

# MIDDLESEX & THAMES VALLEY MEDIATORS

## ARTICLES OF ASSOCIATION

### 1. Interpretation

#### 1.1. In these Articles:

- 1.1.1. "Clear Days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to have been given and the day for which it is given or on which it is to take effect.
- 1.1.2. "Standing Committee" means the Standing Committee of the Association.
- 1.1.3. "The Association" means Middlesex & Thames Valley Mediators
- 1.1.4. Unless the context otherwise requires words or expressions contained in these Articles should be given their natural and ordinary meaning.

### 2. Objects

- 2.1.1. The Association is established for the purposes expressed in the Memorandum of Association.

### 3. Membership

#### 3.1. Mediator Member

- 3.1.1. Mediator Membership is open to those who can demonstrate that they have been accredited by a body recognised by the Association as being competent to accredit mediators in the field within which the mediator practices.

#### 3.2. Associate Member

- 3.2.1. Associate Membership is open to any individual expressing an interest in mediation.

#### 3.3. Civil and Commercial Disputes Panel

- 3.3.1. Panel Membership is restricted to those individuals who are Mediator Members and accredited by bodies approved by the Civil Mediation Council as providing satisfactory training for civil and commercial mediators.
- 3.3.2. Panel Members shall satisfy the Association that they have the degree of competence and experience required to carry out the duties of a Lead Mediator in accordance with the requirements of the Association as set out in the Practice Manual.

3.3.3. All Panel Members shall adhere to the training and practice requirements of the Association as set out in the Practice Manual.

#### **4. Officers**

4.1. There shall be a Chairman, a Treasurer and a Secretary ("the Officers") elected by the Association at the Annual General Meeting and who shall hold office until the day after the next Annual General Meeting but may be re-elected twice (*i.e.* may serve for up to 3 consecutive terms). An Officer may be re-elected for a fourth term after a gap of at least 2 years since the end of his/her last term.

4.2. There shall be a Standing Committee consisting of:

4.2.1. The Officers and

4.2.2. Up to five Members elected in the manner provided below,

4.3. Subject to as provided below, elected Members of the Standing Committee must be re-elected at the Annual General Meeting every year.

4.4. A member of the Standing Committee may be re-elected twice (*i.e.* may serve for up to 3 consecutive terms), but may be elected for a fourth term after a gap of at least 2 years since the end of his/her last term.

4.5. Any elected Member of the Standing Committee who attends fewer than half the meetings between two consecutive Annual General Meetings must, if his term of service is not expired, retire on the day of the second of such meetings unless the Standing Committee decide otherwise, and is ineligible for re-election for the next year.

4.6. If a casual vacancy occurs in any of the offices or amongst the elected Members of the Standing Committee between one Annual General Meeting and another, the Standing Committee may appoint a Member to fill the vacancy whose period of office shall expire the day after the next Annual General Meeting.

#### **5. Annual General Meetings**

5.1. The Association shall hold a General Meeting as its Annual General Meeting in each year in addition to any other meetings in that year that take place.

5.2. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Association and that of the next.

5.3. At the Annual General Meetings the reports of the Standing Committee and the accounts for the previous year shall be considered, calls upon the Members may be made, the Officers and other elected Members of the Standing Committee for the following year shall be elected by ballot if the number of nominations exceed the number of vacancies, subscription rates and fee scales are to be agreed for the coming year and any other business may be transacted at an Annual General Meeting by statute or these Articles.

5.4. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

## **6. Convening Extraordinary General Meetings**

6.1. The Standing Committee may, whenever it thinks fit, and must upon a requisition made in writing by three or more Members convene an Extraordinary General Meeting.

6.2. Any requisition for an Extraordinary General Meeting must express the object of the meeting proposed to be called, and shall be delivered to the office of the Association addressed to the Secretary by hand, by email or by registered or recorded post. If such notices are delivered by email, they will not be deemed to have been delivered until the sender has received an acknowledgement from the Association.

6.3. On receipt of such requisition, the Standing Committee shall proceed to convene an Extraordinary General Meeting.

6.4. If the Committee does not proceed to convene the meeting within 21 days, those requiring the meeting may themselves convene such meeting.

## **7. Notices of Meetings.**

7.1. At least 14 days notice of any Annual General Meeting and 7 days notice of any other general meeting shall be given.

7.2. The notice must specify the place and day and hour of the meeting and, in case of special business, the general nature of such business, including any motions to be debated and put to the vote.

## **8. Business**

8.1. All business is deemed to be special, with the exception of business which may be transacted at the Annual General Meeting according to these Articles.

## **9. Copy of proceedings to be sent to the Members.**

9.1. A copy of the proceedings of all Annual General Meetings to be sent to each Member.

## **10. Voting**

10.1. At every General Meeting, 10 Members form a quorum.

10.2. Each member may have one vote and except in the cases otherwise specifically provided for by these Articles, all resolutions shall be decided by a majority of the Members present and voting. The Chairman, in case of equality, shall have a casting vote.

## **11. Exercise of Powers of Standing Committee**

- 11.1. The Management of the Association shall be entrusted to the Standing Committee who may regulate it so in proceedings, fix the quorum necessary, delegate any of the powers to sub- committees, make alter or revoke its own regulations, and generally exercise all powers of the Association not otherwise exercisable in General Meetings.
- 11.2. No regulation made by the Association in general meetings may invalidate any prior act of the Standing Committee that would have been valid had the regulation not been made.
- 11.3. The Standing Committee shall make a report to every Annual General Meeting.

## **12. Administrator**

- 12.1. The Standing Committee shall appoint an Administrator who will be responsible for providing the facilities and services necessary to ensure the efficient functioning of the Association, compliance with the requirements of the Civil Mediation Council, the National Mediation Helpline and all relevant regulatory bodies.
- 12.2. The Administrator shall be entitled to payment for the services rendered in such amount as may be determined by the Standing Committee.

## **13. Application for Membership.**

- 13.1. Admission shall be proposed by notice in writing delivered to the Secretary.
- 13.2. Every proposal for membership shall be submitted to and considered by the Standing Committee at the meeting next following receipt by the Secretary of the application or as soon as it is practical to do so.

## **14. Membership Fees**

- 14.1. Every Member elected under these articles shall upon admission to the Association pay such Joining Fee, and any call that has been made under Articles 5 and 19.
- 14.2. The Annual Subscription falls due on 1 July each year and joining members will be liable to pay a proportion of the Annual Subscription as set out below:-
  - 14.2.1. Members joining between 1 October and 1 January shall pay an initial subscription of 75% of the Annual Subscription.
  - 14.2.2. Members joining between 1 January and 1 April shall pay a subscription of 50% of the Annual Subscription.

- 14.2.3. Members joining between 1 April and 1 July shall pay a subscription of 25% of the Annual Subscription.

## **15. Resignation of Membership**

- 15.1. Any member having paid all money due from him to the Association may resign his membership on giving notice in writing to the Secretary of his intention so to do. Any member who fails to adhere to the current practice rules for reporting and assessment will be required to resign.

## **16. Voidance of Membership**

- 16.1. Any member of the Association who becomes bankrupt, or has a Receiving Order in Bankruptcy made against him/her or has made a voluntary arrangement as defined in the Insolvency Act 1986, or ceases to be a member of his or her professional body and is otherwise suspended from practising as a Mediator immediately ceases to be a member of the Association.

## **17. Expulsion of Members**

- 17.1. If any Member is accused of any dishonourable, improper or unprofessional conduct, on grounds which the Standing Committee after investigation deem sufficient, an Extraordinary Meeting of the Association shall be convened to consider the accusation, and the Member may, after he/she has had the opportunity of explaining his/her conduct, by vote of three quarters of the Members present and voting on the question (there being not less than 10 Members present) be expelled from the Association and will then immediately forfeit his/her interest and privileges in the Association without further claim for calls or for any other money paid to the Association, but he/she will remain liable to repay any calls or other money outstanding as at the date of his/her expulsion.
- 17.2. Any disputes which occur in relation to expulsion of members or otherwise between the Association, its Standing Committee and members shall be referred to mediation. The parties to the dispute shall identify a Panel Member with no personal or professional interest in or connection to the dispute. If this is not possible, a mediator will be chosen from outside the Association.
- 17.3. If no mediation has been arranged to take place within 28 days or if the mediation does not take place for whatever reason or does not resolve the dispute, the dispute shall be referred to the Courts of England and Wales which shall then have exclusive jurisdiction to deal with the dispute.

## **18. Rights of Members**

- 18.1. The rights of each Member are personal and not capable of transfer or transmission.
- 18.2. A copy of every Balance Sheet shall be laid before the Association at or prior to the Annual General Meeting and approved by a majority of the Members present.

## **19. Funds**

- 19.1. The Association in Annual General Meeting or by clear majority in writing may from time to time make such calls as it thinks fit (and as necessary to meet the legitimate needs and expenses of the Association) upon the Members, and each Member must pay the amount in every call so made on him to the Treasurer at such time or times as are prescribed by the Resolution making the call or, if no time is prescribed, then at the expiration of 14 days from the passing of the Resolution.
- 19.2. A call is deemed to have been made when the Resolution making the call was passed.
- 19.3. No notice of any call need be sent other than a copy of the proceedings of the meeting at which the call was passed, which copy is deemed to be a notice within the meaning of these Articles.
- 19.4. The Association's funds may be placed in bank account(s) to be opened and operated as determined by the Standing Committee.

## **20. Forfeiture of Membership**

- 20.1. Any Member who has not paid his/her call by the end of the current year for which the call is made may be struck off the roll of members by resolution of the Standing Committee.

## **21. Notices**

- 21.1. Any notice to be served by the Association upon any Member may be served personally, by email or by sending it through the post in a pre-paid addressed envelope.
- 21.2. Any notice, if served by post, is deemed to have been served at the time when the letter containing the notice would be delivered in the ordinary course of post, and a certificate signed by the Secretary or the person employed by him to post the notice is conclusive evidence of the notice having been duly posted.

## **22. Members' addresses**

- 22.1. Every Member shall from time to time notify the Chairman or Secretary of a place of business or residence as his address and that place will for all purposes be deemed to be his or her address for the purposes of sending notices.

## **23. Amendments**

- 23.1. These Articles of Association may be amended by resolution of at least three quarters of those Members of the Association present and voting on the question in a General Meeting.