

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**THE SOLICITORS' FAMILY LAW ASSOCIATION**

**(KNOWN AS "RESOLUTION")**

## **1. Defined Terms**

- 1.1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

## **2. Objects and powers**

- 2.1 The objects of the Company are to carry on activities related to the following:
- 2.1.1 to be a membership association of family justice professionals, to develop our membership community, and support Members and Associates in their everyday practice;
  - 2.1.2 to promote adherence to our Code of Practice and encourage excellence in family legal practice, and associated relationship and family work through education, training and innovation;
  - 2.1.3 to lobby for, and advance, family justice and services for families so as to promote the positive and effective resolution and administration of relationship breakdown, family matters and changing family arrangements;
  - 2.1.4 to reduce distress where there is a breakdown or transition in family relationships; and
  - 2.1.5 to have special regard for children, young people and vulnerable adults involved in the family justice system, working to ensure their safety and protection from harm and to work towards positive outcomes.
- 2.2 The Company may do all such lawful things as may further the Company's objects and, in particular, but without limitation, may borrow or raise and secure the payment of monies for any purpose including for the purposes of investments or of raising funds.
- 2.3 The Company may make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions, including the Resolution Charity (the Resolution First for Family Law Foundation).

## **3. Liability of Members**

- 3.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while s/he is a Member or within one year after s/he ceases to be a Member, for the purpose of:
- 3.1.1 payment of the Company's debts and liabilities contracted before s/he ceases to be a Member;
  - 3.1.2 payment of the costs, charges and expenses of winding up; and
  - 3.1.3 adjustment of the rights of the contributories among themselves.
- 3.2 If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members, but shall be given or transferred to the Resolution Charity (the Resolution First for Family

Law Foundation) or any successor charity or to some other body or bodies having objects similar to the objects of the Company, such body or bodies to be determined by the Members at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

#### **4. Powers of Directors**

4.1 Subject to the provisions of the Companies Acts and these Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors (who, together, shall comprise the National Committee) who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the National Committee which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Directors by these Articles and a meeting of the National Committee at which a quorum is present may exercise all powers exercisable by the Directors.

#### **5. Role and number of Directors**

5.1 A Director shall be a Member.

5.2 The maximum number of Directors appointed to the National Committee shall be 21.

5.3 A Director shall be appointed by the National Committee to each of the following positions:

5.3.1 Chair;

5.3.2 Vice-Chair;

5.3.3 Treasurer; and

5.3.4 Secretary.

#### **6. Proceedings of Directors**

6.1 Subject to the provisions of these Articles, the National Committee may regulate its proceedings as it thinks fit and as published from time to time in any policy or protocols to that effect. A Director may, and the Secretary at the request of a Director shall, call a meeting of the National Committee. Directors may attend by any electronic or remote means as shall be agreed between them as constituting a properly convened meeting. If all the Directors participating in a meeting are not in the same place, they may decide and agree that the meeting is to be treated as taking place wherever any of them is.

6.2 Notice must be given to each Director, but need not be in writing.

6.3 Notice of a meeting of the National Committee need not be given to Directors who waive their entitlement to notice of that meeting. Directors may waive their entitlement to receive notice by giving notice to that effect to the Company not more than seven days after the date on which the meeting of the National Committee is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

- 6.4 The quorum for the transaction of the business of the Directors in a meeting of the National Committee is one third of the number of Directors in office, including either the Chair or the Vice-Chair.
- 6.5 Questions arising at a meeting shall be decided by a majority of votes. The current Chair shall be the chair of the meeting. In the absence of the current Chair, the Vice-Chair shall be the chair of the meeting. In the absence of both the Chair and Vice Chair any Officer shall be the chair, as determined by a majority of those Directors present. In the case of an equality of votes, the chair of the meeting shall have a casting vote.
- 6.6 The Directors may take a unanimous decision without a meeting of the National Committee by indicating to each other by any means, including without limitation by electronic means, that they share a common view on any matter to be considered by them.
- 6.7 Such a decision may, but need not, take the form of a resolution in writing, a copy of which has been signed by each Director or to which each Director has otherwise indicated agreement in writing (including by electronic means).
- 6.8 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 6.9 All acts done by a meeting of the National Committee, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

## **7. Minutes and records to be kept**

- 7.1 The National Committee shall cause minutes to be made in whatever form it chooses of all proceedings at meetings of the National Committee, and of committees of Directors, including the names of the Directors present at each such meeting and shall cause them to be circulated as they see fit and by whatever means they choose, including by any electronic form or with due notification, on a website.
- 7.2 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

## **8. Committees**

- 8.1 The National Committee may from time to time appoint such Committees as they consider necessary and may delegate to them such powers and duties of the National Committee as is considered appropriate.
- 8.2 The National Committee shall appoint from its number an Executive Committee which will normally be made up of the Officers of the National Committee but may include other such Directors as the National Committee shall decide from time to time. The Executive Committee shall be deemed to

have the delegated authority of the National Committee in such matters as are agreed by the Directors from time to time and as described in the Document setting out the role of the National Committee published by the Company from time to time.

- 8.3 The National Committee will take responsibility for ensuring the proper recruitment, retention and rotation of the chairs and members of the Committees according to the policies and protocols for the fair, open and transparent recruitment, management and conduct of the Committees published by the National Committee from time to time.
- 8.4 The chair of each Committee shall determine its membership in all respects subject to prior approval by the National Committee and subject to the policy and protocols as set out in 8.3 above.

## **9. Directors' appointments and interests**

- 9.1 Subject to Article 9.2, if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 9.2 If Article 9.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum or voting purposes.
- 9.3 This Article 9.3 applies when:
- 9.3.1 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 9.3.2 the transaction or arrangement with the relevant Director is:
- 9.3.2.1 in relation to her/his employment by the Company;
- 9.3.2.2 in relation to her/his appointment as a director or other officer of, or employment by, or being a party to any transaction or arrangement with, or otherwise being interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; or
- 9.3.2.3 for the provision by her/him of any services outside the scope of the ordinary duties of a director.
- 9.4 Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for her/his services as they think fit.
- 9.5 A Director shall not, by reason of her/his office, be accountable to the Company for any benefit which s/he derives from any such office or employment from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

9.6 A general notice given to the National Committee that a Director has an interest in any transaction or arrangements in which they or a specified person or class of persons is interested shall be taken to be a disclosure that said Director has declared an interest in such.

9.7 An interest of which a Director has no knowledge and of which it is unreasonable to expect her/him to have knowledge shall not be treated as an interest of her/his.

## **10. Directors' expenses**

10.1 The Directors may be paid all travelling, accommodation, and other reasonable expenses properly incurred by them in connection with their attendance at meetings of the National Committee or general meetings or separate or otherwise in connection with the discharge of their duties subject to any rules established by the Treasurer or Executive Committee from time to time.

## **11. Appointment and retirement of Directors**

11.1 Nominations for each vacancy on the National Committee shall be delivered to the Secretary not less than 28 days (or such period as the Chair may accept) before the date of the AGM.

11.2 Appointments to the National Committee will be based on the number of votes cast by Members in respect of the nominations made in accordance with 11.1 and shall be confirmed at the AGM.

11.3 The Chair and the Vice-Chair shall hold office in that capacity only until the close of the second AGM following their election or appointment. On the retirement of the Chair, the Vice-Chair shall become Chair without the requirement to be appointed by the National Committee.

11.4 The Treasurer and the Secretary shall serve from the date of their election until the close of the third AGM following their election.

11.5 At the end of their term of office, the Treasurer and the Secretary shall be eligible for election for a further term in any office provided that neither shall serve more than three consecutive terms in any particular role.

11.6 Each Non-Officer Director shall serve from the date of her/his election until the close of the third AGM following the AGM at which s/he is elected but may thereafter be elected as Vice-Chair, Treasurer or Secretary, in which case s/he will continue to be a Director.

11.7 If there are vacancies on the National Committee, the Directors may co-opt up to three additional Directors who may represent a special interest group or who may provide specialist skills or knowledge not otherwise present or represented amongst the Directors, such appointment/s to be effective until the next AGM.

11.8 Where a Director resigns or retires other than at an AGM or whose directorship is terminated under Article 12, the Directors may co-opt a Member to fill the vacancy until the next AGM.

11.9 On retirement from office, the Chair, Secretary and Treasurer of the Company shall be entitled to continue to be a Director for a maximum of two years from the date of their retirement.

## **12. Termination of Director's appointment**

12.1 A person shall cease to be a Director as soon as:

- 12.1.1 that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- 12.1.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which has an effect similar to that of Bankruptcy;
- 12.1.3 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 12.1.4 the Director fails to attend three consecutive meetings of the National Committee, is not able to provide a reasonable explanation for the absences and two-thirds of the Directors resolve that the Director be removed for this reason;
- 12.1.5 at a general meeting of the Company, a resolution is passed that the Director be removed from office;
- 12.1.6 the termination of a Director's membership under Articles 16 or 25; or
- 12.1.7 the death, serious incapacity, or any other circumstance that would make the continuing appointment of a Director untenable.

### **13. Membership**

- 13.1 There shall be the following classes of membership:
  - 13.1.1 Member;
  - 13.1.2 Honorary Member; and
  - 13.1.3 Associate.
- 13.2 An Honorary Member may also be appointed as a Patron or in any other honorary role as may be decided by the National Committee from time to time.
- 13.3 The Secretary shall maintain separate registers of Members, Honorary Members and Associates.
- 13.4 The following shall be eligible to apply to become Members:
  - 13.4.1 any solicitor who is the holder of a practising certificate and in the practice of family law in England and Wales at the date of application;
  - 13.4.2 any Chartered Legal Executive who is in the practice of family law in England and Wales at the date of application;
  - 13.4.3 any family law assistant who is in the supervised practice of family law in England and Wales at the date of application, who fulfils the requirements of family law assistant membership as published by the Company from time to time;
  - 13.4.4 other family justice or family justice linked professionals who meet the requirements for membership set out and listed by the Company from time to time; and

13.4.5 such other professional categories as are identified and listed by the National Committee as being eligible for membership from time to time.

13.5 All Members will be required to produce such evidence as is required by the Company in relation to their continuing employment in areas of specialist family law practice and/or related fields with every membership renewal.

13.6 Honorary Members shall comprise those candidates who are nominated as such by the National Committee.

13.7 A Member may at any time withdraw from the Company by giving at least seven Clear Days' notice to the Company. Membership and Associate status shall not be transferable and shall cease on death.

#### **14. Associates**

14.1 Associates shall comprise the following:

14.1.1 any lawyer qualified to practise in family law in accordance with the requirements of, and working in, jurisdictions other than England and Wales;

14.1.2 any lecturer in family law or associated specialised subject related to the study or qualification of professionals working with separating or separated families, including children and young people from separated families, who is teaching at a college, university or higher or further education institution;

14.1.3 Solicitors, Chartered Legal Executives, barristers or associated family law/family work professionals who have retired from the active practice of family law or family work or who have been appointed to judicial office;

14.1.4 retired members of the judiciary;

14.1.5 trainee solicitors;

14.1.6 pupil barristers;

14.1.7 law students with an interest in matters relating to family justice; and

14.1.8 such other categories as the National Committee may from time to time determine.

#### **15. Application for Membership or Associate status**

15.1 Applications for Members or Associates shall be in the form prescribed by the National Committee from time to time.

15.2 Each applicant for membership shall satisfy the person delegated by the National Committee to consider applications for membership that:

15.2.1 s/he meets the relevant requirements for Member or Associate status set out in Article 13 or 14 above; and

15.2.2 s/he is committed to the Code of Practice.



- 15.3 Each application shall be considered only on the criteria set out at Articles 13 or 14 above and without reference to race, religion, belief, gender, sexual orientation, disability or age.
- 15.4 Each Member and Associate shall apply to renew their membership or Associate status (as applicable) on an annual basis at such point in the year as the National Committee shall determine from time to time.
- 15.5 Each Member and Associate shall meet and maintain such learning and development requirements as are published by the Company from time to time and in accordance with national professional standards set by their regulating, governing or professional body and shall provide evidence of same to the Company if requested.

*The following shall apply to Members*

- 15.6 All Members shall by the time of their membership renewal following their first complete year of membership attend a course provided by the Company on the Code of Practice and related issues.
- 15.7 Any Member who re-applies for membership following a break in practice or lapse of membership renewal exceeding 24 months shall be required to attend the Code of Practice course as if s/he had been appointed a Member for the first time, excepting those former Members whose break in practice or membership was caused by parental leave or other extenuating circumstance, especially any regulated by equalities or disabilities legislation.
- 15.8 Each Member shall certify to the Company in each year of membership that s/he has attended or completed the requisite professional learning and development and shall provide all relevant details if required to do so by the Company.

*The following shall apply to Associates*

- 15.9 All applicants for Associate status shall be proposed by a Member except lecturers under Article 14.1.2 who shall confirm that they teach family law or an associated specialised subject related to the study or qualification of professionals working with separating or separated families including children and young people from separated families.
- 15.10 Applications from student or pupil members shall be endorsed by a tutor or lecturer employed by the educational establishment they are attending to confirm they are undertaking studies related to family law or associated specialised subjects related to working with separating or separated families, including children and young people from separated families, or by their pupil supervisor or any other person as defined by the Company from time to time.
- 15.11 Any applicant for Associate status unable to find a Member willing to propose them for associate membership may also be considered and their membership endorsed by the person delegated by National Committee.
- 15.12 The proposer Member shall confirm that the applicant intends to support the Code of Practice.
- 15.13 Associates shall not be Members as they are not required to work within the Code of Practice but to support and uphold it.

**16. Termination of Membership**

- 16.1 A Member or Honorary Member shall automatically cease to be a Member or Honorary Member (as applicable):
- 16.1.1 in the case of a Solicitor, upon his or her being struck from or suspended from the Roll of Solicitors;
- 16.1.2 in the case of a Chartered Legal Executive, upon his or her being suspended or removed from the register held by CILEx; and
- 16.1.3 in the case of any other family law professional Member, upon his or her being suspended or removed from the membership or register of their governing or regulatory organisation, body or agency.
- 16.2 If any of the events listed in Article 16.1 takes place, the relevant Member or Honorary Member (as applicable) shall notify the Company of the fact as soon as reasonably practicable.
- 16.3 A Member or Honorary Member shall automatically cease to be or, if appropriate, be suspended from being a Member or Honorary Member (as applicable) where a complaint has been upheld by the Practice Standards Panel and it has been decided by them that the complaint is of sufficient seriousness to require termination or suspension of membership and any application for appeal by the Member has been made and found not proved or valid in accordance with the Complaints Policies and Procedures as set out at Article 25 and which may be amended by the National Committee from time to time.
- 16.4 In the case of a suspension, membership of the Company will also be suspended until such time as there is evidence presented to the National Committee of a clear resolution and, if applicable, reinstatement of membership in good standing with the Member's governing or regulatory organisation.
- 16.5 In the event of a Member, Honorary Member or Associate having failed to pay:
- 16.5.1 the relevant joining fee when requested by the Company; or
- 16.5.2 the relevant annual subscription for a period of six months after the due date for payment, relevant membership and membership benefits may be suspended (or in the case of an Associate, may be withdrawn); or
- 16.5.3 the relevant annual subscription for a period of nine months after the due date for payment, membership and membership benefits may cease,
- in each case subject to the right of the Member, Honorary Member or Associate to apply to the National Committee or to a person delegated by them to exercise its discretion to reinstate membership if such application is made within 12 months of the annual renewal date.
- 16.6 An Associate shall cease to be such upon his or her being removed or suspended by his or her regulatory or supervisory body or agency or on such other grounds as may be prescribed by the National Committee from time to time. The National Committee reserves the right to remove from Associate status any Associate who has acted in a way that would bring the Company into

disrepute. Such Associates may not re-apply for Associate or Member status excepting on grounds set out by the National Committee on a case by case basis.

- 16.7 Any Member or Associate may have their membership withdrawn where their behaviour has been deemed to have breached the Company's policy in relation to unacceptable behaviour, the procedures as set out in the policy have been followed and it is concluded that such behaviour is of sufficient seriousness to require termination of membership.
- 16.8 In the event of a Member or Associate having failed to comply with the requirement of Article 15.5 in any year of membership, s/he shall be ineligible to apply for renewal of her/his membership and such membership will lapse.
- 16.9 The National Committee or its delegated representative may at its discretion consider written representations from the Member regarding her/his non-compliance with Article 15.5. Such written representations are to be sent to the Secretary no later than seven days after the due date for renewal of membership.
- 16.10 Any Member or Associate whose membership has lapsed under Article 16.8 may re-apply for membership not less than one year after the expiry of her/his previous membership.
- 16.11 The National Committee or its delegated representative shall have the power to either refuse an application for membership or renew membership, or to allow application or renewal on such terms as the National Committee may determine and provided such powers are exercised within any relevant law or legislation, including these Articles.
- 16.12 A Member or Honorary Member's membership may be terminated under the Complaints Policy and Procedure as is set out at Article 16.3 and Article 25.

## **17. General meetings**

- 17.1 The Directors shall convene an AGM in each year. Not more than 15 months shall elapse between one AGM and the next.
- 17.2 The Directors shall convene a general meeting if there is a valid request by Members (under section 303 of the Act or under any successor legislation) or a requisition by a resigning auditor (under section 516 of the Act or under any successor legislation).
- 17.3 Subject to Article 17.4, at least 14 Clear Days' notice must be given of a general meeting, provided that short notice has not been duly agreed.
- 17.4 At least 42 Clear Days' notice must be given of an AGM.
- 17.5 A notice calling a meeting shall specify the time and place of the meeting and in the case of an AGM shall specify the meeting as such and shall:
- 17.5.1 indicate the general nature of the business to be dealt with at the meeting; and
- 17.5.2 if a Special Resolution (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.

17.6 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 notice shall not invalidate the proceedings at that meeting.

17.7 A notice of every general meeting shall be given:

17.7.1 in writing or in electronic form;

17.7.2 in Hard Copy Form; or

17.7.3 subject to the Company notifying Members of the presence of the notice on the website, and complying with the other requirements of section 309 of the Act by means of a website.

## **18. Proceedings at General Meetings**

18.1 No business shall be transacted at any meeting unless a quorum is present. A quorum shall be 25 persons entitled to vote upon the business to be transacted, each being a Member or a duly authorised proxy for a Member.

18.2 Any Member who is entitled to vote at a general meeting may propose a resolution to be considered at any general meeting of the Company. Such resolution is to be sent to the Secretary to reach her/him no later than 28 days before the date of the general meeting at which the resolution is to be considered.

## **19. Adjournment**

19.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

19.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

19.2.1 the meeting consents to an adjournment; or

19.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

19.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

19.4 When adjourning a general meeting, the chair of the meeting must:

19.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the National Committee; and

19.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

## **20. Votes of members**

20.1 Members shall be entitled to vote at meetings of the Company as set out in these Articles.

- 20.2 Neither Honorary Members nor Associates shall be entitled to vote at meetings of the Company.
- 20.3 At each AGM the Secretary shall be responsible for supervising the election of the Non-Officer Directors for the ensuing year.
- 20.4 The Secretary will make such arrangements as are required to ensure that Members entitled to vote for candidates for election or re-election to the National Committee may do so by means, including by electronic means (having due regard to digital democracy). The exact form and manner in which the election is to be conducted shall be determined by the National Committee from time to time.
- 20.5 Each Member shall have a single transferable vote.
- 20.6 Nominations for each vacant post are to be delivered to the Secretary not less than 28 days (or such period as the Chair may accept) before the date of the AGM and are to be signed by the candidate (to indicate willingness to stand) and one Member.
- 20.7 In respect of resolutions to be put to the meeting, on a show of hands every Member present in person and entitled to vote shall have one vote.
- 20.8 The National Committee may decide where, when and how they will organise voting in relation to resolutions to be put to the AGM, including by electronic means, voting papers or show of hands by those present and entitled to vote.
- 20.9 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

## **21. Content of Proxy Notices**

- 21.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
  - 21.1.1 states the name and address of the Member appointing the proxy;
  - 21.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 21.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 21.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 21.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 21.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 21.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

21.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

21.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **22. Delivery of Proxy Notices**

22.1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

22.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of that person by whom or on whose behalf the proxy notice was given.

22.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

22.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **23. Amendments to resolutions**

23.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

23.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

23.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

23.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

23.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

23.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

23.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not validate the vote on that resolution.

## **24. Code of Practice**

24.1 The Company shall prepare and from time to time publish a Code of Practice.

24.2 The National Committee shall keep the Code of Practice under review and vary its provisions whenever the National Committee considers it appropriate to do so.

24.3 All Members must comply with the Code of Practice and ensure that their professional practice is carried out in accordance with the Code of Practice.

24.4 All Associates shall support, promote and act in the spirit of the Code of Practice.

## **25. Complaints and Disciplinary Policy and Procedure**

25.1 The Company shall prepare and from time to time publish a Complaints Policy and Procedure, such policy and procedure to be inclusive of Disciplinary Measures.

25.2 In the event that the Company receives a written complaint that:

25.2.1 a Member has breached the Code of Practice, or if a mediator, the code of practice of the body to which they may be affiliated;

25.2.2 a Member has acted in breach of any rules of practice set out by the Company or by a regulating or governing authority, agency or body in relation to Family Dispute Resolution processes, including collaborative law and Family Law Arbitration;

25.2.3 a Member has breached the policies set out by the Company from time to time in relation to cheating, collusion and plagiarism;

25.2.4 a Member has advertised services or published views (whether written or oral) contrary to the aims and objectives or Code of Practice of the Company;

25.2.5 a Member has acted in a way that is deemed unacceptable by way of behaviour as is set out by the Company in the Policy and procedures relating to unacceptable behaviour; or

25.2.6 a Member has brought the Company into disrepute,

the matter shall be handled according to the Complaints Policy and Procedures, which shall provide that a Member's membership of the Company may be suspended or terminated if the person or Committee delegated to deal with complaints so determines.

25.3 Subject to Article 25.4, a complaint shall not be considered if the person or Committee delegated to deal with complaints is of the view that in relation to the family law, family dispute resolution or family matter in respect of which the Member has acted:

25.3.1 the complaint falls outside the terms set out in the Complaints Policy and Procedures as published from time to time by the Company;

25.3.2 the firm, service or practice complaints procedure has not yet been exhausted;

25.3.3 there are pending or current proceedings (including proceedings relating to costs) such that the investigation of a complaint may prejudice, disturb or harm the fairness or proper procedure of such proceedings;

- 25.3.4 there is continuing inter-lawyer/inter-professional correspondence such that the investigation of a complaint may interrupt or cause effect to such correspondence;
  - 25.3.5 there is continuing correspondence between the complainant and another solicitor/lawyer;
  - 25.3.6 the complainant proposes to issue, issues, or has issued an action in negligence against the Member;
  - 25.3.7 the complaint is one that should properly be dealt with by the Legal Ombudsman or the SRA, CILEx or by any other regulator relevant in the circumstances or by another member organisation of the FMC, by the FMC or FMSB itself, or successors thereto; or
  - 25.3.8 the complaint is currently being investigated by the SRA, Legal Ombudsman, another member organisation of the FMC, the FMC or FMSB itself or by any other regulatory or governing body, organisation or agency to whom the complainant has referred their complaint.
- 25.4 The National Committee, Executive Committee or the person delegated by them (as applicable) may determine that, in accordance with the terms of the Complaints Policy and Procedure, Article 25.3 shall not apply in exceptional circumstances.
- 25.5 Complaints received in relation to a Member who is a member of a regulatory or governing organisation, body or agency may be referred or directed to that member's regulatory or governing organisation, body or agency as recorded in their membership details and the member so notified.
- 25.6 The National Committee may appoint anybody to act in relation to a complaint from time to time and as is necessary to ensure the proper, fair and transparent management of any complaint received.
- 26. Accounts**
- 26.1 No Member shall have any right to inspect any accounting records or other book or Document of the Company except as conferred by statute, these Articles or authorised by the Directors or by Ordinary Resolution.
- 26.2 The Treasurer shall ensure that all subscriptions and other income are placed to the credit of a bank account in the name of the Company and proper books of account are maintained.
- 27. Communications**
- 27.1 To the extent permitted and unless required otherwise by the Companies Acts, any other Act applying to the Company or these Articles, the Company may send, service, supply or deliver any offer, notice, information or any other Document, including any certificate, on or to a Member:
- 27.1.1 personally;
  - 27.1.2 by electronic means and/or by making such offers, notices, information or Documents available on a website; or
  - 27.1.3 by posting it in a letter (with postage paid) to the Member's registered address or by causing it to be left at that address in some other way.



- 27.2 The Company Communication Provisions have effect for the purposes of any provisions of the Companies Acts or these Articles that authorise or require offers, notices, information or any other Documents to be sent, served supplied or delivered by or to the Company.
- 27.3 Articles 29.1 and 29.2 do not affect any provisions of the Companies Acts requiring offers, notices, information or documents to be sent, served, supplied or delivered in a particular way.
- 27.4 Notices or other communications will deemed to have been received:
- 27.4.1 if sent by email, two working days after sending provided that the Company can evidence that the email was sent to the address provided by the Member;
- 27.4.2 if sent by hand delivery, at the time of delivery; or
- 27.4.3 if sent by first class post, 48 hours after the date of posting.
- 27.5 A Member present, either in person or by remote means at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 27.6 Proof that an electronic means of communication was made as recorded on any electronic account used for that purpose by the Company shall be conclusive evidence that the notice was given.
- 27.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 28. Winding up**
- 28.1 On the winding up and dissolution of the Company the provisions set out at Article 3 shall apply.
- 29. Indemnity**
- 29.1 Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which s/he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## Schedule

### INTERPRETATION

In the Articles, unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Companies Acts. Except and unless the context requires otherwise, words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include firms and corporations and vice versa.

<b>AGM</b>	Annual general meeting of the Company.
<b>Articles</b>	The Company's articles of association.
<b>Associates</b>	Those persons who are admitted as Associates of the Company pursuant to Article 19.
<b>Bankruptcy</b>	Includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.
<b>BPTC</b>	Bar Professional Training Course.
<b>Chair</b>	The chairperson of the Company so appointed by the National Committee.
<b>Chartered Legal Executive</b>	A lawyer who has followed one of the prescribed routes to qualification set out by the Chartered Institute of Legal Executives.
<b>CILEx</b>	Chartered Institute of Legal Executives.
<b>Clear Days</b>	In relation to the period of a notice means that 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.
<b>Code Of Practice</b>	The code of practice from time to time laying down standards of conduct and practice expected of Members and Associates having due regard to the objects of the Company.

<b>Committee</b>	A standing committee or working party appointed by the National Committee pursuant to Article 8.
<b>Company</b>	The Solicitors Family Law Association (registered number 05234230).
<b>Companies Acts</b>	The Companies Act as defined in Section 2 of the Companies Act 2006 and other legislation relating to companies and affecting the Company (including any orders, regulations or other subordinated legislation made under them) in force from time to time.
<b>Company Communication Provisions</b>	The meaning of company communications is given in the Companies Acts.
<b>Complaints Policy and Procedure</b>	The Complaints Policy and Procedure including the Mediation Complaints Procedure adopted by the Company from time to time as described at Article 25.
<b>CPE</b>	The Common Professional Examination, or its equivalent or successor qualification as set out from time to time.
<b>Data Protection Act</b>	The Data Protection Act as defined in Section 1 of the Data Protection Act 1998.
<b>Directors</b>	The directors of the Company from time to time and including any person occupying the position of director, by whatever name called.
<b>Disciplinary Measures</b>	The disciplinary measures (including the Mediation Disciplinary measures) that form part of the Complaints Policy and Procedures published by the Company from time to time as further described at Article 25.
<b>Document</b>	Includes, unless otherwise specified, any document sent or supplied in electronic form.
<b>Electronic Communication and "Communication"</b>	Has the meaning given in s. 1168 of the Companies Act 2006.
<b>Executive Committee</b>	Has the meaning given in Article 8.2.
<b>Family Dispute Resolution</b>	Refers to the various practices and procedures relating to the non-Court resolution of family issues and disputes,

including but not limited to mediation, collaborative practice, early neutral evaluation, private financial dispute resolution, solicitor led negotiation and family law arbitration.

**Family Law Arbitration**

The practice of family law arbitration in accordance with the required standard of the Chartered Institute of Arbitrators and the Institute of Family Law Arbitrators.

**FMC**

The Family Mediation Council.

**FMSB**

The Family Mediation Standards Board.

**Hard Copy Form**

Has the meaning respectively given to it in the Companies Act 2006.

**Honorary Member**

An honorary member of the Company appointed as such by the National Committee.

**In writing**

Includes, without limitation, Electronic Communications.

**Law Society**

The Law Society of England and Wales.

**Legal Ombudsman**

The legal ombudsman for England and Wales as set up by the Office for Legal Complaints under the Legal Services Act 2007.

**LPC**

The Legal Practice Course, or its equivalent or successor qualification as set out from time to time.

**Member**

A member of the Company under these Articles which, for the avoidance of doubt, shall not include an Associate or an Honorary Member.

**National Committee**

The board of Directors and accountable officers of the Company from time to time.

**Non-Officer Directors**

A Director who is not an Officer.

**Officer**

A Director who has assumed one of the roles listed in Article 5.3.

<b>Ordinary Resolution</b>	Has the meaning given in section 282 of the Companies Act 2006.
<b>Patron</b>	An honorary member of the Company appointed as such by the National Committee.
<b>Practice Standards Panel</b>	A panel of independent and representative members appointed for the consideration of complaints.
<b>Proxy Notice</b>	Has the meaning given in Article 21.1.
<b>Treasurer</b>	The treasurer of the Company.
<b>Roll Of Solicitors</b>	The roll of practising solicitors in England and Wales as maintained by the Law Society of England and Wales.
<b>Secretary</b>	The secretary of the Company or any other person appointed to perform the duties of the Company secretary of the Company, including a joint, assistant or deputy secretary.
<b>SRA</b>	The Solicitors' Regulation Authority.
<b>Special Resolution</b>	Has the meaning given in section 283 of the Companies Act 2006.
<b>Vice-Chair</b>	The vice-chairperson of the Company.

**Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the company.**