the Association.

**19. COMMITTEES**

- (a) Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which

govern the taking of decisions by Directors.

- (b) The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

**20. DECISION MAKING BY DIRECTORS**

**(a) Directors to take decisions collectively**

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 20(b).

In case of any equality of votes, the Chairman shall have a second or casting vote.

**(b) Unanimous decisions**

- (i) A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- (ii) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- (iii) References in this Article 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.
- (iv) A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

**21. CALLING A DIRECTORS' MEETING**

- (a) 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.

- (b) 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

- (c) Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- (d) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

**22. PARTICIPATION IN DIRECTORS' MEETINGS**

- (a) Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when

- (i) the meeting has been called and takes place in accordance with the Articles, and
- (ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- (b) In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- (c) 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.

**23. QUORUM**

- (a) The quorum necessary for the transaction of the business of the Board of Directors may be fixed by the Board of Directors and unless so fixed shall be two thirds or more of the Members of the Board.
- (b) A meeting of the Board of Directors for the time being at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.

**24. VACANCIES ON THE BOARD OF DIRECTORS**

- (a) The continuing members of the Board of Directors may act notwithstanding any vacancy in their body.
- (b) Any casual vacancy on the Board may be filled by the Board

**25. CHAIRMANSHIP**

The President of the Association for the time being shall be Chairman of the Board of Directors or failing him the Vice-President but, subject thereto, the Board of Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Board of Directors present may choose one of their number to be Chairman of the Meeting.

**26. DEFECTIVE APPOINTMENTS**

All acts done by any meeting of the Board of Directors or of a committee thereof or by any person acting as a member of the Board of Directors shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid or they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board of Directors

**27. ANNUAL GENERAL MEETINGS**

The Association shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the Meeting as such in the notices calling it and not more than fifteen months shall elapse between the date of one Annual General Meeting and the next.

**28. GENERAL MEETINGS**

- (a) All General Meetings other than Annual General Meetings shall be called General Meetings.
- (b) A General Meeting may be called
  - (i) By the Board of Directors whenever they think fit, or
  - (ii) By no less than 50 Members or 10% of the Members whichever is the higher.

**29. NOTICE AND LOCATION OF GENERAL MEETINGS**

- (a) The Annual General Meeting shall be called by twenty one days' notice in writing at least, and a meeting of the Association other than an Annual General Meeting shall be called by fourteen days' notice in writing at least.
- (b) The notice shall be exclusive of the day on which it is given, and shall specify the place and day and the hour of the meeting, and in case of special business, the general nature of that business, and shall be given in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Association in General Meeting to such persons as are under these Articles or by the Companies Acts entitled to receive such notices from the Association.
- (c) The accidental omission to give any notice of any meeting to or the non-receipt of

## BRITISH ASSOCIATION OF REMOVERS ARTICLES OF ASSOCIATION

any such notice by any Member shall not invalidate the proceedings at any meeting or any resolution passed thereat.

- (d) All Annual General Meetings of the Association shall be held at such time and place as nominated by the Board of Directors and confirmed by the Association at the previous Annual General Meeting. The time and place of any other general meeting shall be nominated by the Board or by the requisitionists referred to in Article 28(b) above

### **30. PROCEEDINGS AT GENERAL MEETINGS**

- (a) The ordinary business of an Annual General Meeting shall be to receive and consider the Accounts and the Balance Sheet and the Report of the Board of Directors and the Report of the Auditors, and to consider whether or not to re-appoint the Auditors and to authorise the Board to fix the remuneration of the Auditors if re-appointed
- (b) All business other than such as is described above which shall be transacted at any General Meetings, whether Annual or otherwise, shall be deemed special and due notice thereof shall be given.
- (c) In the case of a General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Board of Directors no business other than that stated in the requisition as the objects of the meetings shall be transacted

### **31. QUORUM AT GENERAL MEETINGS**

No business shall be transacted at any General Meeting unless a quorum is present. Fifteen Members present or by proxy shall be a quorum for all purposes.

### **32. IF A QUORUM IS NOT PRESENT**

If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and if possible the same place, and if at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting, the Members present shall be a quorum.

### **33. CHAIRMAN OF GENERAL MEETINGS**

The President of the Association shall preside as Chairman at every General Meeting of the Association. If there be no such Chairman, or if at any meeting he be not present within 15 minutes after the time appointed for holding the meeting or be unwilling to act as Chairman, the Members present shall choose one of the Vice-Presidents or failing them some Member or the Board of Directors or if no Member of the Board of Directors be present, or if all the Members of the Board of Directors present decline to take the chair, they shall choose some representative of a Member present to be Chairman.

### **34. ADJOURNMENT OF GENERAL MEETINGS**

- (a) The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

### **35. RESOLUTIONS AT GENERAL MEETINGS**

- (a) At every General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of

the show of hands a ballot is demanded by:

- (i) the Chairman, or
  - (ii) not less than six Ordinary Members represented in person having the right to vote at the meeting
- (b) Unless a ballot be so demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority, or lost, shall be conclusive, and an entry to that effect in the book of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of, or against such resolution.

**36. VOTING BY BALLOT**

- (a) If a ballot be duly demanded, it shall be taken at such time and place, either at once or after an adjournment, and in such manner as the Chairman may direct, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a ballot may be withdrawn.
- (b) No ballot shall be demandable on the election of a Chairman of a meeting, or on any question of adjournment.
- (c) The demand of a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a ballot has been demanded.

**37. CASTING VOTE**

At any meeting where the result of any vote is a tie, then the Chairman of the meeting shall have a second casting vote.

**38. RIGHTS OF AND QUALIFICATIONS FOR VOTING**

Every Member shall have one vote at any General Meeting.

**39. PROXY VOTING**

Members unable to be represented at any meeting may vote by proxy as provided for in Article 40 below.

**40. APPOINTMENT OF PROXY**

The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a corporation either under seal or under the hand of a Director or attorney so authorised. A proxy must be a representative of any Member save that where it is desired to appoint a proxy who is not a representative of a Member then the specific permission of the President of the Association must be obtained. A firm may sign a proxy either in the firm name or in the names of all the partners in the firm. No person other than the Chairman may act as a proxy on behalf of more than four Members.

**41. INSTRUMENT OF PROXY**

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Registered Office of the Association at least four working days before the time appointed for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid

**42. PROXY FORM**

An instrument of proxy whether for a specified meeting or otherwise, may be in the form as shown below, or in any other form which the Board of Directors shall approve.

**43. VALIDITY OF PROXY**

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

**44. AUDIT**

- (a) Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors
- (b) Auditors shall be appointed and their duties regulated in accordance with the Companies Acts

**45. ADMINISTRATIVE ARRANGEMENTS**

**Means of communication to be used**

- (a) Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (b) Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- (c) A Director may agree with the company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

**PROXY FORM (Article 42)**

<b>THE BRITISH ASSOCIATION OF REMOVERS LIMITED</b>			
I/We			
of			
being a Member of the above-named Association hereby			
appoint			
of			
or failing him		of	
as *my/our proxy to vote for			
*me/us and on *my/our behalf at the Annual General (or Special as the case may be) Meeting			
of the Association to be held on the    day of                      20    and at every adjournment			
thereof			
Signed this                      day of                      20			
This form is to be used <u>*in favour of the resolution*</u> against			
Unless otherwise instructed the proxy will vote as he thinks fit			



19/05/2011  
COMPANIES HOUSE

298

THE COMPANIES ACT 1908 to 1967

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION**

(as amended by Special Resolutions passed 25 May 1985, and 13 May 2011)  
of

**THE BRITISH ASSOCIATION OF REMOVERS LIMITED**

1. The name of the Company is 'THE BRITISH ASSOCIATION OF REMOVERS LIMITED'.
2. The registered office of the Company will be situate in England
3. The objects for which the Company is established are:
  - 1)
    - a) To take over the whole or any of the assets and liabilities of the unincorporated association known as the Furniture Warehousemen and Removers' Association, established in 1900, and with a view thereto of entering into an agreement in the terms of a draft which has already been prepared and expressed to be made between Victor Brown, The Honorary Treasurer of the Association as Trustee for and on behalf of the Association of the one part and the Company of the other part and which has been subscribed for identification by Arnold Biddle, a Solicitor of the Supreme Court, and forthwith upon incorporation to enter into an agreement in the terms of the said draft (with or without modification) and to carry the same in effect with or without modification.
    - b) To take over the whole or any of the assets and liabilities of the unincorporated associations known as The British Association of Overseas Furniture Removers and the Institute of the Furniture Warehousing and Removing Industry.
    - c) To purchase or otherwise acquire and hold the whole or any part of the share loan capital of British Association of Removers (Services) Limited or any other company carrying on or proposing to carry on any trade or business which in the opinion of the Directors is or will be advantageous and beneficial to the Company and all or any of its Members.
  - 2) To promote friendly feeling and confidence among furniture warehousemen and removers, and to promote the consideration and discussion of all questions affecting the Furniture Warehousemen and Removers' trade (which expression in this Memorandum includes all ancillary and allied trades and every branch of any such trade) and generally to watch over and protect the interest of persons engaged in the Furniture Warehousemen and Removers' trade.
  - 3) To promote the Members of the Association against persons whose character of circumstances render them unworthy of mercantile credit and against dishonest or incompetent employees and to facilitate the prompt and economical realisation of the estates of bankrupts and persons making or



seeking to make arrangements or compositions with their creditors To maintain and carry on a registry office for the use of managers, sub-managers, estimators, clerks, warehousemen and foremen who may from time to time be out of employment and for any other persons in whose employment the Members of the Association may be interested.

- 4) To diffuse information as to sound principles of trading and to impress upon the mercantile community the necessity of maintaining an intimate knowledge of state of their affairs by periodical investigations and by keeping correct sets of business books
- 5) To collect debts for Members upon such terms as may be determined and to procure information for Members of the Association as to the standing and responsibility of parties with whom they propose to transact or have transacted business.
- 6) To communicate with chambers of commerce and other mercantile and public bodies and concert and promote measures for the protection and advancement of trade and traders and either alone or in co-operation with any other persons, companies, firms or organisations on behalf of the trade or business wheresoever carried on of removal and/or storage of furniture and effects and allied activities to communicate with or make representations to any government body, local authority or other statutory body or likewise to any other person, firm, organisation or body corporate or incorporate and to act as (and if thought desirable to be registered as) an Employers Association within the meaning of the discussions on matters related to labour conditions and employment with any Trade Union or any government or other statutory body.
- 7) To originate and promote improvements in the law and to support or oppose alterations therein and to effect improvements in administration and for the purposes aforesaid to petition Parliament, and take such other steps and proceedings as may be deemed expedient
- 8) To print, publish, issue and circulate such papers, periodicals, books, circulars and other literary undertakings as may seem conducive to any of the objects of the Association, and to accept advertisements for publication therein.
- 9) To improve and elevate the technical and general knowledge of persons engaged in or about to engage in the Furniture Warehousing and Removing trade or in any employment manual or otherwise in connection therewith and with a view thereto to provide for the delivery of lectures and the holding of classes and to test by examination or otherwise the competence of such persons and to award certificates and distinctions and to institute and establish scholarships, grants, rewards and other benefactions and in particular to found control and maintain an unincorporated body or Institute to further or assist in achieving the objects and aims aforesaid and to do all such other acts and things as are incidental or may be thought conducive to the attainment of any of the objects and aims aforesaid.
- 10) To arrange and promote the adoption of equitable forms of contracts and other documents used in the Furniture Warehousing and Removing trade and to encourage the settlement of disputes by arbitration and to act as or nominate arbitrators and umpires on such terms and in such cases as may seem expedient.

- 11) To encourage the discovery of and investigate and make known the nature and merits of inventions which may seem capable of being used by persons engaged in the Furniture Warehousing and Removing trade and to acquire any patents or licences relating to any such inventions with a view to the use thereof by the Members of the Association and others either gratuitously or upon such terms as may seem expedient.
- 12) To establish, subsidise, promote, co-operate with, become affiliated to, receive into union, or affiliation, become a member of, act as or appoint trustees, agents or delegates for, control, manage, superintend, lend monetary assistance to, or otherwise assist any associations and institutions incorporated or not incorporated with objects altogether or in part similar to those of the Association and not being a trade union.
- 13) To provide facilities for social intercourse between the Members of the Association and their friends and if thought fit to afford them all or any of the usual privileges advantages conveniences and accommodation of a club.
- 14) To undertake and execute any trusts which may seem conducive to any of the objects of the Association.
- 15) Subject to the provisions of Section 19 of the Companies (Consolidation) Act 1908, to purchase, take, lease, exchange, hire or otherwise acquire, any real and personal property and any rights or privileges necessary or convenient for the purposes of the Association. To construct alter and maintain any buildings required for the purposes of the Association.
- 16) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Association for such consideration as may be thought fit
- 17) To give assistance (so far as shall be lawful and proper so to do) whether by giving monetary assistance or defraying legal expenses or otherwise to any Member of the Association in enforcing or resisting rights or claims whether at law or otherwise the enforcement of which or resistance to which shall affect the interests of those engaged in the Furniture Warehousemen and Removers' trade or which may involve the decision of points of law or other questions of importance to Furniture Warehousemen and Removers.
- 18) To borrow, or raise money, and to secure or discharge any debt or obligation of or binding on the Association in such manner as may be thought fit, and in particular by mortgages and charges upon the undertaking and all or any of the real and personal property (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient, of debentures, debenture stock or other securities of any description.
- 19) To obtain an Act of Parliament for the dissolution of the Association and the re-incorporation of its Members for any of these objects and any other Act which may seem conducive to any of these objects
- 20) To amalgamate with or co-operate in any way with any company or association carrying on or proposing to carry on any business within the objects of the Association.

- 21) To promote any company or association, the promotion of which shall be considered to advance directly or indirectly the objects of the Association.
- 22) To procure the registration or incorporation of the Association in or under the laws of any place outside England.
- 23) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition.
- 24) To grant pensions or gratuities to any officers, ex-officers, employees, or ex-employees of the Association or the relations, connections or dependants of any such persons
- 25) To invest any moneys of the Association not for the time being required for the general purposes of the Association in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments.
- 26) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with orders.
- 27) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them

Provided that the Association shall not support with its funds or endeavour to impose on or procure the observance by its Members of others of any regulation or restriction which if an object of the Association would make it a trade union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge, or lease the same property the Managers or Trustees of the Association shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Managers or Trustees, but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law having regard to such trusts.

- 4 The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit to the Members of the Association.

Provided that nothing herein shall prevent the payment in good faith, or remuneration to any officers or servants of the Association, or to any Member of the Association, or other person, in return for any services actually rendered to the Association.

Provided further that no Member of the Council of Management or governing body of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, and that no remuneration shall be given by the Association to any Member of such Council or governing body except repayment of out-of-pocket expenses and interest on money lent or rent for premises to the Association. Provided further that this provision shall not apply to any payment to any railway, gas, electric lighting, water, cable, or telephone company of which a Member of the Council of management or governing body may be a member or any other company in which such Member shall not hold more than one-hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of such payment.

- 5 The liability of the Members is limited
6. Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding One Shilling.
7. If on the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property or assets, such property or assets shall be to the Members of the Association (including any former Member which shall have resigned during the five years immediately preceding such winding up or dissolution) in a reasonable proportion to their contribution to such surplus.
8. True accounts shall be kept of the sums of money received and expended by the Association, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Association and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations for the time being of the Association, shall be open to the inspection of the Members. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.