

Articles of Association

OF

The UK Association for Music Education – Music Mark



New Kings Court
Tollgate
Chandler's Ford
Eastleigh
SO53 3LG

Reference: EJD/581422/1

Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION OF

THE UK ASSOCIATION FOR MUSIC EDUCATION – MUSIC MARK¹

ADOPTED BY SPECIAL RESOLUTION ON 7 FEBRUARY 2013

1 OBJECTS

- 1.1 The Objects of the Charity are to advance the education of the public in the art of music.²

2 POWERS

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

- 2.1 to supporting all those involved in music education to provide the highest quality music education for all children and young people;
- 2.2 to contribute to the creation of a strong and unified voice for music education nationally;
- 2.3 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well founded, reasoned argument and shall in all other respects be confined to those which a charity may properly undertake;
- 2.4 to provide a forum for professional exchange of information and ideas through local, national and regional events;
- 2.5 to promote the professional development of the Members;
- 2.6 to provide and procure the provision of advice or information;
- 2.7 to inform members of current developments in the field of music education; to collaborate with other organisations with similar objects;
- 2.8 to organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 2.9 to publish and distribute instructional matter on any media;
- 2.10 to promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

¹ Name amended by special resolution on 7 February 2013

² Objects clause amended by special resolution on 7 February 2013

- 2.11 to co-operate with other bodies;
- 2.12 to support, administer or set up other charities;
- 2.13 to accept (or disclaim) gifts of money and any other property;
- 2.14 to trade in the course of carrying out the objects of the Charity and carry on any the trade, which is not expected to give rise to substantial taxable profits or carry a substantial risk;
- 2.15 to become a member, and associate or affiliate or act as trustee or appoint trustees of any other organisation (including without limitation, any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 2.16 to undertake and execute charitable trusts
- 2.17 to borrow money;
- 2.18 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.19 to acquire or hire property of any kind;
- 2.20 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.21 to set aside funds for special purposes or as reserves against future expenditure;
- 2.22 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.23 to delegate the management of investments to a financial expert, but only on terms that:
 - 2.23.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 2.23.2 timely reports of all transactions are provided to the Trustees;
 - 2.23.3 the performance of the investments is reviewed regularly with the Trustees;
 - 2.23.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.23.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 2.23.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 2.23.7 the financial expert must not do anything outside the powers of the Charity;
- 2.24 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;

- 2.25 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.26 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.27 subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 2.28 to enter into contracts to provide services to or on behalf of other bodies;
- 2.29 to establish or acquire subsidiary companies;
- 2.30 to amalgamate with or acquire or undertake or any of the property, liabilities and engagements of anybody having objects wholly or in part similar to those of the Charity;
- 2.31 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 2.31.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in a reckless disregard to whether it was a breach of trust or breach of duty or not; or
 - 2.31.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; and
- 2.32 to do anything else within the law which promotes or helps to promote the Objects.

3 THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 Trustees are elected by the Members or co-opted by the Trustees in accordance with Articles 3.3 to 3.13.
- 3.3 The Trustees when complete consist of at least 3 and not more than 10 persons, who being individuals are over the age of 18, all of whom must support the Objects. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - 3.4.1 in the case of an Elected Trustee is a Member; and
 - 3.4.2 has signed a written declaration of willingness to act as a charity trustee of the Charity
 - 3.4.3 is not disqualified or has not been removed under Article 3.12.

- 3.5 The Trustees, when complete, is made up of the following persons:
- 3.5.1 6 Elected Trustees;
 - 3.5.2 4 Co-opted Trustees.
- 3.6 With the exception of the first Elected and Co-opted Trustees referred to in Article 3.10
- 3.6.1 Elected Trustees shall be elected in the manner prescribed in the Byelaws and shall serve for a term of three years ending on the third AGM following the AGM of his or her election; and
 - 3.6.2 Co-opted Trustees shall be appointed annually by the Trustees at their first meeting following the AGM. Co-opted Trustees shall serve for a period of one year. A retiring Co-opted Trustee who is eligible under Article 3.4 may be reappointed.
- 3.7 Subject to Article 3.9 two Elected Trustees must retire each year those longest in office since their last appointment retiring first and the choice between any of equal service being made by drawing lots.
- 3.8 A retiring Elected Trustee who is eligible under Article 3.4 may be reappointed subject to nomination in accordance with the Byelaws but no Elected Trustee may hold office for more than three terms of service (without taking into consideration any period of service as a director of the Charity prior to the date of adoption of these Articles).
- 3.9 In the event of an Elected Trustee retiring before the end of his/her term of office, Trustees may fill the vacancy by co-option until the next AGM. The ensuing vacancy shall count as one of the two annual retirements of Elected Trustees at the next AGM under Article 3.7.
- 3.10 The first Elected Trustees and Co-opted Trustees as at the date of adoption of these Articles shall be appointed by and shall have terms of service as determined by the Trustees.
- 3.11 In the event of any the first Elected and first Co-opted Trustees referred to in Article 3.10 retiring before the end of his or her term of office, Trustees shall fill the vacancy by co-option for the remainder of the term of office of the retiring Trustee.
- 3.12 A Trustee's term of office as such automatically terminates if he/she:
- 3.12.1 in the case of an Elected Member ceases to be a Member;
 - 3.12.2 is disqualified under the Charities Act from acting as a charity trustee;
 - 3.12.3 is incapable, whether mentally or physically, of managing his/her own affairs;
 - 3.12.4 is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 3.12.5 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
 - 3.12.6 is removed by the Members at a general meeting under the Companies Act; or

3.12.7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given the least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances that are alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees.

3.13 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4 TRUSTEES' PROCEEDINGS

4.1 The Trustees must hold at least three meetings each year.

4.2 A quorum at a meeting of the Trustees is at least three or one third of the Trustees (if greater).

4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

4.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

4.5 The Chair shall hold office for a period of one year but if he or she remains a Trustee may be re-appointed subject to a maximum period of service as Chair of three years.

4.6 Any matter may be decided by the Trustees either

4.6.1 by a simple majority of the votes cast at a meeting of the Trustees, or

4.6.2 by a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote). For this purpose the resolution may be contained in more than one document.

4.7 A resolution in writing passed by the Trustees is as valid as a resolution passed at a meeting of the Trustees.

4.8 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.

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

5 TRUSTEES' POWERS

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

5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.

- 5.2 To appoint a Chair a Treasurer and other honorary officers from among their number.
- 5.3 To appoint a President of the Charity (who shall not be entitled to a vote as a Member or as a Trustee merely by virtue of his or her office as President) and if thought fit to remove the President from office.
- 5.4 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.5 To establish a Consultative Council in accordance with the Byelaws.
- 5.6 To make byelaws consistent with the Articles and the Companies Act to govern
 - 5.6.1 proceedings at general meetings;
 - 5.6.2 their proceedings and proceedings of committees; and
 - 5.6.3 the administration of the Charity and the use of its seal (if any).
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.8 To exercise any powers of the Charity which are not reserved to the Members.

6 BENEFITS AND CONFLICTS

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.
- 6.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the Members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 6.2.1 any payments made to any Member, Trustee or Connected Person in their capacity as a beneficiary of the Charity
 - 6.2.2 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:
 - (a) if such a person is a Connected Person, the procedure described in Articles 6.4 and 6.5 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (b) this provision, together with Article 6.2.8 may not apply to more than half of the Trustees, in any financial year (and for these purposes, such provisions shall be treated as applying to a Trustee if they apply to any person who is a Connected Person in relation to that Trustee);

- 6.2.3 interest on money lent by any Member, Trustee or Connected Person at a reasonable and proper rate;
 - 6.2.4 any reasonable and proper rent for premises let by any Member, Trustee or Connected Person;
 - 6.2.5 fees, remuneration or other benefits in money or money's worth to a company of which a Member, Trustee or Connected Person holds less than 1% of the capital;
 - 6.2.6 reasonable and proper out of pocket expenses of Trustees;
 - 6.2.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 2.31;
 - 6.2.8 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees which, for the avoidance of doubt, includes the usual professional charges for business done by a Trustee for the time being who is a solicitor, accountant or other person engaged in a profession and any firm or company of which he or she is a member, partner or employee (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
 - (a) the procedure described in Articles 6.4 and 6.5 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding their remuneration authorised by this provision; and
 - (b) this provision, together with Article 6.2.2 may not apply to more than half of the Trustees in any financial year (and for these purposes, such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 6.3 The restrictions on benefits and remuneration conferred on Members of the Charity and on the Trustees by Article 6.2 and the exceptions to such restrictions in Articles 6.2.1 to 6.2.8 inclusive shall apply equally to benefits and remuneration conferred on Members and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in Articles 6.2.2 and 6.2.8 shall be treated as references to the Subsidiary Company.
- 6.4 Subject to Article 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 6.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 6.4.3 not be counted in the quorum for that part of the meeting; and
 - 6.4.4 be absent during the vote and have no vote on the matter.

6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise a matter giving rise to a conflict of interest and, in respect of that matter, authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

6.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or

6.5.2 disclose to a third party information confidential to the Charity, or

6.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or benefit, or

6.5.4 refrain from taking any step required to remove the conflict of interest.

provided that no authorisation may be given under this Article 6.5 which will allow a Conflicted Trustee or a Connected Person to receive any material benefit that is not otherwise authorised by these Articles or under the Companies Act.

7 RECORDS AND ACCOUNTS

7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

7.1.1 annual returns;

7.1.2 annual reports; and

7.1.3 annual statements of account.

7.2 The Trustees must also keep records of:

7.2.1 all proceedings at meetings of the Trustees;

7.2.2 all resolutions in writing;

7.2.3 all reports of committees; and

7.2.4 all professional advice obtained.

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

7.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in

accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

8 MEMBERSHIP

8.1 The Charity must maintain a register of Members.

8.2 Membership is open to

8.2.1 any Companies Act member of NAME on the date of adoption of these Articles who applies to the Trustees for Membership on or before 31 December 2013 in a form approved by the Trustees, unless such membership has since been terminated under Clause 4 of the Memorandum of Association of NAME;

8.2.2 the nominee of a corporate body or organisation, not being a Hub Associate that was a Member immediately prior to the date of adoption of these Articles that applies to the Trustees for Organisational Membership for such nominee on or before 31 December 2013 in a form approved by the Trustees; and

8.2.3 any other person interested in furthering the Objects and approved by the Trustees.

8.3 Subject to payment of any applicable subscription, these Articles and the Byelaws, a Hub Associate being a Member of the Company immediately prior to 1 April 2013 shall thereafter continue Membership as an individual Member subject to these Articles and the Byelaws.

8.4 A corporate body or organisation, not being a Hub Associate that was a Member immediately prior to the date of adoption of these Articles shall cease to be a Member (unless such Membership has already terminated) on the earlier of 1 April 2013 and the date of appointment of its nominee to Organisational Membership under Article 8.2.2.

8.5 The form and the procedure for applying for Membership is to be prescribed by the Trustees.

8.6 Membership is not transferable.

8.7 The following categories of member, and any other categories that the Council may approve, shall be admitted to Membership of the Charity under the Byelaws:

8.7.1 individual Members (which may include corporate bodies); and

8.7.2 Organisational Members who shall be individuals nominated by organisations for Membership in accordance with the Byelaws.

8.8 The Trustees may recognise one or more classes of persons who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations in the Byelaws.

8.9 Provisions for the payment of annual subscriptions shall be set out in the Byelaws.

8.10 Provisions governing the termination of Membership shall be set out in the Byelaws.

9 GENERAL MEETINGS

- 9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least twenty.
- 9.4 The chair at a general meeting is the Chair but if he or she is unable to act shall be elected from the Members present at the meeting by the Members present in person or by proxy in his/her capacity as a Member and not as proxy for another Member.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.8 The Charity must hold an AGM in every year.
- 9.9 Members must annually at the AGM:
- 9.9.1 receive the accounts of the Charity for the previous financial year;
 - 9.9.2 receive a written report on the Charity's activities;
 - 9.9.3 be informed of the retirement of those Elected Trustees who wish to retire or who are retiring by rotation;
 - 9.9.4 elect Elected Trustees to fill the vacancies arising in the manner prescribed in the Byelaws;
 - 9.9.5 elect Regional Representatives in the manner prescribed in the Byelaws;
 - 9.9.6 elect Focus Group chairs in the manner prescribed in the Byelaws; and
 - 9.9.7 appoint reporting accountants or auditors for the Charity;
- 9.10 Members may also from time to time
- 9.10.1 confer on any individual (with his/her consent) the honorary title of President of the Charity; and

9.10.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

9.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10 ELECTIONS

10.1 Any elections that are due to take place at an AGM may be conducted by a vote at the AGM or, at the discretion of the Trustees, by a postal ballot held before the AGM the results of which shall be announced at the AGM in accordance with any Byelaws.

11 ANNUAL CONFERENCE

11.1 The Charity shall hold an annual conference in every year.

11.2 A fee shall be payable by all those attending the annual conference, the amount of which shall annually be determined by the Trustees.

12 CONSULTATIVE COUNCIL

12.1 Subject to Article 12.5 a Consultative Council shall be appointed in the manner prescribed in the Byelaws for the purpose of facilitating good communications and consultation between the Trustees and the chief executive of the Charity and the Members.

12.2 The terms of reference, delegated powers (if any) and administrative rules governing the Consultative Council and the holding of its meetings shall be determined by the Trustees and set out in the Byelaws.

12.3 The first members of the Consultative Council from the date of adoption of these Articles shall comprise Regional Representatives of the Charity and the members of the Representative Council of NAME holding such office immediately before the adoption of these Articles and such members shall hold office until the 2013 AGM.

12.4 From and after the 2013 AGM the Consultative Council shall include Regional Representatives and chairs of Focus Groups or such other composition as may be determined by the Trustees and set out in the Byelaws.

12.5 The Consultative Council shall have no power to fetter the discretion of the Trustees to act as they consider is in the best interest of the Charity

13 REGIONAL GROUPS AND REGIONAL REPRESENTATIVES

13.1 The Trustees shall establish Regional Groups of the Charity for localities in the United Kingdom as they think fit and shall make regulations for the conduct of such groups from time to time.

- 13.2 A Regional Representative for each Regional Group shall be elected at the AGM by the Members whose registered address set out in the register of Members held by the Charity for the area for which the Regional Group is established in accordance with the procedures set out in the Byelaws.
- 13.3 Each Regional Representative shall hold office for a period of one year but if he or she remains eligible under the Byelaws may be re-appointed subject to a maximum period of service as a Regional Representative of three years.
- 13.4 Any terms of reference, membership, delegated powers (if any) and administrative rules governing the Regional Representatives and the holding of meetings of Members in the Regions shall be determined by the Trustees and set out in the Byelaws.

14 FOCUS GROUPS

- 14.1 The Trustees shall establish Focus Groups of the Charity for such purposes as they consider appropriate and shall make regulations for the conduct of such groups from time to time.
- 14.2 The chair of each Focus Group shall be a Member appointed by the Trustees or such other means as the Trustees shall determine and shall hold office for a period of one year but if he or she remains eligible under the Byelaws may be re-appointed subject to a maximum period of service as a chair of a Group of three years.
- 14.3 Any terms of reference, membership, delegated powers (if any) and administrative rules governing Groups shall be determined by the Trustees and set out in the Byelaws.

15 LOCAL STRUCTURES

- 15.1 The Trustees shall establish such local structures as they shall think fit and set out the terms of references and administrative rules for governing the activities and governance of any such structures in the Byelaws.

16 LIMITED LIABILITY

The liability of Members is limited.

17 GUARANTEE

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

- 17.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 17.2 payment of the costs, charges and expenses of winding up; and
- 17.3 the adjustment of rights of contributors among themselves.

18 COMMUNICATIONS

- 18.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- 18.1.1 by hand;
 - 18.1.2 by post;
 - 18.1.3 by suitable electronic means; and/or
 - 18.1.4 through publication in the Charity's newsletter or on the Charity's website.
- 18.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 18.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 18.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
 - 18.3.2 two clear days after being sent by first class post to that address;
 - 18.3.3 three clear days after being sent by second class or overseas post to that address;
 - 18.3.4 immediately on being handed to the recipient personally; or, if earlier,
 - 18.3.5 as soon as the recipient acknowledges actual receipt.
- 18.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

19 DISSOLUTION

- 19.1 If the Charity is wound up or dissolved, the assets (if any) remaining after providing for all its liabilities must be applied
- by transfer to one or more other bodies established for exclusively charitable purposes similar to the Objects to be chosen by the Members at or before the time of winding up or dissolution.
- 19.2 A final report and statement of account must be sent to the Commission.
- 19.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

20 INTERPRETATION

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

20.2 In the Articles, unless the context indicates another meaning:

AGM	means an annual general meeting of the Charity;
the Articles	means the Charity's Articles of Association and 'Article' refers to a particular Article;
Byelaws	means standing orders, rules and regulations adopted (and amended) by the Trustees from time to time;
Chair	means the chair of the Trustees;
the Charity	means the company governed by the Articles;
the Charities Act	means the Charities Act 2011;
charity trustee	has the meaning prescribed by the Charities Act;
clear day	does not include the day on which notice is given or the day of the meeting or other event;
the Commission	means the Charity Commission for England and Wales or any body which replaces it;
the Companies Act	means the Companies Acts 1985 to 2006;
Conflicted Trustee	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance), or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
Connected Person	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
Constitution	means the Memorandum and the Articles and any special resolutions relating to them;
Consultative Council	means the council described in Article 12.1

custodian	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
electronic means	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
Hub Associate	means a member of the Company who has been admitted to Membership in that category of membership;
financial expert	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
financial year	means the Charity's financial year;
firm	includes a limited liability partnership;
Focus Group	means any group established by the Trustees under Article 14;
indemnity insurance	has the meaning prescribed by Article 2.31;
material benefit	means a benefit, direct or indirect, which may not be financial but has a monetary value;
Member and Membership	refer to company Membership of the Charity;
Memorandum	means the Charity's Memorandum of Association;
month	means calendar month;
NAME	means the National Association of Music Educators company number 6370539;
nominee company	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
ordinary resolution	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;
the Objects	means the Objects of the Charity as defined in Article 1;

Regional Representatives	means the persons appointed to such office in accordance with Article 13 and the Byelaws;
Regional Groups	means the regional groups described in Article 13.1;
Resolution in writing	means a written resolution of the Trustees;
Secretary	means a company secretary;
special resolution	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;
Subsidiary Company	means any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company.
taxable trading	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
Trustee	means a director of the Charity and 'Trustees' means the directors but where a Trustee is a corporate body Trustee includes where appropriate the named representative of the Trustee;
written or in writing	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
written resolution	refers to an ordinary or a special resolution which is in writing; and
year	means calendar year.

20.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

20.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.