

The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having a Share
Capital

Articles of Association of

The Regional Studies Association

Charity No: 1084165

Reg in England No: 4116288

Amended November 2021

1. OBJECTS

- 1.1 The Charity is established for the objects expressed in the Memorandum of Association of the Charity

2. MEMBERSHIP

- 2.1 The number of members with which the company proposes to be registered is unlimited
- 2.2 The Charity must maintain a register of members
- 2.3 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who
- 2.3.1 applies to the Charity in the form required by the Trustees
- 2.3.2 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative and the payment by a member of an annual membership subscription to the Charity shall be deemed to be signed written consent for the purpose of this article
- 2.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions. In addition, the Charity may put in place categories of post-nominals as they think fit but including for the time being:
- 2.4.1 Fellowship: this category is intended to recognise those Members who have been in membership for at least five years and have a strong involvement with Regional Studies matters and its community, and with the RSA itself. Fellows may use the post-nominal designation "FeRSA". Fellows may achieve

this status via nomination to the Board or by demonstrable longevity of engagement with the RSA and its activities. Fellows may only use the post-nominal as long as they remain members in good standing

2.4.2 **Membership:** this category is open to anyone with an interest in Regional Studies who pays the annual membership fee. Members may use the post-nominal designation "MeRSA". The use of the post-nominal designation MeRSA does not imply qualifications or being subject to a code of professional conduct.

2.5 Membership is terminated if the member concerned:

2.5.1 gives written notice of resignation to the Charity

2.5.2 dies or (in the case of an organisation) ceases to exist

2.5.3 is six months in arrears in paying the relevant subscription (but in such a case the member may be reinstated on payment of the amount due) or

2.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)

2.6 Membership of the Charity is not transferable

3. **GENERAL MEETINGS**

3.1 Members are entitled to attend general meetings either personally or by an authorised representative.

3.2 **Notice of General Meetings**

3.2.1 An Annual General Meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least 21 clear days written notice specifying the business to be discussed, date, time and venue (or electronic platform in the case of an electronic meeting) of the meeting. All other extraordinary general meetings shall be called by at least fourteen clear days written notice specifying the business to be discussed, date, time and venue (or electronic platform in the case of an electronic meeting) of the meeting.

3.2.2 Notice shall be given to all members and to the Trustees and auditors.

3.2.3 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

3.2.4 The Board shall determine whether a general meeting is to be held as a physical general meeting, or an electronic general meeting, or a combination of the two. The time and place (including electronic platforms) at which the general meeting will be held shall also be determined by the Board. In the case of electronic general meetings, the electronic platform may vary from time to time and from meeting to meeting as the Board, in its sole discretion, sees fit.

3.3 **The Quorum**

3.3.1 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least five.

3.4 **Proceedings at General Meetings**

3.4.1 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting

3.4.2 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice

3.4.3 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of last signature)

3.5 **Votes**

- 3.5.1 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 3.5.2 Except for the Chair of the meeting, who has a second or casting vote, every member present in person (or through an authorised representative) has one vote on each issue
- 3.5.3 No member shall be entitled to vote at any general meeting unless all moneys then payable by him/her to the Charity have been paid
- 3.5.4 No person shall vote on any matter in which he/she is personally involved or has a pecuniary interest or otherwise debate on such matters without the permission of the majority of persons present and voting such permission to be given or withheld without discussion
- 3.5.5 No objection shall be raised to the qualification of any voter except at the 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 of the meeting whose decision shall be final and conclusive
- 3.5.6 A vote given by the representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by the Charity at the office before the commencement of the meeting at which the vote is given
- 3.5.7 At all electronic general meetings a resolution put to the meeting will be voted on by a poll. Poll votes will be cast by such electronic means as the Board, in its sole discretion, deems appropriate for the purposes of the meeting.

3.6 **AGM**

- 3.6.1 The Charity shall hold an AGM each year and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next
- 3.6.2 At an AGM the members:
 - 3.6.2.1 receive the accounts of the Charity for the previous financial year
 - 3.6.2.2 receive the Trustees' report on the Charity's activities since the previous AGM
 - 3.6.2.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation

3.6.2.3 elect persons to be Trustees to fill the vacancies arising

3.6.2.4 appoint auditors for the Charity

3.6.2.5 may confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity and

3.6.2.6 discuss and determine any issues of policy or deal with any other business put before them

3.7 **EGM**

3.7.1 All general meetings other than AGMs shall be called extraordinary general meetings

3.7.2 An extraordinary general meeting may be called at any time by the Trustees and must be called not more than eight weeks from receipt of written requisition from at least ten members.

4. **TRUSTEES**

4.1 The Trustees as charity trustees have control of the Charity and its property and funds

4.2 The Trustees when complete consist of at least three and not more than twelve individuals (all of whom must be members)

4.3 The subscribers to the Memorandum are the first Trustees of the Charity. Future Trustees shall be appointed as provided subsequently in these Articles

4.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees

4.5 **Powers of Trustees**

4.5.1 The Trustees have the following powers in the administration of the Charity:

4.5.1.1 to appoint (and remove) any member (who may be a Trustee) or the Chief Executive of the Charity to act as Secretary to the Charity at such remuneration (if not a Trustee) as they may think fit

4.5.1.2 to appoint a Chair, Treasurer and other honorary officers from among their number

4.5.1.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)

4.5.1.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings

4.5.1.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern the proceedings at their meetings and at meeting of committees

4.5.1.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and use of its seal (if any)

4.5.1.7 to establish procedures to assist the resolution of disputes within the Charity

4.5.1.8 to exercise any powers of the Charity which are not reserved to a general meeting

4.6 Appointment and Retirement of Trustees

4.6.1 A Trustee shall normally be appointed for an initial term of no more than three years renewable for one further term of three years only if so agreed by the AGM on the expiry of the first term.

4.6.2 A Trustee may be appointed to serve as a Trustee for further terms in an executive officer capacity. Executive officer posts will be determined from time to time by the Trustees but shall include the posts of Chair, Secretary and Treasurer

4.6.3 No person may be appointed as a Trustee:

4.6.3.1 unless he/she has attained the age of 18 years; or

4.6.3.2 in circumstances such that, had he/she already been a Trustee he/she would have been disqualified from acting under the provisions of Article 4.6.4

4.6.4 A Trustee shall cease to hold office if he/she:

4.6.4.1 is disqualified under the Charities Act 1993 from acting as a charity trustee

4.6.4.2 is incapable, whether mentally or physically, of managing his or her own affairs

- 4.6.4.3 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
- 4.6.4.4 is absent without the permission of the Trustees from three consecutive meetings of the Trustees and the Trustees resolve that his/her office be vacated
- 4.6.4.5 ceases to be a member of the Charity or
- 4.6.4.6 is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 4.6.5 The Trustees may at any time invite any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Co-optee. The number of co-options shall not equal or exceed the number of elected trustees. A so appointed Trustee or Co-optee holds office only until the next AGM, save for Co-optees appointed in accordance with clause 4.6.8 of these Articles
- 4.6.6 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
- 4.6.7 In order to ensure rotation, Trustees who have served a term of more than six years consecutively shall normally be required to resign as a Trustee for a minimum period of one year after which upon reappointment as a Trustee their first term is considered an initial term
- 4.6.8 The Editor-In-Chief of the Association's journal Regional Studies or their Board approved representative will be appointed as a Trustee of the Association for the period of their appointment as Editor-in-Chief. An Editor-in-Chief or Board approved representative of any other RSA journal, magazine, book series or other form of Board approved publication whether print or online may serve as a Co-optee for the period of their editorship

5. PROCEEDINGS OF TRUSTEES

- 5.1 The Trustees must hold at least three meetings each year
- 5.2 A quorum at a meeting of the Trustees is three Trustees

- 5.3 A meeting of the Trustees may be held either in person or by suitable electronic or other means agreed by the Trustees in which all participants may communicate with all the other participants
- 5.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees presides at each meeting
- 5.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 5.6 Except for the Chair of the meeting who has a second or casting vote, every Trustee have one vote on each issue
- 5.7 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees
- 5.8 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting
- 5.9 Any bank account in which any part of the assets of the Charity is deposited shall be operated by the Trustees and shall indicate the name of the Charity. The Trustees shall authorise, in writing, the Treasurer, the Secretary and up to three other Trustees and, if considered appropriate, one named member of staff to sign cheques on behalf of the Charity. Cheques may be signed by one authorised person up to a given level (to be determined by the Trustees from time to time) and any two authorised signatories over this limit
- 5.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

6. RECORDS AND ACCOUNTS

- 6.1 The Trustees must comply with the requirements of relevant legislation and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar or Companies and the Charity Commission for England and Wales of:
 - 6.1.1 annual reports
 - 6.1.2 annual returns
 - 6.1.3 annual statements of account

- 6.2 The Trustees must keep proper records of:
 - 6.2.1 all proceedings at general meetings
 - 6.2.3 all proceedings at meetings of the Trustees
 - 6.2.4 all reports of committees and
 - 6.2.5 all professional advice obtained
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

7. THE SEAL

- 7.1 The seal (if used) shall only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee

8. NOTICES

- 8.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Charity
- 8.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 8.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 8.3.1 48 hours after being sent by electronic means or delivered by hand to the relevant address
 - 8.3.2 two clear days after being sent by first class post to that address
 - 8.3.3 three clear days after being sent by second class or overseas post to that address

- 8.3.4 on the date of publication of a newspaper containing the notice
- 8.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or if earlier
- 8.3.6 as soon as the member acknowledges actual receipt
- 8.4 a member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called
- 8.5 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

9. INDEMNITY

- 9.1 Subject to the provisions of the Act every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him/her in that capacity in defending any proceedings whether civil or criminal in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity

10. DISSOLUTION

- 10.1 The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

11. INTERPRETATION

- 11.1 In the Memorandum in and in these Articles:

'The Act' refers to all relevant Company legislation

'AGM' means an annual general meeting of the Charity

'these Articles' means these articles of association

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

'Chair' means the chair of the Trustees

'the Charity' means the company governed by these Articles

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993

'clear day' means 24 hours from midnight following the relevant event

'the Commission' means the Charity Commissioners for England and Wales

'EGM' means an extraordinary general meeting of the Charity

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

'material benefit' means a benefit which may not be financial but has a monetary value

'members' and 'membership' means those individuals or organisations who have paid any annual subscription laid down from time to time. These are not necessarily Trustees

'Memorandum' means the Charity's Memorandum of Association

'month' means calendar month

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum

'present' means, for the purposes of physical general meetings, present in person or, for the purposes of electronic general meetings, present by electronic means

'Secretary' means the Secretary of the Charity and includes any other person appointed to perform the duties of secretary of the Charity including a joint, assistant or deputy secretary

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

'Trustee' means a director of the Charity and 'Trustees' means all of the directors

“the United Kingdom” means Great Britain and Northern Ireland

“office” means the registered office of the Charity

“the seal” means the common seal of the Charity if it has one

expressions referring to writing shall, unless the contrary intention appears be construed as including references to printing, lithography, photography or other modes of representing or reproducing words in a visible form including electronic format

'year' means calendar year

A Co-optee may be appointed by the Trustees at any time to fill either a vacancy in their number in which case the co-optee is regarded as a full trustee until the following AGM or to join the Board in a non-trustee role, without voting rights until the following AGM

References to electronic platforms include, without limitation, website addresses and conference systems, and references to persons attending meetings by electronic means, means attendance at electronic general meetings via the electronic platform(s) stated in the notice of such meeting.

References to speaking in relation to General Meetings include communication via electronic platform messaging systems as well as verbal communication and speech shall be construed accordingly.

11.2 Expressions defined in the Act have the same meaning

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

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF
SUBSCRIBERS

Date

Witness to the above signatures

[Name, address and occupation of the witness]

[Signature of witness]