

BDA ARTICLES OF ASSOCIATION

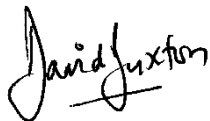
Company Limited by Guarantee and
Not Having a Share Capital

Adopted on 30th April 2022

Company Registration Number 2881497

Registered Charity Number 1031687

Signed: Chair



David Buxton

Date 30/04/2022

Signed: Trustee



Lesley Davidson

Date 30/04/2022

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

(a) In these Articles, unless the context requires otherwise:

“**AGM**” means the, or (as the context requires) an annual general meeting of the Association;

“**Appointed Trustee**” means a Trustee appointed by the Board of Trustees;

“**Articles**” means these articles of association of the Association;

“**The Association**” means the British Deaf Association;

“**Board**” means the Board of Trustees

“**Board of Trustees**” means the Board of Directors of the Association (and “Trustees” and “Trustee” have corresponding meanings);

“**Chair**” means the chair of the Association elected under these Articles;

“**Charities Act**” means the Charities Act 2011 in England and Wales and equivalent law defining charitable status;

“**Charity Commission**” means the Charity Commission for England and Wales: the body responsible for registering and regulating the work and practice of charitable organisations;

“**Chief Executive**” or “**CEO**” means the senior member of staff of the Association, as appointed by the Board of Trustees from time to time;

“**Clear days**” in relation to the period of a notice means normal working days, excluding weekends and bank holidays, commencing the day following notification and excluding the day for which it is given;

“**Code of Conduct for Directors**” means the code approved by the Board of the Association, as amended from time-to-time, specifying the standards and behaviours expected of Trustees;

“**Companies Act**” has the meaning given in section 2 of the Companies Act 2006;

“**Company Secretary**” means the Trustee or person chosen to act in the capacity of company secretary, should the Board so choose;

“**Connected person**” a family member or close associate sharing a mutual or connected beneficial interest with a Trustee;

“**Co-opted Trustee**” means a Trustee appointed by the Board of Trustees to fill a vacancy under these Articles but not (for the avoidance of doubt) an Appointed Trustee;

“Data Protection Act” means the Data Protection Act 2018 and includes the UK implementation of the General Data Protection Regulation (GDPR);

“Deaf” (always with a capital) refers to any person or community for whom Sign Language is the first or preferred language.

“Director” means a director of the Association and includes any person occupying the position of Trustee, by whatever name called;

“Document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“Elected Trustee” means a Trustee elected by the Association under these Articles;

“Electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“Equality Act” means the Equality Act 2010;

“General meeting” means a meeting of the members of the Association;

“Honorary Officers” means the Chair, the Treasurer and the Vice Chair;

“In person” when referring to meetings of the Board or of Members means a meeting held in a single physical location;

“Member” means an ordinary member or young member, as defined in these Articles;

“Memorandum” means the memorandum of association of the Association;

“Ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“Seal” means the common seal of the Association;

“Sign language” refers to a natural language with its own grammar and lexicon employing visual means of communicating using a combination of gestures, facial expressions and body language. It is the primary language used by Deaf people. Sign languages are not universal and vary regionally.

“Special resolution” has the meaning given in section 283 of the Companies Act 2006;

“Treasurer” means the treasurer of the Association appointed by the Board of Trustees;

“Trustee” means a Trustee or director of the Association and includes any person occupying the position of director, by whatever name called;

“United Kingdom” means Great Britain and Northern Ireland;

“Vice Chair” means the Vice Chair of the Association appointed by the Board of Trustees;

“Virtual” when referring to meetings of the Board or of Members means a meeting held with the use of technology, allowing participants to attend the meeting from different physical locations;

“Writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, including references to printing, lithography, photography and other modes, whether sent or supplied in physical or electronic form;

2 Interpretation

- (a) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Association;

Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any one gender include all genders

Any alteration to the Memorandum and Articles of Association can only be made by virtue of a special resolution.

3 Company name

- (a) The name of the company, hereinafter called “the Association” is “British Deaf Association” or “BDA”.

PART 2

DIRECTORS' DUTIES, POWERS AND RESPONSIBILITIES

4 Objects of the Company

- (a) The Association is established for the objects expressed in the Memorandum of Association:
- (b) the objects of the Association are to relieve Deaf people and to advance their education and training;
- (c) the Association must at all times operate in accordance with restrictions imposed by the Charities Act and comply with the regulations and standards set by the Charity Commission.

5 Reserve Power

- (a) The Association may, by special resolution, direct the Trustees to take, or refrain from taking, specified action provided that such direction is in good faith in is in furtherance of the Object;
- (b) No such special resolution invalidates anything which the Trustees have done before the passing of the resolution;
- (c) The Board of the Association shall at all times be chaired by a Trustee who is Deaf, and no decision of the Board may be taken if Deaf Trustees do not form a majority of those present and eligible to vote.

6 Powers

The Association has the following powers which may be exercised solely for the purpose of promoting the Objects:

- (a) to foster the recognition and acceptance of Sign Language as used by Deaf people:
 - i to enhance its status and work towards statutory recognition of BSL;
 - ii to encourage its recognition and adoption throughout public services;
 - iii to advocate for its widespread adoption by media channels;
 - iv to develop and promote opportunities for Sign Language to be learned by the public;
- (b) to assist those responsible for the education of Deaf children by making available to them the experience of Deaf people gained in adult life;
- (c) to create and provide opportunities to learn from and improve the life experience of the Deaf Community:
 - i to give an opportunity for Deaf people to express their opinions and to make representations to appropriate bodies on their needs

- ii to unite in fellowship Deaf people and those interested in their health and well-being;
 - iii to promote the public awareness of Deaf people, the Deaf Community and celebrate Deaf culture;
 - iv to encourage inclusion and active participation from the Deaf Community at all stages of consultation and codesign of services;
 - v to provide advice and information to support Deaf people;
- (d) to influence policy and practice to be Deaf aware whenever and wherever relevant and possible;
- i to take cognisance of all legislation, prospective legislation or statutory instruments affecting Deaf people and to use every legitimate means to urge the Government and local authorities to utilise constructively all powers conferred on them by Parliament to the benefit of Deaf people;
 - ii to take all necessary steps to seek direct representation on governing bodies of all societies, institutions and agencies for Deaf people and on all governmental, municipal and other committees that have been or may be set up to deal with questions affecting the interests of Deaf people;
 - iii to carry out research
 - iv to campaign, provide advice and information to raise Deaf awareness;
 - v to support the training of professionals working with Deaf people.
- (e) to build appropriate relationships
- i to co-operate with other bodies;
 - ii to support, administer or set up other charities, either solely or in partnership, where that is in the best interests of the Association;
 - iii to establish or acquire subsidiary companies;
- (f) to manage the resources of the Association efficiently and effectively to further its objects
- i to accept gifts and raise funds (but not by means of taxable trading)
 - ii to borrow money
 - iii to make grants; (to further the spiritual, educational, social, industrial and general welfare of Deaf people and to assist in the training of professionals with Deaf people
 - iv to give security for loans or other obligations;
 - v to acquire, hire, let and dispose of property of any kind;
 - vi to set aside funds for special purposes or as reserves against future expenditure;
 - vii to insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association when required;

- viii to employ third parties to provide services which further the objects of the Association;
 - ix to consult or employ professional experts to provide specialist advice in relation to financial or other technical decisions;
 - x to deposit or invest its funds in any manner consistent with professional advice provided by suitably qualified professionals;
 - xi to delegate the management of investments to a financial expert, subject to the following:
 - a the investment policy is set down in writing for the financial expert by the Trustees;
 - b timely reports of all transactions are provided to the Trustees;
 - c the performance of the investments is reviewed regularly with the Trustees;
 - d the Trustees are entitled to cancel the delegation arrangement at any time;
 - e the investment policy and the delegation arrangement are reviewed at least once a year;
 - f 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
 - g the financial expert must not do anything outside the powers of the Association;
 - xii to arrange for investments or other property of the Association 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;
 - xiii 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;
 - xiv subject to Article 11(b), to employ paid or unpaid agents, staff or advisers;
 - xv to enter into contracts to provide services to or on behalf of other bodies;
- (g) to do anything else within the law which promotes or helps to promote the Objects.

7 Trustees

- (a) The Trustees are directors of the Association and are responsible for controlling the Association and managing the business of delivering its objects, for which purpose they may exercise all the powers of the Association;
- (b) The number of Trustees shall be not less than four and not more than nine. If there are fewer than four Trustees, the Board may act to fill any of the vacancies or to summon a general meeting, but for no other purpose;

- (c) Trustees are appointed to the Board following a nomination process in keeping with the requirements set out in Article 21:
- i a maximum of 5 Trustees are to be selected for appointment on the basis of skills, experience and competences demonstrated to match the requirements specified and publicised in advance of the selection process;
 - ii a maximum of 4 Trustees are to be elected following nomination by Members;
 - iii a maximum of 3 Trustees may be co-opted on an interim basis to fill any vacancies which may arise;
 - a a co-opted Trustee's appointment will cease at the first opportunity to make a substantive appointment;
 - b a co-opted Trustee will be entitled to seek a substantive appointment subject to the requirements of Article 21;
 - c a non-Deaf person may be co-opted under this article;
 - d no more than two non-Deaf Trustees may be co-opted;
 - iv at any one time, Deaf Trustees must form a substantial majority of the Board;
 - v all Trustees will have the same powers and responsibilities irrespective of the process by which they were appointed;
 - vi all Trustees must be members of the Association;
 - vii the minimum age at which members may be appointed as Trustees is 18;
- (d) Trustees are appointed for a fixed term which shall be specified at the time of appointment;
- i the term of appointment shall not exceed 3 years;
 - ii however appointed, no person shall serve more than 9 consecutive years as a Trustee and may not be re-appointed for a minimum of 2 years thereafter;
 - iii at the end of their term of appointment, Trustees may seek re-appointment, subject to the conditions in clause **7(d)ii**;
- (e) Trustees must at all times uphold the standards and codes expected of directors and meet the requirements for charity trustees, and they may not hold the office of Trustee if:
- i they are not members of the Association;
 - ii they have not signed or do not abide by the current version of the Code of Conduct for Directors, as amended by the Board from time-to-time;
 - iii they hold office or have decision-making authority in another organisation working with or for D/deaf people;
 - iv they cease to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

- v they cease to be eligible to be a charity trustee by virtue of any provision of the Charities Act 2011;
- vi they are subject to a current bankruptcy order, or a composition has been made with their creditors in satisfaction of their debts;
- vii a registered medical practitioner who is treating them gives a written opinion to the Association stating that they have become physically or mentally incapable of acting as a director and may remain so for more than three months;
- viii a court makes an order that, wholly or partly, prevents them from personally exercising any powers or rights which they would otherwise have;
- ix they have been absent from three consecutive ordinary Board meetings without satisfactory explanation, and the Board has resolved that they should be removed;
- x that Trustee is removed by the Council pursuant to the disciplinary code as required by Article 12(a);
- xi a resolution is passed by the voting members pursuant to S168 of the 2006 Companies Act; or,
- xii they have provided written notification to the person designated as Company Secretary under Article 21(a) confirming that they are resigning from office where such resignation has taken effect in accordance with its terms;

8 Trustees' powers

The Trustees have the following powers in the administration of the Association in their capacity as trustees:

- (a) To make appointments under the provision of Article 21
- (b) To develop the effectiveness of the Board, by;
 - i identifying and regularly reviewing the balance of skills, knowledge and experience required by the Board of Trustees;
 - ii identifying gaps in the skills, knowledge and experience of the Board and prioritising those areas for recruitment of future Trustees;
 - iii identify any other honorary officer roles deemed relevant and taking appropriate steps to specify and fill those roles;
 - iv arranging training and development for the Board where necessary;
- (c) To delegate any of their functions to committees or working groups, by ensuring that:
 - i at least one member of each committee or working group must be a Trustee;
 - ii any committee or working group has a defined remit and is fully accountable to the Board of Trustees through a clearly documented reporting structure;

- iii Trustees reserve the right to revoke any delegation in whole or part or alter its terms and conditions;
- (d) To establish policies, procedures and standing orders consistent with the Memorandum and Articles in order to;
 - i provide clear lines of accountability to Members
 - ii ensure the Association is seen to represent the Deaf community with credibility and integrity;
 - iii enable the resolution of disputes and differences,
 - iv capture and resolve any complaints and receive and publicise any plaudits received;
hold Trustees and Members to account, with fair and transparent disciplinary processes when necessary;
- (e) To govern the administration of the Association, with full transparency and accountability, by;
 - i complying with all relevant legislation to which the Association is subject, including the requirements of the Companies Act, the Charities Act, the Equality Act and the Data Protection Act, to:
 - a prepare and authorise annual returns,
 - b subject accounts to audit or independent examination;
 - c file all mandatory returns with relevant regulatory authorities;
 - d to register use of personal information and ensure privacy and confidentiality are secured for all personal and sensitive records;
 - ii keeping records:
 - a all proceedings of meetings of the Board of Trustees;
 - b all proceedings of meetings of Members
 - c all resolutions and decisions taken;
 - d all reports of committees;
 - e all professional advice obtained;
 - f all financial transactions and accounting records;
 - iii making such records available for inspection by Trustees at any time during normal office hours;
 - iv authorising and recording any occasion or purpose for which the seal is used.
- (f) To make any additional rules or introduce any procedures which they think fit, provided that:
 - i any such procedure or rule is documented and a record is kept,
 - ii the decision to introduce such rule or procedure is recorded in keeping with Article 8(e)ii

9 Trustees' proceedings

The Trustees have the following responsibilities to conduct the business of the Association in an effective and transparent manner:

- (a) The Trustees must hold a minimum of 3 quorate meetings of the Board of Trustees each year;
- i a quorum for a Board meeting is three Trustees, provided that Deaf Trustees are in the majority;
 - ii if a quorum is not present, no business is to be transacted, other than to call another meeting, or to take steps necessary to appoint further Trustees;
- (b) A meeting of the Board of Trustees may be held either in person or by suitable electronic means:
- i at least one meeting of the Board each year must be held in person;
 - ii any meeting not held in person, must be conducted using suitable electronic means agreed by all Trustees, in which all participants are able to communicate on equal terms with all other participants, and are able to share information or opinions they have on any particular item of the business of the meeting;
 - iii all Trustees have been notified of the call to the meeting and been supplied with all information relevant to the meeting in accordance with the articles;
 - iv Trustees are deemed to have been present at a Board meeting whether that presence is physical or virtual using agreed communication technology;
 - v Trustees must not be excluded from a Board meeting unless the sole business of the meeting is to address any matter in which that Trustee is conflicted, or they are the subject of disciplinary proceedings;
- (c) The Chair will be responsible for the chairing of Board meetings and the orderly conduct of its business;
- i the chair will be selected by the Trustees consistent with the procedures in article 21(b):
 - ii in the absence of the Chair the meeting will be chaired by a Trustee designated as a deputy, or in the absence of any such designation, the Trustees present shall decide who amongst their number shall chair the meeting;
 - iii any such deputy must be a Deaf Trustee
 - iv the Chair shall agree and notify Trustees of the business to be conducted at each meeting;
 - v the Chair shall recuse themselves and make alternative arrangements for chairing any item of business in which they may be conflicted under the provisions of Article 10(a)
 - vi the Chair shall ensure that a written record is kept at each Board meeting of any actual or perceived conflict of interest declared by Trustees in relation to the business agenda of that meeting, pursuant of Article 10(a)iv

- vii the Chair shall ensure that a written record is kept for at least seven years of attendance at each meeting of Trustees, and every decisions taken by the Board, including any decision taken under the provision of Article 9(e)iii;
- (d) in all aspects of Board responsibility other than those identified in Article 9(c), the Chair will have identical powers to other Trustees;
- (e) Any decision taken by the Board of trustees is binding upon all Trustees whether present or not;
 - i where that decision is taken at a properly constituted meeting of the Board of Trustees, whether held in-person or virtual, the decision shall be determined by a simple majority of those present who are eligible to vote;
 - ii the Chair of the meeting shall hold a casting vote at any properly constituted meeting, if no majority can be reached by other means;
 - iii Trustees may take a decision other than at a properly convened Board meeting, provided that they comply with the provisions with this Article, and can reach a unanimous decision:
 - a the matter upon which a decision is required must call for sufficient urgency that it cannot be deferred to a full meeting;
 - b any Trustee may raise a matter requiring decision after gaining approval from the Chair to follow this procedure;
 - c an agreed communication channel, accessible to all Trustees, must be used to initiate exchange of information and opinions relevant to the matter being decided;
 - d the Trustee seeking the decision must set out the facts of the matter to be decided and set a deadline by which all views and opinions should be shared between Trustees;
 - e at least a quorum of Trustees must contribute to this discussion for any decision to be valid;
 - f after the deadline, the Chair will summarise the views that have been exchanged and propose a resolution setting out the course of action or decision inferred from the content of the exchanges, and set a new deadline within which their interpretation and proposed action/ decision can be challenged;
 - g any Trustee wishing to challenge the recommendation must do so within the proposed time without introducing any additional information or opinion, and may challenge solely on the basis that the recommendation did not accurately reflect or arise naturally from the views exchanged;
 - h if no challenge is raised by the deadline, the Chairs' proposed resolution is carried, binding the Trustees to that decision;
 - i if a challenge is raised, the Chair may revise the resolution, the challenger may agree to support the existing resolution following clarification, or the Chair may defer any decision to the next Board meeting (which may an extraordinary or an ordinarily scheduled meeting);
 - j a record of the information exchange and the result of the final resolution on the matter must be presented to and form part of the proceedings of the next Board meeting;

- iv decisions taken by Trustees will not be invalidated by any circumstances of which the Trustees were unaware at the time the decision was taken, including any procedural defect in reaching that decision, or technical defect affecting the appointment of any of the Trustees present;

10 Conflicts of Interest

- (a) Trustees must at all times act in the best interests of the Association and must:
 - i publish a declaration of interests with the Board, stating any interests they, or a connected person may have for which Board decisions have the potential to generate a personal benefit or advantage to the Trustee,
 - ii identify in their declaration of interests, all positions and responsibilities held in organisations working with or for D/deaf people, and confirm that they do not hold any formal office or have influence over decisions of that organisation, as required by Article **7(e)iii**
 - iii maintain their declaration of interests as circumstances change which may create new risk of conflict;
 - iv declare a potential conflict of interest in relation to individual Board agenda items, and recuse themselves when a decision is required for which a conflict may or does arise;

11 Payments to Trustees

- (a) Trustees are entitled to claim expenses incurred when fulfilling their duties as trustees, and which they would not otherwise incur, subject to following the expenses policy in force at the time the expense was incurred;
- (b) A Trustee must not receive any payment of money or other material benefit from the Association except:
 - i as reimbursement of expenses under the provision of article 11(a)
 - ii as charitable benefits any member of the Association may be able to receive by virtue of membership, provided that the Trustee recuses themselves from any consideration of eligibility to the benefit;
 - iii the benefit or payment is received in return for services provided by the Trustee or their connected party, where the contract to provide that service has been awarded through an open tendering process satisfying the following conditions;
 - a the Trustee offering the service has been excluded from all discussions specifying the service requirements or defining the contract terms, prior to advertising the tender process;
 - b at least three separate suppliers have responded to the tender, only one of which has any Trustee interest;
 - c there is a clearly identified benefit associated with awarding the contract to the party in which the Trustee has interest compared with any of the other bidders;
 - d the conflicted Trustee has been excluded from the awarding process;

- e the performance and quality of the service in relation to the contract specifications shall be overseen by the Chief Executive or other member of the management team who is not a Trustee, and reported to the Trustees at least quarterly;
- iv no more than half the Trustees may receive benefit under the provision of article 11(b)iii
- v where Trustees are receiving payment within the provision of article 11(b)iii members must be notified that a contract has been awarded to a party in which a Trustee has an interest: the notification to include the following:
 - a the name of the Trustee benefitting from the contract;
 - b the value of the award and the contract duration;
 - c the nature of the service being delivered;
 - d justification for choosing the party in which the Trustee has an interest;

12 Suspension and Termination of Trustees

- (a) The Board of Trustees may, if they think fit, suspend any Trustee alleged to have behaved in a manner which is detrimental to the interests of the Association, provided that:
 - i an allegation or complaint has been received in writing, or fellow Trustee(s) have observed behaviours or actions breaching the director's code of conduct;
 - ii that Trustee is appointed to an office or is granted decision-making authority in another organisation working with or for D/deaf people, contrary to Article 7(e)iii;
 - iii the Trustee is notified of the allegation, and the process of investigation to be pursued;
 - iv the decision to suspend is taken by a meeting of the Board consistent with Article 9(d) at which no fewer than $\frac{2}{3}$ of the remaining Trustees are present;
 - v any period of suspension will be managed without prejudice to the outcome, shall be for the minimum period, and be subject to regular review;
- (b) Where a Trustee is suspended pursuant to Article 12(a):
 - i the Trustee shall be excluded from any Trustee duties during the period of suspension;
 - ii the Board shall arrange to investigate the allegations and present a report to the Board setting out the allegations, the results of the investigation and a recommended course of action for the Board to take;
 - iii if the allegations are not proven, the suspension shall be lifted and the Trustee shall resume office with immediate effect;

- iv if the allegations are proven, the Board shall agree and impose such disciplinary sanctions as deemed appropriate, up to and including removal from office and barring from future office within the Association;
 - v the Trustee in question shall be entitled to a copy of the investigation report, and has the right to address the Board before a final decision is taken in relation to disciplinary sanctions;
 - vi the Trustee may appeal the result of the investigation or imposition of sanctions on the sole grounds that they can demonstrate a technical defect in the operation of the disciplinary procedures, or that the procedures have been applied with unfair discrimination;
- (c) A person ceases to be a Trustee as soon as:
- i that person ceases to be a member of the Association;
 - ii that person ceases to be a Trustee by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - iii a bankruptcy order is made against that person;
 - iv a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - v a registered medical practitioner who is treating that person gives a written opinion to the Society stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - vi a court makes an order that, wholly or partly, prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - vii the Trustee provides written notification to the Company Secretary that he/she is resigning from office where such resignation has taken effect in accordance with its terms;
 - viii that Trustee is absent from three consecutive ordinary Trustee meetings and the Trustees resolve that he/she should be removed;
 - ix a resolution is passed by the voting members pursuant to S168 of the 2006 Companies Act; or
 - x that Trustee is removed by the Council pursuant to article 12(b).

PART 3

MEMBERSHIP

13 Members

- (a) Any person interested in furthering the Objects of the Association may apply to become a Member of the Association:

- (b) The procedure for applying for membership is to be prescribed by the Trustees and made available to anyone who requests a copy;
- (c) The Trustees shall have absolute discretion in determining whether to accept or reject an application for membership:
 - i Trustees reserve the right to reject any application which does not follow the procedure set out in Article 13(b)
 - ii the Trustees shall not be bound to explain or disclose the basis of their decision;
 - iii the Trustees shall not discriminate in any way between applicants based on any characteristic protected by the Equality Act, save that applicants must meet the minimum age criterion defined in Article 7(c)vii
- (d) Members of the Association shall at all times abide by the Code of Conduct;
- (e) Members must provide the Association with current electronic contact details which will form the primary communication channel on all matters relevant to maintaining their active membership of the Association;
- (f) The Trustees may establish different classes of membership:
 - i the rights and obligations associated with each class of membership must be clearly documented and made available to members;
 - ii different classes of membership may confer different rights and obligations;
 - iii any mechanism or procedure enabling members to transfer between classes shall be published and operated in a manner which does not discriminate on any basis that does not form part of the identity of that membership class;
- (g) The Association must maintain an accurate register of Members
- (h) Membership is not transferable and shall cease on death;

14 Member Subscriptions

- (a) The Board of Trustees shall determine from time to time whether a subscription is to be payable in respect of membership of the Association
 - i any subscription shall be at a rate determined from time-to-time by the Board of Trustees and ratified by the next following AGM;
 - ii different rates of subscription may be associated with different classes of membership;
 - iii subscriptions shall be payable by members according to the terms defined according to clause 14(a)ii and published by Trustees;
 - iv Trustees shall have discretion to specify extenuating circumstance under which members may seek a reduction in their rate of subscription;

- v members who fail to pay their subscription shall automatically cease to be members after three months has elapsed following the due date for payment;

15 Termination of Members

- (a) An individual's membership of the Association may be terminated in the following circumstances:
 - i they notify the Association of their intention to terminate their membership;
 - ii they fail to pay a subscription which has fallen due, in accordance with Article 14(a)v
 - iii they have failed to maintain a working address for communication with the Association, including receipt of notifications which have been served according to Article 22(a)
 - iv they Board of Trustees is of the opinion that a Member has breached the member's Code of Conduct, either by action or by any communication which is counter to the best interests of the Association, in which case that member will be asked to withdraw from membership, or if necessary, be advised in writing that their membership has been terminated;

16 General Meetings

- (a) Calling and holding general meetings
 - i the Association shall once in every year on such date as the Trustees may determine hold a general meeting as its Annual General Meeting and shall specify the same as such in the notices calling it;
 - ii a General Meeting may be held in person, virtually, by the use of remote technologies, or by a combination of both in-person and virtual attendance, provided that all members present at the meeting are granted equivalent rights to participate in the proceedings;
 - iii all Members shall be entitled to be notified in advance when a general meeting is called in line with the provisions of Article 22(a), with a minimum of 21 clear days' notice for an Annual General Meeting, and a minimum of 14 clear days for any other general meeting;
 - iv further General Meetings may be called at any time by the Trustees;
 - v a General Meeting shall also be convened when more than 5% of Members make such a request in writing, explaining the purpose of the meeting, as provided by S303 of the Companies Acts;
 - vi where a General Meeting is called according to Article 16(a)iv, the Trustees shall issue the Call to a General meeting within 28 days of receipt of the request, providing Members with 14 clear days' notice of the date on which the meeting will be held;
- (b) The quorum for a General Meeting shall be 20 Members;

- (c) No business may be conducted at a General Meeting which is not quorate, save for the agreement to adjourn the meeting, and the selection of an alternative date;
- (d) Speaking at General Meetings;
 - i any Member of the Association attending a general meeting is entitled to speak in relation to a matter which is the subject of the agenda published in the Call to the General Meeting;
 - ii anyone appointed by a Member as their proxy under the provision of Article 18(a) may speak on behalf of the Member, provided that they announce themselves as the proxy for that Member when they speak;
 - iii the Board of Trustees shall have absolute discretion to deny a Member the opportunity to speak, or to curtail a speech, on any subject that does not relate to a matter in the published agenda for that meeting;

17 Voting

The Board of Trustees has absolute discretion to determine whether a Member vote shall be conducted by show of hands at a General Meeting or by electronic ballot;

- (a) where a vote is taken by whatever means, all Members, or their proxies, validly designated according to Article 18, may cast one vote;
- (b) Voting at General Meetings will be conducted by show of hands, unless
 - i the resolution being considered is deemed to be sufficiently sensitive to require voting to be confidential, and the Meeting Call has stated that the vote will be conducted by secret poll; or
 - ii any Member has requested a secret poll be conducted on a resolution, by notifying the Chair of the meeting at least 48 hours in advance of the meeting, and the Chair has agreed;
 - iii the show of hands proves inconclusive and the Chair determines that a poll should be called;
 - iv any Member requests a poll because the result appears inconclusive, and the Chair agrees;
- (c) Voting may be conducted by electronic ballot, provided that:
 - i the electronic ballot is conducted securely and confidentially by an independent organisation;
 - ii ballot papers are sent to all Members in keeping with the requirements of Article 22;
 - iii the purpose of the ballot, the resolution on which Members are asked to vote, and the choices available to members, are clearly explained in the ballot papers;
 - iv the ballot remains open for members to cast their vote for a minimum of 10 clear days from issue of the ballot papers and voting instructions;

- v the results of the ballot must be validated by the independent organisation appointed to conduct the ballot, and published to Members within 5 clear days of the ballot closure;
- vi the result of a vote conducted by electronic ballot has the same validity as if that vote were taken at a General Meeting, provided that the number of Members casting their vote exceeds the quorum for a General Meeting;

18 Proxies

- (a) A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Association;
 - i a person validly appointed as a proxy holds the full rights of the Member whose proxy they hold, irrespective of whether they themselves are a Member of the Association;
 - ii any Member who has appointed a proxy is no longer entitled to attend, speak or vote at a General Meeting unless they have first withdrawn the proxy in writing, before the commencement of that Meeting;
 - iii Members may appoint the Chair of the General Meeting to act as their proxy, and may instruct the Chair how to cast their vote on any resolution which has been published with the Meeting Call;
- (b) Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which:
 - i states the name and address of the Member appointing the proxy;
 - ii identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - iii is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - iv is delivered to the Association not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.
- (c) A proxy notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (d) A proxy notice which is not delivered in such manner shall be invalid [unless the Trustees, in their discretion, accept the notice at any time before the meeting].

19 Resolutions

- (a) The Board of Trustees has absolute discretion to reject any resolution until it has been placed in writing;

- i resolutions requiring a vote at any General meeting shall be communicated to members according to Article 22(a) with a minimum of 14 clear days' notice;
- (b) Members are entitled to request the Board of Trustees to place a resolution before a General Meeting;
 - i where a resolution is raised by Members according to Article 16(a)v, the Board of Trustees may take up to 28 days to consider the resolution and prepare a response to be communicated to members alongside the original resolution;
 - ii Member(s) may withdraw or amend their resolution after receiving the response prepared by the Board of Trustees, but are entitled to place their resolution unchanged before a General Meeting if they so choose.

20 Liabilities

- (a) The liability of Members is limited;
- (b) The liability of Trustees may be indemnified through appropriate insurance, up to the extent covered within the law, insofar as Trustees are not culpable for any liabilities which may arise.

PART 4

ADMINISTRATIVE ARRANGEMENTS

21 Appointments

- (a) To designate a member of the Board to act in the role of Company Secretary;
- (b) To appoint a Chair, by;
 - i specifying the duties, responsibilities and person-specification for the role of Chair;
 - ii making the necessary arrangements for selection and appointment of the Chair;
 - iii ensuring the role of Chair is only undertaken by a Trustee who is Deaf;
 - iv making the necessary arrangements for succession planning;
- (c) The Board of Trustees may appoint staff on any temporary, substantive or contractual basis in order to fulfil the purpose of the Association, provided a transparent and equitable process is adopted, subject to the provision of Article 10(a);

22 Communications

- (a) Any notice, document or other information shall be deemed served on, or delivered to, the intended member:
 - i one hour after the notice, document or information was sent or supplied, if sent or supplied by electronic communication to the address registered by the Member for such purposes, or
 - ii when the material is first made available on the website if the Member has already been notified to expect its publication; or
 - iii when the Member receives (or is deemed to have received) notice of the fact that the material is available on the website;
- (b) For the purposes of Article 22(a), the Association can assume that it is the Member's responsibility to register a working address with the Association, and that information sent to that address has been served by the Association;
 - i the Association is not responsible for a failure in transmission of the information beyond its control; and
 - ii the Association is not responsible for any errors in the contact information provided by the Member;

23 Indemnities and Guarantees

- (a) Every Member promises, if the Association is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- i payment of those debts and liabilities of the Association incurred before he/she ceased to be a Member;
- ii payment of the costs, charges and expenses of winding up; and
- iii the adjustment of rights of contributors among themselves.

24 Dissolution

- (a) Upon the winding up or dissolution of the Association any property whatsoever remaining after satisfaction of all debts and liabilities shall be given or transferred to some other charitable institution or charitable institutions having objects similar to the objects of the Association
 - i such institution or institutions shall be determined by the Members of the Association at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable institute or institutions;
 - ii the transfer of property to such institution shall include a requirement similar to that imposed on the Association, prohibiting further distribution of its income or property.
- (b) A final report and statement of account must be sent to the Commission.