

## Constitution - Articles of Association

(These articles of association are phrased to be compatible with:

- a) the Companies Acts 1985 to 1989 for a company limited by guarantee and not have a share capital
- b) charitable status).

1.

In these Articles, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite to them respectively in the second column thereof.

### The Consortium

This charitable organisation - "The M25 Consortium of Academic Libraries

### The Act

The Companies Act 1985 (including any statutory or re-enactment thereof for the time being in force)

### These Articles

These Articles of Association as originally framed, or as from time to time altered by Special Resolution

### General Meetings

General Meetings of the Consortium of which the meeting held in the summer of every year shall include an Annual General meeting in accordance with Article 13 of these Articles

### Member

A member of the Consortium admitted to membership in accordance with Article 5 of these Articles and entitled to appoint a Representative in accordance with Article 9 of these Articles

### Representative

An individual representing a Member or Members, as provided in Articles 9 to 12 of these Articles

### SCONUL

Society of College, National and University Libraries

### The Steering Group

The executive of the Consortium being the body specified in Articles 39 to 60 of these Articles to act as Board of Directors

### Sub Group

A sub group of the steering group membership created for particular purposes

### Working Group

A functional working group with specific objectives answerable to the Steering Group and, hence, the Consortium

## Year

The Academic year (i.e. 1 August to 31 July following)

## Library

A collection of information resources available for consultation. This term is taken to encompass Members' organisational groupings combining libraries with audio-visual, computing and other services

2.

Words importing individuals include bodies corporate; the masculine gender shall include the feminine, and the singular shall include the plural and vice versa

3.

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

4.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Consortium.

## **Members**

### 5. Membership

(a)

Membership of the Consortium is open to Higher Education Institutions located in and around the areas covered by the London, East of England, or South East England Regional Development Agencies whose institutions are eligible for membership of SCONUL

(b)

Other academic and academic related institutions in the areas covered by the London, East of England, or South East England Regional Development Agencies may be invited to membership subject to the agreement of a majority of representatives present at a meeting of the Consortium. Where appropriate the Consortium may seek one representative to cover a group of libraries with similar interests.

6.

No university, educational or other establishment as specified in Article 5 of these Articles shall become a member before its application for membership, having been considered by the Steering Group shall have been approved by a resolution of the Consortium passed at a General Meeting.

7.

Upon a recommendation from the Steering Group the Consortium may by resolution passed at a General meeting (a) exclude from membership any organisation meeting the stated criteria; (b) terminate the membership of any existing member. The Steering Group shall not be bound to assign any reason for such recommendation, nor shall the Consortium be bound to assign any reason for such exclusion or termination.

8.

A member may by written notice deposited with the Secretary not later than fourteen days before the date fixed for the Annual General Meeting in any Year resign its membership with effect from the expiry of the Year in which such notice is deposited. If at any General Meeting an amendment to the basis upon which a Member's subscription is to be calculated for the following Year is proposed which, if passed, would have the effect of increasing a Member's subscription then that Member may by the oral declaration of its Representative (or proxy) at the meeting before such amendment is voted upon (confirmed by notice in writing deposited at the Office within three days after the declaration is made) resign its membership with effect from the expiry of the then current Year.

## **Representatives**

9.

Members shall normally have as their representative the Chief Librarian (whomsoever designated). Members with merged Library and Information Services shall be represented by the most senior Librarian with responsibility for Library Services.

10.

A Representative shall be appointed, and may be removed, by written notice to the Consortium from the Member entitled to be represented. An appointment or removal so made shall take effect only upon deposit of such notice with the Secretary.

11.

The termination or resignation of membership of a Member pursuant to Articles 7 and 8 of the Articles shall ipso facto terminate the appointment of any Representative appointed by such member.

12.

All Representatives shall be entitled to receive notice of, to attend, speak and vote at General Meetings of the Consortium.

## **General Meetings**

13.

General Meetings shall normally be held twice in every year, at such times (within a period of not more than twelve months after the holding of the last preceding General Meeting) and place as be

determined by the Steering Group. The summer General Meeting of each year shall be an Annual General Meeting. At this General Meeting formal business matters of the organisation shall be considered.

14.

All other general Meetings shall be called Extraordinary General Meetings.

15.

The Steering Group may whenever they think fit, proceed to convene an Extraordinary General Meeting. A group of representatives consisting of no less than one third (or the number nearest to but no less than one third) of the aggregate number of all the Representatives duly appointed by their members may by advance written application to the Secretary of no less than 21 days convene an Extraordinary General Meeting.

### **Notice of General Meetings**

16.

A General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution shall be called by twenty-one days' notice in writing at the least, exclusive in either case of the day on which the notice is served or deemed to be served and of the day on which it is given. Notice shall be given to each member and to its Representative or Representatives. The accidental omission to give notice to, or the non-receipt of notice by any person entitled to receive notice shall not invalidate the proceedings at any General Meeting.

17.

Every notice calling a General Meeting shall specify the place, the day and the hour of the meeting, If other than ordinary business is to be transacted, the notice shall specify the general nature of such business; and, if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.

### **Proceedings at General Meetings**

18.

No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. One third (or the number nearest to but not less than one-third) of the aggregate number of all Representatives whom the Members for the time being are entitled to appoint shall be a quorum for all purposes.

19.

If within thirty minutes from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to such other day and at such other time and place as the Chair shall appoint,

and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting the Representatives present shall be a quorum.

20.

The Chair of the Consortium, failing whom either its Secretary or Treasurer, shall preside as Chair person at every General Meeting but if there be no such Chair or Secretary or Treasurer or if at any meeting neither of them shall be present within fifteen minutes after the time appointed for holding the meeting and willing to preside, the Representatives present in person or by proxy shall choose one of their number to preside.

21.

The Chair may with the consent of any meeting at which a quorum is present (and shall if so directed by such meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting (except where the meeting has been adjourned for thirty days or more, when notice of the adjourned meeting shall be given as in the case of an original meeting).

22.

At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by

22.1

the Chair; or

22.2

no fewer than three Representatives; or

22.3

Representatives being in number not less than one-tenth of the aggregate number of all Representatives whom the full members for the time being are entitled to appoint.

A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand not be withdrawn) a declaration by the Chair that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

23.

If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting, or at an adjournment thereof, and not in that case unless it shall in the opinion of the Chair be of sufficient magnitude to vitiate the resolution.

24.

If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such a manner as the Chair may direct and the result of a poll shall be deemed to be the resolution of the meeting at which

the poll was demanded. The Chair may appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

25.

A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such time and place (including by post) as the Chair of the meeting shall direct, and any business other than that upon which the poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll not taken immediately.

26.

On a poll votes may be given either by a Representative or by his proxy.

27.

Every Representative shall have one vote.

28.

In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the poll is demanded shall be entitled to a second or casting vote.

28.1

No resolution shall be rescinded or amended at the same meeting at which it is passed. Twenty-eight days notice of its rescindment or amendment must be given, but the resolution shall not be rescinded or amended unless by the consent of the members present at the meeting at which the rescindment is considered.

## **Proxies**

29.

The instrument appointing a proxy shall be in writing under the hand of the Voting Representative making the appointment and must be deposited with the Secretary, or such other place, if any, as is specified for that purpose in the notice convening the Meeting, not less than forty-eight hours before the time appointed for holding the Meeting or the adjourned Meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of the proxy shall not be treated as valid.

30.

The instrument appointing a proxy shall be in the following form or as near thereto as circumstances shall admit:-

I,

of

a Voting Representative of the Consortium representing (name of the member), hereby appoint

\_\_\_\_\_ or failing him, \_\_\_\_\_ to vote for me and on my behalf at the General Meeting of the Consortium to be held on (date) and at every adjournment thereof.

Dated:

Signed:

31.

The appointment of the proxy shall be deemed to confer authority to join in demanding a poll.

32.

A valid proxy shall, unless the contrary is stated thereon, remain valid as well for an adjournment of the Meeting as for the Meeting which it relates.

33.

A vote given in accordance with the terms of the appointment of the proxy shall be valid notwithstanding the previous death of the Voting representative executing the proxy or the previous revocation of the proxy, provided that there has not been deposited at the Office, before the commencement of the meeting or Adjourned Meeting or poll at which the vote is given, any written revocation of the proxy or any removal of the Voting Representative under the terms of Article 11 of these Articles

## **Officers**

34.

There shall be the following Officers of the Consortium, all of whom shall be Voting Representatives:-

34.1

A Chair [or other title]

34.2

A Treasurer

34.3

A Secretary

34.4 The current Chair of CPD25 shall also be an Officer of the Consortium. They must be an employee of a Consortium Member but need not be a Voting Representative.

35.

A Chair, Secretary and Treasurer shall be elected at Annual General Meeting to hold office as follows until the end of the equivalent Annual General Meeting at the end of his term of office, unless he shall before then cease to be a Representative.

36.

Chairs, and Secretaries will hold office for a term of two years, renewable by vote of the Consortium for a further term of two years but with no subsequent immediate eligibility for re-election to this office for a period of one year. Treasurers may hold office for up to four two-year terms renewed by vote but

similarly thereafter will have no subsequent immediate eligibility for re-election to this office for one year.

37.

If at any time there shall be a vacancy amongst the Officers (other than the Chair of CPD25) the same shall be filled by a Representative appointed by the Steering Group who shall hold office until the end of the Annual General Meeting next following his appointment but shall be eligible for election at such meeting.

38.

A nomination for election of a Representative to the post of officer in accordance with Article 35 of these Articles shall be in writing and deposited at the Office not later than twenty-one days before the Annual General Meeting at which the election is to be proposed, signed by two Representatives, and by the Representative nominated, to indicate his consent to the nomination.

39. The Chair of CPD25 shall also be an Officer of the Consortium. Due to the specialist expertise required in this post, the Chair of CPD25 will not be elected but appointed by a panel consisting of two Officers of the Consortium (normally the Chair and Secretary) together with an external expert in the field of staff development. The decision of the panel will need to be approved by the Steering Group and confirmed at the next Business Meeting of the Consortium. The CPD25 Chair will hold office for two years, renewable for a further term of two years, by mutual consent of the individual and the Steering Group.

## **Steering Group**

39.

The Steering Group shall comprise:-

39.1

ex-officio, the Officers for the time being

39.2

not more than nine elected Representatives

39.3

during the year immediately following his term of office, any person who has held the office of Chair continuously for two years

40.

The elected Representatives will hold office for a term of two years, renewable by vote of the Consortium for a further term of two years but with no subsequent immediate eligibility for re-election to this role for a period of one year.

41.

At the Annual General Meeting of the year the elected Representatives who have completed their term of office on the Steering Group shall retire and shall not be eligible for re-election until the next succeeding Annual General Meeting.

42.

The Steering Group shall have the power to co-opt up to four Representatives each serving for a period of up to but not exceeding three years.

43.

The Steering Group may fill any casual vacancy amongst the elected Representatives on the Steering Group by co-option from amongst the Representatives, but persons so co-opted to the Steering Group shall retire at the Annual General Meeting of the year next following their co-option and shall be eligible for election at such meeting.

44.

A nomination for election of a Representative to the Steering Group shall be in writing and deposited with the Secretary not later than fourteen days before that Annual General Meeting at which the election is to be proposed, signed by two Representatives, and by the Representative nominated to indicate his consent to the nomination.

#### **Disqualification of Steering Group members**

45.

The Office of a Steering Group Member shall be vacated

45.1

if a receiving order is made against him or he makes any arrangement or composition with his creditors;

45.2

if he is suffering from mental disorder and either

(i)

He is admitted to hospital in pursuance of an application for admission to treatment under the Mental Health Act 1983, or in Scotland, on application for admission under the Mental Health (Scotland) Act 1960; or

(ii)

An order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;

45.3

if he ceases to be a Representative;

45.4

if by notice in writing to the Consortium he resigns his office;

45.5

if he ceases to be a Steering Group Member by virtue of any provision of the Act or he becomes prohibited by law from being a Steering Group Member.

46.

There shall be no limit as to the age at which any person may become or be a Steering Group Member or until which, having become or being a Steering Group Member, he may continue to act as a Steering Group Member.

## **Powers of the Steering Group**

47.

The Steering Group may exercise all such powers of the Consortium and do on behalf of the Consortium all such acts as may be exercised and done by the Consortium, and as are not by statute or by these Articles required to be exercised or done by the Consortium in General Meeting, subject nevertheless to any provisions of these Articles and of any statutes for the time being in force and affecting the Consortium, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Consortium in General Meeting; but no regulation made by the Consortium in General Meeting shall invalidate any prior act of the Steering Group which would have been valid if such regulation had not been made.

48.

The Steering Group for the time being may act notwithstanding any vacancy in their body.

## **Proceedings of the Steering Group**

49.

The Steering Group may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, one-third or the number nearest to one-third of the Steering Group Members shall be a quorum.

50.

Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chair of the meeting shall have a second or casting vote.

51.

A Steering Group member may, and on the request of a Steering Group member the Secretary shall, at any time, summon a meeting of the Steering Group by notice served upon the several Steering Group members.

52.

The Chair for the time being of the Consortium shall be the Chair of the Steering Group Meetings at which he is present. In his absence either the Secretary or Treasurer of the Consortium if present at that Steering Group Meeting, shall be the Chair thereof. In the absence of the Chair and the Secretary and Treasurer of the Consortium the Steering Group members present at that Steering Group Meeting shall elect one of their number present to be Chair of that Meeting.

53.

A Steering Group meeting at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Consortium for the time being vested in the Steering Group generally.

54.

All acts bona fide done by any Steering Group Meeting or Sub-Group of the Steering Group or by any person acting as a Steering Group Member or as a Working Group Member, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Steering Group member or of any member of such Sub-Group or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Steering Group Member or Sub-Group Member.

55.

The Steering Group shall cause proper Minutes to be made of the proceedings of all Meetings of the Consortium and of the Steering Group and of any sub groups of the Steering Group, and of all business transacted at such meetings, and any such Minutes, if purporting to be signed by the Chair of such Meeting, or by the Chair of the next succeeding Meeting, shall be sufficient evidence without any further proof of the facts therein stated.

56.

A resolution in writing signed by all the Steering Group Members for the time being or by all Members of any Sub-Group of the Steering Group who are duly entitled to receive notice of a Steering Group Meeting or a meeting of such Sub-Group shall be as valid and effectual as if it had been passed at a Steering Group meeting or at a meeting of such Sub Group duly convened and constituted.

57.

A Steering Group Member shall not vote in respect of any contract or arrangement in which he has a personal interest and if he shall do so his vote shall not be counted. He shall be deemed not to be present at the relevant meeting for the purpose of establishing the quorum necessary for the consideration of a resolution regarding any such contract or arrangement.

58.

(a)

The Steering Group may delegate any of their powers or the implementation of any of their resolutions to any Sub Group

(b)

The resolution making that delegation shall specify those who serve or be asked to serve on such Sub Group (though the resolution may allow the Sub Group to make co-options up to a specified number).

(c)

The composition of any such Sub Group shall be entirely at the discretion of the Steering Group and may comprise such of their number (if any) as the resolution may specify.

(d)

The deliberations of any such Sub Group shall be reported regularly to the Steering Group and any

resolution passed or decision taken by any such Sub Group shall be reported forthwith to the Steering Group and for that purpose every committee shall appoint a secretary.

(e)

All delegations under this article shall be revocable at any time.

(f)

The Steering Group may make such regulations and impose such terms and conditions and give such mandates to any such sub group or groups as it may from time to time think fit.

(g)

For the avoidance of doubt the Steering Group may delegate financial matters to any Sub Group and may empower such Sub Group to resolve upon the operation of any bank account according to such mandate as it shall think fit provided always that no Group shall incur expenditure on behalf of the Consortium except in accordance with a budget which has been approved by the Steering Group.

59.

A Sub Group of the Steering Group may elect a Chair of its meetings; if no such Chair is elected, or if at any meeting a Chair is not present within five minutes after the time appointed for holding the same, the group members present may choose one of their number to be Chair of the meeting.

60.

A Steering Group sub-group may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the group members present, and in the case of an equality of votes the Chair shall have a second or casting vote.

## **Working Groups**

61.

The Steering Group shall have the power to set up from time to time such standing or ad hoc Working Groups as it shall decide to advise the Steering Group and membership on matters relating to their particular remits. The membership of any such Working Group and its terms of reference shall be approved by the Consortium in General Meeting or may be delegated to the Steering Group.

62.

Any Working Group so formed shall conform to the current rules for the conduct of business imposed upon it by the Steering Group at the behest of members' representatives in General Meeting. These rules shall inter alia at all times require each Working Group to report to the Steering Group upon the carrying out of its advisory functions and to operate within a budget approved by the Steering Group.

## **Subscriptions**

63

Each Member shall pay the Consortium an annual subscription.

64

The subscription for each year shall be due on 1 August in that Year.

65

Before the Annual General Meeting of each year the Steering Group shall notify to each Member by way of its Representative the proposals of the Steering Group in respect of the basis upon which its subscriptions shall be calculated for the immediately following Year. Such proposals shall be subject to amendments thereof duly resolved at such Annual General Meeting. If such proposals (with any such amendments) are not approved at such Annual General Meeting the subscription for the immediate following year shall be the same as for the year in which the proposals were so notified.

## **Finances and Accounts**

66

(1) The Steering Group must prepare for each financial year accounts as required by section 226 (or, if applicable, section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

(2) The Steering Group must keep accounting records as required by sections 221 and 222 of the Act.

## **Annual Report and Return and Register of Charities**

67

- (1) The Steering Group must comply with the requirements of the Charities Act 1993 with regard to:
- (a) the transmission of the statements of account to the Consortium;
  - (b) the preparation of an annual report and its transmission to the Commission;
  - (c) the preparation of an annual return and its transmission to the Commission.
- (2) The Steering Group must notify the Commission promptly of any changes to the Consortium's entry on the Central Register of Charities.

68. Any notice to be given to or by any person pursuant to the articles:

- (1) must be in writing; or
- (2) must be given using electronic communications

69 (1) The Consortium may give any notice to a member either:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
- (c) by leaving it at the address of the member; or
- (d) by giving it using electronic communications to the member's address.

(2) A member who does not register an address with the Consortium or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Consortium.

70. A member present in person at any meeting of the Consortium shall be deemed to have received notice of the meeting and of the purposes for which it was called.

71 (1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

(2) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

(3) A notice shall be deemed to be given:

(a) 48 hours after the envelope containing it was posted; or

(b) in the case of an electronic communication, 48 hours after it was sent.

## **Indemnity**

72. The Consortium may indemnify any Steering group member against any liability incurred by him or her in that capacity, to the extent permitted by section 309A of the Companies Act 1985.

NP/cb/3 January, 2001

Amended January, 2007

Amended December 2007