

THE ASSOCIATION OF WOODTURNERS OF GREAT BRITAIN

A Company Limited by Guarantee

Company Number: 8135399

Registered Charity Number:

HMRC Reference:

[Article 5.1 amended by Special Resolution dated 12 December 2012 with consent of the Charity Commission dated 7 December 2012]

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**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

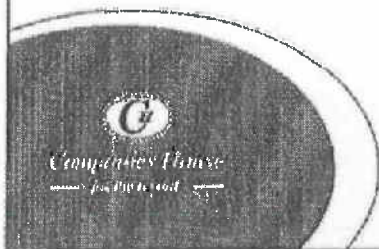
Company No. 8135399

The Registrar of Companies for England and Wales, hereby certifies that

**THE ASSOCIATION OF WOODTURNERS OF GREAT
BRITAIN**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on 9th July 2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Companies Acts 1985 to 2006

Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

of

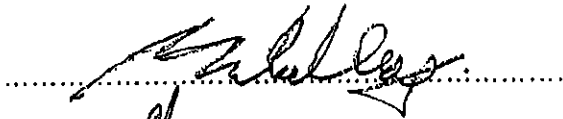
The Association of Woodturners of Great Britain

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a Member of the company.

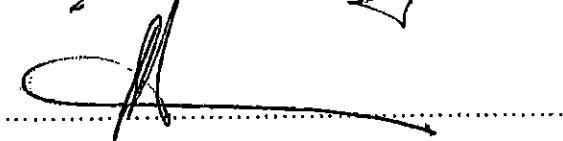
Name of each subscriber

Authentication by each subscriber

MICHAEL DICKLEY-COLLAS



DAVID WILLIAM ATKINSON



REG HAWTHORNE



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Date 4th JULY

2012

The Companies Acts 1985 to 2006

Company Limited by Guarantee

ARTICLES OF ASSOCIATION OF

The Association of Woodturners of Great Britain

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APPENDIX – Specimen Ballot Paper

1. **NAME**

The name of the Charity is **The Association of Woodturners of Great Britain.**

2. **REGISTERED OFFICE**

The registered office of the Charity is to be situated in England.

3. **LIMITED LIABILITY**

The liability of Members is limited.

4. **GUARANTEE**

Every Member promises, if the Charity is dissolved while he is a Member or within 12 months after he ceases to be a Member, to contribute such sum (not exceeding £1) as may be demanded of him towards the payment of debts and liabilities of the Charity incurred before he ceased to be a Member, and of the costs, charges and expenses of winding-up, and the adjustment of the rights of the contributories among themselves.

5. **OBJECTS**

5.1 The Charity's objects (the Objects) are specifically restricted to the following:-

5.1.1 To promote the craft of woodturning for the public benefit and in doing so raise appreciation of the creativity, skill and heritage of woodturning;

5.1.2 To advance the education of the public in the craft and skill of woodturning.

5.2 Article 5.1 may be amended by special resolution, but only with the prior written consent of the Commission.

6. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 6.1 to arrange and provide meetings, lectures, classes, competitions, seminars, exhibitions and training courses, or to join with other bodies in doing so
- 6.2 to provide guidance, advice or information;
- 6.3 to encourage and establish educational facilities for woodturning, training standards for education in woodturning, and accreditation for tutors of woodturning;
- 6.4 to promote and carry out research, surveys and investigations, and to publish the useful results;
- 6.5 to collect and disseminate information on all matters affecting the Objects, and exchange such information with other bodies having similar aims whether in the United Kingdom or overseas;
- 6.6 to cause to be written and reproduced and circulated, whether free of charge or otherwise, papers, books, pamphlets, periodicals, newsletters, or other documents; or films or other media in any format (whether audio or visual); and to operate websites and otherwise to use the Internet and other means of communication;
- 6.7 to foster awareness of the craft of woodturning among the general public, educational bodies, museums, galleries, architects, conservators, the building trades, and other interested parties
- 6.8 to inform and collaborate with suppliers of timber and other material used in woodturning, and the manufacturers of equipment and supplies for woodturners, about the needs of woodturners;
- 6.9 to provide and encourage the provision of apprenticeships, scholarships and education grants for young people, disabled people, unemployed people and others likely to benefit from training in woodturning;
- 6.10 to co-operate with other bodies;
- 6.11 to support, administer or set up other charities;

- 6.12 to establish or support any local branches, charities, associations or institutions formed for any of the charitable purposes included in the Objects;
- 6.13 to acquire, merge with or enter into any partnership or joint venture or other arrangement with any other charity formed for any of the charitable purposes included in the Objects or similar objects in support of craft skills;
- 6.14 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 6.15 to borrow money;
- 6.16 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 6.17 to acquire or hire property of any kind;
- 6.18 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 6.19 to set aside funds for special purposes or as reserves against future expenditure;
- 6.20 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 6.21 to delegate the management of investments to a financial expert, but only on terms that:
 - 6.21.1 the investment policy is set down **in writing** for the financial expert by the Trustees;
 - 6.21.2 timely reports of all transactions are provided to the Trustees;
 - 6.21.3 the performance of the investments is reviewed regularly with the Trustees;
 - 6.21.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 6.21.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 6.21.6 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; and

- 6.21.7 the financial expert must not do anything outside the powers of the Charity;
- 6.22 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 6.23 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 6.24 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 6.25 to arrange and endorse insurance arrangements beneficial to woodturners and woodturning groups (but not to act as an insurer)
- 6.26 subject to Article 12.4, to employ paid or unpaid agents, staff or advisers;
- 6.27 to enter into contracts to provide services to or on behalf of other bodies;
- 6.28 to establish or acquire subsidiary companies;
- 6.29 to lend money with or without security, at interest or interest-free to Members, subsidiary companies, Affiliated Branches and Associated Clubs;
- 6.30 to lend equipment to subsidiary companies, Affiliated Branches, Associated Clubs, schools and other bodies, and individuals (whether or not Members);
- 6.31 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity.
- 6.32 to do anything else within the law which promotes or helps to promote the Objects.

7. THE TRUSTEES

- 7.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 7.2 The subscribers to the **Memorandum** (being the first **Members**) are also the first Trustees. They shall procure the appointment of further Trustees from among the

members of the executive committee of the **Former AWGB**, subject to Article 7.4, who shall hold as nearly as possible the officer and trustee positions they held in the Former AWGB. Their respective terms of office shall be as follows:-

7.2.1 members of the executive committee of the **Former AWGB** who were Regional Representatives shall be trustees for the remainder of their periods of office in the Former AWGB;

7.2.2 all the other first Trustees and further Trustees shall be divided by lot into four groups (as nearly equal in number as possible, but the larger groups being the later groups). The first group shall hold office until the AGM of the Charity in 2013, the second until the AGM in 2014, the third until the AGM in 2015 and the fourth until the AGM in 2016.

Subsequent Trustees are appointed by the means described in Article 7.5.

7.3 The Trustees when complete consist of at least eleven persons. At the inception of the Charity, and in accordance with Articles 7.2 and 8.7, the Trustees shall comprise:

7.3.1 Six General Trustees

7.3.2 Four Regional Representatives

7.3.3 The Executive President

If the number of Trustees falls below three, the Trustees then in office shall not act except to co-opt additional Trustees to fill vacant positions under Article 8.8.

7.4 A Trustee may not act as a Trustee unless he is an individual and :

7.4.1 is a Member; and

7.4.2 is over the age of 18, and

7.4.3 has signed a written declaration of willingness to act as a charity trustee of the Charity.

7.5 Any person who is qualified to act as a Trustee under Article 7.4 and is permitted by law to be a trustee may be appointed to be a Trustee:

7.5.1 by being initially appointed in accordance with Article 7.2

- 7.5.2 by being elected by a ballot (or, if there is no election, by being duly appointed) in accordance with Article 18
- 7.5.3 by being appointed by the Executive as the Executive President under Article 8.7
- 7.5.4 by being co-opted under Article 8.8

and not by any other means

7.6 A Trustee's term of office as such automatically terminates if he:

- 7.6.1 ceases to be Member
- 7.6.2 is disqualified under the Charities Act from acting as a charity trustee;
- 7.6.3 is incapable, whether mentally or physically, of managing his own affairs;
- 7.6.4 is absent without permission of the Executive from three consecutive meetings of the Executive and is given written notice by a majority of the other Trustees requiring his resignation;
- 7.6.5 resigns by written notice to the Executive (but only if at least two Trustees will remain in office); or
- 7.6.6 is removed by the Members at a general meeting under the Companies Act.

8. **APPOINTMENT OF TRUSTEES AND OFFICERS**

The Executive and Officers

- 8.1 When meeting together (including a meeting held by electronic means under Article 9.3) or acting as a body the Trustees are referred to as "the Executive"
- 8.2 Four Trustees shall be Officers, being
 - 8.2.1 the Chairman,
 - 8.2.2 the Vice Chairman, who shall depute for the Chairman in his absence

- 8.2.3 the Secretary, with such duties as are given to him under these Articles or by direction of the Trustees and
- 8.2.4 the Treasurer, who shall have day-to-day supervision of the financial affairs of the Charity
- 8.3 The Officers shall be chosen from among themselves by the Trustees. The Chairman shall not hold that office for more than four years without a break of at least one year, but may continue to be a Trustee or hold another Honorary Office during that break.
- 8.4 The Executive shall include **Trustees** who are **Regional Representatives**. The Trustees who are not Regional Representatives are called "**General Trustees**."
- 8.5 The Trustees who are **Regional Representatives** shall be elected for a period of two years by **ballot** of the Members of all Affiliated Branches within the relevant Region, so that as nearly as possible half (or the next whole number above half) of the Regions elect their **Regional Representatives** in one year and the other Regions elect their **Regional Representatives** in the next year. **Regional Representatives** may be re-elected. Articles 18.1 and 18.2 apply to the election of Regional Representatives.
- 8.6 **General Trustees** shall be elected for a period of four years by **ballot** of the Members of the Charity, so that as nearly as possible one quarter (or the next whole number above a quarter) of the General Trustees retire by rotation in each year. The General Trustees who retire by rotation shall be those who have held office longest since last being elected as General Trustees. General Trustees may be re-elected. Articles 18.3 and 18.4 apply to the election of General Trustees.
- 8.7 The Executive shall appoint a Member of the Charity from outside the Executive, who has not been elected as a Regional Representative or General Trustee and who is eligible under Article 7.4 to be the Executive President, who shall on appointment (as soon as he has signed the declaration of willingness to act as a charity trustee of the Charity under Article 7.4.3) become a Trustee and hold office for three years. The Executive President may be reappointed.

Co-option of Trustees

- 8.8 The Executive may at any time co-opt any individual who is eligible under Article 7.4 as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next Annual General Meeting. If the vacancy is that of

a Regional Representative the Executive shall if practicable fill the vacancy with an individual who is a Member of an Affiliated Branch in the relevant Region.

Commencement of Term of Office

- 8.9 The term of office of Trustees and Officers shall begin from the start of the next meeting of the Trustees after they are appointed or elected. But a Trustee who is co-opted by a Trustees' Written Resolution between meetings shall take office as soon as he has signed the declaration of willingness to act as a charity trustee of the Charity under Article 7.4.3.

Technical Defects in Appointment of Trustees

- 8.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions of the Trustees taken before the defect has been corrected.

9. TRUSTEES' MEETINGS

- 9.1 The Executive must hold at least two meetings each year.
- 9.2 A quorum at a meeting of the Executive is five Trustees including two who are Officers.
- 9.3 A meeting of the Executive may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants, but at least one meeting in each year must be held in person.
- 9.4 Meetings of the Executive shall normally be convened by the Secretary in consultation with the **Chairman** but may be called at any time on the demand of at least three Trustees.
- 9.5 The Chairman or (if the Chairman is unable or unwilling to do so) the Vice Chairman or (if the Vice Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting of the Executive.

Votes of Trustees

- 9.6 Any issue may be determined by a simple majority of the votes of the Trustees cast at a meeting, but a **Trustees' Written Resolution** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the Trustees' Written Resolution may be contained in more than one document.
- 9.7 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second and casting vote.

Procedural Defects

- 9.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

Seal

- 9.9 The Charity shall not have an official seal but may adopt a seal for use on certificates and other non-legal documents

10. **MANAGEMENT AND TRUSTEES' POWERS**

- 10.1 The affairs of the Charity shall be managed by the Executive. The Executive has the following powers in the administration of the Charity in its capacity as the body of Trustees:
- 10.1.1 To delegate any of their functions to committees consisting of two or more individual Members of the Charity appointed by them, with such terms of reference and for such a term as the Executive thinks fit from time to time, and to remove from appointment or replace such Members.
- 10.1.1.1 At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Executive.
- 10.1.1.2 The chairman of each sub-committee shall if possible attend meetings of the Executive but shall not be a Trustee unless appointed or elected as such.

- 10.1.2 To appoint individual Members of the Charity who are not members of the Executive to undertake specific tasks or duties for the Charity with such terms of reference and for such a term as the Executive thinks fit from time to time, and to remove from appointment or replace such Members.
- 10.1.3 To make rules, regulations or standing orders consistent with the Memorandum, the Articles, and **statute**.
 - 10.1.3.1 to govern proceedings at general meetings
 - 10.1.3.2 to govern voting procedures and the timetable for voting
 - 10.1.3.3 to govern proceedings of the Executive and of committees.
 - 10.1.3.4 to govern the administration of the Charity.
 - 10.1.3.5 to make rules for the operation of bank accounts and credit cards of the Charity.
 - 10.1.3.6 to establish procedures to assist the resolution of disputes or differences within the Charity.
- 10.1.4 To exercise in its capacity as the body of Trustees any powers of the Charity which are not reserved to the Members.
- 10.2 The Executive shall allocate every **Affiliated Branch** to a Region of the United Kingdom. The Regional boundaries shall be created and Affiliated Branches shall be allocated to the Regions in such reasonable manner as the Executive thinks fit from time to time, particularly having regard to the efficient administration of the Charity including the convenience of Regional Representatives.
 - 10.2.1 The Regional Structure and allocation of Affiliated Branches to Regions until the first AGM shall be the same as the corresponding arrangements of the Former AWGB.
 - 10.2.2 The Executive may from time to time resolve to increase or decrease the number of Regions, or to change the Regional boundaries, but not so as to have fewer than three Regions. If the number of Regions is fewer than four, there shall be an additional General Trustee in place of the Regional Representative for the Region which ceases to exist. If the number of

Regions is increased at any time, an additional Trustee shall be added who shall be the Regional Representative for the new Region.

- 10.2.3 The Executive shall not change the Regional structure or boundaries or the the allocation of an Affiliated Branch to a Region unless it has first consulted the Regional Representatives whose Regions are affected, and the chairman of any Affiliated Branch which is to be reallocated. If the Executive creates new Regions or merges Regions it may make consequential changes in the arrangements in the number of Regional Representatives and the manner of their election and the period for which they are elected. Such changes may apply to existing Regional Representatives.
- 10.3 The Executive shall allocate every **Associated Club** to a Region of the United Kingdom within the Regional structure established from time to time under Article 10.2.
- 10.4 The Regional Representative shall have particular responsibility for liaison with the Affiliated Branches and Associated Clubs in the relevant Region.

11. RECORDS AND ACCOUNTS

- 11.1 The Trustees must comply with the requirements of **statute** as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 11.1.1 annual returns;
- 11.1.2 annual reports; and
- 11.1.3 annual statements of account.

The Treasurer shall be responsible in the first place for arranging the matters set out in this Article 11.1, but without prejudice to the legal responsibility of all the Trustees.

- 11.2 The Trustees must also keep records of:
- 11.2.1 all proceedings at meetings of the Executive;

- 11.2.2 all their Trustees' Written Resolutions;
- 11.2.3 all reports of committees; and
- 11.2.4 all professional advice obtained.

The Secretary shall be responsible in the first place for arranging the matters set out in this Article 11.2, but without prejudice to the legal responsibility of all the Trustees.

- 11.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Executive so decides.
- 11.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied to any Trustee on request. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

12. **BENEFITS AND CONFLICTS**

- 12.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

Contracts with Members

- 12.1.1 Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied

Benefits from Charitable Activities

- 12.1.2 Members, Trustees and Connected Persons may receive the benefit of the Charity's activities on the same terms as any other persons who benefit from the work of the Charity. In such a case a Trustee is not a Conflicted Trustee.

Interest and Rent for Members, Trustees and Connected Persons

Subject to compliance with Article 12.5:

- 12.1.3 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- 12.1.4 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

Prohibition of Material Benefits to Trustees - Exceptions

- 12.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
 - 12.2.1 as mentioned in Articles 12.1, 12.3 or 12.4;
 - 12.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs and the cost of supplying goods or materials) actually incurred in running the Charity or attending or participating in **events**;
 - 12.2.3 the benefit of **indemnity insurance** as permitted by the Charities Act;
 - 12.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

In a case falling within Articles 12.2.2, 12.2.3 or 12.2.4 a Trustee is not thereby a Conflicted Trustee.

Reasonable Payment for Trustees or Connected Persons for Events

- 12.3 A Trustee or Connected Person may receive payment at reasonable rates for acting as a speaker, organiser, tutor or demonstrator or having a similar role at **events**, where the appointment to act is based on the skills, experience or knowledge of the Trustee or Connected Person and not on the fact of being a Trustee or being connected to a Trustee. A Trustee shall not be treated as a Conflicted Trustee because he or a Connected Person may receive payment or does receive payment under this Article.

Supply of other Goods and Services by Trustees or Connected Persons

12.4 A Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit, but only if:

12.4.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

12.4.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 12.5;

A written contract under this Article 12.4 is not required if this Article 12 provides that the Trustee concerned is not a Conflicted Trustee.

Declaration of Interest by Conflicted Trustee

12.5 Subject to Article 12.6, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:

12.5.1 declare the nature and extent of his interest before discussion begins on the matter;

12.5.2 withdraw from the meeting for that item after providing any information requested by the Trustees;

12.5.3 not be counted in the quorum for that part of the meeting; and

12.5.4 be absent from the meeting during the vote and have no vote on the matter.

Authority from non-Conflicted Trustees

12.6 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees may,

(i) if their number would form a quorum at a meeting without counting the Conflicted Trustee and

(ii) they are satisfied that it is in the best interests of the Charity to do so,

authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- 12.6.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
- 12.6.2 thereafter be counted as part of the quorum for the meeting
- 12.6.3 disclose to a third party information confidential to the Charity, or
- 12.6.4 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
- 12.6.5 refrain from taking any step required to remove the conflict.

The Trustees who are not Conflicted Trustees may communicate with each other (to the exclusion of the Conflicted Trustee) by **electronic means** for the purpose of considering and giving the authority mentioned in this Article 12.6, which shall be recorded as a Trustees' Written Resolution.

Amendment of this Article

- 12.7 This Article may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

13. **MEMBERSHIP**

- 13.1 The Charity must maintain a Register of Members.
- 13.2 The subscribers to the Memorandum are the first Members.
- 13.3 **Membership** is open to any person or organisation approved by the Trustees who or which is interested in furthering the Objects. The Charity shall welcome as Members and as Trustees people of any gender, sexual orientation, religion, nationality or ethnicity, and of any age (subject to Article 7.4.2 in the case of Trustees.) and shall not discriminate against people with disabilities.
- 13.4 The Executive may prescribe the form and the procedure for applying for Membership.

13.5 The Executive may establish different categories of Membership with different rates of subscription. The Executive may from time to time set the qualifications for Membership of each category, the subscription level and the features of each category, but all Members in whatever category shall have the same rights. The Executive shall record the subscription category of a Member. The subscription year shall be the calendar year and all subscriptions shall be paid not later than the end of March. But the Executive may make special rules for Members who join the Charity during the course of a calendar year.

13.5.1 At the time of adoption of these Articles, and subject to the powers of the Executive under Article 13.5, there shall be six categories of Membership, namely Full, Family (Member, Partner and family under the age of 18), Junior Member (who is under the age of 19 at the start of the subscription year), Overseas, Corporate and Life.

13.5.2 A member of the **Former AWGB** who becomes a Member under Article 22.2 shall become a Member in the same category of Membership as he occupied in the Former AWGB.

13.5.3 Corporate Membership is open to organisations, commercial or voluntary, and whether incorporated or not.

13.6 A Member may belong to more than one Affiliated Branch and pay the Branch subscription to each, but shall not be obliged to pay more than one subscription to the Charity. A Member who belongs to more than one Affiliated Branch shall not for that reason be entitled to any greater constitutional rights (such as the right to receive notice of general meetings and the right to vote) in the Charity than a Member who belongs only to a single Affiliated Branch.

13.7 The Executive may establish special categories of membership with such privileges as the Executive determine from time to time, and such membership may be withdrawn by the Executive at any time. The special categories immediately after the formation of the Charity are:-

13.7.1 Honorary Membership, either for a fixed term or for life, which may be granted to anyone who the Executive consider appropriate to be recognised by the Charity as an Honorary Member. Honorary Membership is a position of honour only and such an Honorary Member shall not thereby be a Member of the Charity or entitled to be entered on the

Register of Members, or to receive notice of meetings or to vote. An Honorary Member shall not be required to pay an annual subscription

13.7.2 Life Membership which may be granted to anyone who the Executive consider has rendered long or particular service to the Charity. A Life Member shall in all respects be treated as a voting Member and entered on the Register of Members, but shall pay a nil subscription.

13.8 The Executive

13.8.1 may only refuse an application for Membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application;

13.8.2 must inform the applicant in writing of the reasons for the refusal within 21 days of the decision;

13.8.3 must consider any written representations the applicant may make about the decision. The Executive's decision following any written representations must be notified to the applicant in writing but shall be final.

13.9 Membership is not transferable.

13.10 All the Members whatever their category of Membership or subscription level shall have the same rights and constitute a single class of Members.

13.11 It is the duty of each Member of the Charity to exercise his powers as a Member of the Charity in the way he or she decides in good faith would be most likely to further the purposes of the Charity

14. TERMINATION OF MEMBERSHIP

14.1 Membership is terminated if:

14.1.1 the Member dies or, if it is an organisation, ceases to exist;

14.1.2 the Member resigns by written notice to the Charity, unless, after the resignation, there would be less than two Members;

- 14.1.3 any sum due from the Member to the Charity is not paid in full within three months of it falling due. The Executive may insert a general reminder in the **newsletter**, to the effect that if a Member has not paid the subscription for the previous year, no further copies of the newsletter will be sent to them and they will cease to be a member. The failure of the Executive to insert such a reminder shall not prevent the termination of Membership under this Article 14.1.3;
- 14.1.4 the Member is removed from Membership by a resolution of the Executive that it is in the best interests of the Charity that his Membership is terminated. A resolution to remove a Member from Membership may only be passed if:
- 14.1.4.1 the Member has been given at least 21 days' written notice of the meeting of the Executive at which the resolution will be proposed and the reasons why it is to be proposed;
- 14.1.4.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make oral or written representations to the meeting.
- 14.1.5 Termination of Membership of the Charity shall be treated as termination of the Member's membership of any Affiliated Branch to which he belongs. Termination of membership of the Affiliated Branch to which a Member belongs shall be treated as termination of the Member's Membership of the Charity, unless the termination is caused by the Member's resignation from an Affiliated Branch but the Member joins or continues to belong to another Affiliated Branch.

15. NOTICE OF GENERAL MEETINGS

- 15.1 Unless these Articles specify otherwise, the rules about notice of meetings, and for the holding and conduct of the meetings, apply both to AGMs and EGMs.
- 15.2 Subject to Sections 303 and 304 of the Companies Act 2006, the minimum period of notice required to hold a general meeting of the Charity is ten weeks.

- 15.3 Notice of a general meeting must be given to all the Members and to the Trustees and auditors.
- 15.4 The notice convening a general meeting must
- 15.4.1 state the date, time and place of the meeting and whether it is to be an AGM or an EGM;
 - 15.4.2 contain a statement setting out the right of a Member to appoint a proxy under section 324 of the Companies Act 2006 and under these Articles;
 - 15.4.3 indicate the general nature of the business to be dealt with at the meeting, so far as is known to the Executive at the time of giving the notice.;
- 15.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

16. GENERAL MEETINGS

Proxies

- 16.1 Members are entitled to attend, speak at general meetings and vote in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting). Any reference to a Member doing anything, or being counted, at a general meeting, or the rights of a Member at a general meeting includes a reference to the Member's proxy, but this does not apply to being chairman of a General Meeting.
- 16.2 Members attending a general meeting may be required to produce their Membership cards or other acceptable means of identification.
- 16.3 Members who are in arrear with their subscriptions are not entitled to attend and vote at a general meeting, but the arrears may be paid before or during the meeting.

Quorum at General Meetings

16.4 There is a quorum at a general meeting if the number of Members present (including Trustees) is at least six. If:-

16.4.1 a quorum is not present within half an hour from the time appointed for the meeting; or

16.4.2 during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the chairman of the meeting determines, and

16.4.3 the Executive must reconvene the meeting and must give at least seven clear days notice for the reconvened meeting stating the date, time and place of the meeting, but,

16.4.4 if no quorum is present at the reconvened meeting within 15 minutes of the time specified for the start of the meeting then Members present at that time shall constitute the quorum for that meeting.

16.5 The Chairman shall act as chairman at a general meeting, or if he is absent then the Vice-Chairman shall act as chairman of the meeting, but if neither is present then the Members present shall elect a Member present in person to be the chairman of the meeting. A person present in the capacity of a proxy may not act as the chairman of the meeting, but the representative of a Corporate Member may act as the chairman of the meeting.

Adjournments

16.6 The Members present at a general meeting may resolve that the meeting shall be adjourned.

16.7 The chairman of the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

16.8 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place..

Votes and Resolutions

- 16.9 Except where otherwise provided by the Articles or by **statute**, every issue is decided by **ordinary resolution**.
- 16.10 No resolution may be decided by a show of hands at a general meeting or by a poll at the meeting except:
- 16.10.1 an ordinary resolution relating to the conduct of the meeting, including the appointment of a chairman for the meeting under Article 16.5 and a resolution to adjourn under Article 16.6.
 - 16.10.2 a resolution for the appointment or reappointment of accountants or auditors for the Charity under Article 16.13.4
- 16.11 Any other resolution put to the vote of the Members shall be decided on a poll in which votes may be cast in advance of the meeting at which it is to be put to the vote. Any vote on a poll cast in advance must be received before the start of the meeting.

The AGM

- 16.12 The Charity shall hold an **AGM** in every year, starting in 2013. The first AGM must be held within 18 months after the Charity's incorporation. After the first AGM, an AGM shall be held within four months after the close of the Charity's financial year, or sooner if practicable.
- 16.13 The ordinary business to be transacted at each AGM shall be:
- 16.13.1 to receive the Treasurer's report on the financial affairs of the Charity and the accounts of the Charity for the previous **financial year**;
 - 16.13.2 to receive the Chairman's written report on the Charity's activities;
 - 16.13.3 to receive the result of any ballot for the appointment of Trustees.
 - 16.13.4 to vote on the appointment of accountants or auditors for the Charity;
 - 16.13.5 to vote by a poll on any resolution put to the Membership (subject to Article 16.11) and to receive the result of any such poll;
 - 16.13.6 to deal with any other business

- 16.14 The extraordinary business to be transacted at a general meeting shall be to discuss any issues of policy raised by the persons calling the meeting.

EGMs

- 16.15 A general meeting may be called by the Executive at any time, and must be called by the Executive not earlier than two months nor later than four months after a written request from

16.15.1 three or more Trustees, or

16.15.2 at least 25 Members or

16.15.3 (where no general meeting has been held within the last fourteen months) at least 10 Members.

specifying as far as reasonably possible the business to be conducted at the general meeting.

- 16.16 Voting on a poll may be:

16.16.1 by post or

16.16.2 by email or fax

16.16.3 through the website of the Charity, if the voting arrangement remains on the website over the whole period during which votes may be passed, or

16.16.4 through an independent body such as the Electoral Reform Society.

or by any combination of these methods as the Executive thinks fit from time to time.

- 16.17 Every Member (whether an individual or an organisation, and in whatever category of Membership) voting on any resolution shall have one vote on each issue. This does not apply to an Honorary Member under Article 13.7.1

Result of votes

- 16.18 A declaration by the chairman of the meeting of the result of a vote at a general meeting (including a vote on a poll) shall be conclusive subject to Articles 16.20 and 16.21.

- 16.19 The result of a vote at a general meeting must be recorded in the Minutes of the Charity. The number or proportion of votes cast shall be recorded in the case of a poll but not otherwise.

Technical Defects in the Appointment of a Member or in the Validity of his Vote

- 16.20 Any objection to the qualification of any Member to vote at a general meeting (in person or on a poll) must be raised at the meeting at which his vote is tendered and the decision of the chairman of the meeting shall be final
- 16.21 Any objection to the qualification of any Member to vote on a ballot, or whether the Member's vote has been validly cast, must be raised before, during or within 14 days after the count. The objection shall be considered and determined as soon as possible by the Executive whose decision shall be final
- 16.22 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting.

17. RESOLUTIONS

Resolutions

- 17.1 The Members may, by special resolution, direct the Executive to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Executive has done before the passing of the resolution
- 17.2 A Member who wishes to propose a resolution must submit it in writing to the Secretary. A resolution is not a special resolution unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a special resolution.
- 17.3 Resolutions must be proposed and signed by not less than four Trustees or 25 Members.
- 17.4 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- 17.5 Subject to Articles 17.4 and 18.9, a resolution may be accompanied by a statement from the proposers explaining the background and purpose of the resolution, and the

statement shall be circulated to Members before or at the same time as the poll on the resolution. If the resolution has not been proposed by the Executive, the Executive may itself provide a comment on the resolution or such a statement and indicate whether it approves or opposes the resolution, and that comment shall also be circulated before or at the same time as the poll on the resolution. Neither the statement or comment may exceed 1000 words in addition to a short title and the names of the signatories.

18. ELECTIONS TO THE EXECUTIVE, AND BALLOTS

Election of Regional Representatives

- 18.1 For each Region whose turn it is to elect a Regional Representative the Secretary shall write inviting each Affiliated Branch in that Region at least five months before the expected date of the next AGM to participate in the selection of a Regional Representative to the Executive by nominating one of its members to stand for election within the Region. The nominee shall be elected or chosen as provided by the constitution of the Affiliated Branch, or in the absence of express provision, by decision of the committee of the Affiliated Branch. A nominee must consent in writing to be nominated.
- 18.2 The invitation of the Secretary under Article 18.1 shall call for nominations to be submitted to the Secretary within two months. On receiving the nomination of more than one person as Regional Representative for a Region, the Secretary shall invite members of all Affiliated Branches within the relevant Region to vote by means of a ballot for a Regional Representative for that region. If there is only one nominee from the Region for the position of Regional Representative it shall not be necessary to hold a ballot and the nominee shall be considered to be duly appointed as the Regional Representative. If there is more than one nominee for the position, an election shall be held by ballot in which the nominee gaining the highest number of votes in his favour shall be elected.

Election of General Trustees

- 18.3 The Secretary shall invite nominations for election of General Trustees to the Executive, by publication of a notice in the Newsletter at least five months before the expected date of the next AGM. The invitation shall call for nominations to be submitted to the Secretary within two months.

- 18.3.1 A Member may nominate himself in writing for election as a General Trustee.
- 18.3.2 A Member may be nominated in writing for election as a General Trustee by another Member, but in such a case the nominee must consent in writing to be nominated.
- 18.4 If there are no more nominees for election as General Trustees than positions vacant for General Trustees on the Executive it shall not be necessary to hold an election and the nominees shall be considered to be duly appointed. If there are more nominees than vacancies on the Executive an election shall be held by ballot in which the nominees gaining the highest number of votes in their favour shall be elected to fill the vacant positions.

Timing

- 18.5 As far as practicable
- 18.5.1 the election process for a Regional Representative under Articles 18.1 and 18.2 shall coincide in time with the election process for other members of the Executive under Articles 18.3 and 18.4, and
- 18.5.2 the entire election process shall be concluded in time for the result to be announced at the AGM.
- 18.6 Voting on a ballot may be:
- 18.6.1 by post or
- 18.6.2 by email or fax
- 18.6.3 through the website of the Charity, if the voting arrangement remains on the website over the whole period during which votes may be cast, or
- 18.6.4 through an independent organisation such as the Electoral Reform Society.
- or by any combination of these methods as the Executive thinks fit from time to time.
- 18.7 Every Member (whether an individual or an organisation, and in whatever category of Membership) voting in any ballot shall have one vote in respect of each vacancy for

which there is an election. An Honorary Member under Article 13.7.1 shall not be eligible to vote.

- 18.8 Subject to Article 18.9, a statement not exceeding 1000 words (in addition to his name) may be submitted by any nominee for election to the Executive explaining his relevant qualifications for election and why he is standing for the Executive, and he may (but need not) say whether he is willing to accept a position as an Honorary Officer, and for which post(s). If a nominee for election submits such a statement it shall be circulated in the same manner and at the same time as the ballot papers.
- 18.9 Nothing in this Article or Article 17.5 obliges the Charity to circulate any defamatory, party political or offensive material, which may be edited out of any statement under Articles 17.5 (relating to a resolution) or 18.8 (relating to a nominee for election) before it is circulated. The decision of the Executive President as to the editing shall be final. If there is no Trustee occupying that position then the decision shall be made by the Secretary. A statement or comment which has been edited shall state that fact.
- 18.10 Ballot papers shall be in the general form of the example set out in the Appendix, with such changes as are appropriate to the mode of voting, and the number of nominees and the number of vacant positions.

19. REPRESENTATIVES OF CORPORATE MEMBERS

- 19.1 Any organisation which is a Corporate Member of the Charity may nominate any person to act as its representative at any meeting of the Charity.
- 19.2 The Corporate Member must give written notice to the Charity of the name of its representative. The representative may continue to represent the Corporate Member until written notice to the contrary is received by the Charity. Except at the discretion of the Trustees a representative shall not be entitled to represent the Corporate Member at any meeting unless written notice has been received by the Charity.
- 19.3 Any written notice given to the Charity will be conclusive evidence that the representative is entitled to represent the Corporate Member or that his authority has been revoked. The Charity shall not be required to consider whether a representative has been properly appointed by a Corporate Member.

20. **AMENDMENT OF THESE ARTICLES**

20.1 These Articles may be amended by a **special resolution**, but where this is required by the Charities Act or by these Articles only with the prior written consent of the Commission.

21. **COMMUNICATIONS**

How and where notices are served

21.1 Notices and other documents to be served on or given to Members or Trustees under the Articles or **statute** may be served by any of the means listed in the first column of the following table, and shall be treated for all purposes as having been received at the time set out opposite in the second column of the table, or, if earlier, as soon as the recipient acknowledges actual receipt.

<i>Mode of service</i>	<i>Time when the notice or other document is to be treated as having been received</i>
By first class post at his address shown in the register of Members	Two clear days after being posted
By second class post at his address shown in the register of Members	Three clear days after being posted
By hand delivery at at his address shown in the register of Members	24 hours after hand delivery at the address
By personal service anywhere	Immediately on personal service
By email or other suitable electronic means	24 hours after being sent by electronic means
Through publication in (or enclosure with) the Newsletter posted to him at his address shown in the register of Members.	One week after posting of the Newsletter

21.2 In the case of service by means of the **Newsletter** it shall not be necessary to prove the posting of the Newsletter to an individual Member but only

21.2.1 the bulk posting of the Newsletter to Members generally and

21.2.2 that the Member concerned was on the mailing list at the time of posting.

21.3 If a Member or Trustee has notified an email address to the Charity, any notice or other document may be served on him at that email address

Technical Defects in Service

21.4 A technical defect in service of a notice or other document does not invalidate decisions taken at a meeting if at the time of the meeting the Trustees are unaware of the defect.

22. **THE FORMER ASSOCIATION OF WOODTURNERS OF GREAT BRITAIN**

22.1 The Charity shall as soon as possible take over the activities of **the Former AWGB**, so far as its activities are not incompatible with the charitable status of the Charity. The date when those activities are taken over is called "**the Transition Date**"

22.2 If a member of the Former AWGB immediately before the Transition Date so requests in writing within three months after the Transition Date (or such longer period as the Executive may agree) he shall be admitted to Membership of the Charity subject only to completing the form and procedure for Membership, and the Executive shall not have power to refuse his application for membership under Article 13.8. The Executive shall be entitled to assume until the end of the calendar year in which the Transition Date occurs that every member of the former AWGB wishes to be admitted to membership of the Charity (unless a member of the Former AWGB informs the Charity that he does not wish to be admitted to membership) and may send the Newsletter and provisionally extend membership to each such person (but excluding all rights to vote or be nominated for election) until the end of that calendar year.

22.3 Until other arrangements are made in accordance with these Articles, the practices and procedures of the Former AWGB shall be followed by the Charity, so far as those practices and procedures are not incompatible with the charitable and incorporated status of the Charity, or the express provisions of these Articles.

23. **AFFILIATED BRANCHES AND ASSOCIATED CLUBS**

23.1 The Trustees shall encourage and support the establishment of **Affiliated Branches** for the furtherance of the Objects.

Affiliated Branches

23.2 The Trustees may from time to time make regulations and exercise their powers for the recognition, operation and representation of **Affiliated Branches**, including but not limited to:

23.2.1 a form of model constitution for **Affiliated Branches**;

23.2.2 the prior approval of the title of an **Affiliated Branch** and the area in which an Affiliated Branch may operate;

23.2.3 the use of the Charity's name and logo by **Affiliated Branches**

23.2.4 the allocation of an **Affiliated Branch** to a Region;

23.2.5 the representation of **Affiliated Branches** on the Executive of the Charity;

23.2.6 setting the level of subscriptions to the Charity payable by members of **Affiliated Branches**, and the collection of subscriptions by Affiliated Branches;

23.2.7 the withdrawal of recognition from an **Affiliated Branch**, or the conversion of an **Affiliated Branch** into an **Associated Club**

23.3 The Charity shall convene a Conference of Representatives of the Affiliated Branches in every year, beginning in the year 2012. Each Affiliated Branch shall be invited to send a representative to the Conference, which shall be chaired by a member of the Executive. The choice of Representative shall be a matter for the Affiliated Branch concerned. The Conference is not a general meeting and has no legal powers, but the Executive shall take note of the views expressed at the Conference.

Associated Clubs

23.4 The Trustees may recognise **Associated Clubs** as associated with the Charity. The Trustees may from time to time make regulations for the recognition of Associated clubs and their relationship with the Charity, including but not limited to:

23.4.1 the use of the Charity's name and logo by **Associated Clubs**;

23.4.2 the benefits and facilities to be provided to **Associated Clubs** by the Charity

23.4.3 how **Associated Clubs** are referred to in the Charity's publicity material, and how they are linked to the Charity on its website

23.4.4 setting the level of subscriptions to the Charity payable by **Associated Clubs**;

23.4.5 the withdrawal of recognition from an **Associated Club**, or the conversion of an **Associated Club** into an **Affiliated Branch**

23.5 Subject to the regulations made by the Trustees under Articles 23.2 and 23.4 **Affiliated Branches** and **Associated Clubs** shall generally manage their own affairs and be solely responsible for their own debts and liabilities. They shall not pledge the credit of the Charity or its Trustees.

24. DISSOLUTION

24.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

24.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

24.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

24.1.3 in such other manner consistent with charitable status as the Commission approves by prior written consent.

24.2 A final report and statement of account must be sent to the Commission.

24.3 This provision may be amended by **special resolution** but only with the prior written consent of the Commission.

25. **GOVERNING LAW**

The Memorandum and Articles of the Charity are governed by the law of England and Wales.

26. **INTERPRETATION**

26.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

26.2 In the Articles the following expressions have the following meanings, unless the context requires another meaning:

Other bodies

'Affiliated Branches' means woodturning groups whose members are all Members of the Charity and which are recognised by the Trustees as affiliated branches of the Charity, whether based in the United Kingdom or overseas;

'Associated Clubs' means woodturning groups whose members are not all Members of the Charity and which are recognised by the Trustees as Associated Clubs of the Charity, whether based in the United Kingdom or overseas;

Statutes

'the Charities Act' means the Charities Acts 1992 to 2006;

'the Companies Act' means the Companies Acts 1985 to 2006;

'statute' means the Charities Act or the Companies Act

Meetings

'AGM' means an annual general meeting of the Charity;

'EGM' means a general meeting of the Charity which is not an AGM;

'general meeting' means an AGM or an EGM

Personnel and other bodies

'Chairman' means the chairman of the Trustees;

'the Charity' means the company governed by the Articles;

'charity trustee' has the meaning prescribed by the Charities Act;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'financial expert' means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'firm' includes a limited liability partnership;

'individual' means a natural person, not a corporate or collective body or organisation

"the Former AWGB" means the former Association of Woodturners of Great Britain, an unincorporated non-charitable association

'Member' and 'Membership' refer to Membership of the Charity; and includes a Life Member within Article 13.7.2

Trustees

'Trustee' means a director of the Charity and 'Trustees' means the directors.;

'Regional Representatives' means Trustees who are elected by the Members of their Regions under Article 8.5.

"General Trustees" means Trustees who are elected by the Members under Article 8.6

'Secretary' means the company secretary;

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit from the Charity, or has some separate interest

or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that the Trustee may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

'events' means activities relating to woodturning or woodworking or craft in general and organised, supported or endorsed by the Charity or by an Affiliated Branch or Associated Club, including (but not limited to) ordinary Branch or Club meetings and any seminar or national or regional meeting, and courses of tuition;

The Constitution

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'Memorandum' means the Charity's Memorandum of Association;

'the Articles' means the Charity's Articles of Association and 'Article' refers to a particular Article;

'the Objects' means the Objects of the Charity as defined in Article 1;

Communications

'electronic means' refers to communications by telephone, fax or email or through an announcement on the website of the Charity, or in relation to meetings, by telephone conference call or video conference;

'signed' in relation to an email means an email which has been sent by or on behalf of one or more named Members from the email address of a Member, and is signed in printed email form, and in relation to a fax includes a faxed signature..

'written,' 'write' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper, and 'document' has a corresponding meaning.

'Newsletter' means any regular newsletter, magazine or other publication of the Charity sent to Members in paper form, being at the date of these Articles (but not limited to) the newsletter "Revolutions."

Time

'month' means calendar month;

'year' means calendar year.

'financial year' means the Charity's financial year;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

"Transition Date" means the date when the activities of the former AWGB are taken over by the Charity

Resolutions

'ordinary resolution' means a resolution agreed by a simple majority of the Members voting.

'special resolution' means a resolution which has been agreed by a 75% majority of the Members voting, but subject to Article 17.2.

'Trustees' Written Resolution' means a written resolution of the Trustees, including a resolution under Article 12.6

Miscellaneous

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty];

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

- 26.3 Where these Articles require the signature of more than one person on a document, it is sufficient if the signatures are contained in more than one document each of which is substantially to the same effect,
- 26.4 Expressions not otherwise defined which are defined by **statute** have the same meaning.
- 26.5 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 26.6 Uses of the male gender include the female and neuter genders.
- 26.7 Clause headings are for easy reference and do not form part of these Articles or affect their meaning.

Appendix. Specimen Ballot Paper – see Article 18.10

**Association of Woodturners of Great Britain
Ballot Paper for the election of Trustees.**

<p>Part 1 CANDIDATES FOR ELECTION AS REGIONAL REPRESENTATIVES.</p>	<p>Place X below</p>
<p>XXXXX REGION Only one candidate has been nominated as the Regional Representative (Trustee) for the XXXXX Region so there will be no election for that post</p>	
<p>AAAAA REGION Two candidates have been nominated as the Regional Representative (Trustee) for the AAAAA Region. You may only vote in this part of the ballot if you belong to an Affiliated Branch in that Region You have one vote. If you try to cast more than one vote, this part of your ballot paper will be invalid.</p>	
<p>Paul A</p>	
<p>Gerry B</p>	
<p>Part 2 CANDIDATES FOR ELECTION AS TRUSTEES</p>	
<p>There are three vacancies for Trustees who are not Regional Representatives, and five candidates have been nominated for these positions. You have three votes. You do not need to use all your votes, but if you try to cast more than three votes, this part of your ballot paper will be invalid.</p>	
<p>Cathy E</p>	
<p>Tom J</p>	
<p>Caroline H</p>	
<p>Gordon M</p>	
<p>Jeremy P</p>	

PERSONAL STATEMENTS BY THE CANDIDATES FOR ELECTION MAY BE FOUND [BELOW][OVERLEAF][ATTACHED]

Your Membership Number.....

(YOU CAN FIND THIS ON YOUR MEMBERSHIP CARD OR ON THE WRAPPER OF YOUR COPY OF "REVOLUTIONS.")

Please give the name of the Affiliated Branch to which you belong.

Branch.....

Your Name.....

Signature.....

NOTE: THIS INFORMATION IS REQUIRED ONLY TO CHECK THAT VOTES HAVE BEEN VALIDLY CAST AND FOR NO OTHER PURPOSE.

Please return this form to AWGB by

- ♦ faxing it to AWGB at 020 7840 1001
- ♦ scanning and sending it to AWGB at [xxxxx@xxxxxx]
- ♦ or use the prepaid envelope included with this letter.

in any case to arrive with AWGB not later than 5pm on 31 March [2013], which is one week before the AGM on 7th April 2013