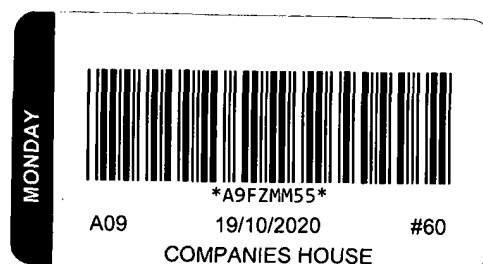


The Companies Acts 1985, 1989 and 2006

Company Limited by Guarantee

MEMORANDUM AND ARTICLES OF ASSOCIATION
of
Institute of British Sign Language

Updated 27 August 2020



The Companies Acts 2006

Company Limited by Guarantee

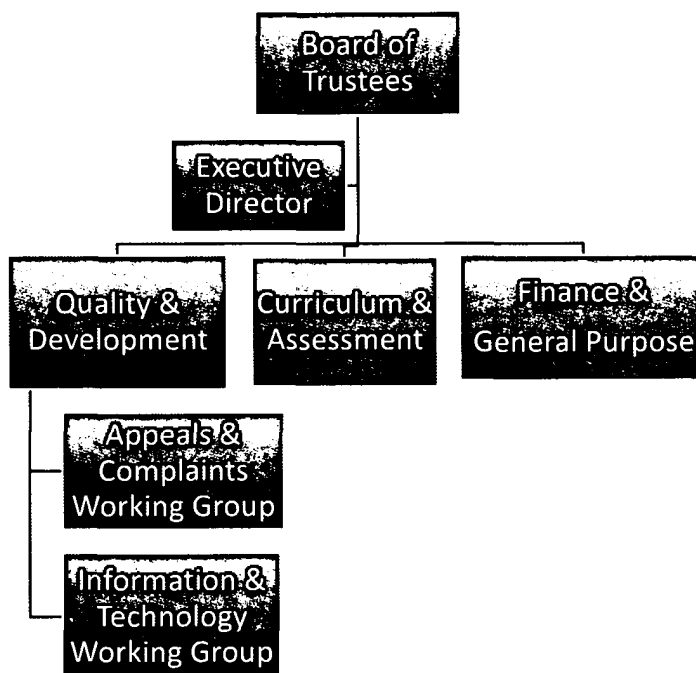
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Meaning and Purpose:

This Memorandum and Articles of Association sets out the regulations for institute of British Sign Language's operations within the company. This document shows how tasks are to be achieved within the organisation including how it is run, governed and managed. It includes the process of appointing Trustees and handling financial records.

Below shows the structure and the relationships between the various committees. The governance bodies, which make decisions and determine policy. The working group give advice but have no decision-making powers. Members of the Trustees to chair each working group to aid communications between each group.



1. Objectives, Powers and Limitations of Liability

- 1.1 The objectives of the company are to provide an education in British Sign Language (BSL), which would be for the public benefit. This includes the provision of training including accredited training schemes. This provision may/can be amended by approval from the Trustees.
- 1.2 The company may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds. Ring-fence all monies received from grant applications, training fees and room bookings for the special purpose of providing further training opportunities.
- 1.3 The members of a company limited by guarantee are bound by a guarantee in the company's memorandum of association requiring to pay the company's debts up to a fixed sum of £1. The Trustees incur no personal liability as the acts are undertaken as agents for the company.

- (a) payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- (b) payments of the costs, charges and expenses of winding up; and adjustment of the rights of the contributories among themselves.

2. Trustees Powers and Responsibilities

2.1 Trustees general authority:

subject to the Articles, the Trustees are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

2.2 Trustees reserve power:

The Trustees may by special resolution, direct the Trustees to take or refrain from taking specific action. No special resolution invalidates anything which the Trustees have done before the passing of the resolution.

2.3 Chair:

The Trustee may appoint one of their numbers to be the chair and deputy chair of the Trustee for such term of office as they determine and may at any time remove him or her from office.

2.4 Delegation

Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions as they think fit.

If the Trustees so specify, any such delegation in whole or part, or alter its terms and conditions.

The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

3. Decision making by Trustees

3.1 Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 3.6

3.2 Calling a Trustees meeting

- (a) the chair may call an ad hoc or an emergency meeting.
- (b) a Trustee meeting must be called by at least seven clear days' notice
- (c) a Trustee agree or urgent circumstances requires shorter notice
- (d) notice of Trustees meetings must be given to each Trustee.
- (e) every notice calling a Trustees meeting must specify: the place, day and time of the meeting, and if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (f) notice of Trustees meetings may be sent by Electronic Means to an address provided for the purpose.

3.3 Participation in a meeting

- (a) subject to the Articles, Trustees participate in a meeting, or part of a meeting, when the meeting has been called and takes place in accordance with the Articles. They can each communicate to the others any information or opinions they have on any item, the business of the meeting.

3.4 Quorum for meetings

- (a) at a Trustees meeting, unless a quorum is taking part, no proposal is to be voted on, except a proposal to call another meeting.
- (b) the quorum for Trustees meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than four.
- (c) if the total number of Trustees for the time being is less than the quorum required, the Directors/Trustees must not take any decision other than a decision.

3.5 Chairing of meetings

- (a) the Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees meeting.

3.6 Decision making at meetings

- (a) questions arising at a Trustees meeting shall be decided by a majority of votes.
- (b) each Trustee must not have more than one vote.

3.7 Conflicts of interest

- (a) whenever a Trustee finds him/herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already. Please refer to iBSL's policy.

- (b) Trustees or participation in the management of a charity or other voluntary organisation.
- (c) Self-Employment, including Assessor and External Verifier role in other organisations.
- (d) Elected office in other organisations
- (e) Paid employment in another organisations
- (f) If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- (g) Whenever a matter is to be discussed at a meeting or decided in accordance with Articles 3.3, 3.6 and 3.7. a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 3.9, he or she must remain only for such part of the meeting as in the view of the other Directors/Trustees is necessary to inform the debate; not be counted in the quorum for that part of the meeting; and withdraw during the vote and have no vote on the matter.

3.8 Power to authorise a conflict of interest

- (a) The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided:
- (b) in relation to the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation.
- (c) if a matter, or office, employment or position, has been authorised to remain at the meeting by the other Trustees, Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- (d) trustee shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees.

3.9 Register of interests

- (a) Trustees shall cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered by the Company which has not previously been declared.

4. Appointment and Retirement of Trustees

4.1 Methods of appointments Those persons notified to the Registrar of Companies as the first Trustees of the Company shall be the first Trustees. Any person who is

willing to act as a Trustee, and is permitted by law to do so may be appointed to be a Trustee:

- (a) by ordinary resolution; or
- (b) by a decision of the Directors. In any case where, because of death, the Company has no members and no

Trustees, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a member. For the purposes, of Article 4, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

4.2 Termination of Trustees appointments

A person ceases to be a Trustee as soon as:

- (a) that person ceases to be a Trustee by any provision of the Companies Acts, or is prohibited from being a Trustee by law;
- (c) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect like that of bankruptcy;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) notification is received by the Company from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Trustee will remain in office when such resignation has taken effect);
- (f) the Trustee fails to attend three consecutive meetings of the Trustee and the Trustees resolve that the Trustee be removed for this reason; or
- (g) at a general meeting of the Company, a resolution is passed that the Trustee be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views.

4.3 Remuneration

- (a) Trustees may undertake any services for the Company that the Trustee decide.
- (b) Trustees are entitled to such remuneration as the Trustees determine for their services to the Company as Directors; and for any other service, which they undertake for the Company.
- (a) Subject to the Articles, a trustee's remuneration may take any form; and include any arrangements about the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

- (d) Unless the Trustees decide otherwise, Trustees' remuneration accrues from day to day.
- (e) Unless the Trustees decide otherwise, Trustees are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

4.4 Expenses

The Company may pay any reasonable expenses which the Trustees in connection within the exercise of their powers.

5. Administrative Arrangements and Miscellaneous

5.1 Means of communications to be used subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

- (a) Subject to the Articles, any notice or Document to be sent or supplied to a Trustee about the taking of decisions by Trustees may also be sent or supplied by how that Trustees has asked to be sent or supplied with such notices or Documents for the time being
- (b) Trustee may agree with the Company that notices or Documents sent to that Trustee in a way are to be deemed to have been received within an agreed time of there being sent, and for the agreed time to be less than 48 hours.

5.2 Irregularities

- (a) The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated because 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 because of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

5.3 Minutes

- (a) the Trustees must cause minutes to be made in books kept for the purpose of all appointments of officers made by the Trustees of all resolutions of the Company and of the Trustees; and of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting.
- (b) if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) 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 Trustees of the Company, be sufficient evidence of the proceedings.

- (c) The minutes must be kept for at least ten years from the date of the meeting, resolution or decision

5.4 Records and accounts

- (a) The Trustees shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of annual reports, annual returns and annual statements of account.

5.5 Indemnity

- (a) a relevant Trustee of the Company or associated company may be indemnified out of the Company's assets against any liability incurred by that Trustee about any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Trustee about the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and any other liability incurred by that Trustee as an officer of the Company.
- (c) This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (d) In this Article, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and a 'relevant Trustee' means any Trustee or former Trustee of the Company.

5.6 Insurance

- (a) The Trustees may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Trustees in respect of any relevant loss.
- (b) In this Article, a 'relevant Trustee' means any Trustee or former Trustee of the Company. A 'relevant loss' means any loss or liability which has been or may be incurred by a relevant Trustee about that Trustee's duties or powers in relation to the Company.

6. Glossary

Term	Meaning
Articles	The Company's Articles of Association.
Chair	The meaning is given in Article 2.3
Companies Acts	Means the Companies Act as shown in Section 2 of the Companies Act 2006.
Company	Company Limited by Guarantee.
Conflict of Interest	Any direct or indirect interest of a Trustee, whether personal or loyalty to another organisation that might conflict with the interests of the Company.
Trustee	A trustee of the Company, and includes any person occupying the position of director, by whatever name called.
Memorandum	The Company's memorandum of association