

The Companies Act 2006

ARTICLES OF ASSOCIATION

of

THE FAMILY MEDIATION COUNCIL

A COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL



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**1. INTERPRETATION**

1.1 in these Articles:

“the Act”	means the Companies Act 2006
“Appointed Director”	means a Director appointed under Article 16
“the Articles”	means these Articles of Association of the Company
“the Board”	means the Board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
“Board Meeting”	means a meeting of the Board
“Business Day”	means any day other than a Saturday, Sunday or a public holiday
“Chairman”	means (subject to the context) either the person elected as Chairman of the Company under Article 25 or where the Chairman of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
“the Company”	means the company intended to be regulated by these Articles
“Clear Days”	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
“Committee”	means a Committee of the Board constituted under Article 26 exercising powers delegated to it by the Board
“Companies House”	means the office of the Registrar of Companies
“Conflicted Director”	means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person is

	receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;
"Connected Person"	has the meaning given in Section 118 Charities Act 2011
"Co-Opted Directors"	means directors who are co-opted on to the Board under Article 17
"Director"	means any individual who is a Director of the Company appointed by under Articles 16 or 17 and includes Appointed Directors and Co-Opted Directors collectively
"Electronic Form"	has the meaning given in Section 1168 of the Act
"Family mediation"	means family mediation and related dispute resolution techniques applied in family disputes, related areas and related areas of law
"General Meeting"	means a meeting of the Members
"Founder Member"	means any one of those organisations listed in Article 5.1
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Mediation Service"	means an organisation based in England and Wales whose purpose or purposes include/s the provision of family mediation services to members of the public
"Mediator"	means someone who has undertaken approved family mediation training with either a Member or with another professional organisation approved for the purpose by the Company and who practises family mediation professionally either solely or in conjunction with a mediation service
"Member"	means a company member for the time being of the Company
"the Memorandum"	means the Memorandum of Association of the Company
"the Objects"	means the objects of the Company as set out in Article 2
"Observers"	means those persons (other than the Directors) present under Article 27 at a Board Meeting
"Registered Office"	means the registered office of the Company
"Secretary"	means the Secretary of the Company including a joint, assistant or Deputy Secretary

1.2 In the Articles:

1. terms defined in the Act are to have the same meaning;
2. references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
3. references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;
4. references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it; and
5. headings are not to affect the interpretation of the Articles.

## 2. OBJECTS

2.1 The Company's Objects are to promote for the public benefit assistance through mediation for adults and children who are affected by the breaking down of family relationships and so:

1. prevent and/or alleviate poverty, hardship and distress caused by the breakdown of family relationships;
2. safeguard and protect good health, both mental and physical; and
3. preserve and maintain family relationships,

in particular but without limitation by:

2.2 providing a collaborative forum for the Members working in the field of Family Mediation and by representing the views and interests of such professionals and such adults and children who benefit from Family Mediation;

2.3 developing and promoting professional standards for the training and practise of Family Mediation and to ensure adherence to and maintenance of such standards;

2.4 collating and providing advice and information on all aspects of family mediation;

2.5 developing, promoting and providing education and training in the practise of Family Mediation; and

2.6 advancing, promoting and carry on study and research into family mediation and disseminating the useful results of such research.

2.7 providing the profession of Family Mediation as a whole, the Member's, mediation services and Family Mediators with one unified body to make representations to government and other national interests and to promote Family Mediation to the media and others.

## 3. POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum or Articles in order to further the Objects (but not otherwise) and in particular it has powers:

#### **Staff and Volunteers**

3.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;

3.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

#### **Property**

3.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interest);

3.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;

3.5 to sell, lease, licence, exchange, dispose of or otherwise deal with property);

3.6 to provide accommodation for any other organisation on such terms as the Board decides (including rent free or at nominal or non-commercial rents)

#### **Borrowing**

3.7 to borrow and give security for loans;

#### **Grants and Loans**

3.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees.;

#### **Fund Raising**

3.9 to raise funds, to invite and receive contributions;

#### **Trading**

3.10 to trade in the course of carrying out the Objects and to charge for services;

#### **Publicity**

3.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;

3.12 to promote or carry out research and publish the results of it;

#### **Contracts**

3.13 to co-operate with and enter into contracts with any person;

#### **Bank or building society accounts**

3.14 to operate bank or building society accounts in the name of the Company;

## **Investments**

3.15 to:-

3.15.1 deposit or invest funds;

3.15.2 employ a professional fund-manager; and

3.15.3 arrange for the investments or other property of the Company to be held in the name of a nominee in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000.

## **Insurance**

3.16 to insure the assets of the Company to such amount and on such terms as the Directors decide, to pay premiums out of income or capital and to use any insurance proceeds as the Directors decide (without necessarily having to restore the asset);

3.17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

3.18 to take out insurance to protect the Company and those who use the premises owned by or let or hired to the Company;

3.19 to provide indemnity insurance to cover the liability of the Directors and officers of the Company who are not Directors

3.19.1 which by virtue of any rule of law would otherwise attach to them in respect of negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; and

3.19.2 to make contributions to the assets of the Company in accordance with the provisions of Section 214 of the Insolvency Act 1986

provided that any such instances shall not extend to:-

3.19.2.1 any liability resulting from conduct which the Directors or officers knew, or must have known, was not in the best interests of the Company or which the Directors or officers did not care whether it was in the best interests of the Company or not;

3.19.2.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors or officers; and

3.19.2.2 any liability to pay a fine

and further provided that any such insurance in the case of Article 3.19 shall not extend to any liability to make such a contribution where the basis of the Director's or officer's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

### **Other Organisations**

3.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include the Objects

3.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied purposes, to exchange information and advice and to undertake joint activities with them;

3.22 to undertake and execute any charitable trusts;

3.23 to affiliate, register, subscribe to or join any organisation;

3.24 to act as agent or trustee for any organisation;

### **Reserves**

3.25 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure; and

### **General**

3.26 to do anything else within the law which promotes or helps to promote the Objects.

## **4. USE OF INCOME AND PROPERTY**

### **General**

4.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and subject to Articles 4.2 to 4.8

### **Benefits to Directors**

4.2 A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him when acting on behalf of the Company.

4.3 A Director may benefit from director indemnity insurance cover purchased at the Company's expense.

4.4 A Director may receive an indemnity from the Company in the circumstances specified in Article 29.

4.5 A Director may not receive any other benefit or payment unless it is authorised by Article 4.8.

### **Benefits and payments to Members**

4.6 A Member may:-

4.6.1 enter into a contract for the supply of services or of goods to the Company and receive reasonable payment for the goods or services supplied;

4.6.2 receive interest on money lent to the Company at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);



4.6.3 receive rent for premises let by the Member to the Company. The amount of the rent and the other terms of the lease must be reasonable and proper.

#### **Benefits and payments to Directors and Connected Persons**

4.7 No Director or Connected Person may:-

4.7.1 buy any goods or services from the Company on terms preferential to those applicable to members of the public;

4.7.2 sell goods, services, or any interest in land to the Company;

4.7.3 be employed by, or receive any remuneration from, the Company;

4.7.4 receive any other material benefit (meaning a benefit, direct or indirect, which is either money or has a monetary value) from the Company;

unless the payment is permitted by Article 4.8

#### **Scope and powers permitting Directors' or Connected Persons' Benefits**

4.8 A Director or Connected Person may:-

4.8.1 receive interest on money lent to the Company at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);

4.8.2 receive rent for premises let by the Director or Connected Person to the Company. The amount of the rent and the other terms of the lease must be reasonable and proper. The Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;

4.8.3 enter into a contract for the supply of services or of goods that are supplied in connection with the provision of services to the Company;

4.9 In Article 4.8 "Company" includes any company in which the Company:-

4.9.1 holds more than 50% of the shares; or

4.9.2 controls more than 50% of the voting rights attached to the shares; or

4.9.3 has the right to appoint one or more directors to the board of the company.

### **5. MEMBERS**

5.1 The first Members of the Company ("Founder Members") are:-

5.1.1 Alternative Dispute Resolution Group;

5.1.2 College of Mediators;

5.1.3 Family Mediators Association;

- 5.1.4 The Law Society;
  - 5.1.5 National Family Mediation;
  - 5.1.6 Resolution.
- 5.2 Membership of the Company is open to any organisation which is committed to promoting the Objects and which-
- 1. applies to the Company in the form required by the Board;
  - 2. consents in writing to become a Member; and
  - 3. is approved unanimously by the Company in General Meeting (and, for the avoidance of doubt, the Company may refuse an application for membership without giving reasons).
- 5.3 Membership is not transferable.

## **6. TERMINATION OF MEMBERSHIP**

- 6.1 A Member will cease to be a Member:-
- 6.1.1 on giving written notice of resignation to the Company provided that, immediately following its resignation, the Company would still have at least three Members;
  - 6.1.2 ceases to exist
  - 6.1.3 is removed from membership by the Company following a unanimous decision of the Members (with the exception of the Member subject to removal) on the grounds that, in their reasonable opinion, the Member's continued membership is not in the best interests of the Company (but only after notifying the Member concerned in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 21 days of receiving notice).

## **7. GENERAL MEETINGS**

- 7.1 The Company must, starting within 12 months of its incorporation and thereafter in each alternative calendar year, hold a General Meeting as its bi-annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not less than 12 nor more than 24 months shall elapse between the date of one bi-annual general meeting of the Company and that of the next. The bi-annual general meeting shall be held on such date and at such time and place, as the Board may determine.
- 7.2 The Board may call General Meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a General Meeting. If there are not within the United Kingdom sufficient Directors to call a General Meeting, any Director may call a General Meeting.

## **8. NOTICE OF GENERAL MEETINGS**

- 8.1 General Meetings must be called on at least 14 Clear Days' notice given in accordance with Article 33.
- 8.2 A General Meeting may be called by shorter notice if this is agreed by at least two thirds of the Members entitled to attend and vote at that meeting.
- 8.3 The notice must specify:-
  - 8.3.1 the time, date and place of the General Meeting; and
  - 8.3.2 the general nature of the business to be transacted.
- 8.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 8.5 Notice of the General Meeting must be given to all of the Members, the Directors, the Secretary, the Secretary and the Company's auditors (if any).
- 8.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

## **9. QUORUM**

- 9.1 No business may be transacted at a General Meeting unless a quorum is present.
- 9.2 The quorum for General Meetings is all the Members.
- 9.3 A Member may be part of the quorum at a General Meeting if he can understand, comment and vote on the proceedings through the telephone, video conferencing or other communications equipment.
- 9.4 If a quorum is not present within 15 minutes from the time of the General Meeting, or a quorum ceases to be present during a General Meeting, it must be adjourned to such time and place as the Board decides.
- 9.5 If at the adjourned meeting there are again insufficient Members present within 15 minutes from the time of the adjourned meeting it must be adjourned again to such time and place as the Board decides
- 9.6 At the subsequent adjourned meeting the quorum shall be two thirds of the Members
- 9.7 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Members.

## **10. CHAIRMAN AT GENERAL MEETINGS**

- 10.1 The Chairman, if any, is to chair General Meetings.
- 10.2 If there is no Chairman or the Chairman is not present within 15 minutes from the time of the General Meeting or is unable or unwilling to act, then the Members present must choose one of their number to chair the General Meeting.

## **11. ADJOURNMENT OF GENERAL MEETINGS**

- 11.1 The Chairman may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 11.2 The Chairman may also adjourn a General Meeting if it appears to the Chairman that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 11.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 11.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 11.1 or 11.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 11.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

## **12. VOTING AT GENERAL MEETINGS**

- 12.1 Resolutions are to be decided on a show of hands unless a poll is properly demanded
- 12.2 A resolution to change the Memorandum and Articles of the Company requires a unanimous vote of the Members at a General Meeting
- 12.3 Each Member present in person or by authorised representative has one vote both on a show of hands and a poll. On a show of hands the Chairman is to investigate and declare the number of proxy votes to be included in the count.
- 12.4 A Member may, authorise such individual as it thinks fit to:-
  - 12.4.1 in the case of a Member which is an unincorporated body, hold its membership in their individual name as the nominee of the Member;
  - 12.4.2 act as its authorised representative at General Meetings, provided that the Secretary has received written confirmation of the identity of the individual from the Member concerned.
- 12.5 The Chairman does not have a vote as Chairman at a General Meeting save that this does not prevent the Chairman from being entitled to vote at a General Meeting as the representative of a Member. If there is an equality of votes on a show of hands or a poll the Chairman shall not be entitled to a second or casting vote.
- 12.6 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chairman whose decision is final.
- 12.7 A declaration by the Chairman that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a poll is demanded.

## **13. POLLS**

- 13.1 A poll may be demanded by the Chairman, or by a requisition of the Members in accordance with the Act, before or on the declaration of the result of a show of hands.
- 13.2 A demand for a poll may be withdrawn before the poll is taken. If the demand for a poll is withdrawn the result of the show of hands will stand.

- 13.3 A demand for a poll will not prevent the General Meeting continuing to transact business other than in relation to the question on which the poll is demanded.
- 13.4 A poll is to be taken as the Chairman directs. The Chairman may appoint scrutineers (who need not be Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the poll was demanded but will be treated as passed when the result is declared.
- 13.5 A poll on the election of a Chairman or an adjournment must be taken immediately. A poll on any other question may be taken either immediately or at such time and place as the Chairman directs.
- 13.6 At least 7 Clear Days' notice must be given of the time and place at which the poll is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

#### **14. MEMBERS' WRITTEN RESOLUTIONS**

- 14.1 Subject to the Act, a written resolution agreed by the proportion of Members who would be required to vote in favour of the resolution if proposed at a General Meeting is as valid as if it had been passed at a General Meeting.
- 14.2 A resolution under Article 14.1 may consist of several documents in similar form each signed by one or more Members.

#### **15. LIABILITY OF MEMBERS**

- 15.1 The liability of the Members is limited to the extent provided for in Article 15.2
- 15.2 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities 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.

#### **16. APPOINTMENT OF APPOINTED DIRECTORS**

Each Member may appoint and maintain in office one director, and remove or replace any director they nominate by written notice to the Secretary given pursuant to Article 33.

#### **17. APPOINTMENT AND REMOVAL OF CO-OPTED DIRECTORS**

- 17.1 The Board shall co-opt not less than two and not more than three individuals as Co-opted Directors because the skills or experience of the individual are such that, in the reasonable opinion of the Board, he could make a valuable contribution to the Board.
- 17.2 Subject to Article 17.3 a Co-opted Director is to hold office as such for a period of four years from the date of his appointment by the Board.
- 17.3 A Co-opted Director will cease to hold office if he:-
- 17.3.1 dies;
- 17.3.2 ceases to be a company director under the Act or is prohibited by law from being a company director;

- 17.3.3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;
- 17.3.4 is declared bankrupt or makes any arrangement or composition with his creditors;
- 17.3.5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director;
- 17.3.6 is absent without, in the opinion of the Board, good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting) that he should cease to be a Director;
- 17.3.7 comes to an end of his period of office in accordance with Article 17.2.

## **18. DIRECTORS CONFLICTS OF INTEREST**

Any Director who becomes a Conflicted Director in relation to any matter must:-

- 18.1 declare the nature and extent of his interest before discussion begins on the matter;
- 18.2 withdraw from the meeting for that item after providing any information requested by the Board;
- 18.3 not be counted in the quorum for that part of the meeting; and
- 18.4 be absent during the vote and have no vote on the matter.

## **19. AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST**

- 19.1 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may (by resolution passed in the absence of the Conflicted Director) authorise the Conflicted Director notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:
  - 19.1.1 continue to participate in discussions leading to the making of a decision and / or to vote; or
  - 19.1.2 disclose to a third party information confidential to the Company; or
  - 19.1.3 take any action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit from the Company; or
  - 19.1.4 refrain from taking any step required to remove the conflict.
- 19.2 If a Director finds himself in a conflict situation which has not been authorised he must cease to act in relation to matters to which the conflict situation relates, save to

notify the Directors of the conflict situation or to safeguard the interests of the Company.

- 19.3 This Article 19 may be amended by a special resolution of the Members but, not where the result would be to permit any material benefit to a Director or a Connected Person.

## **20. VALIDITY OF DIRECTORS' DECISIONS**

- 20.1 All acts done by a meeting of the Directors, or of a Committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:-

20.1.1 who was disqualified from holding office;

20.1.2 who had previously retired or who had been obliged by the Articles to vacate office;

20.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

20.1.4 the vote of that Director; and

20.1.5 that Director being counted in the quorum; the decision has been made by a majority of the Directors at a quorate meeting.

- 20.2 Nothing in these Articles permits a Director or a Connected Person to keep any benefit that may be conferred upon him by a resolution of the Directors or of a Committee.

## **21. FUNCTIONS OF THE BOARD**

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:

21.1 defining and ensuring compliance with the values and objectives of the Company;

21.2 establishing policies and plans to achieve those objectives;

21.3 approving each year's budget and accounts before publication;

21.4 establishing and overseeing a framework of delegation of its powers to Committees and employees under Article 26 with proper systems of control;

21.5 monitoring the Company's performance in relation to its plans budget controls and decisions;

21.6 appointing (and if necessary removing) employees;

21.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

21.8 ensuring that appropriate advice is taken on matters of compliance and financial viability.

## **22. POWERS OF THE BOARD**

- 22.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.

22.2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

### **23. BOARD MEETINGS**

23.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.

23.2 Board Meetings may be called by any Director or the Secretary (if any).

23.3 The Secretary (or such person appointed by the Board) must give 7 days' notice of Board Meetings to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom.

23.4 A Board Meeting which is called on shorter notice than required under these Articles is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.

23.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, each Director is to have one vote.

23.6 A meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants.

23.7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

### **24. QUORUM FOR BOARD MEETINGS**

24.1 The quorum for Board Meetings is not less than two thirds of the Directors of which one must be a Co-opted Director.

24.2 A Director may be part of the quorum at a Board Meeting if he can understand, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

24.3 The Board may act despite vacancies in its numbers but if the number of Directors is less than three then the Board may act only to co-opt further Directors in accordance with Article 17 or to request the Founder Members to appoint further Directors in accordance with Article 16.

24.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:

24.4.1 adjourn it to such other time and place as they decide; or

24.4.2 call a General Meeting; or

24.4.3 co-opt Directors in accordance with Article 17

24.5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.



## **25. CHAIRMAN**

- 25.1 The Company shall have a Chairman who is to be elected by the Board and is to hold office for such period as the Board determines.
- 25.2 The Chairman may resign from his position at any time (without necessarily resigning as a Director at the same time).
- 25.3 The Chairman may only be removed at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chairman must be given an opportunity to say why he should not be removed.
- 25.6 The Chairman is to chair all Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so.
- 25.7 If the Chairman is not present within 15 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting the Board must elect one of the Directors present to chair the Board Meeting.

## **26. COMMITTEES**

### **The Family Mediation Standards Board**

- 26.1 The Board must establish a Committee to oversee the development and operation of the professional standards and self-regulatory framework which shall be known as the Family Mediation Standards Board ("FMSB") the remit of which shall be as set out in the document labelled Annex A hereto :
- 26.2 Articles 26.3 to 26.8 do not apply to the Family Mediation Standards Board which shall have its own Terms of Reference

### **Other Committees**

- 26.3 The Board may establish other Committees consisting of those persons whom the Board decide and may delegate any of its powers to a Committee and may revoke a delegation at any time.
- 26.4 The members of a Committee are to be appointed by the Board but the Board may give a Committee the right to co-opt individuals to its membership. Each Committee shall determine its own Chair.
- 26.5 Each member of a Committee (including the chairman) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee.
- 26.6 The Board must determine the quorum for each Committee.
- 26.7 The Board must set the limits of any financial expenditure by each Committee.
- 26.8 Every Committee must report its proceedings and decisions to the Board as the Board determines.

## **27. OBSERVERS**

- 27.1 The Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.
- 27.2 Observers may not vote but may take part in discussions with the prior consent of the Chairman.

- 27.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 27.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

## **28. DIRECTORS' WRITTEN RESOLUTIONS**

- 28.1 A resolution in writing or in electronic form agreed by a simple majority of the Directors entitled to receive notice of a Board Meeting and to vote upon the resolution shall be as valid as if it had been passed at a Board Meeting provided that:-
- 28.1.1 a copy of the resolution is sent or submitted to all the Directors eligible to vote; and
- 28.1.2 a simple majority of the Directors have signified their agreement to the resolution in an authenticated document or documents which are received at the Registered Office within the period of 28 days from the date the resolution was first circulated.
- 28.2 A resolution under Article 28.1 may consist of several documents in similar form to each of which one or more of the Directors has signified their agreement.

## **29. SECRETARY**

- 29.1 A Secretary may be appointed by the Board for such a term as the Board decides.
- 29.2 A Secretary may be removed by the Board at any time.

## **30. INDEMNITIES**

- 30.1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.
- 30.2 Subject to the Act, the Company may indemnify any relevant Director of the Company against any liability incurred by him in that capacity to the extent permitted by sections 232 to 234 of the Act.
- 30.3 In this Article a "relevant Director" means any Director or former Director of the Company.

## **31. BANK AND BUILDING SOCIETY ACCOUNTS**

- 30.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.
- 30.2 Payments by the Company must be authorised in accordance with the instructions of the Board.

## **32. EXECUTION OF DOCUMENTS**

32.1 Unless the Directors decide otherwise, documents which are executed as deeds must be signed by:

- 32.1.1 two Directors; or

32.1.2 one Director and the Secretary

### **33. NOTICES**

- 33.1 Notices under the Articles must be in writing or given in electronic form.
- 33.2 A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 33.3 The Company may give a notice to a Member, Director, Secretary (if any) or auditor either:
- 33.3.1 personally;
  - 33.3.2 by sending it by post in a prepaid envelope;
  - 33.3.3 by facsimile transmission;
  - 33.3.4 by leaving it at his address;
  - 33.3.5 by email; or
  - 33.3.6 by means of a website provided that notification is also given by email or in writing of the presence of the notice on the website.
- 33.4 Notices under Article 0 to 0 may be sent:
- 33.4.1 to an address in the United Kingdom which that person has given to the Company;
  - 33.4.2 to the last known home or business address of the person to be served; or
  - 33.4.3 to that person's address in the Company's register of Members.
- 33.5 Proof that an envelope containing a notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 33.5 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 33.6 Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent in accordance with Section 1147 of the Act.
- 33.7 A notice or document may be served on the Company by delivering it or sending it to the Company's Registered Office or by handing it to the Secretary (if any) or by electronic means.

### **34. MINUTES**

The Directors must keep minutes of all:

- 34.1 appointments of officers made by the Directors;
- 34.2 proceedings at General Meetings;

34.3 Board Meetings and meetings of Committees including:

- 34.3.1 the names of the those present at the meeting;
- 34.3.2 the decisions made at the meetings; and
- 34.3.3 where appropriate the reasons for the decisions.

**35. ACCOUNTS**

- 35.1 In the preparation of the Company's accounts, the accounts must comply with the provisions of the Act.
- 35.2 The accounting records shall be kept at the Registered Office or at such other place as the Directors think fit, and shall always be open to inspection by the Directors.

**36. AUDIT**

The Directors must comply with the provisions of the Act relating to the audit or examination of accounts (to the extent that the law requires).

**37. STANDING ORDERS**

- 37.1 The Board may from time to time make standing orders for the proper conduct and management of the Company.
- 37.2 Standing orders are binding on all Members and Directors.
- 37.3 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

**38. DISSOLUTION**

If the Company is wound up or dissolved and, after all its debts and liabilities have been satisfied, there remains any property it shall not be paid to or distributed among the Members, but shall be given or transferred to a charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 4 above, chosen by the Members at or before the time of dissolution or, if that cannot be done, then to some other charitable object.



## ANNEX A

### Remit

- a. In fulfilment of its objects, one of the roles of the FMC is to develop and promote professional standards for the training and practice of family mediation and to ensure that such standards are adhered to and maintained within a framework of self-regulation.
- b. With a view to fulfilling this objective, the FMC delegates to the FMSB responsibility to oversee the implementation of, and adherence to, these professional standards. In particular, the FMC delegates to the FMSB, in accordance with a Professional Standards and Self-Regulation Framework that the FMC shall from time to time publish ("the Framework"), the power to:-
  - i. consider initial training courses for approval, to consider any appeals relating to courses that are not approved, and to monitor the ongoing quality of courses;
  - ii. oversee the accreditation process including:-
    1. making decisions on the accreditation of individual mediators (including reaccreditation and suspension or removal of accreditation);
    2. appointing, training and deselecting assessors;
    3. ensuring a common standard of assessment;
    4. considering appeals against decisions to refuse or remove accreditation; and
    5. maintaining a register of accredited mediators and those registered as working towards accreditation.
  - iii. ensure that the Law Society Family Mediation Panel accreditation route operates comparable standards to the FMC accreditation process;
  - iv. maintain and publish a register of Professional Practice Consultants who have completed training, including operating the registration, re-registration and deselection procedures;
  - v. consider and make decisions on complaints and disciplinary matters that have been escalated from Members of the FMC, and where necessary investigate potential shortcomings in the procedures of Members of the FMC;
  - vi. monitor any other functions of Members of the FMC that have a direct bearing on the quality of the Framework;

- vii. maintain management information to enable the FMSB to carry out its responsibilities effectively and to provide statistics relating to the Framework;  
and
  - viii. review the effectiveness and cost-effectiveness of the FMSB's operations.
- c. It is important to note that while the FMSB may advise on changes to the Framework, the Framework is the responsibility of the FMC and changes to it may only be put into effect with the FMC's approval.
- d. The FMSB shall agree with the FMC an annual work plan and budget that enables it to fulfil its remit in an efficient and effective manner. The FMSB shall be accountable to the FMC for the execution of its duties and for any expenditure it may incur.

