

Company Number:

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

Memorandum
and
Articles of Association
of
Workers' Educational Association

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Prepared for the WEA National Executive Committee
and the Constitution Review Group
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The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association

of

Workers' Educational Association

Name

1. The name of the company is Workers' Educational Association. In this Memorandum and the company's Articles of Association it is called the "Association".

Registered Office

2. The registered office of the Association is situated in England.

Object

3. The object of the Association is to promote adult and general education for the benefit of the community regionally, nationally and internationally based on democratic principles in its organisation and practice, through the participation of its voluntary members. In pursuit of this object, the Association shall have the following aims: -
 - 3.1 stimulating and responding to the demand of adults for liberal education, through the direct provision of courses and other activities;
 - 3.2 relieving poverty and providing for the needs of working class adults and of those who are socially, economically or educationally disadvantaged and in particular (but without limitation) by providing education and teaching skills for employment, voluntary work and social inclusion;
 - 3.3 providing educational programmes for appropriate organisations concerned with the collective needs of adults in the community and in the workplace;
 - 3.4 generally furthering the advancement of education to the end that all people in England, Scotland and other parts of the world may have full access to the education needed for their complete individual and social development;

- 3.5 promoting the efficiency and effectiveness of charities with similar purposes and the efficient and effective application of resources for such purposes, in particular by promoting and disseminating educational programmes and models of activity, projects or good practice developed or carried out by the Association nationally and internationally in any appropriate form or format, and by the delivery of support services generally to such charities.

Principles

4. In pursuing its object, the Association shall have regard to the following principles:
 - 4.1 the Association shall uphold the principle that full and lifelong access to education is necessary for the development and maintenance of an open and democratic society.
 - 4.2 the Association believes that the individual and social outcomes of good educational processes cannot always be subject to quantitative measurements.
 - 4.3 the Association believes that democratic voluntary participation in the design and delivery of educational programmes strengthens the effectiveness and enhances the quality of these programmes.
 - 4.4 the Association shall oppose discrimination in matters of gender, sexual orientation, race, faith, age and disability, and shall operate within an equal opportunities policy framework for the delivery of its education, for its employment practices, and for the organisation of its voluntary membership. It shall be non-party in politics.
 - 4.5 the Association is committed to promoting and developing international awareness and co-operation in the educational process as a means of advancing human rights, sustainable development and civil society.

Powers

5. To further its object the Association may:
 - 5.1 seek to stimulate the interest of the public in education;
 - 5.2 promote the aims and activities of the Association in England, Scotland and internationally both alone and in collaboration with other appropriate bodies;
 - 5.3 seek to ensure that the public and policy makers are well informed on educational matters, with particular regard to the development of wider

- opportunities in adult and general education, especially for socially and educationally disadvantaged people;
- 5.4 promote the educational activities of those organisations established to serve the needs of the public;
 - 5.5 provide educational courses and activities and the teaching of skills both alone and in collaboration with other appropriate bodies;
 - 5.6 provide and assist in the provision of money grants, materials or other help;
 - 5.7 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - 5.8 publish and disseminate in any medium books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter;
 - 5.9 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 5.10 provide or procure the provision of counselling and guidance;
 - 5.11 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
 - 5.12 acquire any real or personal property and any rights or privileges and construct and maintain, alter and equip any building;
 - 5.13 subject to any consent required by law dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
 - 5.14 subject to any consent required by law borrow or raise and secure the payment of money;
 - 5.15 invest the Association's money not immediately required for its object in or upon any investments, securities, or property;
 - 5.16 delegate the management of investments to a financial expert provided that:

5.16.1 the financial expert is:

- (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000 (or any statutory re-enactment or modification of this Act); or
- (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001 (or any statutory re-enactment or modification of this Act);

5.16.2 the investment policy is set down in writing for the financial expert by the Trustees;

5.16.3 every transaction is reported promptly to the Trustees;

5.16.4 the performance of the investments is reviewed regularly by the Trustees;

5.16.5 the Trustees are entitled to cancel the delegation arrangement at any time;

5.16.6 the investment policy and the delegation arrangements are reviewed at least once a year;

5.16.7 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;

5.16.8 the financial expert may not do anything outside the powers of the Trustees;

5.17 arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales or in Scotland where appropriate) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;

5.18 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

5.19 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

- 5.20 subject to clause 5.21 raise funds by way of subscription, donation or otherwise;
- 5.21 trade in the course of carrying out the object of the Association and carry on any other trade which is not expected to give rise to taxable profits;
- 5.22 incorporate subsidiary companies to carry on any trade;
- 5.23 subject to clause 6 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependents;
- 5.24 co-operate with, form partnerships with, establish and support or aid in the establishment and support of other charitable organisations or bodies having objects wholly or in part similar to those of the Association and subscribe, lend or guarantee money or property for charitable purposes;
- 5.25 undertake and execute charitable trusts;
- 5.26 amalgamate with any other charity having objects wholly or in part similar to those of the Association;
- 5.27 acquire or undertake all or any of the property, liabilities and engagements of charities with which the Association may co-operate or federate;
- 5.28 pay out of the funds of the Association the costs of forming and registering the Association;
- 5.29 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Association; and
- 5.30 do all such other lawful things as shall further the Association's object.

Limitation on private benefits

6. The income and property of the Association shall be applied solely towards the promotion of its object and (except as provided below) no part may be paid or transferred directly or indirectly by way of benefit to the members of the Association and no Trustee may receive any remuneration or other benefit in money or money's worth from the Association. This shall not prevent any payment in good faith by the Association of:
 - 6.1 any payments made to any beneficiary of the Association (including a member);
 - 6.2 reasonable and proper remuneration to any person (not being a Trustee) for any services rendered to the Association;
 - 6.3 interest on money lent by any person at a reasonable and proper rate;
 - 6.4 any reasonable and proper rent for premises let by any person;
 - 6.5 fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a member of his or her immediate family holds less than one per cent of the capital;
 - 6.6 reasonable and proper out-of-pocket expenses of Trustees;
 - 6.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 5.29 of this Memorandum;
 - 6.8 the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Association or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.

Limited liability

7. The liability of the Company Members is limited.

- 7.1 Every Company Member undertakes to contribute a sum not exceeding £1 to the assets of the Association if it is wound up during his or her membership or within one year afterwards: -
- 7.2 for payment of the debts and liabilities of the Association contracted before he or she ceased to be a Company Member;
- 7.3 for the costs, charges and expenses of winding up;
- 7.4 for the adjustment of the rights of the contributories among themselves.

Winding up

8. If any property remains after the Association has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the Company Members, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Association unless the context otherwise requires.

Entrenchment of Democratic Principles

10. The Association is formed with the intention that it shall be the successor to the Unincorporated Association pursuant to the Transfer and shall in general act in accordance with the democratic principles of the Unincorporated Association. To that end, except where in the opinion of the Trustees amendment is required to ensure compliance with any legal requirement or any recommendation made by a statutory regulator, any amendment of this Memorandum or the Articles requires a special resolution (75% majority of the Trustees / Company Members) or written resolution of the Company Members (signed by all Trustees / Company Members) and, in addition, shall require approval by either, at the discretion of the Trustees, the Association Committee, a simple majority resolution at an Association Conference or a Ballot of Association Members.

3. Signature: £1

Name:

Address:

Date:

WITNESS to above signature:

Signature:

Name:

Address:

Occupation:

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

**Articles of Association
of
Workers' Educational Association**

Interpretation

1. In these Articles and the Memorandum the following terms shall have the following meanings:-

Term	Meaning
1.1 "Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 "address"	in relation to electronic communications includes any number or address used for the purpose of such communication
1.3 "Affiliated Organisation"	an organisation admitted to such status in accordance with Articles 8 to 13
1.4 "Articles"	these Articles of Association of the Association
1.5 "Association"	the Workers' Educational Association in England and Scotland
1.6 "Association Committee"	the committee established in accordance with Articles 74 to 80
1.7 "Association Conference"	a conference of the Association held in accordance with Articles 81 to 84
1.8 "Association Member"	an associate member of the Association admitted in accordance with Articles 4 to 7 including the authorised representatives of Affiliated Organisations

1.9	“Association Officers”	the President, two Deputy Presidents and Treasurer appointed in accordance with Articles 23 to 29
1.10	“Ballot”	a ballot of the Association Members conducted in accordance with Regulations
1.11	“Branch in England”	a local WEA branch established in England in accordance with Regulations
1.12	“clear days”	in relation to the period of a notice, 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
1.13	“Company Member”	a member of the Association for the purposes of the Act comprising solely the Trustees in accordance with Article 3
1.14	“Company Secretary”	the company secretary (including any deputy or alternate company secretary) of the Association
1.15	“Co-opted Trustee”	a Trustee appointed under Article 14.3
1.16	“electronic communications”	has the meaning ascribed to it in the Electronic Communications Act 2000
1.17	“electronic signature”	has the meaning ascribed to it in the Electronic Communications Act 2000
1.18	“in writing”	means written, printed or transmitted writing including by electronic communication
1.19	“Local Association in Scotland”	a local WEA association established in Scotland in accordance with Regulations
1.20	“Memorandum”	the Memorandum of Association of the Association
1.21	“English Region”	a region in England designated by the Trustees and in respect of which an English Regional Committee is established
1.22	“English Regional Committee”	a committee of an English Region appointed in accordance with Article 85
1.23	“English Regional	the representative of an English Region elected

Representative”	to the Association Committee in accordance with Article 74
1.24 “Regulations”	regulations of the Trustees made or amended in accordance with Article 36
1.25 “Reserved Matters”	the matters so defined in Article 36
1.26 “Scottish Committee”	the Scottish Committee appointed in accordance with Article 85
1.27 “Scottish Representative”	a representative of WEA Scotland elected to the Association Committee in accordance with Article 74
1.28 “Transfer”	the transfer from the Unincorporated Association of its assets and liabilities to the Association including the appointment of the Association as trustee of the permanent endowment property of the Unincorporated Association
1.29 “Trustee and Trustees”	the director and directors as defined in the Act and appointed in accordance with Articles 14 to 31
1.30 “Unincorporated Association”	the unincorporated Workers’ Educational Association registered as charity number 314001
1.31 “WEA Scotland”	the Association in Scotland

2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Association.

Company Members

3. The Trustees from time to time shall be the only Company Members. Company membership shall not be transferable and shall cease on death. A Company Member shall cease to be a Company Member if he or she ceases to be a Trustee.

Association Members

4. Association Members shall be those people who are admitted to Association Membership in accordance with Regulations.
5. Association membership shall not be transferable and shall cease:
 - 5.1 on death; or
 - 5.2 when terminated in accordance with Regulations.
6. Unless appointed as a Trustee, an Association Member shall not be a Company Member and shall have such rights and duties as may from time to time be specified by Regulations.
7. The Trustees may, in accordance with Regulations, suspend any Associate Member.

Affiliated Organisations

8. The Trustees may, in accordance with Regulations, admit as an Affiliated Organisation any appropriate body, whether corporate or unincorporated, that commits to further the work of the Association.
9. Every Affiliated Organisation shall appoint (and may by notice to the Company Secretary at any time replace) an authorised representative who shall represent the Affiliated Organisation in all matters concerning the Association and may be co-opted onto the Association Committee.
10. The Trustees may require any Affiliated Organisation to appoint or replace its authorised representative and, if it fails to do so within sixty days of a notice from the Trustees then it shall cease to be an Affiliated Organisation.
11. The status of Affiliated Organisation shall not be transferable and shall cease:
 - 11.1 on its winding up or dissolution; or
 - 11.2 when terminated in accordance with Regulations.
12. Affiliated Organisations shall have such rights and duties as may from time to time be specified by Regulations.
13. The Trustees may, in accordance with Regulations, suspend any Affiliated Organisation.

The Board of Trustees

Composition of the Board of Trustees

14. The first Trustees shall be the individuals drawn from the National Officers of the Unincorporated Association specified in company form 10 on incorporation of the Association. On 15 October 2005 after the final National Conference of the Unincorporated Association the first Trustees shall retire and be replaced by the first Association Officers elected in accordance with Article 23 who shall appoint the first four Co-opted Trustees in accordance with Article 14.2 as soon as practicable. The board of Trustees so comprised shall then appoint one Scottish Representative and three English Regional Representatives in accordance with Article 14.3 as soon as practicable following the election of English Regional Representatives and Scottish Representatives and the receipt of nominations by the Association Committee. Thereafter, unless otherwise decided by resolution of the Trustees and the approval of either (at the Trustees' discretion) the Association Committee, an Association Conference or a Ballot, the board of Trustees when complete shall comprise:
 - 14.1 the four Association Officers elected at the Association Conference and appointed by the Trustees or in the case of vacated posts nominated by the Association Committee and appointed by the Trustees;
 - 14.2 four Co-opted Trustees appointed by the Trustees. Co-opted Trustees may serve for such periods as are specified in the resolutions appointing them but may not serve for more than eight consecutive years;
 - 14.3 one individual from among the Scottish Representatives and three individuals from among the English Regional Representatives nominated by the Association Committee and appointed by the Trustees.
15. Service as a Trustee between the date of incorporation of the Association and the date of the Transfer shall not count as a term of office for the purposes of establishing the maximum number of terms of office that a Trustee may serve, nor for calculating the period for which a Trustee has held office.

Appointment Formalities for Trustees

16. Before his or her election by the Association Conference, nomination by the Association Committee or co-option by the Trustees every proposed Trustee shall:
 - 16.1 Sign and deliver to the Company Secretary a declaration (in a form approved by the Trustees) of his or her acceptance of the responsibilities set out in Article 32 and his or her commitment to abide by any code of conduct adopted from time to time by the Trustees; and

- 16.2 Provide to the Company Secretary such information as is required to be included in the Association's register of Trustees and in the register of Trustees' interest kept in accordance with Article 67.2.
17. Every proposed Trustee, whether elected, nominated or proposed for co-option, shall submit himself or herself for interview by the Trustees. The Trustees shall then in their absolute discretion appoint or decline to appoint the proposed Trustee and their decision shall be final. The Company Secretary shall ensure that meetings of the Trustees for the purpose of appointing proposed Trustees shall take place as soon as practicable after the election or nomination of the candidates. If an individual nominated by the Association Committee in accordance with Article 14.3 is not appointed by the Trustees, the Company Secretary shall inform the Association Committee which may then make another nomination. If an individual elected to be an Association Officer is not appointed by the Trustees, the provisions of Article 21 shall apply.

Qualification, disqualification, removal and voluntary retirement of Trustees

18. No person may be appointed as a Trustee:
- 18.1 unless he or she has attained the age of 18 years;
- 18.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of these Articles; or
- 18.3 unless he or she has signed the declaration required by Article 16.
19. The office of a Trustee shall be vacated if:-
- 19.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee;
- 19.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- 19.3 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 19.4 he or she resigns by notice to the Association (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- 19.5 he or she fails to attend three consecutive meetings of the Trustees or annual training on legal and regulatory responsibilities and codes of conduct for charity Trustees without having given good reason and the Trustees resolve that he or she be removed for this reason;
- 19.6 he or she fails to declare all information required for the Association's register of Trustees and register of Trustees' interests or to declare any other

information which gives rise to a conflict of interest or loyalty or prejudices the independence or any decision of the Trustees and the Trustees resolve that he or she be removed for this reason; or

- 19.7 at a meeting of the Trustees, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or of making written representations to the board of Trustees.
20. An Association Officer and (except in the case of resignation) an English Regional Representative or Scottish Representative who ceases to be a Trustee under the provisions of Article 19 shall cease to be an Association Officer, English Regional Representative or Scottish Representative (as the case may be).
21. As soon as practicable after any vacancy arises among the Association Officers or the English Regional Representatives or Scottish Representatives who are Trustees, the Association Committee shall nominate another individual to fill the vacancy. The Association Committee may make such nomination at any time after such a Trustee gives notice of his or her intention to retire. Every nominee shall be subject to appointment by the Trustees in accordance with Articles 16 and 17. Any person appointed to fill a vacancy among the Association Officers shall serve only until the next Association Conference, when he or she may stand for election for the vacated post in accordance with Article 25. A person appointed to fill the vacancy of an English Regional Representative must be an English Regional Representative and a person appointed to fill the vacancy of a Scottish Representative must be a Scottish Representative. An English Regional Representative or a Scottish Representative shall serve for such period as the person whose office was vacated would have served and may then be re-nominated. A term of office served in this way shall not count towards the maximum number of successive terms that an individual may serve in any capacity.

Principle of retirement of Trustees by rotation

22. It is intended that the Trustees establish as soon as practicable the principle that all Trustees, however appointed, serve terms of four years and retire by rotation in order to avoid large scale changes to the board of Trustees in any single year. To that end it is intended that:
 - 22.1 two Association Officers shall retire at each Association Conference in accordance with Articles 23 to 29 while Association Conferences are held biennially but if the Trustees call Association Conferences annually they shall vary the dates of retirement to procure that one Association Officer shall retire at each Association Conference and they may determine the order in which

such Association Officers are to retire;

- 22.2 one individual from among the English Regional Representatives and the Scottish Representative who are Trustees shall retire annually on such dates as the Trustees may determine. The first four Trustees appointed from the English Regional Representatives and the Scottish Representatives nominated by the Association Committee shall be allocated various terms of office from one to four years on appointment by the Trustees and a term of office of three years or less so allocated shall not count towards the maximum number of terms that such a Trustee may serve in any office. Thereafter all Trustees who are English Regional Representatives of Scottish Representatives shall be appointed for four-year terms. The Trustee to retire each year shall be the individual who has been longest in office since his or her last appointment but, as between individuals who become or were last appointed Trustees on the same day, the individual to retire shall (unless they agree among themselves) be decided by lot;
- 22.3 the terms of office of Co-opted Trustees be set in order that they retire on a similar rotational basis.

Association Officers as Trustees

23. The first Association Officers shall be the National Officers of the Unincorporated Association elected at the final National Conference of the Unincorporated Association. It is intended that at such National Conference the President and one Deputy President (the President Cycle Deputy President) shall be elected for a two year term and the Treasurer and the other Deputy President (the Treasurer Cycle Deputy President) shall be elected for a four year term. The first two year term of the President and the President Cycle Deputy President shall not count towards the maximum number of terms that the individuals who are elected to those posts may serve in any office.
24. While Association Conferences are held biennially, at the first Association Conference (scheduled to be held in 2007) and at each alternate Association Conference thereafter the President and the President Cycle Deputy President shall retire. At the second Association Conference and at each alternate Association Conference thereafter the Treasurer and the President Cycle Deputy President shall retire. Association Officers shall be elected for four year terms.
25. If there is any vacancy in the post of an Association Officer (including a vacancy arising from the Trustees deciding not to appoint an elected person), that vacancy may be filled in accordance with Article 21. Any person elected at a subsequent Association Conference to fill a vacated Association Officer post shall (if appointed by the Trustees) serve for such period as the person whose office was vacated (or who was not appointed) would have been entitled to serve and may then stand for re-election. Unless the Trustees decide

otherwise, a period of office served in accordance with this Article shall not count towards the maximum number of terms that an individual may serve in any capacity.

26. Association Officers wishing to serve for a successive term, must stand for re-election. No Association Officer may serve more than two successive terms in any office but may serve for successive terms in other offices provided that no Association Officer may serve for more than four successive terms overall. A term served as a Trustee but not as an Association Officer successive to any term served as an Association Officer shall not count towards the maximum four successive terms.
27. If the Trustees call Association Conferences annually they may vary the dates of retirement of the Association Officers and determine the order in which Association Officers are to retire in accordance with Article 22.1.
28. For the avoidance of doubt, the provisions of Articles 16, 17, 23 and 24 shall apply to Association Officers as to all other Trustees.
29. Every Association Officer shall automatically cease to hold any office in or membership of any English Regional Committee, the Scottish Committee, any Branch in England or Local Association in Scotland 60 days after his or her appointment to the board of Trustees.

English Regional Representatives and Scottish Representatives as Trustees

30. An English Regional Representative who is a Trustee but who ceases to be an English Regional Representative or Scottish Representative during his or her term of office as a Trustee may nevertheless remain a Trustee for his or her full term.
31. A Trustee who retires in accordance with Article 22.2 may be re-appointed provided that:
 - 31.1 he or she is at the date of re-appointment a Scottish Representative or an English Regional Representative; and
 - 31.2 (other than service as an Association Officer) he or she may not serve as a Trustee for more than two terms of office.

Responsibilities of the Trustees

32. Without limiting their responsibilities under the general law, the responsibilities of the Trustees shall be:
 - 32.1 to act reasonably and prudently at all times in exercising their functions and duties under these Articles;
 - 32.2 to act at all times within the object and powers set out in the Memorandum and

within the powers given to the Trustees under these Articles;

- 32.3 to act at all times diligently in the best interests of the Association and not to seek to represent the interests of any constituency including any nation or English Region over any other nation or English Region.

Powers of Trustees

33. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Association shall be managed by the Trustees who may exercise all the powers of the Association. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
34. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees or calling an Association Conference.
35. All acts done by a person acting as a Trustee shall, even if afterwards it is discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

Regulations made by the Trustees

36. The Trustees shall have power from time to time to make, repeal or alter Regulations as to the management of the Association, its meetings and its affairs, as to the duties of any officers or employees of the Association, as to the resolution of disputes, as to the conduct of business by the Trustees or any committee and as to all other matters within the powers or under the control of the Trustees provided that such Regulations shall not be inconsistent with the Act, the Memorandum or the Articles and provided that any Regulation or alteration or repeal of a Regulation concerning any of the following Reserved Matters shall not take effect until approved by, at the discretion of the Trustees, a simple majority resolution at a meeting of the Association Committee or at an Association Conference or by a Ballot of the Association Members. The Reserved Matters are Regulations affecting:
- 36.1 the admission of Association Members, the suspension and termination of their Association Membership and the establishment or alteration of their rights;
- 36.2 the admission of Affiliated Organisations, the suspension and termination of the status of Affiliated Organisations and the establishment or alteration of their rights;
- 36.3 the convening and holding of Association Conferences and the election of

Association Officers;

- 36.4 the retirement, re-election and re-appointment of Trustees (including Association Officers);
- 36.5 the purposes of Association Conferences;
- 36.6 the holding of Ballots of Association Members;
- 36.7 the establishment, alteration or abolition of English Regional Committees and the Scottish Committee, including their functions and duties, and changes to the names and boundaries of English Regions and WEA Scotland; and
- 36.8 the meetings and proceedings of the Association Committee.

Delegation of Trustees' powers

- 37. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.
- 38. The Trustees may delegate any of their powers to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Association to any person or committee in accordance with the conditions set out in these Articles.

Delegations by the Trustees to committees

- 39. In the case of delegation of powers to committees:
 - 39.1 the resolution making that delegation shall determine the composition of such committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 39.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 39.3 the deliberations of any such committee and any resolution passed or decision taken by any such committee shall be minuted and copies of the minutes shall be transmitted as soon as practicable to the Trustees and for that purpose every committee shall appoint a secretary;
 - 39.4 all delegations under this Article shall be revocable at any time;
 - 39.5 the Trustees may make such Regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and

- 39.6 no committee shall incur expenditure on behalf of the Association except in accordance with a budget which has been approved by the Trustees.
40. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
41. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any Regulations.

Delegations by the Trustees of day to day management powers

42. In the case of delegation of the day to day management of the Association to a General Secretary (chief executive) or other manager or managers:
- 42.1 the delegated power shall be to manage the Association by implementing the policy and strategy adopted and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 42.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 42.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Association and provide them regularly with management accounts sufficient to explain the financial position of the Association.

Meetings of the Trustees and Company Members

Trustee meetings

43. Any two or more Trustees may call a Trustee meeting.
44. Trustee meetings shall not be annual general meetings or extraordinary general meetings unless so specified and called as such in accordance with these Articles and the Act.

Annual general meetings of the Company Members

45. Unless an elective resolution has been passed dispensing with the need to hold an annual general meeting (and subject to the provisions of the Act), the Association shall hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next.

Extraordinary general meetings of the Company Members

46. Any two Trustees may (and the Company Secretary shall at the request of two Trustees) call an extraordinary general meeting at any time.

Length of notice for meetings of Trustees and Company Members

47. An annual general meeting and a general meeting called to pass a special or elective resolution shall be called by at least 21 clear days' written notice and any other general meeting shall be called by at least 14 clear days' written notice unless the Act requires a longer notice period.
48. A Trustee meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice.
49. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
50. A meeting may be called by shorter notice if it is so agreed by everyone entitled to attend and vote at it.

Contents of notice for meetings of Trustees and Company Members

51. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustee, extraordinary general or annual general meeting, and the general nature of the business to be transacted. If a special or extraordinary resolution is to be proposed at an annual general meeting or an extraordinary general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special or extraordinary resolution.

Service of notice for meetings of Trustees and Company Members

52. Notice of meetings shall be given to each person entitled to vote at the meeting and in the case of extraordinary general meetings and annual general meetings notice shall also be given to any patrons and the auditors of the Association.

Quorum at meetings of Trustees and Company Members

53. No business shall be transacted at any meeting unless a quorum is present. Unless otherwise established by Regulations, a quorum shall be six people present and entitled to vote and among whom Association Officers and Co-opted Trustees comprise a majority. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand

adjourned to the same day in the next week at the same time and place or to such time and place as those who are present and entitled to vote may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair and deputy chair of the board of Trustees

54. The Trustees may appoint two of their number to be chair and deputy chair of the board of Trustees and Company Members. If present and willing, the chair shall preside as chair of every meeting of the Trustees. If he or she is not present or willing then the deputy chair shall preside and if he or she is not willing, the Trustees present shall appoint one of their number to chair the meeting.

Adjournment of meetings of the Trustees and Company Members

55. The chair of any meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

Voting at meetings of the Trustees and Company Members

56. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a meeting shall be decided on a show of hands.
57. A declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
58. Except where otherwise required by the Act or specified by Regulations, questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

Irregularities concerning meetings of the Trustees and Company Members

59. The proceedings at any meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons

present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.

60. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and binding.

Conflicts of interest and loyalty among Trustees

61. Whenever a person has a personal interest in a matter to be discussed at a meeting of the Trustees or Company Members, and whenever a person has an interest in another organisation or a constituency whose interests are reasonably likely to conflict with those of the Association in relation to a matter to be discussed at a meeting, he or she must:
 - 61.1 declare an interest before discussion begins on the matter;
 - 61.2 withdraw from that part of the meeting unless expressly invited to remain;
 - 61.3 in the case of personal interests not be counted in the quorum for that part of the meeting;
 - 61.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

Written resolutions of the Trustees and Company Members

62. A resolution in writing signed (including by way of electronic signature) by each person who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more of those entitled to vote. The date of a written resolution shall be the date on which the last person signs.

Virtual meetings of the Trustees and Company Members

63. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Company Secretary

64. The Company Secretary (including any deputy or alternate company secretary) shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

Minutes

65. The Trustees shall cause minutes to be made in books kept for the purpose:-
- 65.1 of all appointments of officers made by the Trustees; and
- 65.2 of all proceedings at meetings of the Association and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting; and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Association, be sufficient evidence of the proceedings.

Records and accounts

66. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
- 66.1 annual reports;
- 66.2 annual returns;
- 66.3 annual statements of account.
67. The Trustees shall procure that proper registers are kept of:
- 67.1 the details required by the Act to be entered in respect of Trustees;
- 67.2 details of Trustees' interests in such form as the Trustees shall prescribe;
- 67.3 the names and addresses of the members of the Association Committee;
- 67.4 the names and addresses of the Association Members and whether they are affiliated with any English Regions, WEA Scotland, Branches in England, Local Associations in Scotland or Affiliated Organisations; and
- 67.5 the names and addresses of the Affiliated Organisations and their authorised representatives.

Notices

68. Any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in writing.
69. The Association may give any notice to a person either personally or by sending it by post in a prepaid envelope addressed to the recipient at his or her address specified in the records kept by the Trustees or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him/her.
70. A person present at any meeting shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
71. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address 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 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

Indemnity to Trustees

72. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Association shall be indemnified out of the assets of the Association:
 - 72.1 against all costs charges expenses or liabilities incurred by him or her:
 - (a) in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted; and
 - (b) in connection with any application in which relief from liability is granted to him or her by the courtwhere such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Association; and
 - 72.2 against all costs, charges, losses, expenses or liabilities incurred by him or her in the proper execution and discharge of his or her duties or in relation to the Association.

Trustees' Indemnity Insurance

73. The Trustees shall have power to resolve pursuant to clause 5 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Association Committee

74. The Association Committee shall be formed on the date of the Transfer and its first members shall comprise the first Association Officers and the English Regional Representatives and the Scottish Representatives elected between the final National Conference of the Unincorporated Association and the date of the Transfer. Thereafter the Association Committee shall comprise:
- 74.1 the four Association Officers;
- 74.2 the English Regional Representatives and two Scottish Representatives elected prior to or within 90 days of each Association Conference in accordance with Regulations; and
- 74.3 up to five individuals co-opted by the members of the Association Committee from among the Association Members and authorised representatives of Affiliated Organisations.
75. Every Trustee who has ceased during his or her term of office as a Trustee to be an English Regional Representative or Scottish Representative shall be entitled to attend and speak but not vote at every meeting of the Association Committee while he or she remains a Trustee.
76. The functions of the Association Committee shall be:
- 76.1 to represent all Association Members between Association Conferences;
- 76.2 to nominate three English Regional Representatives and one Scottish Representative to be Trustees and to nominate replacement Trustees for posts vacated by English Regional Representatives, Scottish Representatives and Association Officers;
- 76.3 to consider the views and recommendations expressed at Association Conferences and make recommendations to the Trustees concerning policy and strategy;
- 76.4 to represent to Trustees the views of the Association Members and Affiliated Organisations between Association Conferences.
77. The Association Committee shall meet at least four times per year.
78. Any two Association Officers or six Regional or Scottish Representatives may call an Association Committee meeting.

79. The Trustees may by Regulations prescribe the methods of calling and holding and the proceedings at Association Committee meetings but so far as not prescribed such meetings shall be governed by the provisions of these Articles governing Trustee meetings, so far as applicable.
80. The continuing Association Committee members may act despite any vacancies in their number but while there are fewer Association Committee members than required for a quorum the Association Committee members may only act for the purpose of co-opting new Association Committee members.

Association Conference

81. The Trustees may call an Association Conference annually or biennially and they shall (and in default the Association Committee may) call and hold an Association Conference in 2007 and in every subsequent alternate year. Not more than 30 months shall elapse between Association Conferences.
82. At least 60 days' notice of each Association Conference shall be given to the Association Committee, the English Regional Committees, the Scottish Committee, committees of Branches in England and Local Associations in Scotland, Affiliated Organisations, the auditors of the Association and any patrons specifying the place, day and time of the Association Conference. Where practicable, such notice shall also be given (by electronic communication only) to Association Members.
83. The purpose of the Association Conference shall be to:
 - 83.1 elect the Association Officers;
 - 83.2 place before the Association Committee, English Regional Committees, the Scottish Committee, the committees of Branches in England and Local Associations in Scotland, Association Members, Affiliated Organisations and any patrons a review of the activities of the Association since the previous Association Conference;
 - 83.3 debate policy matters;
 - 83.4 consider and vote upon advisory motions put by the Association Committee, Association Members and Affiliated Organisations;
 - 83.5 hear and consider the views of the Association Committee, English Regional Committees, the Scottish Committee, the committees of Branches in England and Local Associations in Scotland, Association Members and Affiliated Organisations and patrons; and
 - 83.6 such other purposes as may be established by the Trustees.
84. The proceedings and the rights and responsibilities of Association Members

and Affiliated Organisations at Association Conferences shall be governed by Regulations.

English Regional Committees, the Scottish Committee, Branches in England and Local Associations in Scotland

85. The Trustees may by Regulations establish English Regional Committees and the Scottish Committee as committees of the Association and may establish Branches in England and Local Associations in Scotland. Such Regulations shall specify or make provision for:
 - 85.1 the English Region in which each English Regional Committee shall operate and the name of that English Region (WEA Scotland shall operate in Scotland with a Scottish Committee);
 - 85.2 the functions and duties delegated to each English Regional Committee and the Scottish Committee;
 - 85.3 the composition of each English Regional Committee and the Scottish Committee (including the chairperson or convenor and treasurer) and the methods by which such composition shall be established;
 - 85.4 the affiliation of Association Members and their rights and responsibilities;
 - 85.5 the affiliation of Branches in England with English Regions and Local Associations in Scotland with WEA Scotland and their composition, areas of operation, rights and responsibilities;
 - 85.6 the arrangements for the convening and holding of meetings and the passing of resolutions;
 - 85.7 the arrangements for recording and reporting their proceedings;
 - 85.8 the preparation of budgets, internal financial controls and reporting on financial matters to the Trustees;
 - 85.9 the preparation and filing of accounts;
 - 85.10 the means by which English Regional Committees, the Scottish Committee, Branches in England and Local Associations in Scotland may be dissolved; and
 - 85.11 such other matters as the Trustees may resolve.
86. The Trustees may by Regulations amend the names and boundaries of any English Region, Branch in England and Local Association in Scotland and amend or dissolve the Regulations applicable to any such body or the Scottish Committee.

Patrons

87. The Trustees may appoint any individuals to be patrons of the Association for such periods as they think fit and at any time remove them from that office.

Winding-up

88. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Association shall have effect and be observed as if the same were repeated in the Articles.

Amendments

89. The provisions of clause 10 of the Memorandum shall apply in respect of any amendment of these Articles.

Names, Addresses and Signatures of Subscribers

1. Signature:

Name:

Address:

Date:

WITNESS to the above signature:

Signature:

Name:

Address:

Occupation:

2. Signature:

Name:

Address:

Date:

WITNESS to the above signature:

Signature:

Name:

Address:

Occupation:

3. Signature:

Name:

Address:

Date:

WITNESS to the above signature:

Signature:

Name:

Address:

Occupation:

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