



Company number: 02751630

**PRIVATE COMPANY LIMITED BY GUARANTEE  
WRITTEN RESOLUTIONS**

of

**BRITISH FLORIST ASSOCIATION LIMITED (Company)**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the company propose that the resolution below is passed as a Special Resolution (**Special Resolution**)

**SPECIAL RESOLUTION**

- 1) **The Articles of Association are to be amended by the insertion of new definitions in Article 1.1 as follows:**

**Affiliate Membership** a membership of the Association which will be a subdivision

**Subdivision** a member with Affiliate Membership which has been authorised to operate as a branch of the Association by the board of directors of the Association and or an independent body with membership of the Association

- 2) **The Articles of Association are to be amended by the insertion of new Article 2.6.11 as follows:**

**2.6.11 Affiliate Membership**

- 2 6 11 1 The Association may accept an application for formal Affiliate Membership from another body, association or non-governmental organisation which shall be governed by this Article 2 6 11
- 2 6 11.2 Affiliate Membership will be considered and granted at the sole discretion of the board of directors of the Association in accordance with the rules and regulations governing application for membership with the Association from time to time and the Affiliate Member and or the Association shall be entitled to terminate the Affiliate Membership upon the giving of 30 days' written notice to the other at any time
- 2 6 11 3 In applying for Affiliate Membership to the Association the member will become a Subdivision of the Association and
- 2 6 11 3 1 its members will become members of the Association upon payment of a membership fee paid to the Association,

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- 2.6.11.3.2 an Affiliate Member may send a representative to attend a Board meeting of the Association,
- 2.6.11.3.3 it may hold itself out as representing the Association save that no decisions can be made by the Subdivision on behalf of the Association without the prior approval of the board of directors of the Association,
- 2.6.11.3.4 Control remains with the Subdivision save that the Subdivision must act in accordance with the rules of the Association in place from time to time;
- 2.6.11.3.4 It must act in accordance with any confidentiality agreements which are in place in relation to the Association
- 2.6.11.4 Members of the Subdivision must act in accordance with the rules of the Association in force at the time of application and from time to time revised subject to approval by members of the Association at either its' Annual General Meeting and or its Extraordinary General Meeting
- 2.6.11.5 In the event of a dispute between the Association and the Subdivision the rules of the Association will prevail and the decision of the Council shall be final and binding on the Subdivision
- 2.6.11.6 These Articles of Association will apply to membership of an Affiliate Member

**3) The Articles of Association are to be amended by the insertion of new Article 2.6.12 as follows:**

**2.6.12 Limitation of Liability**

- 2.6.12.1 Neither the Association nor its' members of Council or the board of directors shall be liable to an Affiliate Member or Subdivision for any damages, liability, demands, loss or costs incurred by the Affiliate and or Subdivision in respect of its' membership to the Association, neither shall the Subdivision or it's members of its council be liable to the Association or it's members of Council or the board of directors for any damages, liability, demands, loss or costs incurred by the Association in respect of its Affiliate Membership save in respect of monies due to the Association in respect of the Affiliate Membership

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- 2 6 12 2      In the event that the Subdivision holds itself out as representing the Association without the authorisation of the board of directors and or it acts in contravention of the rules of the Association from time to time and or it makes a decision which was not approved by the board of directors the Affiliate will indemnify the Association in full at all times on a £1 00 for £1 00 basis against all liabilities, damages, demands, losses, or costs in respect of the same
- 2 6 12 3      In the event that the Association holds itself out as representing the Subdivision without the authorisation of the council members of the Subdivision and acts in such a way as to bring the Subdivision into disrepute the Association will indemnify the Branch in full at all times on a £1.00 for £1 00 basis against all liabilities, damages, demands, losses or costs in respect of the same
- 2.6 12 4      The Association agrees that it will not incorporate its own organisation which competes with the services provided by any Subdivision from time to time
- 2 6 12 5      Termination of the Affiliate Membership under Article 2.6 11 2 shall not exclude the Affiliate Member's and or the Association's liability under article 2 6 12

**AGREEMENT**

The persons entitled to vote on the above resolution on 13th April 2014, hereby irrevocable agree to the Special Resolution

**Brian William Wills-Pope**

**Muriel Simpson**

**Tracy Tomlinson**

**Dennis Van Wonderen**

**Sandie Griffith**

**Sarah Cunningham**

**Notes**

- 1      If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the company using one of following methods

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- **By Hand:** delivering the signed copy to The Company Secretary, British Florist Association Limited, Brook House, Moss Grove, Kingswinford, West Midlands, DY6 9HS
- **Post:** returning the signed copy by post to The Company Secretary, British Florist Association Limited, Brook House, Moss Grove, Kingswinford, West Midlands, DY6 9HS

If you do not agree to the Special Resolution, you do not need to do anything, you will not be deemed to agree if you fail to reply.

- 2 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement
- 3 Where, within 28 days, insufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to this Special Resolution, please indicate your agreement and notify us as soon as possible
- 4 In the case of joint members of shares, only the vote of the senior holders who votes will be counted by the company. Seniority is determined by the order in which the names of the joint members appear in the register of members
- 5 If you are signing this document on behalf of a person under a Power of Attorney or other Authority, please send a copy of the relevant Power of Attorney or Authority when returning this document