



**MEMORANDUM & ARTICLES OF ASSOCIATION**

**Company number: 2544837**

**The Companies Act 1985**

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

**THE MEETINGS INDUSTRY ASSOCIATION  
(Incorporated 1<sup>st</sup> day of October 1990)**

**REVISED ARTICLES AGM 7<sup>th</sup> March 2018**

**MEMORANDUM OF ASSOCIATION**  
**of a Non-Profit Making Company**  
**Limited By Guarantee and not having a share capital**

**COMPANIES ACT 1985**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**THE MEETINGS INDUSTRY ASSOCIATION**

1. The name of the Company (“the Association”) is The Meetings Industry Association
2. The Registered Office of the Association will be situated in England and Wales
3. The objects for which the Association are established are:-
  - 3.1. To establish for the benefit of the members of the Association and the community generally a recognised body for the benefit and advancement of the Meetings Industry
  - 3.2. To establish a forum and provide a central organisation for all companies or firms involved in the Meetings Industry and an independent corporate voice on matters of a common interest
  - 3.3. To provide educational and training facilities for the benefit of members of the Association
  - 3.4. To provide an arbitration or counselling service to assist members of the Association or any other body or person involved in a dispute within the Meetings Industry
  - 3.5. To provide a recruitment agency insurance brokerage agency and a research and consultancy facility for members of the Association
  - 3.6. To do whatever is necessary to improve the status of the members and to promote the opportunities for development of business by the members
  - 3.7. To improve the quality of service provided by members for the benefit of their clients and to encourage the maintenance of a high standard of facilities and services within the Meetings Industry
4. In furtherance of the principal objects but not otherwise the Association shall have power:-
  - 4.1. To purchase take on lease or in exchange hire or otherwise acquire any real and personal estate
  - 4.2. To construct maintain and alter any houses buildings or installations
  - 4.3. To accept any gift of property whether subject to any special trust or not for any purposes within the principal objects

- 4.4. To take such steps by personal or written appeals public meetings or otherwise as may seem expedient for the purpose of procuring contributions to the funds of the Association
- 4.5. To print and publish any newspapers periodicals books or leaflets
- 4.6. To sell lease mortgage or otherwise deal with all or any part of the property of the Association
- 4.7. To borrow and raise money and secure its repayment in any manner PROVIDED ALWAYS that the Association shall only be empowered to so borrow or raise money in the second and subsequent years following incorporation and in any such case the Association's total indebtedness in any one year shall not exceed a sum in excess of 50% of the total of the gross subscription or other income of the Association for that Year
- 4.8. To invest the funds of the Association in or upon such investments securities or property as may be thought fit
- 4.9. To undertake and execute any trusts or any agency business which may seem conducive to any of the principal objects
- 4.10. To subscribe to any local or other charities and to grant donations for any public Purpose
- 4.11. To establish and support and to aid in the establishment and support of any other association formed to promote all or any of the principal objects
- 4.12. To amalgamate with any companies institutions societies or associations having objects wholly or in part similar to those of the Association
- 4.13. To purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any body with which the Association is authorised to amalgamate
- 4.14. To transfer all or any part of the property assets liabilities and engagements of the Association to any body with which the Association is authorised to amalgamate
- 4.15. To do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the principal objects
5. The income of the Association from wherever derived shall be applied solely in promoting the above objects and no distribution shall be made to its members in cash or otherwise
6. The liability of the members is limited
7. Every member of the Association undertakes to contribute
  - 7.1. to its assets in the event of its being wound up while it is a member or within one year after it ceases to be a member
  - 7.2. for payment of the debts and liabilities of the Association contracted before it ceased to be a member and of the costs charges and expenses of winding up and

- 7.3. for the adjustment of the rights of the contributors among themselves such amount as may be required not exceeding £50.00 in respect of a Full Member and £20.00 in respect of an Associate Member
8. If on the winding up of the Association there remains any surplus after the satisfaction of all its debts and liabilities the surplus shall not be distributed among the members of the Association but shall be given or transferred to some other body (whether or not it is a member of the Association) having objects similar to those of the Association or to another body the objects of which are charitable

**ARTICLES OF ASSOCIATION**  
**of a Non-Profit Making Company**  
**Limited by Guarantee and not having a share capital**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**THE MEETINGS INDUSTRY ASSOCIATION**  
**(as altered by Special Resolution passed on the 7 day of March 2018)**

**1. Preliminary**

1.1. In these Articles:

“the Act” means the Companies Act 1985 including any statutory modification or reenactment of it for the time being in force;

“the Association” means the Meetings Industry Association

“clear days” 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;

“the Council” means the council of management of the Association;

“the Industry” means the following types of business or trade:-

- 1.1.1. a venue offering meetings facilities
- 1.1.2. a venue finding agency
- 1.1.3. a professional conference organiser
- 1.1.4. an incentive house
- 1.1.5. a business travel agency substantially engaged in the booking of meetings
- 1.1.6. a production company substantially engaged in Conference business
- 1.1.7. a hotel reservation agency substantially engaged in the booking of meetings
- 1.1.8. a marketing and public relations company or advertising agency substantially engaged in the provision of conferences
- 1.1.9. such other Supplier to the Meetings Industry as the Council may from time to time in their absolute discretion accept
- 1.1.10. End user Corporate or Association Buyer with authority to purchase meeting facilities

and unless the context otherwise requires words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification of it not in force when these Articles become binding on the Association

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

## 2. Membership

### 2.1. There shall be the following classes of membership:-

- 2.1.1. Venues: Venues offering meeting facilities who shall comprise limited companies or firms.
- 2.1.2. Suppliers: Suppliers to the meeting industry, including all third party agencies, who shall comprise limited companies or firms.
- 2.1.3. End user Buyers: Corporate or Association Buyers with authority to purchase meeting facilities.
- 2.1.4. All members shall be deemed to be Full Members with the exception of End User Buyers who shall be Associate Members only.
- 2.1.5. Group Members – comprising those limited companies or firms who shall be Full Members and which have more than one trading organisation within the Industry, those trading organisations also to be deemed to be Full Members.

### 2.2. Application for Membership

- 2.2.1. All prospective Full Members and all existing Full Members of the Association are required to undertake and have approved such process of Assessment as Council shall require, in order to qualify for membership.
- 2.2.2. Every prospective Member (“the Applicant”) applying for membership must be nominated by two Full Members
- 2.2.3. Associate Members may, at the discretion of Council, be admitted to membership without being nominated.
- 2.2.4. Every application for membership shall be in the following form or in such other form as the Council shall from time to time subscribe:-

“To the Council of the Meetings Industry Association

WE of wish to become a Full or Associate or Full/Group Member of the Meetings Industry Association and hereby apply to be admitted as a member subject to the provisions of its Memorandum and Articles of Association

.....

Signature of Applicant

- 2.2.5. At the next appropriate meeting of the Council the Application shall be considered by the Council or at its discretion a Membership Committee approved by the Council which shall decide upon the admission or rejection of the Applicant. The Council shall not be obliged to inform the Applicant of its reason for rejection. The Treasurer shall be entitled in his absolute discretion to request a copy of the last three years’ trading accounts of any Applicant

- 2.2.5.1. Each member of the Association shall pay by way of annual subscription such sum as the Council shall from time to time determine upon the Council giving to the members not less than 28 days prior notice.

- 2.2.5.2. In the case of a new member admitted to membership after the First day of September in any year the subscription payable shall be the annual subscription then currently payable for that year and shall be for a twelve month period deemed to have commenced on the First day of the

month in which the member was admitted to membership. Thereafter all subsequent annual subscriptions shall run from the anniversary of membership and shall be the annual subscription then currently in force for that year.

2.2.5.3. Full Group Members shall pay a fee proportionate to the number of trading organisations or eligible venues within the Group which are in membership.

2.2.6. The annual fees are exclusive of Value Added Tax.

2.2.7. If any member fails to pay its subscription for any year within one month of its becoming due the Secretary shall notify it of the fact and if any member fails to pay its subscription for any time within three months of its becoming due it shall by reason of that failure cease to be a member of the Association but shall be eligible for readmission on payment of all arrears due from it while a member and of the amount of the fees which would have been due from it if it had continued to be a member up to the time of its re-admission

### 2.3. Admission of members

Any company or firm may after becoming accepted as a member signify by writing to the Secretary of the Association its desire to become a member and the Secretary shall then enter the name of such company or firm in the books of the Association and on such entry such company or firm shall become a member accordingly

### 2.4. Termination of membership

Membership may be terminated in the following ways:-

2.4.1. By a member of the Association desiring to resign and who shall give notice of such desire in writing to the Secretary 6 weeks prior to their annual renewal date (or such other date as the Council shall from time to time decide) such resignation to take effect from the date of their annual renewal (or such other date if appropriate)

2.4.2. By any member failing to pay any fees due in accordance with the provisions of Clause 2.2.7 above

2.4.3. By 28 days' written notice from the Council where in the opinion of the majority of the Council a member has failed to act in accordance with the objectives of the Association or within the principles of any code of conduct issued by the Council or otherwise acts in a manner detrimental to the good name of the Association and in which event the member concerned has a right to appeal to the Council

2.4.4. Where a member fails to maintain any of the qualifications required for membership AND IN WHICH CASES its name shall then be removed from the list of members and it shall cease to be a member as soon as its name has been removed from the list

## 3. Rights of members

Members shall be entitled to the following rights and privileges:-

### 3.1. Full Members

3.1.1. the full use of the Association's logo and promotional material

- 3.1.2. such preferential charges for such product services rendered by the Association as the Council shall from time to time decide
- 3.1.3. an entitlement to receive a Buyers Directory
- 3.2. Associate Members
  - 3.2.1. Associate Members may be entitled to use the logo at the discretion of Council
  - 3.2.2. Associate Member may benefit from the provision of such services provided by the Association as the Council shall from time to time direct
- 3.3. Each member shall nominate an individual who shall be the representative of that member and who shall not be entitled to act in his own right
- 3.4. No right or privilege of any member as such shall be transferable or transmissible but all such rights and privileges shall cease upon the member ceasing to be such whether by resignation liquidation or bankruptcy

#### **4. General Meetings**

- 4.1. The Association shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one annual general meeting of the Association and that of the next. So long as the Association holds its first annual general meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Council shall appoint. If notice prescribing a time and place for the annual general meeting is not dispatched to the members on or before the 1<sup>st</sup> day of May in any year the annual general meeting for that year shall be held on the first Monday in June at the registered office of the Association or at such other venue as the Council shall otherwise provide
- 4.2. All general meetings other than annual general meetings shall be called extraordinary general meetings
- 4.3. The Council may whenever it thinks fit and it shall on a requisition made in writing by any twenty or more Full Members convene an extraordinary general meeting or in default such meeting may be convened by requisitionists as is provided in Section 368 of the Act. If at any time there are not within the United Kingdom sufficient members of the Council to form a quorum any member of the Council or any twenty Full Members of the Association may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by members of the Council
- 4.4. Any requisition made by Full Members shall state the object of the meeting and the terms of any special or extraordinary resolution to be proposed there and shall be left at the registered office of the Association
- 4.5. On receipt of such requisition the Council shall immediately proceed to convene an extraordinary general meeting and if it does not proceed to convene a meeting within 21 days from the date of the requisition the requisitionists or a majority of them may themselves convene a meeting



- 4.6. At least 21 clear days before every meeting notice specifying the place the day and the hour of meeting and in case of special business the general nature of such business shall be given to Full Members in the manner stated in regulation 4.4 of these Articles or in such manner if any as may be prescribed by the Association in general meeting but the accidental omission to give such notice to or the non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting

## **5. Proceedings at General Meetings**

- 5.1. All business that is transacted at an extraordinary general meeting shall be deemed special. All business that is transacted at an annual general meeting is deemed special with the exception of the consideration of the accounts and any documents annexed to them the report of the Council and the report of the Auditors the election of members of the Council in the place of those retiring and the reappointment of retiring Auditors and the fixing of their remuneration
- 5.2. No business shall be transacted at any meeting unless a quorum of not less than 20 Full Members is present at the commencement of such business
- 5.3. If within half an hour of the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved in any other case it shall stand adjourned to the same day in the following week at the same time and place and if at such adjourned meeting a quorum is not present the meeting shall stand dissolved
- 5.4. The Chairman or in his absence the Vice-Chairman shall preside as Chairman at every general meeting of the Association
- 5.5. If neither the Chairman nor the Vice-Chairman is present at the time of holding a meeting the members present shall choose someone of their number to be Chairman of the meeting
- 5.6. The Chairman may with the consent of the meeting adjourn any 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
- 5.7. At any general meeting a declaration by the Chairman that a resolution has been carried or lost and an entry to that effect in the Minute Book of the Association shall be conclusive evidence of the fact
- 5.8. Every Full Member shall have one vote and no more. An Associate Member shall not be entitled to vote. All votes shall be given personally. In the case of an equality of votes the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote
- 5.9. No member shall vote at any general meeting if any money owing from him on any account to the Association is overdue

## **6. Council of Management**

- 6.1. The honorary officers of the Association shall consist of a Chairman a Vice Chairman (who shall be Chairman in the forthcoming year) and up to 18 Full Members of the Association who shall together with co-opted and appointed members, constitute the Council

- 6.2. Full Members only shall be entitled to stand for office
- 6.3. Nominations for office duly proposed and seconded by two Full Members shall be given in writing to the Secretary not less than 21 days before the annual general meeting and shall be accompanied by a written declaration by the Full Member of its willingness to hold the office. Nominations shall be invalid if they are incomplete in any respect or if they are received less than 21 days before the annual general meeting
- 6.4. The Chairman and the Vice Chairman of the Council shall be elected annually at the annual general meeting and shall at the end of their respective year of office be eligible for re-election up to a maximum of 3 consecutive years
- 6.5. The remaining members of the Council will be elected annually at the annual general meeting for a term of one year and shall at the end of their year in office be eligible for re-election
- 6.6. The twenty elected Council Members (including the Chairman and the Vice Chairman) shall so far as is possible be representative of the following categories:-
- Independent hotel
  - group hotel
  - venue organisation head office
  - conference centre
  - university
  - sports and leisure venue
  - non-residential venue
  - venue finding agency
  - business travel agency
  - event management and production company
  - supplier to the meetings industry
  - any other category as the Council from time to time in general meeting may decide.

There will be a limitation on the number of representatives from each category as Council may see fit to impose at any particular time Council may also limit the number of representatives from member organisation(s) as it sees fit to impose at any particular time.

- 6.7. Council may also co-opt onto the Council of Management no more than 2 further persons who will in the opinion of Council provide particular service or value to the Association.
- 6.8. Until the first annual general meeting the Council shall consist of the subscribers of the Memorandum of Association
- 6.9. The Council may continue to act even though the number of its members is reduced by death retirement or otherwise below the number of 20 but if at any time the number (including the Chairman and Vice-Chairman) is reduced below 7 the continuing members of the Council shall act only for the purpose of filling

vacancies until there are at least 12 members of the Council (including the Chairman and the Vice Chairman)

- 6.9.1. No business shall be transacted at any meeting of the Council unless a quorum of not less than 7 Council Members is present at the commencement of such business, notwithstanding the conduct of meetings of those members the Council has appointed to carry out delegated responsibilities
- 6.10. The Council shall have control over all the affairs and property of the Association and may prescribe alter or cancel rules for the regulation of the Association and shall exercise all such powers of the Association as it thinks fit except as otherwise provided by these Articles
- 6.11. The Council shall engage all such officers and employees as it may consider necessary and shall regulate their duties and fix their salaries
- 6.12. The Council may appoint one of their number subject to its directions to either exercise general control over the work of the Association or for a specific purpose or task. This office or task may be honorary or at the discretion of the Council may be remunerated at such rate as the Council may from time to time determine
- 6.13. The Chairman, Vice Chairman and members of the Council shall be unpaid but shall be entitled to reimbursement of all reasonable expenses incurred in performing their duties
- 6.14. The Council shall meet not less than four times in any year and a council member shall be required to attend at least fifty percent of such number failing which the Council shall be entitled to ask him to resign as a Council Member

## **7. President, Executive Director, Secretary and Treasurer**

- 7.1. The Association shall have a President, an Executive Director, a Secretary and a Treasurer who may undertake two but no more than two tasks and who shall each be appointed by the Council for such term at such remuneration and upon such conditions as the Council may think fit
- 7.2. Anything required or authorised to be done by or to the President, the Executive Director, the Secretary or the Treasurer may if the office is vacant or there is for any other reason no President, Executive Director Secretary or Treasurer capable of acting be done by or to any Assistant or Deputy thereof or if there is none by or to any Officer of the Association authorised generally or specially in that behalf by the Council

## **8. Seal**

The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Council and except in the presence of the Chairman or Vice Chairman one other Full Member of the Council and the Secretary all of whom shall sign the instrument

## **9. Auditors**

Auditors shall be appointed and their duties regulated in accordance with the Act

## **10. Notices**

- 10.1. A notice may be served by the Association on any member either personally or by sending it through the post in a prepaid letter addressed to such member at its registered place of business

10.2. Any notice if served by post shall be deemed to have been served 24 hours after it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed stamped and posted AND if served by facsimile shall be deemed to have been served at the time of sending the same

### **11. Winding Up**

The Association shall be wound up voluntarily whenever a special resolution is passed that the Association be wound up. Clause 8 of the Memorandum of Association of the Association shall have effect as if the provisions of that Clause were repeated in these Articles