

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE**  
**CAPITAL**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**of**

**THE INSTITUTE OF GROUNDSMANSHIP**

(Most recently amended by Special Resolution on 3 September 2014)

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Ref: TRR/30892.13

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE  
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**MEMORANDUM OF ASSOCIATION**

**of**

**THE INSTITUTE OF GROUNDSMANSHIP**

1. The name of the Company (hereinafter called “the Institute”) is “THE INSTITUTE OF GROUNDSMANSHIP”
2. The registered office of the Institute shall be situated in England
3. The objects for which the Institute is established are:
  - 3.1. To promote the profession of groundsman; and in this Memorandum “groundsman” means the management maintenance or improvement of any type of playing surface, sports stadium, recreation/play ground, course, playing field, amenity area or other place of similar nature and “groundsman” shall be construed accordingly
  - 3.2. To promote quality surfaces and quality services and establish the Institute as the leading professional organisation for grounds management, recognised by the national governing bodies of sport and the public, private and voluntary sectors for its industry knowledge and technical expertise.
  - 3.3. To promote research through grant funding (particularly via the IOG 2012 fund)
  - 3.4. In connection with the objects stated in sub-clauses 3.1 - 3.3 to hold meetings, arrange events and exhibitions, promote training & education, grant certificates of proficiency, award bursaries and issue advice & guidance for the advancement of individuals within the profession **PROVIDED ALWAYS** that no certificate issued by the Institute shall contain any statement expressing or implying that it is granted by or under the authority of any government department or authority
  - 3.5. To co-ordinate the professional activities in all parts of the United Kingdom and elsewhere of groundsmen who are Members of the Institute
  - 3.6. To elevate the status of professional groundsmen

- 3.7. To assist both employers and employees (whether or not Members of the Institute) to maintain, provide and obtain employment for the professional groundsmen and otherwise to pursue similar useful objects in connection with groundsmen
- 3.8. To purchase, take on lease or take in exchange or on hire or otherwise acquire and hold any estate or interest in lands or buildings, or any other real or personal property or any right, privilege, estate or interest which may be deemed to be required for the promotion of the objects of the Institute
- 3.9. To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights of the Institute as may be deemed expedient with a view to the promotion of its objects
- 3.10. To erect, build, construct, alter, improve, enlarge, maintain or work any railways, roads, wharves, stores, buildings, shops, factories, works, plan, machinery necessary for the promotion of the Institute's objects
- 3.11. To borrow or raise money for the purposes of the Institute and for that purpose to mortgage or otherwise charge the whole or any part of the Institute's undertaking, property and assets
- 3.12. To pay out of the funds of the Institute all expenses of or incidental to the formation and registration of the Institute
- 3.13. To apply for and take out, purchase or otherwise acquire any patents, patent rights, inventions, secret processes, copyrights and rights in the nature of copyright which may be useful for the Institute's objects and to grant licences to use the same
- 3.14. To acquire and undertake the whole or any part of the assets and liabilities of any person, firm or company carrying out objects of a nature similar to those which the Institute is authorised to carry on
- 3.15. To amalgamate with any company or organisation having objects similar to those of the Institute, which the Board of Directors and Members resolve is in the best interests of the Institute.
- 3.16. To subscribe or guarantee money for any charitable benevolent or educational object or for any exhibition, which the Board of Directors of the Institute may think desirable or advantageous to the Institute
- 3.17. To invest the money of the Institute not immediately required upon such securities and in such a manner as the Board of Directors of the Institute may from time to time determine

3.18. To do all such other things that are incidental or conducive to the attainment of the above objects or any of them

4. **IT IS HEREBY DECLARED** that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause **PROVIDED THAT** the Institute shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation restriction or condition which if an object of the Institute would make it a Trade Union
5. The income and property of the Institute whencesoever derived, shall be applied solely towards the promotion of the objects of the Institute as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise howsoever by way of profit to the members of the Institute **PROVIDED THAT** nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Institute, or to any member of the Institute in return for any services actually rendered to the Institute, nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let by any member to the Institute
6. The liability of the Members is limited
7. Every Member of the Institute undertakes to contribute to the assets of the Institute in the event of the Institute being wound up while he is a Member, or within one year after he ceases to be a Member for payment of the debts and liabilities of the Institute contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound
8. If upon the winding up or dissolution of the Institute there remains, after the satisfaction of all its debts and liabilities, any profit whatsoever, the same shall not be paid or distributed among the Members of the Institute, but shall be given or transferred to some other body or bodies having objects similar to the objects of the Institute, and which shall prohibit the distribution of its or their own income and property among its or their members to an extent at least as great as is imposed on the Institute under Clause 5 hereof; such body or bodies to be determined by the Members of the Institute at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other body the objects of which are promotion of charity and anything incidental or conducive thereto (whether or not the body is a member of the Institute)
9. True accounts shall be kept of the sums of money received and expended by the Institute, and the matters in respect of which such receipts and expenditure take

place, and of the property, credits and liabilities of the Institute; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Institute for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Institute shall be examined and the correctness of the balance sheet and income and expenditure account ascertained by one or more properly qualified auditor or auditors

10. **WE**, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association

### **NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

**ALBERT WILLIAM HURRELL**

The Bungalow  
Manchester Grammar School  
Manchester  
M13 0XT  
**Head Groundsman**

**DAVID ORMOND JENKINS**

77 Amberly Road  
Bush Hill Park  
Enfield  
Middlesex  
**Retired Head Groundsman**

**WILLIAM ROYLE**

56 Beech Avenue  
Eastcote  
Middlesex  
HA4 3UQ  
**Department Manager**  
**Estates Department**

**GERALD FIELD**

Charwood  
WillowTree Lane  
Off Ruislip Road  
Northolt  
Middlesex  
**Head Groundsman**

**ARTHUR GILLIGAN**

Cherry Trees  
Mare Hill  
Pulborough  
Sussex  
**Retired**

**ARCHIBALD McTAGGART**

The Rookery  
Motspur Park  
New Malden  
Surrey  
**Head Groundsman**

**LAURANCE WALTER WHITE**

44 Adelaide Drive  
Sittingbourne  
Kent  
**Retired Head Groundsman**

**MICHAEL KINLOCK**

53 St Mary's Road  
Huyton  
Merseyside  
L36 5SP  
**Head Groundsman**

**LEONARD BADEN NASH**

48 Silo Drive  
Farncombe  
Godalming  
Surrey

**Retired Head Groundsman**

**WILLIAM HENRY GEORGE BOWLES**

Agar's Plough  
Eton College  
Windsor  
Berkshire

**Head Groundsman**

**LESLIE CURTIS**

84 Langworth Road  
Moston  
Manchester  
M10

**Retired Head Groundsman**

**WILLIAM JOSEPH WELLS**

59 Grossways Lane  
Birmingham

**Retired Head Groundsman**

**PERCY MEREDITH PHILLIPS**

275 Minshull New Road  
Crewe  
Cheshire

**Head Groundsman**

**LESLIE FRANCIS HANCORN**

165 Gloucester Road  
Croydon  
Surrey  
CR0 2DW

**Area Superintendent**

**JOHN SMITH**

105 The Lane  
Far Lane  
Rotherham  
Yorks

**Head Groundsman**

**CYRIL CHARLES MOSLIN**

2 Cranbourn Road  
Potters Bar  
Herts

**Head Groundsman**

**ROBERT JOHN CORBIN**

107 Kenilworth Avenue  
Wimbledon Park  
SW19

**Horticultural Parks Officer**

**CYRIL ARTHUR TURNER**

The Lodge  
Portsmouth Grammar School Playing Fields  
Hilsea  
Portsmouth, MP02 9RP

**Head Groundsman**

**ARTHUR IVOR HUGHES**

Ainslee House  
Laleston  
Bridgend, Glamorgan

**Retired Head Groundsman**

**HERBERT CHRISTMAS LOCK**

22 Tatnell Road  
London  
SE23

**Retired Head Groundsman**

**JOHN JONES**

32 Trentham Drive  
Aspley  
Nottingham

**Head Groundsman**

**RONALD ARTHUR BENTLEY**

589 Southmead Road  
Filton  
Bristol

**Head Groundsman**

**DAVID ALAN REES**  
204 Alnwick Road  
Lee  
London  
SE12  
**Head Groundsman**

**LIONEL WILLIAM VICTOR ELDRIDGE**  
5 Freshfield Square  
Millbrook  
Southampton  
Hants  
**Retired Head Groundsman**

**DATED** this 20<sup>th</sup> day of June 1975

Witness to the above Signatures:

**ALASTAIR THOMPSON**  
5 Paper Buildings  
Temple  
London  
EC4  
**Solicitor**

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**INSTITUTE OF GROUNDSMANSHIP**

**1. INTERPRETATION**

1.1.1. The following shall be the Articles of Association of the Institute of Groundsmanship.

1.1.2. In these Articles of Association:

“the Act” means the Companies Act 2006 or any statutory re-enactment or modification thereof

“the Articles” means these Articles of Association of the Institute as may be subsequently altered by Special Resolution of the Institute in General Meeting

“Board of Directors” or “Board” means the directors of the Institute elected or appointed under Article 10

“Ceases to be Eligible” means ceasing at any time (“the review date”) after the date of application to satisfy the criteria for membership of the class to which the Member belongs assuming that an application for membership of that class was made at the review date and “ineligibility” shall be construed accordingly

“Eligible” means satisfying at the date of application the criteria for membership of the relevant class and “eligibility” shall be construed accordingly

“Company Secretary” means any person appointed to perform the duties of the Secretary of the Institute



“Chief Executive”	means the person appointed by the Board to oversee the day to day operation of the Institute
“Chairman”	means the person elected by the Members in accordance with these Articles to oversee the operations of the Institute and the Board of Directors and with ultimate responsibility for corporate policy and strategy
“Sector Director”	means a Member of the Institute who has been elected in accordance with these Articles to such office by the Members
“Independent Director”	means a person (who need not be a Member) appointed in accordance with these Articles to such office by the Board of Directors
“Groundsmanship”	has the meaning ascribed thereto by Clause 3.1 of the Memorandum of Association of the Institute
“the Institute”	means The Institute of Groundsmanship
“the Seal”	means the common seal of the Institute
“Sub-committee”	means every committee of the Board of Directors duly established under the provisions of these Articles
“the United Kingdom”	means Great Britain and Northern Ireland
“Voting Members”	means the Members entitled to vote in accordance with Article 8.

1.1.3. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing works in a visible form. Unless the context otherwise requires, words or expressions contained in the Articles shall, subject to the provisions of this Article, bear the same meaning as in the Act in force at the date on which these Articles become binding on the Institute.

1.1.4. Words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice versa, words importing the

singular shall be treated as importing the plural and vice versa and words importing whole shall be treated as including a reference to any part thereof.

## 2. MEMBERS

- 2.1.1. The number of Members of the Institute is unlimited
- 2.1.2. The subscribers to the Memorandum of Association and other such persons as the Board of Directors shall admit to membership shall be Members of the Institute
- 2.1.3. The Board of Directors shall investigate the admission to membership of the Institute of any person in respect of whom the branch (if any) of the Institute for an area in which the Member resides shall (by its branch committee) notify the Board of Directors of its opposition to his admission.
- 2.1.4. Unless the Board of Directors shall from time to time or at any time otherwise decide an application for membership of the Institute shall be made through the Head Office of the Institute. The Board of Directors shall as soon as reasonably practicable following receipt of such application consider and shall in its absolute and unfettered discretion either accept or refuse to accept such application. The Board of Directors may lay down further regulations from time to time regarding the procedure and any conditions for applications for membership.
- 2.1.5. There shall be three classes of membership of the Institute:
  - 2.1.5.1 Full Members
  - 2.1.5.2 Associate Members and
  - 2.1.5.3 Corporate Members
- 2.1.6. Full Members
  - 2.1.6.1 Any individual aged 16 years or older who is engaged full-time or part-time in groundsmanship, greenkeeping, horticulture, landscaping, amenity management, play sector or any other profession or group approved by the Institute from time to time shall be eligible to be a Full Member of the Institute;
  - 2.1.6.2 Any student with an interest in entering into groundsmanship, greenkeeping, horticulture, landscaping, amenity management, play sector or any other profession or group approved by the Institute from time to time as a career shall be eligible to be a Full Member of the Institute, such Full Members having Student Status;
  - 2.1.6.3 Any person aged under 16 years with an interest in entering into groundsmanship, greenkeeping, horticulture, landscaping, amenity management, play sector or any other profession or group approved by the Institute from time to time as a career shall be eligible to be a Full Member of the Institute, such Full Members having Under-16 Status;

- 2.1.6.4 Any person with a non-commercial, non-professional interest in groundsmanship, greenkeeping, horticulture, landscaping, amenity management or play sector shall be eligible to be a Full Member of the Institute, such Full Members having Domestic Status;
- 2.1.6.5 Members may be awarded Fellow Status upon the award of the National Diploma in Turfculture or the award of another such qualification approved by the Institute, and upon the successful completion and maintenance of the required level of the IOG Continuing Professional Development Programme
- 2.1.7. Associate Members
- 2.1.7.1 Any local authority, sports club, contractor, school, or similar organisations employing grounds staff to maintain grounds are eligible to apply for Associate Membership of the Institute;
- 2.1.7.2 Any consultancy firm, educational establishment employing lecturers or Trading Organisation in a relevant profession are eligible to apply for Associate Membership of the Institute;
- 2.1.7.3 Any governing bodies of sports, associations, institutes, charities, not for profit organisations, representative groups, partnership organisations or similar involved in the promotion of sport or the promotion of or furtherance of objects similar to the objects of the Institute are eligible to apply for Associate Membership of the Institute;
- 2.1.7.4 Any employees directly associated with the organisation applying for membership may be added to the membership to represent the Associate Member and to receive the benefits of the membership
- 2.1.8. Corporate Members
- 2.1.8.1 Any company or commercial or corporate organisation which is involved in the supply of materials or services for groundsmanship, greenkeeping, horticulture, landscaping, amenity management, play sector or any other industry sector approved by the Institute from time to time shall be eligible for Corporate Membership of the Institute;
- 2.1.8.2 Any employee or dealer or distributor directly associated with the company, corporate or commercial organisation applying for membership may be added to the membership to represent the Corporate Member and receive the benefits of the membership
- 2.1.9. Any individual accepted for membership who is eligible to be a Full Member shall be admitted as and (subject to Articles 2.1.12, 2.1.13 and 2.1.19 hereof) remain as a Full Member

- 2.1.10. Any organisation accepted for membership which is eligible to be an Associate Member shall be admitted as and (subject to Articles 2.1.12, 2.1.13 and 2.1.19 hereof) remain an Associate Member
- 2.1.11. Any body corporate or other organisation accepted for membership which is eligible to be a Corporate Member shall be admitted as and (subject to Articles 2.1.12, 2.1.13 and 2.1.19 hereof) remain as a Corporate Member
- 2.1.12. If at any time any Member becomes eligible to be included in a class of membership other than that into which he was admitted he may by notice in writing to the Chief Executive apply to be admitted to that other class of membership. The Chief Executive shall as soon as reasonably practicable following receipt of such notice consider and make a decision in his reasonable discretion upon such application.
- 2.1.13. If any Member ceases to be eligible to be a Member in the class to which he is for the time being admitted he shall forthwith notify the Institute in writing of such fact and the Chief Executive shall in his reasonable discretion determine whether such Member shall cease to be a Member of that class and (being eligible for some other class of membership) shall be admitted to that other class
- 2.1.14. If no such notification is made but the Chief Executive receives information which, if true, would render a Member ineligible for membership of the class to which he is at the time admitted, the Chief Executive shall be obliged to notify such Member of the information received and to require him either to confirm the accuracy of the information or to satisfy the Chief Executive that it is inaccurate and unless the Chief Executive is so satisfied within 28 days of its notification as aforesaid (or such other longer period as the Chief Executive shall in his absolute and unfettered discretion decide and notify) such Member shall be deemed on expiry of the said period to have notified the Chief Executive under Article 2.1.13 hereof.
- 2.1.15. Forthwith upon making such determination as is required by Article 2.1.13 hereof and in any event within 6 months of such notification or deemed notification as aforesaid the Chief Executive shall notify such Member of his decision and on the expiry of 12 months from the date of notification (or deemed notification) by the Member of his cesser of eligibility he shall cease to be a Member or (as the case may be) become admitted to such alternative class of membership as the Chief Executive shall have determined.
- 2.1.16. Notwithstanding anything in Articles 2.1.6 and 2.1.13 hereof, any Full Member, Full Member with Fellow Status, Full Member with Student Status, Full Member with Under-16 Status, Full Member with Domestic Status or Associate Member who irrespective of the period of membership and whether in one or more of the said three classes of membership, would otherwise cease to be eligible for membership in the class and/or status in which he was last included, shall, if the Chief Executive in his absolute and unfettered discretion for any reason whatsoever decide, be eligible and continue to be a Member in the class and/or status in which he was last so included

- 2.1.17. The Chief Executive may at any time in his absolute and unfettered discretion determine that the subscription fee of a Full Member who has retired from full-time engagement in the industry shall only be one half of the subscription fee of the Members in that class and/or status
- 2.1.18. The Board of Directors may at any time in its absolute and unfettered discretion determine that a Full Member shall be appointed as a Life Member. A Life Member shall have all the rights and obligations of the class and/or status in which he was last included save for the obligation to pay subscription fees to the Institute. No person shall be appointed as a Life Member except on the recommendation of the regional committee of the region in which he resides and unless in the opinion of the Board of Directors he has made a substantial contribution over a prolonged period to the activities of the Institute
- 2.1.19. If any Member shall in the opinion of the Board of Directors be guilty of any conduct which is likely to cause injury or to bring discredit to the Institute or to frustrate or hamper the objects of the Institute subject to the provisions hereinafter contained, the Board of Directors may in writing require the Member to resign his membership of the Institute and if the Member shall not resign his membership within one month from the date of the request, the Board of Directors may by a further resolution expel the Member from membership of the Institute.
- 2.1.20. Before requesting any Member to resign from the Institute, the Board of Directors shall give to such Member a reasonable opportunity to be heard at a meeting of the Board of Directors and to show cause why he should not be asked to resign or be expelled from the Institute.
- 2.1.21. Notice of the intention of moving a resolution to require any Member to resign or to expel any Member from the Institute shall be given to every person entitled to receive notices of meetings of the Board of Directors
- 2.1.22. A resolution requesting any Member to resign or expelling any Member from the Institute shall not be deemed to have been passed unless it is carried by a two-thirds majority of the members present and voting at a meeting of the Board of Directors
- 2.1.23. If the Board of Directors shall expel any Member from the Institute, the Chief Executive shall forthwith give notice in writing to the Member of the decision of the Board of Directors and the Member may within one month from receipt of the said notice give to the Chief Executive written notice of appeal against the decision of the Board of Directors to the Arbitration Committee
- 2.1.24. If any Member shall be expelled from the Institute by the Board of Directors he shall cease to be a Member of the Institute at the expiry of one month from the date when he receives notice of the decision of the Board of Directors to expel him, and the decision of the Board of Directors shall not be disputed by any Member or by any person claiming under any Member either by proceedings in any court of law or by any other means **PROVIDED THAT** if the Member whom

the Board of Directors has decided to expel shall give notice of appeal as provided in Article 2.1.23, he shall continue to remain a Member of the Institute as if he has not been expelled by the Board of Directors.

2.1.25. The Arbitration Committee shall give every reasonable opportunity to the Member whom the Board of Directors has decided to expel to be heard by the Arbitration Committee and to show just cause why he should not be expelled from the Institute. If the committee reach the conclusion that the decision of the Board of Directors to expel the Member was misguided then they will make representation to explain this to the Board. The Board will then make the final decision and shall forthwith notify the Member of that decision. If the decision is unchanged the Member shall thereupon cease to be a Member of the Institute

### 3. PAYMENTS BY MEMBERS TO THE INSTITUTE

3.1.1 Subject to the confirmation of the Institute in General Meeting, the Board of Directors may make any regulations for the payments of such sums of money by way of annual subscriptions or otherwise by Members of the Institute to the central funds of the Institute or to any branch or region of the Institute which may be established under the provisions of Article 4.1.1 as the Institute in General Meeting or the Board of Directors may determine

3.1.2 Subject to confirmation of the Institute in General Meeting, the Board of Directors may from time to time make any regulations as to the manner in which such subscriptions or other sums of money as the Members may be required to pay the Institute under the provisions of Article 3.1.1 shall be so paid

3.1.3 If any Member of the Institute shall not pay any subscription or other sum of money which is due to be paid under these Articles by such Member, within a period of one month from the date when such subscription or other sum was due to be paid, he shall at the expiry of the one month period cease to be a Member of the Institute, but he shall nevertheless remain under a liability to pay any monies due from him as a subscription or in any other manner **PROVIDED THAT** the Board of Directors may, as it thinks fit at any time before the expiration of the said period of one month, resolve that such Member shall not so cease to be a Member if he complies with any conditions as to payment of subscriptions or other such debt that the Board of Directors may think fit to impose

3.1.4 A Member of the Institute shall not be entitled to be elected or appointed to be a member of the Board of Directors or the Arbitration Committee or any Sub-Committee or any branch or regional committee or to vote at any General Meeting of the Institute or to claim any of the rights which under the Articles or otherwise may be claimed by Members of the Institute during any period when he is indebted under the provisions of these Articles for a period exceeding one month in respect of any subscription or other sum which he might be required to pay.

3.1.5 A Member of the Institute who for any reason shall cease to be a Member or who shall become entitled to an abatement of his subscription under Article 2.1.17 or 2.1.18 shall not be entitled to claim repayment of any monies which he has paid in

respect of any period either before or after the date when he ceased to be a Member or became so entitled

#### 4. REGIONS AND BRANCHES

- 4.1.1. The Board of Directors may authorise and provide for the formation or the dissolution of any local region or branch of the Institute in any part of the United Kingdom or elsewhere, and may from time to time make regulations for the constitution, organisation, conduct of the financial and all other business and affairs whatsoever of such region or branch, and for their meetings and proceedings and for the scope and exercise of their powers and authorities **PROVIDED THAT** none of the said regulations shall conflict with any of these Articles, and that if any regulation shall so conflict then such regulation shall be inoperative and void
- 4.1.2. Any Member may take part in the activities of a region or branch but only Voting Members may vote
- 4.1.3. There shall be seven regions of the Institute or other such number as the Board of Directors may from time to time decide
- 4.1.4. Voting Members of branches shall in accordance with regulations made from time to time by the Board of Directors elect from among their branch membership a branch committee consisting of not less than five Members and such branch committee shall hold office for a one year term until the next following election of the branch committee at which time all members of the branch committee shall be deemed to retire but shall be eligible for re-election
- 4.1.5. Each branch committee shall within one month of its election elect one Member of the branch committee to be its representative on the regional committee of the region to which the branch has been allocated by the Board of Directors. Members of regional committees shall hold the office from the date of election and shall continue in office for a two year term. Members of the regional committees shall be eligible to hold office for two consecutive terms only unless there are exceptional circumstances and the Board approve otherwise.
- 4.1.6. Subject to any of the provisions of the Articles and to any regulations which may have been made pursuant to Article 4.1.1, the Board of Directors may take any steps which it may think fit in order to raise money for the purposes of the Institute from the regions of the Institute which may be formed under the provision of Article 4.1.1 by way of an annual levy or otherwise
- 4.1.7. The Board shall in considering the formation, dissolution or regulation of any region or branch under Article 4.1.1 review whether the region or branch is an active branch or an active region which shall be defined as follows:
  - 4.1.7.1 An active branch should have a minimum of 20 Members. It will also have a committee consisting of 5 officers including branch chairman and 4 other named Members holding a volunteer role as detailed in the

volunteer handbook. The committee should meet a minimum of twice yearly. All branch meetings should have a quorum of members which is made up of at least 3 committee members and 4 other branch members

- 4.1.7.2 An active region will have a minimum of 75 Members. It will also have a full committee of volunteers as detailed in the volunteer handbook. The committee should meet a minimum of twice yearly. All region meetings should have a quorum of members which is made up of at least 5 committee members and 8 other region members.

## **5. GENERAL MEETING**

- 5.1.1. The Institute shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. The Annual General Meeting shall be held at such time and place as the Board of Directors shall determine
- 5.1.2. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings
- 5.1.3. The Board of Directors may whenever it thinks fit convene an Extraordinary General Meeting, and an Extraordinary General Meeting may also be convened on the requisition of not less than one hundred Members having the right to vote at General Meetings of the Institute or by Members representing not less than one-tenth of the members having at the date of the deposit of the requisition the right to vote at such meetings (whichever is the less) and in either case the provisions of Section 303 of the Act shall mutatis mutandis apply to the requisitioning of an Extraordinary General Meeting.

## **6. NOTICE OF GENERAL MEETINGS**

- 6.1.1. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by at least twenty-one days' notice in writing and a Meeting of the Institute other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting, and, in the case of special business, the general nature of that business. The notice shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Institute in General Meeting, to such persons as are, under the provisions of the Articles, entitled to receive such notice from the Institute



- 6.1.2. A Meeting of the Institute shall, notwithstanding that it is called by shorter notice than specified in Article 6.1.1, be deemed to have been duly called if it is so agreed:
- 6.1.2.1 in the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat, and
  - 6.1.2.2 in the case of any other Meeting by a majority number of the Members having a right to attend and vote at the Meeting being a majority together representing not less than ninety-five per cent of the total voting rights of all the Members
- 6.1.3. Subject to the provisions of the Act, and of Articles 6.1.2 and 6.1.5, no resolution, other than a resolution to elect a chairman or to adjourn the Meeting or otherwise to regulate the conduct of the Meeting, shall be moved at any General Meeting of the Institute unless notice of the terms of the resolution supported by a proposer and at least one seconder shall have been given to the Company Secretary at least one month before the date of such Meeting **PROVIDED THAT**, if after notice of such terms of a resolution have been given to the Company Secretary, a Meeting is called for a date one month or less after the notice has been given, the notice though not given within the time required by this Article shall be deemed to have been properly given for the purposes hereof
- 6.1.4. On requisition as provided by and subject to the provisions of Sections 314 to 317 of the Act notice shall be given to the Members of the Institute entitled to receive notice of the next Annual General Meeting of the Institute of any resolution which may properly be moved and is intended to be moved at that Meeting
- 6.1.5. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive the same shall not invalidate the proceedings of that Meeting

## 7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1.1. All business shall be deemed special that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the report of the Board of Directors and the auditors, the election of members of the Board of Directors and the appointment of, and the fixing of the remuneration of the auditors and all business shall also be deemed special that is transacted at any other General Meeting
- 7.1.2. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business. Save as herein otherwise provided, twenty Full Members (excluding those with Student Status, Under-16 Status and/or Domestic Status) shall be a quorum

- 7.1.3. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of the Members, shall be dissolved; in any other case it shall be held on the same day in the next week, at the same time and place, or on such other day and at such other time and place as the Board of Directors may determine; and if at this Meeting a quorum is not present within half an hour from the time appointed, the Members present shall be a quorum
- 7.1.4. The Chairman of the Institute shall preside as chairman at every General Meeting of the Institute.
- 7.1.5. If the Chairman shall not be present within fifteen minutes after the time appointed for the holding of any General Meeting, then the members of the Board of Directors present shall elect one of their number to be chairman of the Meeting
- 7.1.6. If at any Meeting no member of the Board of Directors is willing to act as chairman, or no member of the Board of Directors is present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of their number being a Member who has the right to vote at the Meeting to be chairman of the Meeting
- 7.1.7. The Chairman may, with the consent of any Meeting at which a quorum is present, and shall if so directed by the Meeting, adjourn the Meeting from time to time and from place to place but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting at which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned Meeting
- 7.1.8. At every General Meeting, a resolution put to the vote of the Meeting shall be decided on a show of hands, and a declaration by the chairman of the Meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority shall not be challenged by any Member of the Institute and an entry of the result of the vote in the book containing the minutes of proceedings of the Institute shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution; but nothing in this Article shall apply if a poll is demanded in accordance with the provisions of Article 7.1.9
- 7.1.9. A poll, either before or on the declaration of the result of a vote by a show of hands may be demanded on any question other than the election of the chairman of the Meeting under the provisions of Article 7.1.6 or the adjournment of the Meeting:
- 7.1.9.1 by the chairman of the Meeting; or
- 7.1.9.2 by at least five Members present having the right to vote at the Meeting; or

- 7.1.9.3 by any Member or Members present in person and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the Meeting
- 7.1.10. The demand for a poll may be withdrawn
- 7.1.11. A poll shall be taken at such time as the chairman of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded
- 7.1.12. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the Meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote
- 7.1.13. Subject to the provisions of the Act, including those relating to Special Resolutions, a resolution in writing, signed by all Members for the time being entitled to vote at General Meetings shall be valid and effective as if the same has been passed at a General Meeting of the Institute duly convened and held

## **8. VOTES OF MEMBERS**

- 8.1.1. The voting rights of each class of membership shall be as follows:
  - 8.1.1.1 every Full Member (excluding those with Student Status, Under-16 Status and/or Domestic Status) shall have one vote
  - 8.1.1.2 every Associate Member shall have one vote exercisable by a nominated representative in accordance with Article 9
  - 8.1.1.3 every Corporate Member and all Full Members with Student Status, Under-16 Status and/or Domestic Status shall be entitled to notice of every General Meeting and to attend the same, but shall not be entitled to vote thereat
- 8.1.2. The Board of Directors may from time to time make such regulations or bye-laws, not being inconsistent with the Act or these Articles, as they may deem necessary or expedient or convenient for the timing and manner of conducting postal ballots and shall adopt such means as they think sufficient to bring to the notice of Members all such regulations and bye-laws. Regulations or bye-laws so made shall be binding on Members, provided that the Members in General Meeting shall have power to alter, add or to repeal such regulations or bye-laws but not so as to invalidate any prior act done pursuant to such regulations and bye-laws
- 8.1.3. On a poll, votes may be given either personally or by proxy

- 8.1.4. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. A proxy need not be a Member of the Institute
- 8.1.5. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Institute or at such other place within the United Kingdom as is specified for that purpose in the notice convening the Meeting, not less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposed to vote, and in default the instrument of proxy shall not be treated as valid
- 8.1.6. An instrument appointing a proxy shall be in the following form or as near thereto as circumstances admit:

**“THE INSTITUTE OF GROUNDSMANSHIP”**

“I/WE  
of  
in the country of \_\_\_\_\_ being a Member/Members of the above named Institute  
hereby appoint  
of  
or failing him  
of  
as my/our proxy to vote for me/us on my/our behalf at the Annual/Extraordinary (as the case may  
be) General Meeting of the Institute to be held on the \_\_\_\_\_ day of  
and  
at any adjournment thereof  
**SIGNED                    this                    day of                    ”**

- 8.1.7. Where it is desired to afford Members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

**“THE INSTITUTE OF GROUNDSMANSHIP”**

“I/WE  
of  
in the country of \_\_\_\_\_ being a Member/Members of the above named Institute  
hereby appoint  
of  
or failing him  
of  
as my/our proxy to vote for me/us on my/our behalf at the Annual/Extraordinary (as the case may  
be) General Meeting of the Institute to be held on the \_\_\_\_\_ day of  
and  
at any adjournment thereof

**SIGNED**                    **this**                    **day of**

This form is to be used \*in favour of/against the resolution  
Unless otherwise instructed, the proxy will vote as he thinks fit”  
\*Strike out whichever is not desired

- 8.1.8. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll
- 8.1.9. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or the authority under which the proxy was executed **PROVIDED THAT** no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Institute at its registered office before the commencement of the Meeting or adjourned Meeting at which the proxy is used

**9. ASSOCIATIONS AND CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

- 9.1.1. An Associate Member may attend and vote at General Meetings by a nominated representative it has duly authorised in writing for that purpose such authority to be available for inspection immediately before such Meeting if required by the Institute.
- 9.1.2. A Corporate Member may duly attend General Meetings by any person it has duly authorised in writing for that purpose such authority to be available for inspection immediately before such Meeting if required by the Institute.

**10. BOARD OF DIRECTORS**

- 10.1.1. The governing body of the Institute shall be the Board of Directors. The Board of Directors shall consist of:
- 10.1.2. The Chairman of the Institute elected pursuant to Article 10.1.6 (“the Chairman”)
- 10.1.3. The Sector Directors of the Institute elected pursuant to Articles 10.1.7 to 10.1.9 (“Sector Directors”)
- 10.1.4. The five Independent Directors of the Institute appointed pursuant to Article 10.1.10 (“Independent Directors”)
- 10.1.5. The Chairman may be appointed from within or outside of the Groundsmanship industry and need not be a Full Member of the Institute. A subcommittee of the Board will nominate a short list of suitable applicants for election to this position by the Members.

- 10.1.6. The Chairman shall be elected for a three year term by postal ballot of Voting Members, such term to run from the close of the Annual General Meeting of the Institute in 2010
- 10.1.7. The Sector Directors shall consist of up to two Directors elected from each of the following sectors:
- (a) professional sport
  - (b) volunteers
  - (c) local authority; and
  - (d) up to three Directors elected from the education sector
- 10.1.8. Any full Member may put himself/herself forward for election as a Sector Director (in accordance with Article 10.1.13), provided he/she works full or part-time for the relevant sector.
- 10.1.9. Ballots for the election of Sector Directors shall be held in accordance with regulations laid down from time to time by the Board of Directors and until such elections the existing National Directors shall be designated as Sector Directors as decided by the Board.
- 10.1.10. The Chief Executive will recommend nominees to include at least one representative of the Corporate Membership for the position of Independent Director to the Board which will agree the appointment of the Independent Directors. The term of appointment will be three years from the date of appointment. Independent Directors will have the same voting rights as Sector Directors
- 10.1.11 No person may be elected to be a Sector Director unless he is a Full Member with voting rights
- 10.1.12 No person may concurrently hold more than one office on the Board of Directors, and if he shall be elected to another office he shall vacate his first office immediately before the term of his second office commences
- 10.1.13 No person shall be eligible for election as Chairman or Sector Director unless by no earlier than 1<sup>st</sup> November and no later than 31<sup>st</sup> December in the preceding year there shall have been left at the Head Office of the Institute a notice in writing signed by a proposer a seconder and (in the case of the Chairman) five other persons and (in the case of Sector Director) three other persons all of whom shall be Voting Members nominating a Full Member (excluding those with Student Status, Under-16 Status and/or Domestic Status) or a Full Member with Fellow Status for election in the postal ballot due in the following year, together with notice in writing signed by the nominee of his willingness to be elected.
- 10.1.14 The retiring members of the Board of Directors shall on their retirement if otherwise eligible be eligible to be re-elected as members of the Board of

Directors, but for no more than two consecutive terms unless there are exceptional circumstances

- 10.1.15 A person shall be eligible to be elected or appointed as a member of the Board of Directors notwithstanding that he has reached the age of 70 and a member of the Board of Directors shall not be obliged to retire from office at the conclusion of the first Annual General Meeting after he has reached the age of 70 or at any other time, merely because he has reached the age of 70 or any other age.
- 10.1.16 A finance group will be formed consisting of the Chairman, the Chief Executive, the Head of Finance and two Directors which will be responsible for the financial affairs of the Institute.
- 10.1.17 A representative of the Institute's Young Board of Directors shall be invited to attend all Board Meetings and have "observer" status at such Board Meetings, but shall have no right to vote.

## **11 POWER AND DUTIES OF THE BOARD OF DIRECTORS**

- 11.1.1. The business of the Institute shall be managed by the Board of Directors which may pay all expenses incurred in promoting and registering the Institute, and may exercise all such powers of the Institute as are not, by the Act or by these Articles, required to be exercised by the Institute in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, not being inconsistent with the aforesaid provisions, as may be prescribed by the Institute in General Meeting; but no regulation made by the Institute in General Meeting shall invalidate any prior act of the Board of Directors which would have been valid if that regulation had not been made
- 11.1.2. A member of the Board of Directors shall not vote in respect of any contract or proposed contract with the Institute in which he is either directly or indirectly interested, or in respect of any matter arising there out, and if he does so vote his vote shall not be counted
- 11.1.3. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two of the following persons, namely the Chairman, the Chief Executive and all such other persons as may be nominated for the purpose by the Board of Directors
- 11.1.4. The Institute may pay all travelling and other expenses reasonably incurred by members of the Board of Directors in connection with the business of the Institute and such expenses shall be paid out of the central funds of the Institute
- 11.1.5. If the Chairman or the National Treasurer shall die while in office, or vacate office under these Articles, the Board of Directors may appoint any person who is eligible under Articles 10.1.5 (as appropriate) to fill the office vacated, and such person shall hold office in place of the former officer until (in the case of the

Chairman) a ballot for the office can be arranged and until (in the case of the Treasurer) the close of the meeting of the Board of Directors at which the term of office of his predecessor would have expired

- 11.1.6. If any Director shall die while in office, or shall vacate office under these Articles or shall be appointed to fill a vacancy under Article 11.1.5, the Board may appoint any person pursuant to Articles 10.1.7 & 10.1.10 of the Institute to hold office as Director in his place, and such person shall, subject to Article 12, hold office as a Director until the close of the Annual General Meeting of the Institute at which the term of office of his predecessor would have expired

## **12 DISQUALIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS**

- 12.1.1. A member of the Board of Directors shall vacate office as a member of the Board of Directors if the member:

12.1.1.1 ceases to be a Full Member of the Institute in the case of Sector Directors;

12.1.1.2 becomes bankrupt, or makes any arrangement or composition with his creditors generally;

12.1.1.3 becomes prohibited from being a member of the Board of Directors by reason of any order made under Section 168 of the Act;

12.1.1.4 in the reasonable opinion of the Board of Directors (which should be supported by a written medical opinion) becomes of unsound mind;

12.1.1.5 is convicted of a serious criminal offence;

12.1.1.6 gives notice in writing to the Chief Executive that he resigns as a director from the Board of Directors;

12.1.1.7 shall for three consecutive meetings have been absent without permission of the Board of Directors from Meetings of the Board of Directors; or

12.1.1.8 is in the reasonable opinion of the Board of Directors guilty of conduct likely to bring the Institute into disrepute

- 12.1.2. The Institute may pursuant to Section 168 of the Act by ordinary resolution of which special notice has been given in accordance with the Act, remove any member of the Board of Directors before the expiration of his period of office, notwithstanding anything in these Articles

## **13. PROCEEDINGS OF THE BOARD OF DIRECTORS**



- 13.1.1. The Board of Directors may meet for the despatch of business, adjourn and otherwise regulate its Meetings as it thinks fit, subject to any regulations which may from time to time be imposed by the Institute in General Meeting. Any two members of the Board of Directors or any one member of the Board of Directors with the approval of the Company Secretary may requisition the Company Secretary and upon such requisition the Company Secretary shall summon a meeting of the Board of Directors. Notice of a meeting of the Board of Directors shall be given to every member of the Board of Directors, except that it shall not be necessary to give such notice to any member of the Board of Directors for the time being absent from the United Kingdom and who is ordinarily resident in the United Kingdom
- 13.1.2. The quorum necessary for the transaction of the business of the Board of Directors shall be four, or other such number as may be from time to time determined by the Institute in General Meeting provided always that there must be more Directors present who were elected by the Members than Directors appointed pursuant to these Articles (save in the circumstances set out in Article 13.1.3);
- 13.1.3. The members for the time being of the Board of Directors may act notwithstanding any vacancy in their body, but if and so long as their number is or is reduced below the number fixed in these Articles as necessary for the quorum for a Meeting of the Board of Directors, the continuing members of the Board of Directors may act for the purpose of electing Members of the Institute, increasing the number of the members of the Board of Directors to the number then fixed as quorum, or of summoning a General Meeting of the Institute, but for no other purpose
- 13.1.4. The Chairman of the Institute shall be the Chairman of the Board. In his absence the Board shall elect from those present at the meeting the most suitable candidate for the role.
- 13.1.5. All questions arising at a Meeting of the Board of Directors shall be decided by a majority of votes.
- 13.1.6. A resolution in writing signed by all the members of the Board of Directors for the time being entitled to receive notice of a Meeting of the Board of Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Board of Directors duly convened and held

## **14. SUB COMMITTEES**

- 14.1.1 The Board of Directors may from time to time create and dissolve any Sub-Committees it thinks fit and may appoint anyone to be and revoke the appointment of anyone as a member of such Sub-Committees or any of them provided that only members of the Board of Directors appointed to such Sub-Committees may vote on such Sub-Committees in exercise of any power or duty delegated to such Sub-Committees by the Board of Directors

- 14.1.2 The Board of Directors may delegate any of its powers to Sub-Committees consisting of one or more of its members and may delegate and entrust to any such Sub-Committee any powers and duties not exceeding those vested in the Board of Directors under the provisions of the Articles. Any Sub-Committee so formed shall in the exercise of the powers so delegated and entrusted conform to any regulations that may be imposed on it by the Board of Directors and any such powers and duties may at any time be revoked by the Board of Directors, but no such revocation shall invalidate any prior act of the Sub-Committee which would have otherwise been valid **PROVIDED ALWAYS THAT** no Sub-Committee of the Board of Directors shall have the power to request any Member of the Institute resign or to expel any such Member
- 14.1.3 Every Sub-Committee may elect a chairman of its meetings. If no such chairman is elected, or if at any such Meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the Meeting
- 14.1.4 Every Sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present.

## 15. DEFECTIVE APPOINTMENTS

- 15.1.1. All acts done by the Board of Directors or any Sub-Committee thereof or the Arbitration Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the election or appointment or continuance in office of the Board of Directors or any member thereof or of the Arbitration Committee or any member thereof, be as valid as if the Board of Directors and the Arbitration Committee and every such person had been duly elected or appointed or had duly continued in office and was qualified to act

## 16. SECRETARY

- 16.1.1. The Board of Directors shall appoint a Company Secretary who shall be the Secretary of the Institute for all the purposes of the Act, and (subject to the provisions of Article 16.1.3 hereof) shall attend every General Meeting of the Institute and every Meeting of the Board of Directors and of every Sub-Committee thereof and shall cause minutes to be made in books to be provided for the purpose:
- 16.1.1.1 of all appointments of members of Sub-Committees and all other appointments made by the Board of Directors;
  - 16.1.1.2 the names of the persons present at each Meeting of the Board of Directors and every Sub-Committee;
  - 16.1.1.3 of all resolutions and proceedings at all General meetings of the Institute and at all Meetings of the Board of Directors and of every Sub-Committee thereof

- 16.1.2 The Company Secretary shall hold office for such term and upon such conditions and subject to the provisions of Clause 5 of the Memorandum of Association of the Institute at such remuneration (if any) as the Board of Directors may think fit
- 16.1.3 The Board of Directors may appoint one or more Deputy or Assistant Company Secretaries for such terms and upon such conditions and, subject to the provisions of Clause 5 of the Memorandum of Association of the Institute, at such remuneration as it may think fit, and any Deputy or Assistant Company Secretary so appointed may be removed by the Board of Directors. Such person shall deputise for and assist the Company Secretary in such way or way as the Company Secretary shall from time to time direct
- 16.1.4 Anything required or authorised to be done, or any notice required or authorised to be given, under the provisions of the Articles, by or to the Company Secretary may, if the office is vacant or there is for any reason no Company Secretary capable of acting, or for any other reason the Board of Directors so determine, be done or given by or to any Deputy or Assistant Company Secretary or if there is no such person capable of acting by or to the Chief Executive or any person authorised generally or specially in that behalf by the Board of Directors

## **17. PATRON**

- 17.1.1 The Institute may appoint any person as the Board of Directors shall think fit to be an honorary Patron of the Institute for such term as is specified at the time of appointment. Such person shall not by virtue of his appointment be a member of the Board of Directors

## **18. SEAL**

- 18.1.1 The Board of Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Board of Directors or of a Sub-Committee authorised by the Board of Directors in that behalf, and every instrument to which the seal is affixed shall be signed by two members of the Board of Directors or by one member of the Board and by the Company Secretary

## **19. BORROWING POWERS**

- 19.1.1 The Board of Directors may exercise all the powers of the Institute to borrow money, and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Institute or of any third party **PROVIDED THAT** the amount of money so borrowed by the Institute at any given time shall not exceed the sum of Five hundred thousand pounds (£500,000)

## **20. ACCOUNTS**

- 20.1.1 The Board of Directors shall cause accounting records to be kept in accordance with Sections 386 to 392 of the Act

- 20.1.2 The accounting records shall be kept at the registered office of the Institute or, subject to Section 388 of the Act, at such other place or places as the Board of Directors think fit, and shall be open to the inspection of the officers and of the Members of the Institute at all reasonable times during business hours subject to any reasonable restrictions as to the time and manner of inspecting the same that may from time to time be imposed by the Institute in the General Meeting
- 20.1.3 The Board of Directors shall from time to time in accordance with Sections 399, 405, 422, 431-432, 437-438, 441-443, 451-454, 471, 495 and 1159 of the Act cause to be prepared and to be laid before the Institute in General Meeting such income and expenditure accounts, balance sheets, group accounts (if any) and reports as are referred to in those Sections
- 20.1.4 A copy of every balance sheet, including every document required by law, to be annexed thereto, which is to be laid before the Institute in General Meeting together with a copy of the Auditor's report, and of the report of the Board of Directors, shall not be less than twenty-one days before the date of the Meeting, be sent to every Member of the Institute **PROVIDED THAT** the provisions of this Article shall not require a copy of those documents to be sent to any person of whose address the Institute is not aware

## 21. AUDIT

- 21.1.1 Auditors shall be appointed and their duties regulated in accordance with Section 499 of the Act

## 22. NOTICES

- 22.1.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient;
- 22.1.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- 22.1.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 22.1.1.3 if the properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 22.1.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 22.1.2 Notice of every General Meeting of the Institute shall be given in any manner hereinbefore authorised to every Member of the Institute and such notice shall also

be given to the auditor for the time being of the Institute, but no other person shall be entitled to receive notices of General Meetings

## 23. ARBITRATION

- 23.1.1 With effect from the Annual General Meeting in 2009 the Arbitration Committee shall be comprised of one member nominated from each Region of the Institute. The Arbitration Committee shall sit from time to time when required. Nominations will be requested from the regional committees only when the Arbitration Committee is required to meet. Such members shall be Full Members nominated by the respective regional committees and shall not be members of the Board of Directors.
- 23.1.2 A member of the Arbitration Committee when sitting shall cease to be a member thereof if he;
- 23.1.2.1 ceases to be a Full Member of the Institute
  - 23.1.2.2 holds any office of profit under the Institute
  - 23.1.2.3 in the reasonable opinion of the Board (which should be supported by a written medical opinion) becomes of unsound mind
  - 23.1.2.4 is convicted of a serious criminal offence
  - 23.1.2.5 becomes a member of the Board of Directors or
  - 23.1.2.6 gives one month's notice in writing to the Chief Executive that he resigns his membership of the Arbitration Committee
- 23.1.3 The Arbitration Committee may act notwithstanding any vacancy in its membership provided that the number of its members shall not fall below 4
- 23.1.4 The members of the Arbitration Committee shall elect a member of the Committee to be the chairman of the Committee and another member of the Committee to be the secretary of the Committee
- 23.1.5 Three members of the Arbitration Committee present shall form a quorum
- 23.1.6 Notice of a meeting of the Arbitration Committee shall be given to every member thereof except that it shall not be necessary to give such notice to any member of the Committee for the time being absent from the United Kingdom
- 23.1.7 Subject to the provisions of the Articles and of any regulation not being inconsistent with such provisions made by the Institute in General Meeting, the Arbitration Committee may regulate its meetings as it thinks fit, and in the absence of any contrary regulations made as aforesaid by the Institute or by the Arbitration

Committee, the provisions of Article 14.1.4 shall apply to meetings of the Arbitration Committee as they apply to meetings of Sub-Committees

23.1.8 In the event of any dispute arising as to the interpretation of any clause of the Articles or in regard to any other matter whatsoever concerning the Institute between any Member of the Institute and the Institute or between any Members of the Institute and each other, such dispute shall be referred to the Arbitration Committee, which shall hear the parties to the dispute and shall reach a recommendation on the matters in dispute

23.1.9 The Arbitration Committee shall as soon as possible give notice of its recommendation to the parties to the dispute and to the Board of Directors

23.1.10 The decision of the Board of Directors on any dispute referred thereto shall be accepted by every Member of the Institute and shall not be disputed by any Member of the Institute

## 24. WINDING-UP

24.1.1 The provisions of Clause 8 of the Memorandum of Association relating to the winding-up or dissolution of the Institute shall have effect and be observed as if the same were repeated in these Articles

### **ALBERT WILLIAM HURRELL**

The Bungalow  
Manchester Grammar School  
Manchester  
M13 0XT  
**Head Groundsman**

### **WILLIAM ROYLE**

56 Beech Avenue  
Eastcote  
Middlesex  
HA4 3UQ  
**Department Manager**  
**Estates Department**

### **ARTHUR GILLIGAN**

Cherry Trees  
Mare Hill  
Pulborough  
Sussex  
**Retired**

### **LAURANCE WALTER WHITE**

44 Adelaide Drive  
Sittingbourne  
Kent  
**Retired Head Groundsman**

### **DAVID ORMOND JENKINS**

77 Amberly Road  
Bush Hill Park  
Enfield  
Middlesex  
**Retired Head Groundsman**

### **GERALD FIELD**

Charwood  
WillowTree Lane  
Off Ruislip Road  
Northolt  
Middlesex  
**Head Groundsman**

### **ARCHIBALD McTAGGART**

The Rookery  
Motspur Park  
New Malden  
Surrey  
**Head Groundsman**

### **MICHAEL KINLOCK**

53 St Mary's Road  
Huyton  
Merseyside  
L36 5SP

**LEONARD BADEN NASH**

48 Silo Drive  
Farncombe  
Godalming  
Surrey

**Retired Head Groundsman**

**WILLIAM HENRY GEORGE BOWLES**

Agar's Plough  
Eton College  
Windsor  
Berkshire

**Head Groundsman**

**LESLIE CURTIS**

84 Langworth Road  
Moston  
Manchester  
M10

**Retired Head Groundsman**

**WILLIAM JOSEPH WELLS**

59 Grossways Lane  
Birmingham

**Retired Head Groundsman**

**PERCY MEREDITH PHILLIPS**

275 Minshull New Road  
Crewe  
Cheshire

**Head Groundsman**

**LESLIE FRANCIS HANCORN**

165 Gloucester Road  
Croydon  
Surrey  
CR0 2DW

**Area Superintendent**

**JOHN SMITH**

105 The Lane  
Far Lane  
Rotherham  
Yorks

**Head Groundsman**

**DAVID ALAN REES**

204 Alnwick Road

**Head Groundsman**

**CYRIL CHARLES MOSLIN**

2 Cranbourn Road  
Potters Bar  
Herts

**Head Groundsman**

**ROBERT JOHN CORBIN**

107 Kenilworth Avenue  
Wimbledon Park  
SW19

**Horticultural Parks Officer**

**CYRIL ARTHUR TURNER**

The Lodge  
Portsmouth Grammar School Playing Fields  
Hilsea  
Portsmouth, MP02 9RP

**Head Groundsman**

**ARTHUR IVOR HUGHES**

Ainslee House  
Laleston  
Bridgend, Glamorgan

**Retired Head Groundsman**

**HERBERT CHRISTMAS LOCK**

22 Tatnell Road  
London  
SE23

**Retired Head Groundsman**

**JOHN JONES**

32 Trentham Drive  
Aspley  
Nottingham

**Head Groundsman**

**RONALD ARTHUR BENTLEY**

589 Southmead Road  
Filton  
Bristol

**Head Groundsman**

**LIONEL WILLIAM VICTOR ELDRIDGE**

5 Freshfield Square

Lee  
London  
SE12  
**Head Groundsman**

Millbrook  
Southampton  
Hants  
**Retired Head Groundsman**

**DATED** this 20<sup>th</sup> day of June 1975

Witness to the above Signatures:

**ALASTAIR THOMPSON**  
5 Paper Buildings  
Temple  
London  
EC4  
**Solicitor**